

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
GOVERNING THE PROVISION OF SWITCHED ACCESS SERVICES
FOR CONNECTION TO COMMUNICATIONS FACILITIES WITHIN
THE STATE OF FLORIDA

FLORIDA TELECOMMUNICATIONS PRICE LIST No. 3

Issued: May 16, 2005

By

Daniel E Meldazis, Director Regulatory Affairs
200 North LaSalle Street
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CHECK SHEET

The sheets listed below, which are inclusive of this price list, are effective as of the date shown at the bottom of the respective sheet (s). Original and revised sheets are named as below compromise all changes from the original price list and are currently in effect as of the date at the bottom of this page.

SHEET	REVISION
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3	1st Revised
4*	5th Revised
5	Original
6	Original
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EXPLANATION OF SYMBOLS, REFERENCE
MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS PRICE LIST

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

- C To signify a changed regulation or rate structure.
- D To signify discontinued material.
- I To signify an increased rate.
- M To signify a move in the location of text.
- N To signify a new rate or regulation
- R To signify a reduced rate.
- S To signify reissued material.
- T To signify a change in text but no change in rate or regulation.

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APPLICATION

This price list applies to intrastate access service supplied to Customers for origination and termination of traffic to and from Central Office codes directly assigned to Broadwing Communications LLC.

Except as provided in 3.1.3(A), this price list applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the State of Florida.

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DEFINITIONS

Certain terms used generally throughout this price list are described below.

Advance Payment

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

Access Services

The Company's intrastate telephone services offered pursuant to this price list.

Common Carrier

Denotes any individual, partnership, association, joint- stock company, trust, governmental entity or corporation engaged for hire in intrastate communication by wire or radio, between two or more exchanges.

Company or Broadwing Communications LLC

Broadwing Communications LLC, the issuer of this price list.

Customer

The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

End Office

The term "End Office" denotes the switching system office or serving wire center (or functionally equivalent or analogous facilities) from which End Users receive exchange service. By way of example, system(s) or facility (ies) in a carrier's network which host telephone numbers listed in the database of the Number Portability Administration Center as assigned to the carrier, constitute an "End Office."

(D)/(N)

(D)/(N)

End User

A person or entity that subscribes to any Broadwing Communications LLC Exchange Access Service offered under the Company's Price list, P.S.C. No. 2 Price list, Section 5, and that has been assigned one or more telephone number(s) within a central office code (NPA-NXX) directly assigned to the Company.

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DEFINITIONS

Exchange Telephone Company

Denotes any individual, partnership, association, joint-stock company, trust, or corporation engaged in providing switched communication within an exchange.

Intrastate Access Service

Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for originating and terminating calls within the state.

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. PRICE LIST F.C.C. NO. 4.

Recurring Charges

The monthly charges to the Customer for services, facilities and equipment which continue to apply for duration of the service.

Service Commencement Date

The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this price list, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

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DEFINITIONS

Service Order

The request for access services, either written or electronic, executed by the Customer and the Company in the format devised by the Company. Such a request for service by the customer and the acceptance of the request by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this price list, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Serving Wire Center

The wire center from which the customer designated premises would normally obtain dial tone from the Company.

Shared

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Toll VoIP-PSTN Traffic:

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

(N)
|
|
|
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(N)

User

A Customer or any other person authorized by the Customer to use service provided under this price list.

Wire Center

A building in which one or more end offices, used for the provision of Exchange Services, are located.

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REGULATIONS2.1 Undertaking of the Company2.1.1 Scope

The Company undertakes to furnish access services in accordance with the terms and conditions set forth in this price list.

2.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least one-month, 24-hours per day. For the purpose of computing charges in this price list, a month is considered to have 30 days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this price list. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

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REGULATIONS2.1 Undertaking of the Company (cont'd.)2.1.3 Terms and Conditions (cont'd.)

- (C) In any action between the parties to enforce any provision of this price list, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- (D) This price list shall be interpreted and governed by the laws of the State of Florida without regard for its choice of laws provision.

2.1.4 Liability of the Company

- (A) Except as otherwise stated in this Price list, the liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.7. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any Company service, equipment or facilities, or any acts or omissions or negligence of the Company's employees or agents.
- (B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality

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REGULATIONS2.1 Undertaking of the Company (cont'd.)2.1.4 Liability of the Company (cont'd.)(B) (cont'd.)

of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

(C) The Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Network Services; or (b) for the acts or omissions of common carriers or warehousemen.

