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Whenever reference is made in this tariff to other tariffs of Frontier, the reference is to the tariffs in force as of the effective date of this tariff, and to amendments thereto and successive issues thereof.

REFERENCE TO TECHNICAL PUBLICATIONS

- | | | |
|--|-----|---|
| Section 2.5 | (1) | NECA Technical Reference Publication AS No. 1 - Issued March, 1984; entire issue Addendum - Issued March, 1987 |
| Sections 2.6,
5.2.12, 6.1.1,
6.1.6, 6.3, 6.1.5,
6.4.2, 6.4.3, 6.4.5,
6.4.8, 6.4.9, | (2) | GTE Technical Interface Reference Manual, Issue 2 - Issued August, 1984, Revised December 1985, August 1986 and October 1988; Sections 3300, 5107, 6000, 6103 and 7000 and 13.6(B)(1) |
| Sections 4.2.6,
5.2.13, 4.2.8, | (2) | GTE Service Corporation Telephone Operations - Traffic Grade of Service Standards, Issued April, 1985; entire issue |
| Sections 2.6,
5.2.1, 5.2.2,
6.2.15 | (3) | Bellcore Technical Reference Publication TR-TSV-000905, Issue 1, August, 1989 |

REFERENCE TO NECA TARIFFS

- (1) NECA Tariff FCC No. 4

- (1) Available from the Federal Communications Commission's commercial contractor.
- (2) Available from from Testmark Labs, 3050 Harrodsburg Rd., Lexington, Kentucky 40503.
- (3) Available from Telcordia Technologies at One Telcordia Dr., Piscataway, NJ 08854-4157 or a <http://telecom-info.telcordia.com/>

Reference is made in this tariff, pursuant to Special Permission No. 90-674 to the following National Communications System documents pursuant to the National Security Emergency Preparedness (NSEP) Telecommunications Service Priority (TSP) System:

Section 13.4(E)(8) ## NCS Manual 3-1-1 "Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service User Manual", dated July 9, 1990.

Section 13.4(F)(4) ##NCS Handbook 3-1-2 "Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service Vendor Handbook", dated July 9, 1990.

Available from Government Printing Office, Superintendent of Documentation, Document Control Branch, 941 North Capitol Street, N.E., Washington, DC 20401.

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EXPLANATION OF SYMBOLS

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

EXPLANATION OF ABBREVIATIONS

AAM - Assumed Access Minutes
ac - alternating current
ACAT - Additional Cooperative Acceptance Testing
ACD - Automatic Call Distributer
AIOD - Automatic Identification of Outward Dialed
AM - Access Minutes
ANI - Automatic Number Identification
ARD - Automatic Ringdown
ASG - Access Services Group
ASR - Access Service Request
AST - Automatic Scheduled Testing
ATM - Asynchronous Transfer Mode
AT&TC - American Telephone and Telegraph Communications, Inc.
BHMC - Busy Hour Minutes of Capacity
BP - Billing Percentage
BSA - Basic Serving Arrangement
BSE - Basic Service Element
CCS - Centum Call-Seconds
CCSA - Common Control Switching Arrangement(s)
CDL - Customer Designated Location
CDM - Call Days in Month
CFA - Connecting Facility Assignment
CIR - Committed Information Rate
CMF - Chargeable Minimum Factor
COMPS - Central Office Maintenance Planning System
Cont'd - Continued
CST - Cooperative Scheduled Testing
CSU - Circuit Switching Unit
DA - Digital Data Access
DAM - Distance in Airline Miles
dB - Decibel
dBm - Decibels below one milliwatt
dBmO - Transmission Level Referred to the Zero Transmission Level Point
dBmCO - Decibel Reference Noise C-Message Weighted O
dBv - Decibels Referred to One Volt
dc - direct current
DDS - Digital Data Service
DTMF - Dual Tone Multifrequency
DX - Duplex

EXPLANATION OF ABBREVIATIONS
(Cont'd)

ECCKT - Exchange Carrier Circuit ID
ELEPL - Equal Level Echo Path Loss
E&M - The Receive and Transmit Leads of a Signaling System
EML - Expected Measured Loss
EPL - Echo Path Loss
ERL - Echo Return Loss
f - frequency
FCC - Federal Communications Commission
FCO - Foreign Central Office Service
FIA - Facilities for Intrastate Access
FNPA - Foreign Numbering Plan Area
GTOC - Operating Telephone Companies of Frontier
GSEC - General Services and Equipment Code
HC - High Capacity
HNPA - Home Numbering Plan Area
Hz - Hertz
IA - Interface Arrangement
IC - Interexchange Carrier
ICB - Individual Case Basis
IDDD - International Direct Distance Dialing
ILP - Initial Liability Period
IP - Interconnection Point
kbps - kilobits per second
kHz - kilohertz
LATA - Local Access and Transport Area
LEC - Local Exchange Carrier
Ma - Milliamperes
Mbps - Megabits per second
MHz - Megahertz
MJU - Multi-Junction Unit
MRC - Monthly Recurring Charge
MST - Manual Scheduled Testing
MTL - Maximum Termination Liability
NA - Not Available
NANP - North American Numbering Plan
NECA - National Exchange Carrier Association
NPA - Numbering Plan Area
NRC - Nonrecurring Charge
NST - Nonscheduled Testing
NXX - Three Digit Central Office Code
OPS - Off-Premises Station
PBX - Private Branch Exchange
PCM - Pulse Code Modulation
PCR - Peak Cell Rate
POT - Point of Termination
RMC - Recurring Monthly Charge

EXPLANATION OF ABBREVIATIONS
(Cont'd)

rms - root-mean-square
SCFA - Secondary Connecting Facility Assignment
SCR - Sustained Cell Rate
SF - Single Frequency
SRL - Singing Return Loss
STR - Switched Transport Rate
TDCF - Total Day Conversion Factor
TLP - Transmission Level Point
TV - Television
UL - Under Utilization Liability
VG - Voice Grade
V&H - Vertical & Horizontal
WATS - Wide Area Telecommunications Service

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1. APPLICATION OF TARIFF

- 1.1 This tariff contains regulations, rates and charges applicable to Carrier Common Line, Switched Access, Dedicated Access, and End User Access and Expanded Interconnection Service, or, in combination, as Facilities for Intrastate Access, hereinafter referred to as FIA, provided by the issuing carriers of this tariff, hereinafter referred to as the Telephone Company to customers. This tariff further provides for Ancillary and Miscellaneous Services. This tariff does not apply to other services offered by the Telephone Company.
- 1.2 Regulations, rates and charges as specified in this tariff apply to FIA and shall not serve as a substitute for IC tariff offerings of services to end users. The provision of such FIA by the Telephone Company as set forth in this tariff does not constitute a joint undertaking with an IC for the furnishing of any service.

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2. GENERAL REGULATIONS

2.1 Undertaking of the Telephone Company

2.1.1 Scope

- (A) The Telephone Company does not undertake to transmit calls or offer a telecommunications service under this tariff.
- (B) The Telephone Company shall be responsible only for the installation, operation, and maintenance of the services which it provides.
- (C) The Telephone Company will, for maintenance purposes, test its FIA only to the extent necessary to detect and/or clear troubles. Testing beyond normal parameters will be done as described in Section 6 following.
- (D) FIA are provided twenty-four hours daily, seven days per week.
- (E) The Company has the authority to disconnect the end user's service for nonpayment of the IC charges billed to the End User by the Company.

2.1.2 Limitations

- (A) The customer may not assign or transfer the use of FIA provided under this tariff except that, where there is no interruption of use or relocation of the FIA, such assignment or transfer may be made to:
 - (1) another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such FIA, and the unexpired portion of the minimum period and the termination liability applicable to such FIA, if any; or
 - (2) a court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such FIA, if any.

In all cases of assignment or transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer which acknowledgment shall be made within 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 FIA 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.

- (B) The emergency provisioning and restoration of FIA shall be in accordance with Part 64, Subpart D, Paragraph 64.401, of the FCC's Rules and Regulations, which specifies the priority system for such activities. Section 11.4 describes the service arrangement.
- (C) Metallic and Telegraph Facilities are not available.
- (D) The Telephone Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.

2.1.3 Liability

- (A) The Telephone Company's liability, if any, for willful misconduct is not limited by this tariff. With respect to any other claim or suit by a customer for damages associated with the installation, provision, termination, maintenance, repair or restoration of FIA, and subject to the provisions of (B) through (J) following, the Telephone Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the FIA for the period during which the provision of FIA 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 provision of FIA interruption.

2. GENERAL REGULATIONS

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

- (B) The Telephone 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 Telephone Company, for its own act or omission, hold liable any other carrier or customer providing a portion of a service.
- (C) The Telephone Company shall be indemnified, defended and held harmless by the customer or end user against any claim, loss or damage arising from the use of FIA offered under this tariff. The foregoing indemnity shall issue on the customer or the end user separately, each being responsible for its own acts and omissions, involving:
 - (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communications;
 - (2) Claims for patent infringement arising from combining or using the FIA furnished by the Telephone Company in connection with facilities or equipment furnished by the customer; or
 - (3) All other claims arising out of any act or omission of the customer in the course of using FIA provided pursuant to this tariff.
- (D) The Telephone Company does not guarantee or make any warranty with respect to its FIA when used in an explosive atmosphere. The Telephone Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to the FIA so provided. The foregoing indemnity shall issue on the customer separately, each being responsible for its own acts and omissions.
- (E) Except in the case of willful misconduct, under no circumstances whatever shall the Telephone Company be liable for indirect, incidental, special or consequential damages; and this disclaimer shall be effective notwithstanding any other provisions hereof.
- (F) No license under patents is granted by the Telephone Company to the customer or shall be implied or arise by estoppel in the customer's favor with respect to any circuit, apparatus, system or method used by the customer in connection with FIA provided under this tariff. With respect to claims of patent infringement made by third persons, the Telephone Company will defend, indemnify, protect and save harmless the customer from and against all claims arising out of the use by the customer of FIA provided under this tariff.
- (G) The Telephone Company's failure to provide or maintain FIA under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the interruption allowance provisions of following.
- (H) The Telephone Company shall reimburse the customer for damages to premises or equipment of the customer resulting from the provision of FIA by the Telephone Company on such premises, or by the installation or removal thereof, caused by the negligence or willful act of the Telephone Company.
- (I) Should any federal, state or local jurisdiction determine that sales, use, gross receipts or any other taxes (including interest, penalties and surcharges thereon) are due by the Company as a result of the Company's purchase of accounts receivable, the Company will advise the customer and the customer shall be liable for any such tax, interest, penalties and surcharge, and the customer shall immediately reimburse the Company the amount of such tax, interest, penalties and surcharge paid by the Company. If the customer disagrees with the Company's determination that any taxes are due by the Company or disagrees with an assessment of any tax, penalty, surcharge and interest due by the Company as a result of the Company's purchase of accounts receivable, the customer shall, at its option and expense (including immediate payments of any such assessment), have the right to seek a ruling as to the inapplicability of any such tax or to protest any assessment and participate in any legal challenge to such assessment, but shall be liable for any tax, penalty, surcharge and interest ultimately determined to be due.

2. GENERAL REGULATIONS

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.4 Provision of FIA

- (A) The Telephone Company, to the extent that such FIA are or can be made available with reasonable effort, and after provisions have been made for the Telephone Company's local service, will provide to the customer, upon reasonable notice, FIA offered in other applicable sections of this tariff at rates and charges specified therein.
- (B) Unless otherwise specified, FIA will be provided only to those ICs holding certificates of public convenience and necessity issued by the Florida Public Service Commission.

2.1.5 Installation and Termination of FIA

Except as provided for Expanded Interconnection Service specified in Section 14, the FIA provided under this tariff (A) will include any entrance cable or drop wiring and wire or intrabuilding cable to that point where provision is made for termination of the Telephone Company's outside distribution network facilities at a suitable location inside a customer designated location, and (B) will be installed by the Telephone Company to such point of termination.

2.1.6 Maintenance of FIA

- (A) The FIA provided under this tariff shall be maintained by the Telephone Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any FIA provided by the Telephone Company, other than by connection or disconnection to any interface means used, except with the written consent of the Telephone Company.
- (B) Customer provided transmission facilities and equipment terminating in the Telephone Company wire center, access tandem, manhole or similar location for virtual EIS, as set forth in Section 14, will be maintained by the Telephone Company. Customer provided transmission and equipment terminating in the Telephone Company wire center or access tandem for purposes of physical EIS will not be maintained by the Telephone Company.

2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to Part 68 of the FCC Rules and Regulations in 47 C.F.R. Paragraph 68.110 (b), the Telephone Company may, where such action is reasonably required in the operation of its business, substitute, change, or rearrange any telephone plant used in providing FIA under this tariff, change minimum network protection criteria, change operating or maintenance characteristics of facilities, or change operations or procedures of the Telephone Company. In case of any such substitution, change or rearrangement, the facility parameters will be within generally accepted standards. The Telephone 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. If such substitution, change, or rearrangement materially affects the operating characteristics or technical parameters of the FIA, as originally ordered by the customer, the Telephone Company will notify the customer in writing prior to making such substitution, change or rearrangement. Notification will be given as follows:

- Should a major change occur, the Telephone Company shall notify the customer at least one year in advance. A major change is described as any change in telephone plant which will affect the technical parameters of the interface (e.g., level, impedance, signaling, interface, bandwidth, two-wire, four-wire, etc.).
- Should a minor change occur, the Telephone Company shall notify the customer at least thirty days in advance. A minor change is described as any change in telephone plant which will not affect the technical parameters of the interface (e.g., level, impedance, signaling, interface, bandwidth, two-wire, four-wire, etc.).

The Telephone Company will work cooperatively with the customer relative to the redesign and implementation required by the change in operating characteristics.

2. GENERAL REGULATIONS

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Discontinuance and Refusal of FIA

- (A) Unless the provisions of 2.2.1(B) following apply, if the customer fails to comply with the provisions of 2.1.6 preceding, 2.3.1 following, and 2.4.1(D) following, of if applicable, 2.5.3, 2.5.4, 14.3.4 and 14.7.6(D), including any payments to be made by it on the dates or at the times herein specified, and fails within thirty (30) days after written notice, by certified mail, from the Telephone Company to a person designated by the customer to correct such noncompliance, the Telephone Company may discontinue the provision of the FIA to the noncomplying customer. In case of such discontinuance, all applicable charges shall become due.
- (B) If the customer repeatedly fails to comply with the provisions of this tariff in connection with the provision of a FIA or group of FIA, and fails to correct such course of action after notice as set forth in (A) preceding, the Telephone Company may refuse applications for additional FIA to the noncomplying customer until the course of action is corrected.
- (C) In any event, if evidence is not presented to the Company that the IC has obtained a certificate of public convenience and necessity from the Florida Public Service Commission, the Company will not provide services contained in this Tariff to the IC.

If at any time after service has been provided to a certified IC, the IC's certificate of public convenience and necessity is revoked by the Florida Public Service Commission, the Company will, on thirty (30) days notice to the person designated by the IC to receive such notices, discontinue the provision of the services to the IC at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due.

2.1.9 Preemption of FIA

In certain instances, i.e., when spare facilities and/or equipment are not available, it may be necessary to preempt existing services to provision or restore National Security Emergency Preparedness (NSEP) Services. If, in its best judgment, the Telephone Company deems it necessary to preempt, then the Telephone Company will ensure that:

- (A) A sufficient number of public switched services are available for public use if preemption of such services is necessary to provision or restore NSEP Service.
- (B) The service(s) preempted have a lower or do not contain NSEP assigned priority levels.
- (C) A reasonable effort is made to notify the preempted service customer of the action to be taken.
- (D) A credit allowance for any preempted service shall be made in accordance with the provisions set forth in Section 2.4.4(A).

2.1.10 Limitation of Use of Metallic Facilities

Except for loop and duplex (DX) type signaling, metallic facilities shall not be used for ground return or split pair operation. Signals applied to the metallic facility shall conform to minimum protection criteria for direct electrical connections as set forth in Part 68 of the FCC Rules and Regulations.

2. GENERAL REGULATIONS

2.2 Use

2.2.1 Interference or Impairment

(A) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Telephone Company, including customer transmission equipment and facilities used with EIS, and associated with the FIA provided under this tariff shall not interfere with or impair service over any facilities of the Telephone Company, its connecting and concurring carriers, or other telephone companies involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to their employees or to the public.

(B) Except as provided for equipment or systems subject to Part 68 of the FCC Rules and Regulations in 47 C.F.R. Paragraph 68.108, if such characteristics or methods of operation are not in accordance with (A) preceding, the Telephone Company will, where practicable, notify the customer, as appropriate, that temporary discontinuance of the use of FIA may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporarily discontinue forthwith the use of FIA if such action is reasonable in 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, allowance for interruption of FIA as set forth in 2.4.4 following is not applicable.

2.2.2 Unlawful Use of FIA

The FIA are furnished subject to the condition that they will not be used for an unlawful purpose. FIA will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such FIA are being used in violation of law. The Telephone Company will refuse to furnish FIA when it has reasonable grounds to believe that such FIA will be used in violation of law.

2.3 Obligation of the Customer

2.3.1 Damages

The customer shall reimburse the Telephone Company for damages to the Telephone Company facilities utilized to provide FIA under this tariff caused by the negligence or willful act of the customer, or resulting from the customer's improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Telephone 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 Telephone Company for the damages to the extent of such payment. The amount of reimbursement shall be the actual cost of repair to the damaged facilities including labor costs as specified in 11.2(G) following.

2.3.2 Theft

The customer shall reimburse the Telephone Company for any loss through theft of facilities, apparatus, or equipment utilized to provide FIA under this tariff at the customer designated location or at the end user's premises. The amount of reimbursement shall be the actual cost for replacement of facilities, apparatus, or equipment lost, plus labor costs as specified in 11.2(G) following.

2. GENERAL REGULATIONS

2.3 Obligation of the Customer (Cont'd)

2.3.3 Equipment Space and Power

The customer shall furnish or arrange to have furnished to the Telephone Company at no charge, equipment space and electrical power and other structure or material required by the Telephone Company to provide FIA under this tariff at the points of termination of such FIA. The equipment space provided shall meet industry standard environmental conditions. The selection of ac or dc power shall be mutually agreed to by the customer and the Telephone Company. The customer shall also make necessary arrangements in order that the Telephone Company will have access to such spaces at reasonable times for installing, repairing or removing facilities of the Telephone Company.

2.3.4 Space and Power for Expanded Interconnection Service

Where available, the Telephone Company shall make available wire center or access tandem floor space and electrical power required by the customer for the provision of Expanded Interconnection Service at charges set forth in Section 14.

2.3.5 Proof of Certification

- (A) When an IC places an order with the Company for service provided in this Tariff, the IC shall be responsible for furnishing to the Company at the time the service is requested, proof that the IC has obtained or is in the process of obtaining a certificate of public convenience and necessity from the Florida Public Service Commission. Unless this proof as described is presented to the company, the ICs request for service will not be processed.
- (B) If at the time service was requested, the IC had not obtained a certificate of public convenience and necessity from the Florida Public Service Commission, the IC must furnish to the Company on or before the date service is to be provided proof that a certificate has been issued to the IC by the Florida Public Service Commission. If the IC fails to provide proof of certificate to the Company, service will not be provided.
- (C) When an End User, with a valid Carrier Identification Code(s) (CIC), places an order with the Company for Feature Group B service provided in this Tariff, the End User shall be responsible for furnishing to the Company, at the time the service is requested, proof through a letter of certification to the Company that the Feature Group B service as ordered by the End User is to provide intrastate telecommunications services for its own use. Feature Group B service to End Users cannot be resold and is only available where facilities permit.

2.3.6 Availability for Testing

The FIA provided under this tariff shall be available to the Telephone Company at times mutually agreed upon in order to permit the Telephone Company to make tests and adjustments appropriate for maintaining the FIA 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.

2.3.7 Balance

All signals for transmission over the FIA provided under this tariff shall be delivered by the customer balanced to ground except for ground start and duplex (DX).

2.3.8 Design of Customer Services

Subject to the provisions of 2.1.7 preceding, the customer shall be solely responsible at its expense for the overall design of its services. The customer shall be responsible separately, each at its own expense, for any redesigning or rearrangement of its services which may be required because of changes in FIA, operations or procedures of the Telephone Company, minimum network protection criteria or operating or maintenance characteristics of the FIA.

2. GENERAL REGULATIONS

2.3 Obligation of the Customer (Cont'd)

2.3.9 References to Telephone Company

The customer may advise its end users that certain FIA are provided by the Telephone Company in connection with the service the customer furnishes to its end user; however, the customer shall not represent that the Telephone Company jointly participates in the customer's services.

2.3.10 Claims and Demands for Damages

- (A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the FIA provided under this tariff, any circuit, apparatus, system or method provided by the customer, the IC or its end users.
- (B) The customer shall defend, indemnify and save harmless the Telephone Company from and against suits, claims, and demands by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Telephone Company's FIA 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 FIA provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortuous conduct of the customer, its officers, agents or employees.

2.3.11 Coordination With Respect to Network Contingencies

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

2.3.12 Identification and Rating of VoIP-PSTN Traffic

A. Scope

- (1) VoIP-PSTN Traffic is defined as traffic exchanged between a Frontier end user and the customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. This section, 2.3.12., governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("Order") as modified by its Second Order on Reconsideration, FCC Release No. 12-47 (Apr. 25, 2012), and as codified in 47 C.F.R. § 51.319 ("Reconsideration Order"), and unless Frontier and the customer have agreed otherwise. Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Relevant VoIP-PSTN Traffic") from the customer's traditional intrastate access traffic, so that such Relevant VoIP-PSTN Traffic can be billed in accordance with the FCC Order.
- (2) This section will be applied to the billing of switched access charges to a customer that is a local exchange carrier only to the extent that the customer has also implemented billing of interstate access charges for Relevant VoIP-PSTN Traffic in accordance with the FCC Order.

2. GENERAL REGULATIONS

2.3 Obligation of the Customer (Cont'd)2.3.12 Identification and Rating of VoIP-PSTN Traffic (Cont'd)B. Rating of VoIP-PSTN Traffic

The Relevant VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to Frontier's applicable tariffed interstate switched access rates as provided in Frontier Tariff FCC 14. Intrastate access minutes of use not required to be billed at interstate rates pursuant to this section 2.3.12 will be billed in accordance with the other rate provisions of this Tariff (absent an agreement between Frontier and the customer on a different compensation mechanism).

C. Calculation and Application of Percent-VoIP-Usage Factor

Frontier will determine the number of Relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection (b), above, through the use of a Percent VoIP Usage ("PVU") factor, which in turn will be based on a PVU-C factor and a PVU-V factor. These factors will be derived and applied as set forth below. The PVU-V and PVU-C factors will be based on information such as the number of Frontier's or the customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

- (1) For the period on and after December 29, 2011 to July 12, 2012, and for the period on and after July 1, 2014:
 - (a) The customer will calculate and furnish to Frontier a PVU-C factor representing the percentage of the total access MOU that the customer exchanges with Frontier in the State, that (a) is sent to Frontier and that originated in IP format; or (b) is received from Frontier and terminated in IP format. A PVU-C factor for the period December 29, 2011 through July 12, 2012 must be submitted by April 15, 2012, in order to apply retroactively to December 29, 2011. A PVU-C factor for the period on and after July 1, 2014 will be submitted by June 1, 2014.
 - (b) Frontier will, likewise, calculate PVU-V factors for the two periods representing the percentage of Frontier's total access MOU in the State that Frontier originates or terminates on its network in IP format, and will begin applying those PVU-V factors to the calculation of the PVU factor as of December 29, 2011 and July 1, 2014, respectively.
- (2) For the period from July 13, 2012 through June 30, 2014:
 - (a) The customer will calculate and furnish to Frontier, before July 1, 2012, a PVU-C factor representing the percentage of the total access MOU sent by the customer to Frontier in the State, that the customer originates in IP format. If the customer submitted a PVU-C factor under section 2.3.12(C)(1)(a) and does not furnish a new factor under this section 2.3.12(C)(2)(a), Frontier will use that previously submitted factor as the PVU-C for purposes of this subsection (2).
 - (b) Frontier will, likewise, calculate a PVU-V factor for this period representing the percentage of Frontier's total terminating access MOU in the State that Frontier terminates on its network in IP format, and will begin applying that PVU-V factor to the calculation of the PVU factor as of July 13, 2012.

2. GENERAL REGULATIONS

2.3 Obligation of the Customer (Cont'd)2.3.12 Identification and Rating of VoIP-PSTN Traffic (Cont'd)C. Calculation and Application of Percent-VoIP-Usage Factor (Cont'd)

- (3) The PVU factor will be calculated as the sum of: (A) the PVU-C factor and (B) the PVU-V factor times (100% minus the PVU-C factor).
- (4) For the period on and after December 29, 2011 to July 12, 2012 and for the period on and after July 1, 2014, Frontier will apply the PVU to the total intrastate access MOU exchanged with the customer to determine the number of such minutes that will be billed at the applicable interstate switched access rates. For the period from July 13, 2012 through June 30, 2014, Frontier will apply the PVU factor to the total terminating intrastate access MOU received from the customer, and the resulting number of minutes will be billed at terminating interstate access rates; during this period, originating VoIP-PSTN Traffic will be billed at Frontier's intrastate access rates.

Example 1: For February 2013, the PVU-V is 10% and the PVU-C is 40%. The PVU factor is equal to $40\% + (10\% \times 60\%) = 46\%$. Frontier will bill 46% of the customer's terminating intrastate access MOU at its tariffed interstate terminating switched access rates.

Example 2: For September 2014, the PVU-V is 10% and the PVU-C is 0%. The PVU factor is $0\% + (100\% \times 10\%) = 10\%$. Frontier will bill 10% of the customer's intrastate access MOU at Frontier's tariffed interstate switched access rates (originating or terminating, as applicable).

Example 3: For a period after December 29, 2011 and prior to July 13, 2012, the PVU-C is 100%. No matter what the PVU-V factor is, the PVU is 100%. Frontier will bill 100% of the customer's intrastate access MOU at Frontier's tariffed interstate switched access rates (originating or terminating, as applicable).

D. Initial PVU Factor and PVU Factor Changes

- (1) If the PVU factor for the period from December 29, 2011 to July 12, 2012 is not available and/or cannot be implemented in Frontier's billing systems by December 29, 2011, once that factor is available and can be implemented Frontier will adjust the customer's bills to reflect that PVU retroactively to December 29, 2011. In calculating the initial PVU to be applied from December 29, 2011 to July 12, 2012, Frontier will take the customer-specified PVU-C into account retroactively to December 29, 2011, provided that the customer provided the factor to Frontier no later than April 15, 2012.
- (2) The customer may submit an updated factor quarterly using the methodology set forth in subsection (C)(1) or (C)(2), above, as applicable. If the customer chooses to submit such updates, it shall forward to Frontier, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-C factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. Frontier will use the revised PVU-C to calculate a revised PVU. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU.

E. PVU Factor Verification

Not more than twice in any year, Frontier may ask the customer to verify the PVU-C factor furnished to Frontier and customer may ask Frontier to verify the PVU-V factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-C and PVU-V factors.

2. GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowance

2.4.1 Payment of Charges and Deposits

- (A) The Telephone Company may, in order to safeguard its interests, require a customer, which has a proven history of late payments to the Telephone Company or does not have established credit, to make a deposit prior to or at any time after the provision of the FIA to the customer to be held by the Telephone Company as a guarantee of the payment of rates and charges. No such deposit will be required of a customer which is a successor of a company which has established credit and has no history of late payments to the Telephone Company. A deposit may not exceed the actual or estimated rates and charges for the FIA for a two month period. The fact that a deposit has been made in no way relieves the customer from complying with the Telephone Company's regulations as to the prompt payment of bills. At such time as the provision of the FIA 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. After the customer has established a one year prompt payment record, such a deposit will be refunded or credited to the customer account at any time prior to the termination of the provision of the FIA to the customer. In case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive simple annual interest at the percentage rate specified in the Telephone Company General and/or Local Tariff.
- (B) Where the provision of FIA requires facilities that meet any of the conditions specified in 9.1. following, Special Construction charges as set forth in Section 12 following will apply.
- (C) The Telephone Company shall bill FIA services on a current basis for (a) all charges incurred, (b) applicable taxes, and (c) credits due the customer.
- Switched Access (except for the Entrance Facility, Direct-Trunked Transport and Multiplexing elements), Ancillary and Miscellaneous services shall be billed in arrears.
 - Dedicated Access, Monthly EIS elements, Switched Access Entrance Facility, Direct-Trunked Transport and Multiplexing elements shall be billed in advance except for the charges and credits associated with the initial or final bills. The initial bill will also include charges for the actual period of service up to, but not including, the bill date. The unused portion of the FIA already billed will be credited on the final bill.
- The customer will receive its bill in: 1) a standard paper format, 2) a paper format bill summary with an electronic transmission to provide the detailed information of the bill, or 3) a storage device (CD ROM). Such bills are due when rendered regardless of the media utilized. Adjustments for the quantities of FIA established or discontinued in any billing period beyond the minimum period set forth in 2.4.2 will be prorated to the number of days based on a 30 day month. The Telephone Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill.
- (D) All bills to the customer are due 31 days (payment date) after the bill date or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval. In the event the customer does not remit payment in immediately available funds by the payment date, the FIA may be discontinued as specified in 2.1.8.
- (1) If the entire amount billed is not received by the Telephone Company in immediately available funds by the payment date, an additional charge (late payment charge) equal to 1/12th of the percentage rate for deposit interest as that in 2.4.1(A) of the unpaid balance will be applied for each month or portion thereof that an outstanding balance remains. The late payment factor is set forth in the Telephone Company General and/or Local Tariff.

2. GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowance (Cont'd)

2.4.1 Payment of Charges and Deposits (Cont'd)

(D) (Cont'd)

(1) (Cont'd)

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, the second Tuesday in November 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 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.
- If such payment date falls on a Sunday or on a Holiday which is observed on Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday.

(2) In the event of a billing dispute, the customer must submit a documented claim for the disputed amount.

- If the claim is received within 6 months of the payment due date, and the customer has paid the total billed amount, any interest credits due the customer upon resolution of the dispute shall be calculated from the date of overpayment.
- If the claim is received more than 6 months from the payment due date, any interest credits due the customer upon resolution of the dispute shall be calculated from the later of the date the claim was received or the date of overpayment.

A credit will be granted to the customer for both the disputed amount paid and an amount equal to the percentage rate in (1).

The Telephone Company will assess or credit late payment charges on disputed amounts to the customer as follows:

- If resolved in favor of the Telephone Company and the customer has paid the disputed amount on or before the payment due date, no late payment charges will apply.
- If resolved in favor of the Telephone Company and the customer has withheld the disputed amount, any payments withheld pending settlement of the dispute shall be subject to the late payment charge in (1).
- If resolved in favor of the customer and the customer has withheld the disputed amount, the customer shall be credited for each month or portion thereof that the late payment charge in (1) may have been applied. In the event the customer has paid the late payment charge, a credit will be granted to the customer for both the late payment charge paid on disputed amount and an amount equal to the percentage rate in (1).

2. GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowance (Cont'd)

2.4.2 Minimum Periods

- (A) The minimum periods for which FIA are provided and for which rates and charges are applicable are set forth in 4.2.4 following.
- (B) The minimum periods for which FIA are provided and for which rates and charges are applicable for Specialized FIA or Arrangements provided on an Individual Case Basis, as set forth in Section 10 following are established with the individual case filing.
- (C) For discontinuances of FIA with a one month minimum period, all applicable charges for the one month period will apply. In instances where the minimum period is greater than one month, however, the charge will be the lesser of the Telephone Company's non-recoverable costs less the net salvage value for the discontinued service of the minimum period charges.
- (D) The minimum periods for which Expanded Interconnection Services are provided and which rates and charges are applicable are in Section 14.

2.4.3 Cancellation of an ASR

Provisions for the cancellation of an ASR are set forth in 4.2.6 following for an ASR.

2.4.4 Credit Allowance for FIA Interruptions

(A) General

A FIA is interrupted when it becomes unusable to the customer because of a failure of a component used to furnish FIA under this tariff, or when the service is preempted as a result of invoking NSEP Treatment or when the application of protective controls interrupt all transmission paths as set forth in 5.2.9 following. An interruption period starts when Telephone Company personnel become aware that the FIA is inoperative.

The credit allowance(s) for an interruption or for a series of interruptions will be computed based upon the billing method which applies to the service being credited. In no case will the credit allowance for service interruptions exceed the applicable charges for the billing period during which the interruption occurred.

A credit allowance for any FIA service will apply for the period specified as follows:

- (1) For Dedicated Access services other than Switched Access Entrance Facilities, Direct-Trunked Transport and Multiplexing services a credit allowance will be made for an interruption period of 30 minutes or more. The allowance will be calculated at the rate of 1/1440 of the monthly charge for the portion of the FIA affected, for each 30 minutes or major fraction thereof that the interruption continues. A major fraction is considered to be sixteen minutes or more beyond the 30 minute period.
- (2) For Switched Access service, billed using assumed minutes of use, a credit allowance will be made for an interruption of 24 hours or more. The credit allowance will be calculated at 1/30 of the assumed minutes of use charge for each 24 hours or major fraction thereof that the interruption continues. A major fraction is considered to be 13 hours. No credit will be given where Switched Access billing is based on actual usage.

2. GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowance (Cont'd)

2.4.4 Credit Allowance for FIA Interruptions (Cont'd)

(A) General (Cont'd)

- (3) Switched Access Service Entrance Facilities, Direct-Trunked Transport and Multiplexing will be eligible for a credit allowance for each occurrence of a service interruption period greater than 30 minutes. The maximum credit allowance will be \$200.00 for each out of service condition within the Telephone Company's facilities. The credit allowance will not exceed the monthly charge for the interrupted service and will not be applied more than once per calendar month. This credit allowance is applicable in all jurisdictions. A credit allowance will not be extended in accordance with conditions in 2.1.3(H) and 2.4.4(B) for repair of Telephone Company owned facilities.

(B) When Credit Allowance Does Not Apply

No credit allowance will be made for:

- (1) Interruptions caused by the negligence of the customer.
- (2) Interruptions of a FIA due to the failure of equipment or systems provided by the customer or others.
- (3) Interruptions of a FIA during any period in which the Telephone Company is not afforded access to the premises where the FIA is terminated.
- (4) Interruptions of a FIA during an agreed upon period when the customer has released a FIA to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an ASR for a change in the FIA. Should the maintenance, rearrangement, or ASR implementation interruption period extend beyond the agreed upon period, credit allowance will apply.
- (5) Interruptions of a FIA which continue because of the failure of the customer to authorize replacement of any element of Special Construction, as set forth in Section 12 following. The period for which no credit allowance is made begins on the seventh day after the Telephone Company's written notification to the customer of the need for such replacement and ends on the day after receipt of the customer's written authorization for such replacement.
- (6) Periods when the customer elects not to release the FIA for testing and/or repair and continues to use it on an impaired basis.
- (7) Periods when the Telephone Company must temporarily interrupt an EIS, as defined in Section 14, in order to prevent damage or disruption of the Telephone Company's network due to the customer's equipment.
- (8) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.
- (9) For EIS elements specified in Section 14, no credit allowance will be made.

(C) Use of an Alternative Service Provided by the Telephone Company

Should the customer elect to use an alternative service provided by the Telephone Company during the period that a FIA is interrupted, the customer must pay the tariffed rates and charges for the alternative service used.

2. GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowance (Cont'd)

2.4.4 Credit Allowance for FIA Interruptions (Cont'd)

(D) Temporary Surrender of a FIA

In certain instances, the customer may be requested to surrender a FIA for purposes other than maintenance, testing or activity relating to an ASR. If the customer consents, or in the instance of preemption under NSEP Treatment as set forth in Section 2.1.9 preceding, a credit allowance will be granted. The credit allowance will be determined in accordance with 2.4.4(A) preceding.

2.4.5 Performance Commitment Program

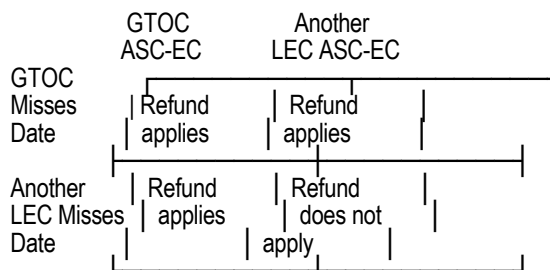
All refunds under the Performance Commitment Program will be provided as a credit adjustment to the customer's bill.

(A) Performance Commitment Program - Provisioning

The Telephone Company assures that orders for FIA will be installed and available for customer use no later than the Service Date as referenced in Section 4.2.1, Service Date Intervals. The failure of the Telephone Company to meet the service date of an ASR will result in the refund of all NRCs associated with that ASR. The Telephone Company's liability for failure to meet this commitment is limited to the refund of the NRCs for the ASR associated with the missed Service Date.

The Performance Commitment Program - Provisioning does not apply:

- (1) when failure to meet the Service Date occurs because of conditions listed in 2.1.3(H) or due to actions of the customer.
- (2) to Special Construction as provided in Section 12.
- (3) when the Telephone Company is not the Access Service Coordination Exchange Carrier (ASC-EC) and the Service Date is not met by the LEC acting as ASC-EC for its portion of the service. See diagram below for indication of when the GTOC NRC refund will apply:



- (4) to Expanded Interconnection services as provided in Section 14.

2.4.6 Provision for Gross Receipts Tax

Any customer failing to furnish to the Company the appropriate certificate, issued by the State of Florida or its appropriate agency, indicating the customer's exemption from the Florida gross receipts tax imposed by Florida Rule 12B-6.04, shall pay to the Company an amount equal to the gross receipts tax on the customer's purchase of access services from the Company.

Until the aforementioned certificate is received by the Company, the Company shall calculate the amount of tax owed by the customer and shall bill this amount to the customer. Payment of these charges by the customer shall be subject to the payment arrangements as specified in 2.4.1 preceding.

2. GENERAL REGULATIONS

2.5 Connections

2.5.1 General

Equipment and systems (i.e., terminal equipment, multiline terminating systems, and communications systems) may be connected with Switched and Special Access furnished by the Telephone Company where such connection or interconnection is made in accordance with the provisions specified in the NECA Technical Reference Publication AS No. 1 and in 2.1 preceding.

2.5.2 Standard Access Service Connections

Access services are provided by means of wire, fiber optics, radio or any other suitable technology or a combination thereof. Special Access service connections are made directly or through a Telephone Company hub where bridging or multiplexing functions are performed. These connections can either be analog or digital.

2.5.3 Expanded Interconnection Service (EIS) - Fiber Optic

Fiber Optic EIS provides a customer with space and associated requirements such as power and environmental conditioning within or near a Telephone Company wire center or access tandem to locate certain fiber optic facilities and equipment, and an interconnection with certain Telephone Company provided facilities.

EIS will be provided subject to the regulations and rates and charges set forth in Section 14.

2.5.4 Expanded Interconnection Service (EIS) - Microwave

Microwave EIS provides a customer with space and associated requirements such as power and environmental conditioning within a Telephone Company wire center or access tandem to locate certain microwave facilities and equipment, and a connection to certain Telephone Company provided facilities.

Customer-provided microwave facilities, equipment and support structures may be located in, on or above the exterior walls and roof of Telephone Company wire centers or access tandems. Such interconnection must be made in accordance with the provisions specified in 2.1. These interconnections will be provided subject to the regulations and rates and charges set forth in Section 14.

2.6 Definitions

Certain terms used herein are defined as follows:

Access Area

The term "Access Area" denotes a specific calling area containing those customers served by one or more Central Offices associated with the various Switched Access provisions offered under this tariff. The size and configuration of the Access Area a customer obtains is dependent upon the Feature Group type and the specific characteristics of the Central Office or Access Tandem office to which the connection is made.

Access Code

The term "Access Code" applies to Switched Access Service. It denotes a seven digit code dialed by an end user to access an Interexchange Carrier's facilities. The FGD code has the form 101XXXX and the FGB code has the form 950-XXXX.

Access Group

The term "Access Group" denotes a grouping of lines or trunks used to establish a connection between switching systems. Each grouping of lines or trunks is traffic engineered as a unit with each of the individual members of the group having identical characteristics and being interchangeable with any other member of the group.

2. GENERAL REGULATIONS

2.6 Definitions (Cont'd)Access Minutes

The term "Access Minutes" denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage. On the originating end of an intrastate call, usage is measured from the time the originating End User's call is delivered by the Telephone Company to and acknowledged as received by the customer's facilities connected with the originating exchange. On the terminating end of an intrastate call, usage is measured from the time the call is received by the End User in the terminating exchange. Timing of usage at both originating and terminating ends of an intrastate call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating end exchanges, as applicable. For the calculation of total minutes, seconds are totaled and converted to minutes before rounding occurs. Remainder seconds greater than 29 are rounded to a minute.

Access Service Request

The term "Access Service Request" (ASR) denotes a document (i.e., order) used by the Telephone Company to process a customer's request for Access Services as offered throughout this tariff.

Access Tandem

The term "Access Tandem" denotes a telephone company switching system that provides a traffic concentration and distribution function for inter-LATA traffic originating from or terminating at end offices in the access area.

Agent

The term "Agent", as used in Section 5 of this tariff, is defined as that person or entity that the Telephone Company acknowledges as controlling decisions pertaining to instrument placement, subscription authority, and access or usage control of Public or Semipublic Pay Telephone Service or, that person or entity duly authorized to act in that capacity by the physical owner of the premises.

Answer/Disconnect Supervision

The term "Answer/Disconnect Supervision" denotes the transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the CDL for terminating calls to a Telephone Company end office as an indication that the called party has answered or disconnected.

Answer Message

The term "Answer Message" denotes an SS7 message sent in the backward direction to indicate that the call has been answered.

Attempt

The term "Attempt" denotes a call in the originating direction from an end user to a CDL which is completed (answered) or not completed (not answered) and a call in the terminating direction from a CDL to a customer which is completed (answered) or not completed (not answered).

Attenuation Distortion

The term "Attenuation Distortion" denotes the difference in loss at specified frequencies relative to the loss at 1004 Hz.

Balance (100-Type) Test Line

The term "Balance (100-Type) Test Line" denotes a standard feature of FGA, FGB, FGC, FGD, 800 and 888 Access Service and refers to the end office termination provided for balance and noise testing. The termination provides off-hook supervision to the calling end, and terminates the line or trunk in a resistive and capacitive arrangement which simulates the characteristic impedance of the end office.

Basic Service Element

The term "Basic Service Element (BSE)" denotes an unbundled service option available only with Basic Serving Arrangements.

2. GENERAL REGULATIONS

2.6 Definitions (Cont'd)

Basic Serving Arrangement

The term "Basic Serving Arrangement (BSA)" denotes a category of Switched Access Service differentiated by technical characteristics, e.g., line side versus trunk side connection at the Telephone Company's first point of switching.

BHMC

See Busy Hour Minutes of Capacity.

Bit

The term "Bit" denotes a binary digit, the smallest unit of information in the binary system of notation.

Bridging

The term "Bridging" denotes the connection of one or more circuits in parallel with another circuit without interrupting the continuity of the first circuit.

Bridging Wire Center

The term "Bridging Wire Center" denotes the telephone company designated wire center in which bridging is accomplished.

Business Day

The term "Business Day" denotes the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 a.m. to 5:00 or 6:00 p.m., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week.

Busy Hour Minutes of Capacity

The term "Busy Hour Minutes of Capacity" (BHMC) denotes the trunk group usage load consisting of the average usage load for the busy season.

Busy Season

The term "Busy Season" denotes the four consecutive weeks of the calendar year having the highest daily busiest hour traffic load based on a five day week. Normally the five-day week consists of Monday through Friday. Where weekend traffic is greater than weekday traffic, one or both weekend days may be used as a substitute for a weekday as long as a consistent five-day week is maintained for the four consecutive weeks.

Byte

A sequence or group of eight bits that represents one character.

C-Conditioning

The term "C-Conditioning" denotes a telephone company special treatment of the transmission path in order to control attenuation and envelope delay distortion.

2. GENERAL REGULATIONS

2.6 Definitions (Cont'd)

C-Message Noise

The term "C-Message Noise" denotes the frequency weighted average noise within an idle voice circuit. The frequency weighting, called C-message, is used to simulate the frequency characteristic of the 500-type telephone set and the hearing of the average subscriber.

C-Notched Noise

The term "C-Notched Noise" denotes the frequency weighted noise on a voice circuit with a holding tone, which is removed at the measuring end through a notch (very narrow band) filter.

CCS

The term "CCS" denotes a hundred call-seconds which is a standard unit of traffic load that is equal to 100 seconds of usage or capacity of a group of lines or trunks.

Call

The term "Call" denotes a communication including an off-hook signal and routing information initiated at the originating location and completed to a terminating location.

Call Branding

Call Branding is the act of providing customer identification, audibly and distinctly, to the caller at the beginning of a Preferred Directory Assistance call.

Central Office

The term "Central Office" denotes a telephone company local switching system where telephone company local service subscriber station loops are terminated for purposes of interconnection to each other and to trunks.

Central Office Loop Around Test Line

The term "Central Office Loop Around Test Line" denotes equipment in the Telephone Company's end office which provides a means for making two-way transmission tests for Switched Access services. These transmission tests are normally for the measurement of level and noise tests. This arrangement has two terminations, each reached by means of a separate seven digit number.

Central Office Prefix

The term "Central Office Prefix" denotes the first three digits (NXX) of the telephone number assigned to a telephone company subscriber's local service.

Centralized Automatic Reporting on Trunks (CAROT) Testing

The term "Centralized Automatic Reporting on Trunks (CAROT) Testing" denotes a type of testing which includes the capacity for measuring the 1000 Hz loss, C-message weighted noise, C-notched noise, loss slope, and the provision of a balance termination.

Channelize

The term "Channelize" denotes the process of multiplexing demultiplexing circuits using analog or digital techniques.

2. GENERAL REGULATIONS

2.6 Definitions (Cont'd)

Circuit

The term "Circuit" denotes an electrical or photonic, in the case of fiber optic based transmission systems, communications path between two or more points of termination.

Committed Information Rate (CIR)

The term "Committed Information Rate (CIR)" denotes the maximum information rate at which customer traffic will be admitted to the Frame Relay network without being designated eligible for discard.

Common Channel Signaling System 7 Network (CCS7)

The term "Common Channel Signaling System 7 Network (CCS7)" denotes a dedicated out-of-band signaling network which utilizes Signaling System 7 (SS7) protocol to provide call handling and data base access services.

Common Line

The term "Common Line" denotes a line, trunk, coin line or other facility provided under the Telephone Company General and/or Local Tariffs, terminated on a Central Office switch. A Common Line - Residence is a line or trunk provided under the residence regulations of the Telephone Company General and/or Local Tariffs. A Common Line - Business is a line or trunk provided under the business regulations of the Telephone Company General and/or Local Tariffs. A coin line is a line provided under the public and/or semi-public service regulations of the Telephone Company General and/or Local Tariffs.

Communications System

The term "Communications System" denotes circuits and other facilities which are capable of communications between terminal equipment provided by other than the Telephone Company or Telephone Company stations.

Confirmed ASR

The term "Confirmed ASR" denotes a customer's ASR for a) Switched Access FIA which the Telephone Company has processed with the Engineering Department to confirm for the customer and the Telephone Company the availability of facilities and/or equipment, and b) Dedicated Access FIA for which the Telephone Company confirms to the customer that the established due date can be met. The date the ASR is confirmed, the standard service date interval commences.

Confirming Design Layout Report Date

The term "Confirming Design Layout Report (CDLR) Date" identifies the date that the Telephone Company is scheduled to receive confirmation that the Design Layout Report provided by the Telephone Company for a confirmed ASR is acceptable.

Conventional Signaling

The term "Conventional Signaling" denotes the inter-machine signaling system which has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating end office to the switching machine which will terminate the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected, and the sequence of supervisory signals and outpulsed digits is initiated. No overlap outpulsing, ten-digit ANI, ANI information digits, or acknowledgement wink are included in this signaling sequence.

2. GENERAL REGULATIONS

2.6 Definitions (Cont'd)Customer

The term "Customer" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or any other entity which subscribes to the services offered under this tariff.

Customer Designated Location

The term "Customer Designated Location" (CDL) denotes a location specified by the customer for the purpose of terminating FIA services. The Telephone Company must have access to the location to perform installation, testing, and maintenance functions. The customer may or may not have access to the location. CDLs include locations such as customer premises, end user premises, customer repeater stations, customer microwave towers, a Telephone Company's first point of switching, some other point where Telephone Company testing can occur, etc. A CDL may be designated by the customer for Switched Access, Special Access, or both in combination. Customer transmission facilities and equipment terminated in Telephone Company wire centers under EIS arrangements, as defined in Section 14, are not considered a CDL. However, Telephone Company Switched and Dedicated Access Services may be interconnected to such customer equipment using the Cross Connect arrangement as described in Sections 5.4.3 and 6.1.1(C).

D-Conditioning

The term "D-Conditioning" denotes a Telephone Company special treatment of the transmission path in order to control C-notched noise and intermodulation distortion.

Daily Busiest Hour

The term "Daily Busiest Hour" denotes the highest usage hour for each day with the reading taken on the clock hour or half hour. The clock hour or half hour selection varies from day to day, depending upon the usage measured. The Daily Busiest Hour is also known as the Bouncing Busy Hour.

Data Transmission (107-Type) Test Line

The term "Data Transmission (107-Type) Test Line" denotes an arrangement which provides for the connection to a signal source which provides test signals for one-way testing of data and voice transmission parameters.

Dual Tone Multifrequency Address Signaling

The term "Dual Tone Multifrequency (DTMF) Address Signaling" denotes a type of signaling that is an optional feature of FGA and BSA-A. It may be utilized when FGA or BSA-A is being used in the terminating direction. An office arranged for signaling would expect to receive address signals from the IC in the form of DTMF format.

Echo Path Loss

The term "Echo Path Loss" denotes the measure of reflected signal at a four-wire interface without regard to the send and receive Transmission Level Point (TLP).

Echo Return Loss

The term "Echo Return Loss" denotes a frequency weighted measure of return loss over the middle of the voiceband (approximately 500 to 2500 Hz) where talker echo is most annoying.

2. GENERAL REGULATIONS

2.6 Definitions (Cont'd)

End Office Switch

The term "End Office Switch" denotes a Telephone Company local switching system located in a wire center where Telephone Company local service subscriber station loops are terminated for purposes of originating and terminating traffic to or from a customer.

End User

The term "End User" means any customer of an intrastate service that is not a carrier, except that a carrier, other than the Telephone Company, shall be deemed to be an "end user" to the extent that such carrier uses a telecommunications service for administrative purposes, and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller (e.g., hotels, motels and shared tenant services). An End User subscribing to intrastate Feature Group B service for its own use must have a valid Carrier Identification Code(s) (CIC).

Engineering Review

The term "Engineering Review" denotes the examination of an ASR with a customer requested change to determine if a design change is required. It includes, but is not limited to, the review for possible change requirements in equipment, interfaces, circuit configurations, engineering records, and billing.

Entry Switch

See First Point of Switching.

Excess Burst Size (B(e))

The term "Excess Burst Size (B(e))" denotes the data rate above Committed Information Rate (CIR) at which customer data will be admitted to the Frame Relay network. All Excess Burst data admitted to the network will be designated eligible for discard.

Excess Capacity

The term "Excess Capacity" denotes a quantity of FIA requested by the customer which is greater than that which the Telephone Company would construct to fulfill the customer's ASR.

Exchange

The term "Exchange" denotes a unit generally smaller than a Local Access and Transport Area (LATA), established by the Telephone Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given LATA.

Exchange Access Signaling

The term "Exchange Access Signaling" denotes the signaling system used by equal access end offices to transmit originating information and address digits to the customer's premises and includes the means of verifying the receipt of these address digits. Features of this system include overlap outpulsing (in suitably equipped end offices), identification of the type of call, identification of the ten-digit telephone number of the calling party, and acknowledgement wink supervisory signals.

Existing Suitable Space

The term "Existing Suitable Space" denotes a space in which ac/dc power, heat and air conditioning, battery and generator back-up power, and other requirements necessary for provision of wire center or access tandem equipment currently exists.

2. GENERAL REGULATIONS

2.6 Definitions (Cont'd)

Exit Message

The term "Exit Message" denotes an SS7 message sent to an end office by the Telephone Company tandem switch to mark the carrier connect time when the Telephone Company's tandem switch sends an Initial Address Message to an Interexchange Customer.

Extended Area Service

The term "Extended Area Service" (EAS) denotes an arrangement whereby a customer in one exchange can call a local number in another exchange that is part of the extended area without paying a toll charge.

Facility

The term facility denotes generically the various transmission media used for the transmission of telecommunication services. This includes, but is not limited to, cable (copper pair, coaxial, and fiber optic) and microwave radio equipment.

Fiber Optic Interface

The term "Fiber Optic Interface" denotes the termination of service with single mode fiber optic cable at the customer premises. When this interface is selected, it is the customer's responsibility to provide the optical line termination at his premises. This equipment must be compatible with the Telephone Company provided equipment.

Firm Order Confirmation Date

The term "Firm Order Confirmation (FOC) Date" denotes the date that the Telephone Company will provide the schedule of dates for the provisioning activities associated with the customer's request for service.

First Point of Switching

The term "First Point of Switching" denotes either the first telephone company location at which switching occurs on the terminating path of a call proceeding from the CDL to the terminating end office or the last telephone company location at which switching occurs on the originating path of a call proceeding from the originating end office to the CDL.

Four-Wire to Two-Wire Conversion

The term "Four-Wire to Two-Wire Conversion" denotes an arrangement which converts a four-wire transmission path to a two-wire transmission path to allow a four-wire facility to terminate in a two-wire entity such as a central office switch trunk circuit or switching system.

Frame

The term "Frame" denotes a group of data bits, in a specific format, with a flag at either end to indicate the beginning and end of the frame. The defined format enables network equipment to recognize the meaning and purpose of specific bits.

Frame Relay Access Line

Provides access to the Frame Relay Network connecting customer facilities at the network interface with a corresponding Frame Relay Port.

Frame Relay Port

For Frame Relay Service, the physical entry points for access lines and the originating and terminating points for Permanent Virtual Circuits (PVCs). Ports include the electronic equipment used in connecting these service elements to the Frame Relay Network, and enable customers to allocate bandwidth to applications, as needed, at customer designated transmission speeds of either 56 Kbps or 1.544 Mbps.

2. GENERAL REGULATIONS

2.6 Definitions (Cont'd)

Ground Start Supervisory Signaling

The term "Ground Start Supervisory Signaling" denotes a type of signaling which provides for the application of ground on the tip side at the point of termination (assuming no signaling conversion has been provided by the Telephone Company) as an initial seizure signal before the application of ringing in the originating direction (towards the customer from the end office).

HUB

A Company designated serving wire center that is equipped to provide service.

Immediately Available Funds

The term "Immediately Available Funds" denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and includes U.S. Federal bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders, and New York Certificates of Deposit.

Individual Case Basis

The term "Individual Case Basis" (ICB) denotes a condition where the regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

Information Service Provider

The term "Information Service Provider" denotes one who offers a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information which may be conveyed via telecommunications, except that such service does not include (1) any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service, or (2) the provision of time, weather, and such other similar audio services that are offered by the Telephone Company.

Initial Address Message (IAM)

The term "Initial Address Message (IAM)" denotes an SS7 message sent in the forward direction to initiate trunk set up with the busying of an outgoing trunk which carries the information about that trunk along with other information relating to the routing and handling of the call to the next switch.

Installed Cost

The term "Installed Cost" denotes the total cost (estimated or actual) by the Telephone Company to provide facilities for the offered services.

Interconnection

The term "Interconnection" denotes the termination of a customer's basic transmission facilities, including optical terminating equipment and multiplexers at or near a Telephone Company wire center or access tandem. Interconnection is provided as physical or virtual.

Interconnection Point

The term "Interconnection Point" denotes physical EIS arrangements as the point where the customer-owned cable facilities connect to the Telephone Company termination equipment. The interconnection point for virtual EIS arrangements is the demarcation between ownership of the cable facilities.

2. GENERAL REGULATIONS

2.6 Definitions (Cont'd)

Interexchange Carrier (IC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denote any individual, partnership, association, joint stock company, trust, governmental entity or corporation engaged for hire in intrastate communication by wire or radio, within a LATA or between two or more LATAs.

Intermodulation Distortion

The term "Intermodulation Distortion" denotes a measure of the nonlinearity of a circuit. It is measured using four tones, and evaluating the ratios (in dBs) of the transmitted composite four-tone signal power to the second-order products of the tones (R2), and the third-order products of the tones (R3).

Interstate Communications

The term "Interstate Communications" denotes both interstate and foreign communications.

Intrastate Communications

The term "Intrastate Communications" denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Kilosegment

A unit of packet transmission defined as 64,000 bytes of data.

Line

The term "Line" denotes a communications path connecting an end office switch with an end user's premises or a CDL for the provision for FGA or BSA-A.

Line Group

The term "Line Group" denotes a grouping of lines which are traffic engineered as a unit for the establishment of connections between end office switches and customers in which all of the communications paths are interchangeable.

Line Side Connection

The term "Line Side Connection" denotes a connection of a transmission path to the line side of an end office system.

Local Access and Transport Area

The term "Local Access and Transport Area" (LATA) denotes a geographic area for the provision and administration of communications service. It encompasses designated Access Areas which are grouped to serve common social, economic, and other purposes.

Local Area Network (LAN)

A network permitting the interconnection and intercommunication of a group of computers, primarily for the sharing of resources such as data storage devices and printers.

2. GENERAL REGULATIONS

2.6 Definitions (Cont'd)

Maximum Burst Rate (MBR)

The term "Maximum Burst Rate (MBR)" denotes the maximum information rate at which customer traffic will be admitted to the Frame Relay network. Traffic rates in excess of MBR will be automatically discarded on ingress to the network. Maximum Burst Rate is equal to the sum of the Committed Information Rate (CIR) and Excess Burst Size (B(e)).

Maximum Termination Liability

The term "Maximum Termination Liability" (MTL) denotes the maximum amount of money for which the customer is liable in the event all FIA ordered in a Special Construction case are discontinued before a specified period of time.

Maximum Termination Liability Period

The term "Maximum Termination Liability Period" denotes the length of time the customer is liable for a termination charge in the event specially constructed FIA are terminated. The MTL period is equal to the average account life of the FIA provided.

Mid Link

The term "Mid Link" denotes the Special Transport facilities between Hub Wire Centers where the circuit is bridged and/or where switching devices such as a loop transfer arrangement are located.

Milliwatt (102 Type) Test Line

The term "Milliwatt (102-Type) Test Line" denotes an arrangement in an end office which provides a 1004 Hz tone at 0 dBm0 for one-way transmission measurements towards the CDL from the Telephone Company end office.

Multicarrier Access Area

The term "Multicarrier Access Area" denotes an EAS for FGA and BSA-A or an area for FGB and BSA-B where FIA Services are provided by more than one telephone company in which a customer obtains access to an entire EAS or FGB or BSA-B area by obtaining a FGA or BSA-A or FGB or BSA-B access tandem arrangement that connects its switch with the First Point of Switching of the Primary Exchange Carrier.

National Security Emergency Preparedness (NSEP) Services

The term "National Security Emergency Preparedness (NSEP) Services" denotes telecommunications services which are used to maintain a state of readiness or to respond to and manage any event or crisis (local, national or international), which causes or could cause injury or harm to the population, damage to or loss of property, or degrades or threatens the NSEP posture of the United States.

Net Salvage

The term "Net Salvage" denotes the estimated scrap, sale, or trade-in value, less the estimated cost of removal. Cost of removal includes the costs of demolishing, tearing down, removing, or otherwise disposing of the material and any other applicable costs. Because the cost of removal may exceed salvage, facilities may have negative net salvage.

2. GENERAL REGULATIONS

2.6 Definitions (Cont'd)Network Address

The term "Network Address" denotes the alphanumeric character string used to specify the destination of each switched connection made within the network.

Network Channel Interface Code

The "Network Channel Interface" code (NCI) is an ordering code that provides an indication of the generic channel type. The NCI code provides the technical characteristics of the interface and describes the physical and electrical characteristics of the dedicated access interface to the customer designated locations. A complete description and listing of these interface codes is specified in Section 6103 of the GTE Technical Interface Reference Manual.

Non-Overlap Outpulsing

The term "Non-Overlap Outpulsing" is the feature of the exchange access signaling system which provides initiation of pulsing to the customer's premises after the calling subscriber has completed dialing an originating call.

Nonrecoverable Cost

The term "Nonrecoverable Cost" denotes the cost of specially constructed facilities for which the Telephone Company has no foreseeable use should the customer terminate service.

Nonsynchronous Test Line

The term "Nonsynchronous Test Line" denotes an arrangement in step-by-step end offices which provides operational tests which are not as complete as those provided by the synchronous test lines, but which can be made more rapidly.

North American Numbering Plan

The term "North American Numbering Plan" denotes a three-digit area or Numbering Plan Area (NPA) code and a seven-digit telephone number made up of a three-digit Central Office code (NXX) plus a four-digit station number (XXXX).

NSEP Treatment

The term "NSEP Treatment" denotes the provisioning of a telecommunications service before others based on the provisioning priority level assigned by the Executive Office of the President.

Octet

The term "Octet" denotes a group of eight binary digits operated upon as an entity.

Off-Hook

The term "Off-Hook" denotes the active condition of Switched Access or a Telephone Company local service line.

On-Hook

The term "On-Hook" denotes the idle condition of Switched Access or a Telephone Company local service line.

2. GENERAL REGULATIONS

2.6 Definitions (Cont'd)

Open Circuit Test Line

The term "Open Circuit Test Line" denotes an arrangement in an end office which provides an ac open circuit termination of the trunk or line by means of an inductor of several Henries.

Operator Services System: The switching equipment, facilities, operator positions and software components utilized for the provision of operator services.

Operator Services Switching Location: A telephone company office where telephone company equipment routes or receives customer operator services calls to or from the customer designated location in the same LATA.

Order Interval

The term "Order Interval" denotes the interval between the Application Date and the Service Date.

Originating Direction

The term "Originating Direction" denotes the use of Switched Access for the origination of calls from an end user to a CDL.

Overlap Outpulsing

The term "Overlap Outpulsing" is the feature of the exchange access signaling system which permits initiation of pulsing to the customer's premises before the calling subscriber has completed dialing an originating call.

Packet

The term "Packet" denotes a continuous sequence of binary digits of information which is switched through the network as an integral unit. The user data is divided into segments for billing purposes. The number of segments contained in a packet is dependent upon the packet size.

Packet Switch

The term "Packet Switch" denotes a central office based switch that establishes a virtual connection between two data network addresses for the transmission of discrete amounts of information.

Packet Switching Office

The term "Packet Switching Office" denotes the central office where the packet switching functions are performed and access to the packet network is accomplished.

Permanent Virtual Circuit (PVC)

The term "Permanent Virtual Circuit (PVC)" denotes a logical channel defined in software, that establishes a path from one customer port to another.

Physical EIS

The term "Physical EIS" denotes an offering that enables customers to place equipment needed to terminate basic transmission facilities, including optical terminating equipment and multiplexers, within or upon the Telephone Company's wire center or Telephone Company access tandem buildings, use such equipment to connect customer's fiber optic systems or microwave radio transmission facilities (where reasonably feasible) with the local exchange carrier's equipment and facilities used to provide intrastate switched and dedicated access services.

2. GENERAL REGULATIONS

2.6 Definitions (Cont'd)

Plant Test Date

The term "Plant Test Date" denotes the date on which installation is completed and the Telephone Company to customer testing can begin.

Premises

The term "Premises" denotes a building or buildings on continuous property (except Railroad Right-of-Way, etc.) not separated by a public highway.

Pre-service Testing

The term "Pre-service Testing" denotes tests performed on a FIA to assure standard transmission performance/parameters meet specifications prior to acceptance testing.

Primary Exchange Carrier

The term "Primary Exchange Carrier" (PEC) denotes the telephone company in whose exchange a customer's first point of switching (i.e., dial tone for FGA or BSA-A, an access tandem for FGB or BSA-B) is located.

Public Pay Telephone

The term "Public Pay Telephone" denotes a switched coin line provided under the Public Telephone Service regulations of the Telephone Company General Exchange and/or Local Exchange Tariffs.

Protocol

The term "Protocol" denotes a set of rules governing the format to be followed when transmitting information between communicating devices.

Recoverable Cost

The term "Recoverable Cost" denotes the cost of specially constructed facilities for which the Telephone Company has a foreseeable reuse, either in place or elsewhere should the customer terminate service.

Registered Equipment

The term "Registered Equipment" denotes the customer's terminal equipment which complies with or has been approved within the Registration Provisions of Part 68 of the FCC Rules and Regulations.

Route Mileage

The term "Route Mileage" denotes the actual Telephone Company provided facility mileage of a transmission circuit.

Segment

The term "Segment" denotes a unit of user information consisting of 64 octets or less. Billing for Packet Switching Network Service is based on the number of segments transmitted within the user data field of a packet. The number of segments transmitted within a packet is limited only by the subscribed or negotiated maximum size of the user data field for the customer interface.

2. GENERAL REGULATIONS

2.6 Definitions (Cont'd)

Semi-Public Pay Telephone

The term "Semi-Public Pay Telephone" denotes a switched coin line provided under the Semi-Public Telephone Service regulations of the Telephone Company General and/or Local Tariffs.

Service Date

The term "Service Date" denotes the date that the FIA is to be placed in service. A confirmed ASR is required to establish a service date.

Seven-Digit Manual Test Line

The term "Seven-Digit Manual Test Line" denotes a set of optional features for all Switched Access which allow the IC to select balance, milliwatt, and synchronous test lines of FGA and BSA-A, by manually dialing a seven-digit number over the associated Switched Access.

Short Circuit Test Line

The term "Short Circuit Test Line" denotes the end office circuit which provides an ac short circuit termination of the trunk or line by means of a capacitor of at least 4 microfarads.

Signal Transfer Point (STP)

The term "Signal Transfer Point (STP)" denotes a packet switch which provides access to the Telephone Company's SS7 network and performs SS7 message signal routing and screening. The technical interface specifications, transmission specifications, and diversity requirements for interconnecting to the Telephone Company's SS7 network at the STP are as described in Bellcore Technical Reference Publication TR-TSV-000905.

Signal Transfer Point (STP) Port

The term "Signal Transfer Point (STP) Port" denotes the physical point of termination and interconnection to the STP.

Signaling Point

The term "Signaling Point (SP)" denotes an SS7 network interface element capable of originating and/or terminating SS7 messages.

Signaling System 7 (SS7)

The term "Signaling System 7 (SS7)" denotes the layered protocol used for standardized common channel signaling in the United States.

Statistical Multiplexing

A multiplexing technique in which timeslots are dynamically allocated on the basis of need rather than being predetermined; the data is typically transmitted on a first served basis.

Synchronous Test Line

The term "Synchronous Test Line" denotes an arrangement of an end office which performs marginal operational tests of supervisory and ring-tripping functions.

Telecommunications Service Priority (TSP) System

The term "Telecommunications Service Priority (TSP) System" or "TSP System" refers to the regulatory, administrative and operational system authorizing and providing for priority treatment (i.e., the provisioning and restoration) of NSEP Services.

2. GENERAL REGULATIONS

2.6 Definitions (Cont'd)

Temporary Facilities

The term "Temporary Facilities" denotes facilities used to provide FIA to a customer for less than the minimum service period or less than one month, whichever is longer, or to provide FIA while permanent facilities are being constructed.

Terminating Direction

The term "Terminating Direction" denotes the use of Switched Access for the completion of calls from a CDL to an end user.

Termination Liability

In the event the service is terminated by the customer prior to completion of the initial term commitment period, the customer shall be liable for an early termination charge.

Trunk

The term "Trunk" denotes a communications path connecting two switching systems in a network, used in an end-to-end connection.

Trunk Group

The term "Trunk Group" denotes a grouping of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Trunk Side Connection

The term "Trunk Side Connection" denotes the connection of a transmission path to the trunk side of an end office switch.

V&H Coordinates Method

The term "V&H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula which is based on the Vertical (V) and Horizontal (H) coordinates of the two points.

Virtual EIS

The term "Virtual EIS" denotes an offering that enables customers to designate or specify equipment needed to terminate basic transmission facilities, including optical terminating equipment and multiplexers, to be located within or upon Telephone Company's wire center or access tandem buildings, and dedicated to such customers use.

Virtual Connection

The term "Virtual Connection" denotes a logical channel resulting from call establishment to a network address that exists until the call is terminated by either party.

WATS Serving Office

The term "WATS Serving Office" denotes a Telephone Company designated serving wire center where switching, screening and/or recording functions are performed in connection with a Special Access Line used with a Switching Interface.

Wire Center

The term "Wire Center" denotes a location in which one or more central office switches, and cross connection equipment used for the provision of Telephone Company telecommunications services, are located.

2. GENERAL REGULATIONS

2.6 Definitions (Cont'd)

Wire Center Area

The term "Wire Center Area" denotes the geographic area served by a Wire Center through the use of central office switching equipment, cross connection equipment, and subscriber loops.

X.25 Protocol

The term "X.25 Protocol" denotes an interface between Data Terminal Equipment and Data Circuit Terminating Equipment for terminals operating in the packet mode on public data networks.

X.75 Protocol

The term "X.75 Protocol" denotes terminal and transit call control procedures and data transfer system on circuits between packet switched data networks.

2.7 Termination Liability

A. In the event the service is terminated by the customer prior to completion of the current term commitment period, the customer shall be liable for an early termination charge, except as noted below. The amount of the early termination charge will be 25% of the monthly recurring charge(s) (MRC) for the remainder of the term. For example:

$$25\% \times \text{MRC} \times \# \text{ of Lines/Channels/Paths} \times \text{Remainder of Term} = \text{Termination Charge}$$

B. Early termination charges will apply only to those rate elements under a term commitment period. If any rates for the service are increased during the term period, exclusive of any increase due to local, state or federal fees, taxes or surcharges, the customer may terminate the service without incurring an early termination charge.

C. End of Term Options

(1) Prior to the end of the term commitment period, the customer may select one of the following options, to be effective at the end of the term:

- (a) Renew their term commitment,
- (b) Commit to a new term period,
- (c) Arrange for a change of service, or
- (d) Arrange for termination of the service.

(2) In the event the customer does not select one of the above renewal options, the customer will be converted to the shortest-term period available under tariff (i.e., month-to-month, one year, etc.) for the same service, and will be subject to the applicable term commitment, if any, unless the customer terminates the service within sixty (60) days of the conversion date.

2. GENERAL REGULATIONS

2.7 Termination Liability (Cont'd)

- D. Early termination charges will not be assessed under the following circumstances:
- (1) Customer moves existing service either to a new location within the same address and/or same building (inside move) or to a new location (outside move) and maintains that service for the remainder of the term;
 - (2) Customer attempts to move the existing service to a new location within Company's service area, but the service is unavailable;
 - (3) Customer renegotiates a new term commitment plan for the same service before the current term commitment expires and the value of the new term commitment is equal to or greater than the remaining value of the current term commitment; or
 - (4) Customer changes to another service or upgrades service to a higher speed or capacity under a term commitment, provided the following conditions are met:
 - (a) The value of the new term commitment is equal to or greater than the remaining value of the current term commitment,
 - (b) The Company provides the new service via tariff or on an individual case basis (ICB), and
 - (c) The order to discontinue the existing service and the order for the new or upgraded service are received by the Company at the same time.
 - (5) Asynchronous Transfer Mode (ATM) and Frame Relay changes to another service or upgrades service to a higher speed or capacity under a term commitment, provided the following conditions are met:
 - (a) The value of the new term commitment is equal to or greater than the remaining value of the current term commitment,
 - (b) The Company or its affiliates provides the new service via tariff, similar documents, commercial agreements, or on an individual case basis (ICB), and
 - (c) The order to discontinue the existing service and the order for the new or upgraded service are received by the Company or its affiliates at the same time.
- E. The rules and regulations set forth in A. through D. preceding affect only those services that reference this section for termination liability application. Termination liability as specified for other services shown elsewhere in the Company's tariffs applies in lieu of the above.

3. CARRIER COMMON LINE SERVICE

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3. CARRIER COMMON LINE SERVICE

3.1 General

Carrier Common Line charges are applicable in conjunction with Switched Access Service provided in Section 4 of this tariff. The Telephone Company will provide Carrier Common Line Service to ICs or End Users of FCO/ONAL Service or End Users of Feature Group B Services.

3.2 Description of Carrier Common Line Access Service

3.2.1 Description

Carrier Common Line charges compensate the Telephone Company for the use of Telephone Company provided common lines by customers for access to end users in furnishing Intrastate Communications.

3.2.2 Limitations

(A) Exclusions

Neither a telephone number nor detail billing are provided with Carrier Common Line access. Additionally, directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line access.

(B) WATS/WATS-type Access Lines

Where Switched Access Services are connected with Dedicated Access Services at Telephone Company designated WATS Serving Offices for the provision of WATS/WATS-type Services, Switched Access Service minutes which are carried on that end of the service (i.e., originating minutes for outward WATS/WATS-type services and terminating minutes for inward WATS/WATS-type services) shall not be assessed Carrier Common Line per minute charges.

3.3 Obligations of the Customer

3.3.1 Switched Access Service Requirement

Switched Access Service associated with the Carrier Common Line charges shall be ordered by the customer under other sections of this tariff.

3.3.2 Supervision

The customer facilities at the premises of the ordering customer shall provide the necessary on-hook and off-hook supervision.

3.4 Rate Regulations

3.4.1 Description and Application of Rates

(A) Billing of Charges

Carrier Common Line charges will be billed to each Switched Access Service provided under this tariff in accordance with the regulations as set forth in (D) following, except as set forth in (C) following and 3.4.3(D).

3. CARRIER COMMON LINE SERVICE

3.4 Rate Regulations (Cont'd)

3.4.1 Description and Application of Rates (Cont'd)

(B) Measuring and Recording of Call Detail

When access minutes are used to determine Carrier Common Line charges, they will be accumulated using call detail recorded by Telephone Company equipment. The Telephone Company measuring and recording equipment will be associated with end office or access tandem switching equipment and will record each originating and terminating access minute, as described in 5.4.2(H), where answer supervision is received. The accumulated access minutes will be summed on a line by line or trunk by trunk basis, by access group or by end office, whichever type of account is used by the Telephone Company, for each customer and then rounded to the nearest minute.

(C) Mixed Interstate and Intrastate Usage

When the customer reports interstate and intrastate use of Switched Access Service, Carrier Common Line charges, as set forth in 3.5, will be billed only to intrastate Switched Access Service access minutes based on the data reported by the customer, as set forth in 5.3.2 and 5.4.2(D), except where the Telephone Company is billing according to actual usage by jurisdiction. Intrastate Switched Access Service access minutes will, after adjustment as set forth in 3.4.3(D), when necessary, be used to determine Carrier Common Line charges as set forth in (D) following.

(D) Determination of Charges

(1) Terminating access, per minute charge(s) apply to:

- less those terminating access minutes of use associated with Mobile Telephone Switching Offices (MTSO's);
- all originating access minutes of use associated with FGA or BSA-A Access Services where the off-hook supervisory signaling is forwarded by the customer's equipment when the called party answers;
- All originating access minutes of use associated with calls placed to Service Access Code numbers, less those originating access minutes of use associated with calls placed to 500, 700, 800, 888 and 900 numbers for which the customer furnishes a report of either the number of minutes or a report of the percent of minutes that terminate to a subscriber or common line, rather than a dedicated access line. This report will be provided by the customer on a quarterly basis, indicating for each month thereof or quarter, the information as set forth preceding in order to calculate the common line charges.

The customer will provide a report indicating separate common line information for 500, 700, 800, 888 and 900 access minutes, at a statewide level and by jurisdiction. This report shall also include the applicable Access Customer Name Abbreviation (ACNA).

The report will be based on the calendar year and will be due by the 15th day of the month preceding the quarter for which it is to be applied in order to become effective with the first full month of usage. Should the report be received after the 15th day of the month, the Telephone Company will make every effort to process the report as set forth above. When received by the Telephone Company as described herein, the quarterly report will be used for calculating common line charges on a current bill basis for the next three months usage.

Prorating or backbilling will not occur based on the report. Any under or over estimation should be reflected in the subsequent quarterly report.

3. CARRIER COMMON LINE SERVICE

3.4 Rate Regulations (Cont'd)

3.4.1 Description and Application of Rates (Cont'd)

(D) Determination of Charges (Cont'd)

(1) (Continued)

If a billing dispute arises concerning the customer provided report, the Telephone Company will request the customer to provide the data used to develop the report. The Telephone Company will not request such data more than once a year. The customer shall supply the data within 30 days of the Telephone Company's request.

In the event the customer fails to provide a quarterly report, the Telephone Company will use the previously reported information to calculate the common line charges.

(2) The originating access per minute charge(s) apply to:

- all originating access minutes of use;
- less those originating access minutes of use associated with Mobile Telephone Switching Offices (MTSO's);
- less those originating access minutes of use associated with FGA or BSA-A Access Services where the off-hook supervisory signaling is forwarded by the customer's equipment when the called party answers;
- less all originating access minutes of use associated with calls placed to Service Access Code numbers;
- plus all originating access minutes of use associated with calls placed to 500, 700, 800, 888 and 900 numbers for which the customer furnishes a report of either the number of minutes or a report of the percent of minutes that terminate to a subscriber or common line, and for which a corresponding reduction in the number of terminating access minutes of use has been made as set forth in (1) preceding.

3.4.2 Determination of Usage Subject to Carrier Common Line Charges

Except as set forth herein, all Switched Access Service provided to the customer will be subject to Carrier Common Line charges.

(A) Determination of Jurisdiction

When the customer reports interstate and intrastate use of Switched Access Service, the associated Carrier Common Line charges for intrastate usage will be determined as set forth in 5.3.2 and 5.4.2(D).

(B) Local Exchange Access and Enhanced Services Exemption

When access to the local exchange is required to provide a customer service (e.g., MTS/WATS-type, telex, Data, etc.) that uses a resold private line service, Switched Access Service Rates and Regulations, as set forth in Section 5, will apply, except when such access to the local exchange is required for the provision of an enhanced service. Carrier Common Line charges, as set forth in 3.5, apply in accordance with the resale rate regulations as set forth in 3.4.3(D).

3. CARRIER COMMON LINE SERVICE

3.4 Rate Regulations (Cont'd)

3.4.3 Resold Services

(A) Scope

Where the customer is reselling MTS/MTS-type service(s) on which the Carrier Common Line and Switched Access charges have been assessed, the customer may, at the option of the customer, obtain FGA, FGB, FGD, BSA-A, BSA-B or BSA-D Switched Access Service under this tariff, for originating and/or terminating access in the local exchange. Such access group or BSA arrangements, whether single lines or trunks or multiline hunt groups or trunk groups, will have Carrier Common Line charges, as set forth in 3.5, applied in accordance with the resale rate regulations set forth in (D) following. For purposes of administering this provision:

Resold intrastate terminating MTS/MTS-type service(s) shall include collect calls, third number calls and credit card calls where the reseller pays the underlying carrier's service charges, and shall not include interstate minutes of use.

Resold intrastate originating MTS/MTS-type service(s) shall not include collect, third number, credit card or interstate minutes of use.

(B) Customer Obligations Concerning the Resale of MTS/MTS-type Services

When the customer is reselling MTS/MTS-type service, as set forth in (A) preceding, the customer will be charged Carrier Common Line charges in accordance with the resale rate regulations, as set forth in (D) following, if the customer or the provider of the MTS/MTS-type service furnishes documentation of the MTS/MTS-type usage. Such documentation shall be supplied each month by the customer and shall identify the involved resold MTS/MTS-type services.

The monthly period used to determine the minutes of use for resold MTS/MTS-type service(s) shall be the most recent monthly period for which the customer has received a bill for such resold service(s). This information shall be delivered to the Telephone Company, at a location specified by the Telephone Company, no later than 15 days after the bill date shown on the resold MTS/MTS-type service bill. If the required information is not received by the Telephone Company, the previously reported information, as described preceding, will be used for the next two months. For any subsequent month, no allocation or credit will be made until the required documentation has been received by the Telephone Company.

(C) Resale Documentation Provided By the Customer

When the customer utilizes Switched Access Service, as set forth in (B) preceding, the Telephone Company may request a certified copy of the customer's resold MTS/MTS-type usage billing from either the customer or the provider of the MTS/MTS-type service. Requests for billing will relate back no more than 12 months prior to the current billing period.

3. CARRIER COMMON LINE SERVICE

3.4 Rate Regulations (Cont'd)3.4.3 Resold Services (Cont'd)(D) Rate Regulations Concerning the Resale of MTS/MTS-type Services

When the customer is provided an access or BSA group to be used in conjunction with the resale of MTS/MTS-type services, as set forth in (A) preceding, subject to the limitations, as set forth in 3.2.2, and the billing entity receives the usage information required, as set forth in (B) preceding, to calculate the adjustment of Carrier Common Line charges, the customer will be billed the adjusted originating intrastate access minutes and the adjusted terminating intrastate access minutes for such access group.

The adjusted originating access minutes will be the originating intrastate access minutes less the reported resold originating MTS/MTS-type service minutes of use, as set forth in (1)(a) preceding, but not less than zero. The adjusted terminating access minutes will be the terminating intrastate access minutes less the reported resold terminating MTS/MTS-type service minutes of use, as set forth in (1)(b) preceding, but not less than zero.

(1) Apportionment and Adjustment of Resold Minutes of Use

When the customer is provided with more than one access group or BSA-A in a LATA in association with the resale of MTS/MTS-type services, the resold minutes of use will be apportioned as follows:

(a) Originating Services

The Telephone Company will apportion the resold originating MTS/MTS-type services and originating minutes of use for which the resale credit adjustment applies, among the access groups and BSAs. Such apportionment will be based on the relationship of the originating usage for each access group or BSA to the total originating usage for all access groups and BSAs in the LATA. For purposes of administering this provision:

Resold originating MTS/MTS-type services minutes shall be only those attributable to intrastate originating MTS/MTS-type minutes and shall not include collect, third number, credit card or interstate minutes of use.

The resale credit adjustment shall apply for resold originating MTS/MTS-type services and minutes of use, provided Carrier Common Line and Switched Access charges have been assessed on such services.

(b) Terminating Services

The Telephone Company will apportion the resold terminating MTS/MTS-type services and terminating minutes of use for which the resale credit adjustment applies, among the access groups and BSAs. Such apportionment will be based on the relationship of the terminating usage for each access group or BSA to the total terminating usage for all access groups and BSAs in the LATA. For purposes of administering this provision:

Resold terminating MTS/MTS-type services minutes shall be only those attributable to intrastate terminating MTS/MTS-type minutes of use (i.e., collect, third number, and credit card) and shall not include interstate minutes of use or MTS/MTS-type minutes of use paid for by another party.

The resale credit adjustment shall apply for resold terminating MTS/MTS-type services and minutes of use, provided Carrier Common Line and Switched Access charges have been assessed on such services.

3. CARRIER COMMON LINE SERVICE

3.4 Rate Regulations (Cont'd)

3.4.3 Resold Services (Cont'd)

(D) Rate Regulations Concerning the Resale of MTS/MTS-type Services (Cont'd)

(2) Same State/Telephone Company/Exchange Limitation

In order for the rate regulations to apply, the access groups or BSAs and the resold MTS/ MTS-type services must be provided in the same state (except when the same extended area service arrangement is provided in two different states by the same Telephone Company) in the same exchange, provided by the same Telephone Company and connected directly or indirectly. For those exchanges that encompass more than one state, the customer shall report the information by state within the exchange.

(3) Direct and Indirect Connections

Each of the access group or BSA arrangements used by the customer in association with the resold MTS/MTS-type services must be connected either directly or indirectly to the customer designated premises at which the resold MTS/MTS-type services are terminated. Direct connections are those arrangements where the access groups and resold MTS/MTS-type services are terminated at the same customer designated premises.

Indirect originating connections are those arrangements where the access groups, BSAs, and the resold originating MTS/MTS-type services are physically located at different customer designated premises in the same exchange. Such different customer designated premises are connected by facilities that permit a call to flow from access groups to resold MTS/MTS-type services.

Indirect terminating connections are those arrangements where the access groups, BSAs, and resold terminating MTS/MTS-type services are physically located at different customer designated premises in the same exchange. Such different customer designated premises are connected by facilities that permit a call to flow from resold terminating MTS/MTS-type services to access groups.

(4) Conversion of Billed Usage to Minutes

When the MTS/MTS-type usage is shown in hours, the number of hours shall be multiplied by 60 to develop the associated MTS/MTS-type minutes of use. If the MTS/MTS-type usage is shown in a unit that does not show hours or minutes, the customer shall provide a factor to convert the shown units to minutes.

(5) Mixed Interstate and Intrastate Usage

The adjustment will be made to the customer account, as set forth in 5.4.2(l).

3. CARRIER COMMON LINE SERVICE

3.4 Rate Regulations (Cont'd)3.4.4 Coin Services(A) Collection and Remittance of Coin Station Monies

When the customer is provided Operator Assistance-Coin or Combined Coin and Noncoin or Operator Assistance-Full Feature Arrangements for sent-paid pay telephone access as set forth in Section 5., the Telephone Company will collect sent-paid monies from pay telephone stations and will remit monies to the customer as set forth in 3.4.4(C). The Telephone Company will provide message call detail format and bill periods used to determine the monies upon request from the customer.

(B) Provision of Message Call Detail Concerning Coin Station Monies

Where Operator Assistance-Coin or Combined Coin and Noncoin or Operator Assistance-Full Feature Arrangements for sent-paid pay telephone access is provided to the customer and the customer wishes to receive the monies it is due for the monies collected by the Telephone Company from coin pay telephone stations, the customer shall furnish to the Telephone Company, at a location specified by the Telephone Company, the customer message call detail for the customer sent-paid (coin) pay telephone calls in accordance with the Telephone Company collection schedule. The customer message call detail furnished shall be in a standard format established by the Telephone Company. The Telephone Company will provide to the customer the precise details of the required standard format. If, in the course of Telephone Company business, it is necessary to change the standard format, the Telephone Company will provide notification to the involved customer six months prior to the change. If no customer message call detail is received from the customer for each bill period established by the Telephone Company, the Telephone Company will assume there were no customer sent-paid (coin) pay telephone calls for the period. In addition the customer shall furnish a schedule of its charges for sent-paid (coin) calls to the Telephone Company at a location and date as specified by the Telephone Company. Any change in the customer's schedule of charges shall be furnished to the Telephone Company one day after the change becomes effective.

(C) Payment of Coin Sent-Paid Monies

The Telephone Company will collect the monies from coin pay telephone stations and will determine the remit amounts due to a customer which is provided Operator Assistance-Coin or Combined Coin and Noncoin or Operator Assistance-Full Feature Arrangements for sent-paid pay telephone access as set forth in Section 5. as follows:

(1) Bill Period Coin Revenue

The Telephone Company will establish a collection schedule for each coin pay telephone station and will collect the monies from the coin pay stations based on this collection schedule. The monies collected based on this schedule during each bill period established by the Telephone Company will be identified by coin pay telephone station and summed to develop the Bill Period Coin Revenue for each coin record day (i.e., the day a record is prepared and dated to show the amount due the customer).

(2) Total Customer Coin Revenue

The intrastate Total Customer Coin Revenue will be determined by the Telephone Company based on the customer message call detail received from the customer for each bill period and the customer's schedule of charges for sent-paid coin calls. Such Total Customer Coin Revenue will be developed each coin record day.

FACILITIES FOR INTRASTATE ACCESS

3. CARRIER COMMON LINE SERVICE

3.4 Rate Regulations (Cont'd)

3.4.4 Coin Services (Cont'd)

(C) Payment of Coin Sent-Paid Monies (Cont'd)

(3) Recourse Adjustments

For each coin record day, the Telephone Company will subtract from the total customer Coin Revenue an amount for coin station shortages. Coin station shortages are amounts resulting from unauthorized calling at coin pay telephone stations, use of unauthorized coins (i.e., foreign coins, slugs and improper use of U.S. pennies), unauthorized removal of coins from coin pay telephone stations and coin refunds beyond the Telephone Company's control. Such amount for coin station shortages will be developed by the Telephone Company by multiplying the Total Customer Coin Revenue for each coin record day by a shortage factor. Such amount will be rounded to the nearest penny. The shortage factor will be determined by dividing the yearly total coin shortage amount by the yearly total coin revenue amount (i.e., total coin revenue equals the Coin Revenue due under exchange tariffs, state toll tariffs and interstate toll tariffs). The total coin shortage amount and the total revenue amount will be determined by the Telephone Company through an annual special study.

(4) Payment of Net Customer Coin Revenue

The Telephone Company will determine the Net Customer Coin Revenue for each coin record day by subtracting from the Total Customer Coin Revenue determined as set forth in (2) preceding the amount for coin station shortages determined as set forth in (3) preceding. On the date (payment date) determined by adding 45 days to the coin record day, the Telephone Company will remit payment to the customer for the Net Customer Coin Revenue.

(5) Audit Provisions

Upon reasonable written notice by the customer to the Telephone Company, the customer shall have the right through its authorized representative to examine and audit, during normal business hours and at reasonable intervals as determined by the Telephone Company, all such records and accounts as may under recognized accounting practices contain information bearing upon the determination of the amount payable to the customer. Adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit. Neither such right to examine and audit nor the right to receive such adjustment shall be affected by any statement to the contrary, appearing on checks or otherwise, unless such statement expressly waiving such right appears in a letter signed by the authorized representative of the party having such right and delivered to the other party.

All information received or reviewed by the customer or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purpose.

3.5 Rates and Charges

The rate for Carrier Common Line service is:

Per Originating Access Minute	.0159409
Per Terminating Access Minute	.0246950 *

* Terminating MTS Access Minutes of Use are excluded from this charge.

4. ORDERING OPTIONS FOR FIA

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4. ORDERING OPTIONS FOR FIA

4.1 General

This section sets forth the regulations and order related charges for FIA Orders to provide the customer with FIA. These charges are in addition to other applicable charges as set forth in other sections of this tariff.

Any entity intending to resell intraexchange private line services must be certificated by the Florida Public Service Commission as an Alternative Access Vendor (AAV). Any entity intending to resell interexchange private line services must be certificated by the Florida Public Service Commission as an Alternative Access Vendor (AAV) or Interexchange Carrier (IXC). Those entities certificated as an AAV or IXC may resell intraexchange and interexchange private line services only by purchasing the like service at the rates and conditions outlined in this Tariff from Section 6, Dedicated Access Services.

A certificated AAV may purchase and resell a Local exchange Company's (LECs) private line services only between affiliated entities. AAVs can resell a dedicated access line which is part of a dedicated interexchange private line between affiliates, and a dedicated access line to an IXC's switched network and no affiliate restriction. In addition, an IXC can resell an interexchange private line service under its existing IXC certificate with no affiliate restriction, provided the LEC provides the local channel on each end of the private line service. However, if an IXC utilizes an AAV to provide the local channels, the affiliate restrictions will apply.

Payment for Dedicated Access Service Nonrecurring Charges required as a result of an IC generated activity is the responsibility of the IC. IC generated activity is defined as the relocation of an IC POP.

The End User is responsible for the placing of and payment for Feature Group B, Switched Access orders and charges as set forth in Sections 3, and 5.

4.1.1 Ordering Conditions

(A) A customer may order any amount of FIA (Switched or Dedicated) of the same interface type, same Feature Group, same BSA, or same Dedicated Access between the same locations for installation on the same date on a single FIA ASR. A customer may order the changed use of Switched Access and Special Access over the same high capacity facility however, separate FIA ASRs are required. The methodology for shared use is set forth in 6.6.7.

- ASRs for FGA or BSA-A must specify the number of lines required.
- ASRs for FGB or BSA-B must specify the number of trunks required.
- ASRs for FGC, FGD, BSA-C, BSA-D and SAC Access Service must specify the number of trunks required or Busy Hour Minutes of Capacity (BHMC). For Tandem-Switched Transport, the customer has the option of specifying the number of trunks or Busy Hour Minutes of Capacity (BHMC). In addition, the ASR must indicate whether the Switched Transport ordered is for Entrance Facilities, Direct-Trunked Transport and/or Tandem-Switched Transport. For Direct-Trunked Transport, and Entrance Facilities the ASR must specify channel type, channel interface, and any options desired. In addition, ASRs for Direct-Trunked Transport must specify Facility Hubs involved.

Additional ASR requirements for Switched Access Service are described in 5.2.5(V) and 5.3.2.

(B) The customer shall supply all details necessary to complete an order. The details may include the following: requested service date, customer name, customer designated location, end office, Interface Arrangement, type of Switched Access or Dedicated Access, Supplemental Features, End Office Services and Signaling Interface, and originating and terminating capacity required. The customer may also be required to provide end user name and location, end user contact person, and end user premises access information to complete an order for Dedicated Access.

When a customer orders mixed interstate and intrastate Switched Access, the customer is required to provide an estimate of the percent of traffic which will be interstate. If the customer fails to provide this estimate, the order will not be processed until such time as the customer provides this estimate.

When a customer orders mixed-use dedicated access service, the customer must indicate the jurisdiction based on the criteria as set forth in Section 6.1.6.

4. ORDERING OPTIONS FOR FIA

4.1 General (Cont'd)

4.1.1 Ordering Conditions (Cont'd)

(B) (cont'd)

When a customer orders a FiberConnect SAL he must specify, on the ASR, whether the interface is to be electrical or optical. The customer must order FiberConnect as four DS1s and indicate, on the ASR, the Network Channel Interface (NCI) code for either electrical or fiber optic termination.

- (C) When the Alternate Traffic Routing Optional Arrangement is ordered, more than one CDL will be supplied and the number of trunks for FGB and the number of trunks or BHMC for FGC and FGD to each CDL shall be specified.

When the Alternate Traffic Routing Basic Serving Element (BSE) is ordered, more than one CDL will be supplied and the number of trunks or BHMC for BSA-B, BSA-C, and BSA-D to each CDL shall be specified.

- (D) The customer shall order SAC Access Service, as described in 5.2.1(E), in the same manner set forth for ordering FGD or BSA-D with the following exceptions. For 500 SAC Access Service or 900 SAC Access Service, customers may request direct connections to only those offices designated by the Telephone Company as 500 SAC Access Service or 900 SAC Access Service screening offices. All 500 NXX and 900 NXX code assignments and administration shall be in accordance with the North American Numbering Plan (NANP). 800/877/888 SAC Access Service is offered only in conjunction with the 800/877/888 Customer Identification Function as described in 5.2.5(W) and in conjunction with 800/877/888 Data Base Query Service as described in 5.2.16. Customers may request 800/877/888 SAC access connections to suitably equipped end offices and access tandem offices. A list of those offices will be provided upon request. All 800/877/888 number assignments shall be administered by the Number Administration Service Center (NASC) through the Service Management System (SMS).

500 NXX Codes or 900 NXX Codes to be activated and/or deactivated in conjunction with SAC Access Service, must be provided to the Telephone Company at least 30 business days prior to the effective date of the change.

An ASR is required by the Telephone Company for 500 NXX codes or 900 NXX codes to be activated or deactivated on an access facility level basis. The NXX Translation Charge, as described in Section 5.4.2(G)(7) shall apply to each 500 NXX code activated or deactivated in a Telephone Company switch capable of performing the customer identification function for 500 SAC Access Service. Customer assigned codes for which an ASR has not been received will be blocked.

When SAC Access Service is not terminated over a Local Channel as set forth in 6.1.1(B)(2), the customer must notify the Telephone Company of all local exchange telephone numbers to which SAC Access Service traffic is designated so that the Telephone Company can balance the end office in accordance with standard Telephone Company engineering practices for heavy volume lines.

- (E) The provision of Special Access requires the selection of a Terminating Option as defined in 6.3. The provision of Switched Access requires an Entrance Facility as defined in 5.2.3(B).
- (F) When ordering Operator Services, an ASR is required to establish new a FGC, FGD, BSA-C or BSA-D trunk group(s) or to add Operator Services to an existing FGC, FGD, BSA-C or BSA-D trunk group between the Telephone Company's Operator Services Switching Location and one CDL in the same LATA.

4. ORDERING OPTIONS FOR FIA

4.1 General (Cont'd)

4.1.1 Ordering Conditions (Cont'd)

- (G) When ordering Signaling System 7 (SS7) Out of Band Signaling as described in 5.2.5 (Z) the customer shall provide an ASR specifying a reference to existing CCS7 Access service facilities or reference to a related ASR for CCS7 Access service as described in the Frontier Tariff FCC No. 14. The customer's ASR shall also include STP point codes, STP location identifier codes, FGD or BSA-D trunk or 800/877/888 Service Access trunk circuit identification codes, and switch type. When ordering SS7 Out of Band Signaling for FGD or BSA-D, the customer shall specify that all traffic carried by that FGD or BSA-D will be equipped with out of band signaling. The customer shall work cooperatively with the Telephone Company to determine the number of CCS7 Access service connections required to handle the customer's SS7 Out of Band Signaling traffic.
- (H) When ordering FGD or BSA-D Switched Access with 950-XXXX Access as described in 5.2.5(T), the customer shall provide an ASR specifying with 950-XXXX access code(s) are to be routed and the FGD or BSA-D Switched Access Service over which resulting originating 950-XXXX access code calls are to be routed.
- (I) When ordering Expanded Interconnection Services (EIS) as described in 14.5, the customer shall place an ASR for the Cross Connect, as described in Sections 5.4.3 and 6.1.1(C), to interconnect the facilities of the Telephone Company to the facilities of the customer. Each service application used in conjunction with EIS will require a separate ASR. When ordering additions or changes to the existing EIS facilities, the customer must refer to the specific EIS facilities affected by the addition or change.

4.1.2 Provision of Other Services

- (A) At the option of a customer, Directory Assistance, Additional Labor, Telecommunications Service Priority (TSP), Testing, and Special Routing services may be ordered with an ASR at the same time the ASR is accepted by the Telephone Company. Such requests will be considered to be supplemental to the ASR. The rates and charges for these services as set forth in other sections of this tariff will apply in addition to the ordering charges set forth in this section and the rates and charges for the Switched Access or Special Access with which they are associated.
- (B) The items listed in (A) preceding may subsequently be added to the ASR at any time, up to and including the service date established by the ASR. When ordered subsequently, charges for ASR modifications as set forth in 4.2.2 following will apply.

4.1.3 Special Construction

The regulations, rates and charges for Special Construction as set forth in Section 12 following are in addition to the regulations, rates and charges specified in this section.

4.1.4 Expanded Interconnection Service (EIS)

The regulations, rates and charges for EIS in Section 14 are in addition to the regulations, rates and charges specified in this section.

4.2 Access Service Request

An ASR is used by the Telephone Company to receive orders for the following types of FIA requested by the customer:

- Switched Access as set forth in Section 5 following,
- Dedicated Access as set forth in Section 6 following, and
- Other Services as set forth in other sections of the tariff.

4. ORDERING OPTIONS FOR FIA

4.2 Access Service Request (Cont'd)

4.2.1 Service Date Intervals

The time required to provision service is known as the service date interval. Such intervals will be established in accordance with published service date interval guidelines which are available to customers upon request. The service date interval guidelines will apply to ASRs and will specify the quantities of FIA that can be provided on the same service date. The customer may request a service date other than that established pursuant to the service date interval guidelines, and the Telephone Company, where possible, will establish the service date in accordance with such request, subject, however, to other applicable provisions of this tariff.

4.2.2 ASR Modifications

The customer may request a modification of its ASR prior to the service date. The Telephone 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 ASR within normal business hours. If the modification cannot be made with the normal work force during normal business hours, the Telephone Company will notify the customer. If the customer still desires the ASR modification, the Telephone Company will schedule a new service date. All charges for ASR modifications will apply on a per occurrence basis. Where a new ASR may be required the appropriate charges, as set forth in other sections of this tariff, will be applicable.

Any increase in the number of Switched Access lines for FGA or BSA-A; trunks or BHMCs for FGB, FGC, FGD, BSA-B, BSA-C, BSA-D and SAC Access Service will require the issuance of a new ASR for the incremental capacity.

(A) Service Date Change Charge

ASR service dates may be changed, however a Service Date Change Charge will apply on a per order per occurrence basis, for each service date change after the Plant Test Date on the ASR.

For Switched Access, the new service date may not exceed the original service date by more than 30 calendar days. If the requested service date is more than 30 calendar days after the original service date, the ASR will be canceled by the Telephone Company and cancellation charges as set forth in 4.2.6 will apply. The ASR will be reissued with the new service date.

For Dedicated Access, except as specified below, the new service date may not exceed the original service date by more than 30 calendar days. If the requested service date is more than 30 calendar days after the original service date, the ASR will be canceled by the Telephone Company. Cancellation charges as set forth in 4.2.6 will apply and the ASR will be reissued with the new service date unless the customer indicates that billing for the service is to commence as set forth in 4.2.6(A).

With the agreement of the Telephone Company, a new service date may be established that is prior to the original service date and the provisions set forth in (E) will apply in addition to the Service Date Change Charge of \$27.00.

(B) Partial Cancellation Charge

Any decrease in the number of Switched Access lines for FGA; trunks or BHMCs for FGB, FGC, FGD, and SAC Access Service; Dedicated Access circuits will be treated as a partial cancellation.

A customer may cancel any number of Dedicated Access circuits. For Switched Access Services, the capacity canceled may be subject to the Minimum Capacity Requirements as set forth in 4.5.

4. ORDERING OPTIONS FOR FIA

4.2 Access Service Request (Cont'd)

4.2.2 ASR Modifications (Cont'd)

(B) Partial Cancellation Charge (Cont'd)

When a customer partially cancels the service ordered on an ASR, charges will apply as follows:

- (1) Except as specified in 4.2.6(D), when an ASR for Switched Access Service is partially canceled on or after the Application Date, the charge will be determined by multiplying the total Installation nonrecurring charges for the canceled portion of the order by the number of business days elapsed since the Application Date and dividing that figure by the number of days in the service interval and adding the Switched Access Ordering Charge.
- (2) When an ASR for Dedicated Access Service is partially canceled, on or after the Application Date, the charge will be determined by multiplying the total Dedicated Access Service nonrecurring charges for the canceled portion of the order by the number of business days elapsed since the Application Date and dividing that figure by the number of days in the service interval.
- (3) When a customer cancels part of a Dedicated Access ASR for which billing has commenced as provided in 4.2.2(A) and 4.2.6(A), cancellation charges as set forth in 4.2.6(C)(3) will apply to that part of the ASR being canceled.

(C) Discontinuance of Service

A customer may discontinue FIA that is in service at any time. The request for discontinuance of service must be received by the Telephone Company at least two business days prior to the date on which service is to be disconnected and billing discontinued. The request may be verbal or written; however, a verbal request must be followed, within ten days, by written confirmation. The written confirmation serves as a confirmation of the verbal request rather than a request itself. The customer must notify the Telephone Company of a delay or cancellation in the discontinuance request prior to the disconnect date. The Telephone Company, where possible, will establish the disconnect date in accordance with such request. Billing and service will then continue until the new requested disconnect date. If a service is discontinued prior to the expiration of the Minimum Period as set forth in 4.2.4, the Minimum Period Charges as set forth in 4.2.5, may apply. For Switched Access Service, the capacity discontinued may be subject to the Minimum Capacity Requirements as set forth in 4.5.

(D) Design Change Charge

The customer may request a design change to a pending ASR for both Switched and Special Access or request a change to an existing Switched Access Service. A design change is a change which requires engineering review. The regulations, rates and charges for a design change are as set forth in Section 5.4.2(A)(i) following for Switched Access Service, and Section 6.6.1(B)(3) following for Special Access Service, and are in addition to the regulations, rates and charges specified in this section.

(E) Requests for Expedition

A customer may request an expedited service date. When this situation occurs, charges will be applicable as set forth in 11.2 following. The Telephone Company will provide an estimate of the charges to the customer. The customer must accept the price estimate prior to the Telephone Company's performing the expedite. The actual charges billed to the customer will be no more than 10 percent over the estimate.

4. ORDERING OPTIONS FOR FIA

4.2 Access Service Request (Cont'd)

4.2.3 Selection of Facilities for Access Service

- (A) Requests for a specific circuit is not an option of the customer except as provided for under Special Facilities Routing of FIA as set forth in Section 9 following.

4.2.4 Minimum Period

- (A) The Minimum Period for which Dedicated Access, End User FIA, Frame Relay, Packet Switching and Basic Service Elements (BSEs) are provided and for which charges are applicable, is one month, except as set forth in B through G.
- (B) The Minimum Period for Miscellaneous Services is as set forth in Section 11.
- (C) The Minimum Period for Ancillary Services is as set forth in Section 7.
- (D) The Minimum Period for FIA provided under Special Construction provisions and for which charges are applicable is as set forth in Section 12.
- (E) The Minimum Period for FGA, FGB, FGC, BSA-A, BSA-B, BSA-C and also for FGD or BSA-D ordered after the conversion of an end office to equal access, is three months. For the application of the minimum period charges for Switched Access Service FGB, FGC, BSA-B, BSA-C and for FGD or BSA-D ordered after the conversion of an end office to Equal Access, it is assumed the last identical capacity placed in service is the first one discontinued.
- (F) For FGD or BSA-D ordered prior to the conversion of an end office to equal access and (1) cancelled prior to the conversion date, a Cancellation Charge as set forth in 4.2.6 applies or (2) cancelled on or after the equal access conversion date, a Discontinuance Charge as set forth in 4.2.7 applies.
- (G) The minimum periods for Expanded Interconnection Services are in Section 14.9.2.

4.2.5 Minimum Period Charges

When FIA are discontinued prior to the expiration of the Minimum Period, charges are applicable for the remaining month(s) and/or fraction thereof of the Minimum Period.

The Minimum Period Charge will be determined as follows:

- (A) For Switched Access usage sensitive rate elements, the charge for the minimum period, or fraction thereof, is equal to the applicable rates for the actual or assumed usage for the minimum period or such fraction thereof. For Switched Access flat-rated monthly elements (i.e., Entrance Facility, Direct-Trunked Transport and Multiplexing rates), the charge for the minimum period or fraction thereof is the applicable monthly rates for the service.
- (B) For Dedicated Access the charge is the applicable monthly rate for the service(s) as set forth in 6.7.
- (C) For FGD or BSA-D ordered prior to conversion of an end office to equal access, but canceled after the equal access conversion date, a Discontinuance Charge as set forth in 4.2.7 applies.

4. ORDERING OPTIONS FOR FIA

4.2 Access Service Request (Cont'd)

4.2.6 Cancellation of an ASR

- (A) A customer may cancel ordered FIA on any date prior to the service date. The cancellation date is the date the Telephone Company receives written or verbal notice from the customer that the ASR is to be canceled. The verbal notice must be followed by written confirmation within 10 days.

For Switched Access Tandem-Switched Transport or ASRs requesting additional trunk activations on existing Direct Trunked Transport facilities, if a customer is unable to accept service within 30 calendar days of the original service date, the ASR shall be considered canceled and charges as set forth in (C) and (D) will apply. In such instances, the cancellation date shall be the 31st calendar day beyond the original service date of the ASR.

For Dedicated Access and Switched Access Entrance Facilities and Direct-Trunked Transport, if a customer is unable to accept service within 30 calendar days of the original service date, the customer has the choice of the following options:

- The Dedicated Access shall be canceled and charges set forth in (C) will apply, or
- Billing for the service will commence.

In either case, the cancellation date or the billing date shall commence on the 31st calendar day beyond the original service date of the ASR.

- (B) ASR costs are considered to have started when the Telephone Company incurs any cost in connection therewith or in preparation thereof which would not otherwise have been incurred. These costs include but are not limited to preliminary engineering, orders to suppliers, and other similar items of cost.
- (C) When a customer cancels an ASR for the installation of new service, or an ASR to modify existing service, charges will apply as follows:

- (1) When an ASR for Switched Access Service is canceled on or after the Application Date, the Cancellation Charge is calculated, on a per ASR basis, by multiplying the total Installation nonrecurring charges for the quantity ordered by the number of business days elapsed since the Application Date, and dividing that figure by the number of days in the service interval (i.e., the number of business days between the Application Date and the last day of the service date interval) and adding the Switched Access Ordering Charge.
- (2) When an ASR for Dedicated Access Service is canceled on or after the Application Date, the Cancellation Charge is calculated, on a per ASR basis, by multiplying the total nonrecurring charges for the quantity ordered by the number of business days elapsed since the Application Date and dividing that figure by the number of days in the service interval (i.e., the number of business days between the order date and the last day of the service date interval).
- (3) When a customer chooses to commence billing rather than cancel an ASR for Dedicated Access as set forth in (A), the customer must submit an ASR prior to calendar day 31 from the original service date and request a service date change. The new service date may not exceed the original service date by more than 120 calendar days. Charges set forth in 4.2.2(A) will only apply for each subsequent service date change request after calendar day 31, not to exceed 120 calendar days.

When a customer elects to commence billing, monthly recurring charges will begin accruing at calendar day 31 after the original service date. Upon completion of the ASR, the initial bill for Dedicated Access Service will include these accrued charges and any additional nonrecurring charges in addition to billable charges specified in 2.4.1(C).

4. ORDERING OPTIONS FOR FIA

4.2 Access Service Request (Cont'd)

4.2.6 Cancellation of an ASR (Cont'd)

(C) (Cont'd)

(3) (Cont'd)

If the ASR is not completed within 121 calendar days of the original service date, the ASR will be canceled. Cancellation charges as set forth in (C)(2) will apply. In addition, the customer will be billed the accrued monthly recurring charges specified above plus any additional nonrecurring charges applicable for the Service. These charges will be computed commencing at day 31 after the original service date up to and including the cancellation date, not to exceed 90 days of service (120 days from the original service date). The Telephone Company will not reissue an ASR with a new service date beyond 121 calendar days. It will be the customer's responsibility to submit a new ASR for Switched or Dedicated Access Service.

(D) For cancellation of an ASR for Switched Access FGD or BSA-D before an end office converts to equal access, cancellation charges as set forth following will apply if the Telephone Company is notified of the cancellation within a period of 12 months prior to the scheduled service date. Cancellation charges apply to each trunk cancelled.*

When, due to a shortage of FGD or BSA-D facilities an allocation of FGD or BSA-D facilities is made, cancellation charges apply only to circuits allocated to the customer.

Cancellation charges will accrue to the maximum in equal monthly increments (i.e., maximum cancellation charge divided by 12) beginning twelve months before an end office converts to equal access. Maximum cancellation charges are listed in Section 4.2.8 following. The charge applied will be the accrued charge in the month during which notice of cancellation is received by the Telephone Company.

Example:

<u>Month During Which Notice Is Received Before Conversion Date</u>	<u>Charge (Per Trunk Cancelled)</u>
12	\$ 32.86
11	65.72
10	98.58
9	131.44
8	164.30
7	197.16
6	230.02
5	262.88
4	295.74
3	328.60
2	361.46
1	394.32

* FGD or BSA-D capacity is ordered in trunks/cancelled in trunks or ordered in BHMC/cancelled in BHMC. Cancelled BHMC will be converted to trunks as set forth in reference document GTE Service Corporation Telephone Operations Traffic Grade of Service Standards.

4. ORDERING OPTIONS FOR FIA

4.2 Access Service Request (cont'd)

4.2.7 Discontinuance of Switched Access FGD or BSA-D

A Discontinuance Charge applies if a customer discontinues FGD or BSA-D service provided at the conversion of an end office to equal access.* The Discontinuance Charge applies to each FGD or BSA-D trunk discontinued with one exception. When the FGD or BSA-D service is a result of an upgrade from FGB, FGC, BSA-B, BSA-C or SAC Access Service trunks in service prior to conversion to equal access, the Discontinuance Charge will only apply to the number of FGD or BSA-D trunks being discontinued that are in excess of the number of FGB, FGC, BSA-B, BSA-C or SAC Access Service trunks in service prior to conversion to equal access. However, the customer may still be liable for any Minimum Period charges as set forth in 4.2.5 that may be applicable to the FGB, FGC BSA-B, BSA-C or SAC Access Service trunks that were in service prior to conversion. For purposes of calculating the Discontinuance Charge the Maximum Discontinuance Charge will be amortized in equal monthly increments (i.e., Maximum Discontinuance Charge divided by 12) over a 12 month period beginning on the date the end office converts to equal access. The Maximum Discontinuance Charge is equal to the FGD or BSA-D Maximum Cancellation Charge set forth in 4.2.8. The charge assessed will be the unamortized portion of the Maximum Discontinuance Charge.

Example:

<u>Month During Which Service is Discontinued After Conversion Date</u>	<u>Charge (Per Trunk Discontinued)</u>
1	\$394.32
2	361.46
3	328.60
4	295.74
5	262.88
6	230.02
7	197.16
8	164.30
9	131.44
10	98.58
11	65.72
12	32.86

4.2.8 FGD or BSA-D Maximum Per Trunk Cancellation Charge

Cancellation Charge - \$394.32

* FGD or BSA-D capacity is ordered in trunks/discontinued in trunks or ordered in BHMC/discontinued in BHMC. Discontinued BHMC will be converted to trunks as set forth in reference document GTE Service Corporation Telephone Operations Traffic Grade of Service Standards.