(D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of equipment or facilities provided by the Customer or third parties.

(E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4(E) as a condition precedent to such installations.

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REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.4 Liability of the Company (cont'd.)

- (F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees.
- (G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- (H) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services in the month in which the event giving rise to the liability occurred. No action or proceeding against the Company shall be commenced more than one year after the event giving rise to the liability occurred.
- (I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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2.1.5 Claims

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims of libel, slander, or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or end users of the Customer relating to the use of the Company's services or facilities.

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REGULATIONS2.1.6 Provision of Equipment and Facilities

- (A) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of services under this price list and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
- (1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment; or
 - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Ownership of Facilities

Title to all facilities provided in accordance with this price list remains in the Company, its agents, contractors or suppliers.

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REGULATIONS2.2 Prohibited Uses

- (A) The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.
- (B) The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.
- (C) The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- (D) A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this price list will apply.

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REGULATIONS

2.3 Obligations of the Customer

2.3.1 Customer Premises Provisions

- (A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- (B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.3.2 Liability of the Customer

The Customer will be liable for damages to the facilities of the Company caused by negligence or willful acts of its offices, employees, agents or contractors of the Customer where such negligence is not the direct result of the Company's negligence.

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REGULATIONS2.3 Obligations of the Customer2.3.3 Jurisdictional Report Requirements

- (A) For Feature Group B Switched Access Service(s) for both interstate and intrastate use, the projected interstate percentage of use must be provided by the Customer in a whole number to the Company. The Company will designate the number obtained by subtracting the projected interstate percentage of use from 100 (100 - projected interstate percentage = intrastate percentage) as the projected intrastate percentage of use. When a Customer orders Feature Group B Switched Access Service, the Customer shall state, in its order, the projected Percent Interstate Usage (PIU) factor for Feature Group B Switched Access Service group ordered.

For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. For originating access minutes, the projected interstate percentage will be developed on a monthly basis by end office trunk group when the Feature Group D Switched Access Service access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes, the Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the Feature Group D terminating access minutes for each account to which the Customer may terminate traffic.

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REGULATIONS2.3 Obligations of the Customer (cont'd.)2.3.3 Jurisdictional Report Requirements (cont'd.)

(A) (cont'd.)

Should the Customer not supply a terminating PIU Factor, the data used by the Company to develop the projected interstate percentage for originating access minutes will be used to develop projected interstate percentage for such terminating access minutes. When a Customer orders Feature Group D Switched Access Service, the Customer shall supply a projected interstate percentage of use for each end office trunk group involved to be used in the event that originating call details are insufficient to determine the jurisdiction for the call. This percentage shall be used by the Company as the projected interstate percentage for such call detail. For purposes of developing the projected interstate percentage, the Customer shall utilize the same considerations as those set forth in Section 2.3.3(B) following.

The Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 (100 -projected interstate percentage = intrastate percentage) as the projected intrastate percentage of use.

- (B) For purposes of developing the projected interstate percentage, the Customer shall consider every call that enters the Customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the Customer's network at a point in a state different from the state in which the called station is located to be interstate.
- (C) These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.

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REGULATIONS2.3 Obligations of the Customer (cont'd.)2.3.3 Jurisdictional Report Requirements (cont'd.)

- (D) The projected interstate percentage of use will be used to determine the charges as follows:

The number of access minutes for a trunk group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes. (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes - interstate access minutes = intrastate access minutes). The intrastate access minutes for the group will be billed as set forth in Section 5. following.

- (E) Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in Section 2.3.3(A) preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 2.3.3(A) preceding.

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REGULATIONS2.3 Obligations of the Customer (cont'd.)2.3.3 Jurisdictional Report Requirements (cont'd.)

- (F) The Customer reported projected interstate percentage of use as set forth in Section 2.3.3(A) preceding will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Groups B or D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in Section 2.3.3(A) preceding. Where call detail is insufficient to make such a determination, the Customer will be requested to project an interstate percentage of use to be used by the Company for such apportionment.
- (G) The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.
- (H) The Customer may provide an additional percentage of interstate use for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group B or Feature Group D aggregated percentage of interstate use.

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REGULATIONS2.3 Obligations of the Customer (cont'd.)2.3.3 Jurisdictional Report Requirements (cont'd.)

(1) Identification and Rating of VoIP-PSTN Traffic

This section governs the rating and identification of VoIP-PSTN Traffic. In accordance with the Federal Communications Commission's Report and Order released November 18, 2011 (FCC 11-161) and Second Order on Reconsideration released April 25, 2012 (FCC 12-47), both in WC Docket No. 10-90, et al. (together, the "FCC Orders"): (1) intrastate VoIP-PSTN Traffic that originates on the Company's network and is bound for the Customer's end users is subject to the intrastate switched access rates set forth in this tariff until June 30, 2014, after which time it will be subject to interstate rates contained in the Company's Tariff F.C.C. No. 1 and in Section 5 herein; and (2) intrastate VoIP-PSTN traffic that is sent by the Customer for termination to Company end users is subject to interstate switched access rates set forth in the Company's Tariff F.C.C. No. 1 and in Section 5 herein.

The remainder of this section establishes the method of separating VoIP-PSTN Traffic from the Customer's traditional intrastate access traffic, so that VoIP-PSTN Traffic can be billed in accordance with the FCC Orders.

(1) Calculation and Application of Percent-VoIP- Usage Factors

- a. The Company will determine the number of VoIP-PSTN Traffic minutes of use (MOU) to which interstate rates will be assessed by applying a terminating PVU factor to the total intrastate access MOU terminated by a Customer to the Company's end user. Beginning on July 1, 2014, the Company will also apply an originating PVU factor to the total intrastate access MOU originated by a Company end user and delivered to the Customer.
- b. Reserved for Future Use.
- c. The Customer will calculate and furnish to the Company a terminating PVU factor representing the whole number percentage of the Customer's total terminating intrastate access MOU that the Customer exchanges with the Company in the LATA that is sent to Company and which originated in IP format and that would be billed by the Company as intrastate access MOU. Beginning July 1, 2014, the Customer will also calculate and furnish to the Company an originating PVU factor representing the whole number percentage of the Customer's total originating intrastate access MOU that the Customer exchanges with the Company in the LATA that is received from the Company and that is terminated in IP format and that would be billed by the Company as intrastate access MOU.
- d. The Customer shall not modify their reported PIU factor to account for VoIP-PSTN Traffic.
- e. Both the Customer provided originating PVU and the terminating PVU shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (e.g. as reported on F.C.C. Form 477), traffic studies, actual call detail or other relevant and verifiable information which will be provided to the Company upon request.
- f. The Customer shall retain the call detail, work papers, and information used to develop the PVU factors for a minimum of one year.

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2.3 Obligations of the Customer (cont'd.)

2.3.3 Jurisdictional Report Requirements (cont'd.)

(I) Identification and Rating of VoIP-PSTN Traffic (Cont'd)

g. The Company shall use default factors until such time as Customer supplies such factors. For this purpose, Company will utilize a PVU equal to the percentage of VoIP subscribers in the state based on the Local Competition Report, as released periodically and/or such other reports as the Company deems appropriate and reasonable. Under the Local Competition report methodology, the PVU will be the total number of incumbent LEC and non-incumbent LEC VoIP subscriptions in a state divided by the sum of those reported VoIP subscriptions plus incumbent LEC and non-incumbent LEC switched access lines.

(2) The preceding section (1) 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 VoIP-PSTN Traffic in accordance with FCC orders, rules and regulations.

(3) Initial Implementation of PVU Factors

a. If the PVU factors cannot be implemented in the Company's billing systems by December 29, 2011, once the factors can be implemented the Company will adjust the Customer's bills to reflect the PVU factors prospectively in the next bill period if the PVU factors are provided by the Customer to the Company prior to April 15, 2012.

b. The Company may choose to provide credits based on the reported PVU factors on a quarterly basis until such time as the billing system modifications can be implemented.

(4) PVU Factor Update

The Customer may update the PVU factors quarterly using the method set forth in (I)(1)c, preceding. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, revised PVU factors based on data for the prior three months, ending the last day of December, March, June and September, respectively. The revised PVU factors will serve as the basis for future billing and will be effective on the bill date of each such month and shall serve as the basis for subsequent monthly billing until superseded by new PVU factors. No prorating or back billing will be done based on the updated PVU factors.

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2.3 Obligations of the Customer (cont'd.)