4.3 Switched Access Minimum Capacity Requirements

4.3.1 A description of Interface Arrangements is found in 5.2.3(B) following.

4.3.2 For the purpose of administering the minimum capacity provisions, different Switched Access feature groups for the same customer may be grouped together if the facilities provided for all the connections are the same and terminate in the same facilities terminal in the same Telephone Company access tandem or end office.

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5. SWITCHED ACCESS

5.1 General

Switched Access provides two-point communications paths between the point of termination at a CDL and the points of termination at Telephone Company end user premises within the Access Area. Each path is established through the use of Switched Transport, End Office Services, and Common Lines or Local Channels. Switched Access provides for the ability to originate calls from an end user's premises to the CDL and to terminate calls from the CDL to an end user's premises. Specific descriptions of Switched Access are in 5.2. Switched Access Services may be connected to a customer's transmission equipment and facilities using a DS0, DS1 or DS3 Cross Connection arrangement where the customer is provided Expanded Interconnection Service as defined in Section 14.

Switched Access is ordered in either quantities of lines, trunks or in Busy Hour Minutes of Capacity (BHMC). FGA and BSA-A is furnished on a per-line basis, FGB and BSA-B is furnished on a per trunk basis, and FGC, FGD, BSA-C, BSA-D and SAC Access Service are furnished on a per-trunk basis in accordance with the capacity ordered in trunks or BHMC.

Quantities of lines, trunks or total BHMC of the circuit group connecting the first point of switching and the CDL are determined at the Telephone Company's first point of switching.

Rates and Charges for Switched Access Service are billed to the IC, except for Carrier Common Line and Switched Access charges associated with Switched Access Services used in the provisioning of FCO/ONAL type services or in some cases Feature Group B which will be ordered by and billed directly to the End User of these services, as set forth in 5.5 following.

The major traffic types are: Originating, Terminating, and Directory Assistance. The originating traffic type represents access capacity within a LATA for carrying traffic from the end user to the IC; the terminating traffic type represents access capacity within a LATA for carrying traffic from the IC to the end user; the Directory Assistance traffic type represents access capacity within a LATA for carrying Directory Assistance traffic from the IC to a Directory Assistance location.

When an End User(s), with a valid Carrier Identification Code(s) (CIC), orders capacity for FGB Access, the End User must at a minimum specify such access capacity in terms of originating traffic type and/or terminating traffic type.

A customer may designate one or more CDLs within the LATA for FGA, FGB, FGC, FGD, BSA-A, BSA-B, BSA-C, BSA-D Switched Access or SAC Access Service, except that in the case of 800/877/888 SAC Access Service, customers may request connections only to suitably equipped end offices and access tandem offices as discussed in 4.1.1(D).

When Switched Access is ordered in BHMC, the BHMC must be differentiated by Feature Group type and directionality of traffic as set forth in 5.3.2 in order for the Telephone Company to properly design Switched Access to meet the traffic carrying capacity requirements of the customer.

When a customer plans to use Switched Access in connection with the resale of services of an IC, the provisions for such Switched Access charges are as set forth in Section 3.

Switched Access is provided with basic testing as described in 5.2.4 and 5.2.7. Additional testing is provided as described in 11.6. Testing is provided only on the FIA supplied by the Telephone Company.

Shared use between Switched Access and Dedicated Access over high capacity facilities is described in 6.6.7.

Switched Access may be ordered by the customer for mixed intrastate and interstate communications as set forth in 5.3.2 and 5.3.3.

5. SWITCHED ACCESS

5.2 Description of Switched Access

Switched Access is provided in conjunction with either of two types of access services, bundled Feature Groups or unbundled Basic Serving Arrangements (BSAs). BSAs, described in 5.2.2, are provided in two basic categories differentiated by their technical characteristics and how they connect, line side or trunk side connection, to the Telephone Company's first point of switching. The trunk side BSA is further differentiated into three alternatives based upon how the end user accesses the trunk side BSA, with or without an access code. Feature Group A (FGA) and Basic Serving Arrangement A (BSA-A) are defined as line side connections to the Telephone Company's network. Feature Group B (FGB), Feature Group C (FGC), Feature Group D (FGD), Basic Serving Arrangement Alternative B (BSA-B), Basic Serving Arrangement Alternative C (BSA-C), and Basic Serving Arrangement Alternative D (BSA-D) are defined as trunk side connections to the Telephone Company's network. The use of a line side or trunk side switched access connection is dependent upon the switched access arrangement ordered by the customer. Feature Groups and BSAs are arranged for either originating, terminating, or two-way calling, based on the end office switching capacity ordered. Originating calling permits the delivery of calls from Telephone Company exchange service locations to the customer's premises. Terminating calling permits the delivery of calls from the customer's premises to Telephone Company exchange service locations. Two-Way calling permits the delivery of calls in both directions, but not simultaneously.

Switched Access will be provided as both Feature Groups and BSAs to Telephone Company end offices either directly routed or routed via an access tandem, except as set forth following:

- Feature Group and BSA trunk side equivalents (FGB and BSA-B, FGC and BSA-C, and FGD and BSA-D) may not be provided for the same Carrier Identification Code (CIC) and/or Billing Account Number (BAN) at Telephone Company end offices which subtend the same tandem. When a Telephone Company end office subtends multiple tandems, Feature Group and BSA trunk side equivalents may not be provided for the same CIC and/or BAN at any Telephone Company end office which subtends either tandem.
- Feature Group and BSA line side equivalents (FGA and BSA-A) may not be mixed in the same multiline hunt group.

5.2.1 Descriptions of Feature Groups

The Telephone Company, under the ordering provisions as set forth in Section 3 preceding, at rates and charges as specified in 5.6 following, will provide Switched Access Feature Groups as follows:

(A) Feature Group A

Feature Group A (FGA), which is available to all customers, provides line-side access to Telephone Company end office switches with an end user access code of NXX-XXXX for the customer's use in originating and terminating communications. FGA is available as Message Telecommunications Service-type or Wide Area Telecommunications Service-type (MTS/WATS-type) access or as Foreign Central Office/Off Network Access Line (FCO/ONAL) open end access, for customer provided intrastate communications capability or connection to an interexchange intrastate service.

- (1) FGA is provided at all Telephone Company end office switches and switches customer communications to and from Common Lines, or Special Access Lines, as set forth in 5.2.1(A).

FGA utilizes a two-point electrical communications path between the Interface Arrangement and the Common Line or Special Access Line which is a voice grade transmission path comprised of any form or configuration of plant capable of, and typically used in the telecommunications industry for, the transmission of the human voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

- (2) FGA is provided as line-side switching through end office switch line equipment. Line-side switching may, at the option of the customer, be provided with ground start supervisory signaling or loop start supervisory signaling.

5. SWITCHED ACCESS

5.2.1 Descriptions of Feature Groups (cont'd)

(A) Feature Group A (cont'd)

- (3) The customer shall select the first point of switching, within the selected FGA Access Area.
- (4) FGA is arranged for originating calling only, terminating calling only or two-way calling. The Telephone Company will determine the type of calling to be provided unless the customer requests the option, Customer Specification of Switched Access Directionality as described in 5.2.5(H). For such specification, additional charges on an Individual Case Basis will apply if the calling arrangements are different than that the Telephone Company would have provided without such special arrangements. Originating calling permits the origination of calls from the end user to the CDL. Terminating calling permits the termination of calls from the CDL to the end user. Two-way calling permits either the origination or termination of calls, but not simultaneously.
- (5) FGA, when being used in the terminating direction, is arranged with dial tone start-dial signaling and dial pulse address signaling. FGA, when being used in the terminating direction, may, at the option of the customer, be arranged for Dual Tone Multifrequency (DTMF) address signaling, subject to availability of equipment in the end office from which FGA is provided. When FGA is provided in a Hunt Group Arrangement or Uniform Call Distribution Arrangement, all FGA will be arranged for the same type of signaling.

No address signaling is provided by the Telephone Company when FGA is used in the originating direction. Address signaling in such cases, if required by the customer, must be provided by the end user using inband tone signaling techniques. Such inband tone address signals will be subject to the ordinary transmission capabilities of the Switched Transport provided.

- (6) FGA, when used in the terminating direction, may be used to access valid NXXs in the FGA Access Area. For FGA, the Access Area is defined as the Local Access and Transport Area (LATA). The Telephone Company may, at the customer's request, and depending on the technical capabilities, screen and block such interLATA calls. Access is also provided to local operator service (0- and 0+), directory assistance (411 and 555-1212), emergency reporting service (911), local telephone repair (611), information services (e.g., time and temperature) and IC services (by dialing the appropriate digits). The customer will be billed for an operator surcharge as set forth in the Telephone Company General and/or Local Tariffs, for local operator assistance (0-) calls; certain community information service calls; directory assistance (411 and 555-1212) calls; and customer call charges in accordance with other IC tariffs in force when the Telephone Company performs the billing for such customer calls. Switched Access Service terminating usage rates will not apply. Instead, FGA calls to this service are subject to the Directory Assistance Access Service rates as set forth in Section 8.5.2 following.

Access to these services may, at the option of the customer, be blocked when the Call Denial on Line or Hunt Group three digit or six digit dial code screening arrangements are provided, subject to the availability of the equipment in the end office from which FGA is provided. Call Denial on Line or Hunt Group is an arrangement which will screen terminating calls except calls to 411, 611, 911, 800, 888, 555-1212, and a set of NXXs selected by the customer, in cooperation with the Telephone Company for each end office switch and route all other calls to reorder tone or recorded announcement.

Three digit dial code screening is an arrangement which will screen terminating calls and allow completion of calls to one or more specific NXXs (or all NXXs) within the Home NPA, or calls to one, two, or three digit service codes (e.g., 0, 411) and route all others to reorder tone or recorded announcement.

Six digit dial code screening is an arrangement which will screen Access Area terminating calls and allow completion of calls to selected NXXs within foreign NPAs and route all other calls in the foreign NPA to reorder tone or recorded announcement.

5. SWITCHED ACCESS

5.2.1 Descriptions of Feature Groups (Cont'd)(A) Feature Group A (Cont'd)

- (7) FGA is provided on a single line basis. FGA may, at the option of the customer, be provided in a Hunt Group Arrangement or a Uniform Call Distribution Arrangement. When FGA is provided with these arrangements, the FGA may also, at the option of the customer, be provided with a Nonhunting Number Arrangement. The Uniform Call Distribution Arrangement and the Nonhunting Number Arrangement are only available from certain Telephone Company end office switches. All FGA in a Hunt Group Arrangement or Uniform Call Distribution Arrangement with the Nonhunting Number Arrangement will be similarly arranged.
- (9) A seven digit telephone number assigned by the Telephone Company is provided for access to FGA in the originating direction. The seven digit local telephone number will be associated with the selected end office switch and is of the form NXX-XXXX. If the customer requests a specific seven digit telephone number that is not currently assigned and the Telephone Company can, with reasonable effort, comply with that request, the requested number will be assigned to the customer.
- (9) FGA is provided with basic testing at no additional charge. Basic tests include: loss, 3 tone slope, (C-message and C-notched), dc continuity and when applicable operational signaling.
- (a) Where Telephone Company equipment is available a seven digit access number will be provided to the customer for testing in the terminating direction. These access numbers shall include: balance (100 type) test line, and milliwatt (102 type) test line.

Additional testing will apply as set forth in 11.6 following when: (a) the customer requests a test not specified in the preceding; (b) the test requested is not essential to the ongoing maintenance of FGA; or (c) the customer requests testing on a more frequent basis than scheduled for in the Telephone Company's Central Office Maintenance Planning System (COMPS). The Telephone Company will routinely perform maintenance testing from the dial tone end office to the customer's first point of switching.

- (10) When all FGA for an individual customer (a single line or entire hunt group) is discontinued at an end office, a regular number intercept announcement is provided. This arrangement provides, for a limited period of time, an announcement that the service associated with the number dialed has been disconnected.
- (11) FGA is provided with either Type B or Type C transmission performance. The parameters associated with these performances are guaranteed to the first point of switching. Type C transmission performance is provided with Interface Arrangement 1 and Type B is provided with Interface Arrangements 2 through 10. In addition, Data Transmission Parameters may, at the option of the customer, be provided with FGA.

(B) Feature Group B

Feature Group B (FGB), which is available to all customers and/or End Users with a valid Carrier Identification Code(s) (CIC), provides trunk-side access to Telephone Company end office switches with an associated uniform 950-XXXX access code for originating and terminating communications for customer provided intrastate communications capability or connection to an interexchange intrastate service. A more detailed description of FGB is set forth in 5.2.4.

- (1) FGB, when provided without the use of an access tandem switch (in a directly routed arrangement), is provided at all Telephone Company appropriately equipped electronic end office switches. When provided via Telephone Company appropriately equipped electronic access tandem switches, FGB End Office Services are provided at all Telephone Company subtending end office switches in the terminating direction and at appropriately equipped end offices in the originating direction utilizing the end user access code of 950-XXXX. For those subtending end offices that are not appropriately equipped, access in the originating direction is available by the end user access code of 1+950-XXXX.

5. SWITCHED ACCESS

5.2.1 Descriptions of Feature Groups (Cont'd)

(B) Feature Group B (Cont'd)

(1) (cont'd)

FGB utilizes a two-point electrical communications path between the Interface Arrangement and Common Line or a Local Channel, as set forth in 5.2.1(B) preceding, which is a voice grade transmission path comprised of any form or configuration of plant capable of, and typically used in the telecommunications industry for, the transmission of the human voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

- (2) FGB is provided as trunk-side switching through the use of end office switch trunk equipment. The switch trunk equipment is provided with wink start pulsing and answer and disconnect supervisory signaling.
- (3) The Telephone Company will select the trunking arrangement from the end office, within the selected Access Area from which FGB is to be provided. If the customer orders an Automatic Number Identification (ANI) Arrangement or Rotary Dial Station Signaling, where available, special routing and trunking arrangements may be required.
- (4) FGB is arranged for either originating, terminating, or two-way calling based on the trunks ordered. The Telephone Company will determine the type of directional calling to be provided unless the customer requests the option, Customer Specification of Switched Access Directionality as described in 5.2.5(H) following. For such specification, additional charges on an Individual Case Basis will apply if the calling arrangements are different from that the Telephone Company would have provided without such special arrangements. Originating calling permits the origination of calls from the end user to the CDL. Terminating calling permits the termination of calls from the CDL to the end user. Two-way calling permits either the origination or termination of calls, but not simultaneously.
- (5) FGB, when being used in the terminating and originating direction, is provided with multifrequency address signaling. At the option of the customer, up to 7 Digits Outpulsing of Access Digits to the customer will be provided in the originating direction by the Telephone Company equipment to the CDL where the FGB terminates. Except for FGB provided with the ANI arrangement or Rotary Dial Station Signaling as set forth in 5.2.5(M), any other address signaling in the originating direction, if required by the customer, must be provided by the end user using inband tone signaling techniques. Such inband tone address signals will not be regenerated by the Telephone Company and will be subject to the ordinary transmission capabilities of the Switched Transport provided.
- (6) FGB, when being used in the terminating direction, may be used to access valid NXXs in the FGB Access Area. If the FGB connection is made directly to an end office the Access Area is that of that end office only. If the FGB connection is made to an access tandem the Access Area is that of all end offices subtending that access tandem. The description of any FGB Access Area will be provided to the customer upon request. Access is also available to information services (e.g., time and temperature) and IC services by dialing the appropriate digits and other services when those services can be reached using valid NXX codes.
- (7) A separate trunk group will be established based on the directionality (i.e., originating only, terminating only, or two-way traffic) of the FGB arrangement provided.
- (8) The access code for FGB is a uniform access code in the form of 950-XXXX. For end offices not appropriately equipped an IC may instruct their end users to access the FGB by dialing 1+950-XXXX.

5. SWITCHED ACCESS

5.2.1 Descriptions of Feature Groups (Cont'd)

(B) Feature Group B (Cont'd)

- (9) FGB may, at the option of the customer, be arranged to provide an ANI arrangement to obtain the calling station billing numbers. ANI is not available if the FGB connection is at an access tandem. The ANI arrangement provides seven digit calling station billing number information to the CDL. In those situations where no billing number is available in the end office switch, as with 4/8 party service, no seven digit number will be provided and an "operator identification" information digit will be provided.

In those cases where an ANI failure has occurred in the end office switch, no seven digit number will be provided, and an "identification failure" information digit will be provided. ANI will be available using multifrequency signaling provided by the Telephone Company.

Rotary Dial Station Signaling will be made available in certain end offices using dial repeating equipment provided by the Telephone Company. The customer must order Switched Transport arranged to pass the dial repeating signals. FGB is provided in directly routed arrangements where the ANI or Rotary Dial Station Signaling arrangements are provided.

Only calls from end users terminated on the end office switch will be provided with the ANI or Rotary Dial Station Signaling arrangements.

FGB Switching provided with Automatic Number Identification (ANI) arrangements, provisioned to an End User(s) where facilities permit, must be for the End User(s) own use and cannot be resold, pursuant to Florida Public Service Commission Docket No. 900823-TL, Order No. PSC-92-1081-FOF-TL, issued September 30, 1992.

- (10) The Telephone Company will determine the end office ANI protocol for FGB. The Telephone Company makes no guarantee that ANI will be available at all end offices which have access to FGB.
- (11) FGB is provided with basic testing at no additional charge. Basic tests include: loss, 3 tone slope, (C-message and C-notched noise) and where applicable, dc continuity, signaling and balance testing.
- (a) Where Telephone Company equipment is available, a seven digit access number will be provided to the customer for testing in the terminating direction. These access numbers shall include: balance (100 type) test line, milliwatt (102 type) test line, data transmission (107 type) test line, loop around test line, short circuit test line and open circuit test line.
- (b) Where Telephone Company equipment is available and the customer is equipped with compatible remote office test lines, FGB will be provided with automatic testing (105 type or equivalent) in the originating direction.

Additional testing charges apply as set forth in 11.6 following when: (a) the customer requests a test not specified in the preceding; (b) the test requested is not essential to the ongoing maintenance of FGB; or (c) the customer requests testing on a more frequent basis than scheduled in the Telephone Company's Central Office Maintenance Planning System (COMPS). The Telephone Company will routinely perform maintenance testing from its access tandem or end office (if direct routed) to the customer's first point of switching.

- (12) When all FGB is discontinued at an end office and/or in an Access Area, a regular number intercept announcement is provided. This arrangement provides, for a limited period of time, an announcement that the FGB associated with the number dialed has been disconnected.
- (13) FGB is provided with either Type B or Type C transmission performance. The parameters associated with these performances are guaranteed to the end office, when routed directly, or to the first point of switching, when routed via an access tandem. Type C transmission performance is provided with Interface Arrangement 1 and Type B is provided with Interface Arrangements 2 through 10. In addition, Data Transmission Parameters may, at the option of the customer, be provided with FGB.

5. SWITCHED ACCESS

5.2.1 Descriptions of Feature Groups (cont'd)(B) Feature Group B (cont'd)

- (14) FGB may at the option of the customer and with the concurrence of the Telephone Company, be provided with Alternate Traffic Routing. This arrangement, as shown in 5.2.5(A), delivers originating traffic from an end office over a designated trunk group to the CDL. When that trunk group is fully loaded, additional originating traffic is automatically delivered over one or more designated trunk groups to one or more CDLs.

(C) Feature Group C

Feature Group C (FGC) provides trunk-side access to Telephone Company end office switches for providers of MTS and WATS for originating and terminating communications. FGC is available in all end offices which are not equipped for FGD End Office Services.

- (1) FGC is provided at all Telephone Company end office switches or Telephone Company designated access tandem switches. FGC is available at an end office switch unless FGD or BSA-D is provided in the same office. When FGD or BSA-D is available, FGC will be discontinued as soon as the conversion to FGD or BSA-D can be arranged.

FGC utilizes a two-point electrical communications path between the Interface Arrangement and Common Line or Local Channel which is a voice grade transmission path comprised of any form or configuration of plant capable of, and typically used in the telecommunications industry for, the transmission of the human voice and associated signals within the frequency bandwidth of approximately 300 to 3000 Hz.

- (2) FGC is provided as trunk-side switching through the use of end office switch trunk equipment. The switch trunk equipment is provided with answer and disconnect supervisory signaling. Wink start pulsing signals are provided in all offices where available. In those offices where wink start pulsing signals are not available, delay dial start pulsing signals will be provided.
- (3) The Telephone Company will select the trunking arrangement from the end office within the selected Access Area from which FGC is to be provided. If the customer orders an ANI arrangement or Service Class Routing Arrangement, special routing and trunking arrangements may be required.
- (4) FGC is arranged for either originating calling only, terminating calling only, or two-way calling based on the trunks or BHMC ordered. The Telephone Company will determine the type of directional calling to be provided unless the customer requests the option, Customer Specification of Directionality as described in 5.2.5(H) following. For such specification, additional charges on an Individual Case Basis will apply if the trunk group routing arrangements are different from that the Telephone Company would have provided without such special arrangements. Originating calling permits the origination of calls from the end user to the CDL. Terminating calling permits the termination of calls from the CDL to the end user. Two-way calling permits either the origination or termination of calls, but not simultaneously.
- (5) FGC is provided with multifrequency address signaling except in certain electromechanical end office switches where multifrequency signaling is not available. In such electromechanical end office switches, the address signaling will be dial pulse or revertive pulse signaling, whichever is available. Dial pulse address signaling may, at the option of the customer, be provided in lieu of multifrequency address signaling if such signaling facilities are available in the end office. Up to twelve digits of the called party number dialed by the customer's end user will be provided by Telephone Company equipment to the CDL where the FGC terminates. Such called party number signals will be subject to the ordinary transmission capabilities of the Switched Transport provided.

5. SWITCHED ACCESS

5.2.1 Descriptions of Feature Groups (Cont'd)

(C) Feature Group C (Cont'd)

- (6) FGC, when being used in the terminating direction, may be used to access NXXs in the FGC Access Area. If the FGC connection is made directly to an end office the Access Area is that of that end office only. If the FGC connection is made to an access tandem the Access Area is that of all end offices subtending that access tandem. The description of any FGC Access Area will be provided to the customer upon request. Access is also available to Directory Assistance and other services (by dialing the appropriate codes) when the services can be reached using valid NXX codes.
- (7) A separate trunk group will be established based on the directionality (i.e., originating only, terminating only, or two-way traffic) of the FGC arrangement provided.
- (8) No access code is required for FGC. In certain locations, due to Central Office equipment limitations, two or three digit access codes may be used. The telephone number dialed by AT&TC's end user shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP). For international calls outside the NANP, a five to twelve digit number may be dialed. The form of the numbers dialed by AT&TC's end user is NXX-XXXX, 0 or 1 + NXX-XXXX, NPA + NXX-XXXX, 0 or 1 + NPA + NXX-XXXX, and, when the International Direct Distance Dialing Arrangement (IDDD) is provided, 01 + CC + NN or 011 + CC + NN.
- (9) FGC may, at the option of the customer, be arranged to provide an ANI arrangement to obtain the calling station billing number. The ANI arrangement provides seven digit station billing number information to the CDL. In those situations where no billing number is available in the end office switch, as with 4/8 party service, no seven digit number will be provided and an "operator identification" information digit will be provided.

In those cases where an ANI failure has occurred in the end office switch, no seven digit number will be provided and an "identification failure" information digit will be provided. ANI will be made available using multifrequency signaling provided by the Telephone Company.

FGC is provided in directly routed arrangements to the end office switch where the ANI arrangement is provided. The Telephone Company will determine the end office ANI protocol for FGC.

Only calls from end users terminated on the end office switch will be provided with the ANI arrangement. ANI is provided from end offices for which Telephone Company recording for end user billing is not provided, or where it is not required, as with 800, 888 Service. It is not provided from end offices for which the Telephone Company needs to forward ANI to its recording equipment.

- (10) FGC may, at the option of the customer, be arranged for International Direct Distance Dialing (IDDD) arrangement in the originating direction. The end office switches or access tandem switches which are equipped for IDDD will be designated by the Telephone Company. The CDL must be equipped to receive the IDDD supervisory and address signals and the CDL must provide operator assistance to the end users if necessary to obtain the IDDD address signals once the CDL acknowledges it is ready to receive IDDD address signals.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)

5.2.1 Descriptions of Feature Groups (Cont'd)

(C) FGC (Cont'd)

(11) FGC is provided with basic testing at no additional charge. Basic tests include: loss, 3 tone slope, (C-message and C-notched), and where applicable, signaling and balance testing.

(a) Where Telephone Company equipment is available, a seven digit access number will be provided to the customer for testing in the terminating direction. The access number shall include: balance (100 type) test line, milliwatt (102 type) test line, automatic transmission measuring (105 type) test line, data transmission (107 type) test line, nonsynchronous or synchronous test line, loop around test line, short circuit test line and open circuit test line.

(b) Where Telephone Company equipment is available and the customer is equipped with compatible equipment (remote office test lines and 105 test lines with associated responders or their functional equivalent), FGC will be provided with automatic testing.

(c) At the option of the Telephone Company, cooperative testing may be provided in lieu of automatic testing. Cooperative testing is where the Telephone Company provides a technician at its office(s) and the customer provides a technician at its CDL, with suitable test equipment to perform the required tests. The Telephone Company will routinely perform maintenance testing from its access tandem or end office (if direct routed) to the customer's first point of switching.

Additional testing charges will apply as set forth in 11.6 when: (a) the customer requests a test not specified in the preceding; (b) the test requested is not essential to the ongoing maintenance of FGC; or (c) the customer requests testing on a more frequent basis than scheduled in the Telephone Company's Central Office Maintenance Planning System (COMPS).

(12) FGC may, at the option of the customer, be provided with Alternate Traffic Routing. This arrangement, as shown in 5.2.5(A), delivers originating traffic from an end office over a designated trunk group to the CDL. When that trunk group is fully loaded, additional originating traffic is automatically delivered over one or more designated trunk groups to one or more CDLs.

(13) FGC may, at the option of the customer, be provided with a Service Class Routing Arrangement. This arrangement allows originating traffic to be delivered over selected trunk groups to specified CDL based on service prefix (e.g., 0-, 0+, 1+, 01, 011); service class codes (e.g., 500, 700, 800, 888, 900); or end user originating line class of service (e.g., coin, multiparty, hotel/motel).

(14) FGC may, at the option of the customer, be provided with a Trunk Access Limitation Arrangement in all Telephone Company end offices. This arrangement provides for the routing of designated (e.g., 900 Service Code) originating calls to a specified number of transmission paths in a trunk group to the CDL in order to limit the amount of such traffic that can be completed.

(15) FGC is provided with the following features in the originating direction for operator assistance services. FGC may require the routing by Service Class Routing Arrangement as set forth in 5.2.4 preceding.

(a) Operator Assistance-Coin Control Arrangements for Telephone Company end offices where equipment is available - Such arrangements provide coin return control and routing of 0+, 0-, 01+ and 011+ prefixed originating calls to the CDL. The operator services system arrangement for receipt of 0+, 0-, 1+, 01+ and 011+ calls may, at the option of the customer, be provided with the ANI arrangement. The cord board arrangement for receipt of 0- originating calls is not provided with ANI. FGC is provided in a directly routed arrangement where the Operator Assistance-Coin Control Arrangement is provided. Only calls from coin station lines terminated on the end office switch where the Operator Assistance-Coin Control Arrangement is provided will be provided to the CDL.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)

5.2.1 Descriptions of Feature Groups (Cont'd)

(C) FGC (Cont'd)

(15) (Cont'd)

- (b) Operator Assistance-Noncoin Arrangements in all Telephone Company end offices - Such arrangements provide routing of 0+, 0-, 1+, 01+, and 011+ prefixed originating calls to the CDL. This arrangement for receipt of 0+, 0-, 1+, 01+, and 011+ originating calls may, at the option of the customer, be provided with the ANI arrangement.

The cord board arrangement for receipt of 0- originating calls is not provided with ANI. FGC is provided in a directly routed arrangement where the Operator Assistance-Noncoin Arrangement is provided. Only calls from end users terminated on the end office switch where the Operator Assistance-Noncoin Arrangement is provided will be provided to the CDL.

- (c) Operator Assistance - Combined (coin and noncoin) Arrangements in Telephone Company end offices where equipment is available - This arrangement provides the combined features described in (a) and (b) preceding.

- (16) FGC is provided with either Type B or Type C transmission performance as follows: a) when routed directly to the end office, either Type B or Type C is provided; b) when routed to an access tandem, only Type B is provided; or c) Type B or Type C is provided on the transmission path from the access tandem to the end office. Type C transmission performance is provided with Interface Arrangement 1 when routed directly to an end office. Type B is provided with Interface Arrangements 2 through 10 whether routed directly to an end office or to an access tandem. In addition, Data Transmission Parameters may, at the option of the customer, be provided with FGC.

(D) Feature Group D

Feature Group D (FGD), which is available to all customers, provides trunk-side access to Telephone Company end office switches with an associated 101XXXX access code for providers of MTS/WATS and MTS/WATS-type services for originating and terminating communications for customer provided intrastate communications capability or connections to an interexchange intrastate service.

- (1) FGD is provided at Telephone Company appropriately equipped electronic end office switches.

FGD utilizes a two-point electrical communications path between the Interface Arrangement and Common Line or Local Channel which is a voice grade transmission path comprised of any form or configuration of plant capable of, and typically used in the telecommunications industry for, the transmission of the human voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

SS7 Out of Band Signaling for FGD is provided at suitably equipped Telephone Company end office or access tandem switches.

- (2) FGD is provided as trunk-side switching through the use of end office switch trunk equipment. The switch trunk equipment is provided with answer and disconnect supervisory signaling and wink start pulsing signals except when SS7 Out of Band Signaling is specified.
- (3) The Telephone Company will select the trunking arrangement from the end office, within the selected Access Area from which FGD is to be provided. If the customer orders an Automatic Number Identification (ANI) Arrangement, Alternate Traffic Routing Arrangement, Service Class Routing Arrangement, Trunk Access Limitation Arrangement, or Operator Assistance Full Feature Arrangement, special routing and trunking arrangements may be required.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)

5.2.1 Descriptions of Feature Groups (Cont'd)

(D) Feature Group D (Cont'd)

- (4) FGD is arranged for either originating calling only, terminating calling only, or two-way calling and based on the trunks or BHMC ordered. The Telephone Company will determine the type of directional calling to be provided unless the customer orders an Operator Assistance Full Feature Arrangement or requests the option, Customer Specification of Switched Access Directionality as described in 5.2.5(H) following. For such arrangements, additional charges on an Individual Case Basis will apply if the trunking arrangements are different from that the Telephone Company would have provided without such special arrangements. Originating calling permits the origination of calls from the end user to the CDL. Terminating calling permits the termination of calls from the CDL. Two-way calling permits either the origination or termination of calls, but not simultaneously.
- (5) FGD is provided with multifrequency address signaling or SS7 Out of Band Signaling. Up to twelve digits of the called party number dialed by the end user will be provided by Telephone Company equipment to the CDL where the FGD terminates. Such address signals will be subject to the ordinary transmission capabilities of the Switched Transport provided.
- (6) FGD, when being used in the terminating direction, may be used to access valid NXXs in the FGD Access Area. If the FGD connection is made directly to an end office the Access Area is that of that end office only. If the FGD connection is made to an access tandem, the Access Area is all end offices subtending that access tandem that have FGD capabilities. When the customer wants access to all end offices subtending that access tandem (both equal access and non equal access) a single FGD trunk group may be used. Traffic terminating at a non equal access end office using a FGD trunk group will be ordered as FGB or FGC and billed at FGB or FGC rates. Separate trunk groups for the combined use of FGD and FGB or FGD and FGC are not required. The description of any FGD Access Area will be provided to the customer upon request. FGD may also be used in the terminating direction to access information services (e.g., time and temperature) and other services by dialing the appropriate codes when the services can be reached using valid NXX codes.
- (7) A separate trunk group will be established based on directionality (i.e., originating only, terminating only, or two-way traffic) of the FGD arrangement provided.
- (8) The access code for FGD is a uniform access code of the form 101XXXX. No access code is required if the end user's Telephone Company local service is arranged for Primary Interexchange Carrier (PIC) arrangement to the same customer. The number dialed by the end user shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP). For international calls outside the NANP, a five to twelve digit number may be dialed. The form of the numbers dialed by the end users is NXX-XXXX, 0 or 1 + NXX-XXXX, NPA + NXX-XXXX, 0 or 1 + NPA + NXX-XXXX, and, when the International Direct Distance Dialing Arrangement (IDDD) is provided, 01 + CC + NN or 011 + CC + NN. When the 101XXXX access code is used, FGD also provides for dialing the digit 0 for access to the customer's operator, or the end-of-dialing digit (#) for cut-through access to the CDL. FGD also provides for the dialing of digits 00 for access on a non-DDD basis to the customer's operator when the end user's service is designated to the customer as set forth in 5.2.5(V). A single access code will be the assigned number for all FGD provided to the customer by the Telephone Company.

In addition to the standard 101XXXX access code, the customer has the option to use 950-XXXX as an access code for FGD Switched Access Service. When the customer orders FGD Switched Access Service with 950-XXXX Access as described in 5.2.5(T), FGD switched access calls may also be originated by using the customer's 950-XXXX access code(s). All such calls will be rated as FGD switched access calls.

FGD, provided with multifrequency address signaling or SS7 Out of Band Signaling, is arranged to receive address signaling through the use of Dual Tone Multifrequency (DTMF) or dial pulse address signaling from the end user.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)

5.2.1 Descriptions of Feature Groups (Cont'd)

(D) Feature Group D (Cont'd)

- (9) FGD may, at the option of the customer, be arranged to provide ANI arrangement to obtain the calling station billing number. The ANI arrangement provides ten digit station billing number information to the CDL. When SS7 Out of Band Signaling is specified, the customer may obtain an ANI equivalent by ordering the Charge Number optional feature as described in 5.2.1(A)(D). In those situations where no billing number is available in the end office switch, as with 4/8 party service, no ten digit number will be provided, only the area code and an "operator identification" information digit will be provided.

In those cases where an ANI failure has occurred in the end office switch, no ten digit number will be provided, and an "identification failure" information digit will be provided. ANI will be made available using multifrequency signaling provided by the Telephone Company.

Dependent upon the group type, the ANI spill may be forwarded prior to the called number in appropriately equipped end offices. When the ANI spill is sent prior to the called number, ten digits will be forwarded (NPA + NXX-XXXX). When the ANI spill is sent after the called number, the conventional seven digits will be forwarded. The Telephone Company will determine the sequencing and protocol of the ANI spill and called number.

- (10) FGD may, at the option of the customer, be arranged for the International Direct Distance Dialing (IDDD) Arrangement in the originating direction. The end office switches or access tandem switches which are equipped for IDDD will be designated by the Telephone Company. The CDL must be equipped to receive the IDDD supervisory and address signals and the CDL must provide operator assistance to the end users if necessary to obtain the IDDD address signals once the CDL acknowledges it is ready to receive IDDD address signals.

FGD may also be arranged to forward the international calls of one or more international carriers to the customer. This arrangement requires verification by the Telephone Company that the customer is authorized to forward such calls.

- (11) FGD is provided with basic testing at no additional charge. Basic tests include: loss, 3 tone slope, (C-message and C-notched), and where applicable, signaling and balance testing.
- (a) Where Telephone Company equipment is available, a seven digit access number will be provided to the customer for testing in the terminating direction. These access numbers shall include: balance (100 type) test line, milliwatt (102 type) test line, nonsynchronous or synchronous test line, automatic transmission measuring (105 type) test line, data transmission (107 type) test line, loop around test line, short circuit test line and open circuit test line. Access to test lines by other than seven digits is at the option of the Telephone Company and may vary in availability.
- (b) Where Telephone Company equipment is available and the customer is equipped with compatible equipment (remote office test lines and 105 test lines with associated responders or their functional equivalent), FGD will be provided with automatic testing.
- (c) At the option of the Telephone Company, cooperative testing may be provided in lieu of automatic testing. Cooperative testing is where the Telephone Company provides a technician at its office(s) and the customer provides a technician at its CDL, with suitable test equipment to perform the required tests. The Telephone Company will routinely perform maintenance testing from its access tandem or end office (if direct routed) to the customer's first point of switching. Additional testing charges will apply as set forth in 11.5 following when: (a) the customer requests a test not specified in the preceding; (b) the test requested is not essential to the ongoing maintenance of FGD; or (c) the customer requests testing on a more frequent basis than scheduled in the Telephone Company's Central Office Maintenance Planning System (COMPS).

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)

5.2.1 Descriptions of Feature Groups (Cont'd)

(D) FGD (Cont'd)

- (d) When FGD or 800/877/888 SAC Access service with SS7 Out of Band Signaling is ordered, network compatibility and other operational tests will be performed cooperatively by the Telephone Company and the customer at locations, dates, and times as specified by the Telephone Company in consultation with the customer. These tests are as specified in Bellcore Technical Reference Publication TR-TSV-000905. Successful completion is necessary to receive the SS7 signaling option. To protect the security of the SS7 network, certain of the information provided, i.e., point codes, by the Telephone Company to the customer will be subject to a nondisclosure agreement.
- (12) FGD may, at the option of the customer and with the concurrence of the Telephone Company, be provided with Alternate Traffic Routing. This arrangement, as shown in 5.2.5(A), delivers originating traffic from an end office over a designated trunk group to the CDL. When that trunk group is fully loaded, additional originating traffic is automatically delivered over one or more designated trunk groups to one or more CDLs.
- (13) FGD may, at the option of the customer, be provided with a Service Class Routing Arrangement. This arrangement allows originating traffic to be delivered over selected trunk groups to specified CDLs based on service prefix code (e.g., 0-, 0+, 1+, 01, 011); service class codes (e.g., 500, 700, 800, 877, 888, 900); or end user originating line class of service (e.g., coin, multiparty, hotel/motel). Service classes of traffic unable to be served by a customer will be handled at the option of the Telephone Company.
- (14) FGD will be arranged to accept calls from Telephone Company local service without the 101XXXX uniform access code. Each Telephone Company local service will be marked to identify which 101XXXX code its calls will be directed to for InterLATA Area service.
- (15) FGD may, at the option of the customer, be provided with a Trunk Access Limitation Arrangement. The Trunk Access Limitation Arrangement provides for the routing of designated (e.g., 900 Service class code) originating calls to a specified number of transmission paths in a trunk group.
- (16) FGD may, at the option of the customer and with the concurrence of the Telephone Company, be provided with an Operator Assistance Full Feature Arrangement. This arrangement provides, to the customer operator, the initial coin control function. FGD is provided in a directly routed arrangement from the end office switch when this feature is provided. This feature may require the routing by Service Class Routing Arrangement, as set forth in (15) preceding. The coin collection and return protocol required by the customer must be compatible with Telephone Company equipment. Offering of this feature is contingent upon suitable administrative procedures/agreements for coin services being negotiated between the customer and the Telephone Company. This option is not available in conjunction with SS7 Out of Band Signaling.
- (17) FGD is provided with either Type A, Type B, or Type C transmission performance as follows: a) when routed directly to the end office, either Type B or Type C is provided; b) when routed to an access tandem, only Type A is provided; c) Type A is provided on the transmission path from the access tandem to the end office. Type C transmission performance is provided with Interface Arrangement 1. Type A and Type B are provided with Interface Arrangements 2 through 10. In addition, Data Transmission Parameters may, at the option of the customer, be provided with FGD.
- (18) FGD trunking arrangements are available with two basic forms of signaling protocol. The standard signaling protocol provided with FGD is Overlap Outpulsing. At the option of the customer, where technically available FGD may be provided with Non-Overlap Outpulsing signaling protocol.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)

5.2.1 Descriptions of Feature Groups (Cont'd)

(E) SAC Access Service

Service Access Code (SAC) Access Service is an originating service that is provided via SAC Access Service switched trunk groups, or may be provided in conjunction with FGC or FGD. SAC Access Service may also be provided in conjunction with BSA-C or BSA-D as shown in 5.2.2. When a 1+800/877/888-NXX-XXXX call is originated by an end user for 800/877/888 SAC Access Service, the 800/877/888 Customer Identification Function as described in 5.2.5(W) determines the customer to which the 800/877/888 call is routed. When a 1+900-NXX-XXXX call is originated by an end user for 900 SAC Access Service, the 900 Customer Identification Function, as described in 5.2.5(X), determines the customer to which the call is to be routed based on the 900 NXX code dialed.

- (1) Service Access Code (SAC) Access Service is provided at Telephone Company appropriately equipped end offices or tandem switches.
- (2) Originating SAC Access Service is a trunk side switched service that is available to the customer via SAC Access Service trunk groups. The appropriate Customer Identification Function, as set forth in 5.2.5(W) and (X), must be ordered in conjunction with each SAC Access Service trunk group. SAC Access Service traffic at the option of the customer can be carried on the same group with non-SAC Access traffic.
- (3) When a 1+N00-NXX-XXXX call is originated by an End User, the Telephone Company will perform the selected Customer Identification Function based upon the dialed digits to determine the disposition of the call. If the call originates from an end office not equipped to provide the Customer Identification Function, the call will be routed to an office where the function is available. Once the Customer Identification Function has been performed, the call will be routed to the customer.
- (4) The manner in which SAC Access Service is provided is dependent on the status of the end office from which the service is provided (i.e., equipped with equal access or not equipped with equal access capabilities). When SAC Access Service is provided from an end office equipped with equal access capabilities, all such service will be provisioned in accordance with the technical characteristics available with FGD or BSA-D except when more than one tandem is employed in the transport of a SAC Access Service call.

When SAC Access Service is provided from an end office not equipped with equal access capabilities, such service will be provisioned in accordance with the technical characteristics available with FGC, FGD, BSA-C or BSA-D. In either case, when more than one tandem is employed in the transport of a SAC Access Service call, Standard Transmission characteristics are not guaranteed.

- (5) For other than FGC or BSA-C, end offices that lack equal access or the Customer Identification Function capabilities, may only be served via an equal access tandem over FGD or BSA-D trunks or SAC Access Service trunk groups. For FGC or BSA-C, SAC Access Service can be provided through an existing trunk group or separate FGC or BSA-C trunk group which handles SAC Access Service. SAC Access Service from an access tandem, with both equal and nonequal access end offices, can be combined on a single trunk group to the CDL. SAC Access Service from an access tandem with non-equal access end offices can be provided on a FGC or BSA-C trunk group.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)

5.2.1 Descriptions of Feature Groups (Cont'd)

(E) SAC Access Service (Cont'd)

- (6) 500 SAC Access Service originating from equal access end offices with the 500 Customer Identification function described in 5.2.17 may be provided using exchange access signaling with overlap outpulsing and ten digit ANI. 900 SAC Access Service originating from equal access end offices with the 900 Customer Identification Function, described in 5.2.5(X), may be provided using exchange access signaling with overlap outpulsing and ten digit ANI. 800/877/888 SAC Access Service originating from equal access end offices with the 800/877/888 Customer Identification Function described in 5.2.5(W) may be provided using exchange access signaling without overlap outpulsing and with ten digit ANI. SAC Access Service originating from equal access end offices without the Customer Identification Function capabilities, or from end offices not having equal access capability, may be provided using conventional signaling. On traffic using conventional signaling, other than FGC or BSA-C, the customer's facilities shall provide off hook supervision upon receipt of the transmitted digits.

SAC Access Service may also be provided with SS7 Out of Band Signaling from suitably equipped end office or access tandem switches.

- (7) For SAC Access Service traffic originating from equal access end offices with the Customer Identification Function capabilities, FGD parameters as specified in 5.2.1(D) apply or BSA-D parameters as specified in 5.2.2(D) apply.

For SAC Access Service traffic originating from all other end offices, FGC parameters as specified in 5.2.1(C) apply or BSA-C parameters in 5.2.2(C) apply.

Telephone Company switch and customer premise interface as set forth in 5.2.3 for FGD also apply to SAC Access Service.

5.2.2 Description of Basic Serving Arrangements (BSAs)

The Telephone Company, under the ordering provisions in Section 3, at rates and charges specified in 5.5, will provide Lineside, Trunkside and Dedicated Network Access Link (DNAL) Switched Access Basic Serving Arrangements (BSAs) as follows:

(A) BSA-A

Basic Serving Arrangement A (BSA-A), which is available to all customers, provides line-side access to Telephone Company end office switches with an end user access code of NXX-XXXX for the customer's use in originating and terminating communications. BSA-A is available as Message Telecommunications Service-type or Wide Area Telecommunications Service-type (MTS/WATS-type) access or as Foreign Central Office/Off Network Access Line (FCO/ONAL) open end access, for customer provided intrastate communications capability or connection to an interexchange intrastate service.

- (1) BSA-A is provided at all Telephone Company end office switches and switches customer communications to and from Common Lines, or Special Access Lines.

BSA-A utilizes a two-point electrical communications path between the Interface Arrangement and the Common Line or Special Access Line which is a voice grade transmission path comprised of any form or configuration of plant capable of, and typically used in the telecommunications industry for, the transmission of the human voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)

5.2.2 Description of Basic Serving Arrangements (BSAs) (Cont'd)

(A) BSA-A (Cont'd)

- (2) BSA-A is provided as line-side switching through end office switch line equipment. Line-side switching may, at the option of the customer, be provided with ground start supervisory signaling or loop start supervisory signaling. BSA-A may also be provided with certain Basic Service Elements (BSEs) as shown in 5.2.18.
- (3) The customer shall select the first point of switching, within the selected BSA-A Access Area.
- (4) BSA-A is arranged for originating calling only, terminating calling only or two-way calling. The Telephone Company will determine the type of calling to be provided unless the customer requests the option, Customer Specification of Switched Access Directionality as described in 5.2.5(H). For such specification, additional charges on an Individual Case Basis will apply if the calling arrangements are different than that the Telephone Company would have provided without such special arrangements. Originating calling permits the origination of calls from the end user to the CDL. Terminating calling permits the termination of calls from the CDL to the end user. Two-way calling permits either the origination or termination of calls, but not simultaneously.
- (5) BSA-A, when being used in the terminating direction, is arranged with dial tone start-dial signaling and dial pulse address signaling. BSA-A, when being used in the terminating direction, may, at the option of the customer, be arranged for Dual Tone Multifrequency (DTMF) address signaling, subject to availability of equipment in the end office from which BSA-A is provided. When BSA-A is provided in a Hunt Group Arrangement or Uniform Call Distribution Arrangement, as discussed in 5.2.18, all BSA-A will be arranged for the same type of signaling.

No address signaling is provided by the Telephone Company when BSA-A is used in the originating direction. Address signaling in such cases, if required by the customer, must be provided by the end user using inband tone signaling techniques. Such inband tone address signals will be subject to the ordinary transmission capabilities of the Switched Transport provided.

- (6) BSA-A, when used in the terminating direction, may be used to access valid NXXs in the BSA-A Access Area. For BSA-A, the Access Area is defined as the local calling area of the end office switch from which the BSA-A is provided. The description of any specific BSA-A Access Area will be provided to the customer upon request. Access is also provided for Extended BSA-A terminating calls established on a 1+ basis (i.e., toll) outside the specific BSA-A Access Area (i.e., local calling area) however inside the LATA. The Telephone Company may, at the customer's request, and depending on the technical capabilities, screen and block such interLATA calls. Access is also provided to local operator service (0- and 0+), directory assistance (411 and 555-1212), emergency reporting service (911), local telephone repair (611), information services (e.g., time and temperature) and IC services (by dialing the appropriate digits). The customer will be billed for an operator surcharge as in the Telephone Company General and/or Local Tariffs, for local operator assistance (0-) calls; certain community information service calls; directory assistance (411 and 555-1212) calls; and customer call charges in accordance with other IC tariffs in force when the Telephone Company performs the billing for such customer calls.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)

5.2.2 Description of Basic Serving Arrangements (BSAs) (Cont'd)

(A) BSA-A (Cont'd)

(6) (cont'd)

Access to these services may, at the option of the customer, be blocked when the Call Denial on Line or Hunt Group three digit or six digit dial code screening arrangements are provided, subject to the availability of the equipment in the end office from which BSA-A is provided. Call Denial on Line or Hunt Group is an arrangement which will screen terminating calls except calls to 411, 611, 911, 800, 888, 555-1212, and a set of NXXs selected by the customer, in cooperation with the Telephone Company for each end office switch and route all other calls to reorder tone or recorded announcement.

Three digit dial code screening is an arrangement which will screen terminating calls and allow completion of calls to one or more specific NXXs (or all NXXs) within the Home NPA, or calls to one, two, or three digit service codes (e.g., 0, 411) and route all others to reorder tone or recorded announcement.

Six digit dial code screening is an arrangement which will screen Access Area terminating calls and allow completion of calls to selected NXXs within foreign NPAs and route all other calls in the foreign NPA to reorder tone or recorded announcement.

- (7) BSA-A is provided on a single line basis. When BSA-A is provided in a Hunt Group Arrangement or a Uniform Call Distribution Arrangement, the BSA-A may also, at the option of the customer, be provided with a Nonhunting Number Arrangement. The Uniform Call Distribution Arrangement and the Nonhunting Number Arrangement are only available from certain Telephone Company end office switches. All BSA-A in a Hunt Group Arrangement or Uniform Call Distribution Arrangement with the Nonhunting Number Arrangement will be similarly arranged.
- (8) A seven digit telephone number assigned by the Telephone Company is provided for access to BSA-A in the originating direction. The seven digit local telephone number will be associated with the selected end office switch and is of the form NXX-XXXX. If the customer requests a specific seven digit telephone number that is not currently assigned and the Telephone Company can, with reasonable effort, comply with that request, the requested number will be assigned to the customer.
- (9) BSA-A is provided with basic testing at no additional charge. Basic tests include: loss, 3 tone slope, (C-message and C-notched), dc continuity and when applicable operational signaling.

Where Telephone Company equipment is available, a seven digit access number will be provided to the customer for testing in the terminating direction. These access numbers shall include: balance (100 type) test line, and milliwatt (102 type) test line.

Additional testing will apply as in 5.6 when: (a) the customer requests a test not specified in the preceding; (b) the test requested is not essential to the ongoing maintenance of BSA-A; or (c) the customer requests testing on a more frequent basis than scheduled for in the Telephone Company's Central Office Maintenance Planning System (COMPS). The Telephone Company will routinely perform maintenance testing from the dial tone end office to the customer's first point of switching.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)5.2.2 Description of Basic Serving Arrangements (BSAs) (Cont'd)(A) BSA-A (Cont'd)

- (10) When all BSA-A for an individual customer (a single line or entire hunt group) is discontinued at an end office, a regular number intercept announcement is provided. This arrangement provides, for a limited period of time, an announcement that the service associated with the number dialed has been disconnected.
- (11) BSA-A is provided with either Type B or Type C transmission performance. The parameters associated with these performances are guaranteed to the first point of switching. Type C transmission performance is provided with Interface Arrangement 1 and Type B is provided with Interface Arrangement 2 through 10. In addition, Data Transmission Parameters may, at the option of the customer, be provided with BSA-A.

(B) BSA-B

Basic Serving Arrangement B (BSA-B), which is available to all customers, provides trunk-side access to Telephone Company end office switches with an associated uniform 950-XXXX access code for originating and terminating communications for customer provided intrastate communications capability or connection to an interexchange intrastate service.

- (1) BSA-B, when provided without the use of a Telephone Company access tandem switch (in a directly routed arrangement), is provided at all Telephone Company appropriately equipped electronic end office switches. When provided via Telephone Company appropriately equipped electronic access tandem switches, BSA-B End Office Services are provided at all Telephone Company subtending end office switches in the terminating direction and at appropriately equipped end offices in the originating direction utilizing the end user access code of 950-XXXX. For those subtending end offices that are not appropriately equipped, access in the originating direction is available by the end user access code of 1+950-XXXX.

BSA-B utilizes a two-point electrical communications path between the Interface Arrangement and Common Line or a Special Access Line, which is a voice grade transmission path comprised of any form or configuration of plant capable of, and typically used in the telecommunications industry for, the transmission of the human voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

- (2) BSA-B is provided as trunk-side switching through the use of end office switch trunk equipment. The switch trunk equipment is provided with wink start pulsing and answer and disconnect supervisory signaling. BSA-B may also be provided with certain Basic Service Elements (BSEs) as shown in 5.2.18.
- (3) The Telephone Company will select the trunking arrangement from the end office within the selected Access Area from which BSA-B is to be provided. If the customer orders an Automatic Number Identification (ANI) Arrangement, as shown in 5.2.18, or Rotary Dial Station Signaling, as shown in 5.2.5(M), special routing and trunking arrangements may be required.
- (4) BSA-B is arranged for either originating, terminating, or two-way calling based on the trunks or BHMC ordered. The Telephone Company will determine the type of directional calling to be provided unless the customer requests the option, Customer Specification of Switched Access Directionality as described in 5.2.5(H). For such specification, additional charges on an Individual Case Basis will apply if the calling arrangements are different from that the Telephone Company would have provided without such special arrangements. Originating calling permits the origination of calls from the end user to the CDL. Terminating calling permits the termination of calls from the CDL to the end user. Two-way calling permits either the origination or termination of calls, but not simultaneously.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)

5.2.2 Description of Basic Serving Arrangements (BSAs) (Cont'd)

(B) BSA-B (Cont'd)

- (5) BSA-B, when being used in the terminating and originating direction, is provided with multifrequency address signaling. At the option of the customer, up to 7 Digits Outpulsing of Access Digits to the customer will be provided in the originating direction by the Telephone Company equipment to the CDL where the BSA-B terminates. Except for BSA-B provided with the ANI arrangement or Rotary Dial Station Signaling, any other address signaling in the originating direction, if required by the customer, must be provided by the end user using inband tone signaling techniques. Such inband tone address signals will not be regenerated by the Telephone Company and will be subject to the ordinary transmission capabilities of the Switched Transport provided.
- (6) BSA-B, when being used in the terminating direction, may be used to access valid NXXs in the BSA-B Access Area. If the BSA-B connection is made directly to an end office, the Access Area is that of that end office only. If the BSA-B connection is made to an access tandem, the Access Area is that of all end offices subtending that access tandem. The description of any BSA-B Access Area will be provided to the customer upon request. Access is also available to information services (e.g., time and temperature) and IC services by dialing the appropriate digits and other services when those services can be reached using valid NXX codes. Premium End Office Switching - Unbundled (EOSU) rates in 6.6.3(D) apply to all BSA-B usage originating or terminating at an equal access end office. When a provider of MTS and WATS subscribes to BSA-B and BSA-C at an end office, BSA-C usage and BSA-B terminating usage will be subject to premium EOSU rates and BSA-B originating usage will be subject to nonpremium EOSU rates.
- (7) A separate trunk group will be established based on the directionality (i.e., originating only, terminating only, or two-way traffic) of the BSA-B arrangement provided.
- (8) The access code for BSA-B is a uniform access code in the form of 950-XXXX. For end offices not appropriately equipped an IC may instruct their end users to access the BSA-B by dialing 1+950-XXXX.
- (9) BSA-B may, at the option of the customer, be arranged to provide an ANI arrangement to obtain the calling station billing numbers. ANI is not available if the BSA-B connection is at a Telephone Company access tandem. The ANI arrangement provides seven digit calling station billing number information to the CDL. In those situations where no billing number is available in the end office switch, as with 4/8 party service, no seven digit number will be provided and an "operator identification" information digit will be provided.

In those cases where an ANI failure has occurred in the end office switch, no seven digit number will be provided, and an "identification failure" information digit will be provided. ANI will be available using multifrequency signaling provided by the Telephone Company.

Rotary Dial Station Signaling will be made available in certain end offices using dial repeating equipment provided by the Telephone Company. The customer must order Switched Transport arranged to pass the dial repeating signals. BSA-B is provided in directly routed arrangements where the ANI or Rotary Dial Station Signaling arrangements are provided.

Only calls from end users terminated on the end office switch will be provided with the ANI or Rotary Dial Station Signaling arrangements.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)

5.2.2 Description of Basic Serving Arrangements (BSAs) (Cont'd)

(B) BSA-B (Cont'd)

- (10) The Telephone Company will determine the end office ANI protocol for BSA-B. The Telephone Company makes no guarantee that ANI will be available at all end offices which have access to BSA-B.
- (11) BSA-B is provided with basic testing at no additional charge. Basic tests include: loss, 3 tone slope, (C-message and C-notched noise) and where applicable, dc continuity, signaling and balance testing.
 - (a) Where Telephone Company equipment is available, a seven digit access number will be provided to the customer for testing in the terminating direction. These access numbers shall include: balance (100 type) test line, milliwatt (102 type) test line, data transmission (107 type) test line, loop around test line, short circuit test line and open circuit test line.
 - (b) Where Telephone Company equipment is available and the customer is equipped with compatible remote office test lines, BSA-B will be provided with automatic testing (105 type or equivalent) in the originating direction.

Additional testing charges apply as in 5.6 when: (a) the customer requests a test not specified in the preceding; (b) the test requested is not essential to the ongoing maintenance of BSA-B; or (c) the customer requests testing on a more frequent basis than scheduled in the Telephone Company's Central Office Maintenance Planning System (COMPS). The Telephone Company will routinely perform maintenance testing from its access tandem or end office (if direct routed) to the customer's first point of switching.

- (12) When all BSA-B is discontinued at an end office and/or in an Access Area, a regular number intercept announcement is provided. This arrangement provides, for a limited period of time, an announcement that the BSA-B associated with the number dialed has been disconnected.
- (13) BSA-B is provided with either Type B or Type C transmission performance. The parameters associated with these performances are guaranteed to the end office, when routed directly, or to the first point of switching, when routed via an access tandem. Type C transmission performance is provided with Interface Arrangement 1 and Type B is provided with Interface Arrangements 2 through 10. In addition, Data Transmission Parameters may, at the option of the customer, be provided with BSA-B.
- (14) BSA-B may at the option of the customer and with the concurrence of the Telephone Company, be provided with Alternate Traffic Routing. This arrangement, as shown in 5.2.18, delivers originating traffic from an end office over a designated trunk group to the CDL. When that trunk group is fully loaded, additional originating traffic is automatically delivered over one or more designated trunk groups to one or more CDLs.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)

5.2.2 Description of Basic Serving Arrangements (BSAs) (Cont'd)

(C) BSA-C

Basic Serving Arrangement C (BSA-C) provides trunk-side access to Telephone Company end office switches for providers of MTS and WATS for originating and terminating communications. BSA-C is available in all end offices which are not equipped for FGD or BSA-D End Office Services.

- (1) BSA-C is provided at all Telephone Company end office switches or Telephone Company designated access tandem switches. BSA-C is available at an end office switch unless FGD or BSA-D is provided in the same office. When FGD or BSA-D is available, BSA-C will be discontinued as soon as the conversion to BSA-D can be arranged.

BSA-C utilizes a two-point electrical communications path between the Interface Arrangement and Common Line or Special Access Line which is a voice grade transmission path comprised of any form or configuration of plant capable of, and typically used in the telecommunications industry for, the transmission of the human voice and associated signals within the frequency bandwidth of approximately 300 to 3000 Hz.

- (2) BSA-C is provided as trunk-side switching through the use of end office switch trunk equipment. The switch trunk equipment is provided with answer and disconnect supervisory signaling. Wink start pulsing signals are provided in all offices where available. In those offices where wink start pulsing signals are not available, delay dial start pulsing signals will be provided.

BSA-C may also be provided with certain Basic Service Elements (BSEs) as shown in 5.2.18.

- (3) The Telephone Company will select the trunking arrangement from the end office within the selected Access Area from which BSA-C is to be provided. If the customer orders an ANI arrangement as shown in 5.2.18 or Service Class Routing Arrangement, special routing and trunking arrangements may be required.
- (4) BSA-C is arranged for either originating calling only, terminating calling only, or two-way calling based on the trunks or BHMC ordered. The Telephone Company will determine the type of Directional calling to be provided unless the customer requests the option, Customer Specification of Directionality as described in 5.2.5(H). For such specification, additional charges on an Individual Case Basis will apply if the trunk group Routing arrangements are different from that the Telephone Company would have provided without such special arrangements. Originating calling permits the origination of calls from the end user to the CDL. Terminating calling permits the termination of calls from the CDL to the end user. Two-way calling permits either the origination or termination of calls, but not simultaneously.
- (5) BSA-C is provided with multifrequency address signaling except in certain electromechanical end office switches where multifrequency signaling is not available. In such electromechanical end office switches, the address signaling will be dial pulse or revertive pulse signaling, whichever is available. Dial pulse address signaling may, at the option of the customer, be provided in lieu of multifrequency address signaling if such signaling facilities are available in the end office. Up to twelve digits of the called party number dialed by the customer's end user will be provided by Telephone Company equipment to the CDL where the BSA-C terminates. Such called party number signals will be subject to the ordinary transmission capabilities of the Switched Transport provided.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)

5.2.2 Description of Basic Serving Arrangements (BSAs) (Cont'd)

(C) BSA-C (Cont'd)

- (6) BSA-C, when being used in the terminating direction, may be used to access NXXs in the BSA-C Access Area. If the BSA-C connection is made directly to an end office the Access Area is that of that end office only. If the BSA-C connection is made to a Telephone Company access tandem the Access Area is that of all end offices subtending that Telephone Company access tandem. The description of any BSA-C Access Area will be provided to the customer upon request. Access is also available to Directory Assistance and other services (by dialing the appropriate codes) when the services can be reached using valid NXX codes.
- (7) A separate trunk group will be established based on the directionality (i.e., originating only, terminating only, or two-way traffic) of the BSA-C arrangement provided.
- (8) No access code is required for BSA-C. In certain locations, due to Central Office equipment limitations, two or three digit access codes may be used. The telephone number dialed by AT&TC's end user shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP). For international calls outside the NANP, a five to twelve digit number may be dialed. The form of the numbers dialed by AT&TC's end user is NXX-XXXX, 0 or 1 + NXX-XXXX, NPA + NXX-XXXX, 0 or 1 + NPA + NXX-XXXX, and, when the International Direct Distance Dialing Arrangement (IDDD) is provided, 01 + CC + NN or 011 + CC + NN.
- (9) BSA-C may, at the option of the customer, be arranged to provide an ANI arrangement to obtain the calling station billing number. The ANI arrangement provides seven digit station billing number information to the CDL. In those situations where no billing number is available in the end office switch, as with 4/8 party service, no seven digit number will be provided and an "operator identification" information digit will be provided.

In those cases where an ANI failure has occurred in the end office switch, no seven digit number will be provided and an "identification failure" information digit will be provided. ANI will be made available using multifrequency signaling provided by the Telephone Company.

BSA-C is provided in directly routed arrangements to the end office switch where the ANI arrangement is provided. The Telephone Company will determine the end office ANI protocol for BSA-C.

Only calls from end users terminated on the end office switch will be provided with the ANI arrangement. ANI is provided from end offices for which Telephone Company recording for end user billing is not provided, or where it is not required, as with 800/877/888 Service. It is not provided from end offices for which the Telephone Company needs to forward ANI to its recording equipment.

- (10) BSA-C may, at the option of the customer, be arranged for International Direct Distance Dialing (IDDD) arrangement in the originating direction. End offices or Telephone Company access tandems equipped for IDDD will be designated by the Telephone Company. The CDL must be equipped to receive the IDDD supervisory and address signals and the CDL must provide operator assistance to the end users if necessary to obtain the IDDD address signals once the CDL acknowledges it is ready to receive IDDD address signals.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)

5.2.2 Description of Basic Serving Arrangements (BSAs) (Cont'd)

(C) BSA-C (Cont'd)

- (11) BSA-C is provided with basic testing at no additional charge. Basic tests include: loss, 3 tone slope, (C-message and C-notched), and where applicable, signaling and balance testing.
- (a) Where Telephone Company equipment is available, a seven digit access number will be provided to the customer for testing in the terminating direction. The access number shall include: balance (100 type) test line, milliwatt (102 type) test line, automatic transmission measuring (105 type) test line, data transmission (107 type) test line, nonsynchronous or synchronous test line, loop around test line, short circuit test line and open circuit test line.
 - (b) Where Telephone Company equipment is available and the customer is equipped with compatible equipment (remote office test lines and 105 test lines with associated responders or their functional equivalent), BSA-C will be provided with automatic testing.
 - (c) At the option of the Telephone Company, cooperative testing may be provided in lieu of automatic testing. Cooperative testing is where the Telephone Company provides a technician at its office(s) and the customer provides a technician at its CDL, with suitable test equipment to perform the required tests. The Telephone Company will routinely perform maintenance testing from its access tandem or end office (if direct routed) to the customer's first point of switching.

Additional testing charges will apply when: (a) the customer requests a test not specified in the preceding; (b) the test requested is not essential to the ongoing maintenance of BSA-C; or (c) the customer requests testing on a more frequent basis than scheduled in the Telephone Company's Central Office Maintenance Planning System (COMPS).

- (12) BSA-C may, at the option of the customer, be provided with Alternate Traffic Routing. This arrangement, as shown in 5.2.18, delivers originating traffic from an end office over a designated trunk group to the CDL. When that trunk group is fully loaded, additional originating traffic is automatically delivered over one or more designated trunk groups to one or more CDLs.
- (13) BSA-C may, at the option of the customer, be provided with a Service Class Routing Arrangement. This arrangement allows originating traffic to be delivered over selected trunk groups to specified CDL based on service prefix (e.g., 0-, 0+, 1+, 01, 011); service class codes (e.g., 500, 700, 800, 888, 900); or end user originating line class of service (e.g., coin, multiparty, hotel/motel).
- (14) BSA-C may, at the option of the customer, be provided with a Trunk Access Limitation Arrangement in all Telephone Company end offices. This arrangement provides for the routing of designated (e.g., 900 Service Code) originating calls to a specified number of transmission paths in a trunk group to the CDL in order to limit the amount of such traffic that can be completed.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)5.2.2 Description of Basic Serving Arrangements (BSAs) (Cont'd)(C) BSA-C (Cont'd)

(15) BSA-C is provided with the following features in the originating direction for operator assistance services. BSA-C may require the routing by Service Class Routing Arrangement.

- (a) Operator Assistance-Coin Control Arrangements for Telephone Company end offices where equipment is available - Such arrangements provide coin return control and routing of 0+, 0-, 01+ and 011+ prefixed originating calls to the CDL. The operator services system arrangement for receipt of 0+, 0-, 1+, 01+ and 011+ calls may, at the option of the customer, be provided with the ANI arrangement. The cord board arrangement for receipt of 0- originating calls is not provided with ANI. BSA-C is provided in a directly routed arrangement where the Operator Assistance-Coin Control arrangement is provided. Only calls from coin station lines terminated on the end office switch where the Operator Assistance-Coin Control Arrangement is provided will be provided to the CDL.
- (b) Operator Assistance-Noncoin Arrangements in all Telephone Company end offices - Such arrangements provide routing of 0+, 0-, 1+, 01+, and 011+ prefixed originating calls to the CDL. This arrangement for receipt of 0+, 0-, 1+, 01+, and 011+ originating calls may, at the option of the customer, be provided with the ANI arrangement.

The cord board arrangement for receipt of 0- originating calls is not provided with ANI. BSA-C is provided in a directly routed arrangement where the Operator Assistance-Noncoin Arrangement is provided. Only calls from end users terminated on the end office switch where the Operator Assistance-Noncoin Arrangement is provided will be provided to the CDL.

- (c) Operator Assistance - Combined (coin and noncoin) Arrangements in Telephone Company end offices where equipment is available - This arrangement provides the combined features described in (a) and (b).

(16) BSA-C is provided with either Type B or Type C transmission performance as follows: a) when routed directly to the end office, either Type B or Type C is provided; b) when routed to an access tandem, only Type B is provided; or c) Type B or Type C is provided on the transmission path from the access tandem to the end office. Type C transmission performance is provided with Interface Arrangement 1 when routed directly to an end office. Type B is provided with Interface Arrangements 2 through 10 whether routed directly to an end office or to an access tandem. In addition, Data Transmission Parameters may, at the option of the customer, be provided with BSA-C.

(D) BSA-D

Basic Serving Arrangement D (BSA-D), available to all customers at appropriately equipped electronic end office switches, provides trunk-side access to Telephone Company end office switches with an associated 101XXXX access code for providers of MTS/WATS and MTS/WATS-type services for originating and terminating communications for customer provided intrastate communications capability or connections to an interexchange intrastate service.

- (1) BSA-D utilizes a two-point electrical communications path between the Interface Arrangement and Common Line or Special Access Line which is a voice grade transmission path comprised of any form or configuration of plant capable of, and typically used in the telecommunications industry for, the transmission of the human voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)

5.2.2 Description of Basic Serving Arrangements (BSAs) (Cont'd)

(D) BSA-D (Cont'd)

- (2) BSA-D is provided as trunk-side switching through the use of end office or Telephone Company access tandem switch trunk equipment. The switch trunk equipment is provided with answer and disconnect supervisory signaling and wink start pulsing signals except when SS7 Out of Band Signaling is specified. BSA-D may also be provided with certain Basic Service Elements as shown in 5.2.18.
- (3) The Telephone Company will select the trunking arrangement from the end office, within the selected Access Area from which BSA-D is to be provided. If the customer orders an Automatic Number Identification (ANI) Arrangement or an Alternate Traffic Routing Arrangement, as shown in 5.2.18, Service Class Routing Arrangement; Trunk Access Limitation Arrangement; or Operator Assistance Full Feature Arrangement, special routing and trunking arrangements may be required.
- (4) BSA-D is arranged for either originating calling only, terminating calling only, or two-way calling and is based on the trunks or BHMC ordered. The Telephone Company will determine the type of directional calling to be provided unless the customer orders an Operator Assistance Full Feature Arrangement or requests the option, Customer Specification of Switched Access Directionality as described in 5.2.5(H). For such arrangements, additional charges on an Individual Case Basis will apply if the trunking arrangements are different from that the Telephone Company would have provided without such special arrangements. Originating calling permits the origination of calls from the end user to the CDL. Terminating calling permits the termination of calls from the CDL. Two-way calling permits either the origination or termination of calls, but not simultaneously
- (5) BSA-D is provided with multifrequency address signaling or SS7 Out of Band Signaling. Up to twelve digits of the called party number dialed by the end user will be provided by Telephone Company equipment to the CDL where the BSA-D terminates. Such address signals will be subject to the ordinary transmission capabilities of the Switched Transport provided.
- (6) BSA-D, when being used in the terminating direction, may be used to access valid NXXs in the BSA-D Access Area. If the BSA-D connection is made directly to an end office the Access Area is that of that end office only. If the BSA-D connection is made to a Telephone Company access tandem, the Access Area is all end offices subtending that access tandem that have BSA-D capabilities. When the customer wants access to all end offices subtending that access tandem (both equal access and non equal access) a single BSA-D trunk group may be used. Traffic terminating at a non equal access end office using a BSA-D trunk group will be ordered as BSA-B or BSA-C and billed at BSA-B or BSA-C rates. Separate trunk groups for the combined use of BSA-D and BSA-B or BSA-D and BSA-C are not required. The description of any BSA-D Access Area will be provided to the customer upon request. BSA-D may also be used in the terminating direction to access information services (e.g., time and temperature) and other services by dialing the appropriate codes when the services can be reached using valid NXX codes.
- (7) A separate trunk group will be established based on directionality (i.e., originating only, terminating only, or two-way traffic) of the BSA-D arrangement provided.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)

5.2.2 Description of Basic Serving Arrangements (BSAs) (Cont'd)

(D) BSA-D (Cont'd)

- (8) The access code for BSA-D is a uniform access code of the form 101XXXX. No access code is required if the end user's Telephone Company local service is arranged for Primary Interexchange Carrier (PIC) arrangement as in 5.5 to the same customer. The number dialed by the end user shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP). For international calls outside the NANP, a five to twelve digit number may be dialed. The form of the numbers dialed by the end users is NXX-XXXX, 0 or 1 + NXX-XXXX, NPA + NXX-XXXX, 0 or 1 + NPA + NXX-XXXX, and, when the International Direct Distance Dialing Arrangement (IDDD) is provided, 01 + CC + NN or 011 + CC + NN. When the 101XXXX access code is used, BSA-D also provides for dialing the digit 0 for access to the customer's operator, or the end-of-dialing digit (#) for cut-through access to the CDL. BSA-D also provides for the dialing of digits 00 for access on a non-DDD basis to the customer's operator when the end user's service is designated to the customer as in 5.5 and 5.2.5(V). A single access code will be the assigned number for all BSA-D provided to the customer by the Telephone Company.

In addition to the standard 10XXX or 101XXXX access code, the customer has the option to use 950-XXXX as an access code for BSA-D Switched Access Service. When the customer orders BSA-D Switched Access Service with 950-XXXX Access as described in 5.2.5(T), BSA-D switched access calls may also be originated by using the customer's 950-XXXX access code(s). All such calls will be rated as BSA-D switched access calls.

BSA-D, provided with multifrequency address signaling or SS7 Out of Band Signaling, is arranged to receive address signaling through the use of Dual Tone Multifrequency (DTMF) or dial pulse address signaling from the end user.

- (9) BSA-D may, at the option of the customer, be arranged to provide ANI arrangement to obtain the calling station billing number. The ANI arrangement provides ten digit station billing number information to the CDL. When SS7 Out of Band Signaling is specified, the customer may obtain an ANI equivalent by ordering the Charge Number optional feature as described in 5.2.18. In those situations where no billing number is available in the end office switch, as with 4/8 party service, no ten digit number will be provided, only the area code and an "operator identification" information digit will be provided.

In those cases where an ANI failure has occurred in the end office switch, no ten digit number will be provided, and an "identification failure" information digit will be provided. ANI will be made available using multifrequency signaling provided by the Telephone Company.

Dependent upon the group type, the ANI spill may be forwarded prior to the called number in appropriately equipped end offices. When the ANI spill is sent prior to the called number, ten digits will be forwarded (NPA + NXX-XXXX). When the ANI spill is sent after the called number, the conventional seven digits will be forwarded. The Telephone Company will determine the sequencing and protocol of the ANI spill and called number.

- (10) BSA-D may, at the option of the customer, be arranged for the International Direct Distance Dialing (IDDD) Arrangement in the originating direction. End Offices or Telephone Company access tandems equipped for IDDD will be designated by the Telephone Company. The CDL must be equipped to receive the IDDD supervisory and address signals and the CDL must provide operator assistance to the end users if necessary to obtain the IDDD address signals once the CDL acknowledges it is ready to receive IDDD address signals.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)

5.2.2 Description of Basic Serving Arrangements (BSAs) (Cont'd)

(D) BSA-D (Cont'd)

(10) (cont'd)

BSA-D may also be arranged to forward the international calls of one or more international carriers to the customer. This arrangement requires verification by the Telephone Company that the customer is authorized to forward such calls.

- (11) BSA-D is provided with basic testing at no additional charge. Basic tests include: loss, 3 tone slope, (C-message and C-notched), and where applicable, signaling and balance testing.
- (a) Where Telephone Company equipment is available, a seven digit access number will be provided to the customer for testing in the terminating direction. These access numbers shall include: balance (100 type) test line, milliwatt (102 type) test line, nonsynchronous or synchronous test line, automatic transmission measuring (105 type) test line, data transmission (107 type) test line, loop around test line, short circuit test line and open circuit test line. Access to test lines by other than seven digits is at the option of the Telephone Company and may vary in availability.
 - (b) Where Telephone Company equipment is available and the customer is equipped with compatible equipment (remote office test lines and 105 test lines with associated responders or their functional equivalent), BSA-D will be provided with automatic testing.
 - (c) At the option of the Telephone Company, cooperative testing may be provided in lieu of automatic testing. Cooperative testing is where the Telephone Company provides a technician at its office(s) and the customer provides a technician at its CDL, with suitable test equipment to perform the required tests. The Telephone Company will routinely perform maintenance testing from its access tandem or end office (if direct routed) to the customer's first point of switching. Additional testing charges will apply as in 6.6 when: (a) the customer requests a test not specified in the preceding; (b) the test requested is not essential to the ongoing maintenance of BSA-D or (c) the customer requests testing on a more frequent basis than scheduled in the Telephone Company's Central Office Maintenance Planning System (COMPS).
 - (d) When BSA-D or 800/877/888 SAC Access service with SS7 Out of Band Signaling is ordered, network compatibility and other operational tests will be performed cooperatively by the Telephone Company and the customer at locations, dates, and times as specified by the Telephone Company in consultation with the customer. These tests are as specified in Bellcore Technical Reference Publication TR-TSV-000905. Successful completion is necessary to receive the SS7 signaling option. To protect the security of the SS7 network, certain of the information provided, i.e., point codes, by the Telephone Company to the customer will be subject to a nondisclosure agreement.
- (12) BSA-D may, at the option of the customer, be provided with Alternate Traffic Routing. This arrangement, as shown in 5.2.18, delivers originating traffic from an end office over a designated trunk group to the CDL. When that trunk group is fully loaded, additional originating traffic is automatically delivered over one or more designated trunk groups to one or more CDLs.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)

5.2.2 Description of Basic Serving Arrangements (BSAs) (Cont'd)

(D) BSA-D (Cont'd)

- (13) BSA-D may, at the option of the customer, be provided with a Service Class Routing Arrangement. This arrangement allows originating traffic to be delivered over selected trunk groups to specified CDLs based on service prefix code (e.g., 0-, 0+, 1+, 01, 011); service class codes (e.g., 500, 700, 800, 888, 900); or end user originating line class of service (e.g., coin, multiparty, hotel/motel). Service classes of traffic unable to be served by a customer will be handled at the option of the Telephone Company.
- (14) BSA-D will be arranged to accept calls from Telephone Company local service without the 101XXXX uniform access code. Each Telephone Company local service will be marked to identify which 101XXXX code its calls will be directed to for InterLATA Area service.
- (15) BSA-D may, at the option of the customer, be provided with a Trunk Access Limitation Arrangement. The Trunk Access Limitation Arrangement provides for the routing of designated (e.g., 900 Service class code) originating calls to a specified number of transmission paths in a trunk group.
- (16) BSA-D may, at the option of the customer, be provided with an Operator Assistance Full Feature Arrangement. This arrangement provides, to the customer operator, the initial coin control function. BSA-D is provided in a directly routed arrangement from the end office switch when this feature is provided. This feature may require the routing by Service Class Routing Arrangement. The coin collection and return protocol required by the customer must be compatible with Telephone Company equipment. Offering of this feature is contingent upon suitable administrative procedures/agreements for coin services being negotiated between the customer and the Telephone Company. This option is unavailable in conjunction with SS7 Out of Band Signaling.
- (17) BSA-D is provided with either Type A, Type B, or Type C transmission performance as follows: a) when routed directly to the end office, either Type B or Type C is provided; b) when routed to a Telephone Company access tandem, only Type A is provided; c) Type A is provided on the transmission path from the Telephone Company access tandem to the end office. Type C transmission performance is provided with Interface Arrangement 1. Type A and Type B are provided with Interface Arrangements 2 through 10. In addition, Data Transmission Parameters may, at the option of the customer, be provided with BSA-D.
- (18) BSA-D trunking arrangements are available with two basic forms of signaling protocol. The standard signaling protocol provided with BSA-D is Overlap Outpulsing. At the option of the customer, where technically available BSA-D may be provided with Non-Overlap Outpulsing signaling protocol.

(E) Dedicated Network Access Link (DNAL)

The DNAL provides a connection between the customer designated location and the Telephone Company End Office that provides the BSA-A dial tone for connection to equipment that is not part of the end office switch but that is used to provide the Simplified Message Desk Interface (SMDI) BSE. The DNAL is only available for use in conjunction with the SMDI BSE.

DNAL service is either a two-wire or four-wire channel which is capable of transmitting signals within the frequency bandwidth of approximately 300 to 3000 HZ.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)

5.2.3 Description of Switched Transport

(A) General

- (1) Switched Transport Termination provides the transmission of Switched Access communications including SAC Access Service, between the CDL and the originating or terminating end office switch(es) in the Access Area.

Switched Transport is comprised of the following rate elements; an Entrance Facility Rate, a Direct-Trunked Transport Rate, a Tandem-Switched Transport Rate. An EIS Cross Connect rate applies where switched access is interconnected with a customer's transmission facilities in accordance with Section 14.

The Entrance Facility Rate is assessed upon customers for the use of Telephone Company Voiceband, DS1 and DS3 high capacity facilities, including interface arrangements, between the point of termination at the Customer Designated Location (CDL) and the Telephone Company's serving wire center. The Entrance Facility is further described in 5.2.3(B).

The Direct-Trunked Transport Rate is assessed upon customers for the use of Voiceband and DS1 and DS3 high capacity transport facilities dedicated to a single customer between a serving wire center and end office (including host end offices), between a serving wire center and a Telephone Company Hub for multiplexing purposes, between two Telephone Company hubs, between a serving wire center and a Directory Assistance Center, between a Telephone Company Hub and an end office and between a serving wire center and a Telephone Company access tandem. The Direct-Trunked Transport Rate is flat-rated and, with the exception of Voiceband Transport, has both distance-sensitive and nondistance-sensitive components. Voiceband Direct-Trunked Transport is distance sensitive only. Direct-Trunked Transport is further described in 5.2.3(C).

A Dedicated Trunk Port is applicable to the purchase of dedicated trunks terminated by that port. The Dedicated Trunk Port provides for the termination of a dedicated trunk at the end office or access tandem. The Dedicated Trunk Port is a flat rated charge assessed on a per trunk basis. The rate is determined based on whether the trunk is Voiceband or DS1.

The Tandem-Switched Transport Rate is assessed upon customers for the use of transport between a serving wire center and an end office that is switched at an access tandem. The Tandem-Switched Transport Rate may also be assessed for transport between a Telephone Company access tandem and end office when the customer orders Direct-Trunked Transport to a Telephone Company access tandem and between a host end office and a remote end office. Tandem-Switched Transport consists of circuits dedicated to the use of a single customer from the serving wire center to the Telephone Company's tandem and circuits used in common by multiple customers from the tandem to an end office. The Tandem-Switched Transport Rate includes three subelements, a Tandem-Switched Transport - Facility, a Tandem-Switched Transport - Termination, and a Tandem Switching Rate. The Tandem Switching Rate is not applicable for transport between a host end office and a remote end office. Tandem-Switched Transport is further described in 5.2.3(D).

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)

5.2.3 Description of Switched Transport (Cont'd)

(A) General (Cont'd)

- (2) Switched Transport facilities provide two-way voice frequency transmission paths which permits the transport of calls in the originating direction (from the end office switch to the CDL), and in the terminating direction (from the CDL to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of the human voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz. Direct-Trunked Transport and Entrance Facilities are composed of facilities as ordered by the customer.

The Telephone Company will work cooperatively with the customer in determining (1) service to be routed directly to an end office switch or via an access tandem switch, and (2) the directionality of the service.

- (3) The number of Switched Transport Termination transmission paths provided between an end office switch and a Telephone Company access tandem are determined by the Telephone Company using standard traffic engineering methods. The number of Switched Transport transmission paths provided between the Telephone Company access tandem and serving wire center of the CDL is determined:
 - (a) by the customer, when ordering FGA or BSA-A, based on the number of lines ordered, or, FGB or BSA-B, based on the number of trunks ordered;
 - (b) by the Telephone Company, when the customer orders FGC, FGD, BSA-C, BSA-D or SAC Access Service. If ordered in trunks, the customer may determine the number of trunks. If ordered in BHMC, the Telephone Company will determine the number of trunks, using standard traffic engineering methods.

(B) Entrance Facility

The Entrance Facility provides the transmission path and the interface between the Telephone Company's serving wire center and customer provided facilities at the point of termination at the CDL.

Switched Access is provided in a number of separate Entrance Facilities. Each Entrance Facility provides a specified facility interface (e.g., two-wire, four-wire, DS1, etc.). Provision of the Interface Arrangements for two wire and four wire voice frequency Entrance Facilities and any Optional Arrangements may require placement of Telephone Company equipment [e.g., supervisory signaling equipment as described in 5.2.3(F) on the customer's premises.

Where transmission facilities permit, the individual transmission paths between the point of termination and the first point of switching may, at the option of the customer, be provided with Optional Arrangements as set forth in (C) following.

The following Standard Entrance Facilities are available:

<u>IA</u>	<u>IA</u>
Two-Wire VF	DS1 Digital
Four-Wire VF	DS3 Digital

In lieu of an Entrance Facility, Switched Access may be interconnected with a customer's transmission facilities in accordance with Section 14.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)

5.2.3 Description of Switched Transport (Cont'd)

(B) Entrance Facility (Cont'd)

(1) Two-Wire Voice Frequency Entrance Facility

- (a) The Two-Wire Voice Frequency Entrance Facility, except as set forth in (b) following, provides two-wire voice frequency transmission at the point of termination at the CDL. The interface is capable of transmission signals within the frequency bandwidth of approximately 300 to 3000 Hz.
- (b) The Two-Wire interface is not provided in association with FGC, FGD, BSA-C and BSA-D when the first point of switching is an access tandem. In addition, the two-wire interface is not provided in association with FGB or BSA-B when the first point of switching is an access tandem where two-wire terminations are not provided.
- (c) The transmission path between the point of termination at the CDL and the serving wire center may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of the human voice and associated telephone signals within the frequency bandwidth of 300 to 3000 Hz.
- (d) The Two-Wire interface is provided with loop supervisory signaling. When the interface is associated with FGA or BSA-A, such signaling may be loop start or ground start. When the interface is associated with FGB, FGC, FGD, BSA-B, BSA-C and BSA-D such signaling, except for two-way calling, may be reverse battery signaling. The interface may, at the option of the customer, be provided with DX supervisory signaling or E&M supervisory signaling as set forth in 5.2.3(F) following.

(2) Four-Wire Voice Frequency Entrance Facility

- (a) The Four-Wire Voice Frequency Entrance Facility provides four-wire voice frequency transmission at the point of termination at the CDL. The interface is capable of transmission of the human voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.
- (b) The transmission path between the point of termination at the CDL and the first point of switching may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of the human voice and associated telephone signals within the frequency bandwidth of 300 to 3000 Hz.
- (c) The interface is provided with loop supervisory signaling. When the interface is associated with FGA or BSA-A, such signaling may be loop start or ground start signaling. When the interface is associated with FGB, FGC, FGD, BSA-B, BSA-C or BSA-D, such signaling, except for two-way calling, may be reverse battery signaling. The interface may, at the option of the customer, be provided with supervisory signaling as set forth in 5.2.3(F) following.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)

5.2.3 Description of Switched Transport (Cont'd)

(B) Entrance Facility (Cont'd)

(3) DS1 Digital Entrance Facility

- (a) The DS1 Digital Entrance Facility provides DS1 level digital transmission at the point of termination at the CDL. The interface is capable of transmitting electrical signals at 1.544 Mbps, with the capability to multiplex up to 24 voice frequency transmission paths.

Between the first point of switching and the point of termination at the CDL, when analog switching utilizing analog terminations is provided, the Telephone Company may, at its option, provide multiplex equipment to derive 24 transmission paths of frequency bandwidth of approximately 300 to 3000 Hz. When digital switching or analog switching with digital carrier terminations is provided, the Telephone Company will provide, at the customer's request, at the first point of switching, DS1 signals in D4 or D3 format.

- (b) The interface is provided with individual transmission path bit stream supervisory signaling.

(4) DS3 Digital Entrance Facility

- (a) The DS3 Digital Entrance Facility provides a DS3 level digital transmission at the point of termination at the CDL. The interface is capable of transmitting electrical signals at 46.736 Mbps, with the capability to multiplex up to 672 voice frequency transmission paths.

Between the first point of switching and the point of termination at the CDL, when analog switching utilizing analog terminations is provided, the Telephone Company may, at its option, provide multiplex equipment to derive up to 672 voice frequency transmission paths of frequency bandwidth of approximately 300 to 3000 Hz. When digital switching or analog switching with digital carrier terminations is provided, the Telephone Company will provide, at the customer's request, at the first point of switching, DS1 signals in D4 or D3 format.

- (b) The interface is provided with individual transmission path bit stream supervisory signaling.
- (c) To insure compatibility of transmission, the utilization of the same manufacturer's equipment (end-to-end) may be required. The Telephone Company reserves the right to choose this equipment.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)5.2.3 Description of Switched Transport (Cont'd)(C) Direct-Trunked Transport

The Direct-Trunked Transport rate is assessed upon customers for the use of Voiceband, DS1 or DS3 High Capacity transport dedicated to a customer from a serving wire center to an end office (including host end offices) when such facilities are not switched through a Telephone Company access tandem. Direct Trunked Transport also provides for the transmission facilities between:

- a serving wire center or end office and a Telephone Company Hub office other than the serving wire center where multiplexing is performed;
- a serving wire center and a Telephone Company access tandem for Tandem-Switched Transport services when Direct-Trunked Transport routing is desired directly to the Telephone Company access tandem.
- between an EIS Cross Connect arrangement located in a Telephone Company wire center and a different serving wire center, end office or Telephone Company access tandem.

The Direct-Trunked Transport Rate is flat-rated and, with the exception of Voiceband Transport, has both distance-sensitive and nondistance-sensitive components. Voiceband Transport has only a distance-sensitive component. The distance-sensitive mileage recovers costs of the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The non-distance sensitive component, i.e., the termination component, recovers costs of circuit equipment at the ends of the transmission links. Direct-Trunked Transport is not provided at Telephone Company end offices that are not capable of measuring switched access minutes of use. These end offices are specified in NECA Tariff FCC No. 4.

A Dedicated Trunk Port charge shall be assessed on a per voicegrade or DS1 channel terminating at an end office or access tandem.

(D) Tandem-Switched Transport

The Tandem-Switched Transport Rate is assessed upon customers for the use of transport from a serving wire center to an end office that is switched at a Telephone Company access tandem. The Tandem-Switched Transport rate may also be assessed for transport between a Telephone Company access tandem and end office and between a host end office and a remote end office. Tandem-Switched Transport consists of circuits dedicated to the use of a single customer from the serving wire center to the tandem and circuits used in common by multiple customers from the Telephone Company access tandem to an end office. The Tandem-Switched Transport Rate includes three subelements, a Tandem-Switched Transport - Facility, a Tandem-Switched Transport - Termination, and a Tandem Switching Rate. The Tandem-Switched Transport - Facility is usage rated and distance-sensitive, i.e., a per access minute per airline mile rate. The rate recovers costs of the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. Tandem-Switched Transport-Facility airline mileage will be measured from the access tandem to the end office or host office. The Tandem-Switched Transport - Termination is a usage rated, per minute rate to recover costs incurred at the ends of the transmissions links. The Tandem Switching Rate is a usage rated, per minute rate to recover a portion of the tandem switching costs. The Tandem Switching Rate is not applicable for transport between a host end office and a remote end office.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)5.2.3 Description of Switched Transport (Cont'd)(E) Multiplexing

Multiplexing provides for arrangements to convert a single higher capacity or bandwidth circuit for bulk transport to several lower capacity or bandwidth circuits. Monthly rates and nonrecurring charges for multiplexing apply as follows: (1) The DS3/DS1 Multiplexing Charge applies to all DS3 to DS1 multiplexing arrangements; (2) the DS1/Voice Multiplexing Charge applies to all DS1 Entrance Facility and Direct-Trunked Transport circuits that terminate in an analog office and where the multiplexer performs DS1/Voice multiplexing functions; (3) a Multiplexing Charge will always apply on High Capacity shared use switched and dedicated access facilities.

Listed below are the multiplexing arrangements offered with switched access.

- DS1 to Voice

An arrangement that multiplexes twenty-four voice grade circuits to a single DS1 digital circuit at a rate of 1.544 Mbps, or multiplexes a single DS1 digital circuit at a rate of 1.544 Mbps to twenty-four voice grade circuits.

- DS3 to DS1

An arrangement that multiplexes twenty-eight DS1 digital circuits to a single DS3 digital circuit at a rate of 44.736 Mbps, or multiplexes a single DS3 digital circuit at a rate of 44.736 Mbps to twenty-eight DS1 circuits.

(F) Optional Arrangements

- (1) Switched Transport facilities will be engineered and routed based on standard engineering methods, available facilities and equipment, and the Telephone Company traffic routing plans. The Telephone Company will work cooperatively with customers in providing design and traffic routing information.
- (2) The Telephone Company will provide Optional Arrangements in association with the Interface Arrangements listed in 5.2.3(B)(1) and (2). The provision of such Optional Arrangements may require placement of Telephone Company equipment on the customer's premises. These Optional Arrangements are nonchargeable.

Supervisory Signaling

A supervisory signaling capability is provided for each Interface Arrangement as listed in 5.2.3 (B)(1) and (2). Where the transmission parameters permit and where signaling conversion is required by the customer to meet his signaling capability, the customer may order a supervisory signaling arrangement for each transmission path provided as follows:

For Interface Arrangements (1) and (2)

DX Supervisory Signaling arrangement, or
E&M Type I Supervisory Signaling arrangement, or
E&M Type II Supervisory Signaling arrangement.

For Interface Arrangement (2)

SF Supervisory Signaling arrangement, or
E&M Type III Supervisory Signaling arrangement.

These optional supervisory signaling arrangements are unavailable in conjunction with Signaling System 7 (SS7) Out of Band Signaling as described in 5.2.5(A).

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)

5.2.4 Description of End Office Services

End Office Services provide the end user termination functions and end office switching necessary to complete the transmission of Switched Access communications to and from the end users served by the end office. End Office Services Optional Arrangements are available as defined in 5.2.5.

End Office Services are provided in association with Switched Transport when ordered as set forth in Section 5. End Office Services will be provided as one of the following types: Feature Group A (FGA), Feature Group B (FGB), Feature Group C (FGC), Feature Group D (FGD), Basic Serving Arrangement-A (BSA-A), Basic Serving Arrangement-B (BSA-B), Basic Serving Arrangement-C (BSA-C), Basic Serving Arrangement-D (BSA-D) and SAC Access Service.

The number of End Office Service transmission paths and line terminations provided will be determined by the Telephone Company based on standard traffic engineering methods.

The rates are further differentiated based upon the directionality of the traffic carried over the Switched Access Service.

End Office Switching is not provided in conjunction with switched access minutes of use that originate or terminate at a Mobile Telephone Switching Office (MTSO) directly interconnected to a Telephone Company access tandem office.

End Office Switching provides the following:

- The facilities to terminate end user Common Lines in end office switches or Local Channels in WATS Serving Offices.
- The end office switching functions necessary to complete a Switched Access Communication to or from end user Common Lines or Local Channels served by the end office.
- The termination of a call at a Telephone Company intercept operator or recording. The operator or recording tells a caller why a call, as dialed, could not be completed, and if possible, provides the correct number.

End Office Switching is divided into two categories; End Office Switching - Bundled (EOSB) and End Office Switching - Unbundled (EOSU). Application of the charges is in 5.4.2(G) and the rates are in 5.5.3(B), (C) and (D).

5.2.5 End Office Services Optional Arrangements

The following optional arrangements are available in offices where equipment, facilities, and other conditions permit. The Telephone Company makes no guarantee that these optional arrangements will be available in all locations.

Unless otherwise noted, these End Office Services Optional Arrangements are nonchargeable.

(A) Alternate Traffic Routing

This option provides the capability of directing originating traffic from an end office (or appropriately equipped access tandem) via a trunk group (the "high usage" group) to a CDL until that group is fully loaded, and then delivering additional originating traffic (the "overflowing" traffic) from the same end office or access tandem to a different trunk group or groups (via one or more intermediate high usage groups) to one or more CDLs until the originating traffic is directed to a final group. The customer shall specify the last trunk CCS desired for the high usage group and each intermediate group.

This option is provided in suitably equipped end office or access tandem switches and is available with FGB, FGC, and FGD.

This option is available with BSA-B, BSA-C and BSA-D as a chargeable BSE as specified in 5.2.18 and 5.4.6.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)

5.2.5 End Office Services Optional Arrangements (Cont'd)

(B) Automatic Number Identification (ANI) Arrangement

This option provides the automatic transmission of a seven or ten digit number and information digit to the CDL for calls originating in the Access Area to identify the calling station. The ANI arrangement will be associated with all individual transmission paths in a trunk group when this arrangement is provided.

The seven digit ANI telephone number is available with FGB and FGC. It will be transmitted on all calls except those identified as a multiparty line or ANI failure. The ten digit ANI telephone number is only available with FGD. When FGD with SS7 Out of Band Signaling is specified, the customer may order an ANI equivalent by ordering the Charge Number optional feature. The ten digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number. The ten digit ANI telephone number will be transmitted on all calls except those identified as a multiparty line or ANI failure in which case only the NPA will be transmitted (in addition to the information digit described below). The ANI telephone number is the listed telephone number of the end user that originates the call.

With FGC, ANI is provided from end offices at which the Telephone Company recording for end user billing is not provided, or where it is not required, as with 800/877/888 Service. It is not provided from end offices for which the Telephone Company needs to forward ANI to its recording equipment.

Where ANI cannot be provided (e.g., on calls from 2 (in some instances), 4, and 8 party services) information digits will be provided to the customer. The information digits are used in the following situations:

- (1) Telephone number is the station billing number - no special treatment is required.
- (2) Multiparty line telephone number is a 2 (in some instances), 4, or 8 party line and cannot be identified - number must be obtained via an operator or in some other manner.
- (3) ANI failure has occurred in the end office switch which prevents identification of calling telephone number - number must be obtained by operator or in some other manner.
- (4) The configuration of the line requires special screening or handling by the customer, or
- (5) Call is an Automatic Identified Outward Dialed (AIOD) call from end user terminal equipment.

These ANI information digits are available with FGB, FGC, and FGD only. In addition, the following information digits are available with FGD only:

- (a) InterLATA Area restricted - telephone number is identified line.
- (b) InterLATA Area restricted - line requires special screening or handling by the customer.

These information digits will be transmitted as agreed to by the customer and the Telephone Company.

The ANI Arrangement is available with BSA-B, BSA-C and BSA-D as a chargeable BSE as specified in 5.2.18 and 5.4.6.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)5.2.5 End Office Services Optional Arrangements (Cont'd)(C) Intra Access Area Call Denial on Line or Hunt Group

This option is provided in conjunction with FGA and BSA-A and allows for the screening of terminating calls within the FGA or BSA-A Access Area, and for completion only of calls to 411, 611, 911, 800, 888, 555-1212, and a specified set of NXX codes within the FGA or BSA-A Access Area. The set of NXX codes to which calls will be completed is selected by the FGA or BSA-A customer, in cooperation with the Telephone Company, from those NXX codes within the local calling area of the end office where the FGA or BSA-A connection is provided. All other calls are routed to a reorder tone or recorded announcement. This arrangement is provided at no charge in Telephone Company end offices, where available.

(D) InterLATA Call Denial on Line or Hunt Group

This option allows for the screening of terminating calls and for completion only of calls within the LATA. All other calls are routed to an appropriate access announcement. Specifically, this option would block terminating calls to the following:

- * InterLATA, dialed as either 7D, 10D, 1+7D, 1+10D, 950-XXXX 101XXXX+7D or 101XXXX+10D.
- * Service Access Codes (500, 700, 800, 888 and 900).
- * International, dialed as either 011 or 01.
- * Operator, dialed as either 0+, 0- or 00.

This arrangement is provided in Telephone Company end offices, where available. It is available with FGA or BSA-A at rates and charges as set forth in Section 5.4.2(B). Blocking of the 800/877/888 Service Access Code may not be available in all end offices where this arrangement is otherwise available.

(E) Call Denial on Line or Hunt Group Outside the Access Area

This option allows for the screening of terminating calls and for completion only of calls within the Access Area. All other calls are routed to an appropriate access announcement. Specifically, this option would block terminating calls to the following:

- * Outside the Access Area, dialed as either 7D, 10D, 1+7D, 1+10D, 950-XXXX, 10XXX+7D, 101XXXX+7D, 10XXX+10D or 101XXXX+10D.
- * Service Access Codes (500, 700, 800, 877, 888 and 900).
- * International, dialed as either 011 or 01.
- * Operator, dialed as either 0+, 0- or 00.

This arrangement is provided in Telephone Company end offices, where available. It is available with FGA or BSA-A at rates and charges as set forth in Section 5.4.2(A)(3)(j). Blocking of the 800/877/888 Service Access Code may not be available in all end offices where this arrangement is otherwise available.

(F) Dual Tone Multifrequency Address Signaling

This option allows reception of called party address signals from the customer in the form of Dual Tone Multifrequency (DTMF) signals. It is provided in all Telephone Company end offices where available. When FGA or BSA-A arrangements are provided as part of a hunt group or uniform call distribution group, and the customer requires DTMF address signaling, then all arrangements in the hunt group or uniform call distribution group will be so equipped. It is available with FGA or BSA-A.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)5.2.5 End Office Services Optional Arrangements (Cont'd)(G) Hunt Group Arrangement

The Hunt Group Arrangement is available with FGA as a nonchargeable option. This option is available with BSA-A as a chargeable BSE as specified in 5.2.18 and 5.4.6.

- (1) This option provides the ability to sequentially access one of two or more line side connections in the originating direction, when the access code of the line group is dialed. This arrangement contemplates one access code (i.e., telephone number) per arrangement.
- (2) This option provides the ability to sequentially access one of two or more lines in the terminating direction, when the hunting number of the line group is forwarded from the customer to the Telephone Company.

(H) Customer Specification of Switched Access Directionality

This option allows the customer to specify the directionality of the trunk group (i.e., originating, terminating, or two-way) in lieu of Telephone Company specification. It is available with all Feature Groups and Basic Serving Arrangements. Rates and charges will be developed on an Individual Case Basis.

(I) International Direct Distance Dialing Arrangement

This option allows for FGD or BSA-D end offices or access tandem switches equipped for International Direct Distance Dialing to be arranged to route originating international calls to a customer other than the one designated by the end user either through presubscription of 101XXXX dialing. This arrangement requires provision of written verification to the Telephone Company that the customer is authorized to forward such calls. The written verification must be in the form of a letter of agency authorizing the customer to order the option on behalf of the international carrier. This option is only provided at Telephone Company end offices or access tandems equipped for International Direct Distance Dialing.

(J) Nonhunting Number for Use with Hunt Group Arrangement

This option provides an arrangement for an individual line within a multiline hunt group that provides access to that line within the hunt group when it is idle or provides busy tone when it is busy, when the nonhunting number is dialed. Where available, this arrangement is provided with originating use for FGA, BSA-A or terminating use for Local Channels.

(K) Nonhunting Number for Use with Uniform Call Distribution Arrangement

This option provides an arrangement for a uniform call distribution multiline hunt group that provides access to an individual line within the hunt group when it is idle or provides busy tone when it is busy, when the nonhunting number is dialed. Where available, this arrangement is provided with originating use for FGA, BSA-A or terminating use for Local Channels. It can only be provided from suitably equipped stored program controlled switches.

(L) Operator Assistance Full Feature Arrangement

This option, which is available only on a direct trunking arrangement, provides the initial coin return control function to the customer's operator. It is available with FGD or BSA-D. Rates and charges will be developed on an Individual Case Basis. This option is not available in conjunction with SS7 Out of Band Signaling.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)5.2.5 End Office Services Optional Arrangements (Cont'd)(M) Rotary Dial Station Signaling

This option provides for the transmission of called party address signaling from rotary dial stations to the CDL, for originating calls. It is available with FGB or BSA-B where conditions permit.

(N) Service Class Routing

This option provides the capability of directing originating traffic from an end office to a CDL, based on the service prefix code (e.g., 0+ or 01+) or service class code (e.g., 500, 600, 700, 800, 888 or 900). It is provided in suitably equipped end office or access tandem switches and is available with FGC, FGD, BSA-C and BSA-D. Originating 500-NXX-XXXX calls are routed in accordance with the 500 Customer Identification function described in 5.2.17. Originating 800/877/888-NXX-XXXX calls are routed in accordance with the 800/877/888 Customer Identification Function as described in 6.2.5(W).

(O) Service Code Denial on Line or Hunt Group

This option allows for the screening of terminating calls within the Access Area and for disallowing completion of calls to 0- and N11 (e.g., 411, 611 and 911). Where available this arrangement is provided in Telephone Company end offices. It is available with FGA or BSA-A and can only be provided from suitably equipped stored program controlled switches.

(P) Trunk Access Limitation

This option, where available, provides for the routing of originating 900 or 900 like Service calls to a specified number of transmission paths in a trunk group, in order to limit (choke) the completion of such traffic to a customer. Calls to the designated service which could not be completed over the subset of transmission paths in the trunk group (i.e., the choked calls) would be routed to reorder tone. It is available with FGC, FGD, BSA-C and BSA-D.

(Q) Uniform Call Distribution Arrangement

This option provides a type of multiline hunting arrangement which provides for an even distribution of calls among the available lines in a hunt group. Where available, this arrangement is provided with originating use for FGA and terminating use for Local Channels.

Uniform Call Distribution is available with BSA-A as a chargeable BSE as specified in 5.2.22 and 5.4.6.

(R) Up to 7 Digit Outpulsing of Access Digits to the Customer

This option provides for the end office capability of providing up to 7 digits of the access code to the CDL. The customer can request that only some of the digits in the access code be forwarded. The access code digits would be provided to the CDL using multifrequency signaling, and transmission of the digits would precede the forwarding of ANI if that arrangement was provided. It is available with FGB and BSA-B in suitably equipped end offices.

(S) Band Advance Arrangement

This arrangement is available for Local Channels used with a Switching Interface. This option, which is provided in association with two or more groups, provides for the automatic overflow of terminating calls from a line group, that has exceeded its call capacity, to another line group with equal or a greater number of bands than that of the overflowing line group. This arrangement does not provide for call overflow from a group with a higher designation to one with a lower band designation.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)5.2.5 End Office Services Optional Arrangements (Cont'd)(T) FGD and BSA-D Switched Access with 950-XXXX Access

FGD or BSA-D Switched Access with 950-XXXX Access is an optional arrangement that provides for the routing of originating calls using a customer's 950-0XXX or 950-1XXX access code(s) to the customer over the customer's FGD or BSA-D trunks. All such calls will be rated as FGD or BSA-D switched access calls.

This optional arrangement, available where technically feasible in equal access end offices, uses FGD or BSA-D signaling protocols and technical specifications. The 950-XXXX traffic can be routed over FGD or BSA-D trunks combined with the customer's standard FGD or BSA-D traffic directly to the CDL or through a Telephone Company access tandem to the CDL. The customer must be able to differentiate standard FGD or BSA-D calls from 950-XXXX calls delivered over the same FGD or BSA-D trunks. FGD or BSA-D Switched Access with 950-XXXX Access is not available with certain Telephone Company Access tandem switches when the signaling from an end office to the Telephone Company Access tandem is multifrequency address signaling and the signaling from the Telephone Company Access tandem to the CDL is SS7 Out of Band signaling. The customer may not have originating FGD or BSA-D switched access with 950-XXXX access and originating FGB or BSA-B switched access in the same end office utilizing the same 950-XXXX Customer Identification Code.

(U) Operator Assistance for SAC Access Service

This option provides for operator completion of N00-NXX-XXXX type calls which are generated by an end user by dialing 0-. This option is available with SAC Access Service and with FGC, FGD, BSA-C and BSA-D which are used in conjunction with SAC Access Service.

(V) Switching Interface

This feature provides the line switching and line supervisory functions necessary to interface between Switched Access and Dedicated Access as set forth below for the provision of customer services (e.g., WATS or WATS-type Access). This feature is provided at appropriately equipped Telephone Company WATS Serving Offices and must be ordered with each Access in accordance with the following configurations and access code arrangements. The Switched Access is available from Section 5 of this tariff, except as set forth in (4) following, to provide connectivity from the WATS Serving Office to the CDL of the customer. The Dedicated Access is available from Section 6 of this tariff to provide connectivity from the WATS Serving Office to the CDL of the end user.

This feature is available in the configurations as set forth in (1) through (4) following.

(1) Originating Only

Intrastate Originating Only, which is available on a per line basis, provides for the origination of intrastate calls from a Local Channel to the customer via a form of Switched Access FGA, FGB, FGC, FGD, BSA-A, BSA-B, BSA-C or BSA-D switched access. The following Originating Access configurations offered herein passes:

- all NPA-NXX-XXXX calls, all 700-NXX-XXXX calls and all FNPA-555-1212 calls when preceded by the access code of 1+.
- For FGA or BSA-A, a connection of the WATS provider that terminates directly at a WATS Serving Office (WSO) and can be accessed via the standard seven-digit number.
- For FGB or BSA-B, a connection of the WATS provider that can be accessed from the WSO via 950-1/0XXX or 1+950-1/0XXX.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)

5.2.5 End Office Services Optional Arrangements (Cont'd)

(V) Switching Interface (Cont'd)

(1) Originating Only (Cont'd)

a. Additional Access Code Arrangements

At the option of the customer and subject to technical availability, the following additional access code arrangements are available to be ordered by a customer for an entire jurisdiction (e.g., state) basis:

i. Operator Access:

O - available with FGC and BSA-C.

All O calls are directed to the Telephone Company operator. All interLATA calls will then, due to technical limitations, be sent to AT&TC for completion.

0, 00 and 0+ - available with FGD and BSA-D.

All 0 calls are directed to the Telephone Company operator. All interLATA calls will then be transferred, due to technical limitations, be sent to AT&TC for completion.

All 00 calls are passed to the customer for completion.

All 0+ calls will be passed to the customer for completion.

ii. Multiple Carrier Access:

- available with FGD and BSA-D.
- 101XXXX to the appropriate IC as indicated by the codes dialed.
- 1+800/877/888-NXX-XXXX calls to the carrier in accordance with the 800/877/888 Customer Identification Function described in 5.2.5(W).
- 1+900-NXX-XXXX calls to the carrier designated by the digits dialed.

iii. International Access:

01+ and 011+ - available with FGC, FGD, BSA-C or BSA-D - all calls are passed to the customer for completion.

The optional additional access code arrangements are available only as set forth in i. through iii. above.

(2) Terminating Only

Intrastate Terminating Only, which is available on a per-line basis, provides for the termination of all calls via Switched Access FGA, FGB, FGC, FGD, BSA-A, BSA-B, BSA-C or BSA-D to a Local Channel.

(3) Combined Originating/Terminating

Combined Originating/Terminating, which is available on a per-line basis, provides the combined functionality of the Originating Only and Terminating Only configurations, as set forth preceding.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)

5.2.5 End Office Services Optional Arrangements (Cont'd)

(V) Switching Interface (Cont'd)

(4) Multi-Jurisdictional Access

Multi-jurisdictional Access is when the customer orders an interstate Local Channel, as set forth in the interstate tariff, for the combined use of interstate and intrastate traffic. The intrastate provisions are as offered within this tariff, which includes (1) through (3) above. The interstate provisions are as offered in the interstate access tariff.

An interstate Switching Interface and an intrastate Switching Interface must be ordered for the provisioning of Multi-jurisdictional Access.

All calls carried over a Local Channel used in conjunction with a Switching Interface for Multi-jurisdictional Access will be passed to the customer for completion, except when the end user voluntarily dials a carrier access code of a different carrier in conjunction with the multiple carrier access option offered in Section 5.2.5(v)(1)a.ii. preceding.

The terms, conditions, and rates for the interstate Special Access and Switching Access associated with this feature are as set forth the Frontier Tariff FCC No. 14, Facilities for Interstate Access. The terms, conditions, and rates for the intrastate Switched Access are as set forth in this tariff.

When the customer orders Special Access from the interstate tariff for the facilities between the end user's premises and the WATS Serving Office for use with Multi-jurisdictional Access as set forth above, and if the Telephone Company intrastate tariff also provides for customer billing for these facilities, the customer will be exempted from the intrastate charge.

(W) 800/877/888 Customer Identification Function

This function utilizes 800/877/888 Data Base Query Service, as described in 5.2.16, to screen all ten digits of all 800/877/888-NXX-XXXX type calls generated by end users to determine the customer to which the 800/877/888 calls is to be routed. This function is provided in conjunction with 800/877/888 SAC Access Service.

(X) 900 Customer Identification Function

This function provides for screening of the first six digits of all 900-NXX-XXXX type calls which are generated by end users to determine the customer to which the call is to be routed. This function is provided with 900 SAC Access Service and with FGC and FGD.

(Y) Switched Data Service

(1) Switched 56

This option provides for a connection capable of up to 56 Kbps digital transmission between the customer's CDL and a suitably equipped end office. Switched Data service lines connected at those suitably equipped end offices will be accessed on a switched basis for digital transmission up to 56 Kbps.

This option is provided only with FGD or BSA-D. A separate FGD or BSA-D trunk group must be established for the provision of Switched Data service. This trunk group requires the use of a DS1 digital interface as described in Section 5.2.3(B)(4). Switched Data and Non-Switched Data traffic may not be combined on the same trunk group. Access is made via the standard dialing pattern as set forth in Section 5.2.1(D)(8) and 5.2.2(D)(8).

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)

5.2.5 End Office Services Optional Arrangements (Cont'd)

(Y) Switched Data Service (Cont'd)

(2) Switched 64

This option provides for a connection capable of up to 64 Kbps digital transmission with clear channel capability between the customer's CDL and a suitably equipped end office. Clear channel capability allows for full bandwidth availability to the customer with no part of the channel used for control, framing or signaling.

Switched 64 requires all digital facilities including the use of a DS1 digital interface as described in Section 6.2.3(B)(6) and is available only with FGD or BSA-D from end offices capable of providing SS7 signaling, Bipolar with Eight Zero Substitution (B8ZS) line code format and Integrated Services Digital Network (ISDN) or other Switched Data based services.

Access is made via the standard dialing pattern as set forth in Section 5.2.1(D)(8) and 5.2.2(D)(8).