2.3.3 Jurisdictional Report Requirements (cont'd.)

(I) Identification and Rating of VoIP-PSTN (Cont'd)

(5) PVU Factor Verification

- a. If after review of the data and information, the Customer and the Company establishes revised PVU factors, the Company will begin using those revised PVU factors with the next bill period.
- b. If the dispute is unresolved, the Company may initiate an audit. The Company shall limit audits of the Customer's PVU factor to no more than twice per year. The Customer may request that the audit be conducted by an independent auditor. In such cases the associated auditing expenses will be paid by the Customer.
 - In the event that the Customer fails to provide adequate records to enable the Company or an independent auditor to conduct an audit verifying the Customer's PVU factors, the Company will bill the usage for all contested periods using the most recent undisputed PVU factors reported by the Customer. These PVU factors will remain in effect until the audit can be completed.
 - During the audit, the most recent undisputed PVU factors from the previous reporting period will be used by the Company.
 - The Company will adjust the Customer's PVU factors based on the results of the audit and implement the revised PVU in the next billing period or quarterly report date, whichever is first. The revised PVU factors will apply for the next two quarters before new factors can be submitted by the Customer.
 - If the audit supports the Customer's PVU factors, the usage for the contested periods will be adjusted to reflect the Customer's audited PVU factors.

(N)

(N)

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REGULATIONS2.4 Customer Equipment and Channels2.4.1 Interconnection of Facilities

- (A) In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

2.4.2 Inspections

- (A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- (B) If the protective requirements in connections with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

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REGULATIONS2.5 Customer Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to one month of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill.

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2.5 Customer Advance Payments (cont'd.)

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REGULATIONS

2.6 Payment Arrangements

2.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

(A) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services.

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- (A) Non-recurring charges are due and payable within 30 days after the date of the invoice.
- (B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.
- (C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rate basis. For this purpose, every month is considered to have 30 days.

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REGULATIONS2.6 Payment Arrangements (cont'd.)2.6.2 Billing and Collection of Charges (cont'd.)

- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this price list or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
- (a) a rate of 1.5 percent per month; or
 - (b) the highest interest rate which may be applied under state law for commercial transactions.
- (F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- (G) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- (H) If service is disconnected by the Company in accordance with Section 2.6.3 following and later restored, restoration of service will be subject to all applicable installation charges.

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REGULATIONS2.6 Payment Arrangements (cont'd.)2.6.3 Discontinuance of Service for Cause

- (A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- (F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

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REGULATIONS

2.6 Payment Arrangements (cont'd.)

2.6.3 Discontinuance of Service for Cause (cont'd.)

- (G) Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this price list, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days, written notice of desire to terminate service. Notice should be sent to:

Broadwing Communications LLC
200 North LaSalle
Chicago, IL 60601
Attn: Customer Care
1-888-362-2522

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REGULATIONS2.6 Payment Arrangements (cont'd.)2.6.5 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved

Meet point billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth in Section 2.6.5 (A) following.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

The Company will handle ordering, rating and billing of Access Services under this price list where more than one Exchange Telephone Company is involved in the provision of Access Service as follows.

- (A) For Feature Group B and/or D Switched Access Service, when the first point of switching is not in the same Exchange Telephone Company's territory as the Customer premises, the Customer must supply a copy of the order to the Exchange Telephone Company in whose territory the Customer premises is located and any other Exchange Telephone Company(s) involved in providing the service.

Each Exchange Telephone Company will provide the portion of Local Transport to an interconnection point (IP) with another Exchange Telephone Company, and will bill the charges in accordance with its Access Service price list. The rate for the Transport elements will be determined as set forth in (B) following. All other appropriate charges in each Exchange Telephone Company price list are applicable.

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REGULATIONS2.6 Payment Arrangements (cont'd.)2.6.5 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd.)

(B) The charge for the Local Transport Facility and Termination rate elements for services provided as set forth in Section 2.6.5 (A) preceding are determined as follows:

(1) Determine the appropriate Switched Access Local Transport mileage by computing the airline mileage between the two ends of the Local Transport Facility, as defined in 3.1.2(B) following. Determine the airline mileage for the Local Transport Facility charge using the V&H method as set forth in Section 2.8.2 following.

(2) For Feature Groups B or D Switched Access Service, the Local Transport Facility and Termination charges are determined by using the steps set forth in (a) through (c) following for the total Local Transport-Common Switched Transport charges.

(a) Multiply:

The number of access minutes

by

the number of airline miles as determined in (1) preceding

by

the Company's appropriate Local Transport Facility per mile per access minute rate

by

the Company's billing percentage factor.

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2.6 Payment Arrangements (cont'd.)

2.6.5 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd.)

(B) (cont'd.)

(2) (cont'd.)

(b) Multiply:

The number of access minutes

by

the Company's appropriate Local Transport Termination per minute rate. The resulting amount is the Company's total Local Transport Termination charge.

(c) Add:

The products of (a) and (b) for the Company's total Local Transport-Common Switched Transport charges.

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2.6 Payment Arrangements (cont'd.)

2.6.5 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (cont'd.)

- (C) The interconnection points will be determined by the Exchange Telephone Companies involved. The billing percentage (BP) factor for the Company for the service between the involved offices is listed in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. PRICE LIST F.C.C. NO. 4.
- (D) Should any changes be made to the meet point billing arrangements as set forth in Section 2.6.5 (A) preceding, the Company will give affected Customers 30 days' notice.
- (E) Should the Company act as an intermediate, non-terminating local exchange carrier, Local Transport Termination rates, as determined in Section 2.6.5 (B) preceding, will not be applied to the meet point billing arrangement.

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REGULATIONS2.6 Payment Arrangements (cont'd.)2.6.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fees shall be adjusted according to the term and conditions set forth in 3.1.1.2 following, Access Order Modifications.

2.6.7 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

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REGULATIONS2.6 Payment Arrangements (cont'd.)2.6.8 Disputed Bills

- (A) The Customer may dispute a bill in good faith only by written notice to the Company. Unless such notice is received within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business), the bill statement shall be deemed to be correct and payable in full by Customer. Any Customer who has a dispute shall be advised by the Company that the Customer may file a formal or informal complaint with the Commission. Such claim must identify in detail the basis for the dispute, and if the Customer withholds disputed amounts, it must identify the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed to permit the Company to investigate the merits of the dispute.
- (B) The date of the dispute shall be the date on which the Customer furnishes the Company the following account information:
- A clear explanation of the basis of the dispute, including what the Customer believes is incorrect (e.g., nonrecurring charge; mileage; circuit identification) and the reason why the Customer believes the bill is incorrect (e.g., monthly rate billed not same as in tariff; facility not ordered; service not received);
 - The account number under which the bill was rendered;
 - The date of the bill;
 - The invoice number;
 - The exact dollar amount in dispute;
 - The universal service order code(s)(USOCs) and/or rate element associated with the service;
 - Details sufficient to identify the specific amount(s) and item(s) in dispute;
 - The name of the person initiating the Customer's dispute;
 - Additional data as the Company reasonably requests from the Customer to resolve the dispute. The request for such additional information shall not affect the Customer's dispute date as set forth preceding.
- (C) The date of resolution is the date the Company completes the investigation and credits the Customer account or confirms the billing as accurate and denies the dispute.
- (D) In the event that a billing dispute concerning any charges billed to the Customer by the Company is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in 2.6.2 preceding.

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REGULATIONS2.7 Allowances for Interruptions in Service

Except as set forth in 2.1.4(B) preceding and 2.7.2 following, interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this price list by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.7.1 for the part of the service that the interruption affects.

2.7.1 Credit for Interruptions

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this price list. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- (B) For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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REGULATIONS2.7 Allowances for Interruptions in Service (cont'd.)2.7.1 Credit for Interruptions (cont'd.)(B) (cont'd.)

A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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REGULATIONS

2.7 Allowances for Interruptions in Service (cont'd.)

2.7.1 Credit for Interruptions (cont'd.)

(B) (cont'd.)

Interruptions Over 24 Hours and Less Than 72 Hours.

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credit will be allowed for any one-month period.

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REGULATIONS2.7 Allowances for Interruptions in Services (cont'd.)2.7.2 Limitations on Allowances

No credit allowance will be made for:

- (A) interruptions due to the negligence of, or noncompliance with the provisions of this price list by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (C) interruptions due to the failure or malfunction of non-Company equipment;
- (D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (F) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; or
- (G) interruption of service due to circumstances or causes beyond the control of Company.

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REGULATIONS

2.7 Allowances for Interruptions in Service (cont'd.)

2.7.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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REGULATIONS2.8 Application of Rates

The regulations set forth in this section govern the application of rates for services contained in other sections of this price list.

2.8.1 Charges Based on Duration of Use

Customer traffic to end offices will be measured by the Company at end office switches. Originating and terminating calls will be measured by the Company to determine the basis for computing chargeable access minutes.