A separate FGD or BSA-D trunk group must be established for the provision of Switched 64 service.

Switched data and non-switched data traffic may not be combined on the same trunk group.

(Z) Signaling System 7 (SS7) Out of Band Signaling

This option is provided in conjunction with Common Channel Signaling System 7 (CCS7) Access Service. CCS7 Access Service is provided pursuant to the rates, terms and conditions set forth in Frontier Tariff FCC No. 14 and is only available with Switched Access FGD or BSA-D service, 500 SAC Access, 800/877/888 Access and 900 SAC Access Service. SS7 Out of Band Signaling provides common channel out of band transmission of address and supervisory SS7 protocol signaling information between the end office or access tandem switching systems and the CDL. FGD or BSA-D Switched Access, 500 SAC Access, 800/877/888 SAC Access and 900 SAC Access service, equipped with SS7 Out of Band Signaling, are available with the following interface arrangements: DS1 Digital and DS3 Digital. SS7 Out of Band Signaling is provided at suitably equipped Telephone Company end office or access tandem switches.

(A)(A) Calling Party Number (CPN) Parameter

The CPN parameter, available as a nonchargeable option for originating FGD or BSA-D with SS7 Out of Band Signaling, provides for the automatic transmission of the ten digit directory number, associated with a calling station, to the customer's premises for originating calls. The ten digit number consists of the NPA plus the seven digit telephone number which may or may not be the same number as the calling station's charge number. The CPN parameter also includes a "privacy indicator" which allows the ten digit telephone number to be coded as presented or restricted for delivery to the called end user. The technical specifications for CPN are described in Bellcore Technical Reference Publication TR-TSV-000905.

(A)(B) Carrier Selection Parameter (CSP)

The CSP, available as a nonchargeable option for originating FGD or originating BSA-D with SS7 Out of Band Signaling, provides for the automatic transmission of a signaling indicator which signifies to the customer whether or not a given call originated from a presubscribed line. If the line was presubscribed, the indicator will signify if the end user did or did not dial 101XXXX. The technical specifications for CSP are described in Bellcore Technical Reference Publication TR-TSV-000905.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)

5.2.5 End Office Services Optional Arrangements (Cont'd)

(A)(C) Charge Number (CN) Parameter

The CN parameter, available as a nonchargeable option for originating FGD with SS7 Out of Band Signaling, is equivalent to the existing ten digit Automatic Number Identification (ANI) available with FGD with MF signaling. When BSA-D with SS7 Out of Band Signaling is specified, the customer may order the CN parameter at the rates for ANI-BSE as shown in 5.5. The CN parameter provides for the automatic transmission of the ten digit billing number of the calling station and the originating line information. The technical specifications for CN are described in Bellcore Technical Reference Publication TR-TSV-000905.

(A)(D) Carrier Identification Parameter (CIP)

Carrier Identification Parameter is available as an optional feature in conjunction with originating FGD with SS7 Out of Band Signaling. CIP provides for the transmission of the Carrier Identification Code (CIC) or the access code 101XXXX to the customer with the Initial Address Message (IAM). CIP is available with originating FGD in suitably equipped end offices and access tandems. CIP will be populated by a 4-digit CIC at the rates shown in 5.5.

The Telephone Company will make every effort to maintain the CIP information, equipment and facilities in a format which facilitates the customer's use of the CIP offering. Changes (i.e., technology, customer account makeup, etc.) can occur affecting such information, however, and the Telephone Company cannot guarantee that the CIP equipment and facilities will be completely capable of processing CIP data at all times. Accordingly, the Telephone Company shall not be liable for any incidental, indirect, special or consequential damages (including lost revenue or profits) of any kind, resulting from inaccuracy of CIP data and/or the inability of its equipment and facilities to process CIP data.

5.2.6 Call Restriction and Code Screening Reports

The customer, when ordering Call Denial on Line or Hunt Group, Service Class Routing or Trunk Access Limitation as set forth in 5.2.5 preceding, shall report the appropriate codes to be instituted in each end office switch.

5.2.7 Installation and Acceptance Testing of Switched Access

- (A) The Switched Access provided under this tariff (a) will include any Telephone Company installed equipment, entrance cable or drop wiring, and wiring or cable within a building necessary to terminate the Switched Access at a point of termination reasonably situated so as to serve the CDL, and (b) will be installed by the Telephone Company to such a point of termination. The customer shall be responsible for providing facilities beyond the point of termination. When performing installation and acceptance testing, the Telephone Company will, on a cooperative basis, test the line or trunk beyond the customer's first point of switching (i.e., End-To-End).
- (B) At no additional charge, the Telephone Company will, at the customer's request, cooperatively test, at the time of installation, loss, 3-tone slope, DC continuity, C-notched noise, C-message noise and operational signaling, when applicable. When the Interface Arrangement is established at the Telephone Company's first point of switching, and the customer requests these tests, the Telephone Company will perform the tests independently and provide the results to the customer. When the Interface Arrangement provides a four-wire voice transmission facility and the point of termination provides two-wire voice transmission (i.e., there is a four-wire to two-wire conversion at the point of termination), echo control (balance-echo return loss/equal level echo path loss) may also be tested.

Additional charges will apply as set forth in 11.6(A)(1) following when: (a) the customer requests a test not set forth above, or (b) the test requested is not essential to the installation of the particular Switched Access ordered.

If acceptance tests are not started within 30 minutes after the scheduled appointment time for such tests, as negotiated between the Telephone Company and the customer, additional charges will apply, as set forth in 11.2(D) and 11.2(G) following, unless the delay is caused by the Telephone Company.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)

5.2.8 Provision of Design Layout Report

The Telephone Company will provide to the customer the makeup of the Switched Transport portion of the Switched Access provided under this tariff to enable the customer to design its overall service. This information will be reissued or updated whenever the makeup of the facilities provided to the customer are materially changed.

5.2.9 Network Management

The Telephone Company will administer its network to ensure the provision of standard traffic grade of service levels to all telecommunications users of the Telephone Company's network services. The Telephone Company maintains the right to apply protective controls such as diversion of overflow traffic to informational announcements or restriction of access to congested traffic areas on any traffic carried over its network in order to assure satisfactory service levels to all customers. These controls include the right to restrict and, if necessary, deny access to and from the point of termination at the CDL.

Outage credit will apply as set forth in 2.4.4, preceding, in cases where all transmission paths are blocked as a result of application of protective controls, except that to the extent that these controls relate to emergency situations, no notice requirement is necessary beyond that already provided for in this tariff.

5.2.10 Design and Routing of Switched Access

The Telephone Company shall work cooperatively with the customer to design and determine the routing of Switched Access including the selection of facilities from the first point of switching to the CDL. Selection of facilities, equipment and routing of the Switched Access is based on standard engineering methods, facilities and equipment available, Telephone Company traffic routing plans and the customer's order for service.

5.2.11 Provision of Switched Access Performance Data

Performance data for Switched Access will be made available to the customer based on Telephone Company established intervals and availability. This data may include, but is not limited to, equipment blockage and failure results, ineffective attempt performance, transmission failures, and other service-related data. Any request for data or format that is not Telephone Company Standard will be handled on an Individual Case Basis with any associated cost to be borne by the customer. Performance data related to customer provided facilities will not be provided.

5.2.12 Transmission Performance

Each Switched Access transmission path is provided with a standard transmission performance. The standard for a particular path is dependent on the Interface Arrangement and whether the Switched Access is routed direct or via an access tandem. In addition, Data Transmission Parameters may be ordered by the customer. The transmission performance parameters are set forth in Section 7000 of the GTE Technical Interface Reference Manual. The transmission performance parameters relate only to the Telephone Company provided portion of the service.

5.2.13 Design Blocking Probability

The Telephone Company will design the facilities used in the provision of Switched Access to meet the blocking probability criteria as follows:

- (A) For FGA or BSA-A no design blocking criteria apply.
- (B) For FGB, FGC, BSA-B, BSA-C and SAC Access Service, the design blocking objective will be one percent (.01) between the CDL and the first point of switching as set forth in reference document GTE Service Corporation Telephone Operations - Traffic Grade of Service Standards. Standard traffic engineering methods will be used by the Telephone Company to determine the number of transmission paths required to achieve this level of blocking.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)

5.2.13 Design Blocking Probability (Cont'd)

(C) For FGD or BSA-D the design blocking objective will be one percent (.01) between the CDL and the end office switch as set forth in reference document GTE Service Corporation Telephone Operations - Traffic Grade of Service Standards. Standard traffic engineering methods will be used by the Telephone Company to determine the number of transmission paths required to achieve this level of blocking.

(D) When FGB, FGC, FGD, BSA-B, BSA-C, BSA-D or SAC Access Service is ordered in trunks, the Telephone Company cannot guarantee these design blocking probabilities. The Telephone Company will perform routine measurement functions, except on FGA, to assure that an adequate number of transmission paths are in service. The Telephone Company will recommend that additional capacity (BHMC or quantities of trunks) be ordered by the customer when additional paths are required to reduce the measured blocking to the designed blocking level. For the capacity ordered, the design blocking objective is assumed to have been met if the routine measurements show that the measured blocking does not exceed the threshold listed in the following tables.

(1) For FGB, FGC, BSA-B and BSA-C transmission paths carrying traffic between a CDL and the first point of switching, or FGD and BSA-D transmission paths, carrying traffic direct between a CDL and an end office, the measured blocking thresholds are as follows:

<u>Number of Transmission Paths Per Trunk Group</u>	<u>Measured Blocking Thresholds in the Daily Busiest Hour for the Number of Measurements Per Trunk Group</u>			
	<u>15-20</u>	<u>11-14</u>	<u>7-10</u>	<u>5-6</u>
	<u>Measurements</u>	<u>Measurements</u>	<u>Measurements</u>	<u>Measurements</u>
2	.070	.080	.090	.140
3	.050	.060	.070	.090
4	.050	.060	.070	.080
5-6	.040	.050	.060	.070
7 or more	.030	.035	.040	.060

(2) For FGD and BSA-D transmission paths carrying traffic between a CDL and an end office via an access tandem, the measured blocking thresholds are as follows:

<u>Number of Transmission Paths Per Trunk Group</u>	<u>Measured Blocking Thresholds in the Daily Busiest Hour for the Number of Measurements Per Trunk Group</u>			
	<u>15-20</u>	<u>11-14</u>	<u>7-10</u>	<u>5-6</u>
	<u>Measurements</u>	<u>Measurements</u>	<u>Measurements</u>	<u>Measurements</u>
2	.045	.055	.060	.095
3	.035	.040	.045	.060
4	.035	.040	.045	.055
5-6	.025	.035	.040	.045
7 or more	.020	.025	.030	.040

5.2.14 Special Facilities Routing

A customer may request that the facilities used to provide Switched Access be specially routed. The regulations, rates and charges for Special Facilities Routing (i.e., Avoidance, Diversity and Cable-Only) are set forth in Section 9 following.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)

5.2.15 Information Surcharge

- (A) The Information Surcharge applies to each Switched Access minute of use and shall be assessed upon all customers that use local switching facilities for the provision of intrastate telecommunications.

The Information Surcharge rate element does not apply to switched access minutes of use that originate or terminate at MTSO's directly interconnected to a Telephone Company access tandem office.

- (B) The Information Surcharge is to recover the costs of the functions associated with the printing of the directory white pages. The surcharge is assessed to a customer based on the total number of access minutes at the rates set forth in 5.5.4 following.

5.2.16 800/877/888 Data Base Query Service

800/877/888 Data Base Query Service, offered in conjunction with 800/877/888 SAC Access Service, performs the 800/877/888 Customer Identification Function, as described in 5.2.5(W) to determine the customer to whom 800/877/888 calls must be routed. For all 1+800/877/888-NXX-XXXX calls originated by an end user, the Telephone Company will perform the customer identification function using a Telephone Company 800/877/888 Data Base to screen the dialed ten digits of the 800/877/888 call to determine the customer selected by the 800/877/888 subscriber to carry that 800/877/888 call. If the 800/877/888 call originates from an end office switch not equipped to provide the customer identification function, the call will be routed to an access tandem switch equipped to provide the customer identification function. Once customer identification has been established through 800/877/888 Data Base Query Service, the 800/877/888 call will be routed to the selected customer for completion.

Basic 800/877/888 Data Base Queries provide instructions to route 1+800/877/888-NXX-XXXX calls on a simple call turn around basis to one particular customer or to different customers based on the LATA in which the 800/877/888 call originates.

Premium 800/877/888 Data Base Queries provide instructions to route 1+800/877/888-NXX-XXXX calls to:

- (A) Different customers based on time of day, day of week, or based on number of calls allocated by 800/877/888 subscriber selected percentages.
- (B) Different terminating locations based on time of day, day of week, or based on number of calls allocated by 800/877/888 subscriber selected percentages.
- (C) Standard seven digit local exchange telephone numbers at the terminating end based on the 800/877/888 subscriber's specific requirements.

The 800/877/888 subscriber is responsible for arranging the entry of the various routing instructions discussed herein into the Number Administration Service Center's (NASC's) Service Management System (SMS).

Rate regulations and charges applicable to 800/877/888 Data Base Query Service appear in 5.5.2(G) and 5.5.3(A).

5.2.17 500 Customer Identification Function

This function provides for screening of the first six digits of all 500-NXX-XXXX type calls generated by end users to determine the customer to which the call is to be routed. This function is provided in conjunction with 500 SAC Access Service and with FGC and FGD.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)

5.2.18 Basic Service Elements

The following Basic Service Elements (BSEs) are chargeable unbundled service options available only with Basic Serving Arrangements. The Telephone Company makes no guarantee that these BSE's will be available in all locations. Rate regulations and charges applicable to BSEs appear in 5.4.6 and 5.5.3.

(A) Alternate Traffic Routing - BSE

This BSE provides the capability of directing originating traffic from an end office (or appropriately equipped access tandem) via a trunk group (the "high usage" group) to a CDL until that group is fully loaded, and then delivering additional originating traffic (the "overflowing" traffic) from the same end office or access tandem to a different trunk group or groups (via one or more intermediate high usage groups) to one or more CDLs until the originating traffic is directed to a final group. The customer shall specify the last trunk CCS desired for the high usage group and each intermediate group.

Alternate Traffic Routing - BSE is provided in suitably equipped end office or access tandem switches and is available with BSA-B, BSA-C, and BSA-D.

(B) Automatic Number Identification (ANI) - BSE

This BSE provides the automatic transmission of a seven or ten digit number and information digit to the CDL for calls originating in the Access Area to identify the calling station. The ANI arrangement will be associated with all individual transmission paths in a trunk group when this arrangement is provided.

These information digits shall only be used for billing and collection, routing, screening, and completion of the originating subscriber's call or transaction or for service directly related to the originating subscriber's call or transaction.

The ANI provided shall not be reused or resold without first notifying the originating telephone subscriber and obtaining affirmative consent of the subscriber for reuse or resale.

Unless the originating subscriber has given consent for the reuse or resale, any information provided shall not be used for any purpose other than:

- performing the services or transactions that are subject of the originating subscriber's call;
- ensuring network performance security, and the effectiveness of call delivery;
- compiling, using and disclosing aggregate information; and,
- complying with applicable laws.

The above restrictions shall not prevent the subscriber to the ANI Arrangement from using information acquired from an ANI Arrangement, such as the telephone number or information derived from analysis of the characteristics of calls received through the ANI Arrangement, to offer a product or service that is directly related to the products or services previously purchased by a customer of the ANI Arrangement subscriber.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)

5.2.18 Basic Service Elements (Cont'd)

(B) Automatic Number Identification (ANI) – BSE (Cont'd)

The seven digit ANI telephone number is available with BSA-B and BSA-C. It will be transmitted on all calls except those identified as a multiparty line or ANI failure. The ten digit ANI telephone number is only available with BSA-D. When BSA-D with SS7 Out of Band Signaling is specified, the customer may order an ANI equivalent by ordering the Charge Number Parameter as described in 5.2.5(AD) at the rates for ANI-BSE as shown in 5.5. The ten digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number. The ten digit ANI telephone number will be transmitted on all calls except those identified as a multiparty line or ANI failure in which case only the NPA will be transmitted (in addition to the information digit described below). The ANI telephone number is the listed telephone number of the end user that originates the call.

With BSA-C, ANI is provided from end offices at which the Telephone Company recording for end user billing is not provided, or where it is not required, as with 800/877/888 Service. It is not provided from end offices for which the Telephone Company needs to forward ANI to its recording equipment.

Where ANI cannot be provided (e.g., on calls from 2, in some instances, 4, and 8 party services) information digits will be provided to the customer. The information digits are used in the following situations:

- (1) Telephone number is the station billing number - no special treatment is required.
- (2) Multiparty line telephone number is a 2, in some instances, 4, or 8 party line and cannot be identified - number must be obtained via an operator or in some other manner.
- (3) ANI failure has occurred in the end office switch which prevents identification of calling telephone number - number must be obtained by operator or in some other manner.
- (4) The configuration of the line requires special screening or handling by the customer, or
- (5) Call is an Automatic Identified Outward Dialed (AIOD) call from end user terminal equipment.

These ANI information digits are available with BSA-B, BSA-C, and BSA-D only. In addition, the following information digits are available with BSA-D only:

- (a) InterLATA Area restricted - telephone number is identified line.
- (b) InterLATA Area restricted - line requires special screening or handling by the customer.

These information digits will be transmitted as agreed to by the customer and the Telephone Company.

(C) User Transfer - BSE

This option, available with BSA-A, provides the ability to temporarily hold an established call, originate another call to a third party, and then redirect the first call to the third party. When a call has been transferred, the original line is cleared to place or receive another call.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)

5.2.18 Basic Service Elements (Cont'd)

(D) Hunt Group Arrangement - BSE

This BSE, available only with BSA-A, provides the ability to sequentially access one of two or more line side connections in the originating direction, when the access code of the line group is dialed. This BSE contemplates one access code (i.e., telephone number) per arrangement. This BSE also provides the ability to sequentially access one of two or more lines in the terminating direction, when the hunting number of the line group is forwarded from the customer to the Telephone Company.

(E) Queuing - BSE

This BSE is available only with BSA-A in conjunction with the Uniform Call Distribution (UCD) BSE and may only be provided in Telephone Company electronic end offices.

When all terminals in a UCD Arrangement are busy, queuing allows for an incoming call to be placed in queue to await an available terminal in the UCD arrangement. When a call is placed in queue, audible ringing is returned to the customer and no further indication is sent until a terminal completes the call. The call that has been in queue the longest will be the first call handled when a terminal becomes available. The maximum number of calls that can be placed in queue is dependent upon the total number of lines in the multiline hunt group. If the incoming call cannot be placed in queue, the calling party will receive a busy tone.

(F) Uniform Call Distribution - BSE

This BSE provides a type of multiline hunting arrangement which evenly distributes calls among the available lines in a hunt group. Where available, this arrangement is provided with originating use for BSA-A and terminating use for Special Access Lines.

(G) Simplified Message Desk Interface (SMDI)

This option provides call-related information for calls utilizing a BSE hunt group arrangement. SMDI provides the capability for delivering the called number, the calling number, and a call forwarding indicator (i.e., call forwarding busy, call forwarding don't answer, or direct call). This information is transmitted to the CDL utilizing a DNAL (Section 5.2.2). In addition, where customer equipment exists, SMDI will allow a customer to activate a message waiting indicator to the called number. The message waiting indicator includes Message Waiting Indication - Audible or Message Waiting Indication - Audible Ring Burst.

The customer shall provide the appropriate Customer Premises Equipment (CPE) to store, display or print the transmitted call status information as well as equipment to activate or deactivate the message waiting indicator. The Telephone Company assumes no liability and will be held harmless for any incompatibility of their CPE to perform satisfactorily with this feature. This BSE, available with BSA-A, is provided from suitably equipped end offices. The customer is responsible for providing a modem at the CDL which interfaces with the Telephone Company equipment at 1200 baud ASCII.

(H) Caller Identification - Number (ICLID) - BSE

This BSE provides the customer with the calling party's directory number at the time the call is received. The calling number is transmitted to the customer during the first silent interval of the ringing cycle. The number is displayed on customer-provided equipment.

Where available, this arrangement is provided as a nonchargeable option with originating BSA-A.

5. SWITCHED ACCESS

5.2 Description of Switched Access (Cont'd)

5.2.18 Basic Service Elements (Cont'd)

(I) Remote Call Forwarding - BSE

Remote Call Forwarding (RCF) is a service that utilizes a seven digit Directory Number (DN) to automatically forward all incoming calls to another DN. The forwarded to number can be in the same central office switch or in another central office switch.

The remote call forwarding directory number is not directly associated with an access connection arrangement, but rather is a software translation programmed within the central office switch. All calls dialed to that directory number will forward to another number automatically. The subscriber to this capability does not have a station set for termination of calls made to their remote call forwarding number. Where available, this arrangement is provided with BSA-A.

(J) Direct Inward Dialing (DID) - BSE

This BSE provides a two or four wire DID trunk side termination with line treatment at the first point of switching that permits the Dial Tone Central Office Switch to deliver all or part of the called number to the customer premises at the time the call is established. Multifrequency (MF), Dual Tone Multifrequency (DTMF) or Dial Pulse address signaling is used by the Telephone Company to deliver only the called telephone number to the customer premises. No other address signaling will be delivered to the customer premises. The type of signaling utilized depends on the Dial Tone Office switching equipment available. If additional address signaling is required by the customer, it must be provided by the customer's end user using inband tone address signals which will not be regenerated by the Telephone Company and will be subject to the ordinary transmission capabilities of the Switched Transport provided.

This BSE is only available with new BSA-A arrangements and only in the originating direction. The customer must order a DID Termination and the first group of 20 DID numbers to be associated with the DID Termination in addition to BSA-A service. Additional groups of 20 DID telephone numbers are available. If the grade of service at the group busy hour of the DID trunk group is less than P.05 for two consecutive months, the customer may be required to subscribe to additional DID Terminations. The DID optional feature is only available as a stand alone BSE or optional feature, no other BSEs or optional features can be used in conjunction with it.

(K) Billed Number Screening (BNS) - BSE

This BSE prevents the billing of incoming collect and third number billed calls to a customer's telephone account.

Where available, this arrangement is provided with BSA-A.

(L) Digital Channel Service

This BSE provides a digital common line connection between the CDL and the local serving wire center. The digital transmission rate available is either DS1 (1.544 Mbps) or DS3 (44.736 Mbps).

Digital Channel Service will be used by the customer to aggregate the customer's telecommunication services onto a digital local loop.

This arrangement is provided on an Individual Case Basis (ICB) with BSA-D.

5. SWITCHED ACCESS

5.3 Obligations of the Customer

5.3.1 On and Off-Hook Supervision

The customer facilities shall provide the necessary on and off-hook supervision.

5.3.2 ASR Requirements

The customer shall order all Switched Access as set forth in Section 4 preceding, and 5.3.2 and 5.3.3 following.

ASRs for Entrance Facilities and Direct-Trunked Transport must specify the customer designated location, type of service (e.g., Voice Grade, DS1 or DS3), the channel interface, and any optional arrangements desired. In addition, ASRs for Direct-Trunked Transport must specify any Hubs involved and the end office, when direct routing to an end office is desired, or the Telephone Company access tandem if direct routing to a Telephone Company access tandem switch for purposes of obtaining Tandem-Switched Transport is desired.

ASRs for Direct-Trunked Transport must also specify the Feature Group or BSA, number of lines or trunks at the end office or Telephone Company access tandem, major traffic types and directionality.

Ordered quantities shall be specified by originating and terminating direction and by traffic type (e.g., MTS/MTS-type or WATS/WATS-type). Where the customer desires to segregate its originating traffic into separate trunk groups by type of traffic, the customer must specify the ordered quantities by trunk group and by traffic type. For example, if a customer desires a separate trunk group to carry its 500, 800, 888 or 900 traffic, the order must specify the trunks or BHMCs associated with 500, 800, 888 or 900 traffic for that trunk group. Customers may order Tandem-Switched Transport by specifying the number of trunks required between the CDL and access tandem switch or BHMCs between the CDL and the end office. The customer shall provide, when it orders BHMC, its projected interstate BHMC between the CDL and each end office in the Access Area by traffic type. The customer shall provide, when it orders lines or trunks, its projected interstate traffic distribution by percent for end end office in the Access Area by traffic type. If the customer fails to provide its traffic distribution, the Telephone Company will use appropriate Telephone Company traffic studies to project distribution by end office. In addition, the customer shall provide, when it orders BHMC, its projected interstate BHMC between the CDL and each end office in the Access Area by traffic type. The customer shall provide, when it orders lines or trunks, its projected interstate traffic distribution by percent for each end office in the Access Area by traffic type. If the customer fails to provide its traffic distribution, the Telephone Company will use appropriate Telephone Company traffic studies to project distribution by end office.

When FGA or BSA-A is ordered the customer shall specify whether or not the terminating traffic is to be restricted to the Access Area as set forth in 5.2.1, 5.2.2, and 5.2.5(C), (D) or (E). If the customer wishes to restrict the traffic, the rates as set forth in 5.5.2(B) may apply, depending upon the optional arrangement selected.

When an End User, with a valid Carrier Identification Code(s) (CIC), initially orders Feature Group B Switched Access Service, where facilities permit, the End User will state in its order, the PIU for each LATA.

When the Alternate Traffic Routing optional arrangement is provided, Percent Traffic Routed (PTR) values must be provided on the ASR as described in 5.4.2(G).

When a customer orders Switched Access for mixed interstate and intrastate usage, the customer shall provide an estimate of the total usage which will be interstate by traffic type.

The customer allocated percentages will be used as a basis of the jurisdictional determination for billing purposes of all charges until a more accurate determination can be provided as set forth in 5.3.3 and 5.4.2(D) following.

5. SWITCHED ACCESS

5.3 Obligations of the Customer (Cont'd)

5.3.3 Jurisdictional Report Requirements

(A) Jurisdictional Reports

(1) Percent Interstate Usage (PIU)

- (a) When the Company receives sufficient call detail to permit it to determine the jurisdiction of some or all originating and terminating access minutes of use, the Company will use that call detail to render bills for those minutes of use and will not use customer reported Percent Interstate Usage (PIU) factors to determine the jurisdiction of those minutes of use.

The Company will apply the PIU factor, either provided by the customer or as set forth in sections (1)(a) or (1)(b), only to minutes of use for which the Company does not have sufficient call detail to determine jurisdiction. The customer-provided PIU factor will be used until the customer provides an updated PIU factor, as set forth in (A)(3) following. No prorating or back billing will be done based on the updated report.

There may be some portion of terminating minutes where it is not possible to know, and therefore to send, the needed originating number information. Access minutes lacking originating information on terminating calls will be set at 7.00 percent (%) (the "floor"), for all switched access customers.

- (1) When the percentage of terminating traffic without sufficient call detail to determine jurisdiction does not exceed the sum of the floor plus a 2.00 percent (%) grace threshold or 9.00 percent (%), the Company will apply the PIU factor, either provided by the customer or as set forth in section (1)(b).
- (2) When the percentage is greater than 9.00 percent (%), the Company will assess rates from this tariff on all minutes exceeding the floor. For example, if 30 percent (%) of a customer's terminating minutes sent to the Company do not contain sufficient originating information to allow the Company to determine the originating location, then the Company would apply the provisions of this tariff to those minutes exceeding the "floor", or 23.00 percent (%) in this example.

The Company may recalculate the overall customer average "floor" quarterly. In addition, subsequent reviews or audits of specific customer usage may result in a new "floor" for that customer.

In the event that the Company applies rates to terminating calls without originating number information as provided in this tariff, customers will have the opportunity to request backup documentation of the Company's basis for such application, and further request that the Company change the application of the intrastate access rate upon a showing of why the intrastate rate should not be applied.

5. SWITCHED ACCESS

5.3 Obligations of the Customer (Cont'd)

5.3.3 Jurisdictional Report Requirements (Cont'd)

(A) Jurisdictional Reports (Cont'd)

(1) Percent Interstate Usage (PIU) (Cont'd)

(b) When the customer initially orders Switched Access Service(s), the customer will state in the order (Access Service Request) a Percent Interstate Usage factor. This factor will be used by the Company as the customer-provided PIU factor until the customer provides updated PIU factors, as required in (A)(3) following. For each service listed below, the customer may provide separate PIU factors, in accordance with (a) and (b) preceding.

- Feature Group A (FGA) Switched Access Service Notes 1, 2
- Feature Group B (FGB) Switched Access Service Notes 1, 2
- Feature Group C (FGC) Switched Access Service Notes 1, 2
- Feature Group D (FGD) Switched Access Service Notes 1, 2
- Basic Serving Arrangement A (BSA-A) Notes 1, 2, 3
- Basic Serving Arrangement B (BSA-B) Notes 1, 2, 3
- Basic Serving Arrangement C (BSA-C) Notes 1, 2, 3
- Basic Serving Arrangement D (BSA-D) Notes 1, 2, 3
- 500 Access Services Notes 1, 2
- 700 Access Services Notes 1, 2
- Toll Free Services Notes 1, 2, 4
- 900 Access Services Notes 1, 2

When a customer submits an order for Switched Access services, the customer must state the PIU factor on a statewide, LATA, billing account number (BAN) or end office level.

When the customer provides PIU factors, the Company will subtract the developed PIU from 100, and the difference is the percent intrastate usage. The sum of the interstate and intrastate percentages will equal 100 percent. The customer may only provide a PIU factor that is a whole number (a number from 0 to 100).

Where the customer provides access services to other carriers, the customer will develop its projected PIU factor based upon a weighted average of the PIUs of its own and of the other carriers' end user traffic, in accordance with the procedures described below.

(c) For purposes of developing the projected interstate percentage for Feature Group C (or BSA-C) and Feature Group D (or BSA-D), the customer shall consider every call, that originates from a calling party in one state and terminates to a called party in a different state, to be interstate communications. The customer shall consider every call that terminates to a called party within the same state as the state where the calling party is located, to be intrastate communications. The manner in which a call is routed through the telecommunications network does not affect the jurisdiction of a call; i.e., a call between two points within the same state is an intrastate call even if it is routed through another state.

Note 1: The PIU factors will apply to all associated elements and services, e.g., Carrier Common Line, End Office Switching and, if applicable, Tandem Switched Transport and Tandem Switching minutes of use.

Note 2: The PIU for Switched Access services must be provided by the customer of record when used in conjunction with Collocation Service as described in Section 15 or when used in conjunction with Tandem Switch Signaling.

Note 3: When determining the jurisdiction of Switched Access traffic provided via a BSA or Basic Service Element (BSE) and the intrastate equivalent of the BSA or BSE is only available on a bundled feature group basis, intrastate usage will be prorated to the bundled intrastate feature group equivalent of the BSA.

Note 4: "Toll Free" service includes any access service which utilizes the following NPAs: 800, 888, 877, 866, 855, 844, 833, and 822 (as they become available to the industry).

5. SWITCHED ACCESS

5.3 Obligations of the Customer (Cont'd)

5.3.3 Jurisdictional Report Requirements (Cont'd)

(A) Jurisdictional Reports (Cont'd)

(1) Percent Interstate Usage (PIU) (Cont'd)

(c) (Cont'd)

For Feature Group A (or BSA-A) and Feature Group B (or BSA-B), pursuant to Federal Communications Commission order FCC 85-145 adopted April 16, 1985, interstate usage is to be developed as though every call, that enters a customer network at a point within the same state as that in which the called station is situated, is an intrastate communication and every call, that enters a customer's network at a point in a state other than that where the called station is situated, is an interstate communication.

(2) Entrance Facilities and Direct-Trunked Transport Facilities

The Company will develop a PIU factor to apply to Entrance Facility and Direct-Trunked Transport rate elements when sufficient call detail exists. The Company will apply the PIU factor provided by the customer as set forth in 5.3.3 (A)(1)(b) only when the Company does not have sufficient data to develop a PIU factor.

A customer may provide a separate PIU factor for each rate element (Entrance Facility, Direct-Trunked Transport) at a Billing Account Number or higher reporting level reflecting the originating and terminating traffic of all Switched Access services that use such facilities. A consolidated PIU factor for all Entrance Facility and Direct-Trunked Transport rate elements may be provided at the option of the customer, if such PIU factor is representative of the actual intrastate use of the service.

(3) Jurisdictional Report Updates

The customer may update the interstate and intrastate jurisdictional reports on a quarterly basis. The reports will be based on the prior three months and will be due within fifteen days after the end of the quarter, beginning with the completion of the first full quarter of service. In the event that the Company does not have sufficient data to rely on actual call detail or to develop a PIU factor, these factors will be applied to activity dated on or after the first day of the next calendar month, which begins at least 15 business days after the day on which the revised report or letter is received.

If the revised factors represent what the Company considers to be a substantial deviation (a deviation of 5 (five) percentage points or more for the preceding twelve calendar months is a substantial deviation) from the customer's previously reported factors and cannot be attributed to seasonal changes or other identifiable reasons, the Company will request a Jurisdictional Report Verification of the factors as set forth in 5.3.3 (C) following.

When the Telephone Company does not have sufficient data to rely on actual call detail or to develop a PIU factor, the revised report or letter will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the customer does not supply an updated quarterly report or letter, the Company will assume the customer-provided PIU factors to be the same as those provided in the last quarterly report or letter accepted by the Company.

For those cases in which a quarterly report or letter has never been received from the customer, the Company will assume the customer-provided PIU factors to be the same as provided in the order for service.

A customer may file jurisdictional reports aggregating usage at a statewide, LATA, billing account number (BAN) or end office level.

5. SWITCHED ACCESS

5.3 Obligations of the Customer (Cont'd)

5.3.3 Jurisdictional Report Requirements (Cont'd)

(B) Maintenance of Customer Records

The customer shall retain, for a minimum of twelve months, call detail records that substantiate the interstate percent provided to the Company (as set forth in (A) preceding) for switched access service. Such records shall consist of (1) and (2) following, if applicable:

- (1) All call detail records (such as work papers and/or backup documentation including paper or any other form of records for billed customer traffic); call information (including call originating and terminating address [i.e., calling, called number], the call duration, all originating and terminating trunk groups or access lines over which the call is routed); and the point at which the call enters the customer's network, and
- (2) If the customer has a mechanized system in place that calculates the PIU factor, then a description of that system and the methodology used to calculate the PIU factor must be furnished as well as any other pertinent information (such as, but not limited to: flowcharts, source code, etc.) relating to such system must also be made available.

(C) Jurisdictional Reports Verification

The Company may request the customer to verify their jurisdictional reports. The customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained. The Company will request the customer to provide the records of call detail and other information (as specified in (B) preceding) that the customer used to determine the percentage of interstate and intrastate use. No more than one verification request will be made per year.

- (1) If the PIU factors filed by the customer cannot be validated by the data provided, and the data provided by the customer is sufficient to calculate a PIU factor different than the customer's reported PIU factor, the Company will use these records to:
 - (a) Revise the customer's PIU factor.
 - (b) Calculate the interstate and intrastate access charges that should have been billed to the customer for the prior period (as specified in (B) preceding), and debit or credit the customer for the difference between the charges that should have been billed with the revised PIU and the charges that were billed.

The customer shall supply the data to the Company within 30 days of the Company request. The Company will request data for the four prior quarters unless a shorter period is requested by the customer and agreed to by the Company.

- (2) If the customer fails to supply data (as specified in (B) preceding) within 45 calendar days of the Company's request, sufficient for the Company to substantiate or determine PIU factors, then:
 - (a) The Company will apply a default PIU factor of 50% to the traffic for which the Company does not have sufficient call detail to determine the jurisdiction of the traffic ("unknown jurisdiction" usage) (i.e., 50% of the unknown jurisdiction usage will be billed under the interstate jurisdiction and 50% of the unknown jurisdiction usage will be billed under the intrastate tariff) in lieu of the PIU factors last submitted by the customer.
 - (b) The Company will apply the default PIU factor to all future access minutes of use with unknown jurisdiction beginning with the first bill date following the 45 calendar day period during which the customer was to submit the records of call detail requested by the Company. The application of the default PIU factor will continue until the customer provides the Company with records of call detail or other data that are sufficient for the Company to substantiate the customer-provided PIU factors.

5. SWITCHED ACCESS

5.3 Obligations of the Customer (Cont'd)

5.3.3 Jurisdictional Report Requirements (Cont'd)

(D) Contested Jurisdictional Reports

If the Company determines that the customer-provided PIUs are inaccurate, after reviewing the data provided by the customer, then the Company will report the results of the analysis to the customer by Certified Mail (return receipt requested). The Company will request that the customer provide updated PIU factors consistent with those contained in the Company's report.

If the Company applies the revised or default PIU factor to the customer's account (as provided in (C) preceding) in lieu of the customer-provided PIU factor, the customer may contest application of the default PIU by providing written notification, by Certified Mail (return receipt requested), to the Company within thirty (30) calendar days from the date the revised or default PIU is applied or from the date that the Company provides notice to the customer of its decision to apply the revised or default PIU. The customer may request that the dispute be resolved by a neutral arbitrator mutually agreed upon by the Company and the customer. Arbitration is an option provided in addition to the customer's existing right to file a complaint or legal action in a court of law or at the Florida Public Service Commission for resolution of the dispute. The arbitration hearing will be conducted in a state or location within the Company operating territory where the customer maintains its principal place of business or at a location within the Company operating territory that is mutually agreed upon by both parties. The arbitration procedures shall be governed by the law (both statutory and case) of the state in which the arbitration hearing is held, including, but not limited to, the Uniform Arbitration Act, as adopted in that state. The arbitrator shall determine the customer's PIU for each category of traffic based on the standards in (A) preceding.

Prior to the arbitration hearing, each party shall notify the arbitrator of the PIU factor(s) which that party believes to be correct. The arbitrator, in deciding, may adopt the PIU percentage of either party or may adopt a PIU different from those proposed by the parties. If the arbitrator adopts a PIU proposed by one of the parties, the other party (whose PIU was not adopted) shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage higher than either of the PIU proposed by the parties, then the party proposing the lower PIU shall pay all costs of the arbitration. If the arbitrator adopts a PIU lower than either of the PIU proposed by the parties, then the party proposing the higher PIU shall pay all costs of the arbitration. If the arbitrator adopts a PIU which falls between the two percentages adopted by the parties, then the parties shall each pay one-half of the arbitration costs.

The PIU factor(s) for each category of traffic determined by the arbitrator will be applied by the Company to all future access minutes of use with unknown jurisdiction from that customer until the customer provides the Company with records of call detail or other data that are sufficient for the Company to substantiate the customer-provided PIU factors.

Absent the customer's written notification, within the timeframe noted above, the customer must comply with the provisions set forth in (B) and (C) preceding. If the customer fails to comply with these provisions, the customer will be in violation of this Tariff and the Company may refuse additional applications for service and/or refuse to complete any and all pending orders for service or may discontinue the provision of the services to the customer as specified in Section 2.1.8 of this tariff.

The Company retains the right to pursue any and all other legal remedies, whether in addition to or in lieu of the above procedures, to recover any under-billed switched access charges associated with incorrect customer-provided PIU factors under the applicable interstate or intrastate tariffs.

5. SWITCHED ACCESS

5.4 Rate and Charge Regulations

5.4.1 Rate Elements

- (A) For the purposes of determining the rates and charges for Switched Access, including SAC Access Service, the following rate elements may apply:

- Entrance Facility
- Direct-Trunked Transport
- Tandem-Switched Transport
- Multiplexing
- Cross Connect Charge
- End Office Switching
- Composite Terminating End Office Charge
- Dedicated Trunk Port
- Shared Trunk Port
- Transitional Intrastate Access Charge

FGB, FGC, FGD, BSA-B, BSA-C, BSA-D and SAC Access Service are also subject to the Network Blocking charge per call as set forth in 5.4.2(C).

5.4.2 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for Switched Access including SAC Access service.

- (A) Types of Rates and Charges

There are two types of rates and charges that apply to Switched Access. These are usage rates and nonrecurring charges. They are described as:

- (1) Usage Rates

Usage rates are rates that apply only when a specific rate element is used. These are applied on a per Access Minute basis.

The Composite Terminating End Office Charge will apply to all terminating access minutes of use.

- (2) Flat Rated

Flat rates apply, on a per month basis, regardless of the amount of rate element usage. Flat rates may be either distance-sensitive or nondistance-sensitive.

Direct-Trunked Transport is flat-rated and, with the exception of Voiceband Transport, is both distance and nondistance-sensitive. Voiceband Transport is distance-sensitive only.

The Entrance Facility is flat-rated and is nondistance-sensitive.

Multiplexing and the Cross Connection charge are both flat-rated elements.

Dedicated Multiplexing, the Cross Connect charge, and Dedicated Trunk Port charge are all flat-rated elements

5. SWITCHED ACCESS

5.4 Rate and Charge Regulations (Cont'd)

5.4.2 Rate Regulations (Cont'd)

(A) Types of Rates and Charges (Cont'd)

(3) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activities in conjunction with providing Switched Access Service or changes to an existing Switched Access Arrangement, Feature Group or Basic Serving Arrangement.

(a) Service Installation Charge

The Service Installation Charge applies to customer requests for installation of Switched Access Entrance Facilities from the CDL to the serving wire center. This charge applies on a per Entrance Facility basis and is dependant upon the type of Entrance Facility ordered (i.e., Voiceband, DS1 or DS3).

(b) Reserve for future use.

(c) Installation of Multiplexing Arrangements

A Nonrecurring Charge applies for the installation of multiplexing arrangements available with Switched Access Service. This charge applies per multiplexing arrangement ordered and is dependent upon the type of multiplexing performed. (DS1 to Voice or DS3 to DS1). This charge also applies whether the multiplexing arrangement is installed coincident with the initial installation or at anytime subsequent to the installation of service.

(d) Installation of DS1 and DS3 Entrance Facilities

(1) DS1 Standard Arrangements

For DS1 Entrance Facilities, a separate nonrecurring charge applies for the first DS1 Entrance Facility ordered and each additional DS1 Entrance Facility between the same CDL and serving wire center. The "First System" charge is assessed per entrance facility for the first DS1 ordered. When the same customer requests additional DS1 service on the same ASR, to be installed at the same time between the same CDL and serving wire center, the "Additional System" charge will apply.

(2) For DS3 Entrance Facilities, the charge for the installation will apply. These charges will apply for each DS3 Entrance Facility ordered on a month-to-month basis.

5. SWITCHED ACCESS

5.4 Rate and Charge Regulations (Cont'd)5.4.2 Rate Regulations (Cont'd)(A) Types of Rates and Charges (Cont'd)(e) Switched Access Installation Charge Waiver

Pursuant to the Federal Communications Commission's (FCC) Order in CC Docket No. 91-213, Transport Rate Structure and Pricing, released October 16, 1992, all nonrecurring charges (NRCs) for service connection are waived when a customer converts trunks from tandem-switched to direct-trunked or from direct-trunked to tandem-switched. NRCs are also waived if a customer orders the discontinuance of overprovisioned trunks, or the conversion of existing Switched Transport circuits from a lower capacity service to a higher capacity service or from a higher capacity service to a lower capacity service. Waiver of these NRCs began on February 1, 1993 and continues through June 30, 1995.

(f) Switched Access Ordering Charge

This charge, applied on a per ASR basis, is associated with the work performed by the Telephone Company in connection with the receiving, recording and processing of service requests. The Switched Access Ordering Charge applies to all requests to establish Entrance Facilities, Direct-Trunked Transport Facilities, and Tandem-Switched Transport Facilities. Where Entrance Facilities and Direct-Trunked and/or Tandem-Switched Transport are ordered on a single ASR, only one Switched Access Ordering Charge applies. This charge is in addition to any Service Installation Charge for Entrance Facility installations.

Switched Access Ordering Charge will apply for a change in FGD or BSA-D switched access and 800/877/888 SAC Access signaling from multifrequency address signaling to SS7 Out of Band Signaling except as specified above.

Switched Access Ordering Charge will not apply if Calling Party Number (CPN) Parameter, Carrier Selection Parameter (CSP), and/or Charge Number (CN) Parameter are ordered at the same time as SS7 Out of Band Signaling is ordered in conjunction with FGD. The Switched Access Ordering Charge will apply if these optional features are ordered subsequent to the provision of SS7 Out of Band Signaling.

Switched Access Ordering Charge applies to customer request to change an end user WATS Access line (i.e., OutWATS) to a different band. This charge does not apply to 800/877/888 (InWATS) service.

The Switched Access Ordering Charge also applies to requests to activate additional trunks or to increase BHMC on existing Switched Transport Facilities and, changes in the type of Feature Group or Direct-Trunked Transport, for any modifications or changes to existing services that are not considered an administrative change as described in 5.4.2(A)(h). This would include activities such as:

- Changes and/or additions to end office services optional arrangements (changes in hunt group or screening arrangements).
- The combination or splitting of FGA or BSA-A hunt groups.
- A move to a new point of termination within the same CDL.
- Changes of a telephone number for FGA or BSA-A or Special Access Lines used with a Switching Interface.

5. SWITCHED ACCESS

5.4 Rate and Charge Regulations (Cont'd)

5.4.2 Rate Regulations (Cont'd)

(A) Types of Rates and Charges (Cont'd)

(g) Switched Access Ordering Charge

- The activation or deactivation of 500 or 900 SAC NXX codes on a per tandem level or end office basis.
- Changes, additions or deletions to OSS OPCs, in conjunction with LIDB Query Service.
- The unblocking or blocking of 0+900 dialing capability on a per tandem level or end office basis.
- The addition of Operator Services to an existing service.
- Changes to or additions of Basic Service Elements (BSEs) associated with an established Basic Serving Arrangement

The Switched Access Ordering Charge will not apply to requests where the customer has existing FGB or BSA-B and/or FGD or BSA-D at a Telephone Company access tandem and the customer wants to add FGB or BSA-B and/or FGD or BSA-D to a subtending end office which is converting to equal access, and the request does not involve physical changes, additions or deletions to the existing facilities.

(h) Service Rearrangements

Service rearrangements are changes to existing (installed) services which may be administrative only in nature or involve an actual physical change in service.

Changes in the type of Entrance Facility will be treated as a discontinuance of one type of service and a start of another. The Service Installation Charge shall apply to the new Entrance Facility installation.

Changes in the physical location of the point of termination are treated as moves which are described and charged for as in 5.5.2(A)(I).

Changes in name or ownership or transfer of responsibility from one customer to another requires the discontinuance of service and the start of a new service when an interruption or relocation of service is involved. The Switched Access Ordering Charge and Service Installation Charge, if appropriate, and any appropriate Minimum Period Charges will apply per service change.

Administrative changes will be made without charge to the customer. Administrative changes are as follows:

- Change in name or ownership or transfer of responsibility from one customer to another, provided there is no interruption of use or relocation of Switched Access service.
- Change of customer or customer's end user premise address when the change of address is not a result of a physical relocation of equipment,
- Change in billing data (name, address or contact name or telephone number),
- Change in customer circuit identification,
- Change of billing account number,
- Change of customer testline number,
- Change of customer or customer's end user contact name or telephone number, and
- Change of agency authorization.

5. SWITCHED ACCESS

5.4 Rate and Charge Regulations (Cont'd)

5.4.2 Rate Regulations (Cont'd)

(A) Types of Rates and Charges (Cont'd)

(i) Design Change Charge

A design change is any change to a pending ASR or a change to an existing service which requires engineering review. Design changes may include the addition or deletion of End Office Services Optional Arrangements or changes in the signaling arrangements associated with the Entrance Facilities as described in 5.2.3(B). Design changes do not include a change of Switched Access Entrance Facilities or facility type, IC CDL, end user premises, end office switch, or Feature Group type or Basic Serving Arrangement type. Changes of this nature will require the issuance of a new ASR and the cancellation of the original ASR with the appropriate cancellation charges applied.

The Telephone Company will review the requested change, notify the customer whether the change can be accommodated and if a new service date is required. If the customer authorizes the Telephone Company to proceed with the design change, a Design Change Charge will apply.

The Design Change Charge for Switched Access Service as set forth in Section 5.6.1(C) will apply on a per ASR per occurrence basis for each request requiring a design change.

The Design Change Charge is in addition to any Switched Access Installation or Ordering charges associated with the change requested.

If a change of service date is required, the Service Date Change Charge as set forth in 4.2.2(A) will also apply.

(j) Installation Charge for FGA or BSA-A Optional Call Blocking Arrangements

This charge applies per FGA or BSA-A line equipped with either of the optional call blocking arrangements set forth in Section 5.2.5(D) and (E); InterLATA Call Denial on Line or Hunt Group or Call Denial on Line or Hunt Group outside the Access Area. This charge applies in addition to applicable Switched Access Ordering Charges.

(k) Change of Switched Access Type

Changes from one type of Switched Access to another including the change from Feature Group to Basic Serving Arrangement or the change from Basic Serving Arrangement to Feature Group will be treated as a discontinuance of one type of FIA and start of another. The Switched Access Installation and Ordering Charges will apply, with the following exception:

- (1) When a customer upgrades a FGA, FGB, or FGC to a FGD at the same first point of switching, the charge will not apply. If however, optional features are added to the service at the time the conversion takes place, the Ordering Charge for these additions will apply.
- (2) When a customer upgrades a BSA-A, BSA-B, or BSA-C to a BSA-D at the same first point of switching, the charge will not apply. If however, a BSE(s) are added to the service at the time the conversion takes place, the Switched Access Service Ordering Charge for these additions will apply.

5. SWITCHED ACCESS

5.4 Rate and Charge Regulations (Cont'd)

5.4.2 Rate Regulations (Cont'd)

(A) Types of Rates and Charges (Cont'd)

(k) Change of Switched Access Type (Cont'd)

- (3) When a customer orders the conversion of FGA to BSA-A, FGB to BSA-B, FGC to BSA-C, or the conversion of FGD to BSA-D at the same first point of switching and without the addition of BSEs not comparable to any optional arrangements already included with the feature group to be converted, the Switched Access Ordering Charge will not apply for a period of 180 days from the effective date of this Tariff.

(l) Moves

A move involves a change in the physical location of the point of termination of Switched Access. A move normally involves an interruption of Switched Access for the period required to complete the move. The charge for the move depends on whether the move is within the same CDL or to a different CDL.

(1) Same CDL

When the move is to a new point within the same CDL (same address and/or same building), the Switched Access Ordering Charge in 5.5.1(B) will apply. There will be no change in the minimum period requirements.

(2) A Different CDL

When the move is to a different CDL or to an EIS as described in Section 14, it will be treated as a disconnect and an installation of Switched Access. The Switched Access Installation and Ordering charges, as specified in 5.5.1(B) will apply to the Switched Access, installed at the CDL. A new minimum period will also be established for the installed Switched Access. The customer will remain responsible for all remaining minimum period charges associated with the disconnected Switched Access.

(B) 800/877/888 Data Base Query Service

Query usage charges for 800/877/888 Data Base Query Service shown in 5.5.3(A) apply as follows:

- (1) A Basic 800/877/888 Data Base Query charge will apply for each basic 800/877/888 call query received at the Telephone Company's 800/877/888 data base. Per query charges are accumulated over a monthly period and billed to the customer on a monthly basis.
- (2) A Premium 800/877/888 Data Base Query charge will apply for each premium 800/877/888 call query received at the Telephone Company's 800/877/888 data base. Per query charges are accumulated over a monthly period and billed to the customer on a monthly basis.

5. SWITCHED ACCESS

5.4 Rate and Charge Regulations (Cont'd)

5.4.2 Rate Regulations (Cont'd)

(C) Network Blocking Charge for Tandem Switched FGB, FGC, FGD, BSA-B, BSA-C, BSA-D and SAC Access Service

The customer will be notified by the Telephone Company to increase its BHMC capacity when excessive trunk group blocking occurs on groups carrying FGB, FGC, FGD, BSA-B, BSA-C, BSA-D or SAC Access Service traffic and the measured Access Minutes for the Daily Busiest Hour exceed the capacity purchased. Excessive trunk group blocking occurs when the blocking thresholds stated below are exceeded. They are predicated on Daily Busiest Hour measurements for four contiguous weeks using the five highest traffic days of the week, excluding national holidays. The Telephone Company will not bill the customer a Network Blocking Charge if additional capacity is available and the ASR for additional capacity is received by the Telephone Company within 15 days of the notification. The Telephone Company will bill the customer a Network Blocking Charge if additional capacity is unavailable for the period beginning 15 days after the notification date until the in-service date for additional capacity, at the rate set forth in 5.5.1(C), for each overflow in excess of the blocking threshold when (1) the Daily Busiest Hour average blocking for the four contiguous weeks exceeds the threshold level and (2) the average originating or two-way usage measured for these same hours exceeds the Switched Access capacity purchased.

Blocking Thresholds

<u>Trunks in Service</u>	<u>1%</u>	<u>1/2%</u>
1-2	.070	.045
3-4	.050	.035
5-6	.040	.025
7 or more	.030	.020

The one percent blocking threshold is for FGB, FGC, BSA-B, BSA-C and SAC Access Service transmission paths carrying traffic between a CDL and the first point of switching, or FGD or BSA-D transmission paths carrying traffic direct between a CDL and an end office. The one-half percent blocking threshold is for FGD or BSA-D transmission paths carrying traffic between a CDL and an end office via an access tandem.

(D) Determination of Intrastate Charges for Mixed Interstate and Intrastate Switched Access

When mixed interstate and intrastate Switched Access Service is provided, all charges, except for the Cross Connect element for EIS, will be prorated based on the jurisdictional distribution of access minutes as set forth in 5.3.2 and 5.3.3 preceding. The portion of a Switched Access Service to be charged as intrastate is determined in the following manner.

For usage rated elements, multiply the percent intrastate use times the total usage, either measured or assumed, rounded to whole access minutes times the appropriate tariff rate element.

For monthly and nonrecurring rate elements, except for the Cross Connect elements for EIS, multiply the percent interstate use times the quantity of each chargeable element times the stated tariff rate per element.

The jurisdiction of the Switched Access Cross Connect element will be determined in the same manner as the jurisdiction for Dedicated Access services as described in Section 6.1.6.

(E) Local Dial-It Services

Customers will be billed charges for terminating Switched Access calls to certain community information services, for which rates are applicable under the Telephone Company General and/or Local Tariffs (e.g., 976 Dial-It Network Services).

5. SWITCHED ACCESS

5.4 Rate and Charge Regulations (Cont'd)

5.4.2 Rate Regulations (Cont'd)

(F) Directory Assistance

Terminating Switched Access calls dialed to Directory Assistance will be rated per call as set forth in Section 8.

(G) Description and Application of Rates

(1) Dedicated Trunk Port Charge

The Dedicated Trunk Port charge shall apply for termination of a dedicated trunk at the access tandem or an end office. It is flat-rated and is assessed per voicegrade or DS1 channel terminating at an end office or access tandem.

(2) Switched Transport

Switched Transport is determined as follows:

- (a) The Tandem-Switched Transport - Facility rate is applied per access minute per airline mile for each Switched Access Feature Group or Basic Serving Arrangement type.

Tandem Switched Transport mileage will be measured from the access tandem to the end office or host office.

When the end office is acting as a host office, a separate mileage calculation determines the mileage from the host office to the remote office. Traffic originating from and/or terminating to the remote will be billed Tandem-Switched Transport charges. The Tandem Switching charge does not apply to traffic between a host and remote office.

The V&H coordinate method is used to determine the actual mileage as set forth in NECA, Inc.'s Tariff FCC No. 4. If the calculated miles include a fraction, the value is rounded up to the next full mile.

- (b) The Tandem-Switched Transport - Termination rate applies per access minute for each termination (i.e., the first point of switching and the end office serving the end user and the host and remote end office) for all Switched Access Feature Group or Basic Serving Arrangements types. When both terminations are provided by the Telephone Company, the Tandem-Switched Transport - Termination rate applies twice, including those situations when the terminations are co-located.

When both terminations are provided by the Telephone Company and traffic originates from or terminates to a remote office, the Tandem-Switched Transport - Termination rate applies four times (i.e., for each termination from the serving wire center to the host and for each termination from the host to the remote office).

The Tandem-Switched Transport-Termination rate applies to switched access minutes of use that originate/terminate at a MTSO directly interconnected to a Telephone Company access tandem or end office.

5. SWITCHED ACCESS

5.4 Rate and Charge Regulations (Cont'd)

5.4.2 Rate Regulations (Cont'd)

(G) Description and Application of Rates (Cont'd)

(2) Switched Transport (Cont'd)

- (c) For FGA or BSA-A, the Entrance Facility charge shall apply between the CDL and the serving wire center of the CDL. If the serving wire center is not the dial tone office, Direct-Trunked Transport shall apply between the serving wire center and the dial tone office. Tandem-Switched Transport (Facility and Termination) rates, excluding the Tandem Switching charge, shall apply between the dial tone office and the end office for FGA or BSA-A traffic that originates and/or terminates within the FGA or BSA-A Access Area.
- (d) The Direct-Trunked Transport rate is applied on a monthly airline mile and termination basis, except that Direct-Trunked Voiceband Transport is applied on a monthly airline mile basis only.

To determine the Direct-Trunked Transport airline mileage, the distance will be measured from the wire center that normally serves the CDL to the access tandem, end office, WSO (for WATS and WATS-type), or the end office that serves as the host for a remote office. The V&H coordinate method is used to determine the actual mileage as set forth in NECA Inc.'s Tariff FCC No. 4. If the calculated miles include a fraction, the value is rounded up to the next full mile.

For traffic originating from or terminating to a remote office, the mileage will be calculated separately from the end office switch that serves as the host to the remote using the V&H coordinates method. The Direct-Trunked Transport Rate applies from the customer's serving wire center to the end office that serves as the host office. Traffic originating from and/or terminating to the remote will be billed Tandem-Switched Transport charges based on mileage between the host and remote office. The Tandem Switching Charge is applicable for each termination between the host and remote office. The Tandem Switching Charge is not applicable for Tandem-Switched Transport between the end office that serves as the host to the remote office.

When Telephone Company Hubs are involved, mileage is computed and rates applied separately for each section of the Direct-Trunked Transport, i.e., customer serving wire center to Hub, Hub to Hub, Hub to Tandem or Hub to end office.

Where Direct-Trunked Transport includes termination rates, i.e., High Capacity DS1 and DS3 transport, one Termination rate applies for the termination of each end of the interoffice facility.

- (e) The Entrance Facility rate is flat-rated charge assessed per Voiceband, DS1 or DS3 termination at the CDL and may be either distance-sensitive or nondistance-sensitive. This charge will apply even if the CDL and the serving wire center are co-located in a Telephone Company building.

For DS1 Entrance Facilities, a "First System" charge is assessed per Entrance Facility for the first DS1 ordered. When the same customer requests additional DS1 service on the same ASR to be installed at the same time between the same CDL and serving wire center, the "Additional

5. SWITCHED ACCESS

5.4 Rate and Charge Regulations (Cont'd)

5.4.2 Rate Regulations (Cont'd)

(G) Description and Application of Rates (Cont'd)

(2) Switched Transport (Cont'd)

- (f) The Tandem Switching rate is usage-sensitive and is applied per access minute to all feature groups for Tandem-Switched Transport with two exceptions. The Tandem-Switching Rate is not applicable for Tandem-Switched Transport between a host office and a remote office, nor is it applicable for FGA or BSA-A.

- (g) When the Alternate Traffic Routing optional arrangement is provided in conjunction with Feature Groups B and D or BSA-B and BSA-D and the end office or access tandem switch is unable to determine the specific trunk group carrying alternate routed traffic to multiple CDLs, switched transport access minutes will be apportioned among the number of trunk groups utilized to provide this optional arrangement. Such apportionment will occur through the application of Percent Traffic Routed (PTR) values provided by the customer on the ASR. The PTR value for each trunk group, the percentage of total traffic to be attributed to each trunk group, will be determined by dividing the BHMC for each trunk group by the total BHMC for all trunk groups carrying alternate routed traffic. The resulting percentage, or PTR value, for each trunk group will be multiplied times the total alternate routed traffic quantity to apportion usage to the individual trunk group. This apportionment will serve as the basis for the switched transport mileage calculation for alternate routed originating traffic as described herein.

When Feature Group B or D or BSA-B or BSA-D Switched Access service is terminated from multiple CDLs through an access tandem or is terminated from multiple CDLs directly to an end office and the end office or access tandem switch is unable to determine the specific trunk group carrying such terminating traffic, switched transport access minutes will be apportioned among the number of trunk groups carrying such terminating traffic. Such apportionment will occur through the application of PTR values provided by the customer on the ASR. The PTR value for each trunk group will be determined by dividing the BHMC for each trunk group by the total BHMC for all trunk groups carrying such terminating traffic. The resulting PTR value for each trunk group will be multiplied times the total terminating traffic quantity to apportion usage to the individual trunk group. This apportionment will serve as the basis for the switched transport mileage calculation for traffic terminating from multiple CDLs as described herein.

The PTR values as described herein must be included on any ASR establishing or changing any Switched Access service arrangement requiring the use of PTRs. The notation of such PTR values on ASRs must indicate whether the PTR will be used to apportion alternate routed originating traffic to multiple CDLs or to apportion traffic terminating from multiple CDLs. The Telephone Company may conduct verification audits, not to exceed one each year, for each customer, and for each location. Such audits may be conducted by independent auditors if the Telephone Company and the customer, or the customer alone, is willing to pay the expense.

5. SWITCHED ACCESS

5.4 Rate and Charge Regulations (Cont'd)

5.4.2 Rate Regulations (Cont'd)

(G) Description and Application of Rates (Cont'd)

(3) Shared Trunk Port Charge

The Shared Trunk Port provides for the termination of a Tandem-Switched Trunk at an end office. The Shared Trunk Port is usage rated and shall be assessed to all access minutes which utilize Tandem-Switched Transport. This includes minutes of use associated with FGA service when traffic is terminated in an end office that is not the dial tone office and on minutes of use provided at a remote office.

The Shared Trunk Port charge will not apply to access minutes that originate or terminate at the end office part of a Class 4/5 switch.

The Shared Trunk Port charge does not apply to switched access minutes of use that originate or terminate at MTSOs directly interconnected to a Telephone Company access tandem.

When the Tandem-Switched Transport is provided by more than one telephone company, the Shared Trunk Port charge shall be billed by the Telephone Company in whose territory the end office is located.

(4) Transitional Intrastate Access Charge

A Transitional Per-Minute Charge will apply from July 1, 2012 through June 30, 2013 to all Transitional Intrastate Access Service end-office switching minutes, as defined in 47 C.F.R. 51.903(j). The charge will be calculated as set forth in 47 C.F.R. §51.907(b)(2)(v). The charge will be eliminated July 1, 2013.

(5) End Office Switching

End Office Switching is available on a bundled or unbundled basis. End Office Switching - Bundled (EOSB) rates apply to Switched Access services provided as Feature Groups. End Office Switching - Unbundled (EOSU) rates apply to Switched Access services provided as Basic Serving Arrangements.

(6) Composite Terminating End Office Charge

The Composite Terminating End Office Charge will apply to all terminating access minutes of use.

(7) NXX Translation Nonrecurring Charge

The NXX Translation Nonrecurring Charge, as set forth in 5.5.1(E), shall apply to each 500 NXX code activated or deactivated in a Telephone Company switch capable of performing the customer identification function for 500 SAC Access Service. The total nonrecurring charge per customer order shall be determined by multiplying the number of switches in which the Telephone Company must activate or deactivate the NXX code within the serving area specified by the customer's order times the appropriate nonrecurring charge. Separate nonrecurring charges apply to the activation or deactivation of the first NXX code contained on the customer's ASR and to the activation or deactivation of each additional NXX code contained on the same ASR. In addition, the Switched Access Ordering Charge, as set forth in 5.6.1(A) will apply per ASR submitted for the activation or deactivation of NXX codes.

5. SWITCHED ACCESS

5.4 Rate and Charge Regulations (Cont'd)

5.4.2 Rate Regulations (Cont'd)

(H) Measuring Access Minutes

Customer traffic to end offices will be measured (i.e., recorded or assumed) by the Telephone Company at end office switches or access tandem switches. Originating and terminating calls will be measured (i.e., recorded and assumed) by the Telephone Company to determine the basis for computing chargeable access minutes. For terminating calls over FGA, FGB, FGC, BSA-A, BSA-B, BSA-C (to SAC Access and Directory Assistance Service) and FGD and BSA-D, the measured access minutes are the chargeable access minutes. For originating calls over FGA, FGB, BSA-A and BSA-B the measured access minutes are the chargeable access minutes.

For originating calls over FGC and BSA-C, chargeable access minutes are derived from measured access minutes through the use of a Telephone Company factor. A description of the factor is set forth in (4) following.

FGA or BSA-A access minutes, or fraction thereof, are accumulated over the billing period for each line or hunt group and are then rounded up to the nearest access minute for each line or hunt group. FGB, FGC, FGD, BSA-B, BSA-C and BSA-D access minutes or fractions thereof, are accumulated over the billing period for each office, and are then rounded up to the nearest access minute for each end office. The exact value of the fraction is a function of the switch technology where the measurement is made.

(1) FGA and BSA-A Usage Measurement

For originating calls over FGA or BSA-A, usage measurement begins when the FGA or BSA-A first point of switching receives an off-hook supervisory signal forwarded from the CDL. Where FGA or BSA-A is used for MTS/WATS-type services, this off-hook signal is generally provided by the customer's equipment. Where FGA or BSA-A is used for FCO/ONAL-type services, the off-hook signal is generally forwarded by the customer's equipment when the called party answers.

The measurement of originating call usage over FGA or BSA-A ends when the FGA or BSA-A first point of switching receives an on-hook supervisory signal from either the end office switch, indicating the originating end user has disconnected, or the CDL, whichever is recognized first by the first point of switching.

For terminating calls over FGA or BSA-A, usage measurement begins when the FGA or BSA-A first point of switching receives an off-hook supervisory signal from the end office switch, indicating the terminating end user has answered. The measurement of terminating call usage over FGA or BSA-A ends when the terminating FGA or BSA-A first point of switching receives an on-hook supervisory signal from either the end office switch, indicating the terminating end user has disconnected, or the CDL, whichever is recognized first by the first point of switching.

(2) FGB and BSA-B Usage Measurement

For originating calls over FGB or BSA-B, usage measurement begins when the FGB or BSA-B first point of switching receives the first acknowledgement from the CDL, indicating the customer's equipment has answered.

The measurement of originating call usage over FGB or BSA-B ends when the FGB or BSA-B first point of switching receives disconnect supervision from either the end office switch, indicating the originating end user has disconnected, or the CDL, whichever is recognized first by the first point of switching.

For terminating calls over FGB or BSA-B, usage measurement begins when the FGB or BSA-B first point of switching receives answer supervision from the end office switch, indicating the terminating end user has answered.

5. SWITCHED ACCESS

5.4 Rate and Charge Regulations (Cont'd)

5.4.2 Rate Regulations (Cont'd)

(H) Measuring Access Minutes (Cont'd)

(2) FGB and BSA-B Usage Measurement (Cont'd)

The measurement of terminating call usage over FGB or BSA-B ends when the FGB or BSA-B first point of switching receives disconnect supervision from either the end office switch, indicating the terminating end user has disconnected, or the CDL, whichever is recognized first by the first point of switching.

(3) FGC and BSA-C Usage Measurement

For originating calls over FGC or BSA-C, usage measurement begins when the originating FGC or BSA-C first point of switching receives answer supervision from the CDL, indicating the called party has answered. However, for billing purposes usage begins at the time that the originating end user's call is delivered by the Telephone Company, and acknowledged as received by the customer's facilities connected with the originating central office.

For originating calls over FGC or BSA-C, measured access minutes are converted into chargeable access minutes using the following equation and factor:

Originating Minutes = Conversation minutes + (factor x quantity of completed calls).

Factor = non-conversation minutes per completed call + [(non-conversation minutes per non-completed call) x (1 - completion ratio) divided by completion ratio].

The measurement of originating call usage over FGC or BSA-C ends when the FGC or BSA-C first point of switching receives disconnect supervision from either the end office switch, indicating the originating end user has disconnected, or the CDL, whichever is recognized first by the first point of switching.

For terminating calls over FGC or BSA-C to services other than SAC Access or Directory Assistance, terminating FGC or BSA-C usage is not directly measured at the first point of switching, but is derived from originating usage, excluding usage from calls to SAC Access or Directory Assistance Services.

Terminating call usage over FGC or BSA-C, other than SAC Access and Directory Assistance, is derived from originating usage as follows:

Terminating Minutes = Originating conversation minutes x In/Out ratio.

In/Out Ratio = Relationship between originating (i.e. Out) and terminating (i.e. In) conversation minutes.

For terminating calls over FGC or BSA-C to SAC Access or Directory Assistance Service, usage measurement begins when the FGC or BSA-C first point of switching receives answer supervision from the end office switch, indicating the terminating SAC Access Service end user has answered, or from the Directory Assistance Service location, indicating the Directory Assistance operator has answered.

The measurement of terminating call usage over FGC or BSA-C to SAC Access or Directory Assistance Services ends when the FGC or BSA-C first point of switching receives an on-hook supervisory signal from the end office switch, indicating the terminating SAC Access Service end user has disconnected, or from the Directory Assistance location, indicating the Directory Assistance operator has disconnected, or from the CDL, whichever occurs first.

5. SWITCHED ACCESS

5.4 Rate and Charge Regulations (Cont'd)

5.4.2 Rate Regulations (Cont'd)

(H) Measuring Access Minutes (Cont'd)

(4) FGD and BSA-D Usage Measurement

For originating calls over FGD or BSA-D with multifrequency (MF) signaling, usage measurement begins when the FGD or BSA-D first point of switching receives the first wink supervisory signal forwarded from the CDL.

For originating calls over FGD or BSA-D with SS7 Out of Band Signaling, usage measurement for direct trunks begins when the FGD or BSA-D first point of switching sends an Initial Address Message. Usage measurement for tandem trunks begins when the FGD or BSA-D first point of switching receives an Exit Message.

The measurement of originating call usage over FGD or BSA-D with MF signaling ends when the FGD or BSA-D first point of switching receives disconnect supervision from either the end office switch, indicating the originating end user has disconnected, or the CDL, whichever is recognized first by the first point of switching.

The measurement of originating call usage over FGD or BSA-D with SS7 Out of Band Signaling ends when a Release Message is sent or received by the originating end user's end office, whichever occurs first.

For terminating calls over FGD or BSA-D with MF or SS7 Out of Band Signaling, usage measurement begins when the FGD or BSA-D first point of switching receives answer supervision from the end office switch, indicating the terminating end user has answered.

The measurement of terminating call usage over FGD or BSA-D with MF signaling ends when the FGD or BSA-D first point of switching receives disconnect supervision from either the end office switch, indicating the terminating end user has disconnected, or the CDL, whichever is recognized first by the first point of switching.

The measurement of terminating call usage over FGD or BSA-D with SS7 Out of Band Signaling ends when the FGD or BSA-D first point of switching receives or sends a Release Message, whichever occurs first.

(5) SAC Access Service Usage Measurement

SAC Access Service usage measurement shall be measured in the same manner in which FGD or BSA-D access minutes are measured.

(I) FGD and BSA-D Switched Access Service with 950-XXXX

When a customer orders FGD or BSA-D Switched Access Service with 950-XXXX Access, as described in 5.2.5(T), to be included with the installation of new FGD or BSA-D switched access facilities, appropriate Switched Access Installation Charges and Switched Access Ordering Charges will apply for the installation of the new FGD or BSA-D switched access facilities.

When a customer orders FGD or BSA-D Switched Access Service with 950-XXXX Access to be added to an existing FGD or BSA-D switched access service, only the Switched Access Ordering Charge and the Design Change Charge will apply for the addition of this optional end office service arrangement.

5. SWITCHED ACCESS

5.4 Rate and Charge Regulations (Cont'd)

5.4.3 Switched Access Cross Connect

The Switched Access Cross Connect charge provides the communications path between Telephone Company provided Switched Access Services and a customer's transmission equipment and facilities where the customer is provided EIS as defined in Section 14. The Cross Connect arrangement may connect directly to Telephone Company provided Switched Access Services at a DS0, DS1 or DS3 interface or to a Telephone Company provided DS1 and DS3 multiplexing arrangement. The Cross Connect charge applies per DS0, DS1 or DS3 connection. Rates for DS0,, DS1 or DS3 Cross Connect arrangements are listed in 5.5.7.

5.4.4 Switched Access Zone Density Rate Plan

(A) Description of the Plan

- (1) The Zone Density Rate Plan is methodology used for rating Switched Access Transport services. The Zone Density Plan assigns each Telephone Company wire center or Telephone Company access tandem into rate zones. Rate zone assignments are established based upon the traffic density of each wire center and are divided into three categories. Rate Zone 1 wire centers have the highest density of service; Rate Zone 2 wire centers have a medium density of service; and Rate Zone 3 wire centers have the lowest density of services.

The Zone Density Rate Plan applies to the following Switched Access Services:

- Entrance Facility
- Direct-Trunked Transport Facility
- Direct-Trunked Transport Termination
- Tandem-Switched Transport Facility
- Tandem-Switched Transport Termination
- Tandem Switching
- DS1 to Voice Multiplexing Arrangement
- DS3 to DS1 Multiplexing Arrangement

- (a) The Entrance Facility is rated according to the zone of the serving wire center of the CDL.
- (b) Distance Sensitive Transport charges:
- When the distance is measured between wire centers within the same rate zone, the distance sensitive transport will be rated according to the zone of the serving wire center of the CDL and the end office.
 - When the distance is measured between wire centers in two different zones, the distance sensitive transport will be rated at the higher zone rate.
- (c) Transport Terminations will be rated according to the zone of the end office and the zone of the SWC of the CDL (or other rating point). Each termination is separately rated based on the zone of the terminating location.
- (d) Multiplexing arrangements will be rated according to the zone of the Hub Wire Center.

- (2) The Zone Density Rate Plan is not applicable to End Office Switching, Carrier Common Line, and Nonrecurring Charges.

5. SWITCHED ACCESS

5.4 Rate and Charge Regulations (Cont'd)

5.4.4 Switched Access Zone Density Rate Plan (Cont'd)

(B) Rate Zone Assignments

The following Wire Centers are in Rate Zone 1:

<u>CLLI-CODE</u>	<u>CLLI-CODE</u>	<u>CENTRAL OFFICE NAME</u>	<u>CENTRAL OFFICE NAME</u>
BHPKFLXA	SRSTFLXA	BEACH PARK	SARASOTA-MAIN
BRNDFLXA	SSDSFLXA	BRANDON	SARASOTA SOUTHSIDE
CRWDFLXA	STGRFLXA	CARROLLWOOD	ST. GEORGE
CLWRFLXA	SPBGFLXA	CLEARWATER-MAIN	ST. PETERSBURG MAIN
CNSDFLXA	SLSPFLXA	COUNTRYSIDE	SULPHUR SPRINGS
DNDNFLXA	SWTHFLXA	DUNEDIN	SWEETWATER
FHSDFLXA	TAMPFLXX	FEATHERSOUND	TAMPA-MAIN
GNDYFLXA	TAMPFLXE	GANDY	TAMPA-EAST
LKLDLFLXA	TAMPFLXA	LAKELAND MAIN	TAMPA-TANDEM
LRGOFLLXA	TMTRFLXA	LARGO	TEMPLE TERRACE
LLMNFLXA	UNVRFLXA	LEALMAN	UNIVERSITY
NPRCFLXA	WLCRFLXA	NEW PORT RICHEY MAIN	WALLCRAFT
NGBHFLXA	WSSDFLXA	NORTHGULF BEACH	TAMPA WESTSIDE
PNLSFLXA	YBCTFLXA	PINELLAS	YBOR

The following Wire Centers are in Rate Zone 2:

<u>CLLI-CODE</u>	<u>CENTRAL OFFICE NAME</u>
BRBAFLXA	BAY
BAYUFLXA	BAYOU
BRTNFLXX	BRADENTON MAIN
ENWDFLXA	ENGLEWOOD MAIN
HGLDFLXA	HIGHLANDS
HDSNFLXA	HUDSON-MAIN
HYPKFLXA	HYDE PARK
INRKFLXX	INDIAN ROCKS
LKLDLFLXE	LAKELAND EAST
NRSDFLXA	NORTHSIDE
PLSLFLXA	PALMA SOLA
PSDNFLXA	PASADENA
PTCYFLXA	PLANT CITY-MAIN
SPRGFLXA	SARASOTA SPRINGS
SKWYFLXA	SKYWAY
SPBGFLXS	ST. PETERSBURG-SOUTH
TRSPFLXA	TARPON SPRINGS-MAIN
VENCFLXA	VENICE-MAIN
WNHNFLXC	WINTER HAVEN MAIN

5. SWITCHED ACCESS

5.4 Rate and Charge Regulations (Cont'd)

5.4.4 Switched Access Zone Density Rate Plan (Cont'd)

(B) Rate Zone Assignments (Cont'd)

The following Wire Centers are in Rate Zone 3:

<u>CLLI-CODE</u>	<u>CENTRAL OFFICE NAME</u>
ALFAFLXA	ALAFIA
ALTRFLXA	ALTURAS
ANMRFLXA	ANNA MARIA
ABDLFLXA	AUBURNDALE
BBPKFLXA	BABSON PARK
BARTFLXA	BARTOW MAIN
BYSHFLXA	BAYSHORE
BRJTFLXA	BRADLEY
CYGRFLXA	CYPRESS GARDENS
DUNDFLXA	DUNDEE
FRSTFLXA	FROSTPROOF MAIN
HNCYFLXN	HAINES CITY NORTH
HNCYFLXA	HAINES CITY MAIN
INLKFLXA	INDIAN LAKE MAIN
KYSTFLXA	KEYSTONE
LKALFLXA	LAKE ALFRED
LKWFLXE	LAKE WALES EAST
LKWFLXA	LAKE WALES MAIN
LKLDFLXN	LAKELAND NORTH
LNLKFLXA	LAND O'LAKES
LGBKFLXA	LONGBOAT KEY
LUTZFLXA	LUTZ
MNLKFLXA	MOON LAKE
MLBYFLXA	MULBERRY MAIN
MYCYFLXA	MYAKKA-MAIN
NRPTFLXA	NORTH PORT MAIN
OLDSFLXA	OLDSMAR
OSPRFLXA	OSPREY
PLMTFLXA	PALMETTO MAIN
PRSHFLXA	PARRISH
PNCRFLXA	PINECREST
POINFLXA	POINCIANA
PKCYFLXA	POLK CITY MAIN
RSKNFLXA	RUSKIN
SMNLFLXA	SEMINOLE
SNSPFLXA	SEVEN SPRINGS
SEKYFLXA	SIESTA KEY
SGBEFLXA	SOUTHGULF BEACH
SARKFLXA	ST. ARMANDS KEY
THNTFLXA	THONOTOSASSA
VENCFLXS	VENICE-SOUTH
WLCHFLXA	WESLEY CHAPEL
WIMMFLXA	WIMAUMA
ZPHYFLXA	ZEPHYRHILLS-MAIN

5. SWITCHED ACCESS

5.4 Rate and Charge Regulations (Cont'd)5.4.5 Application of Rates for FGA or BSA-A Extension Service

Feature Group A or BSA-A Switched Access Service is available with extensions, i.e., additional terminations of the service at different building(s) in the same LATA or, by access to an IC's facilities, additional terminations of the service at different building(s) in a different LATA. Feature Group A or BSA-A extensions in the same Company Local Exchange as the dial tone office are charged for under the Telephone Company's General Service Tariff.

Feature Group A or BSA-A extensions in a different Company Local Exchange as the dial tone office are charged for as Dedicated Access Service. The rate elements which apply are: voice grade local channels; interoffice channel mileage, if applicable, and signaling capability (optional features and functions), if applicable. Feature Group A or BSA-A extensions provided through an IC's facilities to different LATAs are charged for as Dedicated Access Service in both the LATA where the extension originates and the LATA where the extension terminates. The rate elements which apply in each LATA to access the IC's facilities are: voice grade channel terminations, channel mileage, if applicable, and signaling capability (optional features and functions), if applicable. All appropriate monthly rates and nonrecurring charges set forth in Section 6. following will apply. Such extensions are ordered as set forth in Section 4. preceding.

5.4.6 Basic Service Elements

The Switched Access Ordering Charge will not apply when a customer orders BSEs in conjunction with the establishment of a Basic Serving Arrangement (BSA) or the conversion of a feature group to a BSA. The Switched Access Ordering Charge will apply to changes to or additions of BSEs associated with an established BSA. The application of monthly recurring charges or usage rates to BSEs are as follows.

- (A) Alternate Traffic Routing - BSE
Nonrecurring charges in 5.5.3 apply per trunk group equipped.
- (B) Automatic Number Identification (ANI) - (BSE)
Rates in 5.5.3 apply per ANI attempt.
- (C) User Transfer
Monthly recurring charges in 5.5.3 apply per line arranged.
- (D) Hunt Group Arrangement - BSE
Monthly recurring charges in 5.5.3 apply per line equipped.
- (E) Queuing - BSE
Monthly recurring charges in 5.5.3 apply per group equipped.
- (F) Uniform Call Distribution - BSE
Monthly recurring charges in 5.5.3 apply per line equipped.
- (G) Simplified Message Desk Interface (SMDI) - BSE
Monthly recurring charges in 5.5.3 apply per DNAL.
- (H) Remote Call Forwarding - BSE
Monthly recurring charges in 5.5.3 apply per line.
- (I) Direct Inward Dialing (DID) - BSE
Monthly recurring charges in 5.5.3 apply.
- (J) Billed Number Screening (BNS) - BSE
Monthly recurring charges in 5.5.3 apply per line screened.

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5.5 Rates and Charges

5.5.1 Nonrecurring Charges

(A) <u>Switched Access Ordering Charge</u>	<u>Per ASR</u>	
		\$100.00
(B) <u>Design Change Charge</u>	<u>Per ASR/Per Occurrence</u>	
		\$34.14
(C) <u>Network Blocking Charge</u>		
<u>Applies to FGB, FGC, FGD, BSA-B, BSA-C, BSA-D and SAC Access Service</u>	<u>Per Call</u>	
		\$.014
(D) <u>FGA and BSA-A Optional Toll Blocking</u>		
<u>Per FGA or BSA-A Line</u>	<u>Nonrecurring Charge</u>	
		\$5.11
(E) <u>500 NXX Translation Charge</u>		
<u>First NXX, per ASR per End Office</u>	<u>Each Additional NXX per ASR, per End Office</u>	
\$19.00		\$10.00

5.5.2 Switched Transport

(A) <u>Tandem-Switched Transport-Facility</u>				
	<u>Originating Per Access Minute</u>	<u>Terminating – End Office Per Access Minute</u>	<u>Terminating – 3rd Party Per Access Minute</u>	
<u>Per Access Minute/Mile</u>				
Zone 1	0.000002	0.000000	0.000002	(R)
Zone 2	0.000002	0.000000	0.000002	
Zone 3	0.000002	0.000000	0.000002	(R)

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5.5 Rates and Charges (Cont'd)

5.5.2 Switched Transport (Cont'd)

(B) Tandem Switched Transport - Termination

	<u>Originating Per Access Minute</u>	<u>Terminating – End Office Per Access Minute</u>	<u>Terminating – 3rd Party Per Access Minute</u>
Per Access Minute			
Per Termination			
Zone 1	0.000000	0.000000	0.000000
Zone 2	0.000000	0.000000	0.000000
Zone 3	0.000000	0.000000	0.000000

(C) Tandem Switching

Per Access Minute				
Zone 1	.0007500	0.000000	.000694	(R)
Zone 2	.0007500	0.000000	.000694	
Zone 3	.0007500	0.000000	.000694	(R)

(D) Interconnection

Per Access Minute .00000

(E) Tandem Dedicated Trunk Port VG

For rates see FCC 14, Section 4

(F) Tandem Dedicated Trunk Port DS1

For rates See FCC 14, Section 4

(G) Direct-Trunked Transport Facility-Voiceband

	<u>Monthly Rate</u>
Per Airline Mile	
Zone 1	\$4.30
Zone 2	4.30
Zone 3	4.30
Price Bands A, B, and C	4.30

(H) Direct-Trunked Transport Facility-DS1

Per Airline Mile	
Zone 1	\$7.10
Zone 2	8.03
Zone 3	8.70
Price Band A	7.81
Price Band B	8.83
Price Band C	9.57

5. SWITCHED ACCESS

5.5 Rates and Charges (Cont'd)

5.5.2 Switched Transport (Cont'd)

(H) Direct-Trunked Transport Facility-DS1 (Cont'd)

Per Airline Mile	
Zone 1	\$ 7.10
Zone 2	8.03
Zone 3	8.70
Price Band A	7.81
Price Band B	8.83
Price Band C	9.57
Termination, per month	
Zone 1	21.30
Zone 2	24.09
Zone 3	26.10
Price Band A	23.43
Price Band B	26.50
Price Band C	28.71

(I) Direct-Trunked Transport Facility-DS3

Per Airline Mile	
Zone 1	34.52
Zone 2	36.50
Zone 3	44.00
Price Band A	37.97
Price Band B	40.15
Price Band C	48.40
Termination, per month	
Zone 1	346.88
Zone 2	370.00
Zone 3	444.25
Price Band A	381.57
Price Band B	407.00
Price Band C	488.68

5. SWITCHED ACCESS

5.5 Rates and Charges (Cont'd)

5.5.2 Switched Transport (Cont'd)

	<u>Installation Charge</u>	<u>Monthly Rate</u>
(J) <u>Entrance Facility-Voiceband</u>		
Per Entrance Facility		
2-Wire Voiceband		
Zone 1	\$200.00	\$ 31.40
Zone 2	200.00	31.40
Zone 3	200.00	31.40
Price Bands A, B, and C	200.00	31.40
4-Wire Voiceband		
Zone 1	200.00	48.99
Zone 2	200.00	48.99
Zone 3	200.00	48.99
Price Bands A, B, and C	200.00	48.99
(K) <u>Entrance Facility - DS1</u>		
Zone 1	450.00	165.00
Zone 2	450.00	250.00
Zone 3	450.00	250.00
Price Bands A	450.00	275.00
Price Bands B	450.00	275.00
Price Bands C	450.00	275.00
(L) <u>Entrance Facility - DS3</u>		
Per DS3		
Zone 1	1,000.00	1,000.00
Zone 2	1,000.00	1,055.12
Zone 3	1,000.00	1,055.12
Price Bands A, B and C	1,000.00	1,160.63
(M) <u>Multiplexing</u>		
DS1 to Voice		
Zone 1	800.00	250.00
Zone 2	800.00	250.00
Zone 3	800.00	250.00
Price Bands A, B and C	800.00	250.00

5. SWITCHED ACCESS

5.5 Rates and Charges (Cont'd)

5.5.2 Switched Transport (Cont'd)

	<u>Installation Charge</u>	<u>Monthly Rate</u>
(M) <u>Multiplexing (Cont'd)</u>		
DS3 to DS1		
Zone 1	\$450.00	\$346.88
Zone 2	450.00	370.00
Zone 3	450.00	444.25
Price Band A	450.00	372.90
Price Band B	450.00	381.60
Price Band C	450.00	390.30

5.5.3 End Office Services

(A) Basic and Premium Data Base Query Charge

The rate for Data Base Query Service is per query.

Rate Per Query

\$ 0.01

(B) End Office Switching - Bundled

The bundled rates for End Office Switching are based on originating and terminating Access Minutes.

	<u>Originating</u>	<u>Terminating</u>
<u>Bundled Rates</u>		
<u>Per Access Minute</u>	.0072795	For rates see FCC 14, Section 4

(C) End Office Switching - Unbundled - Circuit Switched Line

The unbundled rates for End Office Switching are based on originating and terminating Access Minutes.

	<u>Originating</u>	<u>Terminating</u>
<u>Unbundled Rates-Circuit Switched Line</u>		
<u>Per Access Minute</u>	.0072795	For rates see FCC 14, Section 4

5. SWITCHED ACCESS

5.5 Rates and Charges (Cont'd)

5.5.3 End Office Services (Cont'd)

(D) End Office Switching - Unbundled (EOSU) - Circuit Switched Trunk

The unbundled rates for End Office Switching are based on originating and terminating Access Minutes.

	<u>Originating</u>	<u>Terminating</u>
<u>Unbundled Rates-Circuit Switched Trunk (EOSU) Per Access Minute</u>	.0072795	For rates see FCC 14, Section 4
(E) <u>Shared Trunk Port</u> Per MOU	For rates see FCC 14, Section 4	For rates see FCC 14, Section 4
(F) Composite Terminating End Office Charge - Per Terminating Minute of Use	-	0.001918
(G) <u>Alternate Traffic Routing - BSE</u> Nonrecurring Charge Per Trunk Group Equipped		\$ 70.92
(H) <u>Automatic Number Identification (ANI) - BSE</u> Rate Per ANI Attempt		.00015
(I) <u>User Transfer - BSE</u> Monthly Rate Per Line Arranged		1.50
(J) <u>Hunt Group Arrangement - BSE</u> Monthly Rate Per Line Equipped		11.02
(K) <u>Queuing - BSE</u> Monthly Rate Per Group Equipped		15.00
(L) <u>Uniform Call Distribution - BSE</u> Monthly Rate Per Line Equipped		5.28

5. SWITCHED ACCESS

5.5 Rates and Charges (Continued)

5.5.3 End Office Services

(M)	<u>Simplified Message Desk Interface (SMDI) – BSE</u> Monthly Recurring Rate Per DNAL		229.71
(N)	<u>Remote Call Forwarding - BSE</u> Monthly Recurring Rate Per Line		16.00
(O)	<u>Direct Inward Dialing (DID) - BSE</u> Monthly Recurring Rate Per DID Term Per Block of 20 Numbers		71.00 29.00
(P)	<u>Billed Number Screening (BNS) - BSE</u> Monthly Recurring Rate Per Line Screened		1.00
(Q)	<u>Carrier Identification Parameter (CIP)</u> Nonrecurring Charge, per CIC Per Trunk Group to an Access Tandem Per Trunk Group to an End Office		\$1,120.00 80.00
	Monthly Rate, Per Trunk		.46
(R)	<u>Dedicated Trunk Port – VG</u>	For rates see FCC 14, Section 4	
(S)	<u>Dedicated Trunk Port – DS1</u>	For rates see FCC 14, Section 4	

5.5.4 Information Surcharge

The rates for Information Surcharge are based on an originating and terminating Access Minutes. Per Access Minute

\$.0

5.5.5 FGA or BSA-A Usage Sensitive Credit Allowance

Credit Per Originating FGA or BSA-A \$.0014

5.5.7 Switched Access Cross Connect

(A)	Rates and Charges	<u>Monthly Rate</u>
	Per DS0 Connection	\$ 1.60
	Per DS1 Connection	4.00
	Per DS3 Connection	31.00

6. DEDICATED ACCESS SERVICES

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6. DEDICATED ACCESS SERVICES

6.1 General

Dedicated Access provides a transmission path to connect CDLs* within a LATA for Intrastate Telecommunications. Dedicated Access provided to a customer may be connected directly to customer facilities, through Telephone Company Hub Wire Centers where bridging or multiplexing functions are performed, and/or may be connected to access facilities of another telephone company or companies in the joint provision of Dedicated Access Service as well as may be connected to Switched Access as set forth in Section 5 preceding. Dedicated Access Service may also be connected to a customer's transmission equipment and facilities using a DS0, DS1 or DS3 Cross Connect arrangement where the customer is provided Expanded Interconnection (EIS) as defined in Section 14.

Current customers with Telephone Company Dedicated Access or Private Line services with terms equal to, or greater than, three years, entered into on, or before, February 1, 1994, are permitted to switch to competitive alternatives during a 90-day period after expanded interconnection arrangements are available in a given central office. If an end user chooses to switch to a competitor, termination charges to the LEC contract shall be limited to the additional charges that the customer would have paid for a contract covering the term actually used, plus the prime rate of interest.

The provision of Switched Access and Dedicated Access in combination is normally for, but not limited to, the use of WATS or WATS-type Access. When Dedicated Access is connected to Switched Access, the terms, conditions and rates for the facilities between the end user's CDL and the WATS Serving Office are as set forth in this section of the tariff; the terms, conditions and rates for the facilities between the WATS Serving Office and the IC's CDL, as well as the switching functionalities (e.g., end user access codes, screening) are as set forth in Section 5 of this tariff.

Any entity intending to resell intraexchange private line services must be certificated by the Florida Public Service Commission as an Alternative Access Vendor (AAV). Any entity intending to resell interexchange private line services must be certificated by the Florida Public Service Commission as an Alternative Access Vendor (AAV) or Interexchange Carrier (IXC). Those entities certificated as an AAV or IXC may resell intraexchange and interexchange private line services only by purchasing the like service at the rates and conditions outlined in this Tariff from Section 6, Dedicated Access Services.

Dedicated Access Services will be billed to the End User of the service by the Telephone Company or Certificated AAV or IXC. In the event the Company incurs costs as a result of an IC generated activity such as the relocation of an IC POP, Dedicated Access nonrecurring charges will be billed to the IC. Prorating of high capacity services among End Users will not be allowed.

Dedicated Access can be provided in either analog or digital format. Analog formats are differentiated by spectrum and bandwidth. Digital formats are differentiated by bit rate. The specific types of Dedicated Access (e.g., Voiceband, Digital Data Service) provided are described in 6.2 following.

6.1.1 Rate Elements

Rate elements which apply to Dedicated Access Service are:

- Interoffice Channel (described in 6.1.1.(A))
- Local Channel (described in 6.1.1.(B))
- Dedicated Access Cross Connection (described in 6.1.1(C) following)
- Hub Termination (described in 6.1.1.(F))
- Supplemental Features (described in 6.4 following)
- Multiplexing Arrangements (described in 6.5 following)

* Telephone Company Centrex CO-like switches are considered to be CDLs for the purposes of this tariff.

6. DEDICATED ACCESS SERVICES

6.1 General (Cont'd)

6.1.1 Rate Elements (Cont'd)

The following is a list of Frontier's Open Network Architecture (ONA) Special Access Basic Service Elements (BSEs) which provide a cross-reference to the generic ONA product names.

<u>Generic Name</u>	<u>Frontier Name</u>
Access to Clear Channel Transmission	Clear Channel Capability
Automatic Protection Switching	Automatic Protection Switching
Bridging	Bridging
Conditioning	Conditioning
Data Over Voice (DOV) Service	DOV Connect
Secondary Channel Capability	Digital Data Service - Secondary Channel
Multiplexing - Digital 2000	Multiplexing Arrangements

(A) Interoffice Channel

- (1) The Interoffice Channel rate element provides for the transmission facilities between the serving wire centers associated with two CDLs, between a serving wire center associated with an end user's CDL and a WATS Serving Office, between a serving wire center associated with a CDL and a Telephone Company Hub Wire Center or between two Telephone Company Hub Wire Centers. Connection to Telephone Company provided DS1 or DS3 Dedicated Transport within a serving wire center for a customer with EIS will require a Dedicated Access Cross Connect arrangement as described in 5.1.1(C). This rate element is distance sensitive, except for Metro Ethernet and varies with type of capability (i.e., analog or digital) and type of facility (e.g., Voiceband, Digital Data Service, etc.). Interoffice Channel is portrayed in mileage bands. There are two rates that apply for each band, i.e., a flat rate per band and a rate per mile.

Metro Ethernet Transport provides flat rate non-distance sensitive transport for DS1 bandwidth on fiber optic rings. The rate element associated with Metro Ethernet is a monthly recurring charge as set forth in 6.6.12.

- (2) Interoffice Channel may be used in conjunction with Switched Access for the purpose of provisioning Originating Only, Terminating Only or Combined Originating/Terminating Access as set forth in 5.2.5(V) following. Interoffice Channel employed in this manner provides the FIA for the closed-end of the services between the wire center serving the end user's CDL where WATS Serving Office functions are not available and the WATS Serving Office.

When the necessary WATS Serving Office functions are not provided at the wire center which serves the end user's CDL, the Telephone Company will designate the wire center where the WATS Serving Office functions are available.

- (3) For Fractional T1 service, Interoffice Channel must be ordered as Fractional Interoffice Channel in the same grouping (N x 56 Kbps or N x 64 Kbps where N = 2, 4, or 6) as the associated FT1 Local Channels.

(B) Local Channel

- (1) A Local Channel provides the transmission facilities to a Customer Designated Location (CDL) or the facilities between a CDL and the serving wire center. This rate element varies by type of capability (i.e., analog or digital) and type of facility (e.g., Voiceband, Digital Data Service, etc.).

When a Voiceband Dedicated Access service is ordered to be terminated at a customer's designated Interexchange Carrier's all-digital CDL which requires a minimum digital interface level of 1.544 Mbps, the Telephone Company will provide the required interface and assess the customer a Voiceband Local Channel, for the facility between the all-digital CDL and its serving wire center. All other appropriate charges apply in addition to the Voiceband Local Channel.

6. DEDICATED ACCESS SERVICES

6.1 General (Cont'd)

6.1.1 Rate Elements (Cont'd)

(B) Local Channel (Cont'd)

(1) (Cont'd)

Installation of DS1 Local Channel is as set forth in 6.6.1(B)(5). The applicable rates are the nonrecurring charge and monthly rate set forth per Local Channel installed.

The selection of a Terminating Option, as defined in 6.3, is required for terminating the network portion of a Local Channel at a CDL. Terminating Options provide a clearly delineated interface which facilitates the design, isolation, and testing of the Dedicated Access.

One Local Channel charge applies per CDL at which the facility is terminated. This charge applies even if the facilities to the CDL do not transit a serving wire center; this charge also applies if the CDL and the serving wire center are co-located in a Telephone Company building. Connection to Telephone Company DS1 or DS3 Local Channels within a serving wire center for customers with EIS will require a Dedicated Access Cross Connect arrangement as described in 6.1.1(C). The Local Channel charge used with a Switching Interface, as set forth in (2) below, is applicable only for the transmission facilities between the end user's CDL and the serving wire center of that location.

The DS1 Special Access Line provided under this tariff will not be billed when used with Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) that uses alternate higher capacity digital facilities for the loop transport. This includes, i.e., providing service under the Tariff FCC No. 14, – Optical Networking when the optical node is at the same location, DS3s, or comparable local tariffs and special assemblies. A DS1 Special Access Line provided to the serving wire center at which the customer obtains ISDN PRI Service will be transmitted with B8ZS Clear Channel Capability per Technical Reference Publication GR-342, Issue 1.

- (2) A Local Channel may be provided in conjunction with FGA, FGB, FGC, FGD, BSA-A, BSA-B, BSA-C and BSA-D Switched Access Service for the purpose of Originating Only, Terminating Only or Combined Originating and Terminating Access as set forth in 5.2.1 and 5.2.2. A Switching Interface is required for the provision of this service as set forth in 5.2.5(V). The Local Channel provides the closed-end of the dedicated facilities between an end user's CDL and its serving wire center. This serving wire center may or may not be a WATS Serving Office. In those instances when the serving wire center is not a WATS Serving Office the Interoffice Channel is applicable as set forth in 6.1.1(A) to the nearest Telephone Company WATS Serving Office.

The Switched Access used in conjunction with the Local Channel provides various standard switching functionalities and optional arrangements as set forth in Section 5.2.5(V).

- (3) All Local Channels used with a Switching Interface are:

- provided with dial pulse address signaling or Dual Tone Multifrequency (DTMF) address signaling and either loop start or ground start supervisory signaling. The type of signaling is the option of the customer.
- available as either a two-wire or four-wire Voiceband Dedicated Access Service (i.e., 300-3000 Hz bandwidth). Each transmission path is provided at the option of the customer with transmission specifications as described in Section 7000 of the GTE Technical Interface Reference Manual.

All rules and regulations pertaining to Dedicated Access are applicable to Local Channels used with a Switching Interface. Rates and Charges are found in 6.7.3 for two-wire and four-wire Voiceband Local Channels.

6. DEDICATED ACCESS SERVICES

6.1 General (Cont'd)

6.1.1 Rate Elements (Cont'd)

(B) Local Channel (Cont'd)

(3) (Cont'd)

A customer may also order high capacity facilities from an end user's CDL to a Telephone Company Hub for the purpose of originating or terminating Local Channels used with a Switching Interface. High capacity to voice multiplexing will be required at the Hub. The customer will be required to submit an ASR for the high capacity facility and voice multiplexing. The customer will also be required to submit an ASR(s) for the individual Voiceband Local Channels specifying the channel facility assignment (CFA) for each service. This Hub may or may not be a WATS Serving Office. In those instances when the Hub is not a WATS Serving Office, Voiceband Interoffice Channel is applicable as set forth in 6.1.1(A), for each individual Local Channel used with a Switching Interface to the Telephone Company designated WATS Serving Office.

(C) Dedicated Access Cross Connect

The Dedicated Access Cross Connection charge provides the communications path between Telephone Company provided DS0, DS1 or DS3 Local Channels or Interoffice Channel and a customer's transmission equipment and facilities where the customer is provided EIS as defined in Section 14. The Dedicated Access Cross Connect charge may also provide the communication path between a customer's transmission equipment and facilities where the customer is provided EIS and EIS arrangements of another customer. The Cross Connect arrangement may connect directly to Telephone Company provided DS0, DS1 or DS3 services or to a Telephone Company provided DS1 and DS3 multiplexing arrangement. The Cross Connect charges applies per DS0, DS1 and DS3 connection. Rates for DS0, DS1 or DS3 Cross Connect arrangements are listed in 6.9.

(D) Supplemental Features

Supplemental Features may be added to a Dedicated Access circuit to improve its quality or utility to meet specific communications requirements. These are not necessarily identifiable with specific facilities, but rather represent the end result in terms of performance characteristics which may be obtained. These characteristics may be obtained by using various combinations of facilities. Although the facilities necessary to perform a specified function may be installed at various locations along the path of the Dedicated Access circuit, including the CDL, it will be provided for as a single rate element.

Examples of Supplemental Features that are available include, but are not limited to, bridging and conditioning. Each Supplemental Feature is described in 6.4, and rates are set forth in 6.7.

(E) Multiplexing Arrangements

Multiplexing provides for arrangements to convert a single higher capacity or bandwidth circuit for bulk transport to several lower capacity or bandwidth circuits. Multiplexing is only available at a Telephone Company designated Hub Wire Center arranged for multiplexing. All types of multiplexing may not be available at each Hub Wire Center. Refer to Section 6.6.6 for a description of Hub Wire Center. Descriptions for each type of multiplexing arrangements are provided in 6.5 following, and rates are set forth in 6.7 following.

(F) Hub Termination

The Hub Termination rate element as set forth in 6.7, applies only to DS1 and DDS service offerings and is in addition to the Interoffice Channel rate element. Hub Termination provides the equipment and arrangements necessary to terminate the Interoffice Channel facility at a serving wire center. One Hub Termination charge applies for the termination of each end of a Interoffice Channel facility for DS1 and DDS services.

6. DEDICATED ACCESS SERVICES

6.1 General (Cont'd)

6.1.2 Dedicated Access Configurations

There are two types of facility configurations over which Dedicated Access Services are provided - two-point and multipoint.

(A) Two-point Service

A two-point configuration is a circuit which is provided to connect two CDLs, either directly connected or through a Hub Wire Center where multiplexing functions are performed, or a CDL and a WATS Serving Office.

All Dedicated Access offerings may be provided as a two-point configuration.

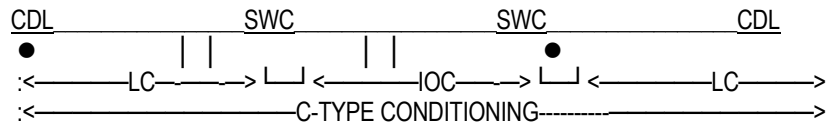
Applicable rate elements are:

- Local Channel
- Interoffice Channel (when applicable)
- Hub Termination (when applicable)
- Supplemental Features (when applicable)
- Multiplexing Arrangements (when applicable)

Fractional T1 Service (FT1)

For Fractional T1 Service, Hub Termination must be ordered as Fractional Hub Termination in the same grouping (N x 56 Kbps or N x 64 Kbps where N = 2, 4, or 6) as the associated FT1 Local Channels.

The following diagram depicts a typical two-point service connecting two CDLs located 15 miles apart. The service is provided with the supplemental feature of Type C Conditioning:



LC - Local Channel
 IOC - Interoffice Channel
 SWC - Serving Wire Center

Applicable rate elements are:

- Local Channels (2 applicable)
- Interoffice Channel (mileage band Over 8 to 25 miles)
- Supplemental Feature of Type C Conditioning (2 applicable)

6. DEDICATED ACCESS SERVICES

6.1 General (Cont'd)

6.1.2 Dedicated Access Configurations (Cont'd)

There are two types of facility configurations over which Dedicated Access Services are provided - two-point and multipoint.

(B) Multipoint Service

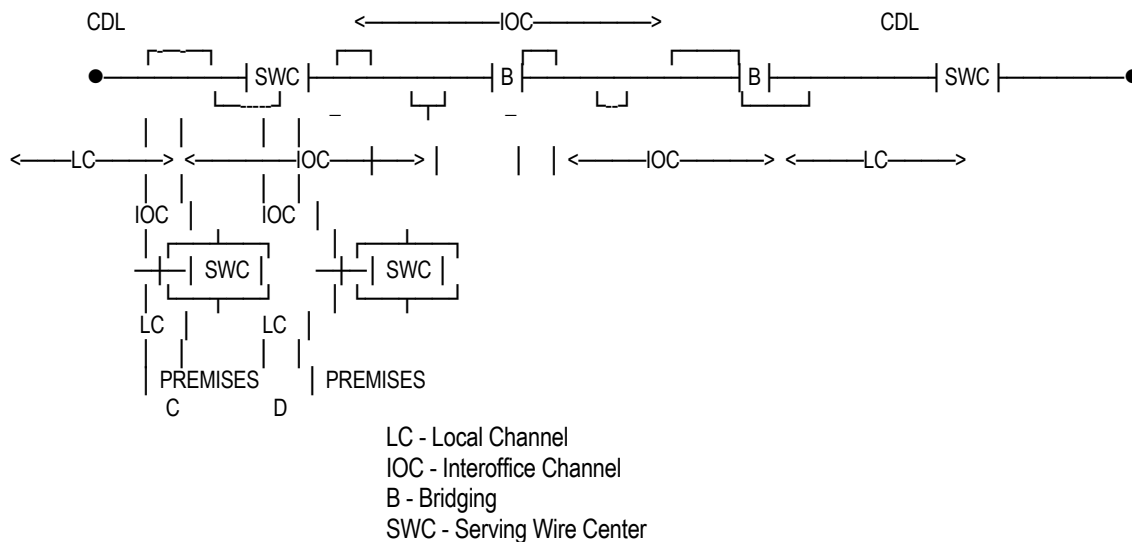
A multipoint configuration is a circuit that is provided to connect three or more CDLs through a Telephone Company Hub Wire Center.

Only Voiceband, Digital Data Service facilities, and Miscellaneous Services where so designated, will be provided as multipoint configurations. There is no limitation on the number of mid-links, but the use of more than three mid-links in tandem may degrade the quality of the multipoint facilities. A mid-link is defined as the Interoffice Channel facilities between Hub Wire Centers where the circuit is bridged and/or where circuit switching devices, such as loop transfer arrangement, are located.

Multipoint service is provided in the following manner:

- (1) Local Channel per CDL to their respective serving wire centers.
- (2) Interoffice Channel between serving wire centers associated with the CDLs and the Hub Wire Center.
- (3) Interoffice Channel between Hub Wire Centers.
- (4) Supplemental Features: Bridging equipment for each bridging location and other Supplemental Features when applicable.
- (5) Multiplexing Arrangements when applicable.

The following diagram depicts a multipoint service connecting four CDLs via two customer specified Hub Wire Centers:



Applicable rate elements are:

- Local Channels (4 applicable)
- Interoffice Channel (5 sections, each from appropriate mileage band)
- Bridging Optional Feature (6 applicable, i.e., each bridge port)

6. DEDICATED ACCESS SERVICES

6.1 General (Cont'd)

6.1.3 Special Facilities Routing

A customer may request that the facilities used to provide Dedicated Access Service be specially routed. The regulations, rates and charges for Special Facilities Routing (i.e., Avoidance, Diversity and Cable-Only) are as set forth in Section 9 following.

6.1.4 Design Layout Report

The Telephone Company will provide to the customer the makeup of the Dedicated Access provided under this tariff to aid the customer in designing its overall service. This information will be provided in the form of a Design Layout Report and will include the following:

- Cable gauge, length and loading.
- Makeup (e.g., T-Carrier, two-wire, four-wire, etc.)
- Specific pair of circuit assignment at the customer designated location.

The Design Layout Report will be provided to the customer within fourteen working days from the ASR Date. Updated reports will be reissued within fourteen working days whenever facilities provided to the customer are materially changed. Both the initial and updated Design Layout Reports will be provided to the customer at no charge.

6.1.5 Acceptance Testing

At the time of installation, the following test parameters apply:

- (A) For Voiceband services, acceptance testing will include tests for loss, 3-tone slope, DC continuity, operational signaling, C-notched noise, and C-message noise.

When the Interface Arrangement provides a four-wire voice transmission facility and the point of termination provides two-wire voice transmission (i.e., there is a four-wire to two-wire conversion at the point of termination) balance tests are also included in acceptance testing. When performing installation and acceptance testing, the Telephone Company will test the access service within the LATA.

On four-wire and effective four-wire circuits where the Network Channel Terminating Equipment (NCTE) has the capability of being remotely aligned, the Telephone Company may perform acceptance testing without a Telephone Company technician at the customer's premise. Should the customer request a technician be present at the customer's premise, additional charges will apply as set forth in Section 11.2(C). The applicable rates are in Section 11.2(F).

If the NCTE at the customer's premise does not have the capability of being aligned remotely, the additional charges will not apply. The Telephone Company will determine the type of NCTE placed at a customer's premise.

- (B) For other analog services (i.e. video) and for digital services (i.e., Digital Data Services and High Capacity Digital Services), acceptance testing will include tests for the parameters applicable to the service as set forth in Section 7000 of the GTE Technical Interface Reference Manual for each of these services.

When the customer requests the performance of additional cooperative tests which are not required to meet these specified performance parameters, charges as set forth in 11.6(B) following will apply. All test results will be made available to the customer upon request.

If acceptance tests are not started within 15 minutes after pre-service tests have been completed and the customer has been notified by the Telephone Company, additional charges may apply, as set forth in 11.2 following, unless the delay is caused by the Telephone Company.

6. DEDICATED ACCESS SERVICES

6.1 General (Cont'd)

6.1.6 Ordering Conditions

Ordering conditions are set forth in detail in Section 5 preceding. Also included in that section, are other charges which may be associated with ordering Dedicated Access (e.g., Service Date Change Charges, Cancellation Charges, etc.).

(A) Determination of Jurisdiction of Mixed Use Local Channels

When mixed interstate and intrastate Dedicated Access Service is ordered, the jurisdiction will be determined as follows:

- (1) If the customer's estimate of the interstate traffic on the physically intrastate line involved constitutes 10% or less of the total traffic on that line, the line will be ordered and provided in accordance with the applicable rules and regulations of this tariff.
- (2) If the customer's estimate of the interstate traffic on the physically intrastate line involved constitutes more than 10% of the total traffic on that line, the line will be ordered and provided in accordance with the applicable rules and regulations of the Frontier Telephone Companies Tariff FCC No. 14, Facilities for Interstate Access.

(B) Dedicated Access Jurisdictional Verification

If a billing dispute arises or a regulatory commission questions the customer's certification of the jurisdiction of the line the Telephone Company will ask the customer to provide the data used to determine the jurisdiction. The customer shall supply the data within 30 days of the Telephone Company's request. The customer shall keep records of system design and functions from which the jurisdiction can be ascertained and upon request of the Telephone Company make the records available for inspection as reasonably necessary for purposes of verification of the jurisdiction of the service.

The transmission performance characteristics of each Dedicated Access offering are stated in Section 7000 of the GTE Technical Interface Reference Manual. The Telephone Company will maintain existing transmission specifications on services installed prior to the effective date of this tariff, except that existing services with performance specifications exceeding the standards in the GTE Technical Interface Reference Manual will be maintained at the performance level specified in the manual. Where transmission performance characteristics are required other than those as stated in Section 7000 of the GTE Technical Interface Reference Manual, the Telephone Company will review, and where technically feasible, will develop rates and charges for the additional costs associated with provisioning the parameters. These rates and charges will be filed on an individual case basis and will apply in addition to all other applicable rates and charges.

The customer also has the option of ordering Voiceband and analog and digital high capacity facilities to a Telephone Company Hub for multiplexing to individual channels of a lower capacity or bandwidth. Descriptions of the types of multiplexing available at the Hubs, as well as the number of individual channels which may be derived from each type of facility, are set forth in 6.5. Additionally, the customer may specify supplemental features for the individual channels derived from the facility to further tailor the channel to meet specific communications requirements. Descriptions of the supplemental features available are set forth in 6.4.

For example, a customer may order a 3.152 Mbps facility from a CDL to a Telephone Company Hub for multiplexing to two 1.544 Mbps channels. The 1.544 Mbps channels may be further multiplexed at the same or a different Hub to Voiceband channels or may be extended to other CDLs. Optional features may be added to either the 1.544 Mbps or the Voiceband Channels.