For originating calls over Feature Group B or D, usage measurement begins when the originating Feature Group B or D switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

The measurement of originating call usage ends when the originating Feature Group B or D switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

For terminating calls over Feature Group B or D, the measurement of access minutes begins when the terminating Feature Group B or D switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered.

The measurement of terminating call usage over Feature Group B or D ends when the terminating Feature Group B or D switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

Access minutes or fractions thereof are accumulated over the billing period for each end office and are then rounded up to the nearest access minute for each end office.

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2.8 Application of Rates (cont'd.)

2.8.2 Rates Based Upon Distance

Where the charges for service are specified based upon distance, the following rules apply:

- (A) Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. PRICE LIST FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number).

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REGULATIONS2.8 Application of Rates (cont'd.)2.8.2 Rates Based Upon Distance (cont'd)

- (B) The airline distance between any two wire centers is determined as follows:
- (1) Obtain the "V" and "H" coordinates for each wire center from the above-referenced NECA price list.
 - (2) Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
 - (3) Square each difference obtained in step (2) above.
 - (4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
 - (5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
 - (6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

(7) Formula =
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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REGULATIONS2.8 Application of Rates (cont'd.)2.8.3 Mileage

The mileage to be used to determine the Local Transport Facility monthly rates are calculated on the airline distance between the end office switch where the call carried by Local Transport originates or terminates and the customer's serving wire center. The V&H coordinates method is used to determine mileage. This method is set forth in Section 2.8.2.

The Local Transport Facility mileage rates are shown in Section 5.1.3 in terms of per mile per access minute. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, always round up to the next whole mile before determining the mileage. Then multiply the mileage by the appropriate Local Transport Facility rate. The amount to be billed shall be the product of this calculation (i.e., the number of miles multiplied by the per mile rate) multiplied by the number of access minutes.

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SERVICE AND RATE DESCRIPTIONS3.1 Access Services

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's premises (or a collocated interconnection location) and an end user's premises. It provides for the use of common terminating, switching and trunking facilities. Switched Access Service provides for the ability to originate calls from an end user's premises to a Customer's premises (or a collocated interconnection location), and to terminate calls from a Customer's premises (or a collocated interconnection location) to an end user's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the customer desires to originate or terminate calls.

Switched Access Service is provided in the following service categories, which are differentiated by their technical characteristics and the manner in which an end user or Customer accesses them when originating or terminating calls.

FGB Access, which is available to all Customers, provides trunk side access to Company end office switches with an associated uniform 950-XXXX access code for the Customer's use in originating and terminating communications.

FGD Access, which is available to all Customers, provides trunk side access to Company end office switches with an associated uniform 10XXX or 101XXXX access code for the Customer's use in originating and terminating communications. End users may also originate calls to a selected FGD Access Customer by dialing 1+NPA-NXX-XXXX when using the Company's presubscription service.

800 Data Base Access Service, which is available to all Customers, provides trunk side access to Company end office switches in the originating direction only, for the Customer's use in originating calls dialed by an end user to telephone numbers beginning with the prefix "800". Any dial around compensation relating to pay telephones will be billed in accordance to procedures and rates proscribed by the Federal Communications Commission. The Company reserves the right to bill end users of its toll free service for any dial around compensation costs the Company may incur.

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SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.1 Access Service Order

An Access Service Order is used by the Company to provide a Customer Access Service. When placing an order for Access Service, the Customer shall provide, at a minimum, the following information:

(A) For Feature Group B Switched Access Service:

- o When direct routing to an end office is desired, the Customer shall specify:
 - the number of trunks,
 - the end office and
 - the Local Transport and Local Switching options desired.

- o When end office routing via an access tandem switch operated by another Exchange Telephone Company is desired, the Customer shall specify:
 - the number of trunks,
 - the access tandem switch,
 - the Local Transport and Local Switching options desired, and
 - an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company's access tandem.

In addition, the Customer shall also specify for terminating only access, whether the trunks are to be arranged in trunk group arrangements or provided as single trunks.

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SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.1 Access Service Order (cont'd.)

(B) For Feature Group D Switched Access Service, the Customer shall specify the number of busy hour minutes of capacity (BHMC) from the Customer's premises to the end office by traffic type. This information is used to determine the number of transmission paths. The Customer shall also specify the Local Transport and Local Switching options. When FGD is ordered by specifying the number of trunks and direct routing to an end office is desired, the customer shall specify:

- the end office and
- the Local Transport and Local Switching options desired.