6. DEDICATED ACCESS SERVICES

6.2 Description of Dedicated Access²

The generic types of Dedicated Access offerings are:

- Voiceband
- Videoband
- High Capacity Digital
- Digital Data Service

Each type has its own characteristics, and are subdivided by one or more of the following:

- Transmission specifications
- Bandwidth
- Speed (i.e., bit rate)
- Spectrum

The Dedicated Access offerings described below are comprised of a combination of the rate elements described in 6.1.1. The following descriptions indicate the most effective use for each facility. Customer use for purposes other than those indicated is limited only to the extent that such use must not harm the network. Further, the Telephone Company does not guarantee transmission performance beyond the parameters identified in the descriptions.

6.2.1 Voiceband

(A) Two-Wire Voiceband Facility

These facilities are unconditioned and are capable of transmitting voice or data signals within the frequency spectrum of approximately 300 Hz to 3000 Hz. These facilities are furnished on a two-point or multipoint basis and may be terminated two-wire or four-wire at the point of termination. They permit the simultaneous transmission of information in both directions over a circuit, but it is not possible to ensure independent information transmission in both directions. Supplemental features may be added, at applicable charges, to enhance the operational capabilities of these facilities.

(B) Four-Wire Voiceband Facility

These facilities are unconditioned and are capable of transmitting voice or data signals within the frequency spectrum of approximately 300 Hz to 3000 Hz. The facilities are furnished on a two-point or multipoint basis and may be terminated two-wire or four-wire at the point of termination. When terminated four-wire, they permit simultaneous independent transmission of information in both directions over a circuit. However, when terminated two-wire, simultaneous independent transmission cannot be supported. Supplemental features may be added, at applicable charges, to enhance the operational capabilities of these facilities.

6.2.2 Videoband

These facilities are arranged and provided for the transmission of television to be broadcast or used in connection with viewing or recording.

Facilities to be used in connection with broadcast video service must be ordered from the appropriate interstate tariff.

² Private line or Dedicated Access Voiceband services requesting Metallic or Telegraph grade facilities are NOT permitted.

6. DEDICATED ACCESS SERVICES

6.2 Description of Dedicated Access² (Cont'd)

6.2.3 High Capacity Digital

These facilities are two-point and are furnished between CDLs or between a CDL and a Telephone Company designated Hub Wire Center where multiplexing is offered. High Capacity facilities may be used to provide Dedicated Access Lines as set forth in 6.1.1(B)(2). A High Capacity to Voice multiplexing arrangement, as described in Section 6.5, is required at the Hub Wire Center. High Capacity DS1 service may also be connected to customer transmission equipment and facilities where the customer is provided EIS as defined in Section 14.

- (A) DS1 facilities provide for the transmission of isochronous bipolar serial data at a rate of 1.544 Mbps. (USOC - XDH1X)
- (B) FT1 facilities are furnished for the transmission of isochronous bipolar serial data and are available at transmission rate groupings of N x 56 Kbps or N x 64 Kbps where N equals 2, 4, or 6. FT1 channels are contiguous within the network and can be used to create a wideband circuit using CPE. When N x 64 FT1 is ordered in conjunction with DS1 service for multiplexing purposes, the DS1 must have Clear Channel Capability as described in 6.8.1. FT1 Service at a rate of N x 64 Kbps will only be provided where Clear Channel Capability is available in the network. Where Clear Channel Capability is not available, N x 56 Kbps service can be provided in lieu of N x 64 Kbps.
- (C) FiberConnect service facilities provide for the transmission of an isochronous serial data stream at a rate of 6.312 Mbps, encoded and converted to a signal suitable for optical transport. FiberConnect service is transmitted on fiber optic cable. When FiberConnect is provided with a fiber optic interface at the CDL, a single transmission channel is provided with a data rate dependent on the Telephone Company standard fiber optic terminal equipment used to provision the facility. When FiberConnect is provided with an electrical interface, four transmission channels of 1.544 Mbps each are provided at the interface.

FiberConnect is offered only on a protected basis between a CDL and its serving wire center. FiberConnect is not available with multipoint services. Dedicated Transport between serving wire centers for FiberConnect must be ordered as 4 DS1s.

6.2.4 Digital Data Service

Facilities for Digital Data Service are furnished for the simultaneous two-way transmission of synchronous data and are available at transmission speeds of: 2.4 Kbps, 4.8 Kbps, 9.6 Kbps, 19.2 Kbps, 56 Kbps or 64 Kbps. Digital Data facilities may be provided on a two-point or multipoint basis.

6.2.5 Miscellaneous Dedicated Access Services

A description of each service provided under Miscellaneous Dedicated Access Services, along with the rates is set forth in 6.8 following. Other Dedicated Access rate elements may apply in addition to those found in 6.8.

6.3 Description of Terminating Options

Terminating Options provide a clearly delineated interface between Telephone Company and customer facilities at the point of termination at the CDL. Terminating Options facilitate the design, isolation, and testing of the Dedicated Access. The description of each Terminating Option defines the most effective use of the Terminating Option. The technical parameters of each type of associated interface are set forth in Section 7000 of the GTE Technical Interface Reference Manual. Although a customer is not restricted from alternate applications, except where such application is harmful to the network, the Telephone Company cannot guarantee technical performance for other than the applications stated below. Terminating Options are nonchargeable.

² Private line or Dedicated Access Voiceband services requesting Metallic or Telegraph grade facilities are NOT permitted.

6. DEDICATED ACCESS SERVICES

6.3 Description of Terminating Options (Cont'd)

6.3.1 Voice Grade

(A) Two-Wire Voice Grade, Non-Data, Without Signaling

This option provides a two-wire interface to a customer and terminates an effective two-wire facility furnished for voice transmission only. Customer provided signaling must be limited to tones in the voice band. Customer provided voiceband signaling equipment must limit transmission power to 0.0 dBm peak and -13 dBm average power over a three-second period.

(B) Four-Wire Voice Grade, Non-Data, Without Signaling

This option provides a four-wire interface to the customer terminal equipment and terminates an effective four-wire facility furnished for voice transmission only. Customer provided signaling must be limited to tones in the voiceband. Customer provided voice band signaling equipment must limit transmission power to 0.0 dBm peak and -13 dBm average power over a three-second period.

(C) Voice Grade Data Termination

This option provides a two-wire or four-wire transmission interface to a customer's private line data modem and terminates an effective four-wire facility furnished for voiceband data transmission.

(D) Two-Wire Voice Grade Station Connecting Facility Termination

This option provides a means to terminate an effective two-wire facility or an effective four-wire facility with a two-wire customer interface on a telephone, key system, PBX, ACD, or similar equipment. This option is normally used to terminate facilities that furnish foreign central office service, the station end of PBX off premises service, or private switched service network access lines. The option provides both the transmission and loop signaling functions normally associated with these services. The option is also used to terminate facilities arranged with automatic ringdown signaling. This option provides the loop and ringdown signaling with the facility.

(E) Four-Wire Voice Grade Station Connecting Facility Termination

A terminating option similar to (D) preceding used to terminate effective four-wire foreign central office service. The option provides a four-wire transmission interface to the customer terminal equipment and the loop signaling function normally associated with these services. This option provides the loop and ringdown signaling with the facility.

(F) Two-Wire Station Connecting Facility Termination for the Open End of an Off Premises PBX Extension

Terminating options are available depending on the signaling range of the PBX (or similar system) as defined in Part 68 of the FCC Rules and Regulations. Type 1 is an option requiring range extension equipment at the CDL. Type 2 is an option with no range extension equipment at the CDL. If needed, the loop signaling range equipment for Type 1 must be specifically specified, see Section 6.4.4 following for available arrangements.

6. DEDICATED ACCESS SERVICES

6.3 Description of Terminating Options (Cont'd)

6.3.1 Voice Grade (Cont'd)

(G) Dial Repeating Tie Trunk Termination

Two network terminating options are provided for terminating effective four-wire transmission facilities used to furnish dial repeating tie trunk services. These options are described in terms of the interface they provide to a PBX (or similar system).

- (1) A Type I tie line termination provides the customer with a two-wire transmission interface and includes either two-wire or four-wire E&M type signaling. Transmission and signaling interface options available are described in Part 68 of the FCC Rules and Regulations. This option provides the E&M type signaling with the facility.
- (2) A Type III tie line termination provides the customer with a four-wire transmission interface and includes either two-wire or four-wire E&M type signaling. Transmission and signaling options available are described in Part 68 of the FCC Rules and Regulations. This option provides the E&M signaling with the facility.

6.3.2 High Capacity Digital

(A) High Capacity Digital DS1

Provides a High Capacity Digital DS1 Dedicated Access interface for use in providing simultaneous two-way transmission of isochronous bipolar serial data signals at the rate of 1.544 Mbps.

(B) Fractional T1 Service

Provides a DS1 Dedicated Access interface for use in providing simultaneous two-way transmission of isochronous bipolar serial data signals and is limited to groupings of N x 56 Kbps or N x 64 Kbps where N equals 2, 4, or 6.

(C) FiberConnect Service

Provides a High Capacity Digital Dedicated Access interface for use in providing simultaneous two-way transmission of isochronous bipolar serial data. The Telephone Company, at the option of the customer, will provide either an electrical or a fiber optic interface. The electrical interface option provides four electrical channels at 1.544 Mbps each. The fiber optic interface option is provided in a single mode fiber and terminates on fiber optic connectors. The 6.312 Mbps signal will be made up of four transmission channels of 1.544 Mbps each and will be encoded to an optical data rate dependent on the fiber optic terminal equipment used by the Telephone Company to provision the facility. When the optical interface is selected, it is the customer's responsibility to provide the optical line termination at his premises. This equipment must be compatible with the equipment provided by the Telephone Company. Service will be provided on a one for one protected basis only.

(D) High Capacity Digital DS3

Provides a High Capacity Digital DS3 Dedicated Access interface for use in providing simultaneous two-way transmission of isochronous bipolar serial data signals at the rate of 44.736 Mbps.

6.3.3 Digital Data Service (DDS)

Provides DDS Dedicated Access interface for use in providing simultaneous two-way transmission of sequential bipolar data signals at transmission speeds of 2.4 Kbps, 4.8 Kbps, 9.6 Kbps, 19.2 Kbps, 56 Kbps or 64 Kbps over four-wire facilities.

6. DEDICATED ACCESS SERVICES

6.4 Description of Supplemental Features

Supplemental Features are items which can be added to a Dedicated Access service to provide enhanced capabilities or improve its utility. References to specific uses or Dedicated Access types indicate the most effective use for each Supplemental Feature. Customer use for other purposes or with other Dedicated Access types is limited only to the extent that such use must not harm the network. Further, the Telephone Company does not guarantee functional operation of Supplemental Features for these alternate applications.

Listed below are the Supplemental Features that are offered under this tariff.

6.4.1 Bridging

Bridging is the function of connecting three or more CDLs in a multipoint arrangement. Listed below are those bridging services offered under this tariff.

(A) MultiPoint Data Bridging

This feature provides the capability to derive a multipoint data circuit from a single facility and is normally provided on Voiceband facilities provided for transmission of data signals. This function is provided on a per port basis. Polled multipoint data circuits are a typical application of this feature.

(B) Voice Conference Bridging

Bridging arrangement to connect multiple Voiceband facilities in order that a voice frequency input signal from any location will be reproduced at the output of all other circuit locations. This function is provided on a per port basis.

(C) DDS Bridging

Provides for a multi-junction unit (MJU) arrangement to bridge 2.4 kbps, 4.8 kbps, 9.6 kbps, 19.2 kbps, 56 kbps, or 64 kbps DDS facilities. Different speeds cannot be mixed on the same bridge. This function is provided on a per port basis.

6.4.2 Conditioning Arrangements - Data

Data conditioning, when utilized in conjunction with effective four-wire Voiceband transmission facilities, improves the characteristics of these facilities. These improved characteristics are not represented to apply to the entire end to end facility of the customer, but only to that portion of the facility provided by the Telephone Company.

There are three types of data conditioning: Type C, Type C-Improved and Type DA. Type C and Type C-Improved conditioning control attenuation distortion and envelope delay distortion. Type DA controls the signal to C-notched noise ratio and intermodulation distortion. Type C and Type DA conditioning may be combined on the same circuit. Type C-Improved and Type DA conditioning may be combined on the same circuit.

Data conditioning is charged for on a per Local Channel basis. The parameters listed for each type of data conditioning apply from two or more CDLs located within the Telephone Company serving area. Conditioning parameters apply to each end of a two-point circuit. For multipoint circuits, the conditioning parameters apply from any CDL to either the point of interface at another CDL or the first Telephone Company bridging point depending on the circuit configuration. These parameters are not applicable to High Capacity points of interface, because there is no voice frequency test access point. In these instances the data conditioning parameters apply to the last telephone company voice frequency test access point before the High Capacity point of interface.

6. DEDICATED ACCESS SERVICES

6.4 Description of Supplemental Features (Cont'd)

6.4.2 Conditioning Arrangements - Data (Cont'd)

(A) Type C

Type C conditioning of Voiceband facilities provides a facility with the following transmission parameters enhanced to meet the values specified for Type C conditioning in Section 7000 of the Frontier Technical Interface Reference Manual in addition to the standard parameters for Voiceband circuits.

- (1) Attenuation distortion with reference to 1004 Hz.
- (2) Envelope delay distortion.

(B) Type C-Improved

Type C-Improved conditioning of Voiceband facilities provides a facility with the following transmission parameters enhanced to meet the values specified for Type C conditioning in Section 7000 of the GTE Technical Interface Reference Manual in addition to the standard parameters for Voiceband circuits.

- (1) Improved attenuation distortion with reference to 1004 Hz.
- (2) Improved envelope delay distortion.

The customer may choose to order Improved Attenuation Distortion or Improved Envelope Delay Distortion or both (USOC - XCECM) configurations. The rates specified for Type C-Improved conditioning, Section 6.7.2(B), will apply regardless of the configuration specified.

(C) Type DA

Type DA conditioning of Voiceband facilities provides a facility with the following transmission parameter enhanced to meet the values specified for Type DA conditioning in Section 7000 of the GTE Technical Interface Reference Manual in addition to the standard parameters for voiceband circuits.

- (1) Signal to C-notched noise ratio.
- (2) Nonlinear signal to second order distortion.
- (3) Nonlinear signal to third order distortion.

6.4.3 Signaling Arrangements

Signaling arrangements, when furnished with Voiceband transmission facilities, enable the facilities to accommodate standard telecommunications signaling protocols. Signaling arrangements provide for the conversion of one signaling method to another signaling method and/or extension of a signaling method at customer and Telephone Company interfaces and enables the transmission facilities to accommodate signaling transmission. Signaling arrangements are available with Voiceband transmission facilities to enable transmission of requested signaling formats. The third and fourth protocol characters of the Network Channel Interface (NCI) and Secondary Network Channel Interface (SEC NCI) codes as indicated on the customer's order, reflect signaling activity. Typical protocol characters contained in the NCI or SEC NCI codes that designate signaling arrangements are: AB, AC, DS, DX, DY, EA, EB, EC, EX, GO, GS, LA, LB, LC, LO, LR, LS, NO, RV and SF.

6. DEDICATED ACCESS SERVICES

6.4 Description of Supplemental Features (Cont'd)6.4.3 Signaling Arrangements (Cont'd)

The customer identified NCI and SEC NCI codes will be considered the customer's request for signaling. The Telephone Company will endeavor to provide the specific signaling protocols requested by the customer. In those cases where facilities and equipment are not available to meet the customer's specific requests, the Telephone Company will provide the customer acceptable alternate protocols. Sections 3300, 6000 and 7000 of the GTE Technical Interface Reference Manual provide detailed technical descriptions of the signaling protocols normally available with each service offering. To properly provision SF signaling, when associated signaling code, is DS (PCM), additional information of SF requirements (loop signaling type DX/E&M or ringdown) must accompany the customer's order.

Signaling arrangement charges apply whenever interfaces at the customer premises or at the customer's Telephone Company serving wire center require a signaling arrangement other than those provided with the Terminating Options in 6.3.2 preceding. Signaling Arrangements will be charged on a per Local Channel basis. Specifically, a signaling charge applies if the signaling protocol characters in the NCI and the SEC NCI fields are different and include one of the following codes: RV, EX, SF, DX, DY, DS, AB.

For the above conditions, one additional signaling charge applies for each additional leg of multipoint circuit. When a Multiplexing Arrangement is ordered that converts a single higher capacity or bandwidth circuit into several lower Voiceband circuits, the Voiceband Signaling Arrangements are provided as part of the Multiplexing Arrangement, and no additional Signaling Arrangement charges will apply.

A signaling charge applies in addition to any other applicable signaling charge when loop range extension equipment is required. The Telephone Company will obtain customer approval for signaling range extension equipment.

Listed below are the Signaling Arrangements offered under this tariff:

- (A) Loop Signaling Range Extension - An arrangement to extend the metallic resistance limitations of loop type signaling.
- (B) Conversion of Loop or E&M Signaling to SF - An arrangement to convert loop or E&M signaling to the single frequency signaling format.
- (C) E&M to DX Signaling Conversion - Conversion of E&M signaling to the DX signaling format.
- (D) E&M to Loop Signaling Conversion - Conversion of E&M signaling format to the loop type signaling.
- (E) Loop or E&M to PCM Signaling - Conversion of loop or E&M signaling to the digital (PCM) signaling format.
- (F) Automatic Ringdown Signaling (ARD) - A signaling arrangement on a two-point Dedicated Access which converts loop seizure at one end of the facility into ringing signal at the opposite end.

6.4.4 Echo Canceller

An arrangement provided at the customer's request to cancel reflected speech energy on a four-wire facility. This conditioning is generally required on circuits with long propagation delay. Echo canceller is charged on a per Local Channel circuit basis.

6.4.5 Improved Return Loss

Improved Return Loss provides for increased echo return and singing return parameters of an effective two-wire channel. This optional feature is available with certain Voiceband services at a two-wire point of termination when the transmission interface is four-wire at one CDL and two-wire at the other CDL. Placement of Telephone Company equipment may be required at the customer's premises with the two-wire point of termination.

Improved Return Loss rates and charges will apply on a per Local Channel basis at the rates specified in 6.7.2(B) following. Technical parameters and the applicable Voiceband services are specified in Section 7000 of the GTE Technical Interface Reference Manual.

6. DEDICATED ACCESS SERVICES

6.4 Description of Supplemental Features (Cont'd)

6.4.6 Voiceband Facility Switching Arrangement

An arrangement to provide switching between two Voiceband Dedicated Access Services. This arrangement may require a Voiceband control circuit to control the switching arrangement at an additional charge.

6.4.7 Automatic Protection Switch

Consists of special switching equipment placed at both ends of a duplicate DS1 facility (i.e., DS1, High Capacity Circuit) for automatic switching to the duplicate (standby) facility in the event the active facility is inoperative.

Duplicate facilities may terminate at a serving wire center, a CDL or both. The option provided under this tariff only includes the APS(s) located at a serving wire center(s). When the duplicate facility terminates at a CDL, the customer will be responsible for providing the associated APS and ensuring it is compatible with the Telephone Company provided switch if appropriate.

The duplicate facilities are not a part of this supplemental feature.

6.4.8 Improved Termination Option

Improved Termination provides for a fixed 600 ohm impedance, an increased range of transmission levels, and simplex reversal (when applicable) on an effective four-wire channel. This optional feature is available with most Voiceband services with a four-wire point of termination. Telephone Company equipment is required at the customer's premises where this option is ordered.

The Improved Termination option will be ordered and rates and charges, as set forth in 6.7.2(B) following, will apply on a per Local Channel basis. Technical parameters and the applicable Voiceband services are specified in Section 7000 of the GTE Technical Interface Reference Manual.

6.4.9 Improved Equal Level Echo Path Loss Option

This option provides improved echo control parameters for an effective two-wire channel at a four-wire point of termination. Placement of Telephone Company equipment may be required at the customer's premises with the two-wire point of termination.

The term "Equal Level Echo Path Loss" (ELEPL) represents the measure of Echo Path Loss (EPL) at a four-wire interface which is corrected by the difference between the send and receive Transmission Level Point (TLP), i.e., $ELEPL = EPL - TLP(\text{send}) + TLP(\text{receive})$.

Improved ELEPL rates and charges will apply on a per Local Channel basis at the rates set forth in 6.7.2(B) following. Technical parameters are specified in Section 7000 of the GTE Technical Interface Reference Manual.

6.4.10 Digital Data Service Secondary Channel

This feature is offered on an optional basis to customers of Digital Data Service. It is a separate, slower speed digital channel that operates in parallel with the companion Digital Data Service primary channel. The secondary channel allows for remote control and testing of the network and peripheral devices without taking the network out of service and without lowering the speed of the primary Digital Data Service channel. This feature is not available with 19.2 Kbps or 64 Kbps Digital Data Service.

Rates and charges as set forth in 6.7.5(B) will apply on a per Digital Data Service Local Channel basis (each end of a two-point circuit and all ends of a multi-point circuit).

6. DEDICATED ACCESS SERVICES

6.4 Description of Supplemental Features (Cont'd)6.4.10 Digital Data Service Secondary Channel (Cont'd)

The provisioning of this option to existing Digital Data Service requires the discontinuance of the existing Digital Data Service and the establishment of new Digital Data Service for both ends of a two-point circuit and all ends of a multi-point circuit. The Initial Ordering Charge plus the Service Installation Charge, as specified in 6.6.1(B) will apply. These charges are in addition to the nonrecurring charges associated with the installation of Digital Data Service.

6.5 Description of Multiplexing Arrangements

Multiplexing Arrangements provide the function to convert a single higher capacity or bandwidth circuit for bulk transport to several lower capacity or bandwidth circuits. Cascading multiplexing occurs when a high capacity analog or digital channel is de-multiplexed to provide channels with a lesser capacity and one of the lesser capacity channels is further de-multiplexed. For example, a DS3 may be de-multiplexed to twenty-eight DS1 facilities and then the DS1 facilities may be further de-multiplexed to twenty-four Voiceband channels.

When cascading multiplexing is performed in the same or different Hub Wire Center, a charge for the additional multiplexing unit will also apply. When cascading multiplexing is performed at a different Hub Wire Center, Interoffice Channel will also apply between the involved Hub Wire Centers.

Listed below are the multiplexing arrangements offered under this tariff.

(A) DS1 to Voice

An arrangement that multiplexes twenty-four voice grade circuits to a single DS1 digital circuit at a rate of 1.544 Mbps, or multiplexes a single DS1 digital circuit at a rate of 1.544 Mbps to twenty-four voice grade circuits. If this DS1 terminates in a DDS hub, a channel(s) of the DS1 can be used to provide DDS; however, DDS service stops at the DS1 interface.

Up to 16 channels of this DS1 can be used for Direct Digital Service (DDS-like service) with the assurance that circuit performance parameters will be met. If more than 16 channels are used for DDS-like service, the performance parameters for the DS1 and all circuits riding the DS1 will not be guaranteed.

FT1 can be used in conjunction with DS1 to Voice Multiplexing in groupings of N x 56 Kbps or N x 64 Kbps where N = 2, 4 or 6, to a single DS1 digital circuit at a rate of 1.544 Mbps.

(B) DS3 to DS1

An arrangement that multiplexes twenty-eight DS1 digital circuits to a single DS3 digital circuit at a rate of 44.736 Mbps, or multiplexes a single DS3 digital circuit at a rate of 44.736 Mbps to twenty-eight DS1 digital circuits.

(C) Digital Data Carrier Multiplexer

An arrangement that multiplexes a single DS1 1.544 Mbps digital circuit to twenty-three DSO digital ports for connection to either a subrate data multiplexer as described in 6.5(D) following or 56 Kbps digital circuits.

(D) Digital Data Subrate Multiplexer

Used with cascading multiplexing, the Digital Data Subrate Multiplexer is an arrangement that multiplexes the following quantities of subrate digital data circuits into a single DSO digital port: 1) twenty 2.4 Kbps, 2) ten 4.8 Kbps or 3) five 9.6 Kbps. In turn, the DSO digital port is then multiplexed to a single DS1 digital circuit using the Digital Data Carrier Multiplexer described in 6.5(C) preceding.

6. DEDICATED ACCESS SERVICES

6.6 Rate Regulations

This section contains specific regulations governing the rates and charges that apply for Dedicated Access Service.

6.6.1 Types of Rates and Charges

The rates and charges are described as follows:

(A) Monthly Rates

Monthly rates are recurring charges that apply each month or fraction thereof that a Dedicated Access Service is provided. For billing purposes, each month is considered to have 30 days.

Digital Data Access Service is offered under two term commitment plans. Term commitment plan rates are available in payment periods from twenty-two to forty-two months and in payment periods from forty-three to sixty months under conditions specified in the Channel Services Payment Plan in 6.6.11 of this Tariff. In the even the customer terminates the service prior to the completion of the term commitment, the Termination Liability in Section 6.6.10 of this tariff will apply.

(B) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity, (i.e., installation of service or change to an existing service). The types of nonrecurring charges that apply for Dedicated Access Service are those listed below.

(1) Dedicated Access Ordering Charges

Dedicated Access Ordering Charges are associated with the work performed by the Telephone Company in connection with the receiving, recording and processing of customer service requests. There are two types of service ordering charges.

(a) Initial Ordering Charge - Dedicated Access

This charge applies on a per Access Service Request (ASR) basis, including those requests to add additional termination to an existing service.

(b) Subsequent Ordering Charge - Dedicated Access

This charge applies on a per ASR basis for modifications to an existing service. This would include activities such as:

- Additions of supplemental features and multiplexing arrangements.
- Changes in the type of transport rate option from Switched Transport to Interoffice Channel for FGA and FGB Switched Access Service as described in 5.1 preceding.

6. DEDICATED ACCESS SERVICES

6.6 Rate Regulations (Cont'd)

6.6.1 Types of Rates and Charges (Cont'd)

(B) Nonrecurring Charges (Cont'd)

(2) Installation Charge

- (a) The Service Installation Charge is associated with the work performed by the Telephone Company in connection with the physical installation activities involving central office and/or outside plant facilities. This charge applies on a per Local Channel basis for the installation of service, and for additional terminations to existing service.

This charge does not apply to installations involving DS1 Service. The installation charge for this service is set forth in 6.6.1(D)(5).

- (b) The nonrecurring charge for the Interoffice Channel mileage will be applied each time the Interoffice Channel rate element is applicable.

The nonrecurring charges for the installation of Services are set forth in 6.7 following as nonrecurring charges for the Local Channel Rate Element and the Interoffice Channel Rate Element.

(3) Design Change Charge

The customer may request a design change to the service ordered. A design change is any change to a pending ASR for Dedicated Access Service which requires engineering review. Design changes include such things as the addition or deletion of supplemental features or changes in the terminating options. Design changes do not include a change of IC CDL or end user premises when its serving wire center changes or Dedicated Access service type (e.g., 2-wire to 4-wire Voiceband). Changes of this nature will require the issuance of a new ASR and the cancellation of the original ASR. The cancellation charges apply as set forth in 4.2.6 preceding.

The Telephone Company will review the requested change, notify the customer whether the change can be accommodated and specify if a new service date is required. If the customer authorizes the Telephone Company to proceed with the design change, a Design Change Charge will apply.

The Design Change Charge, as set forth in 6.7.1 following, will apply on a per ASR per occurrence basis, for each ASR requiring a design change.

If a change of service date is required, the Service Date Change Charge as set forth in Section 5 preceding will also apply.

6. DEDICATED ACCESS SERVICES

6.6 Rate Regulations (Cont'd)

6.6.1 Types of Rates and Charges (Cont'd)

(B) Nonrecurring Charges (Cont'd)

(4) Installation of Supplemental Features and Multiplexing Arrangements

Nonrecurring charges apply for the installation of supplemental features and multiplexing arrangements available with Dedicated Access service. The charge applies whether the feature or multiplexing arrangement is installed coincident with the initial installation of service or at any time subsequent to the installation of service. These charges are in addition to the appropriate Dedicated Access Ordering Charge as set forth in 6.6.1(B)(1) preceding.

(5) Installation of DS1, FT1 and FiberConnect Local Channels

(A) DS1 Standard Arrangements

There are two levels of NRC and monthly charges for the installation of a DS1 Local Channel as set forth in 6.7.5(A). The "First System" charge is assessed per Local Channel for the first DS1 service ordered by a customer between CDLs or a hub wire center. When the same customer requests additional DS1 service on the same ASR, to be installed at the same time and between the same CDLs as the "First System" DS1 Local Channel, the lesser charge under "Additional System" will apply.

(B) DS1 Optional Payment Plan (OPP) Arrangements

Customers subscribing to the OPP arrangements at rates set forth in 6.7.5(C) will not be assessed a nonrecurring charge (NRC) for initial installation of a "First System" DS1 Local Channel. For each "Additional System" DS1 Local Channel, the NRC as set forth in 6.7.5(A) will apply. In addition, under an OPP, the "Additional System" DS1 Local Channel may be ordered as set forth in 6.6.10(A) at any time by the same customer between the same CDL and its serving wire center or hub wire center as the "First System" DS1 Local Channel.

The NRC for installation of a "First System" DS1 Local Channel as set forth in 6.7.5(A) will apply to existing DS1 OPP customers when required for changes and other service rearrangements as set forth in 6.6.

The NRC for installation of a FT1 OPP Local Channel will apply to existing FT1 OPP customers when required for changes and other service rearrangements as set forth in 6.6.1(B)(7).

(C) FiberConnect Service Optional Payment Plan (OPP) Arrangement

Customers subscribing to the FiberConnect OPP arrangements, at rates set forth in 6.7.7 will be assessed a nonrecurring charge. The NRC represents the termination of four DS1 equivalent SALs on a single fiber optic transmission system. The customer must order four DS1s and indicate on the ASR the Network Channel Interface (NCI) code for either electrical or fiber optic termination.

The NRC for installation of a FiberConnect OPP SAL as set forth in 6.7.7(A)(1) or 6.7.7(A)(2) will apply to existing FiberConnect OPP customers when required for changes and other service rearrangements as set forth in 6.6.1(B)(7).

6. DEDICATED ACCESS SERVICES

6.6 Rate Regulations (Cont'd)

6.6.1 Types of Rates and Charges (Cont'd)

(B) Nonrecurring Charges (Cont'd)

(6) Installation of Digital Data Service

There are two nonrecurring charges associated with the installation of DDS Local Channel facilities. The first is for the provisioning of the Local Channel, Section 7.7.1, Service Installation Charge. The second is for the provisioning of the customer specified transmission speed of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps; the nonrecurring charge as specified in Section 6.7.3(A) will apply. At initial installation, or for the provisioning of additional DDS Local Channel facilities, both charges apply. For a change request, the provisioning of a higher or lower transmission speed associated with existing facilities, only the nonrecurring charge as specified in 6.7.3(A) per changed Local Channel will apply.

(7) Service Rearrangements

Service rearrangements are changes to existing (installed) services which may be administrative only in nature, as set forth following, or involve an actual physical change to the service. Changes to pending orders are set forth in 4.2.2 preceding.

Changes in the type of service will be treated as a discontinuance of the service and an installation of a new service.

Changes in the physical location of the point of termination are treated as moves which are described and charged for as set forth in 6.6.4 following.

Changes in ownership or transfer of responsibility from one customer to another requires the discontinuance of service and the start of a new service. The Initial Ordering Charge - Dedicated Access and any appropriate Minimum Period Charges will apply per service, per change.

Administrative changes will be made without charge(s) to the customer. Such changes require the continued provision and billing of the Dedicated Access Service to the same entity (i.e., customer remains responsible for all outstanding indebtedness for the Access Service). Administrative changes are as follows:

- Change name, same customer (i.e., the customer of record does not change but rather the customer of record changes its name),
- Change of customer or customer's end user premises address when the change of address is not a result of a physical relocation of equipment,
- Change in billing data (name, address, or contact name or telephone number),
- Change of customer circuit identification,
- Change of billing account number,
- Change of customer test line number,
- Change of customer or customer's end user contact name or telephone number,
- Change of agency authorization, and
- Change in jurisdiction involving no physical changes to the service.

6. DEDICATED ACCESS SERVICES

6.6 Rate Regulations (Cont'd)

6.6.1 Types of Rates and Charges (Cont'd)

(B) Nonrecurring Charges (Cont'd)

(7) Service Rearrangements

All other service rearrangements will be charged for as follows:

- If the change involves the addition of another termination to an existing multipoint service, the Initial Ordering Charge - Dedicated Access will apply plus the Service Installation charge for each location added.
- If the change involves the addition of supplemental feature or multiplexing arrangement, the Subsequent Ordering Charge - Dedicated Access will apply plus the installation charge associated with the supplemental feature or arrangement.
- If the change involves changing the type network interface only, with no change in facility, the Subsequent Ordering Charge - Dedicated Access will apply plus an amount equal to one half of the appropriate service installation charge for each location changed.
- If the change involves changing a two-wire service to a four-wire service or vice versa, the Subsequent Ordering Charge - Dedicated Access will apply plus the Service Installation charge for each location changed.
- If the change involves the retermination of an existing circuit within the wire center only, in association with the installation of high capacity facilities and/or multiplexing arrangements, the Subsequent Ordering Charge - Dedicated Access will apply plus an amount equal to one half the appropriate service installation charge.
- If the change involves the retermination of an existing circuit within a wire center and a change in the facilities involved (i.e., rollover, reroute), in association with the installation of high capacity facilities and/or multiplexing arrangements, the Subsequent Ordering Charge - Dedicated Access will apply plus the appropriate service installation charge for the location involved.
- In cases where multiple service rearrangements or an additional termination or a move and a service rearrangement are requested on a single ASR, the total charge will never exceed the full nonrecurring charge for the basic service.

6.6.2 Minimum Periods

Dedicated Access is provided for a specified minimum period. Minimum periods and minimum period charges are described in Section 4 preceding.

6.6.3 Mileage Measurement

The mileage to be used to determine the monthly rate for the Interoffice Channel is calculated on the airline distance between the serving wire centers involved (i.e., CDL serving wire center or Hub Wire Center or WATS Serving Office). The serving wire center V&H coordinates and the method of calculation are specified in the ECA Tariff FCC No. 4. Where the calculated miles include a fraction, the value is always rounded up to the next full mile.

6. DEDICATED ACCESS SERVICES

6.6 Rate Regulations (Cont'd)6.6.3 Mileage Measurement (Cont'd)

When there is a Hub Wire Center involved, the Interoffice Channel mileage will be measured from the Hub Wire Center to the serving wire centers of each of the CDLs connected to the hubbed facilities. Mileage is computed for each section and rates are applied accordingly. However, when a Dedicated Access facility is routed through a Hub Wire Center for purposes other than customer specified such as bridging or multiplexing (e.g. the Telephone Company chooses to so route for test access purposes), rates will be applied only to the distance calculated between the wire centers serving the CDLs. For the purpose of applying multipoint charges, the bridging or hubbing locations are determined by that combination of airline distances connecting the serving wire center which will produce the lowest interoffice mileage charges.

6.6.4 Moves

A move involves a change in the physical location of the point of termination of Dedicated Access. The charge for the move depends on whether the move is within the same CDL or to a different CDL.

(A) Same CDL

When the move is to a new point within the same CDL (same address and/or same building), the charge for the move will be the Subsequent Ordering Charge - Dedicated Access plus an amount equal to one half the appropriate installation charge for the service termination affected. There will be no change in the minimum period requirements. For services subject to payment plan regulations, the customer will keep the same payment period in force.

(B) Different CDL

- (1) When the move is to a different CDL (different address and different building), except as specified below, it will be treated as a disconnect and an installation of service. The Initial Ordering Charge - Dedicated Access will apply plus the appropriate service installation charge for the service termination(s) affected. A new minimum period will be established for the installed Dedicated Access Service. The customer will remain responsible for all minimum period charges associated with the disconnected Dedicated Access Service. For services subject to payment plan regulations, a new payment plan will be established and full assessment of the remaining liabilities will be applicable.
- (2) When the move is to a different CDL but served by the same serving wire center, the following conditions apply:
 - A change ASR will be required.
 - Subsequent Ordering Charge - Dedicated Access will apply plus the appropriate service installation charge for the service termination(s) affected.
 - For Dedicated Access services subject to payment plan regulations, if the customer of record remains the same with no lapse in service, the Subsequent Ordering Charge - Dedicated Access and appropriate NRCs apply. Otherwise, the move will be treated as a disconnect and an installation of service and all appropriate NRCs and full assessment of the remaining liabilities will be applicable.

A move normally involves an interruption of Dedicated Access for the period required to complete the move. No credit allowance will be granted for that period. Special Construction as set forth in Section 12 may also be applicable at the different CDL.

6. DEDICATED ACCESS SERVICES

6.6 Rate Regulations (Cont'd)

6.6.4 Moves (Cont'd)

(B) Different CDL (Cont'd)

(2) (Cont'd)

A customer may request that Dedicated Access not be interrupted during a move. To comply with that request, it may be necessary to install a duplicate Dedicated Access, and subsequently discontinue the existing Dedicated Access. Charges, monthly and nonrecurring, will apply for the duplicate Dedicated Access. A new minimum period will be established for the duplicate portion of the Dedicated Access, depending on which end of the Dedicated Access is moved. The customer will remain responsible for all minimum period charges associated with the corresponding portion of the disconnected Dedicated Access.

6.6.5 Rates and Charges on an Individual Case Basis

(A) The monthly rates and nonrecurring charges for the following service offerings will be developed on an Individual Case Basis:

- Full-time Videoband Facilities

(B) The monthly rates and nonrecurring charges for the following Supplemental Features will be developed on an Individual Case Basis:

Dataphone Select-a-Station Bridging Common Equipment - Addressable.
Dataphone Select-a-station Bridging - Each Four-Wire Port.

6.6.6 Hub Wire Centers

A Hub Wire Center is a Telephone Company designated serving wire center at which bridging or multiplexing arrangements are provided. Bridging is used to connect three or more CDLs in a multipoint arrangement. The multiplexing arrangements channelize analog or digital facilities to individual services requiring a lower capacity or bandwidth.

Although Hub Wire Centers are defined as serving wire centers at which bridging or multiplexing arrangements are performed, they are not limited to providing these functions and may provide any other types of Dedicated Access services offered in this tariff.

The Telephone Company will designate the Hub Wire Center locations. Different locations may be designated as Hub Wire Centers for different functions, such as bridging or multiplexing arrangements, for different facility capacities (e.g., multiplexing from digital to digital may occur at one wire center while multiplexing from digital to analog may occur at a different wire center). The location of Hub Wire Centers and the types of hubbing functions offered at that location are identified in the ECA Tariff FCC No. 4.

Some of the types of multiplexing provided include the following:

- from higher to lower bit rate,
- from higher to lower bandwidth,
- from digital to voice grade service.

The transmission performance for the end to end Dedicated Access provided from CDLs will be that of the lower capacity or bit rate. For example, when a DS1 Dedicated Access is multiplexed to voice frequency circuits, the transmission performance will be Voiceband, not High Capacity.

6. DEDICATED ACCESS SERVICES

6.6 Rate Regulations (Cont'd)

6.6.6 Hub Wire Centers (Cont'd)

Individual Special Access rates (by Special Access type) will apply for the Local Channel and additional Interoffice Channel facilities (if required) for each channelized Dedicated Access. These will be billed to the customer specified on the ASR as each individual Dedicated Access is installed. The appropriate application of rate elements is specified in 6.6.7(B). Shared use of a digital high capacity facility is provided for in 6.6.7(A).

6.6.7 Shared Use Analog and Digital High Capacity Services

Monthly charges for a DS1 or DS3 high capacity shared used facility will be apportioned between Switched and Dedicated Access based on the relative proportion of channels used for switched and dedicated access in the following manner.

If the facility is ordered as Dedicated Access Service, rating as Dedicated Access Service will continue until such time as a portion of the available capacity is used to provide Switched Access service. As individual channels are activated for Switched Access, monthly charges will be apportioned between Switched and Dedicated Access based on the number of channels used for Switched Access and the number of remaining channels on the Dedicated Access facility according to the following formula:

- The total shared use charge is equal to the Monthly Switched Access Charge times the number of channels used for Switched Access divided by 24 for DS1 or 672 for DS3 plus the monthly Dedicated Access Charge times the number of channels remaining for Dedicated Access divided by 24 for DS1 or 672 for DS3.

If the facility is ordered as Switched Access, rating as Switched Access will continue until such time as a portion of the available capacity is used to provide Dedicated Access service. As individual channels are activated for Dedicated Access, monthly charges will be apportioned between Switched and Dedicated Access based on the number of channels used for Dedicated Access and the number of remaining channels on the Switched Access Facility according to the following formula:

- The total shared use charge is equal to the Monthly Dedicated Access Charge times the number of channels used for Dedicated Access divided by 24 for DS1 or 672 for DS3 plus the monthly Switched Access Charge times the number of channels remaining for Switched Access divided by 24 for DS1 or 672 for DS3.

The monthly Switched and Dedicated Access rate used will be the appropriate rate (Dedicated Access Local Channel, Transport and/or Multiplexer and/or Cross Connect Arrangement and Switched Access Entrance Facility, Direct-Trunked Transport and/or Multiplexer and/or Cross Connect Arrangement) for the underlying shared use facility, i.e., if the underlying facility is a Dedicated Access DS1 service, the corresponding Switched Access DS1 Transport will be used to determine the Switched Access monthly charges.

Shared use of Dedicated Access, Fractional T1 (FT1) and FiberConnect is not available.

Where shared use of a DS3 Cross Connect arrangement for EIS is desired, it must be ordered as Switched Access DS3 Cross Connect Service.

6.6.8 Dedicated Access Services Capable of Using the Local Exchange Network

(A) General

When a Local Channel, intraLATA interexchange private line or Private Bypass facility is connected to a device capable of interconnecting the Local Channel, intraLATA interexchange private line or Private Bypass facility to the Local Exchange Network, the Exchange Service Rate associated with that device will be rated as Message or Measured Service as specified in the Telephone companies catalog or tariff.

6. DEDICATED ACCESS SERVICES

6.6 Rate Regulations (Cont'd)

6.6.8 Dedicated Access Services Capable of Using the Local Exchange Network (Cont'd)

(B) Application of Measured or Message Service

For new Dedicated Access service, intraLATA interexchange private line or Private Bypass facilities terminating for an end user at the same address at which a PBX trunk or other similar exchange service is also provided, that exchange service will automatically be rated on a Measured or Message basis unless the certification process described in (C) following is met. Measured or Message service rates will be applied at the discretion of the Telephone Company for exchange services not certified by the process described in (C) following.

(C) Certification Process

The certification will be in the form of a written notification to the Telephone Company certifying that calls are not completed into the Local Exchange Network over the Local Channel, intraLATA interexchange private line or Bypass Facility. The notification may be provided at the time new service is ordered, or at such time the Dedicated Access service, intraLATA interexchange private line or Bypass Facility is reterminated to a device not capable of interconnecting to the local exchange network. If a written certification is not received at the time an order for service is placed, message/measured exchange service will apply. Exempt status will become effective on the date certification is received by the Company.

(D) Change of Status

The Company will cease billing message/measured exchange service rates when certification that the service has become exempt as set forth in (C) preceding is received.

6.6.9 DS3 High Capacity Service

(A) DS3 Rate Structure

3-System DS3: 3-System DS3 SALs are provided as a system offering. The interface provided is electrical. Additional SALs may only be added with the same interface as the first system. All DS3 SALs are non-distance sensitive.

Under a 3-System DS3, additional DS3 SALs, up to a maximum of two, may be ordered by the same customer, between the same CDL and serving wire center.

Individual DS3: This option provides individual DS3 service.

3-System DS3s and Individual DS3s may be ordered as protected SALs with an electrical interface. A DS3 SAL provides a spare transmission path (transmit and receive) connected to an automatic protection switch. In the event of failure in the primary service, traffic will be automatically transferred to the spare transmission facilities. The spare transmission path will normally be provided on the same route as the primary path. When a customer orders a DS3 SAL, the customer may request that the spare transmission path be provided via an alternate route provisioned as the Telephone Company may elect. If common points for the primary and alternate route become necessary, these points will be identified by the Telephone Company and provided to the ordering customer. Should the routing arrangement require special routing requirements specified by the customer, other rates and regulations as set forth in Section 11 or Section 12 may be applicable.

A customer may order the same or different type of DS3 SALs for each CDL(s) at which DS3 service is terminated.

When a customer requests the disconnect of a DS3 service in the 3-System DS3, an Additional System DS3 SAL must be disconnected first. When only the first DS3 service exists, that service will be disconnected.

6. DEDICATED ACCESS SERVICES

6.6 Rate Regulations (Cont'd)

6.6.9 DS3 High Capacity Service (Cont'd)

(B) Minimum Service Periods

Individual DS3s and 3-System DS3s are offered under three minimum term-commitment periods, each with different rate levels. The minimum term-commitment periods are 1, 3, and 5 years. The customer must specify the minimum term-commitment period at the time the term commitment is ordered. First and additional DS3 SALs (3-System DS3s) can have a different minimum term-commitment period. However, each DS3 SAL of a two-point DS3 term commitment must have the same minimum term-commitment period.

The customer may select a longer minimum term-commitment period at any time, without penalty or application of nonrecurring charges, to obtain the lower monthly recurring rates associated with a longer minimum term commitment period. When the customer selects this option, no credit toward the new term commitment period will be given for the amount of time they were under the shorter minimum term commitment period. The new recurring charges will apply subsequent to the effective date of the new minimum term-commitment period.

(C) Expiration of Term-Commitment Period

At the expiration of a term-commitment period, the customer may select a new DS3 commitment period. If the customer does not select a new minimum term-commitment period the Termination Liability in Section 2.8 of this tariff will apply.

(D) Discontinuance Liability - DS3 Minimum Term Commitment Period

In the event the customer terminates the service prior to the completion of the term commitment, the Termination Liability in Section 2.8 of this tariff will apply.

(E) Upgrade to Higher Speed Service

Customers may elect to upgrade DS3 service(s) to a higher speed during a first term-commitment period or subsequent term-commitment periods. The upgraded service will be subject to all appropriate NRCs. Termination Liability in Section 2.8 of this tariff will apply.

(F) DS3 Multiplexer Cross Connect Arrangement

For DS3 multiplexed services, the DS3 Multiplexer Cross Connect arrangement allows a customer to cross connect digital DS1 channels from one multiplexer to another multiplexer. The rate as specified in 7.6.8(D) will apply per cross connect arrangement. If the DS3 multiplexed services are located in different hub wire centers, DS1 special transport will apply in addition to the DS3 cross connect charge. The customer must provide the channel assignments (CFA and SCFA) for both multiplexed services on the ASR.

6. DEDICATED ACCESS SERVICES

6.6 Rate Regulations (Continued)

6.6.10 Optional Payment Plan (OPP)

(A) General

- (1) The terms and conditions specified herein are applicable to FT1, FiberConnect and DS1 services. Additional terms and conditions for DS1 OPP are set forth in 6.6.10(H).
- (2) Only the Local Channel rate element is available under an OPP. All other associated rate elements or additional features are available at the standard month-to-month tariffed rates and regulations.
- (3) FT1 and DS1 OPP Local Channel rates will not be greater than standard month-to-month Local Channel rates. FiberConnect is not available on a month-to-month basis.
- (4) Three year and five year OPP rates will be equal to or less than the one year OPP rates. Decreases to the one year OPP will flow through to the three year and five year OPP.
- (5) Payment periods of one year, three year, and five year are available to all customers at the applicable rates set forth in 6.7.8 regardless of when they subscribe to an OPP arrangement.
- (6) The customer must designate on the ASR the payment period for the OPP.
- (7) Inside moves, provided in accordance with 6.6.4, will apply termination liability charges as stated in Section 2.8 of this tariff.
- (8) Outside moves provided in accordance with 6.6.4(B)(2) will allow the customer to retain the same OPP payment period. Outside moves will apply termination liability charges as stated in Section 2.8 of this tariff.

(B) Changes in Length of OPP Period

Prior to the completion of the selected OPP period, the customer may elect to convert to a new OPP period of the same or different length, subject to the following conditions:

- No credit toward the new payment period will be given for payments made under the original OPP arrangement.
- Nonrecurring charges will not be reapplied for existing service(s).
- If the new OPP period is shorter in length than the time remaining under the existing OPP, the change to the new OPP period constitutes a disconnect of the existing OPP service and termination liability charges apply.

(C) Renewal Options

- (1) Conversion to a different OPP period will require the customer to submit a change order ASR. Conversion to a different OPP period will be allowed without application of any nonrecurring or ordering charges.
- (2) Conversion to month-to-month rates will be treated as a disconnect of service and establishment of new service. If no other changes are ordered, only the Initial Ordering Charge-Dedicated Access will apply per required ASR.

6. DEDICATED ACCESS SERVICES

6.6 Rate Regulations (Cont'd)

6.6.10 Optional Payment Plan (OPP) (Cont'd)

(D) Notification of Discontinuance

An ASR for discontinuance of an OPP arrangement must be received by the Telephone Company at least thirty (30) days prior to actual disconnect of service. Monthly charges will apply for a period of thirty (30) days from the date the Telephone Company receives disconnect notification or until the requested disconnect date, whichever period is longer.

(E) Upgrade to Higher Speed Service

Customers may elect to upgrade service(s) to a higher speed during an OPP period, subject to the following conditions:

- The upgraded service will be subject to all appropriate nonrecurring charges.
- Termination liability charges will apply as stated in Section 2.8 of this tariff.

(F) Termination Liability

See General Regulations, Section 2.8, in the Facilities for Intrastate Access Tariff. The following paragraph replaces paragraph 2 of the Termination Liability language in the General Regulations, Section 2.8, in the Facilities for Intrastate Access Tariff for purposes of this tariff section.

Early termination charges will apply only to those rate elements under a term commitment period. If any rates for the service are increased in excess of ten percent (10%) during the term period, exclusive of any increase due to local, state or federal fees, taxes or surcharges, the customer may terminate the service without incurring an early termination charge.

(G) OPP for DS1 Service

- (1) The terms and conditions of this OPP arrangement apply in addition to the above terms and conditions.
- (2) When a customer elects to participate in an OPP arrangement for DS1 service, only the "First System" DS1 Local Channel rate element is subject to the OPP terms and conditions.
- (3) Ordering and rating of DS1 service under an OPP arrangement is subject to the following conditions:
 - A "First System" DS1 OPP Local Channel must be assessed at a CDL before any "Additional System" DS1 Local Channels can be assessed.
 - Under an OPP arrangement, the same customer can order additional DS1 services at any time subsequent to establishing a "First System" DS1 OPP.
 - Under an OPP arrangement, the same customer can order DS1 services from its CDL to different terminating CDLs. The customer will be rated a "First System" DS1 OPP Local Channel for the first DS1 service at a CDL and the same customer will be rated an "Additional System" DS1 Local Channel for additional DS1 services at the same CDL. In this arrangement, each DS1 service will be rated based on a "First or Additional System" basis at each CDL.

6. DEDICATED ACCESS SERVICES

6.6 Rate Regulations (Cont'd)

6.6.10 Optional Payment Plan (OPP) (Cont'd)

(G) OPP for DS1 Service (Cont'd)

- The installation charge associated with DS1 services ordered under an OPP are set forth in Section 4.6.1(D)(5)(B).
 - When DS1 service is ordered between two CDLs and each Local Channel is rated as "First System" DS1 OPP Local Channels, the same payment period will apply to both Local Channels.
 - When ordering "Additional System" DS1 Local Channels, the customer will be required to provide remarks on the ASR necessary for the Telephone Company to complete the order. The ASR must specify the same customers "First System" DS1 OPP circuit identification (ECCKT) and access service group (ASG) at each CDL in order for the "Additional System" DS1 Local Channel rate to apply.
 - When a customer orders FiberConnect and orders a DS1 OPP arrangement at the other end, the DS1 OPP must be the same payment period as the FiberConnect OPP.
- (4) Should it become necessary for the customer to convert an "Additional System" DS1 Local Channel existing under an OPP arrangement to a "First System" DS1 OPP Local Channel to meet the rating requirement, the following ordering conditions and charges will apply. Credit will not be given for the time in service associated with the discontinued "First System" DS1 OPP Local Channel(s).
- The Subsequent Ordering Charge-Dedicated Access will apply for the required change order ASR when the conversion is to a "First System" DS1 OPP period equal to or greater than the discontinued DS1 OPP period and remains connected at the same CDL.
 - A discontinuance of service ASR and establishment of new service ASR will be required to convert the "Additional System" DS1 Local Channel to a "First System" DS1 OPP Local Channel. The Initial Ordering Charge-Dedicated Access will apply when the conversion is to a "First System" DS1 OPP period that is less than the discontinued DS1 OPP period and remains connected at the same CDL.
 - Both ends of the converted DS1 circuit must have the same payment period; however, termination liability charges will not apply to convert existing Local Channels.
- (5) Upon expiration of an OPP, should the customer choose to convert to month-to-month rates, existing "Additional System" DS1s under the customer's OPP arrangement must also be converted to comply with the rules and regulations set forth in 6.6.1(B)(5). The customer will be required to submit ASRs to a disconnect existing service and establish new service. If no other changes are ordered, only the Initial Ordering Charge-Dedicated Access will apply per required ASR for the conversion. The ordering and installation of further "Additional System" DS1 services will be subject to the standard month-to-month arrangements.
- (6) For conversion of existing month-to-month DS1 service(s) to an OPP arrangement, the customer will be required to submit a change order ASR to convert to the OPP. No service or billing interruption will occur when a customer converts from month-to-month rates to an OPP. If no other changes to the service(s) are ordered, only the Subsequent Ordering Charge-Dedicated Access will apply per required ASR.
- (7) Termination Liability

See General Rules and Regulations, Section 2, in the Facilities for Intrastate Access Tariff. The following paragraph replaces paragraph 2 of the Termination Liability language in the General Rules and Regulations, Section 2, in the Facilities for Intrastate Access tariff for purposes of this tariff section.

6. DEDICATED ACCESS SERVICES

6.6 Rate Regulations (Cont'd)

6.6.10 Optional Payment Plan (OPP) (Cont'd)

(7) Termination Liability

Early termination charges will apply only to those rate elements under a term commitment period. If any rates for the service are increased in excess of ten percent (10%) during the term period, exclusive of any increase due to local, state, or federal fees, taxes, or surcharges, the customer may terminate the service without incurring an early termination charge.

(H) OPP for FT1 Service

A customer may change from DS1 OPP service to an FT1 OPP service subject to the following rate applications. Also, a customer may change the number of channels of an N x 56 Kbps or N x 64 Kbps service to another higher value of N (where N = 2, 4 or 6), subject to the following rate applications:

- The changed service will be subject to all appropriate nonrecurring charges.
- Termination liability charges as stated in Section 2.8 of this tariff will apply.

6.6.11 Digital Data Optional Payment Plan

(A) General

- (1) The regulations specified herein are applicable to specific facilities as indicated in the appropriate sections of this Tariff for channel services.
- (2) Facilities furnished under the Channel Services Payment Plan (CSPP) are subject to all general regulations applicable to the provision of service by the Company as stated elsewhere in this Tariff except as noted herein.
- (3) The CSPP is a payment plan which allows customers to pay fixed or variable rates for channel service equipment and facilities over optional term commitment periods. A specific monthly rate applies for the duration of each period.

(B) Application of Rates and Charges

- (1) In the event that all or any part of a service is disconnected at customer request prior to expiration of any selected payment period of greater than one month's duration, the customer will be required to pay a termination charge as stated in that service's section of this Tariff.
- (2) When customers renew or change the length of their payment period, the rates applicable for the new period are those currently in effect at the time of the renewal or change in the length of the payment period.
- (3) Recurring rates and nonrecurring charges apply according to the appropriate schedules for services offered as associated items to Channel Services, and are filed elsewhere in this Tariff.
- (4) Customer requests for inside moves of service will not affect the term commitment period.

6. DEDICATED ACCESS SERVICES

6.6 Rate Regulations (Cont'd)

6.6.11 Digital Data Optional Payment Plan (Cont'd)

(C) Additions

- (1) Facilities can be added to an existing system where capacity permits. New rates, charges and regulations as stated in the Channel Services section of the Tariff, for any period available under CSPP, may be selected at the rates currently in effect for new customers at the time of the addition.
- (2) Termination charges for premature disconnection of added term services will apply as set forth under Disconnects.
- (4) Nonrecurring charges, as specified in this Tariff, will apply to the added channel services.

(D) Disconnects

- (1) Facilities disconnected from a system prior to the expiration date of the payment period of such services will require termination charges for premature disconnection if applicable.
- (2) The expiration date of the remaining facilities will not be affected.

(E) Moves of Equipment

- (1) The appropriate nonrecurring charges for inside moves for items associated with channel services as specified in this and other Tariffs are applicable. This type movement will not affect the term commitment period.

(F) Requests for Changes in Length of Optional Payment Period

- (1) Subsequent to the establishment of a term commitment with a CSPP period, and prior to the completion of that period, the existing payment period may be replaced by:
 - (a) A currently offered payment period at the current rates, with a length equal to or longer than the time remaining in the existing service agreement, subject to the following conditions:
 - No credit will be given for payments made during the formerly selected period.
 - The new payment period begins with the date requested.
 - The termination liability in Section 6.6.10 of this tariff will apply.
 - Nonrecurring charges will not be reapplied.
 - (b) A currently offered payment period at the current rates, with a length shorter than the time remaining in the existing service agreement, subject to the following conditions:
 - No credit will be given for payments made during the formerly selected period.
 - The new payment period begins with the date requested.
 - The Termination Liability in Section 6.6.10 of this tariff will apply.
 - Nonrecurring charges will not be reapplied.

6. DEDICATED ACCESS SERVICES

6.6 Rate Regulations (Continued)6.6.11 Digital Data Optional Payment Plan (Continued)(G) Renewal Options

- (1) The Renewal Options found in Termination Liability, Section 2.8(C) of this tariff, will apply.
- (2) Any new services added at the time of renewal will be subject to all appropriate nonrecurring charges.
- (3) The Company may discontinue or change any or all renewal options with approval of the appropriate regulatory authority.

6.6.12 Metro Ethernet Interoffice Channel(A) Description

Metro Ethernet Interoffice Channel (Metro Ethernet) provides DS1 transport between two or more serving wire centers located on a Telephone Company fiber optic ring. Metro Ethernet interoffice channel is provided at a flat-rate per month charge per DS1 transport facility, regardless of the number of miles the circuit is routed on the fiber ring.

(B) Conversion of Existing DS1 Transport

Current DS1 Interoffice Channel can be replaced by Metro Ethernet for DS1 Interoffice Channel associated with a Local Channel provided under the Optional Payment Plan (OPP), the Metro Ethernet term selected must be the same as the DS1 Local Channel(s). Where access to Metro Ethernet is made via a multiplexing arrangement in a central office on the fiber ring (i.e., Voiceband to DS1), and there is no associated OPP DS1 Local Channel(s), then the Metro Ethernet Month-to-Month rate will apply.

(C) Term Commitment

When Metro Ethernet is ordered as part of new DS1 service, the Metro Ethernet term must be the same as the term of the Local Channel portion of the DS1 OPP service. Customers with Month-to-Month DS1 Local Channels must select the Month-to-Month Metro Ethernet term.

(D) Discontinuance of Service

If a DS1 OPP Local Channel is discontinued, the Metro Ethernet portion of the circuit will also be discontinued. In the event the customer terminates the service prior to the completion of the term commitment, the Termination Liability in Section 2.8 of this tariff will apply.

If a Month-to-Month DS1 Local Channel is discontinued, DS1 Interoffice Channel for the Metro Ethernet transport portion of the circuit is also discontinued.

Metro Ethernet Interoffice Channel may be converted to standard dedicated access Interoffice Channel rates (i.e., per airline mile) at any time at no charge.

(E) Continuation of Service Off the Ring

Metro Ethernet DS1 circuits can be routed any distance on a fiber optic ring. When the DS1 circuit leaves the ring for continuation on the network normal tariff rates will be assessed for the portion of the route not on the ring.

6. DEDICATED ACCESS SERVICES

6.6 Rate Regulations (Cont'd)6.6.12 Metro Ethernet Interoffice Channel (Cont'd)(F) Renewal Option

When the Metro Ethernet term expires, the customer can renew for any term length as long as the new Metro Ethernet term selected is the same as the Local Channel portion term of the DS1 service (Month-to-Month option for DS1 Month-to-Month services). The Local Channel and Metro Ethernet must have the same term for a new or renewed DS1 service.

(G) Rate Changes

A decrease in the Metro Ethernet monthly recurring charge will be passed on to subscribers of the plan. Metro Ethernet rate increases, however, will not affect the rates of existing term commitments.

(H) Service Availability

Metro Ethernet DS1 transport is available to all DS1 customers in the Telephone Company serving areas in which fiber optic rings are deployed. Metro Ethernet is provided between serving wire centers located on the same fiber optic ring within the Polk, Wimauma, Pasco, Pinellas, Hillsborough and Sarasota/Bradenton metropolitan serving areas.

6.6.13 Dedicated Access Zone Density Rate Plan(A) Description of the Plan

- (1) The Zone Density Rate Plan is a methodology used for rating Dedicated Access services. The Zone Density Plan assigns each Telephone Company wire center into rate zones. Rate zone assignments are established based upon the traffic density of each wire center and are divided into three categories. Rate Zone 1 wire centers have the highest density of service; Rate Zone 2 wire centers have a medium density of service; and Rate Zone 3 wire centers have the lowest density of services.

The Zone Density Plan applies to the following Dedicated Access Services:

- High Capacity DS1 Local Channel
- High Capacity DS1 Hub Termination
- High Capacity DS1 Interoffice Channel
- Automatic Protection Switching
- High Capacity DS1 Optional Payment Plan - Local Channel
- DS1 to Voice Multiplexing Arrangement

- (a) The Local Channel is rated according to the zone of the serving wire center of the CDL.

- (b) Distance Sensitive Interoffice Channel charges:

- When the distance is measured between wire centers within the same rate zone, the distance sensitive transport will be rated according to the zone of the serving wire center of the CDL and the end office.
- When the distance is measured between wire centers in two different zones, the distance sensitive transport will be rated at the higher zone rate.

- (c) Hub Terminations will be rated according to the zone of the end office and the zone of the SWC of the CDL (or other rating point). Each termination is separately rated based on the zone of the terminating location.

FACILITIES FOR INTRASTATE ACCESS

6. DEDICATED ACCESS SERVICES

6.6 Rate Regulations (Cont'd)

6.6.13 Dedicated Access Zone Density Rate Plan (Cont'd)

(A) Description of the Plan (Cont'd)

- (d) Automatic Protection Switching will be rated according to the zone of the serving wire center of the CDL.
- (e) Multiplexing arrangements will be rated according to the zone of the Hub Wire Center.

(B) Rate Zone Assignments

The following wire centers are in Rate Zone 1:

<u>CLLI-CODE</u>	<u>CENTRAL OFFICE NAME</u>
BHPKFLXA	BEACH PARK
BRNDFLXA	BRANDON
CRWDFLXA	CARROLLWOOD
CLWRFLXA	CLEARWATER-MAIN
CNSDFLXA	COUNTRYSIDE
DNDNFLXA	DUNEDIN
FHSDFLXA	FEATHERSOUND
GNDYFLXA	GANDY
LKLDLXA	LAKELAND MAIN
LRGOFLXA	LARGO
LLMNFLXA	LEALMAN
NPRCFLXA	NEW PORT RICHEY MAIN
NGBHFLXA	NORTHGULF BEACH
PNLSFLXA	PINELLAS
SRSTFLXA	SARASOTA-MAIN
SSDSFLXA	SARASOTA SOUTHSIDE
STGRFLXA	ST. GEORGE
SPBGFLXA	ST. PETERSBURG MAIN
SLSPFLXA	SULPHUR SPRINGS
SWTHFLXA	SWEETWATER
TAMPFLXX	TAMPA-MAIN
TAMPFLXE	TAMPA-EAST
TAMPFLXA	TAMPA-TANDEM
TMTRFLXA	TEMPLE TERRACE
UNVRFLXA	UNIVERSITY
WLCRFLXA	WALLCRAFT
WSSDFLXA	TAMPA WESTSIDE
YBCTFLXA	YBOR

6. DEDICATED ACCESS SERVICES

6.6 Rate Regulations (Cont'd)

6.6.13 Dedicated Access Zone Density Rate Plan (Cont'd)

(B) Rate Zone Assignments (Cont'd)

The following Wire Centers are in Rate Zone 2:

<u>CLLI-CODE</u>	<u>CENTRAL OFFICE NAME</u>
BRBAFLXA	BAY
BAYUFLXA	BAYOU
BRTNFLXX	BRADENTON MAIN
ENWDFLXA	ENGLEWOOD MAIN
HGLDFLXA	HIGHLANDS
HDSNFLXA	HUDSON-MAIN
HYPKFLXA	HYDE PARK
INRKFLXX	INDIAN ROCKS
LKLDFLXE	LAKELAND EAST
NRSDFLXA	NORTHSIDE
PLSLFLXA	PALMA SOLA
PSDNFLXA	PASADENA
PTCYFLXA	PLANT CITY-MAIN
SPRGFLXA	SARASOTA SPRINGS
SKWYFLXA	SKYWAY
SPBGFLXS	ST. PETERSBURG-SOUTH
TRSPFLXA	TARPON SPRINGS-MAIN
VENCFLXA	VENICE-MAIN
WVHNFLXC	WINTER HAVEN MAIN

The following Wire Centers are in Rate Zone 3:

<u>CLLI-CODE</u>	<u>CENTRAL OFFICE NAME</u>
ALFAFLXA	ALAFIA
ALTRFLXA	ALTURAS
ANMRFLXA	ANNA MARIA
ABDLFLXA	AUBURNDALE
BBPKFLXA	BABSON PARK
BARTFLXA	BARTOW MAIN
BYSHFLXA	BAYSHORE
BRJTFLXA	BRADLEY
CYGRFLXA	CYPRESS GARDENS
DUNDFLXA	DUNDEE
FRSTFLXA	FROSTPROOF MAIN
HNCYFLXN	HAINES CITY NORTH
HNCYFLXA	HAINES CITY MAIN
INLKFLXA	INDIAN LAKE MAIN
KYSTFLXA	KEYSTONE
LKWLFLXE	LAKE ALFRED
LKWLFLXE	LAKE WALES EAST
LKWLFLXA	LAKE WALES MAIN
LKLDFLXN	LAKELAND NORTH
LNLKFLXA	LAND O'LAKES
LGBKFLXA	LONGBOAT KEY
LUTZFLXA	LUTZ
MNLKFLXA	MOON LAKE
MLBYFLXA	MULBERRY MAIN
MYCYFLXA	MYAKKA-MAIN

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6. DEDICATED ACCESS SERVICES

6.6 Rate Regulations (Cont'd)

6.6.13 Dedicated Access Zone Density Rate Plan (Cont'd)

(B) Rate Zone Assignments (Cont'd)

The following Wire Centers are in Rate Zone 3: (Cont'd)

MNLKFLXA	MOON LAKE
MLBYFLXA	MULBERRY MAIN
MYCYFLXA	MYAKKA-MAIN
NRPTFLXA	NORTH PORT MAIN
OLDSFLXA	OLDSMAR
OSPRFLXA	OSPREY
PLMTFLXA	PALMETTO MAIN
PRSHFLXA	PARRISH
PNCRFLXA	PINECREST
POINFLXA	POINCIANA
PKCYFLXA	POLK CITY MAIN
RSKNFLXA	RUSKIN
SMNLFLXA	SEMINOLE
SNSPFLXA	SEVEN SPRINGS
SEKYFLXA	SIESTA KEY
SGBEFLXA	SOUTHGULF BEACH
SARKFLXA	ST. ARMANDS KEY
THNTFLXA	THONOTOSASSA
VENCFLXS	VENICE-SOUTH
WLCHFLXA	WESLEY CHAPEL
WIMMFLXA	WIMAUMA
ZPHYFLXA	ZEPHYRHILLS-MAIN

6.7 Rates and Charges

6.7.1 Nonrecurring Charges

	<u>Dedicated Access Ordering Charges</u>		<u>Design Change</u>
	<u>Initial Order</u>	<u>Subsequent Order</u>	<u>Per ASR/Per Occurrence</u>
Interexchange Local	\$68.45	\$67.45	\$31.05

6.7.2 Voiceband Facilities

(A) <u>Standard Arrangements</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>		
		<u>First</u>	<u>Additional</u>	
Local Channel				
Two-Wire	\$117.23	\$248.00	\$197.00	(I)
Interexchange Local				
Four-Wire	\$168.21	\$433.00	\$344.00	(I)(T)
Interexchange Local				

ALLISON ELLIS, VP GOVERNMENT AND EXTERNAL AFFAIRS

EFFECTIVE: September 29, 2019
ISSUED: September 26, 2019

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6. DEDICATED ACCESS SERVICES

6.7 Rates and Charges (Cont'd)

6.7.2 Voiceband Facilities (Cont'd)

(A) Standard Arrangements (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>		
		<u>First</u>	<u>Additional</u>	
Interoffice Channel Fixed Rate	\$132.58	\$89.00	--	(I)(T)
Interexchange Local				
Per Airline Mile	\$7.67	--	--	(I)(T)
Interexchange Local				

(B) Optional Arrangements

(1) Bridging

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	
(a) Multipoint Data Bridging, per port	\$15.27	\$120.00	(I)(T)
Interexchange Local			
(b) Voice Conference Bridging, per port	\$15.27	\$120.00	(I)(T)
Interexchange Local			

(2) Conditioning Arrangements – Data

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	
a. Type C	\$18.33	\$87.00	(I)
Interexchange Local			
b. Type DA	\$6.12	\$124.00	(T)
Interexchange Local			
c. Type C - Improved	\$82.44	\$225.00	(I)(T)
Interexchange Local			

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6. DEDICATED ACCESS SERVICES

6.7 Rates and Charges (Cont'd)

6.7.2 Voiceband Facilities (Cont'd)

(B) Optional Arrangements (Cont'd)

(3) Signaling Arrangements – Per Local Channel

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	
a. Loop Signaling Range Extension Interexchange Local	\$18.49	\$96.00	(I)(T)
b. Loop or E&M to SF Interexchange Local	\$38.86	\$93.00	
c. E&M to DX Interexchange Local	\$27.76	\$107.00	
d. E&M to Loop Interexchange Local	\$27.49	\$98.00	
e. Loop or E&M to PCM Interexchange Local	\$11.11	\$35.00	
f. Automatic Ringdown Interexchange Local	\$27.49	\$107.00	
(4) Supplemental Features			
a. Echo Cancellor, per circuit Interexchange Local	\$95.32	\$236.77	
b. Voiceband Facility Switching Arrangement Interexchange Local	\$21.99	\$108.62	(I)(T)

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6. DEDICATED ACCESS SERVICES

6.7 Rates and Charges (Cont'd)

6.7.2 Voiceband Facilities (Cont'd)

(B) Optional Arrangements (Cont'd)

(4) Supplemental Features	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	
c. Improved Return Loss, Per Local Channel Interexchange Local	\$10.64	\$75.03	(I)(T)
d. Improved Termination Option, Per Local Channel Interexchange Local	\$38.76	\$75.03	
e. Improved Equal Level Echo Path Loss, Per Local Channel Interexchange Local	\$10.64	\$75.03	(I)(T)

6.7.3 Digital Data Service Facilities (2.4, 4.8, 9.6, 19.2, 56, 64 Kbps)

(A) Local Channel

(1) Per Point of Termination	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>		
Interexchange Local		<u>First</u>	<u>Additional</u>	
(a) 2.4 kbps	\$241.06	\$390.00	\$125.00	(I)
(b) 4.8 kbps	\$241.06	\$390.00	\$125.00	(T)
(c) 9.6 kbps	\$241.06	\$390.00	\$125.00	
(d) 19.2 kbps	\$241.06	\$390.00	\$125.00	
(e) 56.0 kbps	\$337.56	\$390.00	\$125.00	
(f) 64 kbps	\$337.56	\$390.00	\$125.00	(T)
(2) Hub, Termination, Per Local Channel				
Interexchange Local				
(a) 2.4 kbps	\$45.94	\$70.00	\$49.00	
(b) 4.8 kbps	\$45.94	\$70.00	\$49.00	(T)
(c) 9.6 kbps	\$45.94	\$70.00	\$49.00	
(d) 19.2 kbps	\$45.94	\$70.00	\$49.00	
(e) 56.0 kbps	\$135.84	\$70.00	\$49.00	
(f) 64 kbps	\$135.84	\$70.00	\$49.00	(I)(T)

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6. DEDICATED ACCESS SERVICES

6.7 Rates and Charges (Cont'd)

6.7.3 Digital Data Service Facilities (2.4, 4.8, 9.6, 19.2, 56, 64 Kbps) (Cont'd)

(A) Local Channel (Cont'd)

(3) Local Channel Term Commitment Rates
Per Point of Termination

	24 to 42 Months	43 to 60 Months	<u>Nonrecurring Charge</u>		
			<u>First</u>	<u>Additional</u>	
Interexchange Local					
(a) 2.4 kbps	\$124.61	\$119.45	\$390.00	\$125.00	(I)
(b) 4.8 kbps	\$124.61	\$119.45	\$390.00	\$125.00	(T)
(c) 9.6 kbps	\$124.61	\$119.45	\$390.00	\$125.00	
(d) 19.2 kbps	\$124.61	\$119.45	\$390.00	\$125.00	(T)
(e) 56.0 kbps	\$165.42	\$152.71	\$390.00	\$125.00	
(f) 64 kbps	\$165.42	\$152.71	\$390.00	\$125.00	(I)(T)

(4) Term Commitment Rates for Hub Termination,
Per Local Channel

	24 to 42 Months	43 to 60 Months	<u>Nonrecurring Charge</u>		
			<u>First</u>	<u>Additional</u>	
Interexchange Local					
(a) 2.4 kbps	\$23.58	\$22.92	\$70.00	\$49.00	(I)
(b) 4.8 kbps	\$23.58	\$22.92	\$70.00	\$49.00	(T)
(c) 9.6 kbps	\$23.58	\$22.92	\$70.00	\$49.00	
(d) 19.2 kbps	\$23.58	\$22.92	\$70.00	\$49.00	(T)
(e) 56.0 kbps	\$66.87	\$62.08	\$70.00	\$49.00	
(f) 64 kbps	\$66.87	\$62.08	\$70.00	\$49.00	(I)(T)

(B) Interoffice Channel

(1) 2.4 kbps, 4.8 kbps, 9.6 kbps and 19.2 kbps

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	
(a) Fixed Rate Interexchange Local	\$92.55	\$67.00	(I)
(b) Per Airline Mile Interexchange Local	\$9.06	--	(I)(T)

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6. DEDICATED ACCESS SERVICES

6.7 Rates and Charges (Cont'd)

6.7.3 Digital Data Service Facilities (2.4, 4.8, 9.6, 19.2, 56, 64 Kbps) (Cont'd)

(B) Interoffice Channel (Cont'd)

(2) 56 kbps and 64 kbps

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	
(a) Fixed Rate Interexchange Local	\$183.48	\$67.00	(I)
(b) Per Airline Mile Interexchange Local	\$18.07 --	--	(I)(T)

(3) 2.4, 4.8, 9.6 or 19.2 kbps (Contract Rates)

	<u>24 to 42 Months</u>	<u>43 to 60 Months</u>	<u>Nonrecurring Charge</u>	
(a) Fixed Rate Interexchange Local	\$47.54 --	\$46.39	\$67.00	(I)
(b) Per Airline Mile 1 thru 8 miles Interexchange Local	\$4.50 --	\$4.23		(T)
9 thru 25 miles Interexchange Local	\$4.37 --	\$4.12		
Over 25 miles Interexchange Local	\$4.23 --	\$3.99		(T)

(4) 56.0 or 64 Kbps (Contract Rates)

(a) Fixed Rate Interexchange Local	\$95.22 --	\$89.85	\$67.00	
(b) Per Airline Mile 1 thru 8 miles Interexchange Local	\$9.13 --	\$8.37		(I)(T)

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6. DEDICATED ACCESS SERVICES

6.7 Rates and Charges (Cont'd)

6.7.3 Digital Data Service Facilities (2.4, 4.8, 9.6, 19.2, 56, 64 Kbps) (Cont'd)

(B) Interoffice Channel (Continued) (Cont'd)

(4) 56.0 or 64 Kbps (Contract Rates) (Cont'd)

	<u>24 to 42 Months</u>	<u>43 to 60 Months</u>	(N) (N)
(c) Per Airline Mile			
9 thru 25 miles	\$8.90	\$8.12	(I)(T)
Interexchange Local	--		
Over 25 miles	\$8.63	\$7.88	(I)(T)
Interexchange Local			

(C) Optional Features and Functions

(1) Bridging

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	
(a) Per Port (2.4, 4.8, 9.6, 19.2, 56, or 64 kbps) Interexchange Local	\$69.83	\$25.00	(I)

(2) Secondary Channel Capability,
per Local Channel

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	
		<u>Initial</u> <u>Subsequent</u>	
(a) Each (2.4, 4.8, 9.6, or 56.0 kbps) Interexchange Local	\$43.91	-- \$235.00	(I)

(3) Contract Rates for Bridging

	<u>24 to 42 Months</u>	<u>43 to 60 Months</u>	<u>Nonrecurring Charge</u>	
(a) Per Port (2.4, 4.8, 9.6, 19.2, 56.0 kbps)	\$53.65	\$44.60	\$25.00	(I)
Interexchange Local				

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6. DEDICATED ACCESS SERVICES

6.7 Rates and Charges (Cont'd)

6.7.3 Digital Data Service Facilities (2.4, 4.8, 9.6, 19.2, 56, 64 Kbps) (Cont'd)

(C) Optional Features and Functions (Cont'd)

(4) Contract Rates for Secondary Channel
Capability, per Local Channel

	<u>24 to 42 Months</u>	<u>43 to 60 Months</u>	<u>Nonrecurring Charge</u>	
			<u>Initial</u> <u>Subsequent</u>	
(a) Each (2.4, 4.8, 9.6, 19.2, or 56 kbps) Interexchange Local	\$29.80	\$27.70	\$235.00	(I)

6.7.4 Multiplexing Arrangements

	<u>Monthly Rate</u>	<u>Nonrecurring</u>	
	<u>Zone 1, 2, 3</u>	<u>Charge</u>	
(A) DS1 to Voice	\$179.40	\$850.00	(I)
	<u>Monthly</u>	<u>Nonrecurring</u>	
	<u>Rate</u>	<u>Charge</u>	
(B) DS3 to DS1	\$575.00	-	(I)
(C) Digital Data Carrier Multiplexer	\$922.30	\$1,304.17	(T)
(D) Digital Data Subrate Multiplexer			
(1) One DSO to Twenty 2.4 Kbps	\$262.09	\$826.18	
(2) One DSO to Ten 4.8 Kbps	\$192.02	\$804.96	
(3) One DSO Port to five 9.6 Kbps	\$166.96	\$647.57	(I)(T)

6.7.5 High Capacity Digital DS1 (1.544 Mbps) Facilities

(A) <u>Standard Arrangements</u>	<u>Monthly</u>	<u>Nonrecurring</u>	
	<u>Rate</u>	<u>Charge</u>	
	<u>Zones 1,2,3</u>		
(1) Local Channel			
(a) First System	\$722.82	\$693.00	(I)
(b) Each Additional System	\$445.29	\$547.00	
(2) Hub Termination	\$107.01	--	
(3) Interoffice Channel, Per Airline Mile	\$43.37		
(B) <u>Optional Arrangements</u>			
(1) Supplemental Features			
(a) Automatic Protection Switching	\$181.42	\$755.00	(I)

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6. DEDICATED ACCESS SERVICES

6.7 Rates and Charges (Cont'd)

6.7.5 High Capacity Digital DS1 (1.544 Mbps) Facilities (Cont'd)

(C) <u>DS1 Optional Payment Plan</u>	<u>Monthly Rate Zones 1,2,3</u>	<u>Nonrecurring Charge</u>	
(1) <u>Local Channel – First System</u> ¹			
(a) One Year	\$544.55	--	(I)
(b) Three Year	\$490.11	--	
(c) Five Year	\$441.11		(I)
(2) <u>Metro Ethernet Interoffice Channel (per DS1 Channel)</u>	<u>Monthly Rate</u>		
a. Month-to-Month	\$145.48		(I)
b. One Year	\$132.83		(T)
c. Three Year	\$120.18		
d. Five Year	\$107.53		(I)(T)

6.7.6 High Capacity Digital FT1 Facilities

(A) <u>Standard Arrangement</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	
(1) <u>Local Channel</u>			
2 x 56 Kbps (or) 2 x 64 Kbps	\$229.61	\$450.00	(I)
4 x 56 Kbps (or) 4 x 64 Kbps	\$246.88	\$450.00	(T)
6 x 56 Kbps (or) 6 x 64 Kbps	\$264.14	\$450.00	(I)(T)
	--		
(2) <u>Hub Termination</u>			
2 x 56 Kbps (or) 2 x 64 Kbps	\$26.55		(I)
4 x 56 Kbps (or) 4 x 64 Kbps	\$39.84		(T)
6 x 56 Kbps (or) 6 x 64 Kbps	\$55.32		(I)(T)

¹ Promotion rates may apply. See Section 2.7, Special promotions - High Capacity Digital DS1 (1.544 Mbps) OPP Discount.

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6. DEDICATED ACCESS SERVICES

6.7 Rates and Charges (Cont'd)

6.7.6 High Capacity Digital FT1 Facilities (Cont'd)

(A) Standard Arrangement (Cont'd)

(3) Interoffice Channel (Per Airline Mile)	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	
2 x 56 Kbps (or) 2 x 64 Kbps	\$12.17	--	(I)
4 x 56 Kbps (or) 4 x 64 Kbps	\$14.38	--	(T)
6 x 56 Kbps (or) 6 x 64 Kbps	\$16.59	--	(I)(T)

(B) FT1 Optional Payment Plan

(1) <u>Local Channel</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	
2 x 56 Kbps (or) 2 x 64 Kbps	\$185.21	\$166.67	\$150.01	(I)
4 x 56 Kbps (or) 4 x 64 Kbps	\$203.72	\$183.34	\$162.98	(T)
6 x 56 Kbps (or) 6 x 64 Kbps	\$220.39	\$198.35	\$176.31	(I)(T)

6.7.7 High Capacity Digital FiberConnect (6.312 Mbps) Facilities

(A) FiberConnect Optional Payment Plan

(1) Local Channel - Electrical Interface

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	
	\$1,000.00				
Zone 1		\$1,437.50	\$1,207.50	\$1,092.50	(I)
Zone 2		\$1,437.50	\$1,207.50	\$1,092.50	(T)
Zone 3		\$1,437.50	\$1,207.50	\$1,092.50	(I)(T)

(2) Local Channel - Optical Interface

	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	
	\$1,000.00				
Zone 1		\$1,150.00	\$920.00	\$805.00	(I)
Zone 2		\$1,150.00	\$920.00	\$805.00	(T)
Zone 3		\$1,150.00	\$920.00	\$805.00	(I)(T)

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6. DEDICATED ACCESS SERVICES

6.7 Rates and Charges (Cont'd)

6.7.8 DS3 High Capacity Service (44.736 Mbps)

(A) Special Access Line (SAL) – Electrical Interface

	<u>Nonrecurring Charge</u>	<u>Monthly Rate Zones 1,2,3,4,5,6</u>	
(1) <u>Individual System - Each Line</u>			
One Year	--	\$1,725.00	(I)
Three Year	--	\$1,581.25	(T)
Five Year	--	\$1,466.25	
(2) <u>3-System – First Line</u>			
One Year	--	\$2,012.50	
Three Year	--	\$1,897.50	
Five Year	--	\$1,782.50	
(3) <u>3-System - Each Additional Line (Maximum of 2)</u>			
One Year	--	\$1,265.00	
Three Year	--	\$805.00	
Five Year	--	\$575.00	
(B) <u>DS3 Special Transport Terminations</u>			
3-System, Individual System – Per DS3, per Termination	--	\$201.25	
(C) <u>DS3 Special Transport Facilities</u>			
3 System, Individual System – Per DS3, per Airline Mile	--	\$46.00	(T)
(D) <u>DS3 Cross Connect Arrangement</u> ^{Note 1}	\$70.00		(I)

Note 1: DS3 to DS1 Multiplexing Arrangement rate can be found in Section 6.7.4 of this tariff.

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6. DEDICATED ACCESS SERVICES

6.8 Miscellaneous Dedicated Access Services

6.8.1 Clear Channel Capability

(A) Description of Service

An arrangement that allows the customer to transport 1.536 Mbps of information through a DS1 with no constraint on the quantity or sequence of one (mark) and zero (space) bits utilizing the Bipolar with Eight Zero Substitution (B8ZS) method of providing bit sequence independence. This arrangement is capable of transporting DS1 signals which utilize Superframe or Extended Superframe Format (ESF) as defined by the American National Standards Institute (ANSI) T1.107-1988 standard. The installation interval for Clear Channel Capability may exceed standard intervals where equipment in the central office is not readily available. The charges apply on a per Local Channel basis.

This arrangement requires the customer signal at the channel interface to conform to the B8ZS method of providing bit sequence independence.

The DS1 Special Access Line provided under this tariff will not be billed when used with Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) that uses alternate higher capacity digital facilities for the loop transport. This includes, i.e., providing service under the Tariff FCC No. 14, Optical Networking when the optical node is at the same location, DS3s, or comparable local tariffs and special assemblies. A DS1 Special Access Line provided to the serving wire center at which the customer obtains ISDN PRI Service will be transmitted with B8ZS Clear Channel Capability per Technical Reference Publication GR-342, Issue 1.

(B) Rates

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	
(1) Clear Channel Capability	\$38.94	\$92.00	(1)

6.9 Dedicated Access Cross Connect Rates and Charges

	<u>Monthly Rate</u>
Per DS0 Connection	\$1.60
Per DS1 Connection	4.00
Per DS3 Connection	31.00

7. ANCILLARY SERVICES

7.1 GENERAL

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7. ANCILLARY SERVICES

7.1 General

7.1.1 Service Offerings

Ancillary Services are available in the following categories:

- (A) Billing and Collection Service
 - Call Recording Service
 - Message Processing Service
 - Assembly and Editing Service
 - Call Record Provision Service
 - Message Bill Processing Service
 - Bill Rendering Service
 - Message Investigation Service
 - Bill Processing and Collection Service
 - Invoice Billing Service
 - Program Development
 - Inquiry Service

Regulations, rates and charges as follows apply to Ancillary Services and shall not serve as a substitute for customer tariff offerings of services to end users. The provision of such Ancillary Services by the Telephone Company, as set forth following, does not constitute a joint undertaking with the customer for the furnishing of any service.

The Telephone Company's undertaking to provide Ancillary Services is made only in conjunction with intrastate services offered within its operating territory.

The regulations, rates and charges contained herein are in addition to the applicable regulations, rates and charges specified in other sections of this tariff and in other tariffs of the Telephone Company which are referenced herein.

7.1.2 Regulations

(A) Undertaking of the Telephone Company

(1) Provision of Ancillary Services

- (a) The Telephone Company, to the extent Ancillary Service are, or can be made available with reasonable effort, will provide to the customer Ancillary Services as described in 7.1.3, at rates and charges as specified in 7.1.5.
- (b) When the customer subscribes to Call Recording Service, as set forth in 7.1.3(A)(1), and customer message detail is not available because the Telephone Company lost or damaged tapes or incurred recording system outages, the Telephone Company will estimate the volume of lost customer messages and associated revenue based on previously known values determined from historical data. In such events the extent of the Telephone Company's liability for damages shall be limited to the granting of a corresponding credit adjustment on the customer's bill representing amounts due to the customer for the unbilled revenue.

7. ANCILLARY SERVICES

7.1 General (Cont'd)

7.1.2 Regulations (Cont'd)

(A) Undertaking of the Telephone Company (Cont'd)

(1) Provision of Ancillary Services (Cont'd)

(b) (Cont'd)

When the Telephone Company is notified that, due to error or omission, incomplete data has been provided to a customer, the Telephone Company will make every reasonable effort to locate and/or recover the data and provide it to the customer at no additional charge. Such request to recover the data must be made within 30 days from the date the details were initially made available to the customer. If the data cannot be recovered, the extent of the Telephone Company's liability for damages shall be limited as set forth in the preceding paragraph.

(c) The Telephone Company shall be responsible for contacts and arrangements with the end user concerning the billing, collecting, crediting and adjusting of the customer's service charges, when the Telephone Company provides Inquiry Service to the customer as set forth in 7.1.3(A)(11).

(d) Message Bill Processing, Bill Rendering, Bill Processing and Collection, Invoice Billing and Inquiry Services will only be offered by the Telephone Company with the purchase of receivables. The Telephone Company will purchase the customer's receivables at a discount from face value. The exact contents of the discount factor and specific settlement procedures will be contained in individual contractual arrangements signed by each customer.

(e) When requested, the Telephone Company will provide billing and collection services to clearinghouse agents who are authorized to act as agents for certified Interexchange Carriers (ICs). The clearinghouse agent can obtain only billing and collection services from the Telephone Company for telecommunications services on behalf of certificated ICs. All other access services will be limited to those entities which have been certificated and authorized by the Commission to provide intrastate long distance telecommunication service. When a clearinghouse agent acts as an agent for an IC, the clearinghouse will comply with the same requirements and obligations that apply to other customers under this tariff.

(f) The Telephone Company will also provide billing and collection services to clearinghouse agents who are authorized to act as agents for certified Public Telephone Access Service (PATS) Providers, directly or through a clearinghouse, provided that the PATS Providers comply with the following requirements:

- InterLATA toll messages only will be billed under this tariff;
- Collect calls will not be billed which have not been actively accepted by the called party (e.g., calls made from automated sets that default to billing to called party if called party does not disconnect within a given time period);
- All requirements and obligations that apply to IC's under this tariff will apply;
- All rules and regulations will apply that are required by the Commission for Alternate Operator Service (AOS) Providers which provide intrastate long distance telecommunications service; and

7. ANCILLARY SERVICES

7.1 General (Cont'd)

7.1.2 Regulations (Cont'd)

(A) Undertaking of the Telephone Company (Cont'd)

(2) Discontinuance and Refusal of Ancillary Services

- (a) If the customer fails to comply with the provisions of this tariff, including any payments to be made by it on the dates or at the times herein specified, and fails within thirty (30) days after written notice via certified mail from the Telephone Company to an officer of the customer requesting payment for such noncompliance, the Telephone Company may discontinue the provision of the Ancillary Service. In case of such discontinuance, all applicable charges shall immediately become due.
- (b) If the customer repeatedly fails to comply with the provisions of this tariff in connection with the provision of Ancillary Services and fails to correct such course of action after notice as set forth in (a) preceding, the Telephone Company may refuse applications for additional Ancillary Services.

(B) Obligations of the Customer

(1) References to the Telephone Company

The customer may advise end users that Ancillary Services are provided by the Telephone Company in connection with the service the customer furnishes to its end users.

(2) Request for Service

(a) Minimum Order Periods

The customer shall order Ancillary Service(s) with the following minimum requirements:

The minimum period for which Call Recording Service is provided and for which charges apply is one month (30 days). A customer may cancel Call Recording Service on any date prior to the start of the next month's service. If written notice is not received from the customer, or from the telephone company that ordered the Call Recording Service prior to the start of the following month's service, the Telephone Company shall assume that the service is to be extended for another month (30 days).

The initial minimum period for Message Processing, Message Bill Processing, Bill Rendering, Bill Processing and Collection, Invoice Billing and Inquiry Services is three years. Six months prior to the end of the initial order period or subsequent extension, the customer shall notify the Telephone Company in writing, if the service is to be discontinued. If no notice is received from the customer, the Telephone Company shall assume that the service is extended for another year.

(b) Order Requirements

When Message Processing Service is ordered, the customer shall furnish the Telephone Company an estimate of the number of messages (message capacity) to be processed. The number of messages shall be provided by year.

When Message Bill Processing, Message Investigation, Bill Processing and Collection, Invoice Billing and Inquiry Services are ordered for MTS/WATS services, the customer shall furnish the Telephone Company an estimate of the number of messages (message capacity) to be billed. The message capacity shall be provided by year. Separate estimates shall be furnished by the customer for MTS messages, bulk-billed messages (WATS/800 services) and invoice billing messages.

7. ANCILLARY SERVICES

7.1 General (Cont'd)

7.1.2 Regulations (Cont'd)

(B) Obligations of the Customer (Cont'd)

(2) Request for Service (Cont'd)

(b) Order Requirements (Cont'd)

When Bill Rendering Service is ordered, the customer shall furnish the Telephone Company an estimate of the number of bills for which Bill Rendering Service will be provided. The bill capacity shall be provided by year. Separate estimates shall be furnished by the customer for MTS bills, bulk-billed (WATS/800) bills and invoice billing bills.

(3) Clearinghouse Agent Orders

A clearinghouse agent must act as a clearinghouse agent for certificated ICs or PATS Providers with respect to the provision of billing and collection for telecommunications services provided the following conditions are complied with:

- (a) Prior to provision of intrastate billing and collection service by the Company to a clearinghouse agent, the clearinghouse agent must provide to the Telephone Company the name, address, telephone number, and contact person for each IC or PATS Provider on whose behalf the clearinghouse agent is receiving billing and collection service.
- (b) Prior to the provision of intrastate billing and collection service by the Telephone Company to a clearinghouse agent, the clearinghouse agent must provide to the Telephone Company a copy of the intrastate certification for each IC or PATS Provider on whose behalf the clearinghouse agent is receiving billing and collection services.
- (c) Prior to the provision of intrastate billing and collection service by the Telephone Company to a clearinghouse agent, the clearinghouse agent must provide to the Telephone Company a copy of its agency agreement with each IC or PATS Provider on whose behalf the clearinghouse agent is receiving billing and collection service.
- (d) Each message sent to the Telephone Company by the clearinghouse agent must be identified by the appropriate ICs or PATS Provider's Identification Code; the clearinghouse agent must supply its own identifying Identification Code.
- (e) In the event that a clearinghouse agent ceases to provide intrastate billing and collection service to an IC to PATS Providers, the clearinghouse agent must inform the Telephone Company immediately.

7. ANCILLARY SERVICES

7.1 General (Cont'd)

7.1.2 Regulations (Cont'd)

(3) Clearinghouse Agent Orders (Cont'd)

When a clearinghouse agent orders inquiry service, the clearinghouse agent must provide the Telephone Company with the telephone number of the IC or PATS Provider so that the end user may directly contact the IC or PATS Provider if that end user is not satisfied with the response of the Telephone Company provided; however, if the clearinghouse agent will provide the ICs or PATS Provider's number upon request of the end user, the inquiry will be routed by the Telephone Company to the clearinghouse agent for handling.

When the clearinghouse agent does not order inquiry service from the Telephone Company, the telephone number of the IC or PATS Provider must be stated on the end user's bill to enable the end user to directly contact the IC or PATS Provider, provided; however, if the clearinghouse agent will provide the telephone number of the IC or PATS Provider upon request of the end user, the telephone number of the clearinghouse agent may appear on the bill instead of that of the IC or PATS Provider.

7. ANCILLARY SERVICES

7.1 General (Cont'd)

7.1.2 Regulations (Cont'd)

(C) Payment Arrangements

(1) Minimum Charges

- (a) Call Recording, Message Processing, Message Bill Processing, Bill Processing and Collection, Bulk-Billed, Invoice Billing and Inquiry Services are subject to minimum charges.
- (b) The minimum monthly charge for Call Recording Service is the charge for recorded customer messages.
- (c) If the customer subscribes to Message Processing, Message Bill Processing and Collection, Invoice Billing and Inquiry Services, the message capacity for any one year shall not be lower than 25% of the message capacity ordered for the other years in the three-year order period. The minimum yearly bill capacity for message-billed messages and bulk-billed messages will be determined separately based on the estimates the customer furnishes as set forth in 7.1.2(B)(2)(b). The minimum yearly capacity ordered for each year for inquiry shall also be determined on the inquiry estimates furnished by the customer.

The applicable minimum yearly charge is the product of the message capacity per year furnished by the customer as set forth in 7.1.2(B)(2)(b) and the preceding paragraph and the Billing and Collection Services rate times 0.9. The Billing and Collection Services rates are set forth in 7.1.5.

(2) Cancellation of Order for Ancillary Services

- (a) When an order for Ancillary Services is cancelled prior to the start of installation of such Ancillary Services, no charges will apply. Installation of Ancillary Services is considered to have started when the Telephone Company incurs any cost in connection therewith or in preparation thereof which would not otherwise have been incurred.
- (b) Where program development of Ancillary Services has been started prior to the cancellation, and to the extent the Telephone Company has another use for the specially developed Ancillary Services, no charge applies. When the Telephone Company has no other use for the specially developed Ancillary Services, a charge equal to the costs incurred prior to the date of cancellation applies. Such charge is determined as detailed in paragraph (c).
- (c) The charge, as specified in paragraph (b), includes the cost, less the net salvage value of equipment and material either ordered, provided or installed, plus the nonrecoverable cost of system development and installation. Charges will be determined on an individual case basis as required and will be specified in 7.1.5(B).

(3) Acceptance of Gift Certificates

The Telephone Company will accept customer gift certificates for payment from end users, if the customer agreed in writing to redeem all such gift certificates.

7. ANCILLARY SERVICES

7.1 General (Cont'd)

7.1.2 Regulations (Cont'd)

(C) Payment Arrangements (Cont'd)

(4) Minimum Period Disconnect Charges

Minimum period disconnect charges will apply, if service is discontinued prior to the expiration of the minimum period. For Call Recording Service, the Telephone Company will use the most recent 30 day period for which data is available to determine the total minimum monthly charge. The customer will only be billed for the adjusted amount due, if payment has been received for any portion of the discontinued service.

If, for Message Processing, Message Bill Processing, Bill Rendering, Bill Processing and Collection, Invoice Billing and Inquiry Services, service is discontinued prior to the end of the period ordered, the customer will pay the minimum charges for the remaining months of the minimum order period specified in 7.1.2(B)(2)(a).

The monthly charge for Message Processing, Message Bill Processing, Bill Rendering, Bill Processing and Collection, Invoice Billing and Inquiry Services, will be one-twelfth of the appropriate yearly message capacity (i.e., MTS service billed or bulk-billed capacity estimate) furnished by the customer as set forth above, times the appropriate Message Processing, Message Bill Processing, Bill Rendering, Bill Processing and Collection, Invoice Billing and Inquiry Services rate.

(5) Payment of Charges

When the Telephone Company purchases Call Recording from another telephone company and/or Message Processing Services from another telephone company or entity for a customer, the rates and charges for such services contained in this tariff are applicable.

(6) Customer's End User Deposits

When Bill Rendering, Bill Processing and Collection and Invoice Billing and Inquiry Services are ordered, the Telephone Company will determine and collect a deposit from the customer's end user in accordance with the Telephone Company deposit regulations. The Telephone Company will provide the customer with a copy of its deposit regulations upon request.

7.1.3 Description of Ancillary Services

Ancillary Services consist of (1) Billing and Collection Service and (2) Operator Services. Ancillary Services shall be furnished to subscribers to the Telephone Company's access services. In addition, Ancillary Services shall be furnished to other telecommunications service providers, including providers of telephone answering services or voice messaging services.

All subscribers of Ancillary Services are subject to the terms and conditions contained within this tariff. Should the customer choose to perform his/her own ancillary functions and require sufficient information to do so, listed customer information may be purchased consistent with state regulations governing any rights to privacy.

7. ANCILLARY SERVICES

7.1 General (Cont'd)

7.1.3 Description of Ancillary Services (Cont'd)

(A) Billing and Collection Service

(1) Call Recording Service

The Telephone Company will provide Call Recording in Telephone Company suitably equipped end offices or tandems. Call recording is available with FGC, FGD or similar Feature Group offerings when used in the provision of MTS/ WATS services. Call Recording is the entering on acceptable media the details of customer messages originated through Switched Access service or Switched Access-like service for which answer and disconnect supervision has been received. The Telephone Company will provide the customer, upon request, the recorded message detail, as agreed to by both parties, for each completed intrastate message generated by end users gaining access to the customer from the Access Area.

The equipment at the customer designated location shall provide such signals as may be required for the proper operation of the Telephone Company's automatic call recording equipment used to perform this function.

The Telephone Company may purchase Call Recording Service from another telephone company. Another telephone company or entity may purchase Call Recording Service from the Telephone Company.

A standard format for the provision of the recorded message detail will be established by the Telephone Company. The Telephone Company will provide to the customer the precise details of the format. If, in the course of Telephone Company business, it is necessary to change the format, the Telephone Company will provide notification to the customer six months in advance of the change.

(2) Message Processing Service

Message Processing Service consists of the transformation of recorded customer message details into rated messages. Message Processing Service will be provided for each intrastate message generated by end users gaining access to the customer from the Access Area of the Telephone Company. Message Processing Service includes the following:

(a) Assembly of Message Detail

This function consists of arranging the customer's recorded message details into a format required for subsequent processing.

(b) Editing of Message Detail

This function consists of examining individual message detail and identifying the messages with errors or the messages which require further examination.

(c) Rating of Messages

This function consists of calculating the charges for messages based on the customer's schedule of charges and the message detail.

7. ANCILLARY SERVICES

7.1 General (Cont'd)

7.1.3 Description of Ancillary Services (Cont'd)

(A) Billing and Collection Service (Cont'd)

(2) Message Processing Service (Cont'd)

The Telephone Company will provide Message Processing Service only for customer messages originated within the Access Area.

For the purpose of performing Message Processing Service, the Telephone Company may purchase Message Processing Service from another telephone company or entity as set forth in 7.1.2(C)(5). Another telephone company or entity may purchase Message Processing Service from the Telephone Company.

Where the customer provides its own message details, it must be in the standard format established by the Telephone Company. The Telephone Company will provide to the customer the precise details of the required format. If, in the course of Telephone Company business, it is necessary to change the format, the Telephone Company will provide notification to the customer six months in advance of the change.

Where the Telephone Company has rated customer messages which are to be billed to an end user by another telephone company or entity, the Telephone Company will enter the customer messages on a data file and transmit the rated messages as set forth in 7.1.3(A)(4).

(3) Assembly and Editing Service

Assembly is the aggregation of recorded message details to create individual messages for rating. Editing is the process of verifying that the assembled message data is in accordance with the Telephone Company standard format and prescribed Exchange Message Interface (EMI) specifications.

The editing function consists of examining individual message detail and identifying the messages with errors or the messages requiring further examination. The editing process includes the validation of data categories such as; but not limited to, the following:

- Called Telephone Number
- Calling Telephone Number
- Date

The assembled and edited recorded message detail will be provided to the customer as set forth in 7.1.3(A)(4).

Note: When the Telephone Company provides Call Recording Service, the Assembly and Editing Service charge will apply except when the customer orders Message Processing Service. When Message Processing Service, as set forth in 7.1.3(A)(2), is ordered for the same month that Recording Service is ordered, the Assembly and Editing charge will not apply.

7. ANCILLARY SERVICES

7.1 General (Cont'd)

7.1.3 Description of Ancillary Services (Cont'd)

(A) Billing and Collection Service (Cont'd)

(4) Call Record Provision Service

Call Record Provision Service is the transmission and receipt of rated and unrated message data. It also includes the transmission of end user data as a result of customer generated activity (i.e., transmitting end user data during conversion activities, etc.).

The billing information and/or end user data may be transmitted or received on acceptable media via:

- Direct interface (data link) to the Telephone Company billing center.

(5) Message Bill Processing Service

Message Bill Processing Service is the accumulation, guiding and preparation of messages (including the application of taxes), for end user bill rendering for MTS/WATS services.

Message-Billed Message Bill Processing Service is the accumulation, guiding, posting and formatting of rated message detail for bill rendering. The telephone company will process Calling Plans (i.e., Directory Assistance, Optional Calling Plans, Dial-It calls, etc.) that require the application of a discount to aggregate MTS usage as a part of its Message-Billed Message Bill Processing Service.

Bulk-Billed Message Bill Processing Service is the accumulation, guiding and posting of rated message detail where the individual message detail is not provided on the bill rendered to the end user.

The rating may have been done by the Telephone Company, another entity, or the customer. Where a customer subscribes to Message Processing Service as set forth in 7.1.3(A)(2), the rated customer messages will be used as the input. If the customer provides the rated messages, the end user account to be billed shall be identified and the records shall be provided in the standard format established by the Telephone Company and delivered, as set forth in 7.1.3(A)(4) or 7.1.4(A)(13), to the location specified by the Telephone Company.

If the customer provided rated messages must be converted by the Telephone Company to the standard format, and the Telephone Company agrees to make the conversion, program development charges as set forth in 7.1.5(A) apply for the hours required to design, develop, test and maintain the necessary programs. If, in the course of Telephone Company business, it is necessary to change the format, the Telephone Company will provide notification to the customer six months in advance of the change.

The Telephone Company will only provide Message Bill Processing Service when Bill Rendering Service and Record Keeping are ordered.

7. ANCILLARY SERVICES

7.1 General (Cont'd)

7.1.3 Description of Ancillary Services (Cont'd)

(A) Billing and Collection Service (Cont'd)

(6) Bill Rendering Service

Bill Rendering Service is the printing and mailing of statements showing amounts due from end users for services provided by the customer. Bill Rendering Service includes payment and remittance processing, treatment, denial of service and collection of deposits (where appropriate) and other monies due from the end user. Bill Rendering Service is provided on a per bill basis.

When the Telephone Company provides Bill Rendering Service, the customer's statement of the amount due may, at Telephone Company option, be included as part of the regular monthly bill for local exchange service mailed to the end user.

The Telephone Company may, in accordance with its deposit regulations, determine and collect a deposit from the end user for the customer's services as set forth in 7.1.2(C)(6). When necessary, the Telephone Company, in accordance with its treatment procedures, shall deny the customer's services and/or local exchange services to an end user. Where local exchange service access is denied, access to the customer services will also be denied.

Bill Rendering Service will only be provided in conjunction with the purchase of a customer's receivables. The Telephone Company will not be responsible for any customer's balance due from end users prior to the initial order period.

The Telephone Company will only provide Bill Rendering Service when Message Bill Processing Service with Record Keeping is provided or when invoice billing service is provided.

(7) Message Investigation Service

The Telephone Company will provide Message Investigation Service when requested by the customer. Message Investigation Service is that activity undertaken by the Telephone Company to secure, or attempt to secure proper billing information in an effort to sustain or recharge the customer's message. The Telephone Company will investigate, at the request of the customer, unbillable messages to correct message detail information to allow for the proper billing application.

The customer's request for Message Investigation Service shall identify the customer message, the date the customer message was billed and the amount of the customer message. Message Investigation Service is provided on a per message investigated basis.

Message Investigation Service will be provided for each intrastate message generated by end users gaining access to the customer MTS/WATS services from the Access Area of the Telephone Company.

7. ANCILLARY SERVICES

7.1 General (Cont'd)

7.1.3 Description of Ancillary Services (Cont'd)

(A) Billing and Collection Service (Cont'd)

(8) Bill Processing and Collection Service

Bill Processing and Collection Service includes the Message Bill Processing Service (5), the Bill Rendering Service (6) and the Record Keeping Charge (11) functions as set forth in 7.1.3(A).

Bill Processing and Collection Service includes the preparation of bills, mailing of the bills to the end users and the collection of deposits and monies due from the end users. Bill Processing and Collection service also includes master file maintenance.

Bill Processing and Collection Service is provided on a per message billed basis. The Telephone Company will process Calling Plan (i.e., Directory Assistance, Optional Calling Plans, Dial-It calls, etc.) that require the application of a discount to aggregate MTS usage as a part of its message-billed billing.

When Bill Processing and Collection Service is ordered, the Telephone Company will accumulate, guide and post rated messages in preparation for billing (includes the application of taxes). The Telephone Company will also print and mail statements showing amounts due from end users for MTS services provided by the customer.

Collection Service provided to the customer will include receiving payments from the customer's end users, treatment of receivables, treatment of accounts, master file maintenance and collection of deposits (where appropriate) as set forth in 7.1.2(C)(6). When necessary, the Telephone Company, in accordance with its treatment procedures, shall deny the customer's services and/or local exchange services to an end user. Where local exchange service access is denied, access to the customer services will also be denied.

The rating may have been done by the Telephone Company, another entity or the customer. Where the customer subscribes to Message Processing Service as set forth in 7.1.3(A)(2), the rated customer messages will be used as the input. If the customer or another entity provides the rated messages, the end user account to be billed shall be identified and the records shall be provided in the standard format established by the Telephone Company and delivered as set forth in 7.1.3(A)(4) or 7.1.4(A)(13).

Bill Processing and Collection Service will only be provided in conjunction with the purchase of a customer's receivables. The Telephone Company will not be responsible for any customer's balance due from end users prior to the initial order period.

(9) Invoice Billing Service

Invoice Billing Service is the centralized receipt of invoice billing records for inclusion on the end user bill.

Invoice Billing Service includes the preparation of bills, mailing of statements of the amount due for services provided by the customer and the collection of deposits (where appropriate) and monies due from the customer's end users. Invoice Billing Service also includes account establishment, maintenance of accounts and treatment of accounts.

When the Telephone Company provides Invoice Billing Service, the customer shall rate its end users messages, calculate the taxes and the total amount (surcharges, discounts, allowances, recurring fees, etc.) to be billed for services it provided to its end users, prior to sending the invoice billing records to the Telephone Company.

7. ANCILLARY SERVICES

7.1 General (Cont'd)

7.1.3 Description of Ancillary Services (Cont'd)

(A) Billing and Collection Service (Cont'd)

(9) Invoice Billing Service (Cont'd)

The customer's statement of the amount due may, at Telephone Company option, be included as part of the regular monthly bill for local exchange service mailed to the end user.

As a part of its treatment procedures, the Telephone Company shall have the final authority to make adjustments or deny service for disputed charges on the end user's account.

Invoice Billing Service will only be provided in conjunction with the purchase of a customer's receivables. The Telephone Company will not be responsible for any customer's balance due from end users prior to the initial order period.

Call Record Provision charges, as set forth in 7.1.5(A), shall apply for the receipt of accepted messages. Bill Rendering Charges as set forth in 7.1.5(A) shall apply for each bill rendered. In addition, the Invoice Billing Service charges as set forth in 7.1.5(A) shall apply.

(10) Program Development Service

Program Development Service consists of developing the customer's schedule of rates into a rating program and changing the bill format when requested by the customer. Program Development Service also includes converting message data, transmitted to the Telephone Company by the customer or another entity into the Telephone Company standard format for processing.

A Program Development Charge, as set forth in 7.1.5(A), applies for the programming hours required for software designing and coding.

A Program Implementation Charge applies for table updating, testing, administration, documenting program changes and other implementation activities.

Changes in the rate levels of customer charges to be billed will normally be implemented within 30 days after receipt of an order from the customer requesting such change. When modification to the rating program is required, a Program Development Charge will also apply. Changes in rate structure will normally be completed within six months of a customer's order.

The complexity of the structural change will determine the exact length of time necessary to fulfill the request. Rate structure changes will be made only when the Telephone Company can accommodate such changes.

(11) Record Keeping Charge

The Record Keeping charge, as specified in 7.1.5(A), applies for the maintenance of master file information by the Telephone Company for the customer.

(12) Exchange Carrier Memorandum Charge

The Exchange Carrier Memorandum charge, as set forth in 7.1.5(A), applies when the customer desires adjustments be made to the end user account.

7. ANCILLARY SERVICES

7.1 General (Cont'd)

7.1.3 Description of Ancillary Services (Cont'd)

(A) Billing and Collection Service (Cont'd)

(13) Inquiry Service

Inquiry Service consists of answering end user questions about charges billed for the customer's services, applying credits and adjustments to end user accounts, and reviewing messages removed from end user bills.

When the Telephone Company provides Inquiry Service, the Telephone Company will be responsible for contacts and arrangements (either written or oral) with the customer's end users concerning the billing, collecting, crediting, adjusting and message investigation of the customer's service charges in accordance with written instructions furnished by the customer and agreed to by the Telephone Company. Billed messages removed from an end user's bill will be appropriately adjusted to the customer's account receivable as agreed to by both parties.

The Telephone Company will not become involved in disputes between a customer and its end users. Consequently, utilizing Telephone Company guidelines previously established for the collection process for its own accounts, the Telephone Company may remove a disputed customer's charge from an end user's bill and deduct that amount from the customer's accounts receivable. It will be the customer's responsibility to pursue the collection of the disputed amount.

The Telephone Company shall have the final authority to make adjustments or deny service for disputed charges on end users accounts.

Inquiry Service will only be provided in conjunction with the purchase of a customer's receivables. The Telephone Company will not be responsible for any customer's balances due from end users prior to the initial order period.

Inquiry Service will only be provided when Message Bill Processing, Bill Processing and Collection or Invoice Billing Service is ordered. Inquiry Service will only be provided in the Telephone Company operating territory.

Inquiry Service consists of a bifurcated rate structure, a per message billed rate and a per adjustment rate.

- (14) Call Recording Service for MTS/WATS services includes the functions listed in 7.1.3(A)(1). The rate, as set forth in 7.1.5(A), applies per message recorded.
- (15) Message Processing Service for MTS/WATS services includes the functions listed in 7.1.3(A) (2). The rate, as specified in 7.1.5(A), applies per message processed. In those locations where WATS services are metered, or the billing record is summarized by another telephone company, the Message Processing rate, as set forth in 7.1.5(A), will apply per billing record processed. For rating purposes, a billing record is defined as any record which is required to be processed to accomplish billing of a customer's WATS usage.
- (16) Assembly and Editing Service for MTS/WATS services consists of the functions listed in 7.1.3(A)(3). The rates, as specified in 7.1.5(A), applies per message assembled and edited.

7. ANCILLARY SERVICES

7.1 General (Cont'd)

7.1.3 Description of Ancillary Services (Cont'd)

(A) Billing and Collection Service (Cont'd)

- (17) When message detail is transmitted to or received from the customer, another telephone company or billing entity, a Call Record Provision charge will apply. For this purpose, a record is a logical grouping of information as described in the program that processes the information and loads the data file. The rate, as specified in 7.1.5(A), applies per record transmitted or received. The Telephone Company will determine the Call Record Provision charge based on its count of the records transmitted or received.
- (18) The Message Bill Processing Service charge applies whenever the Telephone Company performs the functions listed in 7.1.3(A)(5). The rate for Message Bill Processing Service shall be the rate corresponding to the Message Bill Processing Service rate for such volume of messages as set forth in 7.1.5(A) on a calendar year basis. As used in this tariff, the term calendar year shall mean the period from January 1 through December 31 (both dates inclusive) of a given year.

The Telephone Company will use the customer provided message capacity to determine the band and its associated rate the first year of the initial minimum period. During the first quarter of the next year, the customer and the Telephone Company will determine the actual volume of messages for which the Telephone Company performed Message Bill Processing Service. Such actual volumes shall be compared to the Message Bill Processing Service bands as set forth in 7.1.5(A) to determine which band such actual volume of messages fall. If the actual volume is greater than or less than customer provided message capacity, the actual volume will be multiplied by the appropriate band rate and compared to the billed volume to determine either a charge or credit. This charge or credit will be applied to the customer's subsequent bill.

For each year thereafter, the Telephone Company and the customer shall utilize the previous year's actual volume of messages and the customer provided message capacity in an effort to determine the appropriate band for the next calendar year. In the first quarter of each year, the procedure described in the previous paragraph will be followed.

The rate, as specified in 7.1.5(A) applies per message processed. The bulk-billed Message Bill Processing Service charge applies per WATS/800 message processed.

7. ANCILLARY SERVICES

7.1 General (Cont'd)

7.1.3 Description of Ancillary Services (Cont'd)

(A) Billing and Collection Service (Cont'd)

- (19) Bill Rendering Service includes the functions listed in 7.1.3(A)(6). The rate for Bill Rendering shall be the rate corresponding to the Bill Rendering Service rate for such volume of bills as set forth in 7.1.5(A) on a calendar year basis. As used in this tariff, the term calendar year shall mean the period from January 1 through December 31 (both dates inclusive) of a given year.

The Telephone Company will use the customer provided bill capacity to determine the band and its associated rate the first year of the initial minimum period. During the first quarter of the next year, the customer and the Telephone Company will determine the actual volume of bills for which the Telephone Company performed Bill Rendering Service. Such actual volumes shall be compared to the Bill Rendering Service bands as set forth in 7.1.5(A) to determine which band such actual volume of bills fall. If the actual volume is greater than or less than the customer provided bill capacity, the actual volume will be multiplied by the appropriate band rate and compared to the billed volume to determine either a charge or credit. This charge or credit will be applied to the customer's subsequent bill.

For each year thereafter, the Telephone Company and the customer shall utilize the previous year's actual volume of bills and the customer provided bill capacity in an effort to determine the appropriate band for the next calendar year. In the first quarter of each year, the procedures described in the previous paragraph will be followed.

The rate, as specified in 7.1.5(A) applies per bill rendered. A factor, based on actual interstate and intrastate billed-messages, will be used by the Telephone Company to apportion the Bill Rendering charge by jurisdiction.

- (20) Message Investigation Service consists of the functions listed in 7.1.3(A)(7). The rate, as specified in 7.1.5(A), applies per message investigated by the Telephone Company.
- (21) Bill Processing and Collection Service consists of the functions listed in 7.1.3(A)(8). The rate, as set forth in 7.1.5(A), applies per message.
- (22) Invoice Billing Service consists of the functions listed in 7.1.3(A)(9). The rates, as set forth in 7.1.5(A), apply per message per bill.
- (23) A Record Keeping Charge applies for each end user account maintained by the Telephone Company for the customer. An end user account is a record which has a name and address and a unique billing identification number assigned by the Telephone Company to which a bill is rendered. The Record Keeping Charge, as specified in 7.1.5(A), applies per month for each account and/or line maintained. A factor, based on actual interstate and intrastate billed messages, will be used to apportion the Record Keeping charge by jurisdiction.
- (24) An Exchange Carrier Memorandum (EC Memo) charge will be assessed each time the customer requests an adjustment to an end user account. The EC Memo charge, as specified in 7.1.5(A), applies per account adjusted per memo. When necessary, a factor (based on actual interstate and intrastate adjusted messages) will be used to apportion the EC Memo charge by jurisdiction.

7. ANCILLARY SERVICES

7.1 General (Cont'd)

7.1.3 Description of Ancillary Services (Cont'd)

(A) Billing and Collection Service (Cont'd)

- (25) A Service Order Change Charge applies whenever a billing service order is accepted by the Telephone Company to update (i.e., add, change or delete) its billing file to implement the requested activity. The Service Order Change Charge, as set forth in 7.1.5(A), applies per order processed.
- (26) A Centralized Message Dispersion charge will apply when the Telephone Company provides a single point for the receipt of customer message data. The Telephone Company will receive, edit, sort, disperse and confirm the number of accepted billable messages and the total amount due the customer for services provided to its end users. In addition, the rated and/or unrated message data is dispersed to the appropriate location for further processing and/or billing. The rates, as set forth in 7.1.5(A) will apply per message processed. Call Record Provision charges, as set forth in 7.1.5(A) will apply for the receipt of each billable message and the transmission of each unbillable message. This charge does not apply to Invoice Billing Service.
- (27) Inquiry Service includes the functions listed in 7.1.3(A)(11). Inquiry Service consists of a bifurcated rate structure, a per message billed and a per adjustment rate. The Inquiry Service per message billed rate applies for each customer message billed by the Telephone Company. The message adjustment rate applies for each occurrence of an adjustment made to an end user bill.

A PIU factor will be used by the Telephone Company to apportion the message adjustment rate by jurisdiction.

7.1.4 Rate Regulations

Rate Regulations where the Telephone Company has measurement capability for Operator Services per call charges, the Telephone Company will bill the actual usage measured on a per call basis.

When measurement capability is not available, the customer shall furnish a forecast of the number of calls (call capacity) anticipated for each month of the succeeding year by type of call (i.e., Inward Operator Assistance calls) and by Operator Services Switching Location at the time the order is placed. For mixed intrastate and interstate services, the customer's estimate shall include the percent of interstate calls. At a minimum, the customer shall revise this forecast annually. More frequent revisions of the forecast may be submitted, however, no more than once per month.

Such estimates shall be used as a basis for billing the Operator Services per call charges until such time as the Telephone Company has actual measurement capability available. The customer shall maintain records supporting such estimates.

7. ANCILLARY SERVICES

7.1 General (Cont'd)

7.1.5 Rates and Charges

(A) Billing and Collection Service

(1) Program Development Charge:	
Program Development	
per hour	\$ 94.00
Program Implementation	
per hour	55.00
(2) Service Order Change Charge:	
per Order	4.00
(3) MTS/WATS/800/888 Services:	
Call Recording Service	
per Message	.0150
(4) MTS/WATS/800/888 Services:	
Message Processing Service	
per Message	.0100
Assembly and Editing Service	
per Message	.0075

7. ANCILLARY SERVICES

7.1 General (Cont'd)

7.1.5 Rates and Charges (Cont'd)

(A) Billing and Collection Service (Cont'd)

(5)	Call Record Provision Service	
	Via Direct Interface, Per Message Record Transmitted or Received	.002
(6)	Message Bill Processing Service: Message Bill Processing Service per Message	
	0 to 52,398,399	.0762
	52,398,400 to 69,864,499	.0400
	69,864,500 to 104,796,799	.0200
	104,796,800 to 157,195,199	.0170
	157,195,200 to 192,127,000	.0160
	Greater than 192,127,000	.0150
	Bulk-Billed Message Bill Processing per Message	.0200
(7)	MTS/WATS/800/888 Service: Bill Rendering Service per Bill	
	0 to 1,235,700	.3500
	1,235,701 to 1,784,900	.3000
	1,784,901 to 7,688,999	.2700
	7,689,000 to 8,238,999	.2500
	Greater than 8,239,000	.2300
(8)	MTS/WATS/800/888 Service: Message Investigation per Message	2.50
(9)	Billing and Collection Service: Bill Processing and Collection, per Message Inquiry Service, per Message Adjustment, per occurrence	\$.0670 .0078 2.00
(10)	Invoice Billing, Per Message: Messages Per End User Account per Month	
	1-10 Messages, per bill	.0310
	Over 10 Messages, per bill	.0190
(11)	EC Memo, per Account	10.00
(12)	Record Keeping, per Account	.0300
(13)	Centralized Message Dispersion charge, per message	.0020

8. DIRECTORY ASSISTANCE ACCESS SERVICE

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8. DIRECTORY ASSISTANCE ACCESS SERVICE

8.1 General Description

8.1.1 Provision of Service

- (A) The Company will provide Directory Assistance Access Service to an IC from Directory Assistance Service locations.
- (B) Directory Assistance Access Service provides: (1) Directory Assistance Access Service to Directory Assistance Service locations; (2) the use of Directory Assistance Service access equipment; and (3) the use of Directory Assistance operators to provide telephone numbers.

8.2 Undertaking of the Company

8.2.1 Number Provision

- (A) A Company Directory Assistance operator, when furnished a name and locality, will provide or attempt to provide the telephone number listed in the Company Directory Assistance records associated with the name given at the rates and charges as set forth in 9.5 following. The Company's contact with the IC's end user shall be limited to that effort necessary to process an IC's end user's request for a telephone number. The Company will not transfer, forward or redial an IC's end user call to any other location for any purpose other than provision of Directory Assistance Access Service.
- (B) A maximum of two (2) request for telephone numbers will be accepted per call to the Directory Assistance operator.
- (C) A telephone number which is not listed in Directory Assistance records will not be available to the IC's end user.

8.2.2 Access Locations and Call Transport

- (A) The Company will specify the Directory Assistance Access Service location which provides the Directory Assistance Access Service for each Numbering Plan Area Code (NPA). The Directory Assistance Service locations are as shown in National Exchange Carrier Association Tariff FCC No. 4.

When it becomes necessary, as determined by the Company, to change a Directory Assistance Service location, the Company will notify the involved ICs six months prior to the change. For such changes, the regulations as set forth in 2.1.7 preceding apply.

- (B) Directory Assistance Access Service will be provided between the IC terminal location and the Directory Assistance Service location by the Company at rates and charges as set forth in 8.5 following and as follows:
 - (1) Directory Assistance Access Service
 - (a) Each Directory Assistance Access Service will consist of the following:
 - (1.)An Interface Group equipped with an available Premises Interface Code at the IC terminal location.
 - (2.)Directory Transport between the IC terminal location serving wire center and the Directory Assistance Service location.

When required by the Company, a separate Directory Assistance Access Service trunk group will be provided for Directory Assistance Access Service for each NPA. Separate trunk groups will be required when the Company notifies the IC that the mechanized search of its data base and its mechanized operator practices require a mechanized identification of the NPA code for which the IC's end user desires Directory Assistance information.

8. DIRECTORY ASSISTANCE ACCESS SERVICE

8.2 Undertaking of the Company (Cont'd)

8.2.2 Access Locations and Call Transport (Cont'd)

(B) (Cont'd)

(2) Interface Group and Premises Interface Code

- (a) Except as set forth in 8.4.1.(A) following, the Interface Groups and Premises Interface Codes provided under a Special Order for Directory Assistance Access Service are subject to the order conditions as set forth in Section 4 preceding. For purposes of applying the order regulations, a Directory Assistance Service location is considered to be an IC's end user serving wire center.

(3) Directory Transport

- (a) Directory Transport provides the transmission facilities and transport termination between the IC terminal location and the Directory Assistance Service location.
- (b) Directory Transport is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency path transports calls in the terminating direction (from the IC terminal location to the Directory Assistance Service location). The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency band width of approximately 300 to 3000 Hz.
- (c) The Company will determine whether the Directory Assistance Access Service is to be routed directly to a Directory Assistance Service location or through an access tandem switch appropriately equipped for Directory Assistance measurement and served by Directory Assistance trunks in the Directory Assistance locations when such an access tandem switch is available. If the IC desires the traffic routing to be other than that selected by the Company, it may request a cooperative effort to determine if IC specified traffic routing can be used in lieu of the Company selected traffic routing.
- (d) When Directory Transport is provided using a direct route to the Directory Assistance Service location, no address signaling is provided. When Directory Transport is provided with the use of an access tandem switch, wink start-start pulsing signaling is provided at the access tandem switch. The IC will be notified by the Company when access tandem routing is provided and the IC shall address each call to the Directory Assistance Service location using NPA+555+1212 or when required by the Company, 555-1212. Only NPA codes handled by the Directory Assistance Service location served by the access tandem switch will be processed.
- (e) The number of direct routed Directory Transport transmission paths provided is based on the IC's order and is determined by the Company in a manner similar to Switched Access Service transmission paths as set forth in 6.2.13 preceding.
- (f) Directory Transport may be provided, at the option of the IC, for both interstate and intrastate communications. When the IC requests such mixed access, the intrastate Directory Transport charges will be determined by the Company using the data furnished by the IC as set forth in 5.3.3 preceding.
- (g) Applicable transport charges from Section 5.5.2 will apply for Directory Transport Service.
- (h) Directory Transport is provided with one of the Switched Transport Interface Arrangements as set forth in Section 5 preceding.

8. DIRECTORY ASSISTANCE ACCESS SERVICE

8.2 Undertaking of the Company (Cont'd)

8.2.2 Access Locations and Call Transport (Cont'd)

(B) (Cont'd)

(4) Special Facilities Routing

An IC may request that Directory Assistance Access Service be provided via Special Facilities routing. The regulations, rates and charges for Special Routing (Avoidance, Diversity and Cable Only) are as set forth in Section 9, following.

(5) Design Layout Report

The Company will provide to the IC the makeup of the facilities and services provided under this section as Directory Assistance Service. This information will be provided in the form of a Design Layout Report. Design Layout Reports for Directory Assistance Access Service will be provided only when specifically requested by the IC. The Design Layout Report will be provided to the IC at no charge and will be reissued or updated whenever the facilities provided for the IC's use are materially changed.

(6) Transmission Performance

Transmission performance specifications are as set forth in 5.2.15.

(7) Acceptance Testing and Testing Capabilities

The acceptance testing and testing capabilities for Directory Assistance Access Service traffic routed through an access tandem are the same as those for the associated Feature Group C or D end office switching. The acceptance testing for Directory Assistance Access Service traffic routed directly to or routed in a separate trunk group through an access tandem to the Directory Assistance Service location. The testing capabilities for Directory Assistance Access Service traffic routed directly to or routed in a separate trunk group through an access tandem to the Directory Assistance Service location will be as set forth for cooperative scheduled testing or manual scheduled testing in Section 11. following.

(C) Trunk-side switching is provided at the Directory Assistance Service location. The Directory Assistance Service location will provide trunk answer and disconnect supervisory signaling.

(D) The Company will distribute the calls received over the Directory Assistance Access Service to the Directory Assistance operators using the Directory Assistance Service location equipment.

(E) In the event that the telephone number is unavailable to the Directory Assistance operator, no credit applies for the charge for the call to the Directory Assistance operator. When the Directory Assistance Service location or Directory Assistance operator equipment or terminals are out of service due to a Company equipment failure, or an incorrect number is provided, a credit as set forth in 8.4.6 following will apply.

(F) Directory Assistance Access Service may be provided, at the option of the IC, for interstate and intrastate communications. When the IC requests such mixed access, the intrastate Directory Assistance Service charges will be determined by the Company as set forth in 5.3.3.

8. DIRECTORY ASSISTANCE ACCESS SERVICE

8.3 Obligations of the IC

8.3.1 Ordering Requirements

- (A) The IC shall determine and order the busy hour minutes of capacity and interface type of Directory Assistance Access Services it needs for Directory Assistance Service.
- (C) The IC facilities at the IC terminal location shall provide the necessary on-hook and off-hook supervision.
- (D) When requested by the Company, the IC shall order a separate trunk group for Directory Assistance Access Service for each NPA. The conditions when the IC will be requested to order separate trunk groups for each NPA are set forth in 8.2.2(B) preceding.

8.3.2 End User Requirements

- (A) When the IC bills its end users, the IC shall be responsible for all contacts and arrangements with its end users concerning the provision and maintenance of, and the billing and collecting of charges for, Directory Assistance Access Service furnished to its end users. When the Company bills the IC's end users at the request of the IC, contacts and arrangements with the IC's end users concerning the billing and collecting of charges will be as set forth in Section 8.
- (B) The IC understands that Directory Assistance Operators will respond to only two (2) telephone number requests per call and will not transfer, forward or redial the call to another location for any purpose other than the provision of Directory Assistance Access Service.

8.4 Payment Arrangements

8.4.1 Minimum Periods and Minimum Monthly Charge

- (A) The minimum period for which Directory Assistance Access Service is provided and for which charges apply is one month.
- (B) Directory Assistance Access Service is subject to a minimum monthly charge. The minimum monthly charge for Directory Assistance Access Service calls is the charge as set forth in 8.5 following for the actual usage for the month.

8.4.2 Cancellation of a Special Order

- (A) When an IC cancels a Special Order for Directory Assistance Access Service after the order date but prior to the start of service, the appropriate charges as set forth in Section 4. preceding apply for the Directory Assistance Access service cancelled.

8.4.3 Changes to Special Orders

When an IC requests changes to a pending order for Directory Assistance Access Service, such changes will be undertaken if they can be accommodated by the Company. The appropriate charges as set forth in Section 4. preceding apply for the Directory Assistance Access Service changed.

8. DIRECTORY ASSISTANCE ACCESS SERVICE

8.4 Payment Arrangements

8.4.4 Moves

A move involves a change in the physical location of the point of termination at the IC terminal location or the IC terminal location. Moves will be treated as set forth in 5.4.2(F) preceding and all associated nonrecurring charges will apply. Minimum period requirements will be established at the new location as set forth in 5.4.2(F) preceding. The IC will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

8.4.5 Directory Assistance Access Service Rearrangements

Nonrecurring charges apply for service rearrangements.

8.4.6 Credit Allowance for Directory Assistance Access Service

(A) When the Directory Assistance Service location or Directory Assistance operator equipment or terminals are out of service due to a Company equipment failure or an incorrect number is provided and an IC's end user's call has been connected to a Directory Assistance operator position, a credit allowance for a call connected to the Directory Assistance operator equal to the rate for a Directory Assistance Access Service Call as set forth in 8.5 following will be applied to the IC's charges.

(B) When a Directory Assistance operator or Directory Assistance equipment provides an incorrect number for a call and the IC reports such occurrences to the Company, a credit allowance for such a Directory Assistance call will apply. The credit will be equal to the rate for a Directory Assistance Access Service call as set forth in 8.5 following. When the IC reports such a call and the number requested, the number provided and the reason the number provided is incorrect, the number of calls for which a credit will apply will be developed by the Company in cooperation with the IC.

8.5 Rate Regulations and Charges

8.5.1 Rates Regulations

(A) The Directory Assistance Access Service call charge, as set forth in 8.5.2 following, applies for each call to Directory Assistance Access Service. A call is a call which has been connected to a Directory Assistance operator position. The charge applies whether or not the Directory Assistance operator provides the requested telephone number. The number of calls connected to the Directory Assistance operators position will be accumulated by Company measuring equipment. A credit for the provision of an incorrect telephone number will be applied as set forth in 8.4.6 preceding.

8.5.2 Rates and Charges

(A) Rates and Charges

(1) Directory Assistance Access Service call

(a) Each	<u>Rate</u> \$.25
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9. SPECIAL FACILITIES ROUTING OF FIA

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9. SPECIAL FACILITIES ROUTING OF FIA

9.1 Description of Special Facilities Routing of FIA

The FIA provided under this tariff are provided over such routes and facilities as the Telephone Company may elect. Special routing is involved where, in order to comply with requirements specified by the customer, the Telephone Company provides Switched Access, Dedicated Access or Special Federal Government Services in a manner which includes one or more of the following conditions.

9.1.1 Diversity

Where two or more FIA must be provided over not less than two different physical routes. Diversity is a Basic Service Element (BSE) under the Telephone Company's Open Network Architecture (ONA) Plan.

9.1.2 Avoidance

Where a FIA must be provided on a route which avoids specified geographical locations.

9.1.3 Cable-Only Facilities

Where certain voice grade FIA are provided on cable-only facilities to meet the particular needs of a customer. FIA is provided subject to the availability of cable-only facilities. In the event of FIA failure, restoration will be made through the use of any available facilities as selected by the Telephone Company.

Avoidance and Diversity are available on Switched Access as set forth in Section 5 and Dedicated Access as set forth in Section 6. Cable-only facilities are available for Switched Access as set forth in Section 5, voiceband Dedicated Access as set forth in 6.2.1.

In order to identify any special routing requirement, the Telephone Company will provide the ordering customer with the required routing information for each specially routed FIA. If requested by the customer, this information will be provided when the FIA is installed and prior to any subsequent change in routing.

The rates and charges for Special Facilities Routing of FIA as set forth in 9.2 are in addition to all other rates and charges that may be applicable for FIA provided under other sections of this tariff.

9.2 Rates and Charges

The rates and charges for Special Facilities Routing of FIA are as follows:

9.2.1 Diversity

For each FIA provided in accordance with 9.1.1 preceding, the rates and charges will be developed on an Individual Case Basis and filed following:

(A) (Reserved for Future Use)

9.2.2 Avoidance

For each FIA provided in accordance with 9.1.2 preceding, the rates and charges will be developed on an Individual Case Basis and filed following:

(A) (Reserved for Future Use)

9. SPECIAL FACILITIES ROUTING OF FIA

9.2 Rates and Charges (Cont'd)

9.2.3 Diversity and Avoidance Combined

For each FIA provided in accordance with 9.1.1 and 9.1.2 combined, the rates and charges will be developed on an Individual Case Basis and are filed following:

(A) (Reserved for Future Use)

9.2.4 Cable-Only Facilities

For each FIA provided in accordance with 9.1.3 preceding, the rates and charges will be developed on an Individual Case Basis and filed following:

(A) (Reserved for Future Use)

10. SPECIALIZED FIA OR ARRANGEMENTS

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10. SPECIALIZED FIA OR ARRANGEMENTS

10.1 General

Specialized FIA or Arrangements may be provided by the Telephone Company, at the request of a customer, on an Individual Case Basis (ICB) if such FIA or arrangements meet the following criteria:

- The requested FIA or arrangements are not offered under other sections of this tariff.
- The facilities utilized to provide the requested FIA or arrangements are of a type normally used by the Telephone Company in furnishing its other services.
- The requested FIA or arrangements are provided within a Market Area.
- The requested FIA or arrangements are compatible with other Telephone Company services, facilities, and its engineering and maintenance practices.

This offering is subject to the availability of the necessary Telephone Company personnel and capital resources.

10.2 Rates and Charges

Rates and charges and additional regulations, if applicable, for Specialized FIA or Arrangements are filed following:

10.3 Contract Service Arrangements

10.3.1 General

- (A) When economically practicable, customer specific contract service arrangements may be furnished in lieu of existing tariff offerings provided there is reasonable potential for uneconomic bypass of the Company's services. Uneconomic bypass occurs when an alternative service arrangement is utilized, in lieu of Company services, at prices below the Company's rates but above the Company's incremental costs.
- (B) Rates, Charges, Terms and additional regulations, if applicable, for the contract service arrangements will be developed on an individual case basis, and will include all relevant costs, plus an appropriate level of contribution.
- (C) Costs for the contract service arrangements may include one or more of the following items:
 - (1) Labor, engineering and materials.
 - (2) Operating expenses, e.g. maintenance, administration, etc.
 - (3) Return on investment.
 - (4) Taxes
 - (5) Depreciation
 - (6) Any other identifiable associated cost.
- (D) Unless otherwise specified, the regulations for contract service arrangements are in addition to the applicable regulations and rates specified in other sections of this Tariff.
- (E) Services specified in the following Sections only of this Tariff are available through contract service arrangements:
 - Section 6
- (F) Contract Service Arrangements are furnished by the Company to a subscriber only for communications in which the subscriber has a direct interest and shall not be used for any purpose for which a payment or other compensation shall be received by him from any other person, firm, or corporation for such use, or in the collection, transmission or delivery of any communications for others. Contract Service Arrangements will not be offered to Interexchange Carriers (IC's) or other parties for the purposes of resale and/or shared use.

10. SPECIALIZED FIA OR ARRANGEMENTS

10.3 Contract Service Arrangements (Cont'd)

10.3.1 General (Cont'd)

- (G) The subscriber and the Company may elect to enter into an agreement where certain rates and/or charges for contract service arrangements are applicable for a fixed period of time. The Company will continue to offer such contract service arrangements without change in the applicable rates and/or charges unless mutual consent has been reached between the Company and the customer to undertake such changes. The Florida Public Service Commission will not adjust contract service arrangement rates and/or charges during this period. At the completion of this period, the agreement may be renewed at the option of the Company and the subscriber. Revised rates and/or charges may apply to any renewed agreement.

11. MISCELLANEOUS SERVICES

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11. MISCELLANEOUS SERVICES

11.1 General

Miscellaneous Services available to the customer include the following:

- (A) Additional Labor (i.e., Overtime Installation, Overtime Repair, Additional Installation Testing, Standby, Testing and Maintenance with Other Telephone Companies)
- (B) Maintenance of Service
- (C) Telecommunications Service Priority (TSP) System
- (D) Balloting and Allocation Process for Equal Access
- (E) Additional Testing
- (F) End User List
- (G) Billing Name and Address Service

These services are described in detail as set forth in 5.2 through 5.9 following.

11.2 Additional Labor

Additional Labor is that labor requested by the customer on a given FIA and agreed to by the Telephone Company as set forth in (A) through (E) following. The Telephone Company will notify the customer that Additional Labor charges as set forth in (G) following will apply before any Additional Labor is undertaken. Additional Labor charges will also apply if the requirement for the Additional Labor is the fault of the customer or parties on whose behalf it acts.

(A) Overtime Installation

Overtime installation is that Telephone Company installation effort outside the business day. Overtime rates will apply anytime outside the business day and all day Saturday. Premium time rates will apply all day Sunday and on all Telephone Company approved holidays.

(B) Overtime Repair

Overtime repair is Telephone Company repair which could have been performed during the normal business day, but that is delayed at the specific request of the customer to a later time period which is outside the normal business day or to a weekend day or holiday. The request will result in the application of overtime rates anytime outside the business day and all day Saturday. Premium time rates will apply on Sunday and Telephone Company approved holidays. These rates, as set forth in Section 11.2 following, will only apply when there is a delay of repair at the request of the customer to stated above.

(C) Additional Installation Testing

Additional installation testing is that testing performed by the Telephone Company at the time of installation which is in addition to normal pre-service and acceptance testing.

(D) Standby

Standby includes all time in excess of one-half (1/2) hour during which Telephone Company personnel are available to make coordinated tests on a given FIA. The standby charge applies only when Telephone Company personnel must wait more than 30 minutes beyond a prearranged, mutually agreed appointment time. Standby charges will cease when testing begins, or when Telephone Company personnel are released from the standby requirement, or when testing is rescheduled for a later date or time. Charges will not be applicable if Telephone Company personnel cause the delay.

11. MISCELLANEOUS SERVICES

11.2 Additional Labor (Cont'd)

(E) Testing and Maintenance with Other Telephone Companies

Additional testing, maintenance, or repair of facilities which connect to facilities of other telephone companies, which is in addition to normal effort required to test, maintain, or repair facilities provided solely by the Telephone Company.

(F) Charges for Additional Labor

<u>Labor Periods</u>	
<u>Basic Time, Business Day, Per Technician</u>	
<u>First Half Hour or Fraction Thereof</u>	<u>Each Additional Half Hour or Fraction Thereof</u>
\$ 23.61	\$ 15.74

<u>Labor Periods</u>	
<u>Overtime, Outside the Business Day, Per Technician¹</u>	
<u>First Half Hour or Fraction Thereof</u>	<u>Each Additional Half Hour or Fraction Thereof</u>
\$ 29.36	\$ 19.58

<u>Labor Periods</u>	
<u>Premium Time, Outside the Business Day, Per Technician¹</u>	
<u>First Half Hour or Fraction Thereof</u>	<u>Each Additional Half Hour or Fraction Thereof</u>
\$ 35.12	\$ 23.42

11.3 Maintenance of Service Charge

(A) When a customer reports trouble to the Telephone Company for clearance, the customer shall be responsible for payment of a Maintenance of Service Charge when Telephone Company personnel are dispatched to the customer's location and no trouble is found in the Telephone Company's facilities. Failure of Telephone Company personnel to find trouble in Telephone Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

In this case, or in (B) following, no credit allowance will be applicable for the interruption involved, unless the trouble is found in the Telephone Company's facilities.

(B) The customer shall be responsible for payment of a Maintenance of Service Charge when the Telephone Company dispatches personnel to the customer's location and the trouble is in equipment or communications systems provided by other than the Telephone Company or in detariffed CPE provided by the Telephone Company.

¹ A callout of a Telephone Company employee at a time not consecutive with the business day is subject to a minimum charge of four hours.

11. MISCELLANEOUS SERVICES

11.3 Maintenance of Service Charge (Cont'd)

- (C) The Maintenance of Service Charge time period will begin when Telephone Company personnel are dispatched. This will only include the actual time required to reach the customer's location and perform an investigation. The time period will end when the investigation is finished. The labor charge as set forth in 11.2 (F) preceding will apply to Maintenance of Service at the appropriate Basic, Overtime or Premium rate. These charges apply whether the trouble is in the equipment of communications systems provided by other than the Telephone Company, or in detariffed CPE provided by the Telephone Company.

11.4 Telecommunications Service Priority (TSP) System

(A) Description of the Service

The TSP System is a service that provides for the priority provisioning and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services. The TSP System applies only to NSEP services, includes both Switched and Special FIA and provides the Telephone Company with a guide to the sequence in which services are to be provisioned and/or restored.

All FIA that can be identified by a unique circuit identifier can be provisioned for NSEP service by the Telephone Company.

The rates and charges associated with a customer subscribing to the TSP System are as specified in Section 11.4(G).

(B) Obtaining TSP System Service

The Executive Office of the President through the TSP Program Office, is empowered with the authority to receive, evaluate and process requests for NSEP services. The TSP Program Office makes the priority level assignments and issues the TSP authorization code reflecting the priority assignment associated with a request. The customer provides the TSP authorization code, in addition to all the other details necessary to complete the order (ASR) to the Telephone Company to obtain TSP System service.

The TSP authorization code, assigned on a per ASR basis, consists of a 12-character field consisting of a nine-character control ID followed by a dash and a two-character field specifying the priority level assignment. Its structure is as follows:

TSPxxxxxn-yy

The "x"s represent a sequence of numbers unique to each TSP authorization code and the "n" is a one character alphanumeric check digit. The first "y" contains the provisioning priority level assignment and the second "y" contains the restoration priority level assignment.

(C) Provisioning Priority

If the customer requires service within a shorter time interval than the Telephone Company can provide, and the requested service qualifies for NSEP, the customer may elect to invoke NSEP Treatment and obtain the appropriate provisioning priority assignment from the TSP Program Office. Acceptable assignment code values are: E, 1, 2, 3, 4, 5 or 0.

The assignment of the value "E" denotes Emergency Provisioning and implies the service has the most critical provisioning requirements and the Telephone Company will respond accordingly. The Telephone Company will take immediate action to provide the requested service at the earliest possible date. Rates and charges associated with "E" provisioning are as specified in Section 11.4(G)(2)(a).

11. MISCELLANEOUS SERVICES

11.4 Telecommunications Service Priority (TSP) System (Cont'd)

(C) Provisioning Priority (Cont'd)

The assignment values of 1, 2, 3, 4 and 5 are treated as essential service priorities and the Company will adjust its available resources to meet the customer's requested due date. Rates and charges associated with invoking this priority treatment are specified in Section 11.4(G)(2)(b). The value "0" implies no provisioning priority.

(D) Restoration Priority

A TSP authorization code for restoration priority classifies the service as being among the nation's most important NSEP telecommunications services. The Company will restore these services before services without restoration priority assignments in the order of priority assignments. Acceptable values are: 1, 2, 3, 4, 5 or 0 with the value "1" being the highest priority.

When the Company recognizes a TSP as being out of service, unusable or receives a trouble report, available resources will be dispatched to restore the service as quickly as practicable. A priority value of 1, 2 or 3 requires dispatch outside normal business hours if necessary to restore the service. A priority value of 4 or 5 only requires dispatch outside of normal business hours if the next business day is more than 24 hours away. If the value "0" has been assigned, then no restoration priority is applicable to this service.

The minimum period for service is one month.

(E) Obligations of the Customer

- (1) In all instances, the customer is responsible for obtaining the appropriate TSP authorization code and providing that code to the Telephone Company.
- (2) The TSP System service customer must also be the customer for the FIA with which TSP service is associated. Only the customer or its authorized agent as indicated in a letter of agency on file with the Telephone Company is allowed to order TSP System service.
- (3) All points of a multipoint service configuration must have the same restoration priority assignment and must satisfy the requirements of that assignment.
- (4) In obtaining TSP System service, the customer consents to the release of certain information by the Telephone Company to the federal government in order to maintain and administer the TSP System. Such information includes: the customer's name, telephone number and mailing address, the TSP authorization code and the circuit or service ID number associated with the NSEP service.
- (5) The Telephone Company will attempt to notify the customer of expected charges. The customer when invoking NSEP Treatment, recognizes that quoting charges and obtaining permission beforehand may not be practicable and may cause unnecessary delays and, as a result, grants the Telephone Company the right to quote and bill charges after provisioning of the service.
- (6) During certain emergencies, the customer may request TSP assignments verbally and the Telephone Company will accept such verbal notification. The customer must submit a written order (ASR) to the Telephone Company within two working days following the verbal request. If the written order (ASR) is not received within two working days, all applicable rates and charges accumulated to date to provision TSP System service, become immediately due and payable and the requested TSP priority is revoked.
- (7) The customer must request and justify revalidation of all priority level assignments at least every three years.
- (8) Additionally, the NCS Manual 3-1-1, "Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service User Manual", dated July 9, 1990 prescribes specific conditions which warrant NSEP Treatment and related procedures.

11. MISCELLANEOUS SERVICES

11.4 Telecommunications Service Priority (TSP) System (Cont'd)

(F) Obligations of the Telephone Company

- (1) The Telephone Company will allocate resources to ensure best efforts to provide NSEP services by the time required.
- (2) The Telephone Company will work TSP System services in the order of their priority level assignments. The priority sequence is as follows:
 - Restore NSEP services assigned restoration priority 1
 - Provision Emergency (E) NSEP services
 - Restore NSEP services assigned restoration priority 2, 3, 4 or 5
 - Provision NSEP services assigned provisioning priority 1, 2, 3, 4 or 5.
- (3) The Telephone Company will work cooperatively with other providers of NSEP service when only a portion is provided by the Telephone Company to ensure "end-to-end" service.
- (4) Additionally, TSP System service will be provided in accordance with the guidelines set forth in NCS Handbook 3-1-2, "Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service Vendor Handbook" dated July 9, 1990.

(G) Rates and Charges

The following rates and charges are in addition to all other rates and charges that may apply for other services offered under this tariff which operate in conjunction with the TSP System.

(1) Establishment of TSP System Service

The establishment of TSP System service charge is a nonrecurring charge (NRC) specified in Section 13.4(G)(4) which applies when a FIA is ordered with provisioning and/or restoration priority. If both are ordered at the same time, only one NRC is applicable. The NRC is also applicable for orders changing priority levels.

(2) Provisioning Priority

There are two basic levels of priority provisioning, Emergency (provisioning priority "E") and Essential (provisioning priority 1, 2, 3, 4 or 5).

(a) Emergency Provisioning

The Telephone company will take immediate action to provide the requested service at the earliest possible date. The rates and charges will apply as set forth in Section 12, Special Construction.

(b) Essential Provisioning

The Telephone Company will adjust its available resources to meet the customers requested due date. The rates and charges will apply as set forth in Section 4.2.2(E).

(3) Restoration Priority

Restoration Priority is a monthly rate per circuit for the ongoing administration and maintenance of the TSP System. This monthly rate only applies when a restoration priority code (1, 2, 3, 4 or 5) is specified in position 12 of the authorization code. The rates are specified in Section 11.4(G)(5).

11. MISCELLANEOUS SERVICES

11.4 Telecommunications Service Priority (TSP) System (Cont'd)

(G) Rates and Charges (Cont'd)

(4) Establishment of TSP System Service Charge

Nonrecurring Charge	<u>Per Circuit</u>
\$ 77.00	

(5) Restoration Priority Rates

Monthly Rate
<u>Per Circuit</u>
\$ 3.75

(H) IPIC Charge Application

In end offices converted to Equal Access new end users and the owner of Pay telephones must presubscribe to the IPIC of their choice at the time an order is placed for service. Upon the end user, end user agent's or reseller's selection of the IPIC, at the time of placing an order, a confirmation notice will be sent the IC or LEC selected as the IPIC. From the date of the confirmation notice, the end user, end user agent or reseller, or pay phone owner will have 90 days to change his presubscription selection without a charge. If an IPIC is not chosen at the time the order for service is submitted, the end user, end user agent or reseller will be sent a confirmation notice which contains a list of ICs and LECs providing intraLATA service, and will be informed that they have 90 days to contact the IC and/or LEC of their choice or the Telephone Company to apply for the IPIC arrangement. If notice is received by the Telephone Company within 90 days of the in-service date for local service, no charge will be billed to the end user, end user agent or reseller. If notice is received after 90 days, the end user, end user agent or reseller will be billed a nonrecurring charge for each IPIC. as in 11.4(L). Until the end user, end user agent or reseller receives service from the selected carrier, he may access the carrier of his choice by dialing the appropriate 101XXXX carrier identification code.

The Telephone Company will make post conversion changes in the end user's, end user agent's or reseller's IPIC assignment pursuant to an IC or LEC provided list of Customers. Should an end user, end user agent or reseller dispute authorization of the change within two years of the IPIC assignment, the Telephone Company will place the end user on the previous carrier network where possible and the carrier will be billed according to 11.4 (L).

(I) Unauthorized Primary IntraLATA Carrier (IPIC) Restoral Change

An Unauthorized IPIC Change is a change in the preferred IPIC IC that the end user or Pay Telephone Service Provider denies authorizing.

If an end user or Pay Telephone Service Provider denies requesting a change of IPIC IC as submitted by the alleged unauthorized IC, the alleged unauthorized IC will be assessed the IPIC Charge as specified in 11.4(L) for:

- Changing the end user or Pay Telephone Service Provider to the disputed IC, and
- Placing the end user or Pay Telephone Service Provider on their previous IC network or the IC network of their choice.

In accordance with the Federal Communications Commission's Slamming Liability Rules in CC Docket 94-129, if an alleged unauthorized carrier is ultimately exonerated of liability, the alleged unauthorized IC is entitled to receive full payment from the end user or Pay Telephone Service Provider for all services provided. In such situations, any IPIC Charges assessed against the alleged unauthorized IC by the Telephone Company are subject to rebilling to the end user or Pay Telephone Service Provider by the alleged unauthorized IC.

11. MISCELLANEOUS SERVICES

11.4 Telecommunications Service Priority (TSP) System (Cont'd)

(J) Liability of the Telephone Company

If through the fault of the Telephone Company, the end user, end user agent or reseller is not subscribed to its chosen IPIC, the nonrecurring charges in 11.4(L) do not apply to reassign the end user or agent to his chosen IPIC.

(K) Carrier Desired Due Date (ICDDD) for IPIC Installation

An IC or LEC may request a desired due date for IPIC installation for a specific, single end user, end user agent or reseller acting on behalf of an end user post equal access conversion. This ICDDD is a mutually agreed upon negotiated due date, determined to be between 3 and 45 business days from the date of receipt of the order. The carrier must coordinate the ICDDD with the Telephone Company prior to sending in the first order.

The ICDDD does not apply to routine lists provided by the carrier. The Nonrecurring Charge for IPIC as set forth in 11.4(L), applies to each line converted to the carrier requesting ICDDD. This charge will be billed to the carrier's end user Customer.

(L) Nonrecurring Charge for Primary IntraLATA Carrier (IPIC)

The nonrecurring charge for IPIC is as follows:

	<u>Nonrecurring Charge</u>
Per Telephone Company Local Service Line or Trunk	\$ 4.14
	1.24 ¹

11.5 Additional Testing

The Telephone Company will perform acceptance testing as specified in 5.2.7 and 6.1.5 preceding to insure that FIA ordered by the customer are functioning properly, prior to turning over such FIA to the customer. In addition, the Telephone Company will perform ongoing tests as specified in 5.2.1 and 5.2.2 preceding to assure the continued satisfactory performance of Switched Access Services ordered by the customer.

Testing offered under this section of the tariff is in addition to those tests described above and will be provided, when requested by the customer, at an additional charge.

Testing is provided by Telephone Company personnel at Telephone Company locations. However, provisions are made in 11.5(A)(5) and 11.5(B)(2) following, to allow a customer to request Telephone Company personnel to perform testing at the customer designated location or the end user premises.

¹ 30% of the IPIC apply when both the PIC and the IPIC change to the same carrier on a single order.

11. MISCELLANEOUS SERVICES

11.5 Additional Testing (Cont'd)

Additional testing is provided on a scheduled or nonscheduled basis. Scheduled testing shall be performed on a predetermined time basis to allow for cost efficient utilization of Telephone Company and customer resources. Scheduled testing should be based on a one year period. Nonscheduled tests are performed by the Telephone Company on a request-by-request basis, not in conjunction with any fixed schedule.

The offering of testing under this section of the tariff is made subject to the availability of the necessary qualified personnel and test equipment at the various test locations mentioned in (A), (B), and (C) following.

(A) Switched Access Testing

Testing for Switched Access is comprised of (a) tests which are performed during the installation of Switched Access (i.e., acceptance tests) and (b) tests which are performed after acceptance of such Switched Access by a customer (i.e., in-service tests).

These tests are performed on a scheduled or nonscheduled basis, and may be conducted on an automatic, cooperative, or manual basis, as defined in (1), (2), (3), (4), and (5) following.

(1) Additional Cooperative Acceptance Testing

Additional Cooperative Acceptance Testing (ACAT) of Switched Access involves the Telephone Company provision of a technician at its office(s) and the customer provision of a technician at its CDL, with suitable test equipment to perform the required tests.

Additional Cooperative Acceptance Testing may apply when the customer requests additional tests not specified in 6.2.7.

The labor charges as set forth in 13.2(G) will apply to Additional Cooperative Acceptance Testing at the appropriate Basic, Overtime, or Premium rate.

(2) Automatic Scheduled Testing

Automatic Scheduled Testing (AST) of FGB, FGC, FGD, BSA-B, BSA-C, BSA-D and SAC Access Service, is provided, as specified in 5.2.1 and 5.2.2, where the customer provides remote office test lines and 105 test lines with associated responders or their functional equivalent. AST charges will apply when such testing is requested on a more frequent basis than is provided for in accordance with the Telephone Company's Central Office Maintenance Planning System (COMPS). The customer may specify a more frequent schedule of tests at least sixty days prior to the start of the prescribed schedule. Trunks from a Telephone Company digital switch, to a customer digital switch, utilizing digital facilities, are excluded from mandatory routine testing. The rates, as set forth in 11.5(C)(1), will apply to additional AST.

The Telephone Company will provide a monthly AST report that lists the trunks within each Central Office access group that failed to meet established requirements. Trunk test failures requiring customer participation for trouble resolution will be provided to the customer on an as-occurs basis. A monthly report that lists the test results will be provided to the customer.

11. MISCELLANEOUS SERVICES

11.5 Additional Testing(A) Switched Access Testing(3) Additional Cooperative Scheduled Testing

Additional Cooperative Scheduled Testing (ACST) of FGA, FGB, FGC, FGD, BSA-A, BSA-B, BSA-C, BSA-D and SAC Access Service occurs when the Telephone Company provides a technician at its office(s) and the customer provides a technician at its customer designated location, with suitable test equipment to perform the required tests. ACST charges will apply when loss/noise/balance testing or gain-slope testing is requested on a more frequent basis than is provided for in accordance with the Telephone Company's Central Office Maintenance Planning System (COMPS). ACST charges also apply when additional tests are requested for FGA, FGB, FGC, FGD, BSA-A, BSA-B, BSA-C, BSA-D and SAC Access Service that are not specified in 5.2.1 and 5.2.2, respectively. The customer may specify a more frequent schedule of tests sixty days prior to the start of the prescribed schedule. The rates, as set forth in 11.5(C)(2), will apply for additional ACST.

The Telephone Company will provide, on a quarterly basis, an ACST report that lists the test results and the number of trunks that passed or failed. Trunk test failures requiring customer participation for trouble resolution will be provided to the customer on an as-occurs basis.

(4) Additional Manual Scheduled Testing

Additional Manual Scheduled Testing (AMST) of FGA, FGB, FGC, FGD, BSA-A, BSA-B, BSA-C, BSA-D or SAC Access Service occurs when the Telephone Company provides a technician at its office(s) and at the customer designated location. AMST charges will apply when loss/ noise/balance testing or gain-slope testing is requested on a more frequent basis than is provided for in accordance with the Telephone Company's Central Office Maintenance Planning System (COMPS). AMST charges also apply when additional tests are requested for FGA, FGB, FGC, FGD, BSA-A, BSA-B, BSA-C, BSA-D or SAC Access Service that are not specified in 5.2.1 and 5.2.2, respectively. The customer may specify a more frequent schedule of tests sixty days prior to the start of the prescribed schedule. The rates as set forth in 11.5(C)(3) following will apply to additional AMST.

The Telephone Company will provide, on a quarterly basis, an AMST report that lists the test results and the number of trunks that passed or failed. Trunk test failures requiring customer participation for trouble resolution will be provided to the customer on an as-occurs basis.

(5) Nonscheduled Testing

Nonscheduled Testing (NST) will be performed "on demand" which results in the measurement of Switched Access. NST charges will apply only when testing is requested more frequently than is provided for in accordance with COMPS, or when a specific test is requested that is not normally performed. Tests for Switched Access which are normally performed are contained in 5.2.1 and 5.2.2. Nonscheduled Testing (NST) of Switched Access may consist of the following testing arrangements:

- the customer provides remote office test lines and 105 test lines with associated responders or their functional equivalent (automatic testing),
- the Telephone Company provides a technician at its office(s) and the customer provides a technician at its customer designated location with suitable test equipment to perform the required tests
- the Telephone Company provides a technician at its office(s), and at the customer designated location or end user premises with suitable test equipment to perform the required tests (manual testing).

11. MISCELLANEOUS SERVICES

11.5 Additional Testing (Cont'd)

(A) Switched Access Testing (Cont'd)

(5) Nonscheduled Testing (Cont'd)

Nonscheduled Tests may consist of any tests which the customer may require. The rates as set forth in 11.5(C)(1) following will apply to Nonscheduled Automatic Testing. The labor charges as set forth in 11.2(F) preceding will apply to Nonscheduled Cooperative and Manual FIA Testing at the appropriate Basic, Overtime, or Premium rate.

If nonscheduled tests are required and trouble is found in Telephone Company facilities, charges for testing the Telephone Company facilities will not apply. If, however, trouble is found in the customer equipment, charges as set forth in 11.5(C)(1) following and labor charges as set forth in 11.2(F) preceding are applicable.

(6) Obligations of the Customer

(a) The customer shall provide the Remote Office Test Line priming data to the Telephone Company, as appropriate, to support AST as set forth in 11.5(A)(2) preceding or NST as set forth in 11.5(A)(5) preceding.

(b) The customer shall make the facilities to be tested available to the Telephone Company at times mutually agreed upon.

(B) Dedicated Access Testing

The Telephone Company will, at the request of a customer, provide assistance in performing specific tests requested by the customer, however, the Telephone Company will only perform maintenance testing for its facilities within the LATA.

(1) Additional Cooperative Acceptance Testing

When a customer provides a technician at its customer designated location or at the end user premises, with suitable test equipment to perform the required tests, the Telephone Company will provide a technician at its office for the purpose of conducting Additional Cooperative Acceptance Testing (ACAT). The labor charges as set forth in 11.2(F) preceding will apply to ACAT at the appropriate Basic, Overtime, or Premium rate.

Additional Cooperative Acceptance Testing charges will apply when the customer requests tests which are not required to meet the transmission performance parameters as set forth in the GTE Technical Interface Reference Manual.

(2) Nonscheduled Testing

When a customer provides a technician at its customer designated location or at the end user premises, with suitable test equipment to perform the required tests, the Telephone Company will provide a technician at its office (cooperative testing) for the purpose of conducting Nonscheduled Testing (NST). Nonscheduled testing may consist of any test (e.g., loss, noise, slope, envelope delay, etc.) which the customer may request. If such testing indicates trouble in Telephone Company facilities, then the customer will not be charged. NST charges will apply if the trouble is in the facilities of the customer. At the customer's request, the Telephone Company will provide a technician at the customer designated location or at the end user premises (manual testing). The labor charges as set forth in 11.2(F) preceding will apply to Nonscheduled Testing at the appropriate Basic, Overtime, or Premium rate.

11. MISCELLANEOUS SERVICES

11.5 Additional Testing (Cont'd)

(B) Dedicated Access Testing (Cont'd)

(3) Obligation of the Customer

When the customer subscribes to Testing as set forth in this section, the customer shall make the facilities to be tested available to the Telephone Company at times mutually agreed upon.

(C) Rates and Charges

(1) Automatic Scheduled Testing

Basic Offering to First Point of Switching
Per Transmission Path, Per Month

Rate
\$.45

(2) Additional Cooperative Scheduled Testing

Basic Offering to First Point of Switching
Per Transmission Path, Per Month

Rate
\$1.16

Gain-Slope-To First Point of Switching
Per Transmission Path, Per Month

Rate
\$.49

(3) Additional Manual Scheduled Testing

Basic Offering to First Point of Switching
Per Transmission Path, Per Month

Rate
\$2.32

Gain-Slope-To First Point of Switching
Per Transmission Path, Per Month

Rate
\$.99

11. MISCELLANEOUS SERVICES

11.6 End User/Agent Lists(A) Presubscription List(1) IntraLATA Equal Access

Prior to conversion to intraLATA equal access an IC or LEC may request a list of the Telephone Company's end users and agents of record served from that end office switch. A single Presubscription List will be provided to intraLATA toll providers as follows:

- (a) The Telephone Company will provide a list from its Customer data base. The list may be provided via electronic transmission or paper printout, at the option of the IC or LEC, at rates provided in 11.6.1(A). Foreign listings, PBX stations, CU centrex stations, public coin station and numbers not in service will not be provided.
 - (1) The Initial List will be provided to the IC or LEC no later than 30 days after receipt of the order and payment by the IC or LEC of charges in 11.6.1(A). The nonrecurring charge for the Initial List applies per order. A single order may contain all end offices having the same intraLATA equal access conversion date. The telephone number will not be provided if an end user or agent has a nonpublished number.
 - (2) The Account Activity List, which includes a listing of all changes to the Customer data base, since the Initial List was produced, will be provided on a cyclic basis. The Account Activity List will only include information for those end users and agents that are presubscribed to the IC or LEC (including end users and agents with nonpublished numbers) for the sole purpose of updating the IC's or LEC's Customer account information. There is no charge for this list.
- (b) The IC or LEC agrees to use the Initial List for the sole purpose of contacting potential Customers/agents, or existing Customers/ agents, regarding intraLATA telecommunications services available through equal access to be obtained from the Telephone Company. The IC or LEC agrees not to sell, or reproduce in any manner, in whole or in part, the lists or permit such to be done.
- (c) The IC or LEC shall indemnify, protect and save harmless the Telephone Company from and against any and all loss, liability, damages and expense arising out of any demand, claim, suit or judgment for damages which may arise out of the Telephone Company's supplying of listing information, services or records.
- (d) The Telephone Company and the IC or LEC agree that the mutual objective of the parties is to conduct their respective businesses to avoid confusion by the end users and agents as to the separate and independent identity of the respective companies and their services. Neither the Telephone Company nor the IC or LEC shall make any representation to end users, the public, prospective advertisers, expressed or implied, written or oral, which would imply that the IC or LEC is the same as, a part of, or associated with the Telephone Company.
- (e) This service may be terminated by either the Telephone Company or the IC or LEC upon thirty (30) days' written notice. The Telephone Company reserves the right to terminate this service immediately upon written notice if the IC or LEC misuses the list information. Performance by the Telephone Company shall be excused in the event of strike, riot, act of God or any other cause beyond the reasonable control of the Telephone Company.

11. MISCELLANEOUS SERVICES

11.6 End User/Agent Lists (Cont'd)

11.6.1 Rates and Charges

(A) Initial List

<u>Nonrecurring Charge</u>	<u>Initial List</u>
<u>Per Order</u>	<u>Per Customer*</u>
<u>Per Order</u>	<u>Account</u>
\$50.00	\$.03

11.7 Billing Name and Address Service (BNAS)

The Telephone Company will, upon request, provide Billing Name and Address Services (BNAS) to a Telecommunications Service Provider (customer), or its authorized billing and collection agent. Telecommunications Service Providers include interexchange carriers, operator service providers, enhanced service providers, and any other provider of intrastate telecommunications services. There are three BNAS offerings available pursuant to this tariff, Per Call/Periodic BNA, Data Gathering Service (DGS), and End User Validation List.

(A) Per Call/Periodic BNA and Data Gathering Service

Per Call/Periodic BNA is the billing name and address information and Data Gathering is the billing telephone number, name, address and associated working telephone number information for customer provided ten digit end user telephone numbers required by the Telecommunications Service Provider customer to bill for calls placed within a specific time period. Per Call/Periodic BNA and DGS are offered subject to the conditions set forth in the following:

- (1) A standard format for the receipt and provision of telephone number and billing name and address information will be established by the Telephone Company. Charges for each Per Call/Periodic BNA searched for and found or searched for and not found will be billed at rates in 11.7.1(A) following. Charges for each Per Call/Periodic BNA searched for and found or searched for and not found will be billed at rates in 11.7.1(A). Charges for each record accessed for DGS are set forth under 11.7.1(B). Per Call/Periodic BNA and DGS will be provided via electronic transmission or paper format, at the option of the customer, at rates in 11.7.1. The processing fee will be applied once per calendar year for BNAS processing done within that calendar year.
- (2) The frequency for receipt of the customer provided orders for Per Call/Periodic BNA or DGS will be no more than twice monthly and at intervals mutually agreed upon between the Telephone Company and the customer. The customer provided end user telephone numbers will be programmed by the Telephone Company with the proper end user's billing name and address contained in the Telephone Company's file at that time.
- (3) Per Call/Periodic BNA and DGS information for nonlisted/nonpublished end user telephone numbers will be provided unless the nonlisted/nonpublished end user provides notice of nonconsent to the Telephone Company of nonconsent to the release of the BNA/DGS data. Within 30 days of receipt of such notice, the Telephone Company will discontinue disclosure of the nonlisted/nonpublished BNA/DGS data.
- (4) For other than electronic transmission, The output records will be sent to the customer via first class U. S. Mail. The output records will normally be made available for mailing ten workdays after receipt of the customer order or at an interval mutually agreed upon. Availability may be delayed in case of input errors in the customer provided order.
- (5) The customer may request data be transmitted. Data transmission charges will be determined on an ICB. Data transmission hardware and software specifications will be mutually agreed upon by the Telephone Company and the customer.

11. MISCELLANEOUS SERVICES

11.7 Billing Name and Address Service (BNAS) (Cont'd)

(A) Per Call/Periodic BNA and Data Gathering Service (Cont'd)

- (6) Per Call/Periodic BNA and DGS detail will not be retained by the Telephone Company longer than 45 days. If the customer requests that the output be made available on a second occasion, such request must occur within 30 days from the date the first was made.
- (7) Any customer, provided Per Call/Periodic BNA or DGS pursuant to this tariff, agrees to abide by all applicable rules, decisions, orders, statutes and laws concerning the disclosure of published and nonpublished telephone numbers, and further agrees to use the information contained therein only for the purpose of billing for services provided to their end users.
- (8) In no case shall any customer or authorized billing and collection agent of a customer disclose the billing name and address information of any subscriber to any third party, except that a customer may disclose BNA/DGS information to its authorized billing and collection agent or to governmental law enforcement agencies.
- (9) Conditions regarding refusal or discontinuance of this service are set forth in 2.1.8.

(B) End User Validation List

End User Validation Lists provide for the disclosure of all or a portion of end user/agent data available from the Telephone Company's records, to a Telecommunications Service Provider (customer), for purposes other than billing, and in compliance with the conditions set forth in Part 64.1201(c)(1) of the FCC's Rules and Regulations. In addition, End User Validation List Service is offered subject to the conditions set forth in 11.7(A)(9) above, and the following:

- (1) Standard End User Validation Lists will be provided in three (3) files, business, coin (semipublic and public paystations) and residence. Nonlisted/nonpublished information will be excluded, with the exception of nonlisted public paystations. The lists may be ordered on a state level basis, at the option of the customer, for any of the Telephone Company's jurisdictions subject to this tariff, unless prohibited by state regulation or state statute. Rates for the standard End User Validation List are set forth under 11.7.1(C).
- (2) Per calendar year, the customer may request up to two (2) lists for business, coin, and residence listings.
- (3) A standard format will be established by the Telephone Company. Requests for special list sorts will be limited to an end user list separating those that are presubscribed to the requesting customer, and/or those that are not. The rate, per record, applicable to special sorts is set forth under 11.7.1(C).
- (4) Each request shall be treated as a new request. Requests for updates from previous lists will not be provided.
- (5) The customer shall have fifteen (15) business days from the date of delivery of a list to request any investigation of issues arising from the provision of the list.
- (6) End User Validation Lists will normally be provided to the customer within thirty calendar days after receipt of a request and within ten (10) business days of extraction, or at an interval mutually whether agreed upon. The administrative fee set forth under 11.7.1(C) applies per request.
- (7) Conditions regarding refusal or discontinuance of this service are set forth in 2.1.8.

11. MISCELLANEOUS SERVICES

11.7 Billing Name and Address Service (Cont'd)

11.7.1 Rates and Charges

(A) Per Call/Periodic BNA

(1) Billing Name and Address Found, each	\$.25
(2) Billing Name and Address Not Found, each	.25
(3) Processing Fee*, Paper Report or Electronic Transmission	50.00

(B) Data Gathering Service

(1) Per Record Accessed	.18
(2) Processing Fee*, Paper Report or Electronic Transmission	75.00

(C) End User Validation List

(1) Standard Sort, Per Record Provided	.034
(2) Administrative Fee	
Paper Report, Electronic Transmission Per Request	78.00
(3) Special Sort, Per Record Provided	.054

* Applies once per calendar year for BNA processing done within that calendar year.

12. SPECIAL CONSTRUCTION

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12. SPECIAL CONSTRUCTION

12.1 General

This section contains the regulations, rates and charges applicable for Special Construction of Telephone Company facilities which are used to provide FIA offered under this tariff.

When Special Construction of FIA is required, the provisions of this section apply in addition to regulations, rates and charges set forth in other sections of this tariff.

12.1.1 Conditions Requiring Special Construction

Special Construction is required when facilities are not available to meet a customer's ASR and one or more of the following conditions exist:

- The Telephone Company has no other requirement for the facilities constructed at the customer's request;
- The customer requests that FIA be furnished using a type of facility, or via a route, other than that which the Telephone Company would otherwise utilize in furnishing the requested FIA;
- The customer requests the construction of more facilities than is required to satisfy its ASR;
- The customer requests construction be expedited resulting in added cost to the Telephone Company;
- The customer requests that temporary facilities be constructed until permanent facilities are available.

12.1.2 Filing of Charges

Charges and liabilities for Special Construction will be filed in 12.4, 12.5 and 12.6 following.

When Special Construction is required under conditions that preclude the filing of charges in full accordance with the FCC's Rules and Regulations (e.g., unavailability of cost details, short notice service date):

- (A) Notification will be made to the FCC that Special Construction will be provided in accordance with Special Permission No. 83-867.
- (B) After charges have been filed and have become effective they will apply from the date that the Special Construction was provided.
- (C) Charges and/or Maximum Termination Liabilities for Special Construction of facilities provided by a Connecting Carrier are developed by the Connecting Carrier and are filed by the Telephone Company in this tariff on its behalf.
- (D) Regulations and charges for Special Construction of facilities provided by Other Participating Carriers are filed in their tariffs.

12.1.3 Ownership of Facilities

The Telephone Company retains ownership of all specially constructed facilities, except for those facilities constructed by connecting companies or carriers, even though the customer may be required to pay Special Construction charges.

12.1.4 Interval to Provide FIA

Based on available information and the type of FIA ordered, the Telephone Company will establish a scheduled date for the installation of necessary facilities. The date will be established on an Individual Case Basis and provided to the customer. The Telephone Company will make every reasonable effort to assure that the date is met. However, circumstances beyond the Telephone Company's control (e.g., backorder of components) may force a reschedule, and a new completion date will be established with the customer when appropriate.

12. SPECIAL CONSTRUCTION

12.1 General (Cont'd)

12.1.5 Special Construction Involving Interstate and Intrastate FIA

When Special Construction involves facilities used to provide both interstate and intrastate FIA, charges for the portion of the construction used to provide intrastate FIA shall be in accordance with this tariff. Charges for the portion of the construction used to provide interstate FIA shall be in accordance with the Frontier FCC No. 14, Facilities for Interstate Access Tariff.

12.2 Liabilities, Charges and Payments

12.2.1 General

This section describes the various charges and liabilities that apply when the Telephone Company provides Special Construction of FIA, as outlined in 12.1.1 preceding, in accordance with a customer's specific request. Once the customer is notified of all charges and liabilities, the customer must provide the Telephone Company with written approval prior to the start of construction. If more than one condition requiring Special Construction is involved, charges for each condition apply (see Conditions Requiring Special Construction, 12.1.1 preceding).

12.2.2 Payment of Charges

Payment is due upon presentation of a bill for the specially constructed facilities.

12.2.3 Start/End of Billing

Billing of recurring charges for specially constructed FIA starts on the day after the FIA are provided. Billing accrues through and includes the day that the specially constructed FIA are discontinued. Monthly charges will be billed one month in advance.

12.2.4 Partial Payments

The Telephone Company will require a customer which has a proven history of late payments to the Telephone Company, or does not have established credit, to make a partial payment for the portion of the estimated cost of the Special Construction for which the customer is subject to a nonrecurring charge. Partial payments will be requested as costs are incurred and will be credited to the customer's account. Partial payments will not exceed the total nonrecurring charge to the customer for the Special Construction.

12.2.5 Development of Liabilities and Charges

The customer has the option of accepting the liabilities and charges based on estimated or actual costs. Estimated costs will be used unless the customer notifies the Telephone Company of the selection of the actual cost option in writing prior to the start of Special Construction.

Under the estimated cost option, Special Construction liabilities and charges are developed based on estimated costs and will be filed in this tariff.

Under the actual cost option, if all actual costs are not available prior to the in-service date of the FIA, estimated Special Construction charges will be filed in this tariff. As soon as the actual costs, including costs of maintaining and filing these costs, are subsequently determined, the estimated charges will be adjusted to reflect the actual costs. The filed charges will then reflect actual costs existing at the time the FIA are provided.

12. SPECIAL CONSTRUCTION

12.2 Liabilities, Charges and Payments (Cont'd)

12.2.6 Type of Contingent Liability

Depending on the specifics associated with each individual case the following Maximum Termination Liability may be applicable for Special Construction.

(A) Maximum Termination Liability

A MTL has two components, an amount and a specified period of time.

The amount is equal to all nonrecoverable costs less the net salvage value (e.g., depreciation, return, income tax associated with the specially constructed facilities). The amount will be amortized over the average account life of the specially constructed facilities. The standard liability period is the average account life of the Specially Constructed facilities expressed in years.

At the customer's option, an optional liability period shorter than the average account life may be established. If the customer chooses an optional liability period, the MTL amortization schedule will not change. The remaining MTL amount for the period between the expiration of the optional liability period and the expiration of the amortization schedule will be due as a lump sum payment (LS) at the time the optional liability period expires unless the case of Special Construction is extended.

Prior to the expiration of an optional liability period the customer has the option to (A) extend the use of the specially constructed FIA establishing a new liability period, or (B) terminate the case of Special Construction and pay the lump sum payment.

The Telephone Company will notify the customer six months in advance of the expiration date of the optional liability period. The customer must provide the Telephone Company with written notification of its intentions to be received one month prior to expiration of the optional liability period. Failure to do so, and payment of the next month's charges, will result in extension of the case of the Special Construction and the establishment of a new liability period equal to the remaining amortization period. A Case Preparation Charge will always apply if the Special Construction case is extended.

The MTL and the liability period applicable to specific cases of Special Construction are as set forth in 12.4, 12.5 and 14.6 following.

(B) Reduction on Maximum Termination Liability

The time frames for MTL for Special Construction are expressed by an effective date and an expiration date. The MTL will be reduced for each month the Special Construction FIA is in service. For example, if the MTL period is 10 years, for each month in service the MTL would be reduced 1/120th.

12.2.7 Types of Charges

Two categories of charges may be applicable for Special Construction. These charges are nonrecurring charges and recurring charges. These categories are described below.

(A) Nonrecurring Charges

One or more of the following nonrecurring charges may apply for each case of Special Construction: case preparation, termination, cancellation, expediting the construction, or optional payment charges.

12. SPECIAL CONSTRUCTION

12.2 Liabilities, Charges and Payments (Cont'd)

12.2.7 Types of Charges (Cont'd)

(A) Nonrecurring Charges (Cont'd)

(2) Case Preparation Charge

The charge for case preparation includes the administrative expense associated with preparing and listing the charges in the tariff. This expense includes such items as: (a) tariff preparation and processing and (b) gross receipts and surcharge taxes.

(3) Termination Charge

A Termination Charge applies when, at the customer's request, FIA provided on specially constructed facilities which have a tariffed Maximum Termination Liability are discontinued prior to the expiration of the liability period.

The charge reflects the unamortized portion of the nonrecoverable cost at the time of termination of the specially constructed FIA adjusted for tax effects, for net salvage and for possible reuse. Administrative costs associated with the specific case of Special Construction and any cost for restoring a location to its original condition are also included. Termination Charges will never exceed the MTL.

(4) Cancellation Charge

If the customer cancels an ASR with which Special Construction is associated prior to the in-service date of the FIA, a Cancellation Charge will apply. The charge will include all nonrecoverable costs less the net salvage value incurred by the Telephone Company up to and including the time of cancellation.

(5) Expediting Charge

An Expediting Charge applies when a customer requests that Special Construction be completed on an expedited basis. The charge is equal to the difference in the estimated cost of construction on an expedited basis and construction without expediting.

(6) Optional Payment Charge

The customer may elect to pay an Optional Payment Charge when it requests Special Construction of facilities utilizing (1) a type of facilities or (2) a route other than that which the Telephone Company would otherwise utilize in furnishing the requested service. Payment of this charge will result in a lower recurring charge for the Special Construction. This election must be made in writing, before Special Construction starts.

If this election is coupled with the actual cost option, the Optional Payment Charge will reflect the actual cost of the specially constructed facilities.

(a) Development of Optional Payment Charge

This charge is equal to the excess installed cost or the total nonrecoverable cost, whichever is less (based on estimated or actual costs as elected by the customer).

12. SPECIAL CONSTRUCTION

12.2 Liabilities, Charges and Payments (Cont'd)

12.2.7 Types of Charges (Cont'd)

(A) Nonrecurring Charges (Cont'd)

(6) Optional Payment Charge (Cont'd)

(a) Development of Optional Payment Charge (Cont'd)

Example 1:

Total Installed Cost	\$30,000
Nonrecoverable	20,000
Normal Installed Cost	17,000

Total Installed Cost	\$30,000
Minus Normal Installed Cost	17,000
Equals Excess Installed Cost	13,000
Optional Payment Charge	13,000

Nonrecoverable Cost	\$20,000
Minus Optional Payment Charge	13,000
Equals Investment for MTL	
Computation	7,000
Remaining Recoverable	
Excess Installed Cost	\$0

Since the total installed cost is \$30,000 and the normal installed cost would have been \$17,000, the nonrecurring charge (optional payment) is limited to the difference (i.e., \$13,000). A Maximum Termination Liability would then be established to protect the remaining nonrecoverable cost of \$7,000 which is the difference between the total nonrecoverable cost (\$20,000) and the nonrecurring charge (\$13,000). The remaining excess installed cost in this example is zero. In addition, a recurring charge will be developed as set forth in 12.2.7 (B) following.

Example 2:

Total Installed Cost	\$30,000
Nonrecoverable Cost	10,000
Normal Installed Cost	17,000

Total Installed Cost	\$30,000
Minus Normal Installed Cost	17,000
Equals Excess Installed Cost	13,000
Optional Payment Charge	10,000

Nonrecoverable Cost	\$10,000
Minus Optional Payment Charge	10,000
Equals Investment for	
MTL Computation	0
Remaining Recoverable	
Excess Installed Cost	\$ 3,000

The Optional Payment Charge is limited to the nonrecoverable cost. In this example the Optional Payment Charge equals the nonrecoverable cost. Therefore, there is no Maximum Termination Liability. In addition, a recurring charge will be developed as set forth in 12.2.7 (B) following.

12. SPECIAL CONSTRUCTION

12.2 Liabilities, Charges and Payments (cont'd)

12.2.7 Types of Charges (Cont'd)

(A) Nonrecurring Charges (Cont'd)

(6) Optional Payment Charge (Cont'd)

(a) Development of Optional Payment Charge (Cont'd)

Since the total installed cost is \$30,000 and the normal installed cost would have been \$17,000, the nonrecurring charge (optional payment) is limited to the difference (i.e., \$13,000). A Maximum Termination Liability would then be established to protect the remaining nonrecoverable cost of \$7,000 which is the difference between the total nonrecoverable cost (\$20,000) and the nonrecurring charge (\$13,000). The remaining excess installed cost in this example is zero. In addition, a recurring charge will be developed as set forth in 12.2.7 (B) following.

Example 2:

Total Installed Cost	\$30,000
Nonrecoverable Cost	10,000
Normal Installed Cost	17,000
Total Installed Cost	\$30,000
Minus Normal Installed Cost	17,000
Equals Excess Installed Cost	13,000
Optional Payment Charge	10,000
Nonrecoverable Cost	\$10,000
Minus Optional Payment Charge	10,000
Equals Investment for	
MTL Computation	0
Remaining Recoverable	
Excess Installed Cost	\$ 3,000

The Optional Payment Charge is limited to the nonrecoverable cost. In this example the Optional Payment Charge equals the nonrecoverable cost. Therefore, there is no Maximum Termination Liability. In addition, a recurring charge will be developed as set forth in 12.2.7 (B) following.

If any portion of the specially constructed FIA, for which an Optional Payment Charge has been paid, requires replacement involving capital investment, a charge for replacement will apply. This charge will be in the same ratio as the initial Optional Payment Charge was to the installed cost of the specially constructed FIA. The customer will be notified in writing that the replacement is required. Replacement will not be made without the customer's ASR. If any portion of the FIA subject to the replacement charge fails, the FIA will not be restored until the customer orders the replacement.

Example:

Original Total Installed Cost	\$30,000
Original Optional Payment Charge	\$15,000
Subsequent Cost of Replacement	\$ 2,000

Original Optional Payment Charge x	
<u>Replacement Cost</u>	
Total Installed Cost	
<u>\$15,000 x \$2,000 = 1,000</u>	
\$30,000	
Replacement Charge	\$ 1,000

12. SPECIAL CONSTRUCTION

12.2 Liabilities, Charges and Payments (Cont'd)

12.2.7 Types of Charges (Cont'd)

(B) Recurring Charges

These charges apply on a monthly or annual basis for specially constructed FIA. There are three conditions for which recurring charges apply:

- When a customer requests the construction of more facilities than are necessary to provide the FIA currently ordered.
- When a customer requests a facility route or type other than that which the Telephone Company would utilize to provide FIA.
- When a customer's request results in the Telephone Company leasing transmission or other equipment from private vendors to provide FIA (Lease Charge).

(1) Excess Capacity Charge

An Excess Capacity Charge applies when the customer requests more facilities be constructed than are required to satisfy the customer's ASR. The charge is based on the estimated cost difference between the facilities constructed at the customer's request and the facilities actually required to meet the customer's ASR.

Example:

A customer has an immediate FIA requirement which would require a 100 pair cable but requests the installation of a 300 pair cable to allow for growth.

Total Installed Cost (300 Pair)	\$2,500
Estimated Annual Cost	\$ 920
Estimated Installed Cost (100 Pair)	\$1,000
Estimated Annual Cost	\$ 368

Excess Recurring Charge: Annually \$920 - \$368 = \$552

Monthly \$552
12 = \$46

This charge applies until such time as the customer orders sufficient FIA to necessitate use of a larger size cable (e.g., 200 pair cable). At that time the recurring charge is adjusted as indicated in the following example:

Total Installed Cost (300 Pair)	\$2,500
Estimated Annual Cost	\$ 920
Estimated Installed Cost (200 Pair)	\$1,900
Estimated Annual Cost	\$ 683

Excess Recurring Charge: Annually \$920 - \$683 = \$237

Monthly \$237
12 = \$19.75

12. SPECIAL CONSTRUCTION

12.2 Liabilities, Charges and Payments (Cont'd)

12.2.7 Types of Charges (Cont'd)

(B) Recurring Charges (Cont'd)

(1) Excess Capacity Charge (Cont'd)

The charge is revised in this manner until the number of FIA being provided would require a 300 pair cable, at which time the Excess Capacity Charge is no longer applied. The charge would be reapplied if the number of FIA declined to a level which would not require a 300 pair cable.

Such charges will continue to apply to all facilities held in abeyance until the period of termination liability expires. If facilities are still held in abeyance after the termination liability expires, a new schedule of rates will be calculated and such rates will apply as long as facilities are held in abeyance for the customer.

(2) Charge for Route or Type Other Than Normal

When the customer requests Special Construction using a route or type of FIA other than that which the Telephone Company would normally use, a recurring charge is applicable. The charge is the difference between the estimated recurring costs of the specially constructed FIA and the estimated recurring costs of the FIA the Telephone Company would normally use. The charge will be no greater than the recurring costs of the specially constructed FIA.

(a) If the customer elects to pay an Optional Payment Charge, the portion of the recurring charge for the excess investment covered by the optional payment excludes capital cost items (depreciation, return on investment and Federal income tax on that return). The remaining recurring expense cost items associated with the optional payment (maintenance, administration, and other taxes) are increased by a ten percent management fee and will be included in the recurring charge.

The portion of any recurring charge associated with any remaining Special Construction investment will include both capital and expense costs. The ten percent management fee is not applied to this portion of the recurring charge.

FACILITIES FOR INTRASTATE ACCESS

12. SPECIAL CONSTRUCTION

12.2 Liabilities, Charges and Payments (Cont'd)

12.2.7 Types of Charges (Cont'd)

(B) Recurring Charges (Cont'd)

(2) Charge for Route or Type Other Than Normal (Cont'd)

DEVELOPMENT OF RECURRING MONTHLY CHARGE FOR OPTIONAL PAYMENTS

For example 1 see 12.2.7(A)(6)(a)

	<u>SPECIAL ROUTE OR TYPE OF FIA</u>			<u>NORMAL</u>
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
	Optional Payment			
	Nonrecurring	Specially		
	Charge For	Constructed FIA		Normal
	Special Const.	Less Nonrecurring	Existing	Route/Type
	<u>FIA</u>	<u>Charges</u>	<u>Facilities</u>	<u>Facilities</u>
	\$13,000	\$17,000		\$17,000
1. Depreciation	-	1,122		408
2. Federal Income				
Tax and Return	-	2,142		2,346
3. Maintenance	1,131	1,479		799
4. Administration	455	595		595
5. Other Taxes	286	37		374
6. Sub Total	1,872	-	-	-
7. 10% x Line 6	187	-	-	-
8. Totals	(A) \$ 2,059	(B) \$ 5,712	(C)	(D) \$ 4,522

A + B = \$7,771

A + B + C = 7,771

(A + B + C) - D = 3,249

Excess Recurring Charge:* Annually \$3,249.00

Monthly \$ 270.75

*The lower of (A+B+C)-D, or (A+B)

For example 2 see 12.2.7(A)(6)(a)

	<u>SPECIAL ROUTE OR TYPE OF FIA</u>			<u>NORMAL</u>
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
	Optional Payment			
	Nonrecurring	Specially		
	Charge For	Constructed FIA		Normal
	Special Const.	Less Nonrecurring	Existing	Route/Type
	<u>FIA</u>	<u>Charges</u>	<u>Facilities</u>	<u>Facilities</u>
	\$10,000	\$20,000		\$17,000
1. Depreciation	-	1,320		408
2. Federal Income				
Tax and Return	-	2,520		2,346
3. Maintenance	870	1,740		799
4. Administration	350	700		595
5. Other Taxes	220	440		374
6. Sub Total	1,440	-	-	-
7. 10% x Line 6	144	-	-	-
8. Totals	(A) \$ 1,584	(B) \$ 6,720	(C)	(D) \$ 4,522

A + B = \$8,304 A + B + C = 8,304 (A + B + C) - D = 3,782

Excess Recurring Charge:* Annually \$3,782.00

Monthly \$ 315.17

*The lower of (A+B+C)-D, or (A+B)

12. SPECIAL CONSTRUCTION

12.4.2 Liabilities, Charges and Payments (Cont'd)12.2.7 Types of Charges (Cont'd)(B) Recurring Charges (Cont'd)(3) Charge for Route or Type Other Than Normal (Continued)

(b) If the customer has elected the actual cost option, the recurring charge will be adjusted to reflect the actual cost of the new construction when the cost is determined. This adjusted recurring charge is applicable from the start of FIA.

(4) Lease Charge

A Lease Charge applies when the Telephone Company leases equipment (e.g., portable microwave equipment) in order to provide FIA to meet the customer's requirements. The amount of the charge is the net added cost to the Telephone Company caused by the lease.

12.2.8 Application of Charges

The charges for Special Construction are those charges which are in effect for the period that the Special Construction is furnished. If the charges for a period covered by a bill change after the bill has been rendered, the bill will be adjusted to reflect the new charges. Charges are based on Special Construction of (A) permanent FIA or (B) temporary FIA.

(A) Special Construction of Permanent FIA(1) Special Construction When Not Available and There is No Other Requirement for Them

When permanent FIA are not available and the Telephone Company constructs them and there is no other Telephone Company need for the specially constructed FIA, a nonrecurring charge, and a Maximum Termination Liability may be applicable.

(2) Special Construction Using a Route or Type of FIA Other Than Normal

When the specially constructed FIA involve a route or type of FIA other than that which the Telephone Company would ordinarily use, charges are based on the difference between the estimated costs of the specially constructed FIA and those the Telephone Company would ordinarily use. A nonrecurring charge, a recurring charge, and a Maximum Termination Liability may be applicable.

(3) Special Construction of a Greater Quantity of FIA Than Necessary to Satisfy the Customer's Order for Service

When the Telephone Company constructs more FIA than is required to satisfy the customer's ASR, additional charges will apply. These charges may include a nonrecurring charge, a recurring charge, and a Maximum Termination Liability.

(4) Special Construction Expedited at Greater Cost Than Would Otherwise be Incurred

When construction is expedited resulting in added costs, a nonrecurring Expediting Charge applies.

(B) Special Construction of Temporary FIA Order

When permanent FIA are not available and temporary FIA are constructed pending the construction of permanent FIA, a nonrecurring charge, and a Maximum Termination Liability may be applicable.

12. SPECIAL CONSTRUCTION

12.3 Deferral of the In-Service Date of FIA

12.3.1 General

The customer may request the Telephone Company to defer the in-service date of FIA on specially constructed FIA subject to the provisions as set forth in 4.2.2(A) preceding. If the deferral is not in compliance with the provisions as set forth in 4.2.2(A), the Special Construction case is considered to be cancelled and cancellation charges apply. Requests for deferral must be in writing and are subject to the following regulations.

12.3.2 Construction Has Not Started

If the Telephone Company has not incurred any costs (e.g., engineering and/or installation) before receiving the customer's request for deferral, no charge applies other than the Case Preparation Charge. However, the original quotation is subject to Telephone Company review at the time of reinstatement to determine if the original charges are still valid. Any change in liabilities and charges requires the concurrence of the customer in writing. Additional Case Preparation Charges will also apply.

12.3.3 Construction Has Started But Is Not Complete

If the construction of FIA has started, but has not been completed, before the Telephone Company receives the customer's request for deferral, charges apply. The charges vary depending on whether all or some of the FIA ordered are deferred.

(A) All FIA Are Deferred

When all FIA involving Special Construction are deferred, a charge equal to the costs incurred during each month of the deferral applies. Those costs include the recurring costs for that portion of the FIA already completed and any other costs associated with the deferral. The Case Preparation Charge also applies.

(B) Some But Not All FIA Are Deferred

When some, but not all, FIA utilizing the specially constructed FIA are deferred, the Special Construction case will be completed. Maximum Termination Liability will apply in addition to Case Preparation Charges and any recurring charges associated with the Special Construction.

12.3.4 Construction Complete

If the construction of FIA has been completed before the Telephone Company receives the customer's request for deferral, the Case Preparation Charge as originally determined, will apply and any recurring charges associated with the Special Construction. The maximum termination liability period will begin when the customer accepts the service.

12.4 Charges for Customers Choosing the Optional Liability Period to Provide Permanent FIA

12.5 Charges for Customers Choosing the Standard Liability Period to Provide Permanent FIA

This section contains the Special Construction charges to provide permanent FIA to individual customers. Charges are developed on an Individual Case Basis for a specific customer and filed in this section.

12.6 Charges to Provide Temporary FIA

This section contains the Special Construction charges to provide temporary facilities to individual customers. Charges are developed on an Individual Case Basis for a specific customer and filed in this section.

13. ADVANCED COMMUNICATIONS NETWORKS

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13. ADVANCED COMMUNICATIONS NETWORKS

13.1 Transparent LAN Service (TLS)

(A) Definitions

In addition to the Definitions set forth in General Regulations, Section 2.6, the following definitions apply:

Domain: A Virtual Local Area Network (VLAN) or a collection of circuits that belong to one closed user group.

Gigabits per Second (Gbps): Data transfer rate for 1000 Mbps. The speed at which data is transferred through the network, where one Gigabit Per Second equals the transfer rate of one (1) billion bits of data in one (1) second.

Megabit Per Second (Mbps): The speed where data is being transferred in the network, where one Megabit Per Second equals to the transfer rate of 1 million bits of data in 1 second.

Nanometers (nm): Wavelength frequency equivalent to 1 billionth of a meter.

(B) Service Description

Transparent LAN Service (TLS) is a high speed data service which uses a shared optical transport network to allow for the interconnection of Local Area Networks (LANs) across selected metropolitan areas. TLS delivers an interface of 10 Mbps, 100 Mbps, 1000 Mbps, or 10 Gbps from the Customer's LANs to the shared network.

TLS creates a network with the ability to function as a shared public network. TLS protects data privacy by using specialized screening software that permits subscribers to access only their data.

TLS is available in two service types: Ethernet Multipoint Service (EMS) or Ethernet Relay Service (ERS). The customer must select either (EMS) or (ERS) as the service type for each domain.

(1) Ethernet Multipoint Service

Ethernet Multipoint Service (EMS) is a connection-less Ethernet TLS service that allows connectivity among multiple customer designated locations within a LATA.

With the EMS service type, Ethernet TLS protects data privacy by using closed user groups (CUGs), also known as virtual LANs. CUGs or virtual LANs are used to provide traffic separation, privacy and security between customers on the shared switch and backbone. An EMS domain is comprised of any number of access lines designated by the customer to be included in a closed user group (CUG) or virtual LAN. EMS provides multipoint-to-multipoint connectivity among all of the customer's access lines within a given domain. Subscribers in a CUG can only access their own data.

(2) Ethernet Relay Service

Ethernet Relay Service (ERS) is a connection-oriented Ethernet TLS service that allows for point-to-point connectivity between customer designated locations within a LATA.

With the ERS TLS service type, each Ethernet Virtual Circuit (EVC) establishes a virtual LAN or CUG. An ERS domain is comprised of any number of virtual LANs designated by the customer to be included in the ERS domain. ERS provides point-to-point connectivity between pairs of customer's User Network Interface (UNI) port with access lines, and shared network virtual circuits within a given domain.

13. ADVANCED COMMUNICATIONS NETWORKS

13.1 Transparent LAN Service (TLS) (Cont'd)

(B) Service Description (Cont'd)

(2) Ethernet Relay Service (Cont'd)

A customer may have more than one domain within a LATA, but connections between domains are not permitted. TLS may be used to access shared networks. In such cases, subscribers in a CUG can only access their own data.

Six EVC service classes are available for use with ERS service type:

- (a) ERS Standard (ERS-Std) and ERS Basic(ERS-B), and EVP-LAN Basic (EVPLAN-B): designed for customer applications that do not require a Committed Information Rate (CIR) or low delay, where CIR = 0 and Excess Information Rate (EIR) = # of Mbps of the selected ERS-Std/ERS-B or EVPLAN-B EVC service class.
- (b) ERS-Priority Data (ERS-PD): designed for customer applications which do not require low delay, but require a CIR, where CIR = # of Mbps of the selected ERS-PD EVC service class and EIR = # of Mbps of the selected ERS-PD EVC service class.
- (c) ERS Real Time (ERS-RT) and EVP-LAN Real Time (EVPLAN-RT): designed for customer applications which require a CIR and low delay for some portion of their traffic, where CIR = # of Mbps of the selected ERS-RT or EVPLAN-RT EVC service class and EIR = 0. EVPLAN-RT is not available for 10 GBPS UNI speed.
- (d) An ERS EVC can include up to three service classes (ERS-B, ERS-PD and ERS-RT) as described above within each EVC. An EVP-LAN EVC can include one service class (either EVPLAN-B or EVPLAN-RT) as described above within each EVC. The customer will be required to identify the Basic, PD and RT Class of Service Ethernet frames by one of the following choices: setting the VLAN Class of Service (CoS) ID (for 802.1q tagged Ethernet Frames), or setting the DiffServ Code Point (DSCP) (for tagged or untagged Ethernet frames) or setting the VLAN ID (for tagged or untagged Ethernet frames), appropriately.

(C) Conditions

- (1) A TLS network will be limited to central offices in a specific geographic location. Customers gain access to the shared TLS network via a switch, node or other Telephone Company equipment delivering service through a shared fiber path or network infra-structure deployed in the Customer's serving central office (TLS equipped central office), deployed in leased space near the Customer's location, or deployed at the Customer's location. At subscription, the Customer has an option of selecting standard access lines at speeds of 10 Mbps, 100 Mbps, 1000 Mbps or 10 Gbps.
- (2) TLS is available to Customers whose serving central office is a TLS equipped central office and is located within the maximum allowable range of the serving central office. The maximum allowable fiber range is determined by the dB loss rate where the actual distance between the TLS equipped serving wire center and the Customer's location will vary based on the specifics of the transport facility used in each serving arrangement.
- (3) If the Customer's serving central office is not a TLS equipped central office, the Customer may obtain service by paying the Interoffice Mileage charge (from the customer's serving central office and the nearest TLS equipped central office) in addition to TLS access charges. The fiber dB loss cannot exceed the maximum allowable range, as specified in regulation above.

13. ADVANCED COMMUNICATIONS NETWORKS

13.1 Transparent LAN Service (TLS) (Cont'd)

(C) Conditions (Cont'd)

(4) Provision of Service

The TLS service will consist of:

- a. Network Interface Device (NID) at the Customer's premises to terminate the fiber pair or other optical transport.
- b. Optical Transport from the Customer's premises to the serving central office.
- c. Network Management including fault monitoring and diagnostics, performance and network configuration applications and manual monitoring when necessary.
- d. User Network Interface (UNI) Port with Access Line Connection

UNI Port with Access Line Connections, provide connectivity between the customer premises and the serving wire center. UNI Port with Access Line connections are available as either EMS or ERS. Connectivity can be established only between or among UNI Port with Access Line Connections of the same service type. The available UNI Port with Access Line Connections are 10 Mbps, 100 Mbps, and 1000 Mbps.

For EMS service type, the customer may select a Standard Access or Protected Access Line * Connection. For ERS service type, the customer must select a Standard Access or Premier Access Line Connection. The Standard Access Line Connection only supports ERS Standard EVCs. Premier Access Line Connections support ERS Basic, ERS Priority Data, ERS Real-Time, EVPLAN-Basic and EVPLAN-Real Time EVCs.

For ERS service type, the customer must select a Standard Access or Premier Access Line Connection. The Standard Access Line Connection only supports ERS Standard EVCs. Premier Access Line Connections support ERS Basic, ERS Priority Data, ERS Real-Time, EVPLAN-Basic and EVPLAN-Real Time EVCs.

- e. Ethernet TLS Ethernet Virtual Circuit (EVC), where applicable.

An Ethernet TLS EVC provides point-to-point Ethernet connectivity between two UNIs, between a UNI and a shared network EVC or between a UNI and an Internet VC. Ethernet TLS EVCs are only available with ERS. The ERS Ethernet TLS EVCs are designed for customer applications that do not require bandwidth or delay guarantees. ERS Standard provides no performance guarantees.

- f. Interoffice Mileage, where applicable.
- g. Optional Features
Customer Service Management (CSM) *

* CSM and Protected Access Line is grandfathered and no longer available to new Customers. Moves, additions or changes to subscribers' existing service will not be permitted.

13. ADVANCED COMMUNICATIONS NETWORKS

13.1 Transparent LAN Service (TLS) (Cont'd)

(C) Conditions (Cont'd)

(5) Availability of Service

TLS will be provided seven days a week, 24 hours a day, from central offices equipped to provide this service.

ERS service, including Premier Access Lines and ERS-Std, ERS-B, ERS-PD, ERS-RT, EVPLAN-B, EVPLAN-RT EVCs, as defined in section (B)(2), will only be available from Central Offices equipped to support ERS service.

(6) Connections

The network interface is the LAN interface on the TLS equipment at the Customer's premises. The Customer is responsible for any inside wire required in connecting the LAN to the TLS equipment.

The Customer is also responsible for installation, operation and maintenance of any Customer-provided equipment.

The Company has the service responsibility up to and including the network interface.

The standard Customer connectivity model for UNI Port and Access includes direct fiber or existing fiber or existing transport facilities between the Customer's location and the TLS equipped central office. Customers requesting Protected Access Line service will have two standby fibers provisioned in addition to the primary direct fiber. Customers may select to have their UNI Port and Access provisioned over an optical transport system. If so, the Customer must choose one of the following UNI Port with Access arrangements:

- Protected Non-Diverse: Customer connectivity is provisioned over an optical transport system as a survivable service with an alternate (non diverse) facility between the Customer's location and the TLS equipped central office. The optical Protected Interoffice mileage charge is only applicable to the 1000 Mbps speed when interoffice facilities are required.
- Protected Diverse: Customer connectivity is provisioned over an optical transport system as a survival service with an alternate and diverse fiber path between the Customer's location and the TLS equipped central office. The optical Protected Interoffice mileage charge is only applicable to the 1000 Mbps speed when interoffice facilities are required. Dual entrance at the Customer premises and Company wire centers are not considered a standard feature of this option, but may be provided through special construction charges, where facilities are available.
- Protected Private: Customer connectivity is provisioned over a dedicated private ring which the customer has already obtained from the Telephone Company. At least one node of the private ring must be located in a TLS equipped central office.

(7) Limitations

The Customer's location must be within the maximum allowable range of the TLS equipped central office, as defined in (C)(2).

13. ADVANCED COMMUNICATIONS NETWORKS

13.1 Transparent LAN Service (TLS) (Cont'd)

(C) Conditions (Cont'd)

(8) Maintenance Window

To meet the Customers' requirements, occasional network upgrades must be performed. These network upgrades are needed to provide improved performance and new features. Generally these upgrades will be performed between the hours of 11 PM and 6 AM. Network upgrades are planned to provide Customers reasonable and timely notification in order to minimize any impact on the Customers' service.

(9) Technical Specifications

The technical specifications for TLS are delineated in IEEE802.3-2000.

(10) Transmission Mode

The supported transmission mode is dependent on the access rate. The supported transmission mode for 10 Mbps access is half-duplex and full duplex. Full duplex 10 Mbps access is available only where conditions and facilities permit. The supported transmission mode for 100 Mbps, 1000 Mbps or 10 Gbps access is full duplex.

(11) TLS is available where facilities and conditions permit. Special construction charges may apply.

(D) Service Level Agreements (SLA)

Service Level Agreements (SLA) provide TLS Customers with Service Response Credits (SRC) applied to their Frontier Florida telephone bill if the Company fails to meet certain operational and network thresholds. SLAs are available at no additional charge or fee to the Customer.

A Customer is eligible for the SLA SRC given the Customer adheres to the conditions stated within this section. The SLA specifies performance criteria against which actual performance for TLS will be compared on a monthly basis.

The TLS SLA includes the following measurements:

Operational SLAs

- Mean Time to Repair (MTTR)
- Network Availability

Network Performance SLAs

- Ethernet Virtual Circuit (EVC) Class of Service (CoS) Performance
 - Data Delivery Ratio (DDR)
 - Round Trip Delay (RTD)
 - Jitter

The SLA SRC will apply to the following TLS elements:

- UNI Port with Access Line Connection
- Ethernet Virtual Circuit (EVC) Bandwidth, excluding EVPLAN EVCs

To receive SRCs on eligible rate elements, the Customer must have the eligible rate elements listed in its initial subscription based on the established customer of record, or have ordered the eligible rate elements subsequent to its initial subscription. The Company reserves the right to change, alter or discontinue the optional SRC plan at its discretion.

13. ADVANCED COMMUNICATIONS NETWORKS

13.1 Transparent LAN Service (TLS) (Cont'd)

(D) Service Level Agreements (SLA) (Cont'd)

All service performance and provisioning measurements are conducted using the Company monitoring systems and procedures. The Company may change these systems and procedures at its sole discretion. In performing measurements of overall Mean Time To Repair (MTTR) and Network Availability, the Company shall include data measured throughout the territories covered by this tariff.

To receive credit, the Company must receive from the Customer a written request for credit within thirty (30) calendar days of the end of the monitoring period that the SRC is referencing. The Customer's request for credit must be submitted to the appropriate Company entity (office or interface) in a manner prescribed by Company. The request must include a list of all impacted circuit/connection identification numbers and the type of SRC requested for each circuit/connection. The SRC monitoring period is based on a calendar month.

(1) Operational Service Level Agreements (SLAs)

(a) Mean Time to Repair (MTTR)

MTTR is the average mean time for the Company to repair Customer reported interruptions for service that is within the Company's network. A TLS service is interrupted when it becomes unusable to the Customer because of a failure of a facility component within the Company's network that is used to furnish service under this tariff.

MTTR Measurement

Under the MTTR SLA, the Company will measure the average Time to Repair (TTR) for Customer-reported interruptions in the services with respect to TLS Access Lines. To be measured under this SLA, the Customer must report any interruption to a Company-designated entity for the opening of a trouble ticket. The TTR is measured from the date and time a trouble ticket is opened by the Company and the date and time when such ticket is closed by the Company. In measuring the TTR, any stop clock time or adjusted duration time associated with the trouble shall be subtracted from such measurement. For purposes of this measurement, stop clock time refers to

1. periods when the Customer testing is occurring;
2. periods when the Company is awaiting the Customers authorization to commence work on a TLS Access Line;
3. periods when the Company is denied access to the Customers premises or facilities as necessary to diagnose, repair or test
4. periods following a repair of a TLS Access line when the ticket is held open by the Customer to ensure the trouble is resolved and
5. any time period during which any of the listed occurrences existed, as set forth in Section (D)(4) SLA Exclusions following.

The SLA shall not apply to cases of trouble where no trouble was found or repeated cases of trouble for the same interruption. The MTTR SLA shall be measured on a calendar month basis and shall be calculated by adding the TTR for all interruptions and dividing that sum by the total number of trouble tickets opened for interruptions for the Customer during that month.

13. ADVANCED COMMUNICATIONS NETWORKS

13.1 Transparent LAN Service (TLS) (Cont'd)

(D) Service Level Agreements (SLA) (Cont'd)

(1) Operational Service Level Agreements (SLAs) (Cont'd)

(a) Mean Time to Repair (MTTR) (Cont'd)

MTTR SRCs

If the MTTR is greater than four (4) hours over the calendar month, then 50% of the one month TLS Access Line monthly charge shall be given as a MTTR SRC for those Access Lines which have been out of service for longer than four (4) hours and have been reported by the Customer via a trouble ticket to the Company. The MTTR SRC credit excludes and is not applicable to scheduled maintenance, scheduled downtimes or delays resulting from an event of force majeure.

(b) Network Availability

Network Availability refers to the percentage of time during a calendar month that the TLS is available for use by the Customer.

Network Availability Measurement

The Company threshold for Network Availability is 99.90%. Network Availability is calculated on a per TLS Port Connection basis as follows:

$$\frac{((24 \times \text{Number of Days in Month} \times \text{Number of TLS Port Connections}) - (\text{Number of Hours Out of Service during Month}))}{(24 \times \text{Number of Days in Month} \times \text{Number of TLS Port Connections})}$$

The Company will not round up the calculation to reach the 99.90% threshold. This SLA is only available for outages reported by the Customer via a trouble ticket to the Company.

Network Availability SRCs

If the overall Network Availability measurement is less than the threshold of 99.90% for a calendar month, the Company will provide a credit equal to ten percent (10%) of the associated monthly charge for an individual TLS port connection that did not meet such threshold during such a calendar month.

(2) Network Performance SLAs

Network Performance SLA applies to all Customers subscribing to an EVC Class of Service (CoS) within a local network consisting of the following types:

- ERS Real Time EVC bandwidth CoS, and
- ERS Priority Data EVC bandwidth CoS.
- All other EVCs do not qualify for Network Performance SLAs, including EVPLAN EVCs.

13. ADVANCED COMMUNICATIONS NETWORKS

13.1 Transparent LAN Service (TLS) (Cont'd)

(D) Service Level Agreements (SLA) (Cont'd)

(2) Network Performance SLAs (Cont'd)

The performance SLA is hierarchical in nature and statistically-based, conformance is determined on a Met or Missed basis, first on a per-hour basis and then on a per-month conformance basis.

Per-Hour Conformance - For each hour in the month, a determination is made as to whether the performance objectives are 'Met' for the CoS attributes related to the CoS instance on a given EVC. For a given Hour (e.g., H1), the overall performance objective is 'Met' if the performance objectives for each of the Data Delivery Ratio (DDR), Round Trip Delay (RTD), and Jitter, attributes are 'Met'. If any of the attribute objectives are 'Missed', then the overall performance objective for Hour (H1) is determined to be 'Missed'.

Per-Month Conformance - For the month, a determination is made as to the percentage of hours that the overall performance objective is 'Met'. So, for a given Month (e.g., M1), the monthly performance guarantee is 'Met' if the % of hours 'Met' for the month meet or exceed the monthly objective.

EVC Class of Service Network Performance SLA shall be based on the following Ethernet frame traffic criteria:

(a) Data Delivery Ratio (DDR)

DDR is defined as the ratio of service frames successfully received from the network relative to the number of service frames offered to the network. The DDR definition is restricted to service frames that are compliant to the subscribed Committed Information Rate (CIR) profile. Interruptions caused by MTTR activity shall be excluded from the measurement of DDR.

Real Time EVC Bandwidth - Data Delivery Ratio

The Company threshold for Data Delivery Ratio is 99.5% in a calendar month.

Real Time EVC Bandwidth - Data Delivery SRCs

If the overall Data Delivery measurement does not meet the per month conformance then the Company shall provide an SRC equal to ten percent (10%) of the monthly charge for any individual EVC that did not meet such threshold during such calendar month.

Priority Data EVC Bandwidth - Data Delivery Ratio

The Company threshold for Data Delivery Ratio is 99% in a calendar month.

Priority Data EVC Bandwidth - Data Delivery SRCs

If the overall Data Delivery measurement does not meet the per month conformance then the Company shall provide an SRC equal to ten percent (10%) of the monthly charge for any individual EVC that did not meet such threshold during such calendar month.

(b) Round Trip Delay (RTD)

RTD is defined as the time (in milliseconds) it takes for a service frame to be sent from one UNI to another UNI and back again (includes link insertion delays, propagation delays and queuing delays in the network). The RTD calculation includes only the time the packet is in the network, i.e., the processing time spent in devices attached to the UNI are factored out of the definition. The RTD definition is restricted to service frames that are compliant to the subscribed CIR profile.

Real Time EVC Bandwidth - Delay Measurement

The Company threshold for Delay is 20 milliseconds.

13. ADVANCED COMMUNICATIONS NETWORKS

13.1 Transparent LAN Service (TLS) (Cont'd)

(D) Service Level Agreements (SLA) (Cont'd)

(2) Network Performance SLAs (Cont'd)

(b) Round Trip Delay (RTD) (Cont'd)

Real Time EVC Bandwidth - Delay SRCs

If the overall delay measurement does not meet the per month conformance then the Company shall provide an SRC equal to ten percent (10%) of the monthly charge for any individual EVC that did not meet such threshold during such calendar month.

Priority Data EVC Bandwidth - Delay Measurement

The Company threshold for Delay is 50 milliseconds.

Priority Data EVC Bandwidth - Delay SRCs

If the overall delay measurement does not meet the per month conformance then the Company shall provide an SRC equal to ten percent (10%) of the monthly charge for any individual EVC that did not meet such threshold during such calendar month.

(c) Jitter

Jitter is defined as the variance in frame delay (in milliseconds) between two service frames as measured at the ingress and egress UNIs. The jitter definition is restricted service frames that are compliant to the subscribed CIR profile.

Real Time EVC Bandwidth - Jitter Measurement

The Company threshold for Delay is 5 milliseconds.

Real Time EVC Bandwidth - Jitter SRC

If the overall jitter measurement does not meet the per month conformance then the Company shall provide an SRC equal to ten percent (10%) of the monthly charge for any individual EVC that did not meet such threshold during such calendar month.

(3) Validation for Operational and Network Performance SLAs

(a) Customer Validation

Operational SLAs:

The Customer must submit in writing a list of all rate elements, impacted circuit/connection identification numbers and the type of SRC requested for each circuit/connection. The written request for credit must be submitted to the appropriate Company entity in the manner prescribed by the Company.

13. ADVANCED COMMUNICATIONS NETWORKS

13.1 Transparent LAN Service (TLS) (Cont'd)

(D) Service Level Agreements (SLA) (Cont'd)

(3) Validation for Operational and Network Performance SLAs (Cont'd)

(a) Customer Validation (Cont'd)

Network Performance SLAs:

The Customer must request SRCs for Network Performance SLAs and may submit in support of such request its own measurements made by industry-standard network performance measuring equipment. Such equipment shall be subject to prior approval by the Company and be capable of the following:

For the DDR SLA, the equipment must be capable of determining the number of actual packets sent and successfully received between two (2) Customer locations.

For the RTD SLA, the equipment must be capable of measuring the transmission of a series of 128-byte time-stamped packets to a measurement system from one Customer location to another Customer location. The measurement systems must be time-synchronized by using a network based timing source that uses Greenwich Mean Time (GMT).

For the Jitter SLA, the equipment must be capable of measuring the transmission of a series of at least fifty (50), 128-byte time stamped packets at a fixed interval between each packet from one Customer location to a measurement system at another Customer location. The measurement systems must be time-synchronized by using a network based timing source that uses Greenwich Mean Time (GMT).

All equipment must be capable of measuring from edge to edge (Customer Premises Equipment (CPE) to CPE) and to make the measurement every five (5) minutes per hour for four (4) hours total per day, for a total of two-hundred and forty (240) measures per day. In order to be considered, such measurements must include at least seven consecutive days' worth of measurements for four (4) hours per day.

(b) Company Validation

The Company will research and validate the Customer-submitted SRC in accordance with its own procedures and systems. The Company may, at its discretion, use either the Customer-provided data or its own measurement data (or above mentioned formulas) to evaluate and assess whether SRCs are warranted.

13. ADVANCED COMMUNICATIONS NETWORKS

13.1 Transparent LAN Service (TLS) (Cont'd)

(D) Service Level Agreements (SLA) (Cont'd)

(4) SLA Exclusions

SLAs do not apply to the extent that any of the following reasons prevented the Company from meeting such SLAs:

- (a) The acts of the Customer or other party authorized by the Customer to use the TLS circuit/connection, including but not limited to Customer's negligence, Customer's refusal to grant the Company reasonable access to its premises for testing/repair, Customer's refusal to release the TLS circuit/connection for testing and/or repair, Customer's maintenance activities or its rearrangement of the TLS circuit/connection or where the Customer has exceeded the purchased EVC bandwidth;
- (b) Subsequent reports (i.e., additional Customer inquiries) while the trouble is pending;
- (c) Service troubles closed due to the Customer's action;
- (d) Service troubles repaired by the Company prior to its receipt of a trouble report;
- (e) Service trouble caused by the Customer's CPE or facilities on its side of the demarcation point or any power, equipment, service or systems not provided by the Company;
- (f) An Interruption related to the provisioning of a new TLS Access Line or Access Lines in service for less than a month;
- (g) Scheduled maintenance and downtimes;
- (h) Unavailability of network monitoring or management equipment or reporting;
- (i) Any other reason outside the control of the Company.

(5) Limitation on SRCs

The combined total of an SRCs applied to the Customer's TLS service for a calendar month must meet the following conditions:

- (a) For any calendar year, the total SRCs shall not exceed ten percent (10%) of the total annual revenue of the prior calendar year billed to the Customer for qualifying service elements, or \$200,000 per Customer, whichever is less. For any calendar year in which the Customer had less than twelve (12) full months of revenue for qualifying service elements in the prior calendar year, the SRCs may not exceed \$20,000 per Customer for TLS Network.
- (b) To receive an SRC, the Customer must request such SRC in writing within thirty (30) calendar days of the end of the monitoring period of the referenced SRC. The request must include a list of all impacted EVC identification numbers and the type of SRC requested for each EVC.

13. ADVANCED COMMUNICATIONS NETWORKS

13.1 Transparent LAN Service (TLS) (Cont'd)

(E) Application of Rates and Charges

(1) The following rate elements are applicable to TLS:

- UNI Port with Access Line Connection
 - Standard Access Line
 - Protected Access Line *
 - Premier Access Line
 - EMS
- Ethernet Virtual Circuit (EVC)
- Interoffice Mileage
- Domain/LAN Extension Equipment Changes
- Optional Features
 - Customer Service Management (CSM) *

(a) UNI Port and Access Line

1. Standard Access Line

A monthly rate applies on a per line basis, based on the speed of the access connection (i.e., 10, Mbps, 100 Mbps, 1000 Mbps or 10 Gbps). The Standard Access Line is offered on a month to month basis, or as a three-year or five-year Term Payment Plan. A nonrecurring charge applies to the installation of the TLS Access Line provided on a month-to-month basis. Besides the standard connectivity model, Standard Access Line is offered with three other types of UNI Port with Access Line Connections, where facilities exist. (10 Gbps is not available for these Protected options.)

- (1) Protected Non-Diverse
- (2) Protected Diverse
- (3) Protected Private

2. Protected Access Line (available for EMS Service type only) *

Protected Access Lines are provisioned as a survivable service with an alternate fiber pair between the central office and the customer premises. Protected Access Line allows the Company to detect and recover a failure and move the customer's data to an alternate fiber pair in approximately one second in most instances. Both fiber pairs must be served by the same central office and must have the same access speed. The second fiber pair will be routed over a diverse fiber path when possible. A monthly rate applies on a per line basis, based on the speed of the access connection (i.e., 100 Mbps and 1000 Mbps). A nonrecurring charge will apply to the installation of a Protected Access Line provided on a month-to-month basis. Protected Access Line is only offered with a direct fiber UNI Port with Access Line Connection, where facilities exist.

* Effective February 10, 2011 CSM and Protected Access Line is grandfathered and no longer available to new Customers. Moves, additions or changes to subscribers' existing service will not be permitted.

13. ADVANCED COMMUNICATIONS NETWORKS

13.1 Transparent LAN Service (TLS) (Cont'd)

(E) Application of Rates and Charges (Cont'd)

(1) The following rate elements are applicable to TLS: (Cont'd)

(a) UNI Port and Access Line (Cont'd)

3. Premier Access Line

A monthly rate applies on a per-line basis, based on the speed of the access line (i.e., 10 MBPS, 100 MBPS, 1000 MBPS or 10 Gbps). A Premier Access Line must be purchased in conjunction with some combination of ERS-B, ERS-PD, ERS-RT EVC, EVPLAN-B and/or EVPLAN-RT service classes, which are described in section B.1. The Premier Access Line is offered on a month-to-month basis or as a 3 Year or 5 Year Term Plan. A nonrecurring charge applies to the installation of the UNI provided on a month-to-month basis. A customer can not mix Premier UNI Ports with any other UNI port type.

The percentage of each Premier Access Line UNIs allowed for EVC bandwidth is limited, where connections must comply with each of the following threshold requirements :

- ERS-B less than or = 500% of UNI Speed
- ERS-PD less than or = 100% of UNI Speed
- ERS-RT less than or = 100% of UNI Speed
- ERS-PD + ERS-RT + EVPLAN-RT less than or = 100% of UNI Speed
- ERS-B + ERS-PD + ERS-RT + EVPLAN-B less than or = 500% of UNI Speed

- EVPLAN-B less than or = 20 Gbps of the EVP-LAN CUG
- EVPLAN-RT less than or = 1 Gbps of the EVP-LAN CUG

Besides the standard connectivity model, Premier Access Line is offered with three other types of UNI Port with Access Line Connections, where facilities exist.

- (1) Protected Non-Diverse
- (2) Protected Diverse
- (3) Protected Private

4. EMS Real Time (EMS-RT) Access Line

A monthly rate applies on a per-line basis, based on the speed of the access connection (i.e., 100 MBPS, 1000 MBPS or 10 Gbps). This enhanced service class configures a fixed portion of the UNI to be configured for Real Time Traffic, where each 100 MBPS UNI has CIR = 5 MBPS with EIR = 0 with each 1000 MBPS UNI has CIR = 20 MBPS with EIR = 0, and with each 10 Gbps UNI has CIR = 50Mbps with EIR = 0. The remainder of the UNI can be used for CIR = 0 and EIR = 0 traffic. The EMS-RT Access Line is offered on a month-to-month basis or as a 3 Year or 5 Year Term Plan. A nonrecurring charge applies to the installation of the EMS-RT Access Line provided on a month-to-month basis. A customer can not mix an EMS-RT Access Line with the ERS Service type, but may mix EMS-RT Access Line with EMS Access Lines.

13. ADVANCED COMMUNICATIONS NETWORKS

13.1 Transparent LAN Service (TLS) (Cont'd)

(E) Application of Rates and Charges (Cont'd)

(1) The following rate elements are applicable to TLS: (Cont'd)

(a) UNI Port and Access Line (Cont'd)

4. EMS Real Time (EMS-RT) Access Line

Besides the standard connectivity model, EMS Real Time Access Line is offered with three other types of UNI Port with Access Line Connections, where facilities exist. (10 Gbps is not available for these Protected options.)

- (1) Protected Non-Diverse
- (2) Protected Diverse
- (3) Protected Private

b) Ethernet Virtual Circuit (EVC)

For customers who order the Standard Access Line, a monthly rate will apply on a per EVC bandwidth basis. ERS Standard is the only EVC class available with the Standard Access Line. The EVC bandwidth must be equal to the bandwidth of the lowest speed of the end points it is connecting. ERS Standard EVCs are purchased on a month-to-month basis. A non-recurring setup charge will apply per ERS Standard EVC.

For customers who order the Premier Access Line, a monthly rate will apply on a service class and EVC bandwidth basis. Premier Access Line customers have the choice of combining ERS-Basic, ERS-Priority Data, ERS-Real Time, EVPLAN-Basic and/or EVPLAN-Real Time bandwidth on an EVC. A non-recurring setup charge will apply per ERS EVC. EVCs are purchased on a month-to-month basis. A customer may have more than one service class on the EVC, but will only pay one EVC non-recurring setup charge.