When FGD is ordered by specifying the number of trunks and end office routing via an access tandem operated by another Exchange Telephone Company is desired, the customer shall specify:

- the access tandem,
- the Local Transport and Local Switching options desired, and
- an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company's access tandem.

In addition, for Feature Group D with the SS7 signaling option, the Customer shall specify the switching point codes and trunk circuit identification codes for trunks with the SS7 signaling option, and the STP point codes, signaling link codes and link type for each Common Channel Signaling Access (CCSA) connection ordered.

When a Customer orders FGD in trunks, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

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- (C) For 800 Data Base Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D. If the Customer desires any of the optional features available with 800 Data Base Service, the Customer shall so specify on the order for service.

3.1.1.1 Access Order Service Date Intervals

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

- Standard Interval
- Negotiated Interval
- Advance Order Interval

(A) Standard Interval

A schedule of Standard Intervals applicable for Switched Access Services and is as follows:

<u>Trunk Groups</u>	<u>Standard Interval</u>
1 to 4 Trunks	28 Days
5 to 24 Trunks	30 Days

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The Company will negotiate a service date interval with the Customer when:

- (1) There is no Standard Interval for the service, or;
- (2) The quantity of Access Services orders exceeds the quantities specified in the Standard Intervals, or;
- (3) The Customer requests a service date beyond the applicable Standard Interval service date except as set forth in (C) following.

The Company will offer a service date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval service date, or, when there is no Standard Interval, the Company offered service date. All services for which rates are applied on an individual case basis are provided with a Negotiated Interval.

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Common Channel Signaling Access (CCSA) links will be provided on a Negotiated Interval. New or existing FGD trunks ordered with the SS7 signaling option will be provided on a Negotiated Interval.

The addition and/or deletion of an 800 Access Service six digit customer identification NXX is provided with a Negotiated Interval. The addition of an 800 Access Service ten digit customer identification record to the 800 Access Service data base or the deletion of an 800 Access Service ten digit customer identification record from the 800 Access Service data base is provided with a Negotiated Interval.

	<u>Maximum Interval</u>
Initial establishment of service where Customer is:	
- Not yet provided with any Trunk Group service in the LATA	6 months
- Provided Trunk Group service in the LATA	90 Days

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3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

3.1.1.1 Access Order Service Date Intervals (cont'd.)

(C) Advance Order Interval

When placing an Access Order, a Customer may request an Advance Order Interval for a service date of 12 to 24 months from the Application Date for the following services:

- A minimum of 24 voice grade equivalent Switched Access Service lines or trunks or 720 BHMCs

Orders for less than the minimum quantities will be accommodated under Standard or Negotiated Interval provisions.

Advance Order Interval Access Orders are subject to all ordering conditions of Standard and Negotiated Interval Access Orders except for the following:

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3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

3.1.1.1 Access Order Service Date Intervals (cont'd.)

(C) Advance Order Interval (cont'd.)

(1) Advance Payment

A nonrefundable Advance Payment will be calculated as follows:

Advance Payment
(Nonrefundable)

The minimum
monthly charge for
the minimum period
plus the applicable
Nonrecurring Charges
for the services
ordered.

This Advance Payment is due 10 working days from the date the Company confirms acceptance of the order, or on the Application Date, whichever date is the later date. If the Advance Payment is not received by such payment date, the order will be canceled.

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3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

3.1.1.1 Access Order Service Date Intervals (cont'd.)

(C) Advance Order Interval (cont'd.)

(1) Advance Payment (cont'd.)

When the Access Services are connected on the service date, the Advance Payment will be applied, as a credit, to the Customer's billed service charges. When there has been a decrease in the number of services originally ordered, as set forth in (2) following, only the portion of the Advance Payment for services actually installed will be credited.

(2) Cancellation or Partial Cancellation of an Advance Order Interval Access Order

When the Customer cancels an Access Order, the order will be withdrawn. The Advance Payment will not be credited or refunded.

Any decrease in the number of ordered Access Services will be treated as a partial cancellation, and the portion of the Advance Payment for the services canceled will not be credited or refunded.

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3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

3.1.1.2 Access Order Modifications

The Customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the Customer's use or prior to the service date, whichever is later.