The number of EVCs permitted on each Standard Access Line and/or Premier Access Line are limited as follows :

- 10 Mbps less than or = 5 EVCs
- 100 Mbps less than or = 16 EVCs
- 1000 Mbps less than or = 250 EVCs.
- 10 Gbps less than or = to 750 EVCs

ERS-Basic, ERS-Priority Data, ERS-Real Time, EVPLAN-B and EVPLAN-RT EVC bandwidth is limited to a maximum Mbps per Service Class per EVC, and must comply with each of the following maximum limits :

<u>EVC Service Class</u>	<u>10 Mbps</u>	<u>100 Mbps</u>	<u>UNI Max/EVC</u>	<u>1000 Mbps</u>	<u>UNI Max/EVC</u>	<u>10Gbps</u>	<u>UNI Max/EVC</u>
ERS-B or							
EVPLAN-B	10Mbps	100 Mbps		1000 Mbps		1000 Mbps	
ERS-PD	10Mbps	100 Mbps		500 Mbps		500 Mbps	
ERS-RT	10 Mbps	100 Mbps		100 Mbps		100 Mbps	
EVPLAN-RT	10 Mbps	50 Mbps		50 Mbps			

13. ADVANCED COMMUNICATIONS NETWORKS

13.1 Transparent LAN Service (TLS) (Cont'd)

(E) Application of Rates and Charges (Cont'd)

(1) The following rate elements are applicable to TLS: (Cont'd)

(c) Interoffice Mileage

The Interoffice Mileage charge is based on the Per Mile charge multiplied by the distance between the Customer's serving central office and the nearest TLS equipped central office (a central office equipped with a switch, node, or other Telephone company equipment capable of delivering service, via a shared fiber path or network infra-structure). This interoffice distance is measured in airline miles, based upon latitude and longitude of each central office. The mileage measurement is calculated as specified by NECA Tariff FCC No. 4. The mileage rate applies on a per mile basis. This charge applies in addition to the applicable rates and charges for Standard Access Line, Protected Access Line or Premier Access Line. Optical Protected interoffice transport is available for the 1000M UNI speed. The protected transport option for 10/100MBPS, Protected Non-Diverse and Protected Diverse, UNI speeds includes optical protected interoffice transport when needed.

(d) Domain/LAN Extension Equipment Changes

Customer requests for changes in Domains and replacement of LAN extension equipment will be charged a nonrecurring charge per location per change.

(e) Optional Features

(1) Customer Service Management (CSM) *

Customer Service Management (CSM) is an optional feature that provides customers with web-based reports. These reports give the customer the ability to extract "read-only" network traffic information regarding their networks thereby allowing customers to monitor and manage their network performance. CSM is provided per customer Domain/VLAN.

CSM will be provided where conditions and facilities permit.

The Company reserves the right to temporarily interrupt CSM for maintenance, software upgrades, and in emergency situations.

A monthly rate and a nonrecurring charge apply for each CSM arrangement. The customer will be charged on a per Domain/VLAN basis. The nonrecurring charge applies in addition to all other applicable service charges.

(2) Minimum Period

The minimum period for TLS under the month-to-month plan is nine months. The regulations applicable to TLS provided under a Term Payment Plan are specified in (D)(5).

(3) Term Payment Plans

The TLS Access Line is offered under a Term Payment Plan.

* Effective February 10, 2011 CSM and Protected Access Line is grandfathered and no longer available to new Customers. Moves, additions or changes to subscribers' existing service will not be permitted.

13. ADVANCED COMMUNICATIONS NETWORKS

13.1 Transparent LAN Service (TLS) (Cont'd)

(E) Application of Rates and Charges (Cont'd)

(4) Moves, Changes and Upgrades

When Customer requests a move or relocation of a Standard Access Line, Protected Access Line, Premier Access Line or EMS Real Time Access Line to a different address and/or building, the move or relocation will be treated as a termination of the existing service and the establishment of a new service for the application of all charges.

When the Customer requests an upgrade in service speed, or change in service type, at an existing address, the upgrade in service speed/change in service type will be treated as a termination of the existing service and the establishment of a new service for the application of all charges.

Customer requests for changes in Domains and replacement of LAN extension equipment will be charged a nonrecurring charge per location per change.

(5) Termination Liability

In the event TLS is terminated by the Customer prior to completion of the current term commitment period, the Customer shall be liable for an early termination charge, except as noted below. The amount of the early termination charge will be 25% of the monthly recurring charge(s) (MRC) for the remainder of the term.

Early termination charges will apply only to those rate elements under a term commitment period. If tariff rates for the service are increased during the term period, exclusive of any increase due to local, state or federal fees, taxes or surcharges, the Customer may terminate the service without incurring an early termination charge.

Prior to the end of the term commitment period, the Customer may select one of the following options, to be effective at the end of the term:

- Renew term commitment,
- Commit to a new term period,
- Arrange for a change of service, or
- Arrange for termination of the service

In the event the Customer does not select one of the above options, the Customer will be converted to the shortest-term period available under tariff (i.e., month-to-month, etc.) for the same service, and will be subject to the applicable term commitment, if any, unless the Customer terminates the service within sixty (60) days of the conversion date. Early termination charges will not be assessed under the following circumstances:

- Customer moves existing service either to a new location within the same address and/or same building (inside move) or to a new location (outside move) and maintains that service for the remainder of the term;
- Customer attempts to move the existing service to a new location within the Company's service area, but the service is unavailable;
- Customer renegotiates a new term commitment plan for the same service before the current term commitment expires and the value of the new term commitment is equal to or greater than the remaining value of the current term commitment; or

13. ADVANCED COMMUNICATIONS NETWORKS

13.1 Transparent LAN Service (TLS) (Cont'd)

(E) Application of Rates and Charges (Cont'd)

(5) Termination Liability (Cont'd)

- Customer changes to another service or upgrades service to a higher speed or capacity under a term commitment, provided the following conditions are met:
 - The value of the new term commitment is equal to or greater than the remaining value of the current term commitment,
 - The Company provides the new service via tariff or on an individual case basis (ICB), and
 - The order to discontinue the existing service and the order for the new or upgraded service are received by the Company at the same time.

(F) Rates and Charges

	<u>Nonrecurring Charge¹</u>	<u>Monthly Rate</u>
(1) Standard Access Line, per line		
Month to Month Plan		
10 Mbps		
Half duplex	\$ 1,300.00	\$ 1,200.00
Full duplex	1,300.00	1,200.00
100 Mbps	1,300.00	2,400.00
1000 Mbps	1,300.00	4,000.00
10Gbps	1,300.00	11,000.00
Three Year Plan		
10 Mbps		
Half duplex	N/A	1,000.00
Full duplex	N/A	1,000.00
100 Mbps	N/A	2,000.00
1000 Mbps	N/A	3,500.00
10Gbps	N/A	9,500.00
Five Year Plan		
10 Mbps		
Half duplex	N/A	900.00
Full duplex	N/A	900.00
100 Mbps	N/A	1,800.00
1000 Mbps	N/A	3,200.00
10Gbps	N/A	8,500.00

¹ Applies in lieu of service charges found elsewhere in this Tariff or other Company Tariffs.

13. ADVANCED COMMUNICATIONS NETWORKS

13.1 Transparent LAN Service (TLS) (Cont'd)

(F) Rates and Charges (Cont'd)

	<u>Nonrecurring Charge¹</u>	<u>Monthly Rate</u>
Standard Access Line - Protected Non-Diverse, per Line		
Month to Month Plan		
10 Mbps Full duplex	1,300.00	1,600.00
100 Mbps Full duplex	1,300.00	2,600.00
1000 Mbps Full duplex	1,300.00	9,000.00
Three Year Term		
10 Mbps Full duplex	N/A	1,400.00
100 Mbps Full duplex	N/A	2,400.00
1000 Mbps Full duplex	N/A	8,000.00
Five Year Term		
10 Mbps Full duplex	N/A	1,300.00
100 Mbps Full duplex	N/A	2,100.00
1000 Mbps Full duplex	N/A	7,000.00
Standard Access Line - Protected Diverse, per Line		
Month to Month Plan		
10 Mbps Full duplex	1,300.00	1,900.00
100 Mbps Full duplex	1,300.00	3,000.00
1000 Mbps Full duplex	1,300.00	9,500.00
Three Year Term		
10 Mbps Full duplex	N/A	1,800.00
100 Mbps Full duplex	N/A	2,800.00
1000 Mbps Full duplex	N/A	8,500.00
Five Year Term		
10 Mbps Full duplex	N/A	1,700.00
100 Mbps Full duplex	N/A	2,500.00
1000 Mbps Full duplex	N/A	7,500.00

¹ Applies in lieu of service charges found elsewhere in this Tariff or other Company Tariffs.

13. ADVANCED COMMUNICATIONS NETWORKS

13.1 Transparent LAN Service (TLS) (Cont'd)

(F) Rates and Charges (Cont'd)

	<u>Nonrecurring Charge¹</u>	<u>Monthly Rate</u>
Standard Access Line - Protected Private, per Line		
Month to Month Plan		
10 Mbps Full duplex	1,300.00	700.00
100 Mbps Full duplex	1,300.00	900.00
1000 Mbps Full duplex	1,300.00	2,600.00
Three Year Term		
10 Mbps Full duplex	N/A	600.00
100 Mbps Full duplex	N/A	800.00
1000 Mbps Full duplex	N/A	2,400.00
Five Year Term		
10 Mbps Full duplex	N/A	500.00
100 Mbps Full duplex	N/A	700.00
1000 Mbps Full duplex	N/A	2,000.00
(2) Protected Access Line, per line *		
Month to Month Plan		
100 Mbps	1,300.00	3,600.00
1000 Mbps	1,300.00	6,000.00
Three Year Plan		
100 Mbps	N/A	3,000.00
1000 Mbps	N/A	5,200.00
Five Year Plan		
100 Mbps	N/A	2,700.00
1000 Mbps	N/A	4,800.00

¹ Applies in lieu of service charges found elsewhere in this Tariff or other Company Tariffs.

* Effective February 10, 2011 CSM and Protected Access Line is grandfathered and no longer available to new Customers. Moves, additions or changes to subscribers' existing service will not be permitted.

13. ADVANCED COMMUNICATIONS NETWORKS

13.1 Transparent LAN Service (TLS) (Cont'd)

(F) Rates and Charges (Cont'd)

	<u>Nonrecurring Charge¹</u>	<u>Monthly Rate</u>
(3) Premier Access Line		
Month to Month Plan		
10 Mbps	\$ 1,300.00	\$ 1,075.00
100 Mbps	1,300.00	1,200.00
1000 Mbps	1,300.00	2,400.00
10 Gbps	1,300.00	10,500.00
Three Year Plan		
10 Mbps	N/A	875.00
100 Mbps	N/A	1,000.00
1000 Mbps	N/A	2,000.00
10 Gbps	N/A	9,000.00
Five Year Plan		
10 Mbps	N/A	775.00
100 Mbps	N/A	900.00
1000 Mbps	N/A	1,800.00
10 Gbps	N/A	8,000.00
 Premier Access Line - Protected Non-Diverse, per Line		
Month to Month Plan		
10 Mbps Full duplex	1,300.00	1,050.00
100 Mbps Full duplex	1,300.00	1,900.00
1000 Mbps Full duplex	1,300.00	7,500.00
Three Year Term		
10 Mbps Full duplex	N/A	900.00
100 Mbps Full duplex	N/A	1,600.00
1000 Mbps Full duplex	N/A	7,000.00
Five Year Term		
10 Mbps Full duplex	N/A	750.00
100 Mbps Full duplex	N/A	1,450.00
1000 Mbps Full duplex	N/A	6,500.00

¹ Applies in lieu of service charges found elsewhere in this Tariff or other Company Tariffs.

13. ADVANCED COMMUNICATIONS NETWORKS

13.1 Transparent LAN Service (TLS) (Cont'd)

(F) Rates and Charges (Cont'd)

	<u>Nonrecurring Charge¹</u>	<u>Monthly Rate</u>
(3) Premier Access Line (Continued)		
Premier Access Line - Protected Diverse, per Line		
Month to Month Plan		
10 Mbps Full duplex	1,300.00	1,200.00
100 Mbps Full duplex	1,300.00	2,150.00
1000 Mbps Full duplex	1,300.00	9,000.00
Three Year Term		
10 Mbps Full duplex	N/A	1,000.00
100 Mbps Full duplex	N/A	1,800.00
1000 Mbps Full duplex	N/A	8,500.00
Five Year Term		
10 Mbps Full duplex	N/A	850.00
100 Mbps Full duplex	N/A	1,600.00
1000 Mbps Full duplex	N/A	8,000.00
Premier Access Line - Protected Private, per Line		
Month to Month Plan		
10 Mbps Full duplex	1,300.00	600.00
100 Mbps Full duplex	1,300.00	700.00
1000 Mbps Full duplex	1,300.00	1,700.00
Three Year Term		
10 Mbps Full duplex	N/A	500.00
100 Mbps Full duplex	N/A	600.00
1000 Mbps Full duplex	N/A	1,550.00
Five Year Term		
10 Mbps Full duplex	N/A	400.00
100 Mbps Full duplex	N/A	500.00
1000 Mbps Full duplex	N/A	1,400.00

¹ Applies in lieu of service charges found elsewhere in this Tariff or other Company Tariffs.

13. ADVANCED COMMUNICATIONS NETWORKS

13.1 Transparent LAN Service (TLS) (Cont'd)

(F) Rates and Charges (Cont'd)

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
(4) EMS – Real Time Access Line		
Month to Month Plan		
100 Mbps	\$ 1,300.00	\$2,500.00
1000 Mbps	1,300.00	4,500.00
10Gbps	1,300.00	12,500.00
Three Year Plan		
100 Mbps	N/A	2,100.00
1000 Mbps	N/A	4,000.00
10Gbps	N/A	11,000.00
Five Year Plan		
100 Mbps	N/A	1,900.00
1000 Mbps	N/A	3,700.00
10Gbps	N/A	10,000.00
EMS – Real Time Access Line - Protected Non-Diverse, per Line		
Month to Month Plan		
100 Mbps Full duplex	1,300.00	2,700.00
1000 Mbps Full duplex	1,300.00	11,000.00
Three Year Term		
100 Mbps Full duplex	N/A	2,500.00
1000 Mbps Full duplex	N/A	10,000.00
Five Year Term		
100 Mbps Full duplex	N/A	2,300.00
1000 Mbps Full duplex	N/A	9,000.00

13. ADVANCED COMMUNICATIONS NETWORKS

13.1 Transparent LAN Service (TLS) (Cont'd)

(F) Rates and Charges (Cont'd)

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
(4) EMS – Real Time Access Line (Cont'd)		
EMS Real Time Access Line - Protected Diverse, per Line		
Month to Month Plan		
100 Mbps Full duplex	1,300.00	3,250.00
1000 Mbps Full duplex	1,300.00	10,000.00
Three Year Term		
100 Mbps Full duplex	N/A	3,000.00
1000 Mbps Full duplex	N/A	9,000.00
Five Year Term		
100 Mbps Full duplex	N/A	2,750.00
1000 Mbps Full duplex	N/A	8,500.00
EMS Real Time Access Line - Protected Private, per Line		
Month to Month Plan		
100 Mbps Full duplex	1,300.00	950.00
1000 Mbps Full duplex	1,300.00	2,700.00
Three Year Term		
100 Mbps Full duplex	N/A	850.00
1000 Mbps Full duplex	N/A	2,500.00
Five Year Term		
100 Mbps Full duplex	N/A	750.00
1000 Mbps Full duplex	N/A	2,100.00

13. ADVANCED COMMUNICATIONS NETWORKS

13.1 Transparent LAN Service (TLS) (Cont'd)

(F) Rates and Charges (Cont'd)

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
(5) ERS and EVP-LAN Ethernet Virtual Circuit (EVC)		
a. ERS EVC Setup, per EVC	\$ 200.00	N/A
b. ERS EVC Standard (ERS-Std), per EVC		
10 Mbps	N/A	\$ 50.00
100 Mbps	N/A	100.00
1000 Mbps	N/A	200.00
c. ERS EVC Basic (ERS-B) Bandwidth, per Class		
1 Mbps	N/A	15.00
2 Mbps	N/A	30.00
3 Mbps	N/A	45.00
4 Mbps	N/A	60.00
5 Mbps	N/A	75.00
6 Mbps	N/A	90.00
7 Mbps	N/A	105.00
8 Mbps	N/A	120.00
9 Mbps	N/A	135.00
10 Mbps	N/A	150.00
20 Mbps	N/A	300.00
30 Mbps	N/A	450.00
40 Mbps	N/A	600.00
50 Mbps	N/A	750.00
60 Mbps	N/A	850.00
70 Mbps	N/A	950.00
80 Mbps	N/A	1,050.00
90 Mbps	N/A	1,150.00
100 Mbps	N/A	1,250.00
200 Mbps	N/A	1,350.00
300 Mbps	N/A	1,450.00
400 Mbps	N/A	1,550.00
500 Mbps	N/A	1,650.00
600 Mbps	N/A	1,740.00
700 Mbps	N/A	1,830.00
800 Mbps	N/A	1,920.00
900 Mbps	N/A	2,010.00
1000 Mbps	N/A	2,100.00

13. ADVANCED COMMUNICATIONS NETWORKS

13.1 Transparent LAN Service (TLS) (Cont'd)

(F) Rates and Charges (Cont'd)

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
(5) ERS and EVP-LAN Ethernet Virtual Circuit (EVC) (Continued)		
d. ERS EVC Priority Data (ERS-PD) Bandwidth, per Class		
1 Mbps	N/A	\$ 40.00
2 Mbps	N/A	80.00
3 Mbps	N/A	120.00
4 Mbps	N/A	160.00
5 Mbps	N/A	200.00
6 Mbps	N/A	220.00
7 Mbps	N/A	240.00
8 Mbps	N/A	260.00
9 Mbps	N/A	280.00
10 Mbps	N/A	300.00
20 Mbps	N/A	600.00
30 Mbps	N/A	900.00
40 Mbps	N/A	1,200.00
50 Mbps	N/A	1,500.00
60 Mbps	N/A	1,720.00
70 Mbps	N/A	1,940.00
80 Mbps	N/A	2,100.00
90 Mbps	N/A	2,300.00
100 Mbps	N/A	2,500.00
200 Mbps	N/A	2,700.00
300 Mbps	N/A	2,900.00
400 Mbps	N/A	3,100.00
500 Mbps	N/A	3,300.00
e. ERS EVC Real Time (ERS-RT) Bandwidth, per Class		
1 Mbps	N/A	\$ 120.00
2 Mbps	N/A	240.00
3 Mbps	N/A	360.00
4 Mbps	N/A	480.00
5 Mbps	N/A	600.00
6 Mbps	N/A	660.00
7 Mbps	N/A	720.00
8 Mbps	N/A	780.00
9 Mbps	N/A	840.00
10 Mbps	N/A	900.00
20 Mbps	N/A	1,175.00
30 Mbps	N/A	1,450.00
40 Mbps	N/A	1,725.00
50 Mbps	N/A	2,000.00
60 Mbps	N/A	2,200.00
70 Mbps	N/A	2,400.00
80 Mbps	N/A	2,600.00
90 Mbps	N/A	2,800.00
100 Mbps	N/A	3,000.00

13. ADVANCED COMMUNICATIONS NETWORKS

13.1 Transparent LAN Service (TLS) (Cont'd)

(F) Rates and Charges (Cont'd)

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
(5) ERS and EVP-LAN Ethernet Virtual Circuit (EVC) (Cont'd)		
f. EVP-LAN EVC Basic (EVPLAN-B) Bandwidth, per Class		
1 Mbps	N/A	\$16.00
2 Mbps	N/A	32.00
3 Mbps	N/A	48.00
4 Mbps	N/A	64.00
5 Mbps	N/A	80.00
6 Mbps	N/A	96.00
7 Mbps	N/A	112.00
8 Mbps	N/A	128.00
9 Mbps	N/A	144.00
10 Mbps	N/A	160.00
20 Mbps	N/A	315.00
30 Mbps	N/A	470.00
40 Mbps	N/A	625.00
50 Mbps	N/A	780.00
60 Mbps	N/A	885.00
70 Mbps	N/A	990.00
80 Mbps	N/A	1,095.00
90 Mbps	N/A	1,200.00
100 Mbps	N/A	1,305.00
200 Mbps	N/A	1,410.00
300 Mbps	N/A	1,515.00
400 Mbps	N/A	1,602.00
500 Mbps	N/A	1,715.00
600 Mbps	N/A	1,810.00
700 Mbps	N/A	1,905.00
800 Mbps	N/A	\$ 2,000.00
900 Mbps	N/A	2,095.00
1000 Mbps	N/A	2,190.00
g. EVP-LAN EVC Real Time (EVPLAN-RT) Bandwidth, per Class		
1 Mbps	N/A	125.00
2 Mbps	N/A	250.00
3 Mbps	N/A	375.00
4 Mbps	N/A	500.00
5 Mbps	N/A	625.00
6 Mbps	N/A	690.00
7 Mbps	N/A	755.00
8 Mbps	N/A	820.00
9 Mbps	N/A	885.00
10 Mbps	N/A	950.00
20 Mbps	N/A	1,235.00
30 Mbps	N/A	1,520.00
40 Mbps	N/A	1,805.00
50 Mbps	N/A	2,090.00

13. ADVANCED COMMUNICATIONS NETWORKS

13.1 Transparent LAN Service (TLS) (Cont'd)

(F) Rates and Charges (Cont'd)

	<u>Nonrecurring Charge¹</u>	<u>Monthly Rate</u>
(6) Interoffice Mileage, per line ²		
Per Mile	N/A	\$100.00
Per Optical Protected Mile (1000M Only) Protected Non-Diverse and Protected Diverse only	N/A	750.00
(7) TLS Domain/LAN, per location Extension Equipment Changes per change	\$ 400.00	N/A
(8) Optional Features		
(a) Customer Service Management (CSM) * Per Domain/VLAN	350.00	150.00

¹ Applies in lieu of service charges found elsewhere in this Tariff or other Company Tariffs.

² Applies in addition to applicable rates and charges for TLS Access Line.

* Effective February 10, 2011 CSM and Protected Access Line is grandfathered and no longer available to new Customers. Moves, additions or changes to subscribers' existing service will not be permitted.

13. ADVANCED COMMUNICATIONS NETWORKS

13.2 Frame Relay Service ¹

(A) Service Description

Frame Relay Service (FRS) is a data communications service that provides for data connectivity between/among widely distributed locations. This connectivity is provided via Permanent Virtual Circuit (PVC) connections implemented over access facilities utilizing a switch dedicated to high-speed data services.

FRS is a transport service that facilitates the exchange of variable length information units (frames) between end user connections by way of PVCs. Each frame is passed to the Frame Relay network with an address that specifies the permanent virtual circuit.

Variable frame length capability is useful in communications between asynchronous Local Area Networks (LAN) and for transport of synchronous data traffic. FRS is capable of handling the requirements of bursty data sources because of the ability of the service to allocate additional bandwidth when not in use by other sources.

In operation of FRS, Customer Premises Equipment (CPE), such as routers, encapsulate arriving data into variable length frames. These frames contain information identifying which PVC in the network should be used to forward the frame to the proper destination. The CPE then sends the frame into the Frame Relay network. The Frame Relay switch reads identifying information and routes the frame to the proper destination based on a pre-established PVC path.

The statistical multiplexing Frame Relay switches are able to provide shared network resources to end users of this service.

The Committed Information Rate (CIR) and Excess Burst Size B(e) are traffic management parameters that allow the customer to fine tune implementation of FRS.

FRS, as provided for in this tariff, is offered for intrastate use only.

Frame Relay Service (FRS) is a data communications service that provides for data connectivity between/among widely distributed locations. This connectivity is provided via Permanent Virtual Circuit (PVC) connections implemented over access facilities utilizing a switch dedicated to high-speed data services.

FRS is a transport service that facilitates the exchange of variable length information units (frames) between end user connections by way of PVCs. Each frame is passed to the Frame Relay network with an address that specifies the permanent virtual circuit.

Variable frame length capability is useful in communications between asynchronous Local Area Networks (LAN) and for transport of synchronous data traffic. FRS is capable of handling the requirements of bursty data sources because of the ability of the service to allocate additional bandwidth when not in use by other sources.

¹ Effective February 15, 2013, Frame Relay Service is grandfathered and is no longer available to new customers. Existing customers may maintain their service; however, term commitment plans may not be renewed. Moves or changes to subscribers' existing service are permissible, but the term commitment per circuit will not be extended. Upon expiration of the term commitment the service will lapse into a month-to-month service arrangement.

13. ADVANCED COMMUNICATIONS NETWORKS

13.2 Frame Relay Service ¹ (Cont'd)(A) Service Description (Cont'd)

In operation of FRS, Customer Premises Equipment (CPE), such as routers, encapsulate arriving data into variable length frames. These frames contain information identifying which PVC in the network should be used to forward the frame to the proper destination. The CPE then sends the frame into the Frame Relay network. The Frame Relay switch reads identifying information and routes the frame to the proper destination based on a pre-established PVC path.

The statistical multiplexing Frame Relay switches are able to provide shared network resources to end users of this service.

The Committed Information Rate (CIR) and Excess Burst Size B(e) are traffic management parameters that allow the customer to fine tune implementation of FRS.

FRS, as provided for in this tariff, is offered for intrastate use only.

(B) Definitions

In addition to the definitions in Section 2.6 of this tariff, the following definitions apply:

Committed Information Rate (CIR) - The maximum information rate at which customer traffic will be admitted to the network without being designated eligible for discard.

Customer Designated Location (CDL) - The geographic location designated by the customer at which an access component of the customer's service is first considered to enter the Company's network.

Data Link Connection Identifier (DLCI) - The Frame Relay virtual circuit number corresponding to a particular destination which is part of the frame relay header and is usually ten bits long.

Excess Burst Size B(e) - The data rate above the Committed Information Rate (CIR), but less than the port size, at which customer data will be admitted to the Frame Relay network. All Excess Burst data B(e) admitted to the network will be designated as eligible for discard.

Frame Relay Service - A connection oriented fast packet network service that permits the transmission of data at speeds of 56 Kbps to 44.736 Mbps using Permanent Virtual Connections (PVCs).

Maximum Burst Rate (MBR) - The maximum information rate at which customer traffic will be admitted to the network. Traffic rates in excess of MBR will automatically be discarded on ingress to the network. The Maximum Burst Rate is equal to the sum of the Committed Information Rate (CIR) and Excess Burst Size B(e).

Network-to-Network Interface (NNI) - A standard interface used to connect two frame relay services, and includes elements such as bi-directional polling to assist the network services providers in gaining information on the status of the networks being connected.

¹ Effective February 15, 2013, Frame Relay Service is grandfathered and is no longer available to new customers. Existing customers may maintain their service; however, term commitment plans may not be renewed. Moves or changes to subscribers' existing service are permissible, but the term commitment per circuit will not be extended. Upon expiration of the term commitment the service will lapse into a month-to-month service arrangement.

13. ADVANCED COMMUNICATIONS NETWORKS

13.2 Frame Relay Service ¹ (Cont'd)(B) Definitions (Cont'd)

User-to-Network Interface (UNI) - A standard interface used to connect the end user to the Frame Relay Service network. It receives the data frame from the customer's Local Area Network (LAN) or other customer-provided equipment (CPE) devices and verifies that the Data Link Connection Identifier (DLCI) is valid before relaying the frame to the destination end point. The DLCI is a Frame Relay term defining a 10-bit field of the address field, and it identifies data links and their service parameters.

(C) Service Components

The major components of FRS are:

User-to-Network Interface (UNI) Port and Access Line Port Only

- UNI Port Only
- Private Network-to-Network (NNI) Port Only

Permanent Virtual Circuit (PVC) Committed Information Rate (CIR)

Backup UNI

Software Change Charge

- (1) User-to-Network Interface (UNI) Port and Access Line - The UNI Port and Access Line forms the component which provides the customer access to the customer's serving wire center and interoffice transport from the customer's serving wire center to the Frame Relay switch. The UNI Port and Access Line is provided for use only with FRS and where facilities and conditions permit.
- (2) Port Only - Customers may access Port Only connections via Company-provided digital access facilities or via facilities provided by another carrier. The channel speed of the access channel must be sufficient to accommodate the Frame Relay port speed. When access facilities are provided by the Company, the associated regulations, rates and charges under the appropriate Company tariff shall apply in addition to the regulations, rates and charges associated with FRS. Company-provided access facilities may also be provisioned on an Individual Case Basis (ICB) where access facilities are not generally available under the applicable tariff. Interconnection charges to connect access line services provided by the Company or another carrier may apply and will be billed separately. Any special construction or nonstandard charges assessed by the carrier supplying the access facilities will be the responsibility of the customer.
 - (a) UNI Port Only - The UNI Port Only provides for a user to carrier connection (i.e., end user customer to the Company).
 - (b) Private Network-to-Network (NNI) Port Only - The Private NNI port configuration is used for connecting two networks together for bi-directional messaging and is available on a private basis only. A Private NNI is a NNI port sold for the exclusive use of the customer.

¹ Effective February 15, 2013, Frame Relay Service is grandfathered and is no longer available to new customers. Existing customers may maintain their service; however, term commitment plans may not be renewed. Moves or changes to subscribers' existing service are permissible, but the term commitment per circuit will not be extended. Upon expiration of the term commitment the service will lapse into a month-to-month service arrangement.

13. ADVANCED COMMUNICATIONS NETWORKS

13.2 Frame Relay Service ¹ (Cont'd)(C) Service Components (Cont'd)(3) Permanent Virtual Circuit (PVC) Committed Information Rate (CIR)

- (a) Permanent Virtual Circuits (PVCs) are logical circuits that define a specific path for data sent by the customer to another location. These circuits are virtual because they are established in software tables and do not tie up capacity when not in use. This also allows multiple paths (PVCs) to be defined on any given port, thereby providing a single access line the capability to transmit data to multiple destinations.
- (b) Since multiple PVCs may be defined on one physical port, it is possible for the cumulative Committed Information Rates (CIRs) to exceed the physical bandwidth of that port. This is referred to as over-subscription and when this occurs, the aggregate CIR defined for that port and PVC will not be available at any point in time.
- (c) The following types of PVC CIR are available:
 - (i) Intrazone - An Intrazone PVC is a logical channel path between two customer Frame Relay ports within the same zone. Frame Relay zones are found in K(1)(e) following.
 - (ii) Multi-jurisdictional - A Multi-jurisdictional PVC is a logical channel path between two customer Frame Relay ports, one being an interstate port and the other an intrastate port both located within the same Frame Relay zone. A Multi-jurisdictional PVC falls under federal jurisdiction and the PVC CIR rates, rules and regulations from the Company's FCC Frame Relay tariff are applicable.

(4) PVC CIR Optional Features

Frame Relay to ATM Service Interworking – Frame Relay to ATM Service Interworking provides for the conversion of Frame Relay packets to ATM cells and the conversion of ATM cells to Frame Relay Packets. Frame Relay to ATM Service Interworking is available with Intrazone and Multi-jurisdictional PVC CIR at no additional charge.

(5) Backup UNI Service

Backup UNI service is a disaster avoidance and disaster recovery feature that consists of a Primary UNI and a Backup UNI, and incorporates PVC remapping capabilities of the Frame Relay network. The Primary UNI is terminated at the primary customer host location and in normal operation serves PVCs between the primary host location and various customer remote locations. A second UNI, which is designated by the customer as a Backup UNI, is installed and terminated at the customer's backup host location. During normal operations no PVCs are mapped to the Backup UNI. The customer will be required to purchase both UNIs. In the event of a Primary UNI, primary digital access line or, customer primary host location failure, the predefined PVC configuration can be remapped to the Backup UNI at the customer's request. Upon restoral of the Primary UNI service the customer must contact the Company to initiate remapping of PVCs from the Backup UNI back to the Primary UNI. A Backup UNI, which may serve as a backup to one or more Primary UNIs, can only backup one Primary UNI at a time. A Backup UNI must be the same port speed or greater than the Primary UNI(s).

¹ Effective February 15, 2013, Frame Relay Service is grandfathered and is no longer available to new customers. Existing customers may maintain their service; however, term commitment plans may not be renewed. Moves or changes to subscribers' existing service are permissible, but the term commitment per circuit will not be extended. Upon expiration of the term commitment the service will lapse into a month-to-month service arrangement.

13. ADVANCED COMMUNICATIONS NETWORKS

13.2 Frame Relay Service ¹ (Cont'd)

(D) Technical Specifications

FRS conforms to the transmission specification standards in the following references:

ANSI T1.602 Integrated Services Digital Network (ISDN) – Data Link Layer Signaling Specification for Application at the User-Network Interface – Issued 1989.

ANSI T1.606 Frame Relay Bearer Service, Architectural Framework and Service Description – Issued 1990.

ANSI T1.617 Integrated Services Digital Network (ISDN) – Digital Subscriber Signaling Specification for Frame Relay Bearer Service – Issued 1991.

ANSI T1.618 Integrated Services Digital Network (ISDN) – Core Aspects of Frame Relay Bearer Service – Issued 1991.

(E) Service Provisioning

FRS is available where facilities and conditions permit.

FRS is provided to the customer in the form of the UNI Port and Access Line, UNI Port Only, Private NNI Port Only and CIR based PVCs. The UNI Port and Access Line forms the local access component to the customer's serving central office. The UNI Port Only and Private NNI Port Only include the electronic equipment necessary to interface the access line to the Frame Relay switch.

PVCs are provisioned on a specified speed and CIR basis, depending upon the customer's request. The actual throughput of aggregated PVC bandwidths in use at the same time on the same port cannot exceed the port speed.

The maximum CIR allowed is determined by the lower of the two port speeds connected by the PVC. The maximum CIR allowed for port speeds at 1.536 Mbps and below is 75% of the lower of the two port speeds. For port speeds above 1.536 Mbps to 44.7136 Mbps, the maximum CIR allowed is 50% of the lower of the two port speeds.

The PVC must be associated with at least one Frame Relay port. A Frame Relay port can be associated with multiple PVCs.

The customer subscribing to a Port Only or Port and Access Line will be referred to as the controller of the Frame Relay port. A separate entity may, with written authorization from the controller, subscribe to a PVC that allows communication between entities. A disconnect of a PVC does not result in the disconnect of the underlying access line and port. Only the controller may order the disconnect of the FRS.

The Frame Relay port with PVC CIR capacity may be ordered and billed separately from an associated Frame Relay port and PVC, and can have different customers as controllers.

4 Mbps, 6 Mbps, 10 Mbps and 22 Mbps speeds are provisioned utilizing 44.736 Mbps of transport bandwidth; no other service(s) may utilize the remaining bandwidth.

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13. ADVANCED COMMUNICATIONS NETWORKS

13.2 Frame Relay Service ¹ (Cont'd)(F) Obligations of the Customer

Where FRS is available for use in connection with communications systems or equipment provided by a customer or user, the operating characteristics of such systems or equipment shall be such as not to interfere with any services offered by the Company. Such use is subject to the further provisions that the equipment provided by the customer or user does not endanger the safety of the Company's employees or the public; damage, harm, require change in or alteration of the equipment or other services of the Company; interfere with the proper operation of the Company's equipment or otherwise injure the public in its use of the Company's services. Upon notice from the Company that the equipment provided by the customer or user is causing, or is likely to cause, such hazard or interference, the customer shall take such steps as shall be necessary to remove or prevent such hazard or interference.

The customer, upon request, shall furnish such information as may be required to permit the Company to design and maintain the FRS it offers and to assure that the service arrangement is in compliance with the regulations contained herein.

It shall be the responsibility of the customer to ensure the continuing compatibility of the customer-provided equipment that is used in conjunction with the FRS. The CPE shall be in compliance with the rules and regulations specified in this tariff.

The customer shall be responsible for obtaining permission for the Company's agents or employees to enter the premises of the customer at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of the service, removing the service components of the Company.

At service subscription, the customer must specify the CIR and is expected to provide the DLCI and the B(e) for each PVC ordered.

Error correction is the responsibility of the customer's terminal equipment and/or applications. If the FRS network experience congestion or failures, customer data may be discarded. In addition, frames that are received in excess of the Maximum Burst Rate (MBR), with bad addresses, or other errors will be discarded on ingress to the network. The customer's Frame Relay terminal equipment has the responsibility for retransmitting frames that are discarded due to errors or network congestion.

The customer is responsible for provisioning the inside wire from the network interface to the Frame Relay compatible equipment.

A customer ordering Backup UNI service is responsible for the following:

- Determining network configuration before and after the activation of Backup UNI service.
- Providing the Company with the appropriate information required for joint development of the Backup UNI database.
- Maintaining its own port configurations and router tables (for seamless changes from the Primary UNI to the Backup UNI, the customer must use the same addressing scheme on routers connected to the primary and backup sites).
- Contacting the Company to request all activation's and deactivations of Backup UNI service.

¹ Effective February 15, 2013, Frame Relay Service is grandfathered and is no longer available to new customers. Existing customers may maintain their service; however, term commitment plans may not be renewed. Moves or changes to subscribers' existing service are permissible, but the term commitment per circuit will not be extended. Upon expiration of the term commitment the service will lapse into a month-to-month service arrangement.

13. ADVANCED COMMUNICATIONS NETWORKS

13.2 Frame Relay Service ¹ (Cont'd)

(G) Obligations of the Company

The responsibility of the Company shall be limited to furnishing network equipment suitable for FRS and to the maintenance and operation of such equipment in a manner proper for such service. Subject to this responsibility, the Company shall not be responsible for the through transmission of signals generated by the customer-provided equipment or system, or for the quality of, or defects in, such transmission or the reception of signals by such equipment or systems.

The Company shall not be responsible for installation, operation or maintenance of any terminal equipment, data unit or communications system provided by a customer or user. The Company is not responsible for adapting FRS to the technological requirements of any specific customer equipment.

When a customer orders FRS which is relayed to Frame Relay networks of other carriers, the Company will provide advisory assistance as a part of the establishment of this service.

The Company shall not be responsible to the customer or user if changes in any of the equipment, operations or procedures of the Company used in the provision of FRS render any facilities provided by the customer or user obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance, provided the Company has met any applicable information disclosure requirements otherwise required by law.

The Company undertakes the responsibility to maintain and repair the service that it furnishes. Network equipment installed by the Company on the customer's premises shall be and remain the property of the Company. The customer or user may not rearrange, disconnect, remove, attempt to repair, remote test, or interface with any network equipment installed by the Company without prior written consent by the Company.

The Company, by written notice to the customer, may immediately discontinue the furnishing of FRS without incurring liability upon nonpayment of any sum due to the Company or a violation of any condition governing the furnishing of service.

The Company has the service responsibility up to and including the network interface.

(H) Special Facilities Routing - The customer may request that the facilities used to provide FRS be specially routed. Additional charges will apply based on cost.

(I) Acceptance Testing - At the customer's request, the Company will cooperatively test at the time of installation at no additional charge. Acceptance tests will include tests for the parameters applicable to the service as specified in the order for service.

¹ Effective February 15, 2013, Frame Relay Service is grandfathered and is no longer available to new customers. Existing customers may maintain their service; however, term commitment plans may not be renewed. Moves or changes to subscribers' existing service are permissible, but the term commitment per circuit will not be extended. Upon expiration of the term commitment the service will lapse into a month-to-month service arrangement.

13. ADVANCED COMMUNICATIONS NETWORKS

13.2 Frame Relay Service ¹ (Cont'd)

(J) Application of Rates and Charges

(1) Rate Elements

The following rate elements are applicable to FRS:

- UNI Port and Access Line
- Port Only
 - UNI Port Only
 - Private NNI Port Only
- PVC CIR
- Subsequent PVC CIR Charge
- Backup UNI
- Software Change Charge

(a) UNI Port and Access Line

A monthly recurring charge based on the speed of the port connection applies per port for each physical connection to the network supporting FRS. In addition, a nonrecurring charge applies to the month-to-month plan. Nonrecurring charges do not apply to UNI Port and Access Line offered on a Term Payment Plan (TPP). UNI Port and Access Line is offered on a month-to-month basis or as a TPP of one year, three years, or five years.

(b) Port Only – UNI Port Only and Private NNI Port Only

A monthly recurring charge based on the speed of the port connection applies per port for each Port Only interface. In addition, a nonrecurring charge applies to the month-to-month plan. Nonrecurring charges do not apply to Port Only offered on a TPP. Port Only is offered on a month-to-month basis or as a TPP of one year, three years, or five years.

Refer to 13.2(C)(2) for the rules and regulations associated with Port Only digital access facilities.

(c) Permanent Virtual Circuit (PVC) Committed Information Rate (CIR)

- (i) Intrazone - A monthly recurring charge, based on CIR capacity, applies for each PVC requested by the customer. Frame Relay zones are found in (e) following.
- (ii) Multi-jurisdictional - A Multi-jurisdictional PVC falls under federal jurisdiction and the PVC CIR rates, rules and regulations from the Company's FCC Frame Relay tariff are applicable.

(d) PVC CIR Optional Features

Frame Relay to ATM Service Interworking – Frame Relay to ATM Service Interworking is available with Intrazone and Multi-jurisdictional PVC CIR at no additional charge.

(e) Subsequent PVC CIR Charge – A nonrecurring charge applies when a customer orders additional PVC CIR subsequent to the initial port installation.

¹ Effective February 15, 2013, Frame Relay Service is grandfathered and is no longer available to new customers. Existing customers may maintain their service; however, term commitment plans may not be renewed. Moves or changes to subscribers' existing service are permissible, but the term commitment per circuit will not be extended. Upon expiration of the term commitment the service will lapse into a month-to-month service arrangement.

13. ADVANCED COMMUNICATIONS NETWORKS

13.2 Frame Relay Service ¹ (Cont'd)

(J) Application of Rates and Charges (Cont'd)

(1) Rate Elements (Continued)

(f) Frame Relay Zones

<u>Zone</u>	<u>Office</u>
Tampa	Clearwater
	Lakeland
	Sarasota
	St. Petersburg
	Sulphur Springs
	Tampa - Main
	Tampa – Westside
	Tampa – East

(g) Backup UNI

A nonrecurring charge applies when a customer requests an activation of the Backup UNI service. No additional charges are applied upon deactivation of Backup UNI service.

(h) Software Change Charge is an NRC applied when a customer requests a PVC parameter change (i.e., CIR burst, DLCI re-map to a different host or remote).

(2) Service Charges

Unless otherwise stated in this tariff, nonrecurring charges applicable to FRS are in lieu of service charges found elsewhere in this tariff or other Company tariffs. However, miscellaneous order modification charges may be applicable.

(3) Minimum Period

The minimum period for FRS is one month except when the customer subscribes to a TPP. When PVCs are added to existing FRS, the minimum period for the PVC is one month.

(4) Term Payment Plan (TPP)

(a) The UNI Port and Access Line, UNI Port Only and Private NNI Port Only rate elements are available under a TPP. PVC CIRs are not offered under a TPP.

(b) Payment periods of one-year, three-years and five-years are available to all customers at the applicable rates set forth in 13.2(K) following, regardless of when they subscribe to a TPP arrangement.

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13. ADVANCED COMMUNICATIONS NETWORKS

13.2 Frame Relay Service ¹ (Cont'd)

(J) Application of Rates and Charges (Cont'd)

(4) Term Payment Plan (TPP) (Cont'd)

(c) Changes to a TPP period

Prior to the completion of the selected TPP period, the customer may elect to convert to a new TPP period of the same or different length, subject to the following conditions:

- No credit toward the new payment period will be given for payments made under the original TPP arrangement.
- Nonrecurring charges will not be reapplied for existing service(s).
- If the value of the new TPP is less than the remaining value of current TPP, the change to the new TPP period constitutes a disconnect of the existing TPP service and termination liability ² charges as set forth in Section 2.8 of this tariff will apply.

Conversion to a different TPP or to a month-to-month option will require the customer to submit an order. If no other changes are requested, no nonrecurring charges will apply.

(d) Termination Liability ²

In the event FRS is terminated by the customer prior to completion of the initial term commitment period, Termination Liability Charges, as set forth in Section 2.8 of this tariff, will apply.

(5) Service Rearrangements

(a) Additions to Service

- (i) With the exception of PVCs, when service elements are added to an existing service, the added elements must meet the minimum period requirements associated with the service to which they are added. When PVCs are added to an existing FRS, the minimum period for the added PVCs is one month.
- (ii) Nonrecurring charges will apply for all additions to existing services or optional features for which nonrecurring charges normally apply at installation.
- (iii) Related monthly rates and nonrecurring charges for addition(s) to service are the rate and charges in effect at the time of the addition(s).

¹ Effective February 15, 2013, Frame Relay Service is grandfathered and is no longer available to new customers. Existing customers may maintain their service; however, term commitment plans may not be renewed. Moves or changes to subscribers' existing service are permissible, but the term commitment per circuit will not be extended. Upon expiration of the term commitment the service will lapse into a month-to-month service arrangement.

² Effective February 15, 2013, Termination Liability will not apply to Frame Relay Service.

13. ADVANCED COMMUNICATIONS NETWORKS

13.2 Frame Relay Service ¹ (Cont'd)

(J) Application of Rates and Charges (Cont'd)

(5) Service Rearrangements (Cont'd)

(b) Administrative Changes

Administrative changes to existing service will be made without charge(s) to the customer. Administrative changes may include but are not limited to the following:

- Change of customer name, i.e., the customer or record does not change but rather the customer of record changes its name, e.g., XYZ Company to XYZ Communications;
 - Change of customer premises address when the change of address is not a result of a physical relocation of facilities;
 - Change in billing data (name, address, or contact name or telephone number); and,
 - Change of customer contact name or telephone number.
- (c) Conversion of service to another jurisdiction will be treated as a disconnect of service and establishment of new service. However, if no other changes are ordered, no installation charges will apply.

(d) Moves

When the customer requests a move or relocation of the UNI Port and Access Line, UNI Port Only or Private NNI Port Only, the move or relocation will be treated as a termination of the existing service and the establishment of a new service.

(e) Upgrade to Higher Speed Service

The customer may elect to upgrade service(s) to a higher speed during a TPP period, subject to the following conditions:

- Both the existing and the new service are provided solely by the Company.
- The order to discontinue service at an existing speed or capacity and the order for the upgraded service are received by the Company at the same time.
- The new service will be provided at the same customer location as the discontinued service.

¹ Effective February 15, 2013, Frame Relay Service is grandfathered and is no longer available to new customers. Existing customers may maintain their service; however, term commitment plans may not be renewed. Moves or changes to subscribers' existing service are permissible, but the term commitment per circuit will not be extended. Upon expiration of the term commitment the service will lapse into a month-to-month service arrangement.

13. ADVANCED COMMUNICATIONS NETWORKS

13.2 Frame Relay Service ¹ (Cont'd)

(K) Rates and Charges

	Nonrecurring Charge ¹	Monthly Rate
(1) UNI Port and Access Line, each		
56 Kbps		
Month-to-Month	\$495.00	\$ 206.00
One Year	0.00	200.00
Three Years	0.00	188.00
Five Years	0.00	169.00
128 Kbps		
Month-to-Month	495.00	303.00
One Year	0.00	290.00
Three Years	0.00	273.00
Five Years	0.00	242.00
256 Kbps		
Month-to-Month	595.00	424.00
One Year	0.00	406.00
Three Years	0.00	382.00
Five Years	0.00	351.00
384 Kbps		
Month-to-Month	595.00	503.00
One Year	0.00	479.00
Three Years	0.00	448.00
Five Years	0.00	411.00
DS1 (1.536 Mbps) ²		
Month-to-Month	595.00	714.00
One Year	0.00	678.00
Three Years	0.00	636.00
Five Years	0.00	581.00

¹ Applies in lieu of service charges found elsewhere in this tariff or other Company tariffs.

² Promotional rates may apply. See Section 2.7, Special Promotions – Frame Relay DS1 OPP Discount.

³ Effective February 15, 2013, Frame Relay Service is grandfathered and is no longer available to new customers. Existing customers may maintain their service; however, term commitment plans may not be renewed. Moves or changes to subscribers' existing service are permissible, but the term commitment per circuit will not be extended. Upon expiration of the term commitment the service will lapse into a month-to-month service arrangement.

13. ADVANCED COMMUNICATIONS NETWORKS

13.2 Frame Relay Service ¹ (Cont'd)

(K) Rates and Charges (Cont'd)

	Nonrecurring Charge ¹	Monthly Rate
(1) UNI Port and Access Line, each (Continued)		
4 Mbps		
Month-to-Month	\$795.00	\$ 4,417.00
One Year	0.00	4,296.00
Three Years	0.00	4,175.00
Five Years	0.00	4,054.00
6 Mbps		
Month-to-Month	795.00	4,477.00
One Year	0.00	4,356.00
Three Years	0.00	4,235.00
Five Years	0.00	4,114.00
10 Mbps		
Month-to-Month	795.00	4,598.00
One Year	0.00	4,477.00
Three Years	0.00	4,356.00
Five Years	0.00	4,235.00
22 Mbps		
Month-to-Month	795.00	4,719.00
One Year	0.00	4,598.00
Three Years	0.00	4,477.00
Five Years	0.00	4,356.00
44.736 Mbps		
Month-to-Month	795.00	5,082.00
One Year	0.00	4,961.00
Three Years	0.00	4,719.00
Five Years	0.00	4,598.00

¹ Applies in lieu of service charges found elsewhere in this tariff or other Company tariffs.

² Effective February 15, 2013, Frame Relay Service is grandfathered and is no longer available to new customers. Existing customers may maintain their service; however, term commitment plans may not be renewed. Moves or changes to subscribers' existing service are permissible, but the term commitment per circuit will not be extended. Upon expiration of the term commitment the service will lapse into a month-to-month service arrangement.

13. ADVANCED COMMUNICATIONS NETWORKS

13.2 Frame Relay Service ¹ (Cont'd)

(K) Rates and Charges (Cont'd)

	Nonrecurring Charge ¹	Monthly Rate
(2) Port Only		
(a) UNI Port Only ² , each		
56 Kbps		
Month-to-Month	\$ 95.00	\$ 61.00
One Year	0.00	58.00
Three Years	0.00	51.00
Five Years	0.00	45.00
128 Kbps		
Month-to-Month	150.00	107.00
One Year	0.00	101.00
Three Years	0.00	94.00
Five Years	0.00	83.00
256 Kbps		
Month-to-Month	150.00	167.00
One Year	0.00	160.00
Three Years	0.00	152.00
Five Years	0.00	140.00
384 Kbps		
Month-to-Month	150.00	212.00
One Year	0.00	204.00
Three Years	0.00	189.00
Five Years	0.00	172.00
DS1 (1.536 Mbps)		
Month-to-Month	295.00	327.00
One Year	0.00	315.00
Three Years	0.00	297.00
Five Years	0.00	276.00

¹ Applies in lieu of service charges found elsewhere in this tariff or other Company tariffs.

² Refer to 13.2(C)(2) for the regulations associated with Port Only digital access facilities.

³ Effective February 15, 2013, Frame Relay Service is grandfathered and is no longer available to new customers. Existing customers may maintain their service; however, term commitment plans may not be renewed. Moves or changes to subscribers' existing service are permissible, but the term commitment per circuit will not be extended. Upon expiration of the term commitment the service will lapse into a month-to-month service arrangement.

13. ADVANCED COMMUNICATIONS NETWORKS

13.2 Frame Relay Service ¹ (Cont'd)

(K) Rates and Charges (Cont'd)

	Nonrecurring Charge ¹	Monthly Rate
(2) Port Only (Cont'd)		
(a) UNI Port Only ² , each (Cont'd)		
4 Mbps		
Month-to-Month	\$ 395.00	\$ 878.00
One Year	0.00	842.00
Three Years	0.00	799.00
Five Years	0.00	762.00
6 Mbps		
Month-to-Month	395.00	908.00
One Year	0.00	871.00
Three Years	0.00	829.00
Five Years	0.00	787.00
10 Mbps		
Month-to-Month	395.00	938.00
One Year	0.00	908.00
Three Years	0.00	866.00
Five Years	0.00	817.00
22 Mbps		
Month-to-Month	395.00	999.00
One Year	0.00	956.00
Three Years	0.00	908.00
Five Years	0.00	847.00
DS3 (44.736 Mbps)		
Month-to-Month	395.00	1,210.00
One Year	0.00	1,120.00
Three Years	0.00	999.00
Five Years	0.00	878.00

¹ Applies in lieu of service charges found elsewhere in this tariff or other Company tariffs.

² Refer to 13.2(C)(2) for the regulations associated with Port Only digital access facilities.

³ Effective February 15, 2013, Frame Relay Service is grandfathered and is no longer available to new customers. Existing customers may maintain their service; however, term commitment plans may not be renewed. Moves or changes to subscribers' existing service are permissible, but the term commitment per circuit will not be extended. Upon expiration of the term commitment the service will lapse into a month-to-month service arrangement.

13. ADVANCED COMMUNICATIONS NETWORKS

13.2 Frame Relay Service ¹ (Cont'd)

(K) Rates and Charges (Cont'd)

	Nonrecurring Charge ¹	Monthly Rate
(2) Port Only (Cont'd)		
(b) Private NNI Port Only ² , each		
384 Kbps		
Month-to-Month	\$ 150.00	\$ 212.00
One Year	0.00	204.00
Three Years	0.00	189.00
Five Years	0.00	172.00
DS1 (1.536 Mbps)		
Month-to-Month	295.00	327.00
One Year	0.00	315.00
Three Years	0.00	297.00
Five Years	0.00	276.00
DS3 (44.736Mbps)		
Month-to-Month	395.00	1,210.00
One Year	0.00	1,120.00
Three Years	0.00	999.00
Five Years	0.00	878.00

¹ Applies in lieu of service charges found elsewhere in this tariff or other Company tariffs.

² Refer to 13.2(C)(2) for the regulations associated with Port Only digital access facilities.

³ Effective February 15, 2013, Frame Relay Service is grandfathered and is no longer available to new customers. Existing customers may maintain their service; however, term commitment plans may not be renewed. Moves or changes to subscribers' existing service are permissible, but the term commitment per circuit will not be extended. Upon expiration of the term commitment the service will lapse into a month-to-month service arrangement.

13. ADVANCED COMMUNICATIONS NETWORKS

13.2 Frame Relay Service ¹ (Cont'd)

(K) Rates and Charges (Cont'd)

(3) PVC CIR , per PVC

(a) Intrazone	Monthly Rate
4 Kbps	\$ 5.00
8 Kbps	7.00
16 Kbps	8.00
28 Kbps	9.00
32 Kbps	10.00
42 Kbps	13.00
48 Kbps	15.00
64 Kbps	19.00
96 Kbps	26.00
128 Kbps	33.00
192 Kbps	44.00
256 Kbps	51.00
288 Kbps	58.00
384 Kbps	65.00
512 Kbps	73.00
576 Kbps	79.00
768 Kbps	85.00
1152 Kbps	97.00
1536 Kbps	109.00
2 Mbps	116.00
3 Mbps	121.00
4 Mbps	145.00
5 Mbps	172.00
6 Mbps	198.00
7 Mbps	226.00
8 Mbps	251.00
9 Mbps	277.00
10 Mbps	303.00
11 Mbps	322.00
12 Mbps	341.00
13 Mbps	361.00
14 Mbps	380.00
15 Mbps	399.00
16 Mbps	419.00
17 Mbps	438.00
18 Mbps	458.00
19 Mbps	476.00
20 Mbps	496.00
21 Mbps	516.00
22 Mbps	535.00

¹ Effective February 15, 2013, Frame Relay Service is grandfathered and is no longer available to new customers. Existing customers may maintain their service; however, term commitment plans may not be renewed. Moves or changes to subscribers' existing service are permissible, but the term commitment per circuit will not be extended. Upon expiration of the term commitment the service will lapse into a month-to-month service arrangement.

13. ADVANCED COMMUNICATIONS NETWORKS

13.2 Frame Relay Service ¹ (Cont'd)

(K) Rates and Charges (Cont'd)

(3) PVC CIR , per PVC (Cont'd)

(b) Multi-jurisdictional PVC ¹

(c) Frame Relay to ATM Service Interworking No Charge

Nonrecurring
Charge ²

(4) Subsequent PVC CIR Charge, each	\$ 20.00
(5) Backup UNI, Per Activation	200.00
(6) Software Change Charge	30.00

¹ A Multi-jurisdictional PVC falls under federal jurisdiction and the PVC CIR rates, rules and regulations from the Company's FCC Frame Relay tariff are applicable.

² Applies in lieu of service charges found elsewhere in this tariff or other Company tariffs.

³ Effective February 15, 2013, Frame Relay Service is grandfathered and is no longer available to new customers. Existing customers may maintain their service; however, term commitment plans may not be renewed. Moves or changes to subscribers' existing service are permissible, but the term commitment per circuit will not be extended. Upon expiration of the term commitment the service will lapse into a month-to-month service arrangement.

13. ADVANCED COMMUNICATIONS NETWORKS

13.3 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS)²¹

(A) General

This section contains definitions, regulations and charges applicable to the provision of Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS) furnished by the Company within the State of Florida, where conditions and facilities permit.

(B) Definitions

In addition to the Definitions set forth in Section 2 General Regulations of this tariff, the following definitions apply:

Maximum Burst Size – The term “Maximum Burst Size” (MBS) denotes the consecutive number of ATM cells that can enter the ATM Cell Relay Service network above the Sustained Cell Rate level and below the Peak Cell Rate level.

(C) Description of Service

Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS) is a telecommunications transport and switching service that provides for high-speed connectivity between Customer-designated locations (CDLs). ATM CRS consists of a User Network Interface (UNI) interface. This interface is available in various configurations including Port With Access Line Connection and Port Only Connection, with either incremental or full bandwidth.

The UNI Port With Access Line Connection is a dedicated digital line that provides a link from the CDL to one of Company's ATM CRS hubs¹. UNIs are also provisioned as an Inverse Multiplexing ATM (IMA) Port With Access Line Connection as defined in Section D.2 and as a Port Only Connection as defined in Section D.3.

ATM CRS is a fast-packet, cell-based technology that can support user applications requiring high-bandwidth, high-performance transport and switching. This connectivity is provided via Permanent Virtual Circuits (PVCs) and/or Switched Virtual Circuits (SVCs) that are implemented over access facilities and switches that are dedicated to high-speed telecommunications services.

UNI Port With Access Line Connections, UNI IMA Port With Access Line Connections, UNI Port Only Connections, PVCs and SVCs are further described in Section D.

¹ For definition, see Section 2.6 of this tariff.

² Effective February 15, 2013, ATM Cell Relay Service (ATMCRS) is grandfathered and is no longer available to new customers. Existing customers may maintain their service; however, term commitment plans may not be renewed. Moves or changes to subscribers' existing service are permissible, but the term commitment per circuit will not be extended. Upon expiration of the term commitment the service will lapse into a month-to-month service arrangement and will bill at the one-year rate.

13. ADVANCED COMMUNICATIONS NETWORKS

13.3 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS) ¹(Cont'd)

(D) Service Components

The major components of ATM CRS are:

- UNI Port With Access Line Connection
- UNI IMA Port With Access Line Connection
- UNI Port Only Connection
- Permanent Virtual Circuit (PVC)
- Switched Virtual Circuit (SVC)
- Effective Bandwidth

(1) UNI Port With Access Line Connection

UNI Port With Access Line Connections are available at the DS1, DS3, OC3c, and OC12c levels and provide dedicated transport between CDL and an ATM CRS hub. There are two types of UNIs: Full and Incremental. The Full UNI includes all available bandwidth in one rate, and the Incremental UNI is sold and provisioned with PVC and/or SVC bandwidth increments. The DS1 UNI is not offered in increments. UNI Port with Access Line Connection may be ordered under a One (1), Two (2), Three (3) or Five (5) year term commitment period.

In order for Customer traffic to be carried on the network, each Incremental UNI requires at least one 5 Mbps increment of either PVC or SVC bandwidth. The Customer may elect to subscribe to multiple PVCs. The SVC feature is established over the UNI via connection identifiers, which enables the Customer to have virtual connections to various locations.

UNIs are provided at nominal data rates of 1.5 Mbps (DS1), 45 Mbps (DS3), 155 Mbps (OC3c), or 622 Mbps (OC12c). OC3c and OC12c are provided as a concatenated signal in STS-3c and STS-12c (Synchronous Transport Signal) formats, respectively. The actual throughput into CRS is less than the line rate for the UNI provided.

The rates and charges for a UNI are differentiated by the capacity of the UNI, the location where the UNI originates (i.e., Customer-designated premises) and mileage ranges (expressed as tiers) associated with extending the UNI to the wire center designated as the ATM CRS hub.

The OC3c and OC12c UNI Port With Access Line Connections are provisioned on Protected or Protected Diverse Synchronous Optical Network (SONET). SONET is a standards-based fiber optic communication network that transports both asynchronous and synchronous digital signals using the Synchronous Transport Signal (STS) format. ATM OC3c and OC12c Protected SONET UNI Port With Access Line Connections are provisioned over SONET as a survivable service with a non-diverse alternate facility between the central office and the Customer premises. ATM OC3c and OC12c Protected Diverse SONET UNI Port With Access Line Connections are provisioned over SONET as a survivable service with an alternate and diverse path between the ATM CRS hub and the Customer premises.

¹ Effective February 15, 2013, ATM Cell Relay Service (ATMCRS) is grandfathered and is no longer available to new customers. Existing customers may maintain their service; however, term commitment plans may not be renewed. Moves or changes to subscribers' existing service are permissible, but the term commitment per circuit will not be extended. Upon expiration of the term commitment the service will lapse into a month-to-month service arrangement and will bill at the one-year rate.

13. ADVANCED COMMUNICATIONS NETWORKS

13.3 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS) ¹ (Cont'd)

(D) Service Components (Cont'd)

(2) UNI Inverse Multiplexing ATM (IMA) Port With Access Line Connection

UNI IMA Port With Access Line Connection permits the provisioning of bandwidth greater than DS1 and less than DS3 by binding together multiple DS1 facilities. The inverse multiplexer at each end of the connection aggregates and de-aggregates multiple parallel DS1 leased lines into a single higher speed link. IMA will be offered as full bandwidth only. Two to six DS1 facilities will be permitted in an IMA group providing nominal aggregated bandwidth from three to nine megabits per second. IMA allows for all class of service parameters up to the combined nominal line rate of the aggregated DS1s and all PVCs and/or SVCs that will fit within the bandwidth. Ordering of DS1s within an IMA group must be done in ascending order. Disconnecting DS1s within an IMA group must be done in a descending order. Customer must purchase a minimum of two IMA DS1s.

Requests to change existing UNI Port With Access Line Connections to UNI IMA Port With Access Line Connections will be treated as a disconnect and a new install. Termination liability ² charges, as set forth in Section 2.8 of this tariff may apply.

(3) UNI Port Only Connection

Port Only Connections can be established as a User Network Interface (UNI) arrangement. The UNI Port Only connection provides an ATM Cell Relay Network connection based on the port connection speeds of DS1, DS3, OC3c and OC12c. The ATM port speed will be consistent with the channel speed of the access channel. The actual throughput of Customer traffic cannot exceed the bandwidth of the access channel and port speed.

UNI Port Only Connections are available as either Incremental or Full. This refers to the bandwidth that is required to provision PVCs on the port. Incremental ports come with no bandwidth and bandwidth is purchased in increments based on Customer bandwidth requirements. Full ports come with all bandwidth included up to the maximum rate of the port. Each port can accommodate multiple PVCs or SVCs depending on the bandwidth purchased. UNI Port Only connections are available on a One (1), Two (2), Three (3) and Five (5) year term.

Customers may access Port Only Connections via Company-provided digital access facilities or via facilities provided by another carrier. When access facilities are provided by the Company, the associated regulations, rates and charges under the appropriate Company Tariff shall apply in addition to the regulations, rates and charges associated with ATM CRS. Company-provided access facilities may also be provisioned on an Individual Case Basis (ICB) where access facilities are not generally available under the applicable tariff. Interconnection charges to connect access line services provided by the Company or another carrier may apply and will be billed separately. Any special construction or nonstandard charges assessed by the carrier supplying the access facilities will be the responsibility of the Customer.

¹ Effective February 15, 2013, ATM Cell Relay Service (ATMCRS) is grandfathered and is no longer available to new customers. Existing customers may maintain their service; however, term commitment plans may not be renewed. Moves or changes to subscribers' existing service are permissible, but the term commitment per circuit will not be extended. Upon expiration of the term commitment the service will lapse into a month-to-month service arrangement and will bill at the one-year rate.

13. ADVANCED COMMUNICATIONS NETWORKS

13.3 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS)¹ (Cont'd)(D) Service Components (Cont'd)

(4) Permanent Virtual Circuit (PVC)

The PVC defines a virtual connection across a UNI between the Customer premises and Company's ATM CRS hub. Each UNI requires at least one PVC in order for Customer traffic to traverse the network. Each ATM cell carries a unique tag which identifies that ATM CRS cell as belonging to a particular PVC. A PVC is a logical channel connecting two or more Customer-designated premises with virtual connections through a Company provided ATM CRS switch(es). The PVCs may be provided on a point-to-point or point-to-multipoint basis. When a PVC is provided as a point-to-point virtual connection, transmission is bi-directional allowing for ATM CRS cells to be transmitted or received over the same PVC. For point-to-multipoint virtual connections, transmission is provided as transmit only. The virtual connection is set up by the Company based on information contained on a Telecommunications Service Request (TSR) rather than by dial-up signaling.

PVCs consist of two types: Virtual Channel Connections (VCCs) and Virtual Path Connections (VPCs). A VCC is a type of PVC with independent identity and defined service parameters that are provisioned via a TSR and cannot be altered by the Customer without additional TSR activity. A VPC is a type of PVC with defined service parameters that is provisioned via a TSR. Customers may provision their own virtual channels within the VPC, provided that the sum of the service parameters of all of the virtual channels does not exceed the aggregate service parameters of the VPC.

If the information provided by the Customer for the requested PVCs results in an interstate arrangement, the PVC falls under federal jurisdiction subject to the rates, terms and conditions from the Company's FCC tariff.

(5) Switched Virtual Circuit (SVC)

SVCs are similar in structure to PVCs, but SVCs are provisioned on demand by Customer premises equipment that signals the ATM cell relay network to set up and tear down logical connections. The network will respond to these requests by provisioning a virtual connection across the network based on the class of service parameters requested, provided that sufficient network resources are available to establish the connection. Each UNI that is SVC signal enabled will be provided with a SVC International Code Designator (ICD) prefix that will uniquely identify the UNI. Customers must use this Company assigned prefix when requesting SVC virtual connections across the Company Cell Relay Network. Each Constant Bit Rate (CBR) and Variable Bit Rate (VBR) SVC will be limited to a maximum Peak Cell Rate of 20 Mbps and a maximum Sustained Cell Rate of 20 Mbps.

Closed User Group (CUG) capability is a feature associated with SVCs. A CUG provides the ability to contain SVC calls between certain UNIs. A CUG functionally groups UNIs into logical associations and allows calling privileges to be specified network wide. A CUG provides a network-wide mechanism for access control. CUGs provide a logical grouping of UNIs, creating a SVC community of interest.

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13. ADVANCED COMMUNICATIONS NETWORKS

13.3 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS)¹ (Cont'd)

(D) Service Components (Cont'd)

(6) Effective Bandwidth

Effective bandwidth is the bandwidth reserved for each logical connection (PVC or SVC) that is set up across a UNI. It is based on the Peak Cell Rate (PCR), Sustained Cell Rate (SCR), Maximum Burst Size (MBS), and the class of service parameters selected, i.e., Constant Bit Rate (CBR), Variable Bit Rate real time (VBRrt), Variable Bit Rate non-real time (VBRnrt), or Unspecified Bit Rate (UBR). The total effective bandwidth of all the logical connections on a UNI cannot exceed the total bandwidth available on the UNI. Effective bandwidth prices do not vary by class of service level selected. However, effective bandwidth is consumed in varying degrees based on the class of service parameters selected. The higher the class of service, the more bandwidth will be reserved. A CBR PVC with the same PCR as a VBR PVC will reserve more effective bandwidth.

(E) Technical Specifications

The technical specifications for ATM CRS are delineated in Technical References TR-NWT-001112, GR-1110-CORE, GR-1248-CORE, and SR-3330.

The technical specifications for DS1 and DS3 signals are delineated in TR-INS-000342.

The technical specifications for OC3c and OC12c signals are delineated in GR-253-CORE, Issue 2.

The technical specifications for UNIs are delineated in ATM Forum ATM User Network Interface Specifications V3.0, af-uni-0010.001, and V3.1, af-uni-0010.002. Interface specifications for Customer-provided ATM CRS compatible premises equipment or devices must also be in accordance with the specifications defined in these documents.

(F) Provision of Service

ATM CRS includes:

- (1) A least one UNI Port With Access Line or Port Only which has a maximum nominal capacity for either DS1 (1.5 Mbps), DS3 (45 Mbps), OC3c (155 Mbps), OC12c (622 Mbps), or two to six UNI IMA Ports with Access Lines which has a capacity of 3Mbps to 9Mbps. The OC3c and OC12c UNIs are provisioned over Protected or Protected Diverse SONET. The Protected and Protected Diverse SONET facilities provide a backup facility that automatically switches in the event of a failure on the primary facility.
- (2) Unlimited usage on purchased bandwidth.
- (3) Incremental UNIs must have at least one increment of effective bandwidth (either PVC or SVC) in order for traffic to traverse the network. The DS1, DS3, OC3c, and OC12c Full UNIs are equipped with the full effective bandwidth.
- (4) Either one or more PVCs. When PVC bandwidth is purchased, one or more PVCs must be selected for Customer traffic to traverse the network.

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13. ADVANCED COMMUNICATIONS NETWORKS

13.3 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS) ¹ (Cont'd)

(F) Provision of Service (Cont'd)

- (5) Two types of PVCs, (i) Virtual Channel Connections (VCCs) and (ii) Virtual Path Connections (VPCs), which support the following Classes of Service:
- a. Constant Bit Rate (CBR)
 - b. Variable Bit Rate real time (VBRrt)
 - c. Variable Bit Rate non-real time (VBRnrt)
 - d. Unspecified Bit Rate (UBR)

(G) Tier Structure for Local Serving Offices

Wire centers that provide ATM CRS have been designated by the Company as ATM hubs. Each local serving office has been placed in a Tier 1, 2 or 3, based on its location relative to the closest ATM hub.

(H) Service Functionality

The ATM CRS functionality consists of transporting 53-byte cells of information from the Customer location to a Company ATM hub over a UNI. The traffic is routed in the switch to another UNI, or other suitable network connection.

(I) Class of Service Parameters

(1) Constant Bit Rate (CBR)

- a. Peak/Sustained Cell Rate:
Customer specified in increments of 64 Kbps up to the maximum speed of the UNI.
- b. Non-conforming cells:
Discarded
- c. Cell Delay Variation Tolerance (CT):
DS1 = 600 microseconds
DS3 = 600 microseconds
OC3c = 600 microseconds
OC12c = 600 microseconds

(2) Variable Bit Rate (VBR) Real Time/Non-Real Time

- a. Sustained Cell Rate (SCR):
Customer specified in increments of 64 Kbps up to the maximum speed of the UNI.
- b. Peak Cell Rate (PCR):
Customer selectable in increments of 64 Kbps up to line rate. Default is 200% of SCR for PVCs. (The ratio of PCR to SCR will be signaled by CPE for SVCs. Therefore there is no default value.)

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13. ADVANCED COMMUNICATIONS NETWORKS

13.3 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS)¹ (Cont'd)

(I) Class of Service Parameters (Cont'd)

(2) Variable Bit Rate (VBR) Real Time/Non-Real Time (Cont'd)

c. Non-conforming cells:
Discarded

d. Cell Delay Variation Tolerance (CDVT):
DS1 = 600 microseconds
DS3 = 600 microseconds
OC3c = 600 microseconds
OC12c = 600 microseconds

(J) Conditions

(1) ATM CRS is available where facilities and conditions permit. For locations where the Customer requests ATM CRS and digital or SONET facilities are not available, special construction charges may apply.

(2) Maintenance Window

To meet the Customers' requirements, occasional network upgrades must be performed. Network upgrades are needed to provide improved performance and new features. Generally these upgrades will be performed between the hours of 11 PM and 8 AM. Network upgrades are planned to provide Customers reasonable and timely notification in order to minimize any impact on the Customers' service.

(K) Obligations of the Customer

The Customer must provide the necessary compatible premise equipment or ATM CRS device capable of interfacing with the Company's ATM CRS.

(L) Obligations of the Company

Company is responsible for service up to and including the network interface. Company's responsibility is limited to the furnishing of communications facilities and switches suitable for ATM CRS.

ATM CRS is supported by the Company's Single Point of Contact (SPOC) center, which provides continuous support for ATM CRS 24 hours per day, seven days per week (24x7) with the ability to manage all of the Customer's ATM CRS as a single network. The SPOC performs maintenance, trouble resolution and network management functions on a 24x7 basis. Service order processing and network installation functions are performed only during normal business hours.

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13. ADVANCED COMMUNICATIONS NETWORKS

13.3 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS) ¹ (Cont'd)

(M) Application of Rates and Charges

(1) Rate Elements

The following rate elements are applicable to ATM CRS:

- UNI Port With Access Line Connection
- UNI Inverse Multiplexing ATM (IMA) Port with Access Line Connection
- UNI Port Only Connection
- Permanent Virtual Circuits (PVCs)
- Effective Bandwidth for Incremental UNIs
- Closed User Groups (CUG)
- Administrative Charge

a. UNI Port With Access Line Connection

A monthly rate applies on a per Port With Access Line basis, based on the speed (i.e., DS1, DS3, OC3c or OC12c) and/or type (i.e., Full or Incremental, SONET - Protected or Protected Diverse) of the access connection. UNI Port and Access is offered as a One (1), Two (2), Three (3) or Five (5) year term commitment period. Nonrecurring charges are not applicable.

b. UNI Inverse Multiplexing ATM (IMA) Port With Access Line Connection

A monthly rate applies on a per DS1 basis for each sequential DS1 ordered up to the desired bandwidth (i.e., 3 Mbps, 4.5 Mbps, 6 Mbps, 7.5 Mbps or 9 Mbps). IMA is offered as a One (1), Two (2), Three (3) or Five (5) year term commitment period. DS1s within an IMA group added subsequent to the initial installation of the first two DS1s will have their own term period. Nonrecurring charges are not applicable.

c. UNI Port Only Connection

A monthly rate applies on a per Port Only basis, based on the speed (i.e., DS1, DS3, OC3c or OC12c) and/or type (i.e., Full or Incremental) of the port only connection. UNI Port Only is offered as a One (1), Two (2), Three (3) or Five (5) year term commitment period. Nonrecurring charges are not applicable.

d. Permanent Virtual Circuits (PVCs)

An Administrative charge applies per order. The Administrative charge does not apply when PVCs are installed at the same time as the respective UNIs.

If the information provided by the Customer for the requested PVCs results in an interstate arrangement, the PVC falls under the federal jurisdiction, subject to the rates, terms and conditions from the Company's FCC tariff.

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13. ADVANCED COMMUNICATIONS NETWORKS

13.3 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS) ¹ (Cont'd)

(M) Application of Rates and Charges (Cont'd)

(1) Rate Elements (Cont'd)

(e) Administrative Charge

A nonrecurring charge applies (per order, per UNI) when Customer initiates a change to one or more of the following: UNI bandwidth, PVCs, class of service parameters, and/or other service parameters that do not require changes in physical facilities and that can be provisioned by Company without the dispatch of a technician to Customer location. For each service order issued, the charge will be one Administrative Charge regardless of the number of changes made. The Administrative Charge does not apply for those items ordered on the same service order with the installation of a UNI.

(2) Minimum Period

The minimum period for ATM CRS is one month.

(3) Term Commitment Period

The ATM CRS UNI Port With Access Line Connection, UNI IMA Port With Access Line Connection and UNI Port Only Connection rate elements are available under a Term Commitment Period.

Term commitments of One (1), Two (2), Three (3) and Five (5) years are available to all Customers at the applicable rates set forth in Section 14.5.

Rate elements must be ordered under the same term commitment period.

a. Termination Liability²

In the event ATM CRS is terminated by the Customer prior to completion of the initial term commitment period, Termination Liability charges, as set forth in General Regulations, Section 2.8 of this tariff will apply.

(4) Moves

When the Customer requests a move or relocation of the UNI, the move or relocation will be treated as a termination of the existing service and the establishment of a new service. Service and a new term commitment period will commence.

(5) Special Facilities Routing

The Customer may request that the facilities used to provide ATM CRS be specially routed. Additional charges will apply under an ICB contract arrangement see Section 12 Special Construction in this tariff for terms and conditions.

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13. ADVANCED COMMUNICATIONS NETWORKS

13.3 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS) ¹ (Cont'd)

(M) Application of Rates and Charges (Cont'd)

(6) Acceptance Testing

Upon the Customer's request, the Company will cooperatively test, at the time of installation at no additional charge. Acceptance tests will include tests for the parameters applicable to the Service as specified in the order for Service.

(N) Rates and Charges

(1) UNI Port with Access Line Connection

	One-Year Monthly Rate	Two-Year Monthly Rate	Three-Year Monthly Rate	Five-Year Monthly Rate
(a) DS1, each				
Full				
Tier 1 (0 to 5 Miles)	\$ 805.00	\$ 765.00	\$ 684.00	\$ 644.00
Tier 2 (Over 5 to 25 Miles)	805.00	765.00	684.00	644.00
Tier 3 (Over 25 to 50 Miles)	805.00	765.00	684.00	644.00
(b) DS3, each				
Full				
Tier 1 (0 to 5 Miles)	4,060.00	3,857.00	3,451.00	3,247.00
Tier 2 (Over 5 to 25 Miles)	4,776.00	4,538.00	4,060.00	3,821.00
Tier 3 (Over 25 to 50 Miles)	5,731.00	5,444.00	4,872.00	4,585.00
Incremental				
Tier 1 (0 to 5 Miles)	3,407.00	3,235.00	2,895.00	2,725.00
Tier 2 (Over 5 to 25 Miles)	4,007.00	3,807.00	3,407.00	3,205.00
Tier 3 (Over 25 to 50 Miles)	4,808.00	4,568.00	4,088.00	3,847.00

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13. ADVANCED COMMUNICATIONS NETWORKS

13.3 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS) ¹ (Cont'd)

(N) Rates and Charges (Cont'd)

(1) UNI Port with Access Line Connection (Cont'd)

	One-Year Monthly Rate	Two-Year Monthly Rate	Three-Year Monthly Rate	Five-Year Monthly Rate
(c) OC3c, each				
SONET				
Full, Protected				
Tier 1 (0 to 5 Miles)	\$ 7,659.00	7,277.00	\$ 6,511.00	\$ 6,127.00
Tier 2 (Over 5 to 25 Miles)	9,011.00	8,561.00	7,659.00	7,209.00
Tier 3 (Over 25 to 50 Miles)	10,813.00	10,272.00	9,192.00	8,650.00
Full, Protected Diverse				
Tier 1 (0 to 5 Miles)	9,353.00	8,886.00	7,951.00	7,482.00
Tier 2 (Over 5 to 25 Miles)	11,003.00	10,453.00	9,353.00	8,803.00
Tier 3 (Over 25 to 50 Miles)	13,204.00	12,544.00	11,224.00	10,563.00
Incremental, Protected				
Tier 1 (0 to 5 Miles)	5,336.00	5,070.00	4,536.00	4,269.00
Tier 2 (Over 5 to 25 Miles)	6,278.00	5,964.00	5,336.00	5,023.00
Tier 3 (Over 25 to 50 Miles)	7,534.00	7,158.00	6,403.00	6,027.00
Incremental, Protected Diverse				
Tier 1 (0 to 5 Miles)	7,030.00	6,679.00	5,976.00	5,624.00
Tier 2 (Over 5 to 25 Miles)	8,271.00	7,856.00	7,030.00	6,617.00
Tier 3 (Over 25 to 50 Miles)	9,924.00	9,428.00	8,436.00	7,940.00

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13. ADVANCED COMMUNICATIONS NETWORKS

13.3 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS) ¹ (Cont'd)

(N) Rates and Charges (Cont'd)

(1) UNI Port with Access Line Connection (Cont'd)

	One-Year Monthly Rate	Two-Year Monthly Rate	Three-Year Monthly Rate	Five-Year Monthly Rate
d. OC12c, each				
SONET				
Full, Protected				
Tier 1 (0 to 5 Miles)	\$ 23,668.00	\$ 22,484.00	\$ 20,118.00	\$ 18,934.00
Tier 2 (Over 5 to 25 Miles)	27,844.00	26,452.00	23,668.00	22,275.00
Tier 3 (Over 25 to 50 Miles)	33,413.00	31,742.00	28,401.00	26,730.00
Full, Protected Diverse				
Tier 1 (0 to 5 Miles)	25,604.00	24,323.00	21,764.00	20,483.00
Tier 2 (Over 5 to 25 Miles)	30,121.00	28,615.00	25,604.00	24,098.00
Tier 3 (Over 25 to 50 Miles)	36,146.00	34,339.00	30,724.00	28,917.00
Incremental, Protected				
Tier 1 (0 to 5 Miles)	15,730.00	14,944.00	13,371.00	12,584.00
Tier 2 (Over 5 to 25 Miles)	18,505.00	17,580.00	15,730.00	14,805.00
Tier 3 (Over 25 to 50 Miles)	22,207.00	21,097.00	18,876.00	17,765.00
Incremental, Protected Diverse				
Tier 1 (0 to 5 Miles)	17,666.00	16,783.00	15,016.00	14,133.00
Tier 2 (Over 5 to 25 Miles)	20,783.00	19,744.00	17,666.00	16,627.00
Tier 3 (Over 25 to 50 Miles)	24,940.00	23,693.00	21,199.00	19,952.00

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FACILITIES FOR INTRASTATE ACCESS

13. ADVANCED COMMUNICATIONS NETWORKS

13.3 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS) ¹ (Cont'd)

(N) Rates and Charges (Cont'd)

(2) UNI Inverse Multiplexing ATM (IMA)

	One-Year Monthly Rate	Two-Year Monthly Rate	Three-Year Monthly Rate	Five-Year Monthly Rate
a. First DS1, each (1.5 Mbps total bandwidth)				
Full				
Tier 1 (0 to 5 Miles)	\$ 828.00	\$ 788.00	\$ 704.00	\$ 663.00
Tier 2 (Over 5 to 25 Miles)	828.00	788.00	704.00	663.00
Tier 3 (Over 25 to 50 Miles)	828.00	788.00	704.00	663.00
b. Second DS1, each (3 Mbps total bandwidth)				
Full				
Tier 1 (0 to 5 Miles)	787.00	747.00	684.00	644.00
Tier 2 (Over 5 to 25 Miles)	787.00	747.00	684.00	644.00
Tier 3 (Over 25 to 50 Miles)	787.00	747.00	684.00	644.00
c. Third DS1, each (4.5 Mbps total bandwidth)				
Full				
Tier 1 (0 to 5 Miles)	757.00	718.00	642.00	605.00
Tier 2 (Over 5 to 25 Miles)	757.00	718.00	642.00	605.00
Tier 3 (Over 25 to 50 Miles)	757.00	718.00	642.00	605.00
d. Fourth DS1, each (6 Mbps total bandwidth)				
Full				
Tier 1 (0 to 5 Miles)	757.00	718.00	642.00	605.00
Tier 2 (Over 5 to 25 Miles)	757.00	718.00	642.00	605.00
Tier 3 (Over 25 to 50 Miles)	757.00	718.00	642.00	605.00
e. Fifth DS1, each (7.5 Mbps total bandwidth)				
Full				
Tier 1 (0 to 5 Miles)	757.00	718.00	642.00	605.00
Tier 2 (Over 5 to 25 Miles)	757.00	718.00	642.00	605.00
Tier 3 (Over 25 to 50 Miles)	757.00	718.00	642.00	605.00
f. Sixth DS1, each (9 Mbps total bandwidth)				
Full				
Tier 1 (0 to 5 Miles)	757.00	718.00	642.00	605.00
Tier 2 (Over 5 to 25 Miles)	757.00	718.00	642.00	605.00
Tier 3 (Over 25 to 50 Miles)	757.00	718.00	642.00	605.00

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FACILITIES FOR INTRASTATE ACCESS

13. ADVANCED COMMUNICATIONS NETWORKS

13.3 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS) ¹ (Cont'd)

(N) Rates and Charges (Cont'd)

(3) UNI Port only Connection

	One-Year Monthly Rate	Two-Year Monthly Rate	Three-Year Monthly Rate	Five-Year Monthly Rate
a. DS1, each Full	\$ 420.00	\$ 399.00	\$ 358.00	\$ 337.00
b. DS3, each Full	1,481.00	1,407.00	1,258.00	1,185.00
Incremental	712.00	677.00	605.00	570.00
c. OC3c, each Full	3,872.00	3,678.00	3,291.00	3,098.00
Incremental	1,139.00	1,081.00	968.00	911.00
d. OC12c, each Full	13,609.00	12,929.00	11,568.00	10,888.00
Incremental	4,270.00	4,057.00	3,630.00	3,417.00

(4) Permanent Virtual Circuits (PVCs) per order

	Nonrecurring Charge ²
a. Virtual Channel Connections (VCCs)	
Constant Bit Rate (CBR)	\$ 75.00
Variable Bit Rate real time (VBRrt)	75.00
Variable Bit Rate non-real time (VBRnrt)	75.00
Unspecified Bit Rate (UBR)	75.00
b. Virtual Path Connections (VPCs)	
Constant Bit Rate (CBR)	75.00
Variable Bit Rate real time (VBRrt)	75.00
Variable Bit Rate non-real time (VBRnrt)	75.00
Unspecified Bit Rate (UBR)	75.00

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13. ADVANCED COMMUNICATIONS NETWORKS

13.3 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS)³ (Cont'd)

(N) Rates and Charges (Cont'd)

(5) Effective Bandwidth for Incremental UNIs

	Monthly Rate	Nonrecurring Charge
a. CBR or VBR PVC Bandwidth		
DS3, OC3c – 5 Mbps	\$ 97.00	N/A
OC12c – 15 Mbps	242.00	N/A
b. CBR or VBR SVC Bandwidth		
DS3, OC3c – 5 Mbps	97.00	N/A
OC12c – 15 Mbps	242.00	N/A
c. UBR PVC and SVC Bandwidth, Bandwidth up to the UNI line rate		
DS3	484.00	N/A
OC3c	1,452.00	N/A
OC12c	4,840.00	N/A
6. Closed User Groups (CUG) ¹ , per order, per UNI		
a. Each CUG	N/A	\$75.00
b. Each subsequent CUG member added to a CUG	N/A	75.00
7. Administrative Charge ² , per order	N/A	75.00

¹ Applies per order, per UNI, and in lieu of service charges found elsewhere in this Tariff or other Company Tariffs. The nonrecurring charge does not apply when a CUG is installed at the same time as the respective UNI.

² Applies per order, per UNI, and in lieu of service charges found elsewhere in this Tariff or other Company Tariffs. The nonrecurring charge does not apply for those items ordered on the same service order with the installation of a UNI.

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14. EXPANDED INTERCONNECTION SERVICES

14. EXPANDED INTERCONNECTION SERVICES

14.1 Service Description

14.1.1 Expanded Interconnection Service (EIS) provides customers with the capability to collocate customer provided transmission, concentration, and multiplexing equipment, at the Telephone Company premises. EIS customers may terminate basic fiber optic transmission facilities at the Telephone Company premises for connection to their equipment or may lease facilities from the Telephone Company.

EIS customers may lease transport from the Telephone Company to connect to their collocation equipment in lieu of constructing their own facility to the Telephone Company premises.

EIS is not available to Enhanced Service Providers. Customer premises equipment, protocol conversion equipment or other types of customer equipment not required for basic transmission shall not be installed at the Telephone Company premises.

14.2 Provision of EIS

14.2.1 General

- (A) EIS will be provided as Physical EIS where transmission facilities of the customer interconnect with the facilities of the Telephone Company within the Telephone Company wire center or access tandem or as Virtual EIS where the interconnection with Telephone Company facilities occurs outside the wire center or access tandem in a manhole or other similar location.
- (B) EIS arrangements are available for Switched Access and DS0, DS1 (1.544 Mbps) and DS3 (44.735 Mbps) Dedicated Access transmission facilities and terminating equipment to Telephone Company wire center or access tandem facilities in or near Telephone Company buildings.
- (C) EIS will be available for microwave transmission on a case by case basis where reasonably feasible. EIS is not available on non-fiber optic facilities.
- (D) Customer provided facilities and customer designated termination equipment are subject to the terms, conditions, and rates specified in this tariff.
- (E) Customers requests for space for terminating equipment other than within an access tandem or wire center will be handled on a case by case basis where technically feasible.
- (F) The Telephone Company is not responsible for the design, engineering, or performance of the customer designated termination equipment and customer provided facilities for virtual and physical EIS. The Telephone Company is not responsible for testing and maintenance of physical EIS arrangements.
- (G) The Telephone Company is not required to purchase additional plant or equipment, to relinquish floor space or facilities designated for Telephone Company use, to undertake construction of new wire centers or access tandems, or to construct additions to existing wire centers or access tandems to satisfy a customer request.

17.2.2 Responsibility of the Telephone Company

- (A) The Telephone Company will provide EIS, within the limitations of space and facilities.

14. EXPANDED INTERCONNECTION SERVICES

14. EXPANDED INTERCONNECTION SERVICES (Cont'd)

14.2 Provision of EIS (Cont'd)

14.2.2 Responsibility of the Telephone Company (Cont'd)

- (B) The emergency provisioning and restoration of interconnection service shall be in accordance with Part 64, Subpart D, Paragraph 64.401, of the FCC's Rules and Regulations, which specifies the priority for such activities.
- (C) The Telephone Company will establish points of contact for the customer to place a request for EIS. The point of contact will provide the customer with a packet of general information, including an Application Form.
- (D) The Telephone Company will provide at least two separate points of entry to the wire center or access tandem where there are two entry points for the Telephone Company cable facilities, with the exception of situations where one entry of a two entry office is filled to capacity.
- (E) The Telephone Company will not purchase customer designated termination equipment from a vendor for the customer's use. If the customer chooses, the Telephone Company will assist the customer in the purchase of terminating equipment by establishing a contact point with Frontier Supply.

14.2.3 Rights of the Telephone Company

- (A) The Telephone Company retains ownership of wire center or access tandem floor space and equipment used to provide EIS.
- (B) The Telephone Company reserves the right to refuse use of customer's equipment or customer designated termination equipment which does not meet network reliability standards and fire and safety codes.
- (C) The Telephone Company reserves the right, with prior notice, to access the partitioned space to perform periodic inspections to ensure compliance with Telephone Company installation, safety and security practices.
- (D) The Telephone Company reserves the right, without prior notice, to access the partitioned space in an emergency, such as fire or other unsafe conditions, or for purposes of averting any threat of harm imposed by the customer or the customer's equipment upon the operation of the Telephone Company's equipment, facilities and/or employees located outside the partitioned space.
- (E) The Telephone Company reserves the right to remove and dispose of the customer's equipment on physical EIS arrangements if the customer fails to remove and dispose of the equipment within the 15-day period following discontinuance of service whether the discontinuance was ordered by the customer, or by the Telephone Company in accordance with this tariff. The customer will be charged the appropriate Additional Labor charges in Section 11.2 for the removal and disposal of such equipment.
- (F) The Telephone Company reserves for itself and its successors and assignees, the right to utilize the wire center(s) or access tandem(s) space in such a manner as will best enable it to fulfill Telephone Company's service requirements.
- (G) The Telephone Company shall have the right, for good cause shown, and upon six (6) months' notice, to reclaim any partitioned space, cable space or conduit space in order to fulfill its obligation under Public Service law and its tariffs to provide telecommunication services to its end user customers. In such cases, the Telephone Company will reimburse the customer for reasonable direct costs and expenses in connection with such reclamation.

14. EXPANDED INTERCONNECTION SERVICES

14. EXPANDED INTERCONNECTION SERVICES (Cont'd)

14.3 Obligations of the Customer

14.3.1 Responsibility of the Customer

- (A) The customer is responsible for coordinating with the Telephone Company to ensure that services are installed in accordance with the service request.
- (B) The customer will be responsible for costs incurred by the Telephone Company for installation or maintenance of customer designated termination equipment. Installation or maintenance will not begin until agreed to by the customer.
- (C) In the event of a Telephone Company work stoppage, the customer's employees, contractors or agents will comply with the emergency operation procedures established by the Telephone Company.
- (D) On the date of discontinuance of service of physical EIS arrangements, the customer will disconnect and remove its equipment from its partitioned space or work with the Telephone Company to retain as a virtual arrangement.
- (E) The customer will provide access to the partitioned space at all times to allow the Telephone Company to react to emergencies, to maintain the building operating systems (where applicable and necessary) and to ensure compliance with OSHA/Telephone Company regulations and standards related to fire, safety, health and environment safeguards.
- (F) The customer's employee, agent, or contractor with access to a Telephone Company wire center(s) or access tandem(s) shall adhere at all times to all applicable laws, regulations and ordinances and to rules of conduct established by the Telephone Company for the wire center or access tandem and the Telephone Company's employees, agents and contractors. The Telephone Company reserves the right to make changes to such procedures and rules to preserve the integrity and operation of the Telephone Company network or facilities or to comply with applicable laws and regulations. The Telephone Company will provide written notification 15 days in advance of such changes.
- (G) The customer is responsible for payment of all charges as set forth in Section 2.4. Disputed bills will be subject to provisions in Section 2.4. Failure to make payment will result in disconnection of service in accordance with Section 2.1.8.
- (H) The customer will be responsible to obtain appropriate insurance coverage, including but not limited to, fire, theft, and liability as described in 14.7.6, for physical EIS arrangements.
- (I) The customer be will held liable for the actions and inactions of its employees, vendors, or contractors having access to Telephone Company wire center or access tandem equipment, manholes, property and facilities.
- (J) The customer is responsible for the purchase and delivery of customer designated termination equipment to be installed in the Telephone Company wire center or access tandem for virtual EIS. The customer will sell the customer designated termination equipment to the Telephone Company for one dollar (\$1.00) at the time the equipment is delivered to the wire center or access tandem where it is to be installed. Upon termination of virtual EIS, the customer will purchase the customer designated termination equipment from the Telephone Company for one dollar (\$1.00).

14. EXPANDED INTERCONNECTION SERVICES

14. EXPANDED INTERCONNECTION SERVICES (Cont'd)

14.3 Obligations of the Customer (Cont'd)

14.3.2 Claims and Demands for Damage

In addition to the provisions in Section 2.3.11, the customer shall defend, indemnify and save harmless the Telephone Company from and against any and all suits, claims and demands by third persons caused by, arising out of or in any way related to the installation, maintenance, repair, replacement, presence, use or removal of the customer's equipment or by the proximity of such equipment to the equipment of other parties occupying space in the Telephone Company's wire center(s) or access tandem(s) or caused by, arising out of or in any way related to the customer's failure to comply with any of the terms of this tariff.

14.3.3 Limitations

- (A) All customer facilities must terminate in the Telephone Company equipment.
- (B) The customer shall not assign, sublease, rent or share with or without charge, partitioned space with another customer.
- (C) Other than marking equipment for identification purposes, the customer shall not paint or affix any signs, posters, advertisements or notices on any portion of, or any equipment located in, the Telephone Company wire center(s) or access tandem(s).
- (D) The customer shall not use cellular telephones within the wire center or access tandem locations. The customer may order local exchange business service to be installed within the customer's partitioned space.

14.3.4 Mechanic's or Materialmen's Liens

The customer shall not permit to be placed upon the wire center or access tandem or any of the Telephone Company's property any mechanic's or materialmen's liens caused by or resulting from any work performed, materials furnished or obligations incurred by or at the request of the customer. In the case of the filing of any such lien, the customer shall immediately pay the lien in full.

If default in the payment continues for ten (10) days after written notice from the Telephone Company to the customer, the Telephone Company will have the right, at the Telephone Company's option, of paying the lien or any portion of the lien, without inquiry as to the validity of the lien, and the customer shall reimburse the Telephone Company for any amounts paid, including expenses and interest, within ten (10) days after delivery to the customer of an invoice. Failure to remit payment to the Telephone Company within ten (10) days will result in disconnection of service as set forth in Section 2.1.8.

17.3.5 Confidentiality

The customer shall hold in confidence all information of a competitive nature provided to the customer by the Telephone Company in connection with EIS or known to the customer as a result of the customer's access to the Telephone Company's wire center(s) or access tandem(s) or as a result of the interconnection of the customer's equipment to the Telephone Company's facilities; provided, however, that the customer shall not be obligated to hold in confidence information that:

- (1) was already known to the customer free of any obligation to keep such information confidential;
- (2) was or becomes publicly available by other than unauthorized disclosure; or
- (3) was rightfully obtained from a third party not obligated to hold such information in confidence.

14. EXPANDED INTERCONNECTION SERVICES

14. EXPANDED INTERCONNECTION SERVICES (Cont'd)

14.3 Obligations of the Customer (Cont'd)

14.3.6 Network Outage, Damage and Reporting

- (A) The customer shall be responsible for any damage or network outage occurring as a result of termination of customer owned or customer designated termination equipment in the Telephone Company wire center or access tandem.
- (B) The customer is responsible for providing trouble report status when requested.
- (C) The customer is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week.
- (D) The customer shall be responsible for notifying the Telephone Company of significant outages which could impact or degrade the Telephone Company's switches and services and provide estimated clearing time for restoral.
- (E) The customer is responsible for testing its equipment to identify and clear a trouble report when the trouble has been sectionalized (isolated) to a customer service.
- (F) Credit for interruption of service for physical EIS will be given only for the switched or dedicated access facility and associated cross connect as set forth in Sections 5 and 6.

14.4 Discontinuance of Service

14.4.1 General

- (A) Upon discontinuance of physical EIS service the customer shall disconnect and remove its equipment from the partitioned space. The Telephone Company reserves the right to remove the customer's equipment if the customer fails to remove and dispose of the equipment within the 15 days of discontinuance. The customer will be charged the appropriate Additional Labor charge in Section 11.2 for the removal of such equipment.
- (B) The Telephone Company will make every effort to contact the customer in the event the customer's equipment disrupts the network. If the Telephone Company is unable to make contact with the customer, the Telephone Company shall temporarily disconnect the customer's service as set forth in 2.2.2(B).
- (C) The Telephone Company reserves the right to terminate EIS, in the event the customer is not in conformance with Telephone Company standards and requirements and/or in the event the customer imposes continued disruption and threat of harm to Telephone Company employees and/or network, or the Telephone Company's ability to provide service to other customers.
- (D) Upon discontinuance of Virtual EIS service, the Telephone Company will disconnect and remove the customer designated termination equipment from the Telephone Company wire center or access tandem. The Telephone Company will work with the customer to coordinate return of the equipment to the customer.

14. EXPANDED INTERCONNECTION SERVICES

14. EXPANDED INTERCONNECTION SERVICES (Cont'd)

14.5 Ordering Options for EIS

14.5.1 Physical EIS at Tariffed Locations

- (A) Customers requesting physical EIS at a wire center or access tandem location appearing in 14.7.7 will be required to complete the Application Form and submit the Engineering Fee as set forth in 14.12.1. The Telephone Company will verbally notify the customer within 10 days from the receipt of the Application Form and Engineering Fee if space is available at the selected wire center or access tandem. Upon notification of available space, the customer will be required to place an EIS Access Service Order (ASR).
- (B) Upon receipt of the completed EIS ASR, the Telephone Company will schedule a meeting with the customer to determine engineering and network requirements. The Telephone Company will provide to the customer the general information packet including lists of technical publications and procedures necessary to meet network, engineering, security and safety standards.
- (C) Upon receipt of the ASR and 50% of the Building Modification, Cage Enclosure and dc Power charges, the Telephone Company will initiate necessary modifications to the wire center or access tandem to accommodate the customer's request. The customer and the Telephone Company will work cooperatively to ensure that services are installed in accordance with the service requested. The balance of the Building Modification, Cage Enclosure and dc Power charges are due at the time the space is turned over to the customer.
- (D) The customer is responsible to have cable and other equipment ready for installation on the date scheduled. If the customer fails to notify the Telephone Company of a delay in the installation date, the customer will be subject to the appropriate Additional Labor Charge in Section 11.2.
- (E) The Telephone Company will advise the customer of any delay in completion of the preparation of the wire center or access tandem space, and reschedule a new installation date for earliest possible date.

14.5.2 Bona Fide Request for EIS for Non-Tariffed Locations or Equipment

- (A) Customers requesting EIS at a location or for equipment not appearing in 14.7.7 or 14.10 will be required to initiate a bona fide request for each wire center or access tandem. Submission of an Application Form and \$2500 is considered a bona fide request.
- (B) Customers initiating a bona fide request must have the capability of terminating their transmission facilities at the Telephone Company wire center or access tandem within a reasonable period of time, not to exceed 6 months from the date the request is initiated.
- (C) Customers initiating a bona fide request shall be required to submit \$2500 for each wire center or access tandem, which will be applied toward the Physical Engineering or Virtual Engineering/ Installation Fee to perform a preconstruction verification of the available conduit space or preliminary rate for equipment installation, training and maintenance.
- (D) The customer must complete the Application Form, providing all required information before the Telephone Company will begin work on the request. The customer will be required to provide information such as, wire center or access tandem location, number and type of terminations, power requirements, type of equipment, etc.
- (E) Within 10 days from receipt of the completed request form, the Telephone Company will verbally notify the customer if conduit space is available. If space is not available, the customer will be notified in writing.

14. EXPANDED INTERCONNECTION SERVICES

14. EXPANDED INTERCONNECTION SERVICES (Cont'd)

14.5 Ordering Options for EIS (Cont'd)

14.5.2 Bona Fide Request for EIS for Non-Tariffed Locations or Equipment (Cont'd)

- (F) If conduit space is not available, or the customer cancels the request within 10 days, the Telephone Company will refund the \$2500 to the customer. The Telephone Company will not make any refund after notification of availability of space.
- (G) Tariff revisions to add a wire center or access tandem location or virtual equipment will be filed no later than 45 days from receipt of the original request to be effective on 45 days' notice.
- (H) Upon receipt of a bona fide request, the Telephone Company will advise the customer within 30 days' the rates for engineering, installation and maintenance of the customer designated equipment, which is purchased by Frontier from the customer. Upon acceptance by the customer, tariff revisions will be filed to be effective on 30 days' notice.
- (I) The Telephone Company will not begin necessary modifications to the wire center or access tandem until after the tariff becomes effective and an ASR is received. The customer must submit the balance of the Engineering/Installation Fee with the ASR.

14.5.3 Virtual EIS

- (A) Customers seeking virtual EIS shall submit a Application form and a \$2500 non-refundable fee for each wire center or access tandem which will be applied toward the Engineering/Installation Fee. The customer will be required to provide information such as, wire center or access tandem location, number and type of terminations, type of equipment, etc. The customer must provide all required information before the Telephone Company will begin work on the request.
- (B) Upon receipt of the \$2500 Fee, the Telephone Company will initiate a search of engineering records, an inspection of facilities, and other administrative activities required to process the request.
- (C) Virtual EIS will be provided to customers at rates and charges, including the Engineering/Installation Fee, specific to the location and customer designated termination equipment installed.
- (D) An interconnector should begin to utilize the agreed upon collocated facility space within 6 months from the date the application for EIS is approved or another time period agreed upon the the collocator and the local exchange company. Interconnectors will forfeit the space and application fee if the space is not utilized within the agreed 6 month period or the other time period agreed upon by the collocator and the local exchange company.

14.5.4 Microwave Services

EIS through microwave service will be provided, where reasonably feasible, only on a case-by-case basis. Rules, regulations and rates will be developed and filed upon a bona fide request from customers to provide microwave interconnection.

14.5.5 Data Over Voice (DOV) Equipment

Data Over Voice (DOV) Equipment may be used within the interconnection arrangement for Special or Switched EIS. If the DOV equipment is an adjunct or stand-alone device, additional charges for engineering, installation, and maintenance will be tariffed as identified under the Bona Fide Request Process in 14.5.2.(H).

14.5.6 Other Technologies

EIS will not be provided through technologies other than fiber optic facilities and microwave.

14. EXPANDED INTERCONNECTION SERVICES

14. EXPANDED INTERCONNECTION SERVICES (Cont'd)

14.6 EIS Service Request

14.6.1 Application Form for Physical EIS at Tariffed Locations

- (A) Customers requesting physical EIS will be required to submit the applicable Physical Engineering Fee(s) as set forth in 14.12.1 for each wire center(s) or access tandem(s) location ordered.
- (B) Receipt of the Application Form and the Physical Engineering Fee will determine the order of priority of the customers requesting physical EIS. Receipt of the Application Form and the applicable Physical Engineering Fee will constitute a bona fide request and will establish the order of priority.
- (C) The Application Form will require the customer to provide all engineering, floor space, power, environmental and other requirements necessary for the function of the service. The Telephone Company will notify the customer in writing following receipt of the completed application if the customer's requirements cannot be accommodated as specified.
- (D) If existing suitable space is not available, the Physical Engineering Fee will be refunded. If the customer withdraws or cancels the request within fifteen (15) days after receipt of the Application Form, 50% of the Physical Engineering Fee will be refunded to the customer.

If the customer withdraws or cancels the request after the fifteenth day, no refund of the Physical Engineering Fee will be made.

- (E) The Telephone Company will provide an information packet containing a list of engineering and technical specifications, fire, safety, security policies and procedures.
- (F) Customers initiating an Application Form must have the capability of terminating transmission facilities at the Telephone Company wire center or access tandem within a reasonable period of time, not to exceed six (6) months from the date the request is initiated.
- (G) Section 14.11 will indicate those wire centers or access tandems in which existing suitable space has been exhausted. The Telephone Company will not maintain a list of customers requesting space in a wire center or access tandem after the space is initially exhausted.
- (H) If a customer elects to collocate equipment in non-environmental conditioned space, the customer will be responsible for all costs associated with the environmental conditioning of space. This charge will be rated as an ICB.
- (I) The first customer in a wire center or access tandem will be responsible for Building Modification charges as shown in 14.12.2. This charge will be prorated and the prorated share refunded as additional customers utilize physical EIS within that wire center or access tandem.
 - (1) The Building Modification charge will apply in full to the first customer in each wire center or access tandem.
 - (2) If a second customer orders service in the same wire center or access tandem within 12 months of the initial customer, and if the second customer can be located within the same collocation area as the first customer, the second customer in that wire center or access tandem will be charged one-half of the Building Modification charge. The Telephone Company will retain \$1,000 of the amount paid by the second customer to cover administrative costs for processing the request. The first customer will receive either a refund or a credit for the remaining amount.

14. EXPANDED INTERCONNECTION SERVICES

14. EXPANDED INTERCONNECTION SERVICES (Cont'd)

14.6 EIS Service Request (Cont'd)

14.6.1 Application Form for Physical EIS at Tariffed Locations (Cont'd)

(I) (Cont'd)

- (3) If a third customer orders service in the same wire center or access tandem within 12 months of the initial customer, and if the third customer can be located within the same collocation area as the first two customers, the third customer will be charged one-third of the Building Modification charge. The Telephone Company will retain \$1,000 of the amount paid by the third customer to cover administrative costs for processing the request. The first and the second customer will receive one-half of the remaining amount via a refund or a credit. This process will be repeated as additional customer order service within the same wire center or access tandem.
- (4) The first customer ordering service in the same wire center or access tandem but placed in a different collocation area will be charged the full Building Modification charge. As additional customer are placed in the same collocation area within twelve months of this customer, the same process of payments and associated refunds or credits will apply.
- (5) Customers ordering service after the 12 month period will be charged the appropriate Additional Labor charges in Section 11.2 only if additional modifications are required.

14.6.2 Relocation Within the Same Wire Center or Access Tandem

Customer requests for relocation of the termination equipment from one location to a different location for the same customer within the same wire center or access tandem will be handled on an individual case basis.

14.6.3 Expansion of Existing Space

Customer requests for expansion of existing space within a specific wire center or access tandem will be treated as a new service application.

14.7 Physical EIS

14.7.1 Availability of Service

- (A) The Telephone Company will make physical EIS available to all customers with the following exceptions:
 - Where the Telephone Company has requested and the FCC has granted exemption of a specific wire center and/or access tandem which does not have sufficient existing suitable space and other required conditions available to accommodate physical EIS.
 - Where the customer requests interconnection via virtual EIS.
- (B) Physical EIS will be made available in only wire centers or access tandems where there is existing suitable space as defined in 14.7.2.

14. EXPANDED INTERCONNECTION SERVICES

14. EXPANDED INTERCONNECTION SERVICES (Cont'd)

14.7 Physical EIS (Cont'd)

14.7.1 Availability of Service (Cont'd)

- (C) Wire Centers and access tandems which are exempt from physical EIS requirements due to lack of existing suitable space or are not technically feasible are shown below. The Telephone Company will notify the FCC when existing cable space has been exhausted in a particular wire center or access tandem.

<u>Wire Center</u>	<u>Address</u>	<u>City</u>
Beach Park	4516 North "A"	Tampa
Brandon	108 N. Pinewood Ave.	Brandon
Carrollwood	14917 Zambito Road	Tampa
Feathersound	13000 34th St. N.	St. Petersburg
Tampa #5	610 Zack St.	Tampa
Tampa-Main	610 Morgan St.	Tampa
Westside	3712 Walnut St.	Tampa

- (D) Existing suitable space in Telephone Company wire centers or access tandems available for physical EIS will be provided to customers on a first-come, first-served basis as specified in 14.7.2.

14.7.2 Existing Suitable Space

- (A) Existing suitable space is defined as space in which ac/dc power, heat and air conditioning, battery and/or generator back-up dc power, and other requirements necessary for provision of wire center or access tandem equipment currently exists and is not required space and facilities designated for use by the Telephone Company.
- (B) The Telephone Company and the customer will work cooperatively to determine proper space requirements, and efficient use of space and to ensure that customer space reserved for the customer's projected growth is utilized within a reasonable time.
- (C) The customer must specify the amount of floor space requested in each wire center or access tandem at the time of the initial application. The minimum amount of floor space available to each customer will be 100 square feet per wire center or access tandem. The Telephone Company may enclose the customer's space in a cage or room.
- (D) Additional space will be offered in increments of 100 square feet, where available. The maximum amount of space available to each customer will be limited only by the amount of existing suitable space available in a specific wire center or access tandem.
- (E) The Telephone Company reserves the right to require customers to relinquish such space which is not used within a reasonable time. Each customer's space requirements will be reviewed periodically to determine if unused space should be relinquished.
- (F) The customer shall use the partitioned space solely for the purposes of installing, maintaining and operating the customer's equipment to interconnect with the facilities of the Telephone Company in accordance with Sections 64.1401 and 64.1402 of the FCC Rules and Regulations in 47 C.F.R. and for no other purposes.
- (G) The customer shall not construct improvements or make alterations or repairs to the partitioned space without the prior written approval of the Telephone Company.
- (H) If the customer elects to collocate equipment in non-environmental conditioned space, the customer will be responsible for all costs associated with environmental conditioning the space. These costs will be provided as an ICB.

14. EXPANDED INTERCONNECTION SERVICES

14. EXPANDED INTERCONNECTION SERVICES (Cont'd)

14.7 Physical EIS (Cont'd)

14.7.3 Power, Environmental Conditioning and dc Power

- (A) The Telephone Company will provide, at rates set forth following, dc power with generator and/or battery back-up, heat, air conditioning and other environmental support to the customer's equipment in the same standards and parameters required for Telephone Company equipment.
- (B) The customer will provide the Telephone Company with specifications for any non-standard or special requirements at the time of application. The Telephone Company reserves the right to assess the customer any additional charges on an individual case basis associated with complying with the requirements or to refuse an application where extensive modifications are required.

14.7.4 Customer Terminating Equipment Requirements

- (A) Customer equipment installed in the Telephone Company wire center or access tandem must comply with either the Telephone Company's list of approved products, or equipment that complies with wire center or access tandem environmental and transmission standards in effect at the time the interconnection is made. The list of approved products and/or equipment is the same as used by the Telephone Company and its contractors. EIS customers will be notified of any change in the Telephone Company's list of approved products and/or equipment.
- (B) The customer shall be responsible for servicing, supplying, repairing and maintaining the following:
 - Fiber Optic Cable and Fire Retardant Sheath (if customer provided)
 - Equipment located within the wire center or access tandem
 - Interconnection cable to the point of demarcation
- (C) The customer shall be required to provide DS1 cable facilities in sufficient capacity for the Telephone Company to wire DS1 services in multiples of 28 or DS0 cable facilities in sufficient capacity for the Telephone Company to wire DS0 services in multiples of 24.
- (D) The interconnection point for physical EIS is the point where the customer-owned cable facilities connect to the Telephone Company termination equipment.

The Telephone Company will designate a DSX panel(s) as the point(s) of termination within each wire center or access tandem as the point(s) of physical demarcation between the customer's maintenance and ownership responsibilities and the Telephone Company's maintenance and ownership responsibilities. Maintenance and related activities up to the Telephone Company side of the point of termination will be the responsibility of the Telephone Company.

- (E) If the customer provides their own fiber optic facility then the customer shall be responsible for bringing its fiber optic cable to the wire center or access tandem manhole and leave sufficient cable length for the Telephone Company to be able to fully extend such cable through to the customer's space. No splicing will be permitted in the manhole. Upon discontinuance of EIS, the customer relinquishes all rights, title and ownership of cable to the Telephone Company.

14. EXPANDED INTERCONNECTION SERVICES

14. EXPANDED INTERCONNECTION SERVICES (Cont'd)

14.7.4 Customer Terminating Equipment Requirements (Cont'd)

- (F) The Telephone Company is responsible for installing customer provided fiber optic cable in the cable space or conduit from the manhole to the wire center or access tandem. This may be shared conduit with dedicated inner duct. The customer shall not be permitted to reserve wire center or access tandem cable space or conduit. If new conduit is required, the Telephone Company will negotiate with the customer to determine the specific location. The Telephone Company reserves the right to manage its own wire center and access tandem conduit requirements and to reserve vacant space for planned facility additions.
- (G) The Telephone Company is responsible for installing a cable splice where the customer provided fiber optic cable meets customer provided fire retardant riser cable within the wire center or access tandem cable vault or designated splicing chamber. The Telephone Company will provide space and racking for the placement of the splice enclosure. The Telephone Company will tag all entrance facilities to indicate ownership. The Telephone Company is responsible for placing the customer's fire retardant riser cable from the cable vault to the partitioned space. The customer is responsible for providing fire retardant riser cable that meets Telephone Company standards.
- (H) Customer interconnection equipment installed with the Telephone Company's wire center or access tandem facilities shall be subject to and comply with Telephone Company practices for ac/dc bonding and grounding requirements. This information will be provided to the customer in the general information packet.
- (I) Upon installation of the customer's equipment, with prior notice, the Telephone Company will schedule time to work with the customer during the turn-up phase of the equipment to ensure proper functionality between the customer's equipment and the connections to the Telephone Company equipment. The time period for this to occur will correspond to the Telephone Company's maintenance window time period.
- (J) The customer shall be required to provide any required repeater equipment and such equipment must be located inside the customer's cage or partitioned space. If distance limitations require such repeater equipment to be located outside the customer's space, the customer shall be required to acquire such additional space to be enclosed in a cage or partitioned area.
- (K) All equipment installed within the Telephone Company wire center or access tandem facilities shall meet the industry standard requirements as shown in the following publications:

TR-NWT-000499
TR-NWT-000063
TR-TSY-000191
TR-TSY-000487
TR-NPL-000320
Part 15.10947 C.F.R. FCC Rules and Regulations
ANSI T1.102
UL 94

14.7.5 Security Requirements for Customer Access to Telephone Company Buildings

- (A) The Telephone Company will permit the customer's employees, agents, and contractors approved by the Telephone Company to have access to the customer's partitioned space at all times. The customer's employees, agents, or contractors must comply with the policies and practices of the Telephone Company pertaining to fire, safety, and security. The Telephone Company will also permit all approved employees, agents and contractors to have access to the customer's cable and associated equipment, e.g., repeaters. This will include access to riser cable, cableways, and any room or area through which necessary access is available.

14. EXPANDED INTERCONNECTION SERVICES

14. EXPANDED INTERCONNECTION SERVICES (Cont'd)

14.7.5 Security Requirements for Customer Access to Telephone Company Buildings (Cont'd)

- (B) All employees, agents and contractors must meet certain minimum requirements established by the Telephone Company. This information will be provided to the customer as set forth in 17.5.1(B). At the time the customer places the EIS ASR for physical EIS, the customer must submit a list of employees, agents and contractors and the associated Telephone Company wire centers and/or access tandems where access is requested. The customer must also certify that each of the individuals on the list meets the minimum requirements. The information will be submitted to the Telephone Company's Security Department for approval.
- (C) Access cards or keys will be provided to no more than six individuals per customer for each Telephone Company wire center or access tandem.
- (D) Upon approval, the customer must provide all employees, agents and contractors a photo identification card which identifies the person by name and the name of the customer. The ID must be worn on the individual's exterior clothing while in the Telephone Company buildings. The Telephone Company will provide the customer with instructions and necessary access cards or keys to obtain access to Telephone Company buildings.
- (E) In wire centers and access tandems where the customer's space cannot be partitioned, the customer's employee, agent or contractor will be escorted to and from the customer's area by a Telephone Company employee.

Customers shall be subject to charges as set forth in Section 11.2(G) where the customer's employee, agent or contractor requires access outside of regular business hours.

- (F) The Telephone Company reserves the right to deny access to Telephone Company buildings for any customer's employee, agent or contractor who cannot meet the Telephone Company's established security standards.
- (G) The Telephone Company also reserves the right to deny access to Telephone Company buildings for any customer's employee, agent and contractor for falsification of records, violation of fire, safety or security practices and policies or other just cause.
- (H) The customer is required to immediately notify the Telephone Company by the most expeditious means, when any customer's employee, agent or contractor with access privileges to Telephone Company buildings is no longer in its employ, or when keys, access cards or other means of obtaining access to Telephone Company buildings are lost, stolen or not returned by an employee, agent or contractor no longer in its employ.
- (I) The customer is responsible for the immediate retrieval and return to the Telephone Company of all keys, access cards or other means of obtaining access to Telephone Company buildings if lost, stolen or upon termination of employment of the customer's employee and/or discontinuance of service. The customer shall be responsible for the replacement cost of keys, access cards or other means of obtaining access when lost, stolen or failure of the customer or the customer's employee, agent or contractor to return to the Telephone Company.

14.7.6 Insurance and Liability Requirements

- (A) The customer shall, at its sole cost and expense, obtain, maintain, pay for and keep in force insurance as specified following and underwritten by an insurance company(s) having a best insurance rating of at least AA-12.
- (B) The Telephone Company shall be named as an additional insured and a loss payee on all applicable policies as specified following.
 - (1) Comprehensive general liability coverage on an occurrence basis in an amount of \$2,000,000 combined single limit for bodily injury and property damage with a policy aggregate of \$4,000,000. This coverage shall include the contractual, independent contractors products/completed operations, broad form property and personal injury endorsements.

14. EXPANDED INTERCONNECTION SERVICES

14. EXPANDED INTERCONNECTION SERVICES (Cont'd)

14.7.6 Insurance and Liability Requirements (Cont'd)

- (B) The Telephone Company shall be named as an additional insured and a loss payee on all applicable policies as specified following. (Cont'd)
 - (2) Umbrella/Excess Liability coverage in an amount of \$10,000,000 excess of coverage specified in (1) above.
 - (3) All Risk Property coverage on a full replacement cost basis insuring all of the customer's real and personal property located on or within the Telephone Company wire centers. The customer may also elect to purchase business interruption and contingent business interruption insurance, knowing that the Telephone Company has no liability for loss of profit or revenues should an interruption of service occur.
 - (4) Statutory Workers Compensation coverage.
 - (5) Contractual Liability coverage.
 - (6) Automobile Liability coverage.
 - (7) Employers Liability coverage in an amount of \$2,000,000.
- (C) All policies purchased by the customer shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by the Telephone Company.
- (D) All insurance must be in effect on or before the customer occupies the partitioned space and shall remain in force as long as the customer's facilities remain within any space governed by this tariff. If the customer fails to maintain the coverage, the Telephone Company may pay the premiums and seek reimbursement from the customer. Failure to make a timely reimbursement will result in disconnection of service as set forth in Section 2.1.8.
- (E) The customer shall submit certificates of insurance and copies of policies reflecting the coverage specified in (B) above at the time the ASR is placed. Commencement of work by the Telephone Company will not begin until these are received.
- (F) The customer shall arrange for the customer's insurance company to provide the Telephone Company with thirty (30) days advance written notice of cancellation.

14.7.7 Building Modification Classification

<u>State</u>	<u>Central Office</u>	<u>Building Modification</u>
FL	AUBURNDALE	Simple
FL	CLEARWATER-MAIN	Complex
FL	GANDY	Moderate
FL	PINELLAS	Moderate
FL	SARASOTA MAIN	Complex
FL	SWEETWATER	Moderate
FL	TAMPA-EAST	Simple
FL	UNIVERSITY (TAMPA)	Moderate
FL	YBOR	Moderate
FL	LARGO	Moderate
FL	LEALMAN	Moderate
FL	COUNTRYSIDE	Simple

14. EXPANDED INTERCONNECTION SERVICES

14. EXPANDED INTERCONNECTION SERVICES (Cont'd)

14.7.7 Building Modification Classification (Cont'd)

<u>State</u>	<u>Central Office</u>	<u>Building Modification</u>
FL	N GULF BEACH	Moderate
FL	BAYOU	Moderate
FL	ST PETE MAIN	Complex
FL	OLDSMAR	Simple
FL	HYDE PARK	Moderate
FL	WESTSIDE	Complex
FL	SULPHUR SPRINGS	Moderate

14.8 Virtual EIS

14.8.1 Availability of Service

- (A) Virtual EIS will be available to customers at all wire centers and access tandems except as set forth following where the FCC has granted exemption of wire centers or access tandems where insufficient space or other conditions prohibit the provision of EIS.

The Telephone Company will work cooperatively with a customer placing a bona fide request for service at this location to provide alternative service.

<u>Wire Center</u>	<u>Address</u>	<u>City</u>
Beach Park	4516 North A	Tampa

- (B) Virtual EIS provides the means to interconnect, through an optical channel interface, to specified intrastate Access Services. Virtual EIS provides:
- (1) Connection between customer provided and Telephone Company provided fiber optic transport facilities at a meet point within the mutually agreed to Telephone Company designated space outside a Telephone Company wire center or access tandem, such as a manhole, and
 - (2) Conversion of optical to electrical signals, as appropriate, to allow interconnection between customer provided transport facilities and other specified interstate Telephone Company services.
- (C) The interconnection point for virtual EIS is the demarcation between ownership of the cable facilities.
- (D) The Telephone Company will designate locations close to the wire center or access tandem to be used as interconnection points for customer's facilities.
- (E) None of the provisions of Section 14.5.4 apply or extend to any patron of the customer purchasing virtual EIS from the Telephone Company.
- (F) Expansion of collocated facilities will be made in a checkerboard arrangement in the equipment rack adjacent to the existing space. If space is exhausted and this arrangement cannot be met, jumper cabling will be provided to the collocator's additional facilities at no additional cost.

14. EXPANDED INTERCONNECTION SERVICES

14. EXPANDED INTERCONNECTION SERVICES (Cont'd)

14.8 Virtual EIS (Cont'd)

14.8.2 Obligations of the Customer

- (A) When ordering virtual EIS, the customer shall designate the type of wire center or access tandem and the type of transmission equipment dedicated to their use. The customer may specify equipment which may be different from the equipment normally used by the Telephone Company to provide interstate Access Services.
- (B) The customer may monitor and control the performance of all facilities and equipment used in the provision of virtual EIS.
- (C) The customer is responsible for initiating a request for maintenance of customer's facilities and termination equipment.
- (D) The customer is responsible for costs associated with training Telephone Company employees to install and maintain equipment other than equipment normally used by the Telephone Company.
- (E) The Telephone Company and the customer will work cooperatively to determine proper equipment and facilities requirements.
- (F) The customer shall provide space cards for the equipment that is virtually collocated.

14.8.3 Operation and Maintenance

Where the Telephone Company uses contractors for installation, maintenance or repair of services, the customer may hire the same contractor directly for installation, maintenance or repair of customer designated equipment.

Where the Telephone Company does not use contractors, customer designated equipment and customer provided facilities used in the provision of virtual EIS will be installed, maintained and repaired by the Telephone Company. The Telephone Company will maintain and repair the customer designated termination equipment under the same time frame and standards as its own equipment.

14.8.4 Customer Terminating Equipment Requirements

- (A) Customer equipment installed in the Telephone Company manhole or similar location must comply with either the Telephone Company's list of approved products, or equipment that complies with wire center or access tandem environmental and transmission standards in effect at the time the interconnection is made. This list of approved products and/or equipment is the same as used by the Telephone Company and its contractors. EIS customers will be notified of any change in the Telephone Company's list of approved products and/or equipment.
- (B) The customer shall be responsible for supplying the following:
 - Fiber Optic Cable and Fire Retardant Sheath
 - Equipment located within the wire center or access tandem
- (C) The customer shall be required to provide DS1 cable facilities in sufficient capacity for the Telephone Company to wire DS1 services in multiples of 28.
- (D) The customer shall be responsible for bringing its fiber optic cable to the wire center or access tandem manhole and leave sufficient cable length in order for the Telephone Company to be able to fully extend such cable through to the customer's space. No splicing will be permitted in the manhole. Upon discontinuance of EIS, the customer relinquishes all rights, title and ownership of cable to the Telephone Company.

14. EXPANDED INTERCONNECTION SERVICES

14. EXPANDED INTERCONNECTION SERVICES (Cont'd)

14.8 Virtual EIS (Cont'd)

14.8.4 Customer Terminating Equipment Requirements (Cont'd)

- (E) The Telephone Company is responsible for installing customer provided fiber optic cable in the cable space or conduit from the manhole to the wire center or access tandem. This may be shared conduit with dedicated inner duct. The customer shall not be permitted to reserve wire center or access tandem cable space or conduit. If new conduit is required, the Telephone Company will negotiate with the customer to determine the specific location. The Telephone Company reserves the right to manage its own wire center or access tandem conduit requirements and to reserve vacant space for planned facility additions.
- (F) The Telephone Company is responsible for installing a cable splice where the customer provided fiber optic cable meets customer provided fire retardant riser cable within the wire center or access tandem cable vault or designated splicing chamber. The Telephone Company will provide space and racking for the placement of the splice enclosure. The Telephone Company will tag all entrance facilities to indicate ownership. The Telephone Company is responsible for placing the customer's fire retardant riser cable from the cable vault to the terminating equipment. The customer is responsible for providing fire retardant riser cable that meets Telephone Company standards.
- (G) Customer interconnection equipment installed with the Telephone Company's wire center or access tandem facilities shall be subject to and comply with Telephone Company practices for ac/dc bonding and grounding requirements. This information will be provided to the customer in the general information packet.
- (H) Upon installation of the customer's equipment, with prior notice, the Telephone Company will schedule time to work with the customer during the turn-up phase of the equipment to ensure proper functionality between the customer's equipment and the connections to the Telephone Company equipment. The time period for this to occur will correspond to the Telephone Company's maintenance window time period.
- (I) All equipment installed within the Telephone Company wire center and access tandem facilities shall meet the industry standard requirements as applicable for Physical EIS as in Section 14.7.4.

14.9 Rate Regulations

This section contains specific regulations governing the rates and charges that apply for EIS. These charges are in addition to the applicable rates and charges for the Switched and Dedicated Access Service ordered, as specified in Sections 6 and 7 of this tariff.

14.9.1 Types of Rates and Charges

There are two types of rates and charges. These are monthly rates and nonrecurring charges.

(A) Monthly Rates

Monthly rates are recurring charges that apply each month or fraction thereof that an EIS is provided. Monthly rates for EIS will commence upon completion of the customer's partitioned space, irrespective of when the Switched or Dedicated Access service is connected.

14. EXPANDED INTERCONNECTION SERVICES

14. EXPANDED INTERCONNECTION SERVICES (Cont'd)

14.9 Rate Regulations (Cont'd)

14.9.1 Types of Rates and Charges (Cont'd)

(A) Monthly Rates (Cont'd)

(1) Partition Space Charge

Partition Space is a monthly recurring charge associated with the provision of the environmentally conditioned space in a specific wire center or access tandem. The Partition Space Charge applies on a per square foot basis for physical EIS.

(2) Cable Space Charge

The Cable Space Charge is a monthly recurring charge, applied per twelve fiber cable, associated with the space within the conduit, riser, cable racks, manhole and cable vault which the customer's cable occupies. This charge applies for physical or virtual EIS.

(3) dc Power

The dc Power Charge is a monthly recurring charge associated with the provision of dc power to the customer's space for physical or virtual EIS. The dc Power Charge applies on a per 40 amp increment.

(4) Maintenance

The Maintenance Charge is a monthly recurring charge associated with maintenance of the customer designated termination equipment. The charge is applicable per base module for virtual EIS.

(B) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity. The types of nonrecurring charges that apply for EIS are those listed below.

(1) Conversion Fee

The Conversion Fee of \$2,500 is associated with the work performed to convert existing collocated services to virtual EIS arrangements where no changes in customer designated termination equipment or facilities or Telephone Company provided equipment and facilities are required. The customer may request multiple wire centers or access tandems to be converted on one order. The Conversion Fee applies per order in lieu of the Engineering/Installation Fee.

(2) Cable Pull Charge

The Cable Pull Charge is associated with the work performed by the Telephone Company to pull and splice the customer's cable from the manhole to the cage or to the customer designated termination equipment.

This charge applies per wire center or access tandem, per twelve fiber cable terminated for physical or virtual EIS.

14. EXPANDED INTERCONNECTION SERVICES

14. EXPANDED INTERCONNECTION SERVICES (Cont'd)

14.9 Rate Regulations (Cont'd)

14.9.1 Types of Rates and Charges (Cont'd)

(B) Nonrecurring Charges (Cont'd)

(3) Physical Engineering Fee

The Physical Engineering Fee is associated with work performed by the Telephone Company to determine space requirements, engineer adequate amounts of power, heat, ventilation and air conditioning, and ensure adequate fire protection for physical EIS. This charge applies on a per order, per wire center or access tandem basis.

(4) Building Modification Charge

The Building Modification Charge is associated with work performed by the Telephone Company to provide modifications to the wire center or access tandem to accommodate provisioning of physical EIS. These include, but are not limited to, security access card swipe equipment, construction of separate entrance/exit, construction of separate pathway or corridors, and/or additional security locks.

There are three levels of the Building Modifications Charge; Simple, Moderate and Complex. The rates correspond to the amount of work and construction required for each central office. Each central office is mapped to the appropriate rate level as shown in 14.7.7.

(5) Cage Enclosure

The Cage Enclosure charge is associated with work performed by the Telephone Company to construct a cage for the customer's terminating equipment for physical EIS. This charge includes one ac outlet, one charge circuit system, and electrical sub-panel and adequate lighting. This element also includes material cost for the cage enclosure. This element is optional, the customer may sub-contract this work to a Telephone Company approved contractor.

This charge provides a 100 square foot enclosure. Upon request of the customer, additional space may be provided in increments of 100 square feet for \$1,000.00 per additional 100 square feet.

(6) Engineering/Installation Fee

The Engineering/Installation Fee is associated with work performed by the Telephone Company to determine space requirements, engineer adequate amounts of power to the equipment, ensure adequate fire protection and install customer designated termination equipment for virtual EIS. An Engineering/Installation fee as shown in 14.10.3 apply for the installation of the base unit and each DS1 or DS3 card.

(7) Overhead Superstructure

The Overhead Superstructure is associated with work performed by the Telephone Company for the extension of overhead racking for the placement of customer provided cable for physical EIS. This charge is rated as an ICB.

14. EXPANDED INTERCONNECTION SERVICES

14. EXPANDED INTERCONNECTION SERVICES (Cont'd)

14.9 Rate Regulations (Cont'd)

14.9.1 Types of Rates and Charges (Cont'd)

(B) Nonrecurring Charges (Cont'd)

(8) dc Power

The dc power charge is associated with work performed by the Telephone Company for the extension of power to the customer's cage. This charge applies on a per 40 amp increment for physical or virtual EIS.

(9) Training

The training charge is associated with the costs incurred by the Telephone Company to train Telephone Company personnel on equipment that the Telephone Company does not use in normal operations within the requested central office for the provision of virtual EIS. The interconnecting customer will be responsible for the arrangement and payment for required training seminars, including tuition and related course materials. The technicians training time will be based on labor rates as set forth in Section 13.2(G) and will be billed per hour or fraction thereof. When travel is required, travel expenses associated with training will be charged to the interconnecting customer based directly on ticket stubs and/or receipts.

14.9.2 Minimum Periods

(A) The Minimum Period applicable to monthly EIS rate elements specified is six months.

(B) When EIS is discontinued prior to the expiration of the Minimum Period, charges are applicable for the remaining month(s) and/or fraction thereof of the Minimum Period.

14.10 Virtual EIS Rates and Charges

14.10.1 Cable Space and Cable Pull

<u>Monthly Charge</u> <u>Per 12 Fiber Cable</u>	<u>Nonrecurring Charge</u> <u>Per 12 Fiber Cable</u>
<u>Cable Space</u>	<u>Cable Pull</u>
\$ 14.00	\$1,213.00 (I)

14.10.2 dc Power

<u>Monthly Charge</u> <u>Per 40 Amps</u>	<u>Nonrecurring Charge</u> <u>Per 40 Amps</u>
\$405.00	\$2,900.00

14. EXPANDED INTERCONNECTION SERVICES

14. EXPANDED INTERCONNECTION SERVICES (Cont'd)

14.9 Rate Regulations (Cont'd)

14.10.3 Maintenance and Engineering/Installation

	<u>Monthly Charge</u>	<u>Nonrecurring Charges</u>
MAINTENANCE		
per base module	288.38	-
 ENGINEERING/INSTALLATION FEE		
- per base module		
- OC1	-	3,072.84
- 90 Mbps	-	3,072.84
- OC3	-	3,633.96
- OC12	-	4,195.08
- OC24	-	4,800.74
- OC48	-	5,406.40
- NGDLC	-	5,406.40
 - per card installed		
- OC1 DS1	-	205.30
DS3	-	400.36
- 90 Mbps DS1	-	205.30
DS3	-	400.36
- OC3 DS1	-	205.30
DS3	-	400.36
- OC12 DS3	-	400.36
- OC24 DS3	-	400.36
- OC48 DS3	-	400.36
- NGDLC DS0	-	102.65
DS1	-	205.30
DS3	-	400.36

14.11 Physical EIS Rates and Charges

Physical EIS will be provided at the rates and charges set forth below. The rates and charges shown below will apply to each EIS at the specific wire center or access tandem.

14.11.1 Engineering Fee

Nonrecurring Charge

Physical EIS
Engineering Fee
 \$6,946.00

14. EXPANDED INTERCONNECTION SERVICES

14. EXPANDED INTERCONNECTION SERVICES (Continued)

14.11 Physical EIS Rates and Charges

14.11.2 Overhead Superstructure

Nonrecurring Charge

Physical EIS
Overhead Superstructure
 ICB rated

14.11.3 Cable Space and Cable Pull

<u>Monthly Charge</u>	<u>Nonrecurring Charge</u>
<u>Per 12 Fiber Cable</u>	<u>Per 12 Fiber Cable</u>
<u>Cable Space</u>	<u>Cable Pull</u>
\$ 14.00	\$ 1,213.00

14.11.4 dc Power

<u>Monthly Charge</u>	<u>Nonrecurring Charge</u>
<u>Per 40 Amps</u>	<u>Per 40 Amps</u>
\$ 405.00	\$ 2,900.00

14.11.5 Building Modification

Nonrecurring Charge <u>Simple</u>	Nonrecurring Charge <u>Moderate</u>	Nonrecurring Charge <u>Complex</u>
\$13,484.00	\$18,448.00	\$23,514.00

14.11.6 Cage Enclosure

Nonrecurring
Charge
 \$4,559.00

14.11.7 Partition Space

Monthly Charge
Partition Space
Per Square Foot
 \$1.85

15. COLLOCATION SERVICE

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FACILITIES FOR INTRASTATE ACCESS

15. COLLOCATION SERVICE

15.1 General

15.1.1 Frontier (hereafter referred to as the Company) shall provide collocation services in accordance with, and subject to, the terms and conditions of this Tariff and any additional applicable regulations in other Company tariffs. The Company shall provide collocation services under this Tariff only to those parties which have an effective interconnection agreement with the Company for this state under Sections 251 and 252 of the Telecommunications Act of 1996 or have adopted such an agreement pursuant to Section 252(i) thereof. Requesting carriers may also seek to negotiate rates, terms, and conditions that are in addition to, or different from, the rates, terms, and conditions in this Tariff to the extent permitted by applicable law. As required by applicable law, the Company shall also offer rates, terms, and conditions for collocation services that are not expressly addressed in this Tariff or other Company tariffs on Bona Fide Request ("BFR") basis, and in doing so, shall comply with all applicable federal or state requirements. By agreeing to the rates, terms, and conditions of this Tariff or the collocation of any equipment hereunder: (1) the Company does not waive, and expressly reserves, its rights to continue to challenge the legality of the FCC Collocation Order (Docket No. 98-147) and to take further action regarding this matter as future circumstances warrant; (2) the Company does not intend to, and therefore does not, establish any precedent, waiver, course of dealing or in any way evidence the Company's position or intent with regard to future collocation requests; and (3) the Company specifically reserves the right to incorporate herein the decision by the United States Court of Appeals for the District of Columbia Circuit on March 17, 2000, and any other subsequent court decisions affecting rules adopted by the FCC to implement collocation under Section 251 of the Telecommunications Act of 1996 (See, GTE Service Corporation, et. al. v. Federal Communications Commission and United States of America, No. 99-1176, consolidated with No. 99-1201, 2000 U.S. App. LEXIS 4111 (D.C. Cir. 2000).

Wholesale services offered under this tariff will be offered consistent with obligations under the FCC's decision to deregulate resale services, UNE loops, and UNE transport. See Petition for Forbearance Pursuant to 47 U.S.C. § 160(c) to Accelerate Investment in Broadband and Next Generation Networks, WC Docket No. 18-141, Memorandum Opinion and Order, 34 FCC Rcd 6503 (Aug. 2, 2019); Business Data Services, Report and Order on Remand and Memorandum Opinion Order, WC Docket Nos. 18-141 et al., 34 FCC Rcd 5767 (rel. July 12, 2019). CLECs and local service resellers may continue to order UNE transport under this Tariff through January 12, 2020, and resale services and analog UNE Loops under this Tariff through February 2, 2020. The Telco will not accept orders for UNE transport under this Tariff after January 12, 2020, or resale services or analog UNE loops under this Tariff after February 2, 2020. Resale services and analog UNE loops ordered after February 2, 2020 will be provided pursuant to an alternative commercial agreement. Embedded base UNE transport must be transitioned to an alternative commercial agreement no later than July 12, 2022, and embedded base resale services and analog UNE loops must be transitioned to an alternative commercial agreement no later than August 2, 2022.

(N)
|
(N)

- 15.1.2** Collocation provides for access to the Company's premises for the purpose of interconnection and/or access to unbundled network elements, including, its central offices and serving wire centers and all other buildings or similar structures owned, leased, or otherwise controlled by the Company that house the Company's network facilities, including but not limited to the Company's network facilities on public rights-of-way or in controlled environmental vaults (CEVs).
- 15.1.3** Collocation shall be accomplished through caged, cageless, virtual, or microwave collocation, except in those instances where not practical for technical reasons or due to space limitations. In such cases, the Company shall provide Adjacent Collocation or other methods of collocation, subject to space availability and technical feasibility.
- 15.1.4** The provision of collocation by the Company, as set forth in this Tariff, does not constitute a joint undertaking with the Competitive Local Exchange Carrier (CLEC) for the furnishing of the services. In addition, the regulations, terms and conditions of this Tariff do not apply to any CLEC offering of services to its subscribers.

15.2 Description of Types of Collocation

15.2.1 Single Caged

A single caged arrangement is a form of caged collocation, which allows a single CLEC to lease caged floor space to house its equipment within a Company premises.

A shared caged arrangement is a newly constructed caged collocation arrangement that is jointly applied for and occupied by two or more CLECs within a Company premises.

15. COLLOCATION SERVICE

15.2 Description of Types of Collocation (Cont'd)

15.2.1 Single Caged (Cont'd)

The CLECs are solely responsible for determining whether to share a shared cage collocation arrangement and if so, upon what terms and conditions. The CLECs must each be interconnected to the Company for the exchange of traffic with the Company and/or to access unbundled network elements. The Company will not issue separate billing for any of the rate elements associated with the shared caged collocation arrangement between the CLECs, but the Company will provide the CLECs with information on the proportionate share of the non-recurring charges for each CLEC in the shared arrangement. One of the CLECs in the shared cage collocation arrangements must be designated as the "Billed CLEC" who will be billed and responsible for payment of all collocation applicable services ordered by the CLECs. Each CLEC will be responsible for ordering their own unbundled network elements from the Company. The Company will separately bill the CLECs for unbundled network elements ordered.

Each CLEC in a shared collocation arrangement is the Company's customer and has all the rights and obligations applicable hereunder to CLECs purchasing collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the Billed CLEC is reimbursed for all or any portion of such charges by the other CLECs. All terms and conditions for caged collocation as described in this Tariff will apply to shared caged collocation requirements

15.2.3 Subleased Caged

Vacant space available in a CLEC's existing caged collocation arrangement may be made available to a third party for the purpose of interconnection and/or for access to unbundled network elements in the Company's premises via the subleasing collocation arrangement. The CLEC subleases floor space to the third party pursuant to terms and conditions agreed to by the CLEC and third party involved. The CLEC and third party must each be interconnected to the Company for the exchange of traffic with the Company and/or to access unbundled network elements.

The CLEC is solely responsible for determining whether to sublease a caged collocation arrangement and if so, upon what terms and conditions. The Company will not issue separate billing for any of the rate elements associated with the subleased caged collocation arrangements between the CLEC and the third party. The CLEC will be responsible for payment of all collocation applicable services ordered by the CLEC and the third party/parties.

Each CLEC and third party will be responsible for ordering their own unbundled network elements from the Company. The Company will separately bill the CLEC and third party/parties for unbundled network elements ordered. The CLEC and third party/parties are the Company's customers and have all the rights and obligations applicable hereunder to CLEC customers purchasing collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the CLEC is reimbursed for all or any portion of such charges by the third party/parties. All terms and conditions for caged collocation as described in this Tariff will apply to subleased caged collocation requirements.

15.2.4 Cageless

Cageless collocation is a form of collocation in which CLEC's can place their equipment in Company premises space. A cageless collocation arrangement allows a CLEC, using Company approved vendors, to install equipment in single bay increments. The equipment location will be designated by the Company and will vary based on individual premises configurations. CLEC equipment will not share the same equipment bays with Company equipment.

15. COLLOCATION SERVICE

15.2 Description of Types of Collocation (Cont'd)

15.2.5 Adjacent

An adjacent collocation arrangement permits a CLEC to construct or procure a structure on Company property for collocation for the purposes of provisioning expanded interconnection and/or access to unbundled network elements in accordance with the terms and conditions of this Tariff. Adjacent collocation is only an option when the following conditions are met:

- Space is legitimately exhausted in the Company's premises for caged and cageless collocation; and
- It is technically feasible to construct or procure a hut, controlled environmental vault, or similar structure on Company property that adheres to local building code, zoning requirements, and Company building standards.

The CLEC is responsible for complying with all zoning requirements, any federal, state or local regulations ordinances and laws and obtaining all associated permits. The Company may, where required, participate in the zoning approval and permit acquisitions. The CLEC may not take any action in establishing an adjacent structure that will force the Company to violate any zoning requirements or any federal, state or local regulations ordinances, or laws.

Any construction by the CLEC on Company property must comply with Company technical specifications as they relate to environmental safety and grounding requirements set forth in the Company's Collocation Services Packet. The Company will make available power and physical collocation services to the CLEC in the same non-discriminatory manner as it provides to itself for the Company's Own Remote Equipment Buildings (REB).

15.2.6 Virtual

Under virtual collocation, the Telephone Company installs and maintains CLEC provided equipment which is dedicated to the exclusive use of the CLEC in a collocation arrangement. Additional details on virtual collocation are set forth in Section 15.12.

15.2.7 Microwave

Physical collocation of microwave transmission facilities will be permitted on a first-come, first-served basis except where such collocation is not practical for technical reasons or because of space limitations. Microwave collocation provides for the interconnection of CLEC or Company provided facilities equipment and support structures located in, on or above the exterior walls and roof of Company premises. Additional details on Microwave Collocation are set forth in Section 15.13.

15.3 Ordering Conditions

15.3.1 Application

(A) Point of Contact

The CLEC must request collocation arrangements through the Company's point of contact. Completed applications for collocation must be sent directly to the Company's Collocation Project Manager at the following address:

15. COLLOCATION SERVICE

15.3 Ordering Conditions (Cont'd)

15.3.1 Application (Cont'd)

(A) Point of Contact (Cont'd)

Additional information and requirements regarding collocation may be obtained from the Company's public website at www.Frontier.com.

(B) Application Form/Fee

CLECs requesting collocation at a premises will be required to complete the application form for each premises at which collocation is requested. The application form will require the CLEC to provide all engineering, floor space, power, environmental and other requirements necessary for the function of the service. The CLEC will also provide the Company with specifications for any non-standard or special requirements at the time of application. The Company reserves the right to assess the CLEC any additional charges not included in Section 15.16 on an Individual Case Basis (ICB) associated with complying with the application request.

(C) Collocation Billing

The non-refundable engineering fee set forth in Section 15.16 will be billed within thirty (30) calendar days of the date when the Company provides an application response as specified in Section 15.3.2. All other non-recurring charges shall be billed in accordance with Section 15.10.1.

15.3.2 Space Availability

Subject to forecasting requirements, the Company will inform the CLEC whether space is available to accommodate the CLEC's request within eight (8) business days after receipt of an application. The Company's response will be one of the following:

- (A) There is space and the Company will proceed with the arrangement.
- (B) There is no space. The Company will proceed in accordance with tariff provisions pertaining to verification of space limitations.
- (C) There is no readily available space, however, the Company will determine whether space can be made available and will notify the CLEC within 20 business days. At the end of this period, the Company will proceed as described in (A) or (B) above.

15. COLLOCATION SERVICE

15.3 Ordering Conditions (Cont'd)

15.3.3 Collocation Schedule

If space is available, the Company will provide to the CLEC a collocation schedule describing the Company's ability to meet the collocation request within eight (8) business days. The CLEC shall have nine (9) business days from receipt of a Company provided collocation schedule to inform the Company of its intent to proceed with the collocation request.

If the application is deficient, the Company will specify in writing, within eight (8) business days, the information that must be provided by the CLEC in order to complete the application. A CLEC that resubmits a revised application curing any deficiencies in its original application within ten (10) calendar days after being informed of them shall retain its position within the collocation application queue.

15.3.4 Augmentation

All requests for an addition, partial reduction or change to an existing collocation arrangement that has been inspected and turned over to the CLEC is considered an augmentation. An augmentation request will require the submission of a complete application form and a non-refundable Engineering or Minor Augment fee. A Minor Augment fee may not be required under certain the circumstances outlined below. The definition of a major or minor augment is as follows:

- (A) Major Augments are those requests that require additional AC or DC power, HVAC system upgrade(s), transmission or power cables, or floor space. A complete application and Engineering Fee will be required when submitting a request that requires a major augment.
- (B) Minor Augments of collocation arrangements will require the submission of a complete application form and the Augment Fee. Minor augments are those requests that do not require more AC or DC power, HVAC system upgrades, transmission or power cables, or additional floor space. The requirements for a minor augment request can not exceed the capacity of the existing electrical/power or HVAC system. Requests for additional DSO, DS1, and DS3 cross connects for access to unbundled network elements are included as minor augments providing no additional transmission cables are required.

Minor augments that require an augment fee are those requests that require the Company to perform a service or function on behalf of the CLEC including but not limited to: installations of Virtual equipment cards or software upgrades, removal of Virtual equipment, requests to pull cable from exterior microwave facilities and requests to terminate DSO, DS1, and DS3 cables.

Minor augments that do not require a fee are those augments performed solely by the CLEC, that do not require the Company to provide a service or function on behalf of the CLEC, including but not limited to, requests to install additional equipment in the CLEC's cage which do not exceed the power and HVAC engineering specifications for the existing arrangement. Prior to the installation of the additional equipment the CLEC agrees to provide the Company with an application form with an updated equipment listing that includes the equipment to be installed in the CLEC's collocation arrangement. Once the updated equipment list is submitted to the Company, the CLEC may proceed with the augment. The CLEC agrees that changes in equipment provided by the CLEC under this provision will not exceed the engineering specifications for power and HVAC as requested on the original application. All augments will be subject to Company inspection, in accordance with the terms of this Tariff for the purpose of ensuring compliance with Company safety standards.

15. COLLOCATION SERVICE

15.3 Ordering Conditions (Cont'd)

15.3.5 Expansion

The Company will not be required to construct additional space to provide for caged, cageless and/or adjacent collocation when available space has been exhausted. Where the CLEC seeks to expand its existing collocation space, the Company shall make contiguous space available to it to the extent possible; provided, however, the Company does not guarantee contiguous space to the CLEC to expand its existing collocation space. CLEC requests for expansion of existing space within a specific premises will require the submission of an application form and the appropriate major augment fee.

15.3.6 Relocation

CLEC requests for relocation of the termination equipment from one location to a different location within the same premises will be handled on an ICB basis. The CLEC will be responsible for all costs associated with the relocation of its equipment.

15.3.7 Conversions

Requests for converting Virtual Collocation arrangements to Caged or Cageless arrangements shall be submitted and designated as an Augment Application described in Section 15.3.5. Requests for converting a Virtual arrangement to a Cageless arrangement which requires no physical changes to the arrangement will be assessed a Minor Augment fee. All other conversion requests for Virtual to Caged or Cageless will be assessed an Engineering/Major Augment Fee and other applicable charges. The Company will notify the CLEC within eight (8) business days following receipt of the completed Augment Application if the CLEC conversion request is accepted or denied. When converting a Virtual arrangement to a Caged or Cageless arrangement, the CLEC's equipment may need to be relocated. The CLEC will be responsible for all costs associated with the relocation of its equipment as described in Section 15.3.7.

15.4 Installation and Operation

15.4.1 Joint Planning and Implementation Intervals for Physical Collocation

The Company and the CLECs shall work cooperatively in meeting the standard implementation milestones and deliverables as determined during the joint planning process. The physical (Caged and Cageless) collocation arrangement implementation interval is 76 business days for all standard arrangement requests which were properly forecast six months prior to the application date, subject to tariff provisions for forecasting and capacity. Major construction obstacles or special applicant requirements may extend the interval by 15 business days resulting in a 91 business day interval. The interval for collocation augments which were properly forecast six months prior to the application date, subject to tariff provisions for forecasting and capacity, is 45 business days where the necessary infrastructure is installed and available for use. Such augments are limited to the following:

- (1) 800 2 wire voice grade terminations, or
- (2) 400 4 wire voice grade terminations, or
- (3) 600 line sharing/line splitting facilities, where line sharing/splitting already exists within the central office and where the CLEC is eligible for line sharing/line splitting, or
- (4) 28 DS1 terminations, or
- (5) 24 DS3 terminations, or
- (6) 12 fiber terminations, or
- (7) Conversion of 2 wire voice grade to 4 wire (minimum 100 – maximum 800), or
- (8) 2 feeds (1A and 1B) DC power fused at 60 amps or less, or

15. COLLOCATION SERVICE

15.4 Installation and Operation (cont'd)

15.4.1 Joint Planning and Implementation Intervals for Physical Collocation (Cont'd)

- (9) DC Power as defined in (8) preceding, plus any one (1) additional item as defined in (1) through (7) preceding; or 2 of the following: a) 28 DS1 terminations; b) 3 DS3 terminations; or c) 12 fiber terminations. The CLEC must have 100% of all cables terminated to the existing cross connects for the one additional item selected and the in service capacity of that selection must be at 85% utilization or above; unless the CLEC can demonstrate to the Company that: a) the previous two months trend in growth would exceed 100% of the available capacity by the end of the 45 business day augment interval or b) the CLEC can demonstrate other good cause or causes to the Company that the CLEC's cross-connect capacity may be exceeded by the the end of the 45 business day augment interval.

For 2 wire to 4 wire voice grade conversions, all pairs must be spare and in consecutive 100 pair counts.

The following standard implementation milestones, in business days, will apply unless the Company and the CLECs jointly decide otherwise:

- Day 1: CLEC submits completed application.
- Day 8: The Telephone Company notifies CLEC that the request can be accommodated and advises of due date.
- Day 17: CLEC notifies the Telephone Company of its intent to proceed.
- Day 30: Material ships and is received at vendor warehouse; CLEC provided splitters delivered to vendor warehouse (Line Sharing Option C only, and applicable only where the CLEC is eligible for line sharing/line splitting.)
- Day 45: Augment (as defined herein) completes
- Day 76: The Company and CLEC attend collocation acceptance meeting and the Company turns over the collocation arrangement to the CLEC. Day 76 also applies to completion of other augments not described herein.

The 45 business day interval is also subject to the following requirements:

- (1) Infrastructure to support the requested augment must be in place (e.g., cable racking from common area to distributing frames, relay racks for splitter shelves (Option C), frame capacity for termination blocks, cable holes, fuse positions at existing BDFBs, etc.).
- (2) The CLEC must install sufficient equipment to support requested terminations/facilities.
- (3) In large central offices with complex cable runs (i.e., multiple floors), the Company may request to negotiate extensions to the 45 business day interval.

A preliminary schedule will be developed outlining major milestones. The CLEC and the Company control various interim milestones they must meet to meet the overall intervals. The interval clock will stop, and the final due date will be adjusted accordingly, for each milestone the CLEC misses (day for day). When the Company becomes aware of the possibility of vendor delays, it will first contact the CLEC(s) involved to attempt to negotiate a new interval. If the Company and the CLEC cannot agree, the dispute will be submitted to the Commission for prompt resolution. The Company and the CLEC shall conduct additional joint planning meetings, as reasonably required, to ensure all known issues are discussed and to address any that may impact the implementation process. The Company will permit the CLEC to schedule one escorted visit to the CLEC's collocation space during construction. The labor rate in Section 19.16 will be applied for the escorted visit. In the case of extended intervals resulting from within the Company's control or resulting from vendor delays, and provided the necessary security is in place, the Company will permit the CLEC access to the collocation arrangement to install equipment while the delayed work is completed, so long as it is safe to do so and the CLEC work does not impair or interfere with the Company in completing the Company's work. Prior to the CLEC beginning the installation of its equipment, the CLEC must sign a conditional acceptance of the collocation arrangement. If the CLEC elects to accept the space prior to the scheduled completion, occupancy fees shall commence upon signing a conditional acceptance of the space by the CLEC.

15. COLLOCATION SERVICE

15.4 Installation and Operation (cont'd)15.4.1 Joint Planning and Implementation Intervals for Physical Collocation (Cont'd)

Intervals for non-standard arrangements, including adjacent collocation, shall be mutually agreed upon by the CLEC and the Company.

The Company will inform the Commission as soon as it knows it will require raw space conversion to fulfill a request based on an application or forecast. Raw space conversion timeframes are negotiated on an individual case basis based on negotiations with the site preparation vendor(s). The Company will use its best efforts to minimize the additional time required to condition collocation space, and will inform the CLECs of the time estimates as soon as possible.

15.4.2 Space Preparation(A) Cage Construction

For caged collocation, the Company will construct the cage with a standard enclosure or the CLEC may subcontract this work to a Company approved contractor.

(B) Site Selection/Power

The Company shall designate the space within its premises where the CLEC shall collocate its equipment. The Company will assign collocation space to the CLEC in a just, reasonable, and nondiscriminatory manner. The Company will allow the CLEC requesting caged or cageless collocation to submit space preferences on the Application Form prior to assigning caged and cageless collocation space to the CLEC. The Company will assign caged and cageless space in accordance with the following standards: (1) The CLEC's collocation costs cannot be materially increased by the assignment; (2) The CLEC's occupation and use of the Company's premises cannot be materially delayed by the assignment; (3) The assignment cannot impair the quality of service or impose other limitations on the service the CLEC wishes to offer; and (4) The assignment cannot reduce unreasonably the total space available for caged and cageless collocation, or preclude unreasonably, caged and cageless collocation within the Company's premises.

The Company may assign caged and cageless collocation space separate from space housing the Company's equipment, provided that each of the following conditions is met: (1) Either legitimate security concerns, or operational constraints unrelated to the Company's or any of its affiliates' or subsidiaries competitive concerns, warrant such separation; (2) Any caged and cageless collocation space assigned to an affiliate or subsidiary of the Company is separated from space housing the Company's equipment; (3) The separated space will be available in the same time frame as, or a shorter time frame than, non-separated space; (4) The cost of the separated space to the CLEC will not be materially higher than the cost of non-separated space; and (5) The separated space is comparable, from a technical and engineering standpoint, to non-separated space.

The Company shall provide, at the rates set forth in Section 15.16, 48V DC power with generator and/or battery back-up, AC convenience outlet, heat, air conditioning and other environmental support to the CLEC equipment in the same standards and parameters required for Company equipment within that premises. The Company will be responsible for the installation of the AC convenience outlets, overhead lighting and equipment superstructure per the established rates. The CLEC shall have the option of obtaining AC Power for its collocation equipment subject to technical feasibility, the National Electric Code, and all other applicable electric and building codes.

15. COLLOCATION SERVICE

15.4 Installation and Operation (Cont'd)

15.4.2 Space Preparation (Cont'd)

(C) DC Power

The Company will provide DC power to the collocation arrangement as specified by the CLEC in its Collocation application. The CLEC will specify the load on each feed and the size of the fuse to be placed on each feed. CLECs must order a minimum of five (5) load amps for each caged, cageless, and virtual collocation arrangement. CLECs may order additional DC Power (beyond the minimum) in five (5) amp increments. Charges for DC power will be applied based on the total number of load amps ordered on each feed.

For example, if a CLEC orders a total of 40 load amps of DC power and an A and B feed, the CLEC could order 20 load amps on the A feed and 20 load amps on the B feed. The Company will permit the CLEC to order a fuse size up to 2.5 times the load amps ordered provided that applicable law permits this practice. Thus, the CLEC could order that each feed be fused at 50 amps if the CLEC wants one feed to carry the entire load in the event the other feed fails. Accordingly, the CLEC will be charged on the basis of the total number of load amps ordered, i.e., 40 amps, and not based on the total number of amps available for the fuse size ordered.

The Company reserves the right to perform random inspections to verify the actual power load being drawn by a Collocation arrangement. At any time, without written notice, the Company may measure the DC power drawn at an arrangement by monitoring the Company's power distribution point. In those instances where the Company needs access to the collocation arrangement to make these measurements, the Company will schedule a joint meeting with the CLEC.

- (1) If the inspection reveals that the power being drawn does not exceed the total number of load amps ordered, no further action will apply.
- (2) If the inspection reveals that the power being drawn is within the applicable buffer zone, as defined in this subsection, that arrangement is subject to the following treatment:
 - (a) The Company will provide the CLEC with written notification, by certified US mail to the person designated by the CLEC to receive such notice, that more power is being drawn than was ordered. Within ten (10) business days of the date of receipt of notification, the CLEC must reduce the power being drawn to match its ordered load or revise its power requirement to accommodate the additional power being drawn. The Company will accept a certification signed by a representative of the CLEC that power consumption has been reduced to match the ordered load. Failure to reduce the power being drawn or submit a revised application within ten (10) business days will result in an increase in the amount of power being billed to the audited load amount.
 - (b) For a collocation arrangement that has 100 amps or less fused, the buffer zone for the first two violations during a consecutive twelve (12) month period will be 120% of load, as long as the second violation is not for the same collocation arrangement as the first. For any subsequent violations, or if the second violation is for the same collocation arrangement, and for any violation where the collocation arrangement has more than 100 amps fused, the buffer zone will be 110% of load.

15. COLLOCATION SERVICE

15.4 Installation and Operation (Cont'd)

15.4.2 Space Preparation (Cont'd)

(C) DC Power (Cont'd)

- (3) If the first inspection reveals that the power being drawn is greater than the applicable buffer zone specified in 2.b. preceding, that arrangement is subject to the following treatment:
 - (a) The Company will notify the person designated by the CLEC to receive such notice via telephone or e-mail that the Company will take a second measurement no sooner than one (1) hour and no later than two (2) days after the initial inspection. The Company will not wait for the CLEC or require it to be present during the second inspection.
 - (b) The Company will assess a nonrecurring charge for the additional labor to perform this inspection. The nonrecurring charge applies for the first half hour (or fraction thereof) and for each additional half hour (or fraction thereof) per technician, per occurrence as shown in 15.16.51 following.
 - (c) The CLEC may perform its own inspection at the CLEC's cage. The CLEC is not required to wait for the Company or require it to be present during the CLEC test. Upon request of the CLEC, the Company will send a representative to accompany the CLEC to conduct a joint inspection at the CLEC cage at no charge to the CLEC. Nothing herein shall be construed to prohibit the CLEC from testing at its own cage. The CLEC will send the results of its own audit measurements to the Company if they are taken in response to a notice of violation under this section and if the CLEC's measurements differ from the Company's.
 - (d) If the second test also exceeds the applicable buffer zone, the Company will provide the CLEC with written notification, within ten (10) business days, by certified U.S. mail to the person designated by the CLEC to receive such notice that it has exceeded its ordered power. The notification will include: (1) initials or identifying number of the Company technician(s) who performed the inspection; (2) dates and times of the inspections; (3) the make, model and type of test equipment used; (4) the length of monitoring and the results of the specific audit; (5) the total load amps currently being billed; (6) how the test was done; and (7) any other relevant information or documents.
 - (e) The Company will maintain a file of results taken of any inspections for two (2) years and such file will be made available to the CLEC that was audited, upon request. The Company will treat as confidential information the identity of CLECs that it audits as well as the results of such audits, unless it receives prior written consent of the affected CLEC to disclose such information. The foregoing does not preclude the Company from making the notice described in paragraph f. following.
 - (f) If the CLEC disagrees with the results of the audit, it will first notify the Company. The Company and the CLEC will make a good faith effort to resolve the issue. If the parties do not resolve the issue, either party can invoke dispute resolution processes in the applicable interconnection agreement. The dispute resolution process can be initiated by either party after thirty (30) calendar days have elapsed. This period commences: (1) ten (10) business days from receipt of the notification, in the case of a violation within the buffer zone; or (2) after the CLEC has received notice of the second test, in the case of a violation over the buffer zone.

15. COLLOCATION SERVICE

15.4 Installation and Operation (Cont'd)

15.4.2 Space Preparation (Cont'd)

(C) DC Power (Cont'd)

- (g) With the notification required by subparagraph C.3.d., the Company will also notify the CLEC that it must submit a non-scheduled attestation of the power being drawn at each of its remaining collocation arrangements. The CLEC must submit this non-scheduled attestation within fifteen (15) business days of the date of this notification. Failure to submit this non-scheduled attestation will result in the application of additional labor charges for any subsequent DC power inspections the Company performs prior to receipt of the next scheduled attestation. Scheduled attestations are defined in this section.
- (4) If the inspection reveals that the power being drawn is greater than the applicable buffer zone, then the penalty will be as follows.
- (a) For the first such violation within the same consecutive twelve (12) month period, the CLEC will be billed the audited load amount for four (4) months. The CLEC will pay a separate and additional penalty to the American Red Cross, measured as the difference between the billing of the fused capacity and the billing at the audited load for four (4) months. The CLEC must send notice of its American Red Cross payment to the Company within ten (10) calendar days of making the payment.
 - (b) For the second such violation within the same consecutive twelve (12) month period, the CLEC will be billed the audited load amount for five (5) months. The CLEC will pay a separate and additional penalty to the American Red Cross, measured as the difference between the billing of the fused capacity and the billing at the audited load for five (5) months. The CLEC must send notice of its American Red Cross payment to the Company within ten (10) calendar days of making the payment.
 - (c) For the third such violation within the same consecutive twelve (12) month period, the CLEC will be billed the audited load amount for six (6) months. The CLEC will pay a separate and additional penalty to the American Red Cross, measured as the difference between the billing of the fused capacity and the billing at the audited load for six (6) months. The CLEC must send notice of its American Red Cross payment to the Company within ten (10) calendar days of making the payment.
 - (d) For more than three (3) violations within the same consecutive twelve (12) month period, the Company will bill at the fused amount for a minimum of six (6) months and continue to bill at the fused amount until an updated attestation or augment specifying revised power is received, and nothing will be paid to the American Red Cross.
 - (e) The Company will notify the CLEC that it is being billed under a penalty situation, designating the applicable number of months and also calculating the penalty owed to the American Red Cross, under the provisions set forth preceding.
- (5) At the conclusion of any dispute resolution proceeding, the above penalties (including the revised billing) will be self-executing.
- (6) If the CLEC has requested a power augment under which the audited amount would be within the augmented load, plus the applicable buffer zone, and the augment is late due to the fault of the Company, the penalty will not be imposed and the parties will not count this instance for purposes of determining what type of penalty to impose under 4e. preceding.

15. COLLOCATION SERVICE

15.4 Installation and Operation (cont'd)

15.4.2 Space Preparation (Cont'd)

(C) DC Power (Cont'd)

Annually, each CLEC must submit a written statement signed by a responsible officer of the Company, which attests that it is not exceeding the total load of power as ordered in its Collocation applications. This attestation, which must be received by the Company no later than the last day of June, shall individually list all of the CLEC's completed Collocation arrangements provided by the Company in the state. If the CLEC fails to submit this written statement by the last day in June, the Company will notify the CLEC in writing that it has thirty (30) calendar days to submit its power attestation. Failure to submit the required statement within the 30 calendar day notice period will result in the billing of DC power at each Collocation arrangement to be increased to the total number of amps fused.

Whenever the Company is required to perform work on an Collocation arrangement as a result of a CLEC's order for a reduction in power requirements (e.g., change in fuse size), the Company will assess a nonrecurring charge for the additional labor. The nonrecurring charge applies for the first half hour (or fraction thereof) and for each additional half hour (or fraction thereof) per technician, per occurrence as shown in Section 15.16.51 following.

If the CLEC orders a change in the power configuration requiring new -48 volt DC power feeds to the Collocation arrangement, the Company will require an Engineering/Major Augment Fee with an application as set forth in Section 15.16.1 following, subject to the terms and conditions described in Section 15.3.5. In addition, if a CLEC's order for a reduction in DC power triggers the deployment of power cabling to a different power distribution point, the Engineering/Major Augment Fee as set forth in Section 15.16.1 following applies. The Company will work cooperatively with the CLEC to configure the new power distribution cables and disconnect the old ones.

(D) Forecasting and Use of Data

The Company will request from the CLEC forecast on an semi-annual basis, with each forecast covering a two-year period. The CLEC will be required to update the near-term (6-month) forecasted application dates. Information requested will include central office, month applications are expected to be sent, requested in-service month, preference for Virtual or Physical (Caged or Cageless) collocation, square footage required(Physical), a high level list of equipment to be installed (Virtual), and anticipated splitter arrangements where the CLEC is eligible for line sharing/line splitting. For augments, the CLEC may elect to substitute alternative CLLI codes within a LATA for the forecasted demand.

If the Company has a written guarantee of reimbursement, it will examine forecasts for offices in which it is necessary to condition space, and discuss these forecasts with CLECs to determine the required space to be conditioned. If the Company commits to condition space based on forecasts, CLECs assigned space will give the Company a non-refundable deposit equal to the Engineering/Major Augment Fee. The Company will perform initial reviews of requested central offices forecasted for the next six months to identify potential problem sites. The Company will consider forecast in staffing decisions and will enter into planning discussions with forecasting CLECs to validate forecasts, discuss flexibility in potential trouble areas, and assist in application preparation.

Unforecasted demand (including augments) will be given a lesser priority than forecasted demand. The Company will make every attempt to meet standard intervals for unforecasted requests. However, if unanticipated requests push demand beyond the Company's capacity limits, the Company will negotiate longer intervals as required (and within reason). Interval adjustments will be discussed with the CLEC at the time the application is received. In general, if forecasts are received less than two (2) months prior to the application date, the interval start day may be postponed as follows:

15. COLLOCATION SERVICE

15.4 Installation and Operation (Cont'd)

15.4.2 Space Preparation (Cont'd)

(D) Forecasting and Use of Data (Cont'd)

- No forecast: Interval start date commences two (2) months after application receipt date.
- Forecast received one (1) month or less prior to application receipt date: Interval start date commences two (2) months after application receipt date.
- Forecast received greater than one (1) month and less than two (2) months prior to application receipt date: Interval start date commences one (1) month after application receipt date.
- Forecast received two (2) months or more prior to application receipt date: Interval start date commences on the application receipt date.

15.4.3 Equipment and Facilities

(A) Purchase of Equipment

The CLEC will be responsible for supply, purchase, delivery, installation and maintenance of its equipment and equipment bay(s) in the collocation area. If the CLEC chooses, the Company will assist the CLEC in the purchase of equipment by establishing a contact point with The Company. The Company is not responsible for the design, engineering, or performance of CLEC equipment and provided facilities for collocation. Upon installation of all transmission and power cables for collocation services, the CLEC relinquishes all rights, title and ownership of transmission (excluding fiber entrance facility cable) and power cables to the Company.

(B) Collocation Capacity

The Company's estimate of its present capacity (i.e., no more than an increase of 15% over the average number of applications received for the preceding three (3) months in a particular geographic area) is based on current staffing and current vendor arrangements. If the forecasts indicate spikes in demand, the Company will attempt to smooth the demand via negotiations with the forecasting CLECs. If the Company and the CLEC fail to agree to smooth demand, the Company will determine if additional expenditures would be required to satisfy the spikes in demand and will work with the Commission staff to determine whether such additional expenditure is warranted and to evaluate cost recovery options. If the Company augments its workforce based on CLEC forecasts, the CLECs refusing to smooth demand as described herein will be held accountable for the accuracy of their forecasts.

No party shall be excused from their obligations due to the acts or omissions of a party's subcontractors, material, person, suppliers or other third persons providing such products or services to such party unless such acts or omissions are the product of a force majeure event, or unless such delay or failure and the consequences thereof are beyond the reasonable control and without the fault or negligence of the party claiming excusable delay or failure to perform.

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

15. COLLOCATION SERVICE

15.4 Installation and Operation (Cont'd)

15.4.3 Equipment and Facilities (Cont'd)

(C) Permissible Equipment

The Company shall permit the collocation and use of any equipment necessary for interconnection or access to unbundled network elements in accordance with the following standards: (1) Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the CLEC from obtaining interconnection with the Company at a level equal in quality to that which the Company obtains within its own network or the Company provides to any of its affiliates, subsidiaries, or other parties; and (2) Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the CLEC from obtaining nondiscriminatory access to that unbundled network element, including any of its features, functions, or capabilities.

Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as the CLEC seeks to deploy it, meets either or both of the standards set forth in the preceding paragraph. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more unbundled network elements, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services the CLEC seeks to provide to its customer by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth in the preceding paragraph must not cause the equipment to significantly increase the burden on the Company's property.

Whenever the Company objects to collocation of equipment by a requesting CLEC for purposes within the scope of Section 251(c)(6) of the Act, the Company shall prove to the state commission that the equipment is not necessary for interconnection or access to unbundled network elements under the standards set forth above.

The CLEC may place in its collocation space ancillary equipment such as cross connect frames, and metal storage cabinets. However, metal storage cabinets must meet Company premise environmental standards.

(D) Specifications

Collocation facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and rules and regulations of the Occupational Safety and Health Act (OSHA), the Federal Communications Commission, the Commission, and any other governing authority having jurisdiction. All CLEC entrance facilities and splices must comply with Telecordia Technologies' Generic Specification for Optical Fiber and Optical Fiber Cable (TR-TSY-00020), Cable Placing Handbook, Cable Splicing Handbook, Cable Maintenance Handbook, and General Information Tools and Safety, as they relate to fire, safety, health, environmental safeguards or interference with Company services or facilities. The CLEC's designated and installed equipment located within the Company premises must comply with the most recent issue, unless otherwise specified, of Telecordia Technologies' Network Equipment Building System (NEBS) Generic Equipment Requirements (GR-CORE-63) as it pertains to safety requirements. This equipment must also comply with the most current issue, unless otherwise specified, of the Company's Network Equipment Installation Standards and the Company's Central Office Engineering Standards.

15. COLLOCATION SERVICE

15.4 Installation and Operation (Cont'd)15.4.3 Equipment and Facilities (Cont'd)(D) Specifications (Cont'd)

Where a difference in specification may exist, the more stringent shall apply. If there is a conflict between industry standards and the Company's technical specifications, the CLEC and the Company will make a good faith effort to resolve the difference. If the CLEC and the Company cannot reach agreement, the dispute resolution process in the CLEC's interconnection agreement will be followed. The CLEC's designated facilities shall not physically, electronically or inductively interfere with the facilities of the Company, other CLEC(s), tenant(s) or any other party. If such interference occurs, the Company may take action as permitted under Section 15.10 of this Tariff.

CLEC equipment must conform to the same specific risk/safety/hazard standards which the Company imposes on its own central office equipment as defined in the Company's NEBS requirements RNSA-NEB-95-0003, Revision 10 or higher. CLEC equipment is not required to meet the same performance and reliability standards as the Telephone Company imposes on its own equipment as defined in the Company's RNSA-NEB-95-0003, Revision 10 or higher.

In addition, the CLEC may install equipment that has been deployed by the Company for five (5) years or more with a proven safety record; however, this provision does not prohibit the installation of equipment less than five years old, provided the equipment meets the NEBS safety guidelines referenced in this section prior to the time of deployment.

The Company reserves the right to specify the type of cable, equipment and construction standards required in situations not otherwise covered in this Tariff. In such cases, the Company will, at its discretion, furnish to the CLEC written material which will specify and explain the required construction.

(D) Cable

The CLEC is required to provide proper cabling, based on circuit type (VF, DS0, xDSL, DS1, DS3, etc.) to ensure adequate shielding and reduce the possibility of interference. The CLEC is responsible for providing fire retardant riser cable that meets Company standards. The Company is responsible for placing the CLEC's fire retardant riser cable from the cable vault to the collocation space. The Company is responsible for installing CLEC provided fiber optic cable in the cable space or conduit from the first manhole to the premises. This may be shared conduit with dedicated innerduct.

If the CLEC provides its own fiber optic facility, the CLEC shall be responsible for bringing its fiber optic cable to the premises manhole. The CLEC must leave sufficient cable length for the Company to be able to fully extend such cable through to the CLEC's collocation space.

(E) Manhole/Splicing Restrictions

The Company reserves the right to prohibit all equipment and facilities, other than fiber optic cable, from its entrance manholes unless the CLEC demonstrates a legitimate need for copper cable and that entrance capacity is not at or near exhaustion for the premises associated with the CLEC's collocation request. The CLEC will not be permitted to splice fiber optic cable in Manhole #1 (first Company manhole outside of the wire center). Where the CLEC is providing underground fiber optic cable in Manhole #1, it must be of sufficient length as specified by the Company to be pulled through the premises conduit to the CLEC collocation arrangement. The Company is responsible for installing a cable splice, if necessary, where CLEC provided fiber optic cable meets Company standards within the premises cable vault or designated splicing chamber. The Company will provide space and racking for the placement of an approved secured fire retardant splice enclosure.

15. COLLOCATION SERVICE

15.4 Installation and Operation (Cont'd)15.4.3 Equipment and Facilities (Cont'd)(F) Access Points and Restrictions

The interconnection point for caged and cageless collocation is the point where collocation cable facilities connect to Company termination equipment. The demarcation point for the CLEC is its terminal equipment or interconnect/cross connect panel within its cage, bay/frame or cabinet. The CLEC must tag all entrance facilities to indicate ownership. The CLEC will not be allowed access to Company DSX line-ups, MDF or any other Company facility termination points. The DSX, and MDF, and fiber distribution panel are to be considered Company demarcation points only. Only Company employees, agents or contractors will be allowed access to the MDF, DSX, or fiber distribution panel to terminate facilities, test connectivity, run jumpers and/or hot patch in-service circuits.

(G) Staging Area

For caged and cageless collocation arrangements, the CLEC shall have the right to use the designated staging area, a portion of the premises and loading areas, if available, on a temporary basis during its equipment installation work in the collocation space. The CLEC is responsible for protecting the Company's equipment and premises walls and flooring within the staging area and along the staging route. The CLEC will meet all Company fire, safety, security and environmental requirements. The temporary staging area will be vacated and delivered to the Company in an acceptable condition upon completion of the installation work. The CLEC may also utilize a staging trailer, which can be located on the exterior premises. The Company may assess the CLEC a market value lease rate for the area occupied by the trailer.

(H) Testing

Upon installation of the CLEC equipment, with prior notice, the Company will schedule an agreed upon time with the CLEC during the turn-up phase of the equipment to ensure proper functionality between CLEC equipment and the connections to Company equipment. The time period for this to occur will correspond to the Company's maintenance window installation requirements. The CLEC is solely responsible to provide its own monitor and test points, if required, for connection directly to their terminal equipment. If the CLEC cannot attend the scheduled turn-up phase meeting for any reason, the CLEC must provide the Company with seventy-two (72) hours advanced written notice prior to the scheduled meeting. If the CLECs fails to attend the scheduled meeting without the advanced written notification, the Company reserves the right to charge the CLEC additional labor rates set forth in Section 19.16 for subsequent turn-up meetings with the CLEC which are required to complete the turn-up phase of the collocation arrangement.

(I) Interconnection Between Collocated Spaces

- (1) Dedicated Transit Service (DTS), which allows for interconnection between CLECs, provides a dedicated electrical or optical path between collocation arrangements (caged, cageless, and virtual) of the same or of two different CLECs within the same Company premises, using Company provided distribution facilities. DTS is available for DS0, DS1, DS3, and dark fiber cross connects. In addition, the Company will also provide other technically feasible cross-connection arrangements, including lit fiber, on an Individual Case Basis (ICB) as requested by a CLEC. The Company will offer DTS to requesting CLECs as long as such access is technically feasible.

15. COLLOCATION SERVICE

15.4 Installation and Operation (Cont'd)

15.4.3 Equipment and Facilities (Cont'd)

(I) Interconnection Between Collocated Spaces

(1) (continued)

DTS is only available when both collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same Company premises, provided that the collocated equipment is used for interconnection with the Company and/or for access to the Company's unbundled network elements. The Company shall provide such DTS connections from the CLEC's collocation arrangement to another collocation arrangement of the same CLEC within the same Telephone Company premises, or to a collocation arrangement of another CLEC in the same Telephone Company premises. DTS is provided at the same transmission level from CLEC to CLEC.

The DTS arrangement requires the requesting CLEC to provide cable assignment information for itself as well as for the other CLEC. The Company will not make cable assignments for DTS. The requesting CLEC is responsible for all DTS ordering, bill payment, disconnect orders and maintenance transactions and is the customer of record. The requesting CLEC must also provide a letter of agency from the CLEC it is connecting to that authorizes the DTS connection and facility assignment. DTS is provided on a negotiated interval with the requesting CLEC. DTS service order and service connection rates are specified in Section 19.16.

(2) (NOTE: Collocator to Collocator Interconnect arrangements will only be provided under the terms and conditions of this section to CLECs with existing arrangements. Additions, rearrangements, and moves are not permitted.)

The Company shall provide, upon the CLEC's request, a Collocator to Collocator Interconnect arrangement between its equipment and the equipment of other collocated CLECs. When initiating a Collocator to Collocator Interconnect request, the CLEC must submit an Application Form, ASR, and a Minor Augment Fee. The Company will be responsible for engineering and installing the overhead superstructure for the Collocator to Collocator Interconnect arrangement, if required, and determining the appropriate cable route.

If the Collocator to Collocator Interconnect arrangement is between CLECs who occupy contiguous collocation cages or bays, an Application Form is required. The Minor Augment Fee will not be required if engineering and installation of overhead superstructure is not necessary to complete the arrangement.

The CLEC has the option of providing all cables and connectors for the arrangement and the option of running the cables for the Collocator to Collocator Interconnect Arrangement. If the Company provides the cables and connectors and/or runs the cable, the applicable cable and labor rates in Section 19.16 will be applied.

(J) Optical Facility Terminations

CLEC's who request access to unbundled dark fiber and unbundled optical interoffice facilities may apply for a fiber optic patchcord connection(s) between the Company's fiber distribution panel (FDP) and the CLEC's collocated transmission equipment and facilities. The fiber optic patchcord cross connect is limited in use solely in conjunction with access to unbundled dark fiber, unbundled optical interoffice facilities, and Dedicated Transit Service.

15. COLLOCATION SERVICE

15.4 Installation and Operation (Cont'd)

15.4.3 Equipment and Facilities (Cont'd)

(K) Non-Compliant Installations and Operations

If at any time the Company reasonably determines that either the CLEC's collocation equipment or the engineering and installation do not meet the requirements outlined in this tariff, the CLEC will be responsible for the costs associated with the removal of equipment or modification of the equipment or engineering and installation to render it compliant. If the CLEC fails to correct any non-compliance with these standards within thirty (30) days' written notice to the CLEC, the Company may have the equipment removed or the condition corrected at the CLEC's expense. If, during the installation phase, the Company reasonably determines that any CLEC designated equipment is unsafe, non-standard or in violation of any applicable fire, environmental, security, or other laws or regulations, the Company has the right to immediately stop the work until the problem is corrected to the Company's satisfaction. However, when any of the above conditions poses an immediate threat to the safety of the Company employees, interferes with the performance of the Company's service obligations, or poses an immediate threat to the physical integrity of the overhead superstructure or any other facilities of the Company, the Company may perform such work and/or take such action that the Company deems necessary without prior notice to the CLEC. The reasonable cost of said work and/or actions shall be borne by the CLEC. The Company reserves the right to remove products, facilities and equipment from its list of approved products upon ninety (90) days' notice to the CLEC if such products, facilities and equipment are determined to be no longer compliant with NEBS safety standards. If the CLEC equipment poses an immediate safety threat, the CLEC shall remove the equipment immediately.

15.4 Installation and Operation

15.4.4 Access to Collocation Space

The Company will permit CLEC employees, agents, and contractors approved by the Company to have direct access to CLEC caged or cageless collocated equipment twenty-four (24) hours a day, seven (7) days a week and reasonable access to the Company's restroom facilities. The CLEC must abide by all Telephone Company security practices for non-Company employees with access to Company premises as described in the Company's security guidelines, which will be provided upon request. The Company reserves the right, with 24 hours prior notice to the CLEC, to access the CLEC's collocated partitioned space to perform periodic inspections to ensure compliance with Company installation, safety and security practices. Where the CLEC shares a common entrance to the premises with the Company, the reasonable use of shared building facilities, e.g., elevators, unrestricted corridors, etc., will be permitted. The Company reserves the right to permanently remove and/or deny access from Company premises any CLEC employee, agent or contractor who violates the Company's policies, work rules, or business conduct standards, or otherwise poses a security risk to the Company.

15.4.5 Network Outage, Damage and Reporting

The CLEC shall be responsible for:

- Any damage or network outage occurring as a result of CLEC owned or designated termination equipment in Company premises;
- Providing trouble report status when requested;
- Providing a contact number that is readily accessible 24 hours a day, 7 days a week;
- Notifying the Company of significant outages which could impact or degrade the Company's switches and services and provide estimated clearing time for restoral; and
- Testing its equipment to identify and clear a trouble report when the trouble has been sectionalized (isolated) to a CLEC service.

15. COLLOCATION SERVICE

15.4 Installation and Operation (Cont'd)

15.4.5 Network Outage, Damage and Reporting (Cont'd)

The Company will make every effort to contact the CLEC in the event CLEC equipment disrupts the network. If the Company is unable to make contact with the CLEC, the Company shall temporarily disconnect the CLEC's service, as provided in Section 15.4.7.

15.4.6 Security Requirements

(A) Security Measures

The CLEC must agree that its employees/vendors with access to Company premises shall at all times adhere to the rules of conduct established by the Company for the premises and Company personnel and vendors as described in the Company's Security Guidelines, which will be provided upon request.

The Company reserves the right to make changes to such procedures and rules to preserve the integrity and operation of Company network or facilities or to comply with applicable laws and regulations. The Company will provide the CLEC with written notice of such changes. Where applicable, the Company will provide information to the CLEC on the specific type of security training required so its employees can complete such training.

The CLEC will maintain with the Company a list of all CLEC employees who are currently authorized by the CLEC to access its caged and cageless collocation space and will include social security numbers of all such individuals. The CLEC will also maintain with the Company a list of its collocated-approved vendors and their social security numbers who request access to caged and cageless collocation space. Only those individuals approved by the Company will be allowed access to Company premises and caged and cageless collocation space. Where required by agencies of federal, state, or local government, only individuals that are U.S. citizens will be granted access. All CLEC personnel must obtain and prominently display a valid non-employee Company identification card. Former employees of the Company will be given access to the Company premises by the CLEC in accordance with the Company's normal security procedures applicable to any Vendor(s) or Contractor(s) on the Company's premises. The Company reserves the right to revoke any identification badge and/or access card of any CLEC employee or agent found in violations of the terms and conditions set forth herein.

The CLEC must follow the Company's security guidelines, which are published on the Company's web site. The Company may suspend a CLEC employee or agent from the Company's premises if his/her actions materially affect the safety and/or integrity of the Company's network or the safety of Company or other CLEC employees/agents. Unless the CLEC employee or agent poses an immediate threat to the Company or other CLECs, the Company will provide the CLEC with a written explanation of violations committed by the CLEC employee or agent four (4) business days prior to suspending the CLEC employee or agent from Company premises. The CLEC will have two (2) business days to respond to the Company's notification. Any such employee or agent may later be allowed readmission to the Company premises on mutually agreeable terms. Nothing in this section, however, restricts the Company's authority to bar the CLEC employee or agent from Company premises for violating the Company's security guidelines.

15. COLLOCATION SERVICE

15.4 Installation and Operation (Cont'd)

15.4.6 Security Requirements (Cont'd)

(B) Security Standards

The Company will be solely responsible for determining the appropriate level of security in each premises. The Company reserves the right to deny access to Company buildings for any CLEC employee, agent or contractor who cannot meet the Company's established security standards. Employees, agents or contractors of the CLEC are required to meet the same security requirements and adhere to the same work rules that Company employees and contractors are required to follow. The Company also reserves the right to deny access to Company buildings for CLEC employees, agents and contractors for falsification of records, violation of fire, safety or security practices and policies or other just cause.

CLEC employees, agents or contractors who meet the Company's established security standards will be provided access to the CLEC's collocation equipment twenty-four (24) hours a day, seven (7) days a week and reasonable access to the Company's restroom facilities. If CLEC employees, agents or contractors request and are granted access to other areas of the Company's premises, a Company employee, agent or contractor may accompany and observe the CLEC employee(s), agent(s) or contractor(s) at no cost to the CLEC.

The Company may use reasonable security measures to protect its equipment, including, for example, enclosing its equipment in its own cage or other separation, utilizing monitored card reader systems, digital security cameras, badges with computerized tracking systems, identification swipe cards, keyed access and/or logs, as deemed appropriate by the Company.

The Company may require CLEC employees and contractors to use a central or separate entrance to the Company's premises, provided, however, that where the Company requires that CLEC employees or contractors access collocated equipment only through a separate entrance, employees and contractors of the Company's affiliates and subsidiaries will be subject to the same restriction.

The Company may construct or require the construction of a separate entrance to access caged and cageless collocation space, provided that each of the following conditions is met: (i) Construction of a separate entrance is technically feasible; (ii) Either legitimate security concerns, or operational constraints unrelated to the incumbent's or any of its affiliates' or subsidiaries competitive concerns, warrant such separation; (iii) Construction of a separate entrance will not artificially delay collocation provisioning; and (iv) Construction of a separate entrance will not materially increase the CLEC's collocation costs.

(C) Access Cards/Identification

Access cards or keys will be provided to no more than a reasonable number of CLEC appointed individuals for each Company premises. All CLEC employees, agents and contractors requesting access to the premises are required to have a photo identification card, which identifies the person by name and the name of the CLEC. The ID must be worn on the individual's exterior clothing while on Company premises. The Company will provide the CLEC with instructions and necessary access cards or keys to obtain access to Company buildings.

15. COLLOCATION SERVICE

15.4 Installation and Operation (Cont'd)

15.4.7 Emergency Access

The CLEC is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week. The CLEC will provide access to its collocation space at all times to allow the Company to react to emergencies, to maintain the building operating systems (where applicable and necessary) and to ensure compliance with OSHA/Company regulations and standards related to fire, safety, health and environmental safeguards. The Company will attempt to notify the CLEC in advance of any such emergency access. If advance notification is not possible the Company will provide notification of any such entry to the CLEC as soon as possible following the entry, indicating the reasons for the entry and any actions taken which might impact CLEC facilities or equipment and its ability to provide service. The Company will restrict access to CLEC collocation space to persons necessary to handle such an emergency.

The emergency provisioning and restoration of interconnection service shall be in accordance with Part 64, Subpart D, Paragraph 64.401, of the FCC's Rules and Regulations, which specifies the priority for such activities. The Company reserves the right, without prior notice, to access CLEC collocation space in an emergency, such as fire or other unsafe conditions, or for purposes of averting any threat of harm imposed by the CLEC or CLEC equipment upon the operation of Company equipment, facilities and/or employees located outside the CLEC's collocation space. The Company will notify the CLEC as soon as possible when such an event has occurred.

In case of a Company work stoppage, CLEC employees, contractors or agents will comply with the emergency operation procedures established by the Company. Such emergency procedures should not directly affect CLEC access to its premises, or ability to provide service. The CLEC will notify the Company point of contact of any work stoppages by CLEC employees.

15.5 Space Requirements

15.5.1 Space Availability

The Company shall permit the CLEC to secure collocation space on a first-come, first-serve priority basis upon the Company's receipt of the CLEC's intent to proceed as described in Section 15.3.3. If the Company is unable to accommodate caged and cageless collocation requests at a premises due to space limitations or other technical reasons, the Company will post a list of all such sites on its Website and will update the list within ten (10) calendar days of any known changes.

Where the Company is unable to accommodate caged and cageless collocation requests at a premises due to space limitations or other technical reasons, the Company shall submit a Notice of Intent to Seek Waiver of Physical Collocation Requirements to the state commission on the same date of its initial response to the CLEC. The Notice shall include a basic statement of the reason for the denial (technically infeasible or lack of space). If the CLEC requests a Collocation Space Report for the premises, as described in Section 15.5.5, the Company shall submit a copy of the Report to the state commission.

If the Company is unable to accommodate a caged and cageless collocation request at a premises due to space limitations, the Company shall allow the CLEC and state commission staff to tour, without charge, the entire premises within 10 calendar days of the tour request. If the CLEC believes there is no basis for denial of its physical collocation application, it shall promptly notify the Company. Within 20 calendar days of the tour, the CLEC and Company shall file reports outlining their tour findings in the State Commission docket established to address the Company's Petition for Waiver.

15. COLLOCATION SERVICE

15.5 Space Requirements (Cont'd)

15.5.1 Space Availability (Cont'd)

If the Company is unable to accommodate a caged and cageless collocation request at a premises due to space limitations or other technical reasons, the Company shall submit to the state commission and CLEC a Petition for Waiver of the Collocation Requirements within 20 calendar days of submitting its Notice of Intent to request a Waiver. If the Petition of Waiver is based on space limitations, the Petition shall include the following information which will be considered Confidential in accordance with Rule 25-22.006, Florida Administrative Code:

- (1) Central Office Language Identifier, where applicable.
- (2) Identity of the CLEC, including the amount of space sought.
- (3) Total amount of space at the premises.
- (4) Floor plans, including measurements of the Company's premises showing: (a) Space housing the Company's nonregulated network equipment space or administrative offices; (b) Space housing obsolete and unused equipment; (c) Space that does not currently house Company equipment or administrative offices but is reserved by the Company for future use, including the intended purpose of each area and the forecasted year of use; (d) Space occupied by CLECs for the purpose of network interconnection or access to unbundled network elements; (e) Space, if any, occupied by third parties for other purposes, including identification of the uses of such space; (f) Remaining space, if any; (g) Identification of switch turnaround plans and other equipment removal plans and timelines, if any; (h) Central Office rearrangement/expansion plans, if any; and (i) Description of other plans, if any, that may relieve space exhaustion.
- (5) Floor loading requirements.

The State Commission Staff shall prepare a recommendation for consideration by the state commission at an Agenda Conference to be held within 45 calendar days of the post-tour report. The staff recommendation shall address whether the Company's Petition for Waiver should be granted based upon the information provided by the Company and the CLEC and information gathered by the Commission staff on the tour of the central office premises. The Commission's decision on the Company's Petition shall be issued as a final agency action. If the Commission grants the Petition, the Company will not have to justify subsequent denials of space to other CLECs. The Company shall however, advise the CLECs and the Commission when there are material changes in the central office premises that could affect a collocation request.

The Company will accept a Letter of Intent from a CLEC to collocate in premises where a Waiver from Caged and Cageless Collocation has been granted and the CLEC has not previously applied for Caged or Cageless collocation at the premises. If a CLEC submits a Letter of Intent, a non-refundable Minor Augment Fee will be charged to the CLEC.

For those Company premises that have been granted a Waiver from Caged and Cageless collocation, the Company will notify the State Commission and CLECs sixty (60) calendar days in advance of new Caged and Cageless collocation space becoming available. The Company will inform the State Commission and CLECs previously requesting collocation space at the premises of the new space availability in writing. In the event the Company's determination that collocation space will be available does not allow for sixty (60) calendar days' notice, the Company will notify the State Commission and requesting CLECs within two business days of this determination.

When Caged and Cageless collocation space becomes available in a premises where space was previously unavailable, CLECs who previously applied for collocation space or submitted a Letter of Intent will given priority for the new collocation space based on the date of their prior application or the date received of the Letter of Intent for the premises. If a CLEC has accepted Virtual collocation after being denied Caged or Cageless collocation space, the CLEC will still be given priority for the new collocation space based on the denial date of their prior Caged or Cageless application. Any collocation space remaining after the new space has been offered to prior applicants will be available on a first-come, first-served basis based on the CLEC's intent to proceed as described in Section 15.3.3.

15. COLLOCATION SERVICE

15.5 Space Requirements (Cont'd)

15.5.1 Space Availability (Cont'd)

If the Company is unable to meet the time frames applicable to any of the requirements identified in this Section, the Company shall seek an extension of time from the Commission at least three business days prior to the expiration of the identified time frame.

15.5.2 Minimum/Maximum/Additional Space

The minimum amount of floor space available to each CLEC at the time of the initial application will be twenty-five (25) square feet of caged collocation space or one (1) single bay in the case of cageless collocation. The maximum amount of space available in a specific premises to each CLEC will be limited to the amount of existing suitable space which is technically feasible to support the collocation arrangement requested. Existing suitable space is defined as available space in a premises which does not require the addition of AC/DC power, heat and air conditioning, battery and/or generator back-up power and other requirements necessary for provisioning collocation services. The Company will not deny a CLEC's collocation request if vacant, unconditioned space is the only space available for collocation. The Company will modify the vacant, unconditioned space to suitable space in order to support the collocation arrangement requested. Additional space to provide for caged, cageless and/or adjacent collocation will be provided on a per request basis, where feasible, and where space is being efficiently used. Additional space can be requested by a CLEC by completing and submitting a new application form and the applicable non-refundable engineering fee set forth in Section 15.16. The Company will not be required to lease additional space when available space has been exhausted.

15.5.3 Use of Space

The Company and CLEC will work cooperatively to determine proper space requirements, and efficient use of space. In addition to other applicable requirements set forth in this Tariff, the CLEC shall install all its equipment within its designated area in contiguous line-ups in order to optimize the utilization of space within Company premises. The CLEC shall use the collocation space solely for the purposes of installing, maintaining and operating its equipment to interconnect for the exchange of traffic with the Company and/or for purposes of accessing unbundled network elements. The CLEC shall not construct improvements or make alterations or repairs to the collocation space without the prior written approval of the Company. The collocation space may not be used for administrative purposes and may not be used as CLEC employee(s) work location, office or retail space, or storage. The collocation space shall not be used as the CLEC's mailing or shipping address.

15.5.4 Reservation of Space

The Company reserves the right to manage its own premises conduit requirements and to reserve vacant space for planned facilities. The Company will retain and reserve a limited amount of vacant floor space within its premises for its own specific future uses on terms no more favorable than applicable to other CLECs seeking to reserve collocation space for their future use. If the remaining vacant floor space within a premises is reserved for the Company's own specific future use, the premises will be exempt from future caged and cageless collocation requests in accordance with the guidelines and procedures of Section 15.5.1. The CLEC shall not be permitted to reserve premises cable space or conduit system. If new conduit is required, the Company will negotiate with the CLEC to determine an alternative arrangement for the specific location. The CLEC will be allowed to reserve collocation space for its caged/cageless arrangements based on its documented forecast provided to the Company and subject to space availability. Such forecast must demonstrate a legitimate need to reserve the space for use on terms no more favorable than applicable to the Company seeking to reserve vacant space for its own specific use. CLECs shall provide the Company with two-year forecasts, on an annual basis, to assist the Company in premises planning. CLEC cageless collocation bays may not be used solely for the purpose of storing CLEC equipment.

15. COLLOCATION SERVICE

15.5 Space Requirements (Cont'd)

15.5.5 Collocation Space Report

Upon request by the CLEC and upon its signing a collocation nondisclosure agreement, the Company will make available a Collocation Space Report with the following information for the premises requested:

- Detailed description and amount of caged and cageless collocation space available;
- Number of telecommunications carriers with existing collocation arrangements;
- Modifications of the use of space since the last Collocation Space Report requested; and,
- Measures being taken, if any, to make additional Collocation spaces available.

The Collocation Space Report is not required prior to the submission of a collocation application for a specific premises in order to determine collocation space availability for the premises. The Collocation Space Report will be provided to a CLEC within ten (10) calendar days of the request, provided the request is submitted during the ordinary course of business. A Collocation Space Report fee, as specified in Section 15.16, will be assessed per request and per premises.

15.5.6 Reclamation

When initiating an application form, the CLEC must have started installing equipment approved for collocation at the Company premises within a reasonable period of time, not to exceed six (6) months from the date the collocation arrangement is accepted. If the CLEC does not utilize its collocation space within the established time period, and has not met the space reservation requirements of Section 15.5.4, the Company may reclaim the unused collocation space to accommodate another CLEC request or the Company's future space requirements.

The Company will be allowed to reclaim unused collocation space when the Company's premises is at or near space exhaustion and a CLEC cannot demonstrate that the CLEC will utilize the space within a reasonable time. In the event of space exhaust or near exhaust within a premise, the Company must provide written notice to the CLEC requesting that the CLEC release nonutilized collocation space to the Company when 100 percent of the space in the CLEC's collocation arrangement is not being utilized. Within twenty (20) days of receipt of written notification from the Company, the CLEC shall either, one, return the nonutilized collocation space to the Company, in which case the CLEC shall be relieved of all obligations for charges for that portion of the collocation space so released; or, two, provide the Company with information to demonstrate that the space will be utilized within eighteen (18) months from the date the CLEC accepted the collocation space. Disputes concerning the Company's claims of exhaust, or near exhaust, or the CLEC's refusal to return requested collocation space should be resolved by the Company and CLEC pursuant to the CLEC's interconnection agreement. If the dispute cannot be resolved by the Company and CLEC pursuant to the CLEC's interconnection agreement, the dispute should be submitted to the Commission for resolution.

The Company shall have the right, for good cause shown, and upon six (6) months' notice, to reclaim any collocation space, cable space or conduit space in order to fulfill its obligation under public service law and its tariffs to provide telecommunication services to its end users. In such cases, the Company will reimburse the CLEC for reasonable direct costs and expenses in connection with such reclamation. The Company will make every reasonable effort to find other alternatives before attempting to reclaim any such space.

15. COLLOCATION SERVICE

15.6 Liability and Indemnification

- (A) No liability shall attach to the Company for damages arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the subscribers or users of the service or facilities) in the absence of gross negligence or willful misconduct.

Subject to the preceding and to the provisions following, with respect to any claim or suit, by a CLEC or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service by the Company for the service for the period during which service was affected.

- (B) The Company shall not be liable for any act or omission of any other party furnishing a portion of service used in connection with the services herein.
- (C) The Company is not liable for damages to the CLEC premises resulting from the furnishing of service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's gross negligence or willful misconduct.
- (D) The Company shall be indemnified, defended and held harmless by the CLEC and/or its end user against any claim, loss or damage arising from the use of services offered under this tariff, involving:
- (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the material transmitted over the Company's facilities;
 - (2) Claims for patent infringement arising from the CLEC's or its end user's acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by the end user or the CLEC;
 - (3) All other claims arising out of any act or omission of the end user and/or CLEC in the course of using services provided pursuant to this tariff;
 - (4) All claims, including but not limited to injuries to persons or property from voltages or currents, arising out of any act or omission of the CLEC or its end user in connection with facilities provided by the Company, the CLEC, or the end user; or
 - (5) The Company shall not be liable to the CLEC or its customers in connection with the provision or use of the services provided under this tariff for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits, regardless of the form of action, whether in contract, indemnity, warranty, strict liability, or tort, including (without limitation) negligence of any kind, even if the Company has been advised of the possibility of such loss or damage.
- (E) 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 CLEC from any and all claims by any person relating to such CLEC's use of services so provided.
- (F) 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.
- (G) 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.

15. COLLOCATION SERVICE

15.6 Liability and Indemnification (Cont'd)

- (H) The Company shall not be liable for any act or omission of any other entity furnishing to the CLEC facilities, equipment, or services used in conjunction with the services provided under this tariff. Nor shall the Company be liable for any damages or losses due to unauthorized use of the services or the failure or negligence of the CLEC or CLEC end user, or due to the failure of equipment, facilities, or services provided by the CLEC or its end user.
- (I) Neither party shall be liable to the other or to any third party for any physical damage to each other's facilities or equipment within the central office, unless caused by the gross negligence or willful misconduct of the party's agents or employees.
- (J) The CLEC shall indemnify, defend and save harmless the Company from and against any and all losses, claims, demands, causes of action and costs, including attorney's fees, whether suffered, made, instituted or asserted by the CLEC or by any other party or person for damages to property and injury or death to persons, including payments made under any worker's compensation law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the installation, maintenance, repair, replacement, presence, use or removal of the CLEC's equipment or facilities or by their proximity to the equipment or facilities or all parties occupying space within or on the exterior of the Company's central office(s), or by any act or omission of the Company, its employees, agents, former or striking employees, or contractors, in connection therewith, unless caused by gross negligence or willful misconduct on the part of the Company. These provisions shall survive the termination, cancellation, modification or rescission of the tariff for at least 18 months from the date of the termination.

The Company shall indemnify, defend and save harmless the CLEC from and against any and all losses, claims, demands, causes of action and costs, including attorneys' fees, whether suffered, made, instituted or asserted by the Company or by any other party or person for damages to property and injury or death to persons, including payments made under any worker's compensation law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the Company's provision of service within or on the exterior of the central office of by an act or omission of the CLEC, its employees, agents, former or striking employees, or contractors, in connection therewith, unless caused by gross negligence or willful misconduct on the part of the CLEC.

A Party's obligation to indemnify the other Party as provided herein shall be conditioned upon the following:

- (1) The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. However, the failure to give such notice shall release the Indemnifying Party from its obligations under this Section only to the extent the failure to give such notice has prejudiced the indemnifying Party.
- (2) The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at the indemnified Party's sole cost and expense.
- (3) In no event shall the indemnifying Party settle or consent to any judgment in an action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld. However, in the event the settlement or judgment requires a contribution from or affects the rights of the indemnified Party, the indemnified Party shall have the right to refuse such settlement or judgment and, at its own cost and expense, take over the defense against such Loss, provided that in such event the indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the indemnified Party against, the Loss for any amount in excess of such refused settlement or judgment.
- (4) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability. The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

15. COLLOCATION SERVICE

15.6 Liability and Indemnification

- (K) The CLEC shall indemnify, defend and save harmless the Company from and against any and all losses, claims, demands, causes of action, damages and costs, including but not limited to attorney's fees and damages costs, and expense of relocating conduit systems resulting from loss of right-of-way or property owner consents, which may arise out of or be caused by the presence, in, or the occupancy of the central office by the CLEC, and/or acts by the CLEC, its employees, agents or contractors.
- (L) The CLEC shall indemnify, defend, and hold harmless the Company, its directors, officers and employees, servants, agents, affiliates and parent, from and against any and all claims, cost, expense or liability of any kind, including but not limited to reasonable attorney's fees, arising out of or relating to CLEC installation and operation of its facilities or equipment within the multiplexing node, roof space and transmitter space.
- (M) The CLEC represents, warrants and covenants that it shall comply with all applicable federal, state or local law, ordinance, rule or regulations, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. The CLEC shall indemnify, defend, and hold harmless the Company, its directors, officers and employees, servants, agents, affiliates and parent, from and against any and all claims, cost, expense or liability of any kind including but not limited to fines or penalties arising out of any breach of the foregoing by the CLEC, its directors, officers, employees, servants, agents, affiliates and parent. These provisions shall survive the termination, cancellation, modification or rescission of the tariff for at least 18 months from the date of the termination.
- (N) The Company represents, warrants and covenants that it shall comply with all applicable federal, state or local law, ordinance, rule or regulations, in connection with its provision of service within or on the exterior of the central office, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. The Company shall indemnify, defend, and hold harmless the CLEC, its directors, officers, employees, agents or contractors, from and against any and all claims, cost, expense or liability of any kind including but not limited to fines or penalties arising out of any breach of the foregoing by the Company, its directors, officers and employees, servants, agents, affiliates and parent.
- (O) The Company and the CLEC shall each be responsible for all persons under their control or aegis working in compliance herewith, satisfactorily, and in harmony with all others working in or on the exterior of the central office and, as appropriate, cable space.

15.7 Insurance

15.7.1 The CLEC shall, at its sole cost and expense, obtain, maintain, pay for and keep in force the following minimum insurance, underwritten by an insurance company(s) having an A. M. Best insurance rating of at least A-, financial size category VII.

- (A) Commercial general liability coverage on an occurrence basis in an amount of \$1,000,000 combined single limit for bodily injury and property damage with a policy aggregate per location of \$2,000,000. This coverage shall include contractual liability.
- (B) Umbrella/Excess Liability coverage in an amount of \$10,000,000 excess of coverage specified in (A) above.
- (C) All Risk Property coverage on a full replacement cost basis insuring all of the CLEC's real and personal property located on or within Company premises. The CLEC may also elect to purchase business interruption and contingent business interruption insurance, knowing that the Company has no liability for loss of profit or revenues should an interruption of service occur.
- (D) Statutory Workers Compensation coverage.
- (E) Employers Liability coverage in an amount of \$500,000 each accident.
- (F) Commercial Automobile Liability coverage insuring all owned, hired and non-owned automobiles.

15. COLLOCATION SERVICE

15.7 Insurance (Cont'd)

15.7.1 (Cont'd)

Notwithstanding anything herein to the contrary, the coverage requirements described in (C) through (F) above shall only be required if the CLEC orders collocation services pursuant to this Tariff. The minimum amounts of insurance required in this section may be satisfied by the CLEC purchasing primary coverage in the amounts specified or by the CLEC buying a separate umbrella and/or excess policy together with lower limit primary underlying coverage. The structure of the coverage is at the CLEC's option, so long as the total amount of insurance meets the Company's requirements.

15.7.2 Deductibles

Any deductibles, self-insured retentions (SIR), lost limits, retentions, etc. (collectively, "retentions") must be disclosed on a certificate of insurance provided to the Company, and the Company reserves the right to reject any such retentions in its reasonable discretion. All retentions shall be the responsibility of the CLEC.

15.7.3 Additional Insureds

The Company and its affiliates (which includes any corporation controlled by, controlling or in common control with the Company parent corporation), its respective directors, officers and employees shall be named as additional insureds under all General Liability and Umbrella/Excess Liability Policies obtained by the CLEC. Said endorsement shall provide that such additional insurance is primary insurance and shall not contribute with any insurance or self-insurance that the Company has secured to protect itself. All of the insurance afforded by the CLEC shall be primary in all respects, including the CLEC's Umbrella/Excess Liability insurance. The Company's insurance coverage shall be excess over any indemnification and insurance afforded by the CLEC and required hereby.

15.7.4 Waiver of Subrogation Rights

The CLEC waives and will require all of its insurers to waive all rights of subrogation against the Company (including the Company parent Corporation and any other affiliated and/or managed entity), its directors, officers and employees, agents or assigns, whether in contract, tort (including negligence and strict liability) or otherwise.

15.7.5 Evidence of Insurance

All insurance must be in effect on or before the Company authorizes access by CLEC employees or placement of CLEC equipment or facilities within the Company's premises and such insurance shall remain in force as long as the CLEC's facilities remain within any space governed by this Tariff. If the CLEC fails to maintain the coverage, the Company may pay the premiums and seek reimbursement from the CLEC. Failure to make a timely reimbursement will result in disconnection of service. The CLEC agrees to submit to the Company a certificate of insurance ACORD Form 25-S (1/95), or latest edition, such certificate to be signed by a duly authorized officer or agent of the Insurer, certifying that the minimum insurance coverages and conditions set forth herein are in effect, and that the Company will receive at least thirty (30) days notice of policy cancellation, expiration or non-renewal.

At least thirty (30) days prior to the expiration of the policy, the Company must be furnished satisfactory evidence that such policy has been or will be renewed or replaced by another policy. At the Company's request, the CLEC shall provide copies of the insurance provisions or endorsements as evidence that the required insurance has been procured, and that the Company has been named as an additional insured, prior to commencement of any service. In no event shall permitting CLEC access be construed as a waiver of the right of the Company to assert a claim against the CLEC for breach of the obligations established in this section.

15. COLLOCATION SERVICE

15.7 Insurance (Cont'd)

15.7.1 (Cont'd)

15.7.6 Compliance Requirements

The CLEC shall require its contractors to comply with each of the provisions of this insurance section. This includes, but is not limited to, maintaining the minimum insurance coverages and limits, naming the Company (including the Company's parent corporation and any other affiliated and/or managed entity) as an additional insured under all liability insurance policies, and waiving all rights of subrogation against the Company (including the Company's parent Corporation and any other affiliated and/or managed entity), its directors, officers and employees, agents or assigns, whether in contract, tort (including negligence and strict liability) or otherwise. Prior to commencement of any work, the CLEC shall require and maintain certificates of insurance from each contractor evidencing the required coverages. At the Company's request, the CLEC shall supply to the Company copies of such certificates of insurance or require the contractors to provide insurance provisions or endorsements as evidence that the required insurance has been procured. The CLEC must also conform to the recommendation(s) made by the Company's fire insurance company, which the Company has already agreed to or shall hereafter agree to.

15.7.7 Self Insurance

If the CLEC net worth exceeds \$100,000,000, the CLEC may elect to self insure and thereby assume the coverages, protections and payments that otherwise would have been provided or made to or on behalf of the Company under the insurance provisions set forth in this section. If the CLEC self insures, the CLEC shall furnish to the Company, and keep current, evidence of such net worth that is attested to by one of the corporate officers. The CLEC is subject to the same liability and indemnification provisions set forth herein.

15.8 Confidentiality

In addition to its other confidentiality obligations hereunder, the CLEC shall not use or disclose and shall hold in confidence all information of a competitive nature provided to it by the Company in connection with Collocation, or known to a CLEC as a result of its access to Company premises, or as a result of the interconnection of its equipment to Company facilities. Similarly, the Company shall not use or disclose and shall hold in confidence all information of a competitive nature provided to it by a CLEC in connection with Collocation, or known to the Company as a result of the interconnection of the CLEC's equipment to Company facilities. Such information is to be considered proprietary and shared within the Company and the CLEC on a need to know basis only. Neither the Company nor the CLEC shall be obligated to hold in confidence information that:

- Was already known to the CLEC free of any obligation to keep such information confidential;
- Was or becomes publicly available by other than unauthorized disclosure; or
- Was rightfully obtained from a third party not obligated to hold such information in confidence.

15.9 Casualty

- (A) If the collocation equipment location or any part thereof is damaged by fire or other casualty, the CLEC shall give immediate notice thereof to the Company. Tariff regulations will remain in full force and effect except as set forth following:

15. COLLOCATION SERVICE

15.9 Casualty (Cont'd)

(A) (Cont'd)

- (1) If the collocation equipment location or any part thereof is partially damaged or rendered partially unusable by fire or other casualty caused by the Company, the damages thereto shall be repaired by and at the expense of the Company. Non-recurring and monthly recurring charges, until such repair is substantially completed, shall be apportioned from the day following the casualty according to the part of the collocation equipment location which is usable. The Company reserves the right to elect not to restore the collocation equipment location under the conditions specified in (B) following. If the Company elects to restore the collocation equipment location, the Company shall inform the CLEC of its plans to repair/restore the collocation equipment location as soon as it is practicable and will work in good faith to restore service to the CLEC as soon as possible. The Company shall make repairs and restorations with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond the Company's reasonable control.
- (2) If the collocation equipment location or any part thereof is totally damaged or rendered wholly unusable by fire or other casualty caused by the Company, then applicable non-recurring and monthly recurring charges shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the collocation equipment location shall have been repaired and restored by the Company. The Company reserves the right to elect not to restore the collocation equipment location under the conditions specified in (B) following. If the Company elects to restore the collocation equipment location, the Company shall inform the CLEC of its plans to repair/restore the collocation equipment location as soon as it is practicable and will work in good faith to restore service to the CLEC as soon as possible. The Company shall make repairs and restorations with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond the Company's reasonable control.
- (3) If the collocation equipment location or any part thereof is partially damaged or rendered partially unusable by fire or other casualty through no fault of the Company or the CLEC, then the applicable non-recurring and monthly recurring charges shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the collocation equipment location shall have been repaired and restored. Any repair or restoration work undertaken by the CLEC in its collocation arrangement must be done by a Company-approved contractor and must be approved in advance by the Company. The Company reserves the right to discontinue the CLEC's collocation equipment location or any part thereof under the conditions specified in (B) following.
- (4) If the collocation equipment location or any part thereof is totally damaged, rendered wholly unusable, partially damaged or rendered partially unusable by fire or other casualty caused by the CLEC, the liability and indemnification provisions of this tariff shall apply and the Company may terminate the CLEC's collocation arrangement immediately.

- (B) If the collocation equipment location or any part thereof is rendered wholly unusable through no fault of the CLEC, or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that the Company shall decide to demolish it or to rebuild it, then, in any of such events, the Company may elect to discontinue the CLEC's collocation equipment location or any part thereof. In this event, the Company will provide the CLEC with written notification within ninety (90) days after such fire or casualty specifying a date for discontinuance. The date of discontinuance shall not be more than sixty (60) days after the issuance of such notice to the CLEC. The CLEC must vacate the premises by the date specified in the notice. The Company's rights against the CLEC under this tariff prior to such discontinuance and any applicable non-recurring and monthly recurring charges owing shall be paid up to the date of discontinuance. Any payments of monthly recurring charges made by the CLEC, which were on account of any period subsequent to such date shall be returned to the CLEC.

15. COLLOCATION SERVICE

15.9 Casualty

- (C) After any such casualty and upon request by the Company, the CLEC shall remove from the collocation equipment location and other associated space, as promptly as reasonably possible, all of the CLEC's salvageable inventory and movable equipment, furniture and other property.
- (D) In the event non-recurring and/or recurring charges were suspended pursuant to the foregoing section (A), the CLEC's liability for applicable non-recurring and monthly recurring charges shall resume either upon occupancy by the CLEC or thirty (30) days after written notice from the Company that the collocation equipment location or any part thereof is restored to a condition comparable to that existing prior to such casualty, which ever comes first.
- (E) Nothing contained in these provisions shall relieve the CLEC from liability that may exist as a result of damage from fire or other casualty.
- (F) Each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in full force and collectible and to the extent permitted by law, the Company and the CLEC each will release and waive all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise. The release and waiver shall be in force only if both releasers' insurance policies contain a clause providing that such release or waiver shall not invalidate the insurance and also, provided that such a policy can be obtained without additional premiums.
- (G) The Company will not carry insurance on the CLEC's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by the CLEC and therefore will not be obligated to repair any damage thereto or be obligated to replace the same.

15.10 Implementation, Termination, and Transfer of Service

15.10.1 Implementation of Collocation Charges

The Company shall provide the CLEC with a notice ("Scheduled Completion Notice") indicating the scheduled completion date ("Scheduled Completion Date") for the collocation arrangement. The Company shall also provide a notice that will remind the CLEC of the Scheduled Completion Date and will request the CLEC to schedule and attend a "Collocation Acceptance Meeting" ("CAM"). Collocation charges will be implemented in accordance with this section regardless of the readiness of the CLEC to utilize the completed collocation arrangement.

Collection of Non-Recurring Charges. The initial payment of nonrecurring charges (NRCs) shall be due and payable in accordance with Section 15.3.1(C). The balance of the NRCs ("NRC Balance") will be billed to the CLEC upon CLEC acceptance of the collocation arrangement or thirty (30) calendar days after the collocation arrangement is completed, whichever comes first.

- (A) Commencement of Recurring Charges. Monthly recurring charges will commence upon CLEC acceptance of the collocation arrangement or thirty (30) calendar days after the collocation arrangement is completed, whichever comes first ("Commencement Date"), and shall continue until terminated pursuant to Section 15.10.4.

15. COLLOCATION SERVICE

15.10 Implementation, Termination, and Transfer of Service (Cont'd)15.10.1 Implementation of Collocation Charges (Cont'd)

- (C) Extension Request. A CLEC may request to extend or delay the Scheduled Completion Date of a collocation arrangement for up to six (6) months. A CLEC electing to extend the Scheduled Completion Date of a collocation arrangement must notify the Company in writing ("Extension Notice") within thirty (30) calendar days after receiving the Scheduled Completion Notice. In order for the Company to delay billing of monthly recurring charges for the applicable collocation arrangement, the CLEC must remit the NRC Balance to the Company for the collocation arrangement with the Extension Notice. Monthly recurring charges will not be billed by the Company until the space for the collocation arrangement is accepted by the CLEC or the six (6) month extension period has expired, whichever comes first. At any time during or after the extension period, if the CLEC terminates its collocation arrangement, the termination shall be governed by Section 19.10.4.

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

15.10.2 Grounds for Termination by the Company

Failure by the CLEC to comply with the terms and conditions of this tariff, including nonpayment of rates and charges, may result in termination of collocation service. In addition to the other grounds for termination of collocation services set forth herein, the Company reserves the right to terminate such services upon thirty (30) calendar days notice in the event the CLEC: (a) is not in conformance with provisions of this tariff or other Company standards and requirements; and/or (b) imposes continued disruption and threat of harm to Company employees and/or network, or the Company's ability to provide service to other CLECs.

The Company also reserves the right to terminate such services, without prior notice, in the event the CLEC's collocation arrangement imposes emergency conditions, such as fire or other unsafe conditions, upon the operation of the Company's equipment and facilities or to Company employees located outside the CLEC's collocation space.

The Company reserves the right to inspect the CLEC's collocation arrangement to determine if sufficient DC Power and/or facility terminations are being used to maintain interconnection and/or access to unbundled network elements. If the Company determines that the collocation arrangement is not being used for interconnection and/or access to unbundled network elements (from, for example, insufficient DC Power and/or facility terminations), the Company reserves the right to terminate the CLEC's collocation service upon thirty (30) calendar days notice.

If the Company elects to terminate a collocation arrangement pursuant to this section, the termination shall be governed by Section 15.10.4.

15. COLLOCATION SERVICE

15.10 Implementation, Termination, and Transfer of Service (Cont'd)

15.10.3 Termination by CLEC

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

- (A) Termination After Completion. If a CLEC elects to terminate an existing collocation arrangement after a collocation arrangement has been completed, the termination will be effective thirty (30) calendar days after the Company's receipt of the CLEC Termination Notice. If CLEC terminates a collocation arrangement under this section, the termination shall be governed by Section 15.10.4 and the CLEC remains responsible to pay any unpaid NRCs associated with the terminated arrangement as set forth in Section 15.10.1(A). If the collocation arrangement being terminated contains equipment in which a third party maintains an ownership or a security interest, the CLEC shall include a list of any such owners and secured parties in the CLEC Termination Notice.

- (B) Termination Prior to Completion. If the CLEC elects to terminate a request for collocation when construction is in progress and prior to completion of the collocation arrangement, the termination will be effective upon the Company's receipt of the CLEC Termination Notice. For all non-recurring charges associated with providing the collocation arrangement, the CLEC will be billed and is responsible for payment of non-recurring charges in accordance with the following (for the purposes of this section, the number of "Days" refers to business days measured from the Company's receipt of a complete application from the CLEC):

Effective date of CLEC termination on or between Days 1 to 15, CLEC owes 20% of non-recurring charges.

Effective date of CLEC termination on or between Days 16 to 30, CLEC owes 40% of non-recurring charges.

Effective date of CLEC termination on or between Days 31 to 45, CLEC owes 60% of non-recurring charges.

Effective date of CLEC termination on or between Days 46 to 60, CLEC owes 80% of non-recurring charges.

Effective date of CLEC termination after Day 60, CLEC owes 100% of non-recurring charges.

If after applying these percentages to NRCs already paid by the CLEC, any refunds are due the CLEC, such refunds shall be applied first as a credit to any accounts with balances owed by CLEC to the Company, with any remaining refund amount issued to CLEC. Engineering/Major Augment fees submitted with the application will not be refunded.

The CLEC Termination Notice must be received by the Company prior to the Scheduled Completion Date to avoid incurring any monthly recurring charges.

15. COLLOCATION SERVICE

15.10 Implementation, Termination, and Transfer of Service (Cont'd)

15.10.4 Effects of Termination

If the Company or CLEC terminates a collocation arrangement under this Tariff, the following provisions shall apply:

- (A) Equipment Removal and Monthly Recurring Charges. The CLEC shall disconnect and remove its equipment from the designated collocation space by the effective date of the termination. Upon removal by the CLEC of all its equipment from the collocation space, if the CLEC does not restore the collocation space to its original condition at time of occupancy, the CLEC will reimburse the Company for the cost to do so. Due to physical and technical constraints, removal of the CLEC entrance facility cable will be at the Company's option. The CLEC shall reimburse the Company for all costs the Company incurs to decommission DC Power and transmission cable terminations previously applied for by the CLEC.

The Company reserves the right to remove the CLEC's equipment if the CLEC fails to remove and dispose of the equipment by the effective date of the termination. The CLEC will be charged the appropriate additional labor charge in Section 19.16 for the removal and disposal of such equipment.

All monthly recurring charges will continue to be charged to the CLEC until the effective date of the termination or, at the Company discretion, until any later date up to the date that all equipment is removed and the collocation space is restored to its original condition at space turnover.

- (B) Refund of Non-Recurring Charges. If the Company or the CLEC has terminated a collocation arrangement pursuant to Sections 15.10.2 and 15.10.3 and the CLEC ("original CLEC") has paid a non-recurring charge(s) for an asset in a collocation arrangement, and is succeeded by another CLEC who uses the same asset ("subsequent CLEC"), the original CLEC will receive a refund from the Company for the remaining undepreciated amount of the asset upon occupancy by the subsequent CLEC up to the applicable non-recurring charges paid by the subsequent CLEC. If the Company uses an asset for which a CLEC paid a non-recurring charge, the Company will make a pro rata refund of such paid non-recurring charges to the CLEC. For purposes of calculating prorated refunds to a CLEC, the Company will use the economic life of the asset. Any refunds issued pursuant to this section shall be applied first as a credit to any accounts with balances owed by the CLEC to the Company, and any remaining refund amount will be issued to the CLEC. Engineering/Major Augment fees submitted with the application and any other paid non-recurring charges not associated with the asset will not be refunded.

15.10.5 Closure, Decommissioning or Sale of Premises

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

15. COLLOCATION SERVICE

15.10 Implementation, Termination, and Transfer of Service (Cont'd)

15.10.6 CLEC to CLEC Transfer of Collocation Space

A CLEC shall be allowed to transfer collocation space to another CLEC under the following conditions: (1) the premises is not at or near space exhaustion; (2) the transfer of space shall be contingent upon the Company's approval, who will not unreasonably withhold permission; (3) there are no unpaid, undisputed collocation balances between the Company and transferring CLEC; and (4) the transfer of the collocation space is in conjunction with the CLEC's sale of all, or substantially all, of the in-place collocation equipment to the acquiring CLEC.

The responsibilities of the transferring CLEC shall include: (1) submitting a letter of authorization to the Company for the transfer, (2) entering into a transfer agreement with the Company and acquiring CLEC; and (3) returning all access cards and keys to the Company. The responsibilities of the acquiring CLEC shall include: (1) submitting an application to the Company for transfer of the collocation arrangement; (2) satisfying all requirements of its interconnection agreement with the Company; (3) submitting a letter to the Company for the assumption of services; and (4) entering into a transfer agreement with the Company and transferring CLEC. It is the responsibility of the Company to ensure that the above responsibilities are completely satisfied and the transfer of space is done as quickly as possible. Nothing herein is intended to modify any rights or obligations of the parties under bankruptcy law.

15.11 Miscellaneous

The Company retains ownership of premises floor space, adjacent land and equipment used to provide all forms of collocation. The Company reserves for itself and its successors and assignees, the right to utilize the premises space in such a manner as will best enable it to fulfill its service requirements. The CLEC does not receive, as a result of entering into a collocation arrangement, any right, title or interest in Company wire center facility, the multiplexing node, multiplexing node enclosure, cable, cable space, cable racking, vault space or conduit space other than as expressly provided herein. To the extent that a CLEC requires use of a Company local exchange line, it must order a business local exchange access line (B1). A CLEC may not use Company official lines.

15.12 Virtual Collocation

(A) Description

Under virtual collocation, the Company installs and maintains CLEC provided equipment, which is dedicated to the exclusive use of the CLEC in a collocation arrangement. A CLEC provides fiber-optic facilities through Company entrance manholes for connection to the CLEC virtually collocated transmission equipment that provides interconnection to Company facilities located in the premises.

The physical point of interface for connection to the virtual arrangement is referred to as manhole zero. From this manhole into the premises, the Company shall assume ownership of and maintain the fiber. From this manhole toward the CLEC's location, the fiber optic cable remains the CLEC's responsibility, with the CLEC performing all servicing and maintaining full ownership. If the CLEC is purchasing Company provided unbundled interoffice facilities as transport, the CLEC entrance fiber is not required. All elements/services shall be connected to the output cables of the virtual collocation arrangement using Company designated cable assignments, not channel assignments.

Virtual collocation is offered on a first come, first served basis and is provided subject to the availability of space and facilities in each premises where virtual collocation is requested.