Any increase in the number of Switched Access Service lines, trunks or busy hour minutes of capacity or CCSA signaling connections will be treated as a new Access Order (for the increased amount only).

(A) Service Date Change Charge

Access Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company and reissued with the appropriate cancellation charges applied.

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3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

3.1.1.2 Access Order Modifications (cont'd.)

(A) Service Date Change Charge (cont'd.)

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The applicable charge is found in Section 5.1.1.

(B) Partial Cancellation Charge

Any decrease in the number of ordered Switched Access Service lines, trunks or busy hour minutes of capacity ordered with a Standard or Negotiated Interval Access Order will be treated as a partial cancellation and the charges as set forth in Section 3.1.1.3 following will apply. Partial cancellation charges do not apply to Advance Order Interval Access Orders.

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3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

3.1.1.2 Access Order Modifications (cont'd.)

(C) Design Change Charge

The Customer may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. Design changes do not include a change of customer premises, end user premises, end office switch, Feature Group type except for changes to Feature Group D. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring a design change. The applicable charge is found in Section 5.1.1.

If a change of service date is required, the Service Date Change Charge will also apply.

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When placing an Access Order for service(s) for which Standard Intervals exist, a Customer may request a service date that is prior to the Standard Interval service date. A Customer may also request an earlier service date on a pending Standard, Negotiated or Advance Order Interval Access Order. If the Company agrees to provide service on an expedited basis, an Expedited Order Charge will apply.

If the Company receives a request for an expedited service date at the time a Standard Interval Access Order is placed, the Expedited Order Charge is calculated by summing all the nonrecurring charges associated with the order and then dividing this total by the number of days in the Standard Interval. The charge is then applied on a per day of improvement basis, per order, but in no event shall the charge exceed fifty percent of the total nonrecurring charges associated with the Access Order.

DSO Order Expedite Charge

The Company will impose an expedite charge on any order for circuits requested by the customer to be installed earlier than the standard interval for DSO orders. A charge of twenty-five dollars per DSO expedited, regardless of service address, will be assessed to the customer .

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SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.1 Access Service Order (cont'd.)3.1.1.3 Cancellation of an Access Order

(A) A Customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that services available for the Customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or a Customer's end user is unable to accept Access Service within 30 calendar days after the original service date, the Customer has the choice of the following options:

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

If no cancellation request is received within the specified 30 calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31st day beyond the original service date of the Access Order.

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3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

3.1.1.3 Cancellation of an Access Order (cont'd.)

(B) When a Customer cancels a Standard or Negotiated Interval Access Order for the installation of service, a Cancellation Charge will apply as follows:

- (1) When the Customer cancels an Access Order, a charge equal to the estimated provisioning costs incurred at a particular date for the service ordered by the Company shall apply.
- (2) If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days, due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Customer may cancel the Access Order without incurring cancellation charges.

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- (A) The minimum period for which Access Service is provided and for which charges are applicable, is one month.
- (B) The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service.

The changes listed below are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established.

- (1) A move to a different building.
- (2) A change in type of service.
- (3) A change in Switched Access Service Interface Group.
- (4) A change in Switched Access Service traffic type.
- (5) A change in STP Access link.
- (6) A change in STP Port.
- (7) A change in Company-provided Switched Access Service to a Collocated Interconnection arrangement or vice versa.
- (8) A change to an existing Feature Group D Service to include the provision of 64 kbps Clear Channel Capability.

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When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly billed services will be determined as follows:

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

All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

3.1.1.6 Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). Types of nonrecurring charges that apply for Switched Access Service are: installation of service and service rearrangements.

(1) Installation of Service

Nonrecurring charges apply to each Switched Access Service installed. For Switched Services ordered on a per trunk basis, the charge is applied per trunk or out of band signaling connection. For Switched Services ordered on a busy hour minutes of capacity

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basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s). In addition, nonrecurring charges apply when an out of band signaling connection is installed for use with FGD.

(2) Service Rearrangements

All changes to existing services other than changes involving administrative activities only will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in (1) preceding will apply for this work activity. Moves that change the physical location of the point of termination are described below.

(a) Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

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Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

3.1.1.7 Network Blocking Charge

The Customer will be notified by the Company to increase its capability (busy hour minutes of capacity or quantities of trunks) when excessive trunk group blocking occurs on groups carrying Feature Group D traffic and the measured access minutes for that hour exceed the capacity purchased.

If the order for additional capacity has not been received by the Company within 15 days of the notification, the