15. COLLOCATION SERVICE

15.12 Virtual Collocation (Cont'd)

(B) Implementation Intervals and Planning

The Company and the CLEC shall work cooperatively to jointly plan the implementation milestones. The Company and the CLEC shall work cooperatively in meeting those milestones and deliverables as determined during the joint planning process. A preliminary schedule will be developed outlining major milestones including anticipated delivery dates for the CLEC-provided transmission equipment and for training.

The Company will notify the CLEC of issues or unanticipated delays, as they become known. The Company and the CLEC shall conduct additional joint planning meetings, as reasonably required, to ensure all known issues are discussed and to address any that may impact the implementation process. Planning meetings shall include establishment of schedule, identification of tests to be performed, spare plug-in/card requirements, test equipment, and determination of the final implementation schedule.

The implementation interval is seventy-six (76) business days for all standard arrangement requests which were properly forecast six months prior to the application dates subject to the tariff provisions governing forecasting and capacity. The CLEC shall deliver the virtual collocation equipment to the Company premises by business day forth (40). The Company and the CLEC shall work cooperatively to schedule each site on a priority-based order. The Company and the CLEC shall mutually agree upon intervals for non-standard arrangements.

(C) Transmission Failure

In the event of a transmission failure, the obligation to determine fault location, regardless of whether the fiber span is equipped with optical regeneration equipment, lies with the transmitting end. It is the responsibility of the receiving end to report incoming signal loss to the transmitting end.

(D) Accommodations

The dedicated terminal equipment inside the Company's premises shall be provided by the CLEC and leased to the Company for the sum of one dollar after successful installation and equipment testing by the Company. The term of the operating lease will run for the duration of the virtual collocation arrangement, at which time the CLEC will remove the equipment. The CLEC will retain ownership of this equipment inside the premises. The Company will operate and maintain exclusive control over this equipment inside the premises.

Where the Company uses approved contractors for installation, maintenance or repair of Virtual collocation arrangements, the CLEC may hire the same approved contractors directly for installation, maintenance or repair of CLEC designated equipment.

Where the Company does not use contractors, CLEC designated equipment and CLEC provided facilities used in the provision of Virtual collocation will be installed, maintained and repaired by the Company. The Company will maintain and repair the CLEC designated equipment under the same timeframe and standards as its own equipment.

CLEC personnel are not allowed on the Company premises to maintain and repair on Virtual collocation equipment.

The Company shall monitor local premise and environmental alarms to support the equipment. The Company will notify the CLEC if a local office alarm detects an equipment affecting condition.

15. COLLOCATION SERVICE

15.12 Virtual Collocation (Cont'd)

(D) Accommodations (Cont'd)

The Company will be responsible to pull the fiber into and through the cable entrance facility (i.e., vault) to the virtual collocation arrangement. All installations into the cable entrance facility are performed by Company personnel or its agents.

No virtual collocation arrangement will be placed in service by the Company until necessary training has been completed (refer to Section 15.12(K)).

(E) Plug-Ins and Spare Cards

When a plug-in/card is determined by the Company to be defective, the Company will label the plug-in as defective and place it in the CLEC-dedicated plug-in/card storage cabinet. The CLEC will be notified as the plug-in/card is replaced.

The Company will not provide spare plug-ins/cards under any circumstances, nor is the Company responsible for the CLEC's failure to replace defective plug-ins/cards. The Company shall not be held responsible if the CLEC provides an inadequate supply of plug-ins/cards. The Company will segregate and secure the CLEC-provided maintenance spares in the CLEC-provided spare plug-in/card cabinet.

The CLEC shall provide the shop-wired piece of equipment fully pre-equipped with working plug-ins/cards. In addition, the CLEC shall provide the Company with maintenance spares for each plug-in/card type. The number of maintenance spares shall be the manufacturer's recommended amount, unless otherwise mutually agreed by the Company and the CLEC, provided however, that in no event shall the number of spare plug-ins/cards be less than two of each type. These spares must be tested by the CLEC prior to delivery to the Company.

In addition to maintenance spares, the CLEC will also provide any unique tools or test equipment required to maintain, turn-up, or repair the equipment.

Upon receiving notification from the Company that a plug-in/card has been replaced, the CLEC is then responsible to contact the Company operations manager to arrange exchange and replacement of the plug-in/card. Exchanged, pre-tested spares shall be provided within one week of replacement of a defective plug-in/card.

Subject to premise space availability, the CLEC shall have the option of providing a stand-alone spare plug-in/card cabinet(s) or a rack-mountable spare plug-in/card cabinet(s), to the Company's specification, to house the spare plug-ins/cards. The spare plug-in/card cabinet(s) and minimum number of maintenance spares must be provided before the virtual collocation arrangement is completed and service is established.

The amount of spare plug-ins/cards required will be based on the manufacturer's recommended amount, unless otherwise mutually agreed by the Company and the CLEC.

(F) Safety and Technical Standards

The Company reserves all rights to terminate, modify or reconfigure the provision of service to the CLEC if, in the discretion of the Company, provision of service to the CLEC may in any way interfere with or adversely affect the Company's network or its ability to service other CLECs.

15. COLLOCATION SERVICE

15.12 Virtual Collocation (Cont'd)

(F) Safety and Technical Standards (Cont'd)

It is the CLEC's responsibility to demonstrate and provide to the Company adequate documentation from an accredited source certifying compliance. CLEC equipment must conform to the same specific risk/safety/hazard standards which the Company imposes on its own premises equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher.

CLEC equipment is not required to meet the same performance and reliability standards as the Company imposes on its own equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher. The CLEC may install equipment that has been deployed by the Company for five years or more with a proven safety record.

All the CLEC's entrance facilities and splices must comply with TR – TSY – 00020, TR – NWT – 001058, BR – 760 – 200 – 030 and SR – TAP – 001421 as they relate to fire, safety, health, environmental safeguards and interference with the Company's services and facilities. Such requirements include, but are not limited to the following: (1) The fibers must be single mode; (2) The fiber optic units must be of loose tube (12 fibers) or ribbon (12 fibers) design; (3) The fiber cable must be marked according to the cable marking requirements in GR – 20 – CORE, Section 6.2.1 – 4; (4) The fiber must be identified according to the fiber and unit identification (color codes) in GR – 20 – CORE, Section 6.2.5; (5) Unless otherwise mutually agreed, the outer cable jacket shall consist of a polyethylene resin, carbon black, and suitable antioxidant system; and (6) Silica fibers shall be fusible with a commercially available fusion splicer(s) that is commonly used for this operation.

(G) Control Over Premises Based Equipment

The Company exercises exclusive physical control over the premises-based transmission equipment that terminates the CLEC's circuits and provides the installation, maintenance, and repair services necessary to assure proper operation of the virtually collocated facilities and equipment. Such work will be performed by the Company under the direction of the CLEC.

(H) Removal of Equipment

The Company reserves the right to remove facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS standards or GR – 1089 – CORE.

(I) Installation and Trouble Resolution

The Company will process and prioritize the trouble ticket in the same manner it does for its own equipment, including the dispatch of a technician to the equipment. The technician will contact the CLEC at the number provided and service the equipment as instructed and directed by the CLEC.

(J) Placement, Removal and Monitoring of Facilities and Equipment

From manhole zero toward the CLEC's location the fiber optic cable remains the CLEC's responsibility, with the CLEC performing all servicing and maintaining full ownership. The CLEC has the responsibility to remotely monitor and control their circuits terminating in the Company's premises, however, the CLEC will not enter the Company's premises under virtual collocation arrangements.

15. COLLOCATION SERVICE

15.12 Virtual Collocation (Cont'd)

(J) Placement, Removal and Monitoring of Facilities and Equipment (Cont'd)

From manhole zero toward the CLEC's location the fiber optic cable remains the CLEC's responsibility, with the CLEC performing all servicing and maintaining full ownership. The CLEC has the responsibility to remotely monitor and control their circuits terminating in the Company's premises, however, the CLEC will not enter the Company's premises under virtual collocation arrangements.

Performance and surveillance monitoring and trouble isolation shall be provided by the CLEC. A clear distinction must be made by the CLEC when submitting reports of troubles on the Company services/elements connected to the virtually collocated equipment and reports of troubles with the collocated equipment. The former can be handled using Company technicians and standard processes. The latter will require specially trained technicians familiar with the collocated equipment (refer to Section 15.12(K)).

When the CLEC isolates a trouble and determines that a Company technician should be dispatched to the equipment location for a servicing procedure, the CLEC shall enter a trouble ticket with the Company. The CLEC shall provide standard trouble information, including the virtual collocation arrangement's circuit identification, nature of the activity request, and the name and telephone number of the CLEC's technician/contact.

Responses to all equipment servicing needs will be at the CLEC's direction. Maintenance will not be performed without the CLEC's direct instruction and authorization.

If the CLEC is providing its own transport fiber for the virtual collocation arrangement, the CLEC will arrange placement of the fiber into manhole zero with enough length (as designated by the Company) to reach the virtual collocation arrangement.

Maintenance activity (trouble in the equipment) is to be tested, isolated and evaluated by the CLEC. Company technicians will perform the instructed activities on the equipment as specifically directed by the CLEC.

The CLEC shall provide, own, and operate the terminal equipment at their site outside the Company's premises.

(K) Use of Non-Standard Equipment

When a CLEC requests a virtual collocation arrangement consisting of equipment which the Company does not use in its network nor has deployed in that particular premise to provide service to itself or another CLEC, the CLEC shall be responsible for training 50%, but no fewer than five, of the Company technicians in the administrative work unit responsible for servicing the equipment. Any special tools or electronic test sets that the Company does not have at the premises involved must be provided by the CLEC with adequate manufacturer's training.

The CLEC is responsible to arrange and pay all costs (including but not limited to transportation and lodging for Company technicians) to have Telephone Company technicians professionally trained by appropriate trainers certified on the specific equipment to be used to provide the virtual collocation arrangement to the CLEC. The CLEC shall also pay for the Company technicians' time subject to tariffed rates. When travel is required, travel expenses associated with training will be charged to the CLEC based on ticket stubs and/or receipts. This includes paying for mileage according to the IRS rates for personal car mileage or airfare, as appropriate. The CLEC also has the option of arranging and paying for all travel expenses for Company technicians directly.

In the event of an equipment upgrade, the CLEC must provide secondary training subject to the provisions contained herein.

15. COLLOCATION SERVICE

15.12 Virtual Collocation (Cont'd)

(L) Additions and Rearrangements

Once the CLEC has established a virtual collocation arrangement, changes to the existing configuration, (including but not limited to, growing, upgrading, and/or reconfiguring the current equipment) are considered rearrangements to that virtual collocation arrangement. If the CLEC decides to rearrange an existing virtual collocation arrangement, the CLEC must submit a new application outlining the details of the rearrangement along with a Virtual Engineering/Major Augment fee.

(M) Application of Rates and Charges

(1) Billing

The Company will apply charges (e.g., nonrecurring and recurring rates for entry fiber, power, etc.) and commence billing for the virtual collocation arrangement upon completion of the installation, when it shall have finished all elements of the installation under its control. The readiness of the CLEC to utilize the completed virtual collocation arrangement will not impair the right of the Company to commence billing.

The Company shall charge the CLEC for all costs incurred in providing the virtual collocation arrangement, including, but not limited to, the Company's planning, engineering and installation time and costs incurred by the Company for inventory services. Any and all expenses associated with placing the CLEC's fiber in manhole zero, including license fees, shall be the responsibility of the CLEC.

(2) Virtual Engineering Fee

The Company will require a Virtual Engineering/Major Augment fee (NRC) per virtual collocation request, per premise or other Company location where the CLEC requests to establish virtual collocation. A Virtual Engineering/Major Augment fee is required to be submitted by the CLEC with its application. This fee applies for all new virtual collocation arrangements as well as subsequent additions to an existing arrangement, and provides for application processing, and for the Company's performance of an initial site visit and an engineering evaluation.

If the CLEC cancels or withdraws its request for a virtual collocation arrangement prior to turn-up, the CLEC will be liable for all costs and liabilities incurred by the Company in the developing, establishing, or otherwise furnishing the virtual collocation arrangement up to the point of cancellation or withdrawal.

(3) Other Virtual Collocation Rate Elements

The application, description, and rates of other Virtual Collocation rate elements are described in Sections 15.15 and 15.16.

15. COLLOCATION SERVICE

15.13 Microwave Collocation

Microwave collocation is available on a first-come first-served basis where technically feasible. The microwave equipment may include microwave antenna(s), mounts, towers or other antenna support equipment on the exterior of the building, and radio transmitter/receiver equipment located either inside or on the exterior of the building. All microwave antennas must be physically interconnected to Company facilities through the collocation arrangement.

(A) Accommodations

The Company will provide space within the cable riser, cable rack support structures and between the transmitter/receiver space and the roof space needed to reach the physical or virtual collocation arrangement and to access the Company's interconnection point. Waveguide may not be placed in Company cable risers or racks. The Company reserves the right to prohibit the installation of waveguide, metallic conduit and coaxial cable through or near sensitive equipment areas. The route of the waveguide and/or coaxial cable as well as any protection required will be discussed during the pre-construction survey.

The Company will designate the space in, on or above the exterior walls and roof of the premises which will constitute the roof space or transmitter/receiver space. The Company may require the CLEC's transmitter/receiver equipment to be installed in a locked cabinet which may be free standing, wall mounted or relay rack mounted. The Company may enclose the CLEC's multiplexing node or transmitter/receiver equipment in a cage or room.

At the option of the Company, the antenna support structure shall be built, owned and maintained by either the Company or by the CLEC. The Company reserves the right to use existing support structures for a CLEC's antenna, subject to space and capacity limitations. The Company also reserves the right to use any unused portion of a support structure owned by a CLEC for any reason, subject to the provisions set forth below. It shall be the responsibility of the owner of the support structure to maintain a record of the net book value of the structure. When the Company is the owner of the structure, it shall keep such records in accordance with the FCC's Part 32 uniform system of accounts. When the CLEC is the owner of the structure, it shall keep such records in accordance with generally accepted accounting principles.

The owner of the support structure shall use reasonable efforts to accommodate requests by other CLECs to use the support structure for microwave interconnection on a first-come first-served basis.

For those interconnecting via microwave facilities, transmitter/receiver equipment may be located in the CLEC's interior collocation space, or in a separate location inside or on the exterior of the building as determined by the Company.

(B) Security

The Company will permit the CLEC's employees, agents and contractors approved by the Company to have access to the areas where the CLEC's microwave antenna and associated equipment (e.g., tower and support structure, transmitter/receiver equipment, and waveguide and/or coaxial cable) is located during normal business hours for installation and routine maintenance, provided that the CLEC employees, agents and contractors comply with the policies and practices of the Company pertaining to fire, safety and security. Such approval will not be unreasonably withheld. During non-business hours, the Company will provide access on a per event basis.

The Company will also permit all approved employees, agents and contractors of the CLEC to have access to the CLEC's cable and associated equipment (e.g., repeaters). This will include access to riser cable, cableways, and any room or area necessary for access.

15. COLLOCATION SERVICE

15.13 Microwave Collocation (Cont'd)

(C) Safety and Technical Standards (Cont'd)

The Company reserves the right to remove facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS standards or electromagnetic compatibility and electrical safety generic criteria for network telecommunication equipment specified in GR – 1089 – CORE. The Company will provide 90 days notice of the change unless it is due to an emergency which renders notice impossible.

The Company reserves the right to review wind or ice loadings, etc., for antennas over 18 inches in diameter or for any multiple antenna installations, and to require changes necessary to insure that such loadings meet generally accepted engineering criteria for radio tower structures.

The minimum height of equipment placement, such as microwave antennas, must be eight feet from the roof. For masts, towers and/or antennas over 10 feet in height, the CLEC or if applicable, the Company, shall have the complete structure, including guys and supports, inspected every two years by an acceptable licensed professional engineer of its choice specializing in this type of inspection. For CLEC owned structures that are solely for the use of one CLEC's antenna(s), such inspection will be at the CLEC's own cost and expense. For structures used by multiple CLECs, the costs associated with such inspection shall be apportioned based on relative capacity ratios. A copy of this report may be filed with the Company within 10 days of the inspection. The owner shall be responsible to complete all maintenance and/or repairs, as recommended by the engineer, within 90 days.

The CLEC shall provide written notice to the Company of any complaint (and resolution of such complaint) by any governmental authority or others pertaining to the installation, maintenance or operation of the CLEC's facilities or equipment located in roof space or transmitter/receiver space. The CLEC also agrees to take all necessary corrective action.

All CLEC microwave equipment to be installed in or on the exterior of the Company premises must be on the Company's list of approved products, or equipment that is demonstrated as complying with the technical specifications described herein. Where a difference may exist in the specifications, the more stringent shall apply.

The CLEC must comply with Company technical specifications for microwave collocation interconnection specified in NIP – 74171 and the Company's digital switch environmental requirements specified in NIP – 74165, as they relate to fire, safety, health, environmental, and network safeguards, and ensure that CLEC provided equipment and installation activities do not act as a hindrance to Company services or facilities. The CLEC's equipment placed in or on roof space or transmitter/receiver space must also comply with all applicable rules and regulations of the FCC and the FAA.

CLEC facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current edition of NIP – 74171, national electric code, the national electrical safety code, rules and regulations of the OSHA, and any governing authority having jurisdiction.

All CLEC microwave facilities must comply with Bellcore specifications regarding microwave and radio based transmission and equipment, CEF, BR – 760 – 200 – 030, and SR – TAP – 001421; and the Company's practices as they relate to fire, safety, health, environmental safeguards transmission and electrical grounding requirements, or interference with Company services or facilities.

The equipment located in, on or above the exterior walls or roof of the Company's building must either be on the Company's list of approved products or fully comply with requirements specified in GR – 63 – CORE, GR – 1089 – CORE and NIP 74171. This equipment must also comply with NIP – 74160, premise engineering environmental and transmission standards as they relate to fire, safety, health, environmental safeguards, or interference with Company service or facilities.

15. COLLOCATION SERVICE

15.13 Microwave Collocation (Cont'd)

(C) Safety and Technical Standards (Cont'd)

Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate federal, state and/or local regulations governing the safe levels of radio frequency radiation. The minimum standard to be met by the CLEC in all cases is specified in ANSI C95.1 – 1982.

CLEC equipment must conform to the same specific risk, safety, hazard standards which the Company imposes on its own premises equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher. CLEC equipment is not required to meet the same performance and reliability standards as the Company imposes on its own equipment as defined in RNSA – NEB – 95 – 0003, Revision 10 or higher.

(D) Placement and Removal of Facilities and Equipment

Prior to installation of the CLEC's facilities or transmission equipment for microwave interconnection, the CLEC must obtain at its sole cost and expense all necessary licenses, permits, approvals, and/or variances for the installation and operation of the equipment and particular microwave system, and when applicable for any towers or support structures, as may be required by authorities having jurisdiction.

The CLEC is not permitted to penetrate the building exterior wall or roof when installing or maintaining transmission equipment and support structures. All building penetration will be done by the Company or a hired agent of the Company.

Any CLEC's equipment used to produce or extract moisture must be connected to existing or newly constructed building or roof top drainage systems, at the expense of the CLEC.

The CLEC will be responsible for supplying, installing, maintaining, repairing and servicing the following microwave specific equipment: Waveguide, waveguide conduit, and/or coaxial cable, the microwave antenna and associated tower and support structure and any associated equipment; and the transmitter/receiver equipment and any required grounding.

The CLEC may install equipment that has been deployed by the Company for five years or more with a proven safety record.

(E) Moves, Replacements or Other Modifications

Where the CLEC intends to modify, move, replace or add to equipment or facilities within or about the roof space or transmitter/receiver space(s) and requires special consideration (e.g., use of freight elevators, loading dock, staging area, etc.), the CLEC must request and receive written consent from the Company. Such consent will not be unreasonably withheld. The CLEC shall not make any changes from initial installation in terms of the number of transmitter/receivers, type of radio equipment, power output of transmitters or any other technical parameters without the prior written approval of the Company.

15. COLLOCATION SERVICE

15.13 Microwave Collocation (Cont'd)

(F) Space and Facilities

Monthly rates are applicable to each microwave CLEC for the space (generally on the premises roof) associated with Company or CLEC owned antenna support structures. The rate is calculated using the rate per square foot, multiplied by the square footage of the foot print, which resultant is multiplied by the CLEC's RCRs, (i.e., the sum of the RCRs of each of the CLEC's antennas).

Square footage for the footprint will be based on the length times width of the entire footprint formed on the horizontal plane (generally the roof top) by the antenna(s), tower(s), mount(s), guy wires and/or support structures used by the CLEC. For a non-rectangular footprint, the length will be measured at the longest part of the footprint and the width will be the widest part of the footprint.

The owner of the support structure may charge CLECs proposing to use the structure, on a one-time basis, for the following costs and/or values. Any incremental costs associated with installing the user's antenna, including but not limited to, the costs of engineering studies, roof penetrations, structural attachments, support structure modification or reinforcement, zoning and building permits. A portion of the net book value of the support structure based on the relative capacity ratio (RCR) of the user's proposed antenna(s) to be mounted on the structure. A user's RCR represents the percent of the total capacity of the support structure used by user's antenna(s) on the structure. Spare capacity shall be deemed to be that of the owner of the structure. RCRs shall be expressed as a two place decimal number, rounded to the nearest whole percent. The sum of all user's RCRs and the owner's RCR shall at all times equal 1.00. It shall be the responsibility of the owner of the structure to provide the proposed user the net book value of the structure at the time of the proposed use. Upon request, the owner shall also provide the proposed user accounting records or other documentation supporting the net book value.

The owner of the structure may not assess other users of the structure any charges in addition to the one-time charge described above, except that the owner of the structure may assess other user's a proportionate share of inspection costs and the Company may assess microwave CLECs monthly recurring charges for use of its roof space. At the time a CLEC (including the owner) proposes to attach additional antennas to an existing support structure, it shall be the responsibility of that CLEC to obtain, at their cost and expense, an engineering analysis by a registered structural engineer to determine the relative capacity ratio of all antennas on the structure, including the proposed antennas.

When a CLEC is the owner of the structure, the proposed user shall pay the owner directly the one-time charge as set forth above. When the Company is the owner of the support structure, it shall determine the charge on an individual case basis. In the event that a CLEC who owns the support structure fails to comply with these provisions, at the Company's option, ownership of the support structure shall transfer to the Company.

Costs incurred by the Company to conduct a review for wind or ice loadings (etc.) for antennas over 18 inches in diameter, or for any multiple antenna installation, and any changes which may be required thereto in order to insure that such loadings meet generally accepted engineering criteria for radio tower structures, will be billed to the CLEC.

(G) Emergency Power and/or Environmental Support

In the event special work must be done by the Company to provide emergency power or environmental support to the transmitter/receiver equipment or antenna, the CLEC will be billed on a time and materials basis for the costs incurred.

15. COLLOCATION SERVICE

15.13 Microwave Collocation (Cont'd)

(H) Escorting

When a CLEC is escorted by a qualified Company employee for access to the roof space, transmitter/receiver space, or cable risers and racking for maintenance, the miscellaneous labor charges as set forth in Section 15.16.51 will apply.

15.14 Rate Regulations

15.14.1 Rates and Charges

Except as otherwise described herein, the rates for Company collocation services provided pursuant to this Tariff are set forth in Section 15.16. The tariffed rates herein may be superseded by rates contained in future regulatory orders or as otherwise required by legal requirements.

15.15 Description and Application of Rate Elements

15.15.1 Non-Recurring Charges

The following are nonrecurring charges (one-time charges) that apply for specific work activity.

(A) Engineering/Major Augment Fee

The Engineering/Major Augment Fee applies for each initial caged, cageless, virtual, or microwave collocation request and major augment requests for existing caged, cageless, and virtual collocation arrangements. This charge recovers the costs of the initial walkthrough to determine if there is sufficient collocation space, the best location for the collocation area, what building modifications are necessary to provide collocation, and if sufficient DC power facilities exist in the premises to accommodate collocation. This fee also includes the total time for the Building Services Engineer and the time for the Outside Plant and Central Office Engineers to attend status meetings.

(B) Minor Augment Fee

The Minor Augment Fee applies for each minor augment request of an existing caged, cageless, virtual, or microwave collocation arrangement that does not require additional AC or DC power systems, HVAC system upgrades, or additional cage space. Minor augments are those requests that require the Company to perform a service or function on behalf of the CLEC including, but not limited to: installation of Virtual equipment cards or software upgrades, removal of Virtual equipment, requests to pull cable from exterior microwave facilities and requests to terminate DSO, DS1 and DS3 cables.

(C) Access Card Administration

The Access Card Administration rate covers activities associated with the issuance and management of premises access cards. The rate is applied on a per card basis.

(D) Cage Enclosure

The Cage Enclosure rate is applied per caged arrangement. This rate includes the labor and materials to recover the costs incurred in constructing the CLEC's cage, cage gate, and grounding bar. There are five caged enclosure rate elements based on the size of the cage: 25 to 100 square feet; 101 to 200 square feet; 201 to 300 square feet; 301 to 400 square feet; and 401 to 500 square feet.

15. COLLOCATION SERVICE

15.15 Description and Application of Rate Elements (Cont'd)15.15.1 Non-Recurring Charges (Cont'd)(E) Cage Enclosure Augment

The Cage Enclosure Augment rate is applied per square foot of fencing when a CLEC requests additional fencing for an existing caged arrangement.

(F) BITS Timing

The non-recurring charge for BITS Timing includes engineering, materials, and labor costs to wire a BITS port to the CLEC's equipment. If requested, it is applied on a per project basis.

(G) Overhead Superstructure

The Overhead Superstructure charge is applied for each initial caged and cageless collocation application. The Overhead Superstructure charge is designed to recover the Company's engineering, material, and installation costs for extending dedicated overhead superstructure.

(H) Facility Pull -Engineering

The Facility Pull -Engineering charge is applied per project to recover the engineering costs of pulling metallic cable or fiber optic patchcord from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel or fiber distribution panel. The charge would also apply per project to recover the engineering costs of pulling transmission cable from microwave antennae facilities on the rooftop to the collocation cage or relay rack.

(I) Facility Pull

The Facility Pull charge is applied per cable run and recovers the labor cost of pulling metallic cable or fiber optic patchcord from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel, or fiber distribution panel.

(J) Cable Termination

The Cable Termination charge is applied per cable or fiber optic patchcord terminated and is designed to recover the labor cost of terminating or disconnecting transmission cable and fiber optic patchcord from the collocation cage or relay rack to the Main Distribution Frame block, DSX panel, or fiber distribution panel.

(K) Fiber Cable Pull-Engineering

The Fiber Cable Pull-Engineering charge is applied per project to cover the engineering costs for pulling the CLEC's fiber cable, when necessary, into the Company's central office.

(L) Fiber Cable Pull-Place Innerduct

The Fiber Cable Pull-Place Innerduct charge is applied per linear foot to cover the cost of placing innerduct. Innerduct is the split plastic duct placed from the cable vault to the CLEC's equipment area through which the CLEC's fiber cable is pulled.

15. COLLOCATION SERVICE

15.15 Description and Application of Rate Elements (Cont'd)

15.15.1 Non-Recurring Charges (Cont'd)

(M) Fiber Cable Pull-Labor

This charge is applied per linear foot and covers the labor costs of pulling the CLEC's fiber cable into the Company's central office.

(N) Fiber Cable Pull-Fire Retardant

This charge is associated with the filling of space around cables extending through walls and between floors with a non-flammable material to prevent fire from spreading from one room or floor to another.

(O) Fiber Splice-Engineering

The Fiber Splice-Engineering charge is applied per project and covers the engineering costs for fiber cable splicing projects.

(P) Fiber Splice

The Fiber Splice charge is applied per fiber cable spliced and recovers the labor cost associated with the splicing.

(Q) DC Power

Non-recurring charges for DC Power are applied for each caged, cageless, and virtual collocation application and major DC Power augments to existing arrangements. These charges recover the Company's engineering and installation costs for pulling and terminating DC power cables to the collocation area. For initial applications, each DC Power feed will require two (2) cables.

(R) Cable Material Charges

The CLEC has the option of providing its own cable or the Company may, at the CLEC's request, provide the necessary transmission and power cables for caged, cageless and virtual collocation arrangements. If the Company provides these cables, the applicable Cable Material Charge will be charged.

(S) Adjacent Engineering Fee

The Adjacent Engineering Fee provides for the initial activities of the Central Office Equipment Engineer, Land & Building Engineer and the Outside Plant Engineer associated with determining the capabilities of providing Adjacent On-Site collocation. The labor charges are for an on-site visit, preliminary investigation of the manhole/conduit systems, wire center and property, and contacting other agencies that could impact the provisioning of adjacent collocation.

(T) Adjacent Fiber Cable Pull-Engineering

The Adjacent Fiber Cable Pull-Engineering fee provides for engineering associated with pulling the CLEC's fiber cable in an adjacent collocation arrangement. The Adjacent Fiber Cable Pull-Engineering charge includes the time incurred by the Outside Plant Engineer on the project to determine the conduit/ subduct assignment and associated outside plant activity to complete the work.

15. COLLOCATION SERVICE

15.15 Description and Application of Rate Elements (Cont'd)15.15.1 Non-Recurring Charges (Cont'd)(U) Adjacent Fiber Cable Pull-Place Innerduct

This NRC covers the cost for placing innerduct, if required for adjacent collocation, which is the split plastic duct placed from the cable vault to the CLEC's equipment area through which the CLEC's fiber is pulled.

(V) Adjacent Fiber Cable Pull-Labor

This charge covers the labor costs for pulling CLEC fiber cable for an adjacent collocation arrangement. Refer to Adjacent Fiber Cable Pull-Engineering above.

(W) Adjacent-Cable Fire Retardant

This charge is associated with the filling of space around cables extending through walls and between floors with a non-flammable material to prevent fire from spreading from one room or floor to another.

(X) Adjacent Metallic Cable Pull-Engineering

This NRC covers the engineering costs of pulling metallic cable for adjacent collocation into the Company wire center. For adjacent collocation, the metallic cable will be spliced in the cable vault to a stubbed connector located on the vertical side of the main distribution frame to provide proper protection for central office equipment.

(Y) Adjacent Metallic Cable Pull-Labor

This charge covers the labor costs of pulling metallic cable for adjacent collocation into the Company wire center.

(Z) Adjacent Cable Splice-Engineering

This charge covers the outside plant engineering costs for cable splice projects associated with an adjacent collocation arrangement.

(AA) Adjacent DS1/DS0 Cable Splice-Greater Than 200 Pair

This charge is for the labor to splice metallic cables and is based on a per pair spliced.

(AB) Adjacent DS1/DS0 Cable Splice-Less Than 200 Pair

This charge is for the labor to splice metallic cables and is based on a per pair spliced.

(AC) Adjacent Fiber Cable Splice

This charge covers the labor to splice fiber cables and is based on a per fiber spliced.

(AD) Adjacent Facility Pull-Engineering

This charge covers the engineering cost associated with the interconnection wire (cable) from the main distribution frame connector to a termination block or DSX panel.

15. COLLOCATION SERVICE

15.15 Description and Application of Rate Elements (Cont'd)

15.15.1 Non-Recurring Charges (Cont'd)

(AE) Adjacent Facility Pull-Labor

This charge covers the labor of running the interconnection wire (cable) from the main distribution frame connector to a termination block or DSX panel.

(AF) Adjacent Cable Termination

These charges cover the labor to terminate interconnection wire (cable) for adjacent collocation to the main distribution frame block, DSX panel, or fiber distribution panel.

(AG) Collocation Space Report

When requested by a CLEC, the Company will submit a report that indicates the Company's available collocation space in a particular premises. The report will be issued within ten calendar days of the request. The report will specify the amount of collocation space available at each requested premises, the number of collocators and any modifications in the use of the space since the last report. The report will also include measures that the Company is taking to make additional space available for collocation.

(AH) Miscellaneous Services-Labor

Additional labor, if required, by the Company to complete a collocation request, disconnect collocation power cables, remove collocation equipment, or perform inventory services for CLECs will be rated as set forth in Section 15.16.

(AI) Engineering/Major Augment Fee (Microwave Only)

The Engineering/Major Augment Fee for Microwave Collocation applies when an existing Caged and Cageless collocation arrangement is augmented with newly installed microwave antennae and other exterior facilities. This charge recovers the costs of the initial walkthrough to determine if there is sufficient space, the best location for the microwave antennae and other exterior facilities, what building modifications are necessary, if any, and if sufficient support facilities exist in the premises to accommodate the microwave antennae and other exterior facilities. This fee also includes the total time for the Building Services Engineer to coordinate the entire project.

(AJ) Facility Pull (Microwave Only)

The Facility Pull charge is applied per linear foot and recovers the labor cost of pulling transmission cable from the microwave antennae and other exterior facilities on the rooftop to the transmission equipment in the collocation cage or relay rack.

(AK) Building Penetration for Microwave Cable

The reasonable costs to penetrate buildings for microwave cable to connect microwave antennae facilities and other exterior facilities to the transmission equipment in the collocation cage or relay rack will be determined and applied on an individual case basis, where technically feasible, as determined by the initial and subsequent Engineering surveys.

15. COLLOCATION SERVICE

15.15 Description and Application of Rate Elements (Cont'd)

15.15.1 Non-Recurring Charges (Cont'd)

(AL) Special Work for Microwave

The costs incurred by the Company for installation of CLEC's microwave antennae and other exterior facilities that are not recovered via other microwave rate elements will be determined and applied on an individual case basis.

(AM) Virtual Equipment Installation

The Virtual Equipment Installation charge is applied on a per quarter rack (or quarter bay) basis and recovers the costs incurred by the Company for engineering and installation of the virtual collocation equipment. This charge would apply to the installation of powered equipment including, but not limited to, ATM, DSLAM, frame relay, routers, OC3, OC12, OC24, OC48, and NGDLC. This charge does not apply for the installation of splitters.

(AN) Virtual Software Upgrade

The Virtual Software Upgrade charge is applied per base unit when the Company, upon CLEC request, installs software to upgrade equipment for an existing Virtual Collocation arrangement.

(AO) Virtual Card Installation

The Virtual Card Installation charge is applied per card when the Company, upon CLEC request, installs additional cards for an existing Virtual Collocation arrangement.

(AP) Cage Ground Bar

If a CLEC elects to subcontract collocation cage construction to a Company approved contractor, the Company will provision a ground bar in the CLEC's cage. The charge is applied per ground bar and recovers the material and labor costs to install the grounding bar, including necessary grounding wire.

(AQ) Dedicated Transit Service (DTS) Service Order Charge

Applied per DTS order to the requesting CLEC for recovery of DTS order placement and issuance costs. The manual charge applies when the semi-mechanized ordering interface is not used.

(AR) Dedicated Transit Service (DTS) – Service Connection CO Wiring

Applied per DTS circuit to the requesting CLEC for recovery of DTS circuit material, wiring, and service turn-up/disconnection for DS0, DS1, DS3, and dark fiber circuits.

(AS) Dedicated Transit Service (DTS) – Service Connection Provisioning

Applied per DTS order to the requesting CLEC for recovery of circuit design and labor costs associated with the provisioning and disconnection of DS0, DS1, DS3 and dark fiber circuits for DTS.

15. COLLOCATION SERVICE

15.15 Description and Application of Rate Elements (Cont'd)15.15.2 Monthly Charges

The following are monthly charges. Monthly charges apply each month or fraction thereof that Collocation Service is provided.

(A) Caged Floor Space

Caged Floor Space is the cost per square foot to provide environmentally conditioned caged floor space to the CLEC. Environmentally conditioned space is that which has proper humidification and temperature controls to house telecommunications equipment. The cost includes only that which relates directly to the land and building space itself.

(B) Relay Rack Floor Space

The Relay Rack Floor Space charge provides for the environmentally conditioned floor space that a relay rack occupies based on linear feet. The standardized relay rack floor space depth is based on half the aisle area in front and back of the rack, and the depth of the equipment that will be placed within the rack.

(C) Cabinet Floor Space

The Cabinet Floor Space charge provides for the environmentally conditioned floor space that a telecommunications equipment cabinet occupies based on linear feet. The standardized floor space depth is based on the size of the cabinet and half of the aisle in the front and rear of the cabinet. The cabinet size is based on the Company's standard cabinet size of 33 inches by 29 inches.

(D) Cable Subduct Space-Manhole

This charge applies per project per month and covers the cost of the space that the outside plant fiber occupies within the manhole.

(E) Cable Subduct Space

The Subduct Space charge covers the cost of the subduct space that the outside plant fiber occupies and applies on a per linear foot basis.

(F) Fiber Cable Vault Splice

The Fiber Cable Vault Splice charge applies per splice and covers the material cost associated with the CLEC's fiber cable splice within the Company's cable vault.

(G) Cable Rack Space-Metallic

The Cable Space-Metallic charge is applied for each DS0, DS1 and DS3 cable run. The charge is designed to recover the space utilization cost that the CLEC's metallic and coaxial cable occupies within the Company.

(H) Cable Rack Space-Fiber

The Cable Rack Space-Fiber charge recovers the space utilization cost that the CLEC's fiber cable occupies within the Company's cable rack system.

15. COLLOCATION SERVICE

15.15 Description and Application of Rate Elements (Cont'd)15.15.2 Monthly Charges (Cont'd)(I) DC Power

The DC Power monthly charge is applied on a per load amp basis with a 5 amp minimum for each caged, cageless, and virtual collocation arrangement. This charge is designed to recover the monthly facility and utility expense to power the collocation equipment.

(J) Facility Termination

This charge is applied per cable terminated. This charge is designed to recover the labor and material costs of the applicable main distribution frame 100 pair circuit block, DSX facility termination panel, or fiber distribution panel.

(K) BITS Timing

The BITS Timing monthly charge is designed to recover equipment and installation cost to provide synchronized timing for electronic communications equipment. This rate is based on a per port cost.

(L) Building Modification

The Building Modification monthly charge is applied to each caged and cageless arrangement and is associated with provisioning the following items in the Company's premises: security, dust partition, ventilation ducts, demolition/site work, lighting, outlets, and grounding equipment.

(M) Environmental Conditioning

The Environmental Conditioning charge is applied to each caged, cageless, and virtual arrangement on a per load amp increment (5 amp minimum) based on the CLEC's DC Power requirements. This charge is associated with the provisioning of heating, ventilation, and air conditioning systems for the CLEC's equipment in the Company's premises.

(N) Adjacent Cable Subduct Space-Manhole

This charge covers the space utilization cost that the outside plant fiber or metallic cable occupies within the manhole.

(O) Adjacent Cable Subduct Space

The Adjacent Cable Subduct Space charge covers the space utilization cost of the subduct that the outside plant fiber or metallic cable occupies within the conduit system.

(P) Adjacent Conduit Space (Metallic)-Manhole

This charge covers the space utilization cost that the outside plant metallic cable occupies within the manhole.

(Q) Adjacent Conduit Space (Metallic)

This charge covers the space utilization cost that the outside plant metallic cable occupies within the conduit system.

15. COLLOCATION SERVICE

15.15 Description and Application of Rate Elements (Cont'd)

15.15.2 Monthly Charges (Cont'd)

- (R) Adjacent Facility Termination DS0 Cable
This charge is applied per 100 pair cable terminated. This charge is designed to recover the labor and material cost of the main distribution frame 100 pair circuit block.
- (S) Adjacent Facility Termination DS1 Cable
The Facility Termination (DS1) charge is applied per 28 pair DS1 cable terminated. This charge is designed to recover the labor and material cost of the DSX facility termination panel.
- (T) Adjacent Facility Termination DS3 Cable
The Facility Termination (DS3) charge is applied per DS3 cable terminated. This charge recovers the labor and material cost of the DSX facility termination panel.
- (U) Adjacent Cable Vault Space
The Adjacent Cable Vault Space charge covers the cost of the space the CLEC's cable occupies within the cable vault. The charge is based on the diameter of the cable or subduct.
- (V) Adjacent Cable Rack Space
This charge covers the space utilization cost that the CLEC's fiber, metallic or coaxial cable occupies within the cable rack system. The charge is based on the linear feet occupied.
- (W) Microwave Rooftop Space
Microwave Rooftop Space is the cost per square foot to provide rooftop space to the CLEC for microwave antennae and other exterior facilities. The cost includes only that which relates directly to the land and building space itself.
- (X) Virtual Equipment Maintenance
The Virtual Equipment Maintenance charge is applied on a per quarter rack (or quarter bay) basis and recovers the costs incurred by the Company for maintenance of the CLEC's virtual collocation equipment. This charge would apply to the maintenance of equipment including, but not limited to: ATM, DSLAM, frame relay, routers, OC3, OC12, OC24, OC48, and NGDLC. This charge does not apply for the maintenance of splitters.

15. COLLOCATION SERVICE

15.16 Rates and Charges

	<u>NRC</u>	<u>MONTHLY CHARGE</u>
15.16.1 Engineering/Major Augment Fee, Per Occurrence		
Caged or Cageless	\$ 1,380.25	--
Virtual	756.67	--
Microwave Augment	1,091.17	--
15.16.2 Minor Augment Fee, Per Occurrence	256.69	--
15.16.3 Access Card Administration, Per Card	31.64	--
15.16.4 Cage Enclosure, Per Cage		
25-100 Sq.Ft. Cage	3,855.82	--
101-200 Sq.Ft. Cage	5,148.52	--
201-300 Sq.Ft. Cage	6,441.22	--
301-400 Sq.Ft. Cage	7,742.26	--
401-500 Sq.Ft. Cage	9,034.96	--
15.16.5 Cage Enclosure Augment		
Per Sq. Ft. Fencing	11.81	--
15.16.6 BITS Timing,		
Per Project	209.66	--
Per Month, Per Port	--	\$ 8.58
15.16.7 Overhead Superstructure, Per Project	1,247.53	--
15.16.8 Facility Pull-Engineering		
Per Project	83.61	--
15.16.9 Facility Pull-Labor, Per Cable Run		
Metallic	128.80	--
Fiber Optic Patchcord	212.75	--
15.16.10 Cable Termination		
DSO Cable, per 100 pair cable terminated	4.60	--
DS1 Cable, per 28 pair cable terminated	1.15	--
DS3 Coaxial Cable (Preconnectorized), per cable terminated	1.15	--
DS3 Coaxial Cable (Unconnectorized), per cable terminated	11.49	--
Fiber Optic Patchcord, per termination	1.15	--
Category 5 Cable, per 25 pair cable terminated	1.15	--
15.16.11 Fiber Cable Pull-Engineering		
Per Project	1,371.12	--
15.16.12 Fiber Cable Pull-Place Innerduct		
Per Linear Foot	0.73	--
15.16.13 Fiber Cable Pull-Labor		
Per Linear Foot	0.49	--

15. COLLOCATION SERVICE

15.16 Rates and Charges (Cont'd)

	<u>NRC</u>	<u>MONTHLY CHARGE</u>
15.16.14 Fiber Cable Pull-Cable-Fire Retardant Per Occurrence	\$ 45.98	--
15.16.15 Fiber Cable Splice-Engineering Per Splicing Project	68.56	--
15.16.16 Fiber Cable Splice Per Fiber Strand	41.03	--
15.16.17 DC Power		
Engineering, Per Project	83.61	--
Cable Pull/Termination, Per Cable	395.25	
Ground Wire, Per Wire	9.38	--
Facility and Utility, Per Load Amp (5 Amp Min)	--	\$ 14.30
15.16.18 Cable Material Charge		
Facility Cable, Per Cable Run		
DSO Cable (Connectorized)		
100 Pair	265.43	--
DS1 Cable (Connectorized)	121.70	--
DS3 Coaxial Cable	36.12	--
Fiber Optic Patchcord-24 Fiber (Connectorized)	775.15	--
Facility Cable, Per linear Foot		
Category 5 (Connectorized)	1.14	--
Power Cable, Per Cable Run		
Wire Power 1/0	32.83	--
Wire Power 2/0	40.20	--
Wire Power 3/0	49.58	--
Wire Power 4/0	62.98	--
Wire Power 350 MCM	111.89	--
Wire Power 500 MCM	219.09	--
Wire Power 750 MCM	337.68	--
15.16.19 Caged Floor Space, Per Square Foot, Per Month	--	1.78
15.16.20 Relay Rack Floor Space, Per Linear Foot, Per Month	--	7.58
15.16.21 Cabinet Floor Space, Per Linear Foot, Per Month	--	10.25
15.16.22 Cable Subduct Space-Manhole Per Subduct, Per Month	--	3.59

15. COLLOCATION SERVICE

15.16 Rates and Charges (Cont'd)

	<u>NRC</u>	<u>MONTHLY CHARGE</u>
15.16.23 Cable Subduct Space Per Linear Foot, Per month	--	\$ 0.02
15.16.24 Fiber Cable Vault Splice-48 Fiber Material, Per Splice, Per month	--	6.44
15.16.25 Fiber Cable Vault Splice-96 Fiber Material, Per Splice, Per Month	--	19.90
15.16.26 Cable Rack Space-Metallic Per Cable Run, Per Month	--	0.15
15.16.27 Cable Rack Space-Fiber Fiber Entrance Facility Cable, Per Innerduct Foot, Per Month	--	0.005
Fiber Optic Patchcord to Fiber Distribution Frame, Per Cable, Per Month	--	0.11
15.16.28 Facility Termination DSO, Per 100 Pair, Per Month	--	2.68
DS1, Per 28 Pair, Per Month	--	8.23
DS3, Per DS3, Per Month	--	20.91
Fiber Optic Patchcord, Per Connector, Per Month	--	0.37
15.16.29 Building Modification Per Request	--	112.67
15.16.30 Environmental Conditioning Per Load Amp DC Power (5 Amp Min)	--	1.52
15.16.31 Adjacent Engineering Fee On-Site, Per Occurrence	\$ 1,292.21	--
15.16.32 Adjacent Fiber Cable Pull- Engineering, Per Project	\$ 1,371.12	--
15.16.33 Adjacent Fiber Cable Pull-Place Innerduct, Per Linear Foot	0.73	--

15. COLLOCATION SERVICE

15.16 Rates and Charges

	<u>NRC</u>	<u>MONTHLY CHARGE</u>
15.16.34 Adjacent Fiber Cable Pull-Labor Per Linear Foot	0.49	--
15.16.35 Adjacent Cable Fire Retardant Per Occurrence	45.98	--
15.16.36 Adjacent Metallic Cable Pull- Engineering, Per Project	1,371.12	--
15.16.37 Adjacent Metallic Cable Pull-Labor Per Linear Foot	0.60	--
15.16.38 Adjacent Metallic Cable Splice Engineering, Per Splicing Project	68.56	--
Greater than 200 Pair, Per DSO/DS1 Pair	0.65	--
200 Pair or Less, Per DSO/DS1 Pair	1.20	--
15.16.39 Adjacent Fiber Cable Splice Engineering, Per Splicing Project	68.56	--
48 Fiber or Less, Per Fiber Strand	41.03	--
Greater than 48 Fiber, Per Fiber Strand	38.64	--
15.16.40 Adjacent Metallic Facility Pull-Engineering Per Project	83.61	--
15.16.41 Adjacent Metallic Facility Pull Per Linear Foot	\$ 1.15	--
15.16.42 Adjacent Cable Termination DSO Cable (Connectorized) Per 100 Pair	4.60	--
DSO Cable (Unconnectorized) Per 100 Pair	45.98	--
DS1 Cable (Connectorized) Per 28 Pair	1.15	--
DS1 Cable (Unconnectorized) Per 28 Pair	34.48	--
DS3 Coaxial Cable (Connectorized) Per DS3	1.15	--
DS3 Coaxial Cable (Unconnectorized) Per DS3	11.49	--
Fiber Cable, Per Fiber Termination	41.03	--
Category 5 Cable (Connectorized), Per 25 Pair	1.15	--
15.16.43 Adjacent Subduct Space Manhole, Per Subduct	--	\$ 3.59
Per Linear Foot	--	0.02

FACILITIES FOR INTRASTATE ACCESS

15. COLLOCATION SERVICE

15.16 Rates and Charges (Cont'd)

	<u>NRC</u>	<u>MONTHLY CHARGE</u>
15.16.44 Adjacent Conduit Space (4" Duct)		
Manhole, Metallic, Per Conduit	--	6.81
Metallic, Per Linear Foot	--	0.03
15.16.45 Adjacent Facility Termination-Material		
DSO Cable, Per 100 Pair	--	2.68
DS1 Cable, Per 28 Pair	--	8.23
DS3 Cable, Per Coaxial	--	20.91
15.16.46 Adjacent Cable Vault Splice		
Per 1200 Pair, Material, Per Splice Closure	--	\$ 294.23
Per 900 Pair, Material, Per Splice Closure	--	214.45
Per 600 Pair, Material, Per Splice Closure	--	142.61
Per 100 Pair, Material, Per Splice Closure	--	30.14
Per 48 Fiber, Material, Per Splice Closure	--	6.44
Per 48 Fiber, Per Subduct	--	0.66
Per 96 Fiber, Material, Per Splice Closure	--	19.90
Per 96 Fiber, Per Subduct	--	0.66
15.16.47 Adjacent Cable Rack Space		
Metallic DSO, Per Linear Foot	--	.003
Metallic DS1, Per Linear Foot	--	.002
Fiber, Per Innerduct Foot	--	.005
Coaxial, Per Linear Foot	--	.01
15.16.48 Collocation Space Report-Per Wire Center or Access Tandem Requested	\$ 997.83	--
15.16.49 Labor Rates, Per Technician		
Basic Business Day		
1 st Half Hour	48.31	--
Each Additional Half Hour	24.15	--
Overtime Non-Business Day		
1 st Half Hour	100.00	--
Each Additional Half Hour	75.00	--
Premium Non-Business Day		
1 st Half Hour	150.00	--
Each Additional Half Hour	125.00	--
15.16.50 Facility Pull (Microwave Only), Per Linear Foot	1.15	--
15.16.51 Microwave Rooftop Space		
Per Square Foot, Per Month	--	1.78
15.16.52 Building Penetration for Microwave Cable, Per Occurrence	ICB	

15. COLLOCATION SERVICE

15.16 Rates and Charges (Cont'd)

	<u>NRC</u>	<u>MONTHLY CHARGE</u>
15.16.53 Special Work for Microwave, Per Occurrence	ICB	
15.16.54 Virtual Equipment Installation, Per Quarter Rack	3,693.59	--
15.16.55 Virtual Software Upgrade, Per Base Unit	98.62	--
15.16.56 Virtual Card Installation, Per Card	238.54	--
15.16.57 Virtual Equipment Maintenance, Per Quarter Rack		71.23
15.16.58 Cage Ground Bar	926.77	--
15.16.59 Dedicated Transit Service (DTS) – DSO		
Service Order, Semi-Mechanized, per order	42.46	--
Service Order, Manual, per order	74.99	--
Service Order, Disconnect, Semi-Mechanized, per order	38.01	--
Service Order, Disconnect, Manual, per order	67.58	-
Service Connection, CO Wiring, per circuit	18.24	--
Service Connection, CO Wiring, Disconnect, per circuit	2.94	--
Service Connection, Provisioning, per order	133.60	--
Service Connection, Provisioning, Disconnect, per order	46.67	--
15.16.60 Dedicated Transit Service (DTS) – DS1/DS3		
Service Order, Semi-Mechanized, per order	42.46	--
Service Order, Manual, per order	74.99	--
Service Order, Disconnect, Semi-Mechanized, per order	40.30	--
Service Order, Disconnect, Manual, per order	69.87	--
Service Connection, CO Wiring, DS1, per circuit	19.29	--
Service Connection, CO Wiring, DS3, per circuit	65.59	--
Service Connection, CO Wiring, Disconnect, per circuit	2.94	--
Service Connection, Provisioning, per order	132.73	--
Service Connection, Provisioning, Disconnect, per order	46.67	--
15.16.61 Dedicated Transit Service (DTS) – Dark Fiber		
Service Order, Semi-Mechanized, per order	71.47	--
Service Order, Manual, per order	74.43	--
Service Order, Disconnect, Semi-Mechanized, per order	39.53	--
Service Order, Disconnect, Manual, per order	39.53	--
Service Connection, CO Wiring, per circuit	60.29	--
Service Connection, CO Wiring, Disconnect, per circuit	2.94	--
Service Connection, Provisioning, per order	36.20	--
Service Connection, Provisioning, Disconnect, per order	36.20	--

107. OBSOLETE SERVICE OFFERINGS -
DEDICATED ACCESS SERVICES

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¹ Program Audio Bridging is withdrawn as of December 19, 2013.

**107. OBSOLETE SERVICE OFFERINGS -
DEDICATED ACCESS SERVICES**

107.1 General

Service offerings listed herein are classified as discontinued and will apply to existing customers only, unless stated otherwise.

Unless otherwise specified in this Section 107, discontinued services are furnished subject to all the rules and regulations of the tariff the same as would be applicable if the service offering were not discontinued.

107.2 Supplemental Features

107.2.1 Alarm Distribution Bridging

Provides polling type bridging capabilities, band splitting filters and conversion of four-wire common terminations up to a capacity of 40 two-wire terminations. This function is offered as two tariff elements. The first element provides all shelving and common equipment for a capacity of 40 two-wire terminations. The second element provides a two-wire port. One common equipment rate element will apply to accommodate up to 40 two-wire terminations. One two-wire port charge will apply to each two-wire Dedicated Access Line terminated in the bridge.

1

107.3 Rates and Charges

107.3.1 Voiceband Facilities

(A) Optional Arrangements

(1.) Bridging - Alarm Distribution Bridging-Split Band Active Bridging

a. Central Office Common Equipment	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
Bridging Shelf, capacity of 48 two-wire connections	66.00	160.00
b. Channel Connection, per Channel Connected		
Remote station channel connection	1.50	40.00
Mid-link channel connection, first channel (deleted)	6.00	50.00

(2.) Supplemental Features - Dataphone Select-a-Station Bridging

a. Each Two-Wire Port	13.00	60.00
b. Each Four-Wire Port	26.00	60.00

¹ Program Audio Bridging is withdrawn as of December 19, 2013.

115. DISCONTINUED ADVANCED DATA SERVICES

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115. DISCONTINUED ADVANCED DATA SERVICES

115.1 Frame Relay

115.1.1 General

This service is no longer offered to new Customers and has the following conditions:

Additions to Customer's existing service will be charged at the new Tariff rates and will not be considered a restructure of Customer's billing. All existing services as of the effective date of this Tariff will continue to be charged at the rates shown in Section 115.1.

Deletions to Customer's service will not be considered a restructure of Customer's billing. All existing services as of the effective date of this Tariff will continue to be charged at the rates shown in Section 115.1.

Moving a service (i.e., from location A to location B) will be considered a deletion of existing service and addition to new service, and the rate elements as defined in "Additions" and "Deletions" will apply. A move will not be considered a rate restructuring of Customer's service. All remaining existing services will continue to be billed at the rates shown in Section 115.1.

Upgrades to existing service will be considered a disconnect (deletion) of the service and an addition of new service. Upgrade charges will apply as detailed under Frame Relay Service in Section 15 of this Tariff. An upgrade will not be considered a restructure of Customer billing.

In the event Customer wishes to take advantage of the new rate structure, a complete conversion from the current rate structure to the new rate structure will be required. Conversion of individual rate elements will not be allowed. NRCs will not be applied for billing changes only. Any changes in service (i.e., upgrades, relocations, disconnects, changes in PVC parameters, such as CIR and B(e), etc.) will require the appropriate NRCs and Termination Liabilities be applied.

115.1.2 Rate Elements

(A) Frame Relay with Port and Access Line

A monthly rate, based on the speed of the port connection (i.e., 56 Kbps, 128 Kbps, 256 Kbps, 384 Kbps, or 1.544 Mbps), applies per port for each physical connection to the network supporting Frame Relay Service (FRS). Each port includes one PVC, and can accommodate multiple PVCs.

(B) Frame Relay with Port Only

A monthly rate, based on the speed of the port connection (i.e., 56 Kbps, 128 Kbps, 256 Kbps, 384 Kbps, or 1.544 Mbps), applies per port for each Frame Relay Access Line or digital private line connection to the network supporting FRS. Each port can have multiple PVCs. The first PVC is included with the purchase of the port.

(C) Frame Relay PVC (FR-PVC)

A monthly rate applies for each PVC. A monthly rate based on the speed of the port connection (i.e., 56 Kbps, 128 Kbps, 256 Kbps, 384 Kbps, or 1.544 Mbps) and the number of PVCs assigned to the port, applies per port. PVC rates are applied and accumulated on a per port basis.

115. DISCONTINUED ADVANCED DATA SERVICES

115.1 Frame Relay (Cont'd)

115.1.3 Rates

	<u>Monthly Rate</u>
<u>Frame Relay UNI Port and Access Line, each</u>	
56 Kbps	
Month to Month	\$ 99.00
One Year OPP	92.00
Three Year OPP	85.00
Five Year OPP	77.00
128 Kbps	
Month to Month	250.00
One Year OPP	240.00
Three Year OPP	230.00
Five Year OPP	220.00
256 Kbps	
Month to Month	300.00
One Year OPP	285.00
Three Year OPP	270.00
Five Year OPP	260.00
384 Kbps	
Month to Month	350.00
One Year OPP	330.00
Three Year OPP	315.00
Five Year OPP	300.00
1.544 Mbps	
Month to Month	525.00
One Year OPP	505.00
Three Year OPP	485.00
Five Year OPP	465.00

115. DISCONTINUED ADVANCED DATA SERVICES

115.1 Frame Relay (Cont'd)

115.1.3 Rates (Cont'd)

	<u>Monthly Rate</u>
<u>Frame Relay with Port Only, each</u>	
56 Kbps	
Month to Month	\$ 50.00
One Year OPP	47.00
Three Year OPP	44.00
Five Year OPP	41.00
128 Kbps	
Month to Month	80.00
One Year OPP	76.00
Three Year OPP	72.00
Five Year OPP	68.00
256 Kbps	
Month to Month	120.00
One Year OPP	112.00
Three Year OPP	105.00
Five Year OPP	98.00
384 Kbps	
Month to Month	160.00
One Year OPP	150.00
Three Year OPP	140.00
Five Year OPP	130.00
1.544 Mbps	
Month to Month	400.00
One Year OPP	380.00
Three Year OPP	360.00
Five Year OPP	340.00

115. DISCONTINUED ADVANCED DATA SERVICES

115.1 Frame Relay (Cont'd)

115.1.3 Rates (Cont'd)

Monthly Rate

Additional Frame Relay PVC, each

2 to 10 PVCs	\$ 8.00
11 to 20 PVCs	7.00
21 or more PVCs	6.00

Bundled Rate Elements

(A) Central Office Based Channelization

Frame Relay with Port	
56 Kbps	\$ 30.00
128 Kbps	50.00
256 Kbps	80.00
384 Kbps	105.00

(B) Customer Premises Based Channelization

Frame Relay with Port	
56 Kbps	\$ 40.00
128 Kbps	65.00
256 Kbps	95.00
384 Kbps	120.00

Frame Relay Service Activation, includes Company provided Frame Relay Assembly/Disassembly	
56 Kbps	\$ 80.00
128 Kbps	125.00
256 Kbps	155.00
384 Kbps	180.00

115.2 Transport LAN Connect

115.2.1 General

This service is no longer available to new customers.

Transport LAN Connect (TLC) is a fiber optic-based intra-exchange and inter-exchange network transport service. TLC is a private network transport service that does not provide for direct inter-connection with public networks (e.g. Public ATM, Public Frame-Relay, etc.). TLC offers Customers inter-site transport of the following:

- 10 Base-T Ethernet (10 Mbps)
- 100 Base-TX Fast Ethernet (100 Mbps)
- DS1 (1.544 Mbps)
- ATM OC3c (155 Mbps)

115. DISCONTINUED ADVANCED DATA SERVICES

115.2 Transport LAN Connect (Cont'd)

115.2.2 Rate Regulations

TLC service consists of Base Node, Additional Inter-Node Transport Port(s), Interface Port(s), Inter-Office Facility Mileage, and Inter-Office Facility Terminations.

OC3c Base Nodes are required on a per site basis, thus a minimum of two must be ordered for any point-to-point inter-site transport. For example, intersite transport between locations A and B requires a OC3c Base Node at Site A and another OC3c Base Node at Site B. (Each OC3c Base Node includes the first Inter-Node Transport Port. Additional Inter-Node Transport Ports may be added to the OC3c Base Node to support bandwidth requirements of inter-site transport.)

Additional OC3c Inter-Node Transport Ports are required on a per site basis, thus a minimum of two must be ordered for any additional point-to-point transport. For example, additional OC3c transport between locations A and B requires an additional OC3c Inter-Node Transport Port at Site A and another additional OC3c Inter-Node Transport Port at Site B. Requires a OC3c Base Node at each Customer site, which includes the first OC3c Inter-Node Transport Port.

DS1, 10 Base-T, 100 Base-TX, and OC3c ATM Interface Ports are required on a per site basis, thus a minimum of two must be ordered for any point-to-point transport. For example, a DS1 circuit between locations A and B requires a DS1 Circuit Interface Port at Site A and another DS1 Circuit Interface Port at Site B. Requires a OC3c Base Node at each Customer site, which includes the first OC3c Inter-Node Transport Port.

OC3c Inter-Office Facility Termination is required to terminate the OC3c Inter-Node Transport. Two termination charges apply for each transport, one at each end.

OC3c Inter-Node Transport Inter-Office Facility Mileage is charged on a per airline mile basis between OC3c Base Nodes. Requires an OC3c Base Node at each Customer site, which includes the first OC3c Inter-Node Transport Port.

115.2.3 Description

(A) Base TLC Node Infrastructure and Inter-Node Transport

OC3c Base Node - (Base TLC platform with first OC3c inter-node transport port) Provides base TLC hardware/software platform (node) and node's first inter-node OC3c transport port.

Additional OC3c Inter-Node Transport Port - Additional OC3c inter-node transport port to support bandwidth requirement of inter-site transport. Adds OC3c port to inter-node transport port to an existing OC3c Base Node. (Requires OC3c Base Node.)

OC3c Inter-Node Transport Inter-Office Facility Termination (Per inter-office termination) Provides termination of inter-office facility transport required to support inter-office TLC inter-node transport configurations.

OC3c Inter-Node Transport Inter-office Facility (Per airline mile) Provides inter-office facility transport required to support inter-office TLC inter-node transport configurations.

(B) TLC Interface Ports

DS1 Circuit Interface Port provides port interface required to support point-to-point transport of DS-1 circuit. (Requires OC3c Base Node.)

10 Base-T Interface Port provides port interface required to support point-to-point or multi-point transport of 10 Base-T Ethernet. (Requires OC3c Base Node.)

115. DISCONTINUED ADVANCED DATA SERVICES

115.2 Transport LAN Connect (Cont'd)

115.2.3 Description (Cont'd)

(B) TLC Interface Ports (Cont'd)

100 Base-TX Interface Port provides port interface required to support point-to-point or multi-point transport of 100 Base-TX Ethernet. (Requires OC3c Base Node.)

OC3c ATM Interface Port provides ATM User-to-Network Interface (UNI) port required to support point-to-point or multi-point transport of ATM virtual circuits. (Requires OC3c Base Node.) Virtual circuit must be ATM adaptation layer 5 (AAL-5) unspecified bit rate (UBR) only.

(C) Service Description

TLC's recommended configuration conforms to protocol standards publications 802.3 for (10 Base-T) and 802.3u for (100 Base-TX) created by the Institute of Electrical and Electronic Engineering and/or American National Standards Institute (ANSI), publications T1.511, T1.627, and T1.630.

TLC is available where facilities and conditions permit.

(D) Service Provisioning

The Company will provision fiber, upon customer request, from the Special Construction section of this tariff, on an Individual Case Basis (ICB).

TLC service can be provisioned for DS1, Ethernet, Fast Ethernet, and OC3c ATM UNI.

115.2.4 Conditions

(A) Contract Termination Liability

TLC services are offered on a contract basis for periods of one, two, three, or five years. All contracts are subject to the Contract Termination Liability (CTL). Prior to the expiration of the contract period, Customer must notify Company of Customer's choice of the following options:

- (1) convert to a new contract period of the same or different length,
- (2) continue at the completed contract period's rate but on a month-to-month basis, or
- (3) discontinue service.

If Customer does not notify Company of one of the above options prior to the expiration of the contract period, then Company will continue to bill Customer at the completed contract period's rate on a month-to-month basis.

If prior to the expiration of a contract, Customer converts to a contract period with a longer period of time, Customer has the option of receiving credit for the elapsed time under the old contract toward the new contract period.

If Customer orders additional service, subsequent to existing service, then the contract period for the added service will be coterminous with the contract period in effect for the existing service. The rate for the added service will be for the same contract period option as the existing service.

115. DISCONTINUED ADVANCED DATA SERVICES

115.2 Transport LAN Connect (Cont'd)

115.2.4 Conditions (Cont'd)

(A) Contract Termination Liability (Cont'd)

The Contract Termination Liability (CTL) will apply when any portion of this service that is subject to the CTL is terminated prior to completion of the elected contract period. Customer's liability will be equal to 25% of the monthly rate for the applicable service terminated times the number of months remaining in the contract period.

Deletions to Customer's service will be subject to termination liability agreements per the original contract with the exception of customers who migrate to Asynchronous Transfer Mode (ATM) Service.

(B) Obligations of Company

Company is responsible for service up to and including the TLC interface port.

Company shall provision service over facilities suitable for TLC transmission where available, for the effective maximum line rate of a DS1 (1.544 Mbps), Ethernet (10 Mbps), Fast Ethernet (100 Mbps), or OC3c (155 Mbps concatenated).

Occasionally, in order to perform software updates and other maintenance, it may be necessary to take the TLC node out of service, during the predetermined maintenance window of 12:01 a.m. to 6:00 a.m. In these cases, all attempts will be made to notify Customer in advance as to the time and duration of these outages. Company reserves the right to temporarily interrupt TLC service at other times in emergency situations

(C) Obligations of Customer

Customer must provide compatible equipment in accordance with interface specifications defined in applicable IEEE and/or ANSI Standards.

Customer is responsible for installation, operation and maintenance of any customer provided equipment (CPE).

Customers who choose Ethernet (10 or 100 Mbps) must specify if they intend to utilize full or half duplex. Customers who choose OC3c (155 Mbps) must provide their virtual circuit requirements to Company. All Customers must specify the originating and terminating locations.

Customer shall be responsible for obtaining permissions for Company's agents or employees to enter Customer's designated locations(s) at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of the service, removing the service components of Company.

Customer must provide to Company a point of contact with information to include the contact name, telephone number, mailing address, and electronic mail (e-mail) address for notification purposes.

In order for the facilities to work properly it is recommended that Customer not exceed facility capacity by over-booking or over subscribing the bandwidth of the inter-node links.

115. DISCONTINUED ADVANCED DATA SERVICES

115.2 Transport LAN Connect (Cont'd)

115.2.4 Conditions (Cont'd)

(D) Recommended Configurations

The recommended TLC inter-node configurations include star (aka hub and spoke) and/or standard (non-split fiber) ring of up to eight nodes that are booked at up to 100% of inter-node transport bandwidth. These recommended configurations also include a mix of DS-1, Ethernet (10 Base-T), Fast Ethernet (100 Base-TX), and/or ATM OC3c interface ports at each node as required by Customer's specific applications.

(E) Configurations That Are Not Recommended

(1) Over-Booked Configurations

Over-booking of inter-node transport ports is not recommended due to their inherent degradation potential for quality and performance. In an over-booked configuration, the inter-node transport ports are allocated (booked) at over 100%. An example would be two Fast (100 Base-TX) Ethernet (100 Mbps each) interface ports competing for the bandwidth of a single OC3c (155 Mbps) inter-node transport port. In this example, the booking ratio is 200/155 Mbps or approximately 130% booking.

(2) Split Fiber Ring Configurations

Split fiber ring configurations carry inherent risk should one node fail or a fiber cut occur. In a split fiber ring configuration, the inter-node transport port's transmit and receive fibers of a TLC node are split with the transmit fiber going to one TLC node while the receiving fiber goes to another TLC node.

(3) Non-split Fiber Ring Configuration Of More Than 8 Nodes

Non-split fiber ring configurations of more than eight nodes are not recommended due to their inherent degradation potential for quality and performance. In a non-split fiber ring configuration, both the transmit and receive fibers of a TLC node's first inter-node transport port are both interconnected to one TLC node and both the transmit and receive fibers of the additional TLC inter-node transport port are both interconnected to another TLC node.

115.2.5 Rates

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
OC3c Base Node		
One Year	\$ 1,500.00	\$ 1,400.00
Two Years	1,500.00	1,150.00
Three Years	1,500.00	1,100.00
Five Years	1,500.00	1,000.00
Additional OC3c Inter-Node Transport Port		
One Year	\$ 500.00	\$ 600.00
Two Years	500.00	550.00
Three Years	500.00	500.00
Five Years	500.00	450.00

115. DISCONTINUED ADVANCED DATA SERVICES

115.2 Transport LAN Connect (Cont'd)

115.2.5 Rates (Cont'd)

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
10 Base-T Interface Port Ethernet		
One Year	\$ 200.00	\$ 225.00
Two Years	200.00	200.00
Three Years	200.00	175.00
Five Years	200.00	150.00
100 Base-TX Interface Port Fast Ethernet		
One Year	\$ 200.00	\$ 500.00
Two Years	200.00	475.00
Three Years	200.00	450.00
Five Years	200.00	400.00
DS1 Circuit Interface Port		
One Year	\$ 200.00	\$ 175.00
Two Years	200.00	150.00
Three Years	200.00	125.00
Five Years	200.00	100.00
OC3c ATM Interface Port		
One Year	\$ 500.00	\$ 800.00
Two Years	500.00	750.00
Three Years	500.00	700.00
Five Years	500.00	600.00
OC3c Inter-Node Transport Inter-Office Facility Termination		
	\$ 0.00	\$ 160.00
OC3c Inter-Node Transport Inter-Office Facility, per airline mile		
	\$ 0.00	\$ 40.00

115. DISCONTINUED ADVANCED DATA SERVICES

115.3 Frame Relay

115.3.0 General

This service is no longer offered to new Customers and has the following conditions:

Existing OPP customers may continue their service at the rates shown in Section 115.3 until their OPP expires or their service is disconnected, whichever occurs first. Existing month-to-month customers may continue their service at the rates shown in Section 115.3 until June 16, 2008, or until their service is disconnected, whichever occurs first.

Additions to Customer's existing service will be charged at the new Tariff rates and will not be considered a restructure of Customer's billing.

Deletions to Customer's service will not be considered a restructure of Customer's billing.

Moving a service (i.e., from location A to location B) will be considered a deletion of existing service and addition to new service, and the rate elements as defined in "Additions" and "Deletions" will apply. A move will not be considered a rate restructuring of Customer's service.

Upgrades to existing service will be considered a disconnect (deletion) of the service and an addition of new service. Upgrade charges will apply as detailed under Frame Relay Service in Section 16 of this Tariff. An upgrade will not be considered a restructure of Customer billing.

In the event Customer wishes to take advantage of the new rate structure, a complete conversion from the current rate structure to the new rate structure will be required. Conversion of individual rate elements will not be allowed. NRCs will not be applied for billing changes only. Any changes in service (i.e., upgrades, relocations, disconnects, changes in PVC parameters, such as CIR and B(e), etc.) will require the appropriate NRCs and Termination Liabilities be applied.

115.3.1 Description of Service

Frame Relay Service (FRS) is a "fast packet" network service that permits the transmission of data at speeds of 56 Kbps, 128 Kbps, 256 Kbps, 384 Kbps, 1.544 Mbps or 45 Mbps using Frame Relay Access lines and Permanent Virtual Circuits (PVCs). Clear Channel capability will be provided upon request and where deemed applicable by Company.

PVCs are logical circuits that define a specific path for data sent by Customer to another location. These circuits are virtual because they are established in software tables and do not tie up capacity when not in use. This also allows multiple PVCs to be defined over a single access line, thereby providing a single access line the capability to transmit data to multiple destinations.

In operation of Frame Relay Service, Customer premises equipment, such as routers, encapsulates arriving data into variable length frames. These frames contain information identifying which PVC in the network should be used to forward the frame to the proper destination. Customer premises equipment then sends the frame into the Frame Relay network. The Frame Relay switch reads identifying information and routes the frame to the proper destination based on a pre-established PVC.

The statistical multiplexing Frame Relay switches are able to provide shared network resources to end users of this service.

115. DISCONTINUED ADVANCED DATA SERVICES

115.3 Frame Relay (Cont'd)

115.3.1 Description of Service (Cont'd)

Frame Relay Service conforms to ITU-T (Telecommunication Standardization Bureau of the International Telecommunication Union), formerly Consultative Committee for International Telegraph and Telephone (CCITT) and American National Standards Institute (ANSI) standards.

115.3.2 Service Provisioning

Frame Relay is a transport service that facilitates the exchange of variable length information units (frames) between end user connections by way of assigned virtual connections. Each frame is passed to the Frame Relay network with an address that specifies the virtual connection.

Variable frame length capability is useful in communications between asynchronous Local Area Networks (LANs) and for transport of synchronous data traffic. Frame Relay is capable of handling the requirements of bursty data sources because of the ability of the service to allocate additional bandwidth when not in use by other sources.

Frame Relay is provided to Customer in the form of the Frame Relay User-to-Network Interface (UNI) Port with Access Line, or Frame Relay UNI Port Only, Frame Relay Network-to-Network (NNI) Private Port Only, based on Committed Information Rate (CIR) and CIR based Permanent Virtual Circuits (PVCs). The Frame Relay Access Line forms the component that provides Customer access to Customer's serving wire center and interoffice transport from Customer's serving wire center to the Frame Relay Switch. The Frame Relay Access line is provided for use only with Frame Relay Service. DS3 is not offered bundled with the Frame Relay Access Line. DS3 is available on a UNI or NNI port only basis and the DS3 access line is obtained as an ICB from Section 7. The Frame Relay UNI and NNI Port only offerings are provided for digital special access connections to the network supporting Frame Relay Service. Digital local channels and associated interoffice channels are available from Section 6.7.

PVCs are provisioned on a specific speed and Committed Information Rate (CIR) basis, depending on Customer's request. The actual throughput of aggregated PVC bandwidths in use at the same time on the same port cannot exceed the port speed. Since multiple PVCs may be defined on one physical port, it is possible for the cumulative CIRs to exceed the physical bandwidth of that port. This is referred to as over-subscription and when this occurs, there can be no guarantee that the CIR defined for that port and PVCs will be available at any point in time.

If the information provided by Customer on the requested PVCs results in an interstate arrangement, the PVC falls under federal jurisdiction and the PVC CIR capacity as specified in Frontier Telephone Companies, FCC No. 8 Tariff is applicable.

No PVC can have a CIR greater than the lower of the two port speeds connected by PVC segments.

A PVC must be associated with at least one Frame Relay Port. A Frame Relay Port can be associated with multiple PVCs.

Customer subscribing to a FRS port or port with access line will be referred to as the Controller of the Frame Relay Port. A separate entity may subscribe with written authorization from the Controller, to a PVC, which allows communication between entities. A disconnect of a PVC does not result in the disconnect of the underlying access line and port. Only the Controller may order the disconnect of the Frame Relay Access Service. Both Customers must have a Frame Relay Service. The Controller of each Frame Relay Access Service must have written permission from the Controller(s) of each of the Frame Relay Services to which a PVC is requested.

115. DISCONTINUED ADVANCED DATA SERVICES

115.3 Frame Relay (Cont'd)

115.3.2 Service Provisioning (Cont'd)

The Frame Relay Port and PVC CIR capacity may be ordered and billed independently from an associated Frame Relay port and PVC and can have different Customers as Controllers.

CIR is the maximum information rate at which Customer's traffic will be admitted to the Frame Relay network without being designated eligible for discard. CIR are traffic management parameters that allow Customer to fine tune implementation of Frame Relay Service.

Company does not undertake to originate data, but offers the use of its service components, where available, to Customers for the purpose of transporting Customer-originated data.

Frame Relay Service is available where facilities and conditions permit.

115.3.3 Obligations of Company

In addition to the general conditions described in Section 0, when Customer orders a PVC which is related to other Local Exchange Carriers, Interexchange Carriers, or other Frame Relay networks, Company will provide assistance in establishing this PVC.

Company has the service responsibility up to and including the network interface.

Occasionally, in order to perform software updates and other maintenance, it may be necessary to take the Frame Relay Switch out of service, during the predetermined maintenance window of 12:01 a.m. to 6:00 a.m. In these cases, all attempts will be made to notify Customer in advance as to the time and duration of these outages. Company reserves the right to temporarily interrupt Frame Relay Service at other times in emergency situations.

115.3.4 Obligations of Customer

In addition to the general conditions described in Section 0:

- (A) Customer's Frame Relay terminal equipment has the responsibility for retransmitting frames which are discarded due to errors or network congestion.
- (B) Customer, upon request, shall furnish such information as may be required to permit Company to design and maintain the Frame Relay Service it offers and to assure that the service arrangement is in compliance with the regulations contained herein.
- (C) It shall be the responsibility of Customer to ensure the continuing compatibility of Customer-provided equipment (CPE) that is used in conjunction with the Frame Relay Service. The CPE shall be in compliance with FCC rules and regulations.
- (D) Customer shall be responsible for obtaining permission for Company's agents or employees to enter the premises of Customer or its users at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of the service, removing the service components of Company.
- (E) At service subscription, Customer should specify the CIR and B(e) of each PVC ordered. CIR is the maximum information rate at which Customer's traffic will be admitted to the Frame Relay network without being designated eligible for discard. One hundred percent CIR will be allowed when conditions and infrastructure permit.

115. DISCONTINUED ADVANCED DATA SERVICES

115.3 Frame Relay (Cont'd)

115.3.4 Obligations of Customer (Cont'd)

- (F) Error correction is the responsibility of Customer's terminal equipment and/or applications. If the FRS network experiences congestion or failures, Customer data may be discarded. In addition, frames that are received in excess of the MBR, with bad addresses, or other errors, will be discarded on ingress to the network.

115.3.5 Rate Regulations

(A) Minimum Period

The minimum period for Frame Relay Service is one month, except when provided under a Optional Payment Plan (OPP) arrangement.

Optional Payment Plans (OPPs) for 12 months, 36 months, and 60 months are available as described in 115.3.5(D) following. 45 Mbps Frame Relay UNI Ports are offered on a 1 year, 3 year, or 5 year basis. CIR based PVCs are not offered under an OPP.

When PVCs are added to existing Frame Relay Service, the minimum period for the added PVCs is one month.

(B) Rate Elements

(1) Frame Relay UNI Port and Access Line

A monthly rate, based on the speed of the port connection (i.e., 56 Kbps, 128 Kbps, 256 Kbps, 384 Kbps, or DS1), apply per port for each Frame Relay access line connection to the network supporting Frame Relay Service. Each port can accommodate multiple PVCs.

(2) Frame Relay UNI or NNI Port Only

A monthly rate, based on the speed of the port connection (i.e., 56 Kbps through DS3) apply per port for digital private line connection to the network supporting Frame Relay Service. Each port can accommodate multiple PVCs.

(a) Private Network-to-Network Interface (NNI) Port Only

The NNI port configuration is used for connecting two networks together for bi-directional messaging. Special access rates to the nearest Company Frame Relay switch are available from Section 7 of this tariff. Applicable special access rate elements include the appropriate digital local channel and interoffice channel rate elements.

(b) User-to-Network Interface (UNI) Port Only

The UNI port provides for a user to carrier connection (i.e., Company to Local Exchange Carrier Extended UNI). Special access rates to the nearest Frame Relay capable service wire centers are available as noted in (a) above.

115. DISCONTINUED ADVANCED DATA SERVICES

115.3 Frame Relay (Cont'd)

115.3.5 Rate Regulations (Cont'd)

(B) Rate Elements (Cont'd)

(3) Frame Relay CIR-PVC

A monthly rate applies for each PVC based on the CIR requested by Customer. The subscriber to Frame Relay Service must specify the CIR and B(e) for each PVC at the time of the order. 100% CIR will be allowed when conditions and infrastructure permit. Customers may purchase Express PVC-1 or Express PVC-2, to prioritize PVCs, at a higher rate and in lieu of CIR-PVCs. Express PVC will help to ensure maximum performance and satisfaction for applications such as voice over Frame Relay. The above CIR conditions apply to Express PVC.

If the information provided by Customer on the requested PVCs results in an interstate arrangement, the PVC falls under federal jurisdiction and the CIR capacity as specified in Frontier Telephone Companies, FCC No. 8 Tariff is applicable.

(C) Rate Application

Customer may access Frame Relay Service via a Frame Relay Access Line or Company provided digital dedicated access facilities offered under Section 7. If access facilities are arranged by Customer to access FRS, the associated regulations, rates and charges for such facilities shall apply in addition to the rates and charges associated with the FRS rate elements.

Customer utilizing special access facilities to access FRS would incur the monthly associated with the Frame Relay UNI or NNI Port Only charge for standard arrangements. The UNI Port provides for a user to Frame Relay switch connection; the NNI Port provides for a Frame Relay switch to Frame Relay switch connection.

The Frame Relay Access Line and PVC may be ordered and billed independently from an associated Frame Relay port and PVC and can have different Controllers, as discussed under 115.3.2. A request by one Customer to discontinue a PVC does not result in the disconnection of the Frame Relay Access Line and Port. Only the Controller of a Frame Relay Access Line may authorize a disconnect of that line.

Administrative changes to existing service will be made without charge(s) to Customer. Administrative changes are as follows:

- (1) Change of Customer name, i.e., Customer of record does not change but rather the name of record changes its name, e.g., XYZ Company to XYZ Communications,
- (2) Change of Customer premises address when the change of address is not a result of a physical relocation of facilities,
- (3) Change in billing data (name, address, or contact name or telephone number),
- (4) Change of Customer contact name or telephone number, and
- (5) Change of Customer service element identification.

115. DISCONTINUED ADVANCED DATA SERVICES

115.3 Frame Relay (Cont'd)

115.3.5 Rate Regulations (Cont'd)

(D) Optional Payment Plan (OPP)

(1) General

The terms and conditions specified herein are applicable to Frame Relay Service and are in addition to other regulations as specified in this Tariff.

The Frame Relay UNI Port with Access Line, the Frame Relay UNI or Private NNI Port Only, rate elements are available under an OPP. CIR-PVC rate elements are not offered under an OPP. Nonrecurring charges (NRCs) apply for initial OPP orders. Digital special access lines and additional features are available at their tariffed rates and regulations.

Frame Relay OPP rates will not be greater than standard month-to-month Frame Relay rates, for the same rate elements.

Three-year and five year OPP rates will be equal to or less than the one year OPP rates. Decreases to the one-year OPP rates will flow through to the three-year and five-year OPP rates.

Payment periods of one year, three year, and five-year are available to all Customers at the applicable rates set forth in 115.3.6 regardless of when they subscribe to an OPP arrangement.

Customer must designate on the Service Request the payment period for the OPP.

(2) Termination Liability

When an OPP arrangement is discontinued prior to the end of the period, termination liability charges, as set forth below, will apply based on the remainder of the OPP period in effect at the time of disconnect.

Charges will also be applicable if the number of services falls below the minimal amount of Frame Relay services (port only or port and access) defined at the start of the contract. Charges are set forth below with the penalty assessed for each service that falls below the minimum number multiplied by the number to attain the minimum contract commitment.

In the event the service is terminated by Customer prior to completion of the initial contract period, Customer shall be liable for termination liability charges. The amount of the termination charge will be 25% of the remainder of the contract value.

(3) Termination Without Liability

During an OPP period, should the currently effective rate for Customer's service increase, Customer may, at his/her option, terminate the OPP arrangement without penalty or liability.

115. DISCONTINUED ADVANCED DATA SERVICES

115.3 Frame Relay (Cont'd)

115.3.6 Rates

(A) Frame Relay UNI Port and Access Line, each

	<u>Monthly Rate</u>
56 Kbps	
Month to Month	\$ 110.00
One Year OPP	105.00
Three Year OPP	95.00
Five Year OPP	85.00
128 Kbps	
Month to Month	200.00
One Year OPP	180.00
Three Year OPP	165.00
Five Year OPP	160.00
256 Kbps	
Month to Month	280.00
One Year OPP	250.00
Three Year OPP	235.00
Five Year OPP	220.00
384 Kbps	
Month to Month	365.00
One Year OPP	345.00
Three Year OPP	335.00
Five Year OPP	320.00
1.544 Mbps	
Month to Month	530.00
One Year OPP	510.00
Three Year OPP	490.00
Five Year OPP	470.00

115. DISCONTINUED ADVANCED DATA SERVICES

115.3 Frame Relay (Cont'd)

115.3.6 Rates (Cont'd)

(B) Frame Relay UNI Port Only, each ¹

	<u>Monthly Rate</u>
56 Kbps	
Month to Month	\$ 45.00
One Year OPP	43.00
Three Year OPP	41.00
Five Year OPP	38.00
128 Kbps	
Month to Month	80.00
One Year OPP	75.00
Three Year OPP	70.00
Five Year OPP	68.00
256 Kbps	
Month to Month	115.00
One Year OPP	110.00
Three Year OPP	105.00
Five Year OPP	100.00
384 Kbps	
Month to Month	160.00
One Year OPP	150.00
Three Year OPP	140.00
Five Year OPP	130.00
1.544 Mbps	
Month to Month	\$ 300.00
One Year OPP	285.00
Three Year OPP	265.00
Five Year OPP	245.00
45 Mbps	
Month to Month	1,180.00
One Year OPP	1,140.00
Three Year OPP	1,090.00
Five Year OPP	1,050.00

Note 1: Refer to Section 6 for appropriate Local Channel and Interoffice Channel rates. DS3 access line will be provided via ICB.

115. DISCONTINUED ADVANCED DATA SERVICES

115.3 Frame Relay (Cont'd)

115.3.6 Rates (Cont'd)

(C) Frame Relay Private NNI Port Only, each ¹

	<u>Monthly Rate</u>
56 Kbps	
Month to Month	\$ 30.00
One Year OPP	27.00
Three Year OPP	23.00
Five Year OPP	20.00
128 Kbps	
Month to Month	45.00
One Year OPP	40.00
Three Year OPP	35.00
Five Year OPP	30.00
256 Kbps	
Month to Month	65.00
One Year OPP	60.00
Three Year OPP	55.00
Five Year OPP	50.00
384 Kbps	
Month to Month	78.00
One Year OPP	75.00
Three Year OPP	72.00
Five Year OPP	69.00
1.544 Mbps	
Month to Month	\$ 180.00
One Year OPP	170.00
Three Year OPP	160.00
Five Year OPP	150.00
45 Mbps	
Month to Month	800.00
One Year OPP	750.00
Three Year OPP	725.00
Five Year OPP	700.00

Note 1: Refer to Section 6 for appropriate Local Channel and Interoffice Channel rates. DS3 access line will be provided via ICB.

115. DISCONTINUED ADVANCED DATA SERVICES

115.3 Frame Relay (Cont'd)

115.3.6 Rates (Cont'd)

(D) Committed Information Rate ¹ (CIR)

	<u>Monthly Rate</u>
1 - 32 Kbps CIR	\$ 8.00
Priority 1	10.00
Priority 2	8.80
33 - 64 Kbps CIR	15.00
Priority 1	18.75
Priority 2	16.50
65 - 96 Kbps CIR	22.00
Priority 1	27.50
Priority 2	24.20
97 - 128 Kbps CIR	27.00
Priority 1	33.75
Priority 2	29.70
129 - 192 Kbps CIR	36.00
Priority 1	45.00
Priority 2	39.60
193 - 256 Kbps CIR	42.00
Priority 1	52.50
Priority 2	46.20
257 - 320 Kbps CIR	48.00
Priority 1	60.00
Priority 2	52.80

Note 1: PVCs which are deemed to be interstate in nature will fall under federal jurisdiction and the resulting CIR will be billed at the rates from Frontier Telephone Companies, FCC No. 8.

115. DISCONTINUED ADVANCED DATA SERVICES

115.3 Frame Relay (Cont'd)

115.3.6 Rates (Cont'd)

(D) Committed Information Rate (CIR) ¹ (Continued)

	<u>Monthly Rate</u>
321 - 384 Kbps CIR	\$ 54.00
Priority 1	67.50
Priority 2	59.40
385 - 512 Kbps CIR	60.00
Priority 1	75.00
Priority 2	66.00
513 - 768 Kbps CIR	70.00
Priority 1	87.50
Priority 2	77.00
769 - 1,152 Kbps CIR	80.00
Priority 1	100.00
Priority 2	88.00
1,153 - 1,536 Kbps CIR	90.00
Priority 1	112.50
Priority 2	99.00
1,537 - 4,000 Kbps CIR	120.00
Priority 1	150.00
Priority 2	132.00
4,001 - 10,000 Kbps CIR	250.00
Priority 1	312.50
Priority 2	275.00

Note 1: PVCs which are deemed to be interstate in nature will fall under federal jurisdiction and the resulting CIR will be billed at the rates from Frontier Telephone Companies, FCC No. 8.

115. DISCONTINUED ADVANCED DATA SERVICES

115.3 Frame Relay (Cont'd)

115.3.6 Rates (Cont'd)

(D) Committed Information Rate (CIR) ¹(Cont'd)

	<u>Monthly Rate</u>
10,001 - 15,000 Kbps CIR	\$ 330.00
Priority 1	412.50
Priority 2	363.00
15,001 - 20,000 Kbps CIR	410.00
Priority 1	512.50
Priority 2	451.00
20,001 - 25,000 Kbps CIR	490.00
Priority 1	612.50
Priority 2	539.00
25,001 - 30,000 Kbps CIR	570.00
Priority 1	712.50
Priority 2	627.00
30,001 - 35,000 Kbps CIR	650.00
Priority 1	812.50
Priority 2	715.00
35,001 - 40,000 Kbps CIR	730.00
Priority 1	912.50
Priority 2	803.00
40,001 45,000 Kbps CIR	800.00
Priority 1	1,000.00
Priority 2	880.00

Note 1: PVCs which are deemed to be interstate in nature will fall under federal jurisdiction and the resulting CIR will be billed at the rates from Frontier Telephone Companies, FCC No. 8.

115. DISCONTINUED ADVANCED DATA SERVICES

115.4 Asynchronous Transfer Mode (ATM)

Discontinued. Effective December 18, 2004 Asynchronous Transfer Mode (ATM) as described in Section 115.4 will be continued for existing customers only. Existing customers on an Optional Payment Plan (OPP) may continue their service until their OPP expires or their service is disconnected, whichever occurs first. Installations, moves, additions or changes will not be permitted. Termination Liability as described in this section will not apply if a customer with an existing OPP discontinues service to subscribe to Asynchronous Transfer Mode Cell Relay Service on an Extended Service Plan of equal or greater value than the remaining OPP.

115.4.1 Service Description

Asynchronous Transfer Mode (ATM) Service is a form of "fast packet" switching service for high speed networks which require flexible bandwidth, high-performance transport and switching for connectivity between and among widely distributed Customer locations. ATM is a cell-based, connection-oriented, switching and multiplexing technology designed to be a fast, general-purpose transfer mode for multiple services.

ATM Network Service conforms to protocol standards created by the ITU-T (Telecommunication Standardization Bureau of the International Telecommunication Union), formerly Consultative Committee for International Telegraph and Telephone (CCITT) and American National Standards Institute (ANSI), publications T1.511, T1.627 and T1.630.

ATM is a high-bandwidth medium with low delay and has the capability to be switched to a specific destination.

ATM Service is available where facilities and conditions permit.

115.4.2 Service Provisioning

ATM is a data networking technology that uses 53 byte cells, consisting of a 5 byte header which contains addressing, payload type and network priority information and a 48 byte payload for data. The cells are transmitted through an ATM network in a "real time" (low delay in transmission) or "non-real time" sensitive manner on virtual channels.

ATM Service can be provisioned over DS1, DS3, OC3c, and OC12c access channels.

(A) UNI Port and Access Line

Customers can subscribe to ATM Service based on the speed of the port connection (i.e., DS1, DS3, OC3c or OC12c facilities) applicable for each physical connection to the network switch supporting ATM service. A port is the entry point on the switch to which Customer is connected. Ports are available which allow connection to the ATM network at speeds of DS1 to OC12c. Each port can accommodate multiple PVCs. UNI Port and Access Lines are available on a one-, three- or five-year Optional Payment Plan (OPP).

(B) UNI Port Only

Customers can order port only access based on the speed of port connection (i.e., DS1, DS3, OC3c or OC12c facilities) applicable for each access line or digital private line connection to the network switch supporting ATM Service. Each port can accommodate multiple PVCs. UNI Port Only is available on a one-, three- or five-year Optional Payment Plan (OPP).

The associated regulations, rates and charges from Section 6 are in addition to the rates and charges associated with the ATM rate elements. Local channel, interoffice channel mileage and hub termination rates for DS3, OC3, and OC12c access channels and/or interoffice channels shall be provisioned on an Individual Case Basis (ICB).

115. DISCONTINUED ADVANCED DATA SERVICES

115.4 Asynchronous Transfer Mode (ATM) (Cont'd)

115.4.2 Service Provisioning (Cont'd)

Permanent Virtual Circuits (PVCs) are logical circuits that define a specific path for data sent by Customer to another location. These circuits are virtual because they are established in software tables and do not tie up capacity when not in use. This also allows multiple paths (PVCs) to be defined on any given port, thereby providing a single access line the capability to transmit data to multiple destinations.

Permanent Virtual Path (PVP) provides for aggregation of multiple PVCs into a single path. The traffic management parameters for all PVCs in the PVP must be defined at the same level of service. All PVCs in the PVP must have the same originating and terminating end ports. The applicable SCR and PCR rates apply for the aggregate SCR and PCR of all the PVCs in the PVP.

Customers can subscribe to pricing scheme(s), which charge for Sustained Cell Rate (SCR). SCR is an amount of bandwidth that Company commits to providing in the network for Customer traffic. SCR is set for every PVC defined.

Company ATM switches are responsible for guaranteeing the traffic priority parameter ordered by Customer. Traffic prioritization parameters refer to priorities given to cell transmissions and sensitivity of cells to delay variation and loss within the network. Constant Bit Rate (CBR) traffic is given first priority, Variable Bit Rate-Real Time (VBR-rt) traffic is given second priority and Variable Bit Rate-Non Real Time (VBR-nrt) traffic is given third priority, based upon the traffic in the network at any given point in time.

There are three traffic prioritization parameter categories:

- (1) Constant Bit Rate (CBR): An ATM traffic management parameter that supports the transmission of a continuous bit stream of traffic from those applications such as video, voice, and circuit emulation, which require rigorous timing control and performance parameters.
- (2) Variable Bit Rate-Real Time (VBR-rt): An ATM traffic management parameter that allows for applications where a PVC requires low cell delay variation. For example, VBR-rt would be utilized for applications such as variable bit rate video compression, and packet voice and video, which are somewhat tolerant of delay.
- (3) Variable Bit Rate-Non Real Time (VBR-nrt): An ATM traffic management parameter that allows for applications where a PVC can tolerate larger cell delay variation than VBR-rt. For example VBR-nrt would be utilized for applications such as data file transfers.

In ATM transmission, Peak Cell Rate (PCR) is the highest available rate of information that can be transferred on a Variable Bit Rate connection, and the continuous cell rate allowed for Constant Bit Rate. Cells exceeding the Sustained Cell Rate and below the Peak Cell Rate will be limited to a maximum burst size. Customers may purchase PCR in 1 Mbps increments.

115. DISCONTINUED ADVANCED DATA SERVICES

115.4 Asynchronous Transfer Mode (ATM) (Cont'd)

115.4.2 Service Provisioning (Cont'd)

Frame Relay to ATM Service Interworking:

An end user may send data from a premise location with a Frame Relay User to Network Interface (UNI) or a Network to Network Interface (NNI) to another premise with an Asynchronous Transfer Mode (ATM) Service UNI. Frame Relay to ATM Service Interworking provides for the conversion of Frame Relay packets to ATM cells and the conversion of ATM Cells to Frame Relay packets. Frame Relay Service(s) and ATM Service(s) must be established in order to provision a Frame Relay to ATM Service Interworking PVC. This conversion occurs between bandwidth equivalent CIR (Committed Information Rates) and SCR (Sustained Cell Rates). Cell conversion occurs at VBR-nrt.

115.4.3 Obligations of Company

Company is responsible for service up to and including the network interface device.

Company shall provision service over facilities suitable for ATM transmission, where available, for the effective maximum data rates of a DS1 (1.536 Mbps per second), DS3 (44.2 Mbps per second), OC3c (155 Mbps per second, concatenated) or OC12c (622.08 Mbps per second, concatenated).

Occasionally, in order to perform software updates and other maintenance, it may be necessary to take the ATM switch out of service, during the predetermined maintenance window of 12:01 a.m. to 6:00 a.m. In these cases, all attempts will be made to notify Customer in advance as to the time and duration of these outages. Company reserves the right to temporarily interrupt ATM Service at other times in emergency situations.

115.4.4 Obligations of Customer

Customer must provide compatible equipment in accordance with interface specifications defined in ANSI Standards for ATM services.

Customer is responsible for the installation, operation and maintenance of any Customer provided equipment (CPE).

Customer must specify the speed for each ATM port ordered. Customer must specify the SCR, PCR, and traffic management parameters at the time of the order for each PVC.

Customer shall be responsible for obtaining permission for Company's agents or employees to enter Customer's designated location(s) at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of the service, removing the service components of Company.

Customer must provide to Company a point of contact with information to include the contact name, telephone number, mailing address, and electronic mail (e-mail) address for notification purposes.

115. DISCONTINUED ADVANCED DATA SERVICES

115.4 Asynchronous Transfer Mode (ATM) (Cont'd)

115.4.5 Rate Regulations

(A) Minimum Period

The minimum period for ATM Network Service is one year, except when provided under an Optional Payment Plan (OPP) arrangement. The regulations applicable to ATM Network Service provided under an OPP arrangement are specified under 13.1.6.

(B) Rate Elements

(1) ATM UNI Port and Access Line

A nonrecurring charge and a monthly rate, based on the speed of the port connection (i.e., DS1, DS3, OC3c, or OC12c) apply per port for each ATM access line connection to the network supporting ATM Service. Each port can accommodate multiple Permanent Virtual Circuits (PVCs).

(2) ATM UNI Port

A nonrecurring charge and a monthly rate, based on the speed of the port connection (DS1, DS3, OC3c or OC12c) apply per port. Each port can accommodate multiple Permanent Virtual Circuits (PVCs).

Special access rates to the nearest Company ATM switch are in addition to the ATM UNI Port charges and are available from Section 6 of this Tariff. DS3, OC3c, and OC12c special access rate elements shall be provided on an Individual Case Basis (ICB).

(3) Sustained Cell Rate-Permanent Virtual Circuit (SCR-PVC)

A monthly rate applies for each PVC based on the SCR and traffic management parameter requested by Customer. SCR cannot exceed the port size.

(4) Sustained Cell Rate - Additional

Sustained Cell Rate - Additional provides for Customer to order additional SCR above the 50 Mbps available in this tariff. A monthly recurring charge applies for each 5 Mbps of Sustained Cell Rate - Additional ordered based on the traffic management parameter selected. This charge is in addition to the Sustained Cell Rate.

(5) Peak Cell Rate (PCR)

Peak Cell Rate is the maximum data rate Customer may send data into the ATM network on a Permanent Virtual Circuit (PVC). The Peak Cell Rate on a PVC is defined as the Sustained Cell Rate plus the incremental Peak Cell Rate. Incremental Peak Cell Rate is available in 1 Mbps increments and is in addition to the Sustained Cell Rate.

(6) Frame Relay to ATM Service Interworking

A monthly recurring charge applies, based on SCR ordered, for a Frame Relay to ATM Service Interworking PVC. Service includes SCR-PVC rates and equivalent Frame Relay CIR-PVC rates and provides for bandwidth transmission through the network. The minimum period for a Frame Relay Service to ATM Service Interworking PVC is one month.

115. DISCONTINUED ADVANCED DATA SERVICES

115.4 Asynchronous Transfer Mode (ATM) (Cont'd)

115.4.6 Optional Payment Plan (OPP)

(A) General

The terms and conditions specified herein are applicable to ATM Service and are in addition to other regulations as specified in this Tariff.

The ATM UNI Port with Access Line and ATM UNI Port Only rate elements are available under an OPP. Nonrecurring charges apply for initial OPP orders. NRCs will not be applied for changes in OPP lengths of Ports or Port and Access Lines. Digital special access lines and additional features are available at their Tariffed rates and regulations.

Three-year and five-year OPP rates will be equal to or less than the one-year OPP rates. Decreases to the one-year OPP rates will flow through to the three-year and five-year OPP rates.

Payment periods of one-year, three-years, and five-years are available to all Customers at the applicable rates set forth in Section 15 regardless of when they subscribe to an OPP arrangement.

Customer must designate the payment period for the OPP.

Inside moves as specified in Section 6.6.4(A) will not incur termination liability charges.

Outside moves as specified in Section 6.6.4(B) will allow Customer to retain the same OPP payment period. Any other move will be treated as a disconnect of the service and termination liability charges will apply.

(B) Changes in Length of OPP Period

Prior to the completion of the selected OPP period, Customer may elect to convert to a new OPP period of the same or different length, subject to the following conditions:

- (1) No credit toward the new payment period will be given for payments made under the original OPP arrangement.
- (2) Nonrecurring charges will not be reapplied for existing service(s).
- (3) If the new OPP period is shorter in length than the time remaining under the existing OPP, the change to the new OPP period constitutes a discontinuance of the existing OPP service and termination liability charges apply.

(C) Renewal Options

At the expiration of an OPP period, Company will automatically renew the service at the same OPP period unless Customer chooses to convert to a different OPP period or discontinue service.

Conversion to a different OPP period will require Customer to submit a change order. Conversion of existing OPP service to a different OPP period will be allowed without application of any nonrecurring or ordering charges.

115. DISCONTINUED ADVANCED DATA SERVICES

115.4 Asynchronous Transfer Mode (ATM) (Cont'd)

115.4.6 Optional Payment Plan (OPP) (Cont'd)

(D) Notification of Discontinuance

A request for discontinuance of an OPP arrangement must be received by Company at least 30 days prior to actual disconnect of service. Recurring charges will apply for a period of 30 days from the date Company receives disconnect notification or until the requested disconnect date, whichever period is longer.

(E) Upgrade to Higher Speed Service

Customers may elect to upgrade service(s) to a higher speed during an OPP period, subject to the following conditions:

The order to discontinue a service at an existing speed or capacity and the order for the upgraded service are received by Company at the same time.

The fixed period plan for the upgraded service(s) meets or exceeds the remaining length of the existing fixed-period plan.

The total monthly rate of the new agreement is equal to or greater than the total monthly rate of the existing agreement period.

The monthly rates for the upgraded service and/or service elements will be those in effect at the time of the service upgrade.

Termination Liability charges will not apply as long as the upgraded service remains connected at the same point of termination(s) and is provided by Company.

Nonrecurring Charges will not apply to the upgraded Port or Port and Access Line. Special construction charges, if appropriate, may apply.

(F) Termination Liability¹

When an OPP arrangement is discontinued prior to the end of the period, termination liability charges, as set forth below, will apply based on the remainder of the OPP period in effect at the time of disconnect.

Charges will also be applicable if the number of services falls below the minimal amount of ATM services (port only or port and access) defined at the start of the contract. Charges are set forth below with the penalty assessed for each service that falls below the minimum number multiplied by the number of months required to attain the minimum contract commitment.

One-Year OPP - 50% of any remaining portion of the first year's recurring charges for the in-service quantity.

¹ Termination Liability will not apply if a customer with an existing Optional Payment Plan (OPP) discontinues service to subscribe to Asynchronous Transfer Mode Cell Relay Service on an Extended Service Plan of equal or greater value than the remaining OPP.

115. DISCONTINUED ADVANCED DATA SERVICES

115.4 Asynchronous Transfer Mode (ATM) (Cont'd)

115.4.6 Optional Payment Plan (OPP) (Cont'd)

(F) Termination Liability¹ (Cont'd)

Three-Year OPP - 50% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second and third years, Customer will be liable for 10% of the total monthly recurring charges in that time period for the in-service quantity.

Five-Year OPP - 50% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second through fifth years, Customer will be liable for 20% of the total monthly recurring charges in that time period for the in-service quantity.

(G) Termination Without Liability

During an OPP period, should the currently effective rate for Customer's service increase, Customer may, at his/her option, terminate the OPP arrangement without penalty or liability.

(H) Credit of Termination Liability

Credit of termination liability charges for ATM services may be applicable in the case of re-establishment of similar ATM service of equal to or higher speeds within six months of termination for the same length of the OPP. The amount of credit will be one-sixth of the penalty times the number of month's service is re-established until the sixth month.

115.4.7 Rates

(A) UNI Port and Access Line

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
DS-1		
(One Year)	\$ 650.00	\$ 650.00
(Three Years)	650.00	525.00
(Five Years)	650.00	500.00
DS-3		
(One Year)	1,500.00	1,950.00
(Three Years)	1,500.00	1,750.00
(Five Years)	1,500.00	1,700.00
OC-3c		
(One Year)	1,500.00	2,100.00
(Three Years)	1,500.00	1,950.00
(Five Years)	1,500.00	1,800.00
OC-12c		
(One Year)	3,000.00	4,800.00
(Three Years)	3,000.00	4,600.00
(Five Years)	3,000.00	4,350.00

115. DISCONTINUED ADVANCED DATA SERVICES

115.4 Asynchronous Transfer Mode (ATM) (Cont'd)

115.4.7 Rates (Cont'd)

(B) UNI Port Only ¹

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
DS-1		
(One Year)	\$ 650.00	\$ 180.00
(Three Years)	650.00	175.00
(Five Years)	650.00	170.00
DS-3		
(One Year)	1,500.00	400.00
(Three Years)	1,500.00	370.00
(Five Years)	1,500.00	350.00
OC-3c		
(One Year)	1,500.00	680.00
(Three Years)	1,500.00	650.00
(Five Years)	1,500.00	630.00
OC-12c		
(One Year)	2,000.00	1,500.00
(Three Years)	2,000.00	1,430.00
(Five Years)	2,000.00	1,380.00

(C) Sustained Cell Rate - Permanent Virtual Circuit (SCR-PVC)

	<u>CBR</u>	<u>Monthly Rate VBR-rt</u>	<u>VBR-nrt</u>
0-32 Kbps	\$ 12.00	\$ 10.00	\$ 8.00
33-64 Kbps	22.50	18.75	15.00
65-96 Kbps	33.00	27.50	22.00
97-128 Kbps	43.50	36.25	29.00
129-192 Kbps	54.00	45.00	36.00
193-256 Kbps	63.00	52.50	42.00
257-320 Kbps	72.00	60.00	48.00
321-384 Kbps	81.00	67.50	54.00
385-512 Kbps	90.00	75.00	60.00
513-768 Kbps	97.50	81.50	65.00
769-1152 Kbps	105.00	87.50	70.00
1.153-1.536 Mbps	112.50	93.75	75.00
1.537-4 Mbps	180.00	150.00	120.00
4-6 Mbps	270.00	225.00	180.00
6-8 Mbps	360.00	300.00	240.00
8-10 Mbps	450.00	375.00	300.00

Note 1: The associated regulations, rates and charges from Section 6 are in addition to the rates associated with these ATM rate elements. Local channel, interoffice channel mileage and hub termination rates for DS3, OC3c and OC12c access channels and/or interoffice channel shall be provided on an Individual Case Basis (ICB).

115. DISCONTINUED ADVANCED DATA SERVICES

115.4 Asynchronous Transfer Mode (ATM) (Cont'd)

115.4.7 Rates (Cont'd)

(C) Sustained Cell Rate - Permanent Virtual Circuit (SCR-PVC) (cont'd)

		<u>Monthly Rate</u>	
	<u>CBR</u>	<u>VBR-rt</u>	<u>VBR-nrt</u>
10-15 Mbps	495.00	412.50	330.00
15-20 Mbps	615.00	512.50	410.00
20-25 Mbps	735.00	612.50	490.00
25-30 Mbps	855.00	712.50	570.00
30-35 Mbps	975.00	812.50	650.00
35-40 Mbps	1,095.00	912.50	730.00
40-45 Mbps	1,200.00	1,000.00	800.00
46-50 Mbps	1,305.00	1,087.50	870.00

(D) Sustained Cell Rate (SCR) –Additional

		<u>Monthly Rate</u>	
	<u>CBR</u>	<u>VBR-rt</u>	<u>VBR-nrt</u>
5 Mbps	105.00	87.50	70.00

(E) Peak Cell Rate (PCR)

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
1 Mbps, each	\$ 0.00	\$ 5.00

(F) Frame Relay to ATM Service Interworking

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
0-32 Kbps	\$ 0.00	\$ 14.00
33-64 Kbps	0.00	26.25
65-96 Kbps	0.00	38.50
97-128 Kbps	0.00	50.75
129-192 Kbps	0.00	63.00
193-256 Kbps	0.00	73.50
257-320 Kbps	0.00	84.00
321-384 Kbps	0.00	94.50
385-512 Kbps	0.00	105.00
513-768 Kbps	0.00	113.75
769-1152 Kbps	0.00	122.50
1.153-1.536 Mbps	0.00	131.25
1.537-4 Mbps	0.00	210.00
4-6 Mbps	0.00	315.00
6-8 Mbps	0.00	420.00
8-10 Mbps	0.00	525.00
10-15 Mbps	0.00	577.50
15-20 Mbps	0.00	717.50
20-25 Mbps	0.00	857.50
25-30 Mbps	0.00	997.50
30-35 Mbps	0.00	1,137.50
35-40 Mbps	0.00	1,277.50
40-45 Mbps	0.00	1,400.00

116. OBSOLETE ADVANCED COMMUNICATIONS NETWORKS

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116. OBSOLETE ADVANCED COMMUNICATIONS NETWORKS

Discontinued. Packet Switching Network Service will be continued for existing customers only. Service is not offered for new installations, moves, changes or additions.

Section 16.1 contains the rules and regulations pertaining to the provisioning of Packet Switching Network Service and Frame Relay Service.

The following is a list of Frontier's Open Network Architecture (ONA) Packet Service Basic Service Elements (BSEs) which provide a cross-reference to the generic ONA product names.

<u>Generic Name</u>	<u>Frontier Name</u>
Fast Select Acceptance - Packet	Fast Select
Fast Select Request - Packet	Fast Select

116.1 Packet Switching Network Service

(A) Service Description

Packet Switching Network Service uses packet switching technology to provide a switched data transport service. This service uses analog and digital facilities to provide data transport for a variety of interactive (or bursty) data applications between two or more customer designated locations (CDLs). The packet switch will be classified as a CDL.

Packet switching technology divides data streams into packets. The packet network examines, routes and transports packets individually without maintaining a physical path between bursts of data. This service is based on CCITT (Consultative Committee on International Telegraphy and Telephony) X.25 protocol and X.75 internetworking protocol. The X.25 and X.75 protocols are international standards developed by the CCITT that provide the foundation for Public Packet Switched Networks. Packet Switching Network Service and features are available where facilities and conditions permit.

(B) Service Provisioning

Customers may access the Packet Switching Network through an X.75 internetworking access.

Packet switching carriers with a Data Network Identification Code may interconnect to an access port on the Packet Switching Network with X.75 protocol at transmission speeds of 9.6 Kbps or 56 Kbps. Each X.75 access will require an X.75 Access Port charge, a DDS Dedicated Access Line charge (9.6 Kbps or 56 Kbps), associated DDS Special Transport charges, and Dedicated Access Ordering charges set forth in Section 7.

The Dedicated Access Line and Dedicated Transport charges provide analog or digital connections from the packet carrier's location to the access port on the Telephone Company's packet network. Shared use (ratcheting) to provision the access connection is not permitted.

The packet switching carrier must provide the Telephone Company with a Percent Interstate Usage (PIU) in the Main Remarks section of the ASR when service is initially ordered. This PIU will be used as the basis for prorating charges to the interstate and intrastate jurisdictions. The packet switching carrier may submit an updated PIU report in writing at any time following one full month's billing. The updated report will become effective on the first day of the next monthly billing period which begins at least 15 business days after the date the revised report is received by the Telephone Company.

116. OBSOLETE ADVANCED COMMUNICATIONS NETWORKS

116.1 Packet Switching Network Service (Cont'd)

(C) Rate Regulations

(1) Minimum Period

The minimum service period is one month.

(2) Rate Application

- (a) Flat Rate Network Usage will be based on the dedicated access port speed and number of logical channels selected.
- (b) Flat rates for network usage of the packet network will apply in addition to the monthly recurring charges for X.75 access. Rates applicable for X.75 access include a monthly recurring rate and an installation charge per X.75 access port, and are specified under Section 16.2(E)(1). A DDS Dedicated Access Line charge (9.6 Kbps or 56 Kbps), associated DDS Dedicated Transport and Dedicated Access Ordering charges from Section 7 will also apply.

(D) Rates and Charges

(1) X.75 Access, Per Port

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
(a) 9.6 Kbps	\$100.00	\$ 75.00
(b) 56 Kbps	100.00	130.00

(2) Flat Rate Network Usage

(a) 9.6 Kbps Dedicated Access Port

1. with 12 Logical Channels	-	48.00
2. with 22 Logical Channels	-	88.00
3. with 32 Logical Channels	-	128.00

(b) 56 Kbps Dedicated Access Port

1. with 32 Logical Channels	-	128.00
2. with 60 Logical Channels	-	240.00
3. with 90 Logical Channels	-	360.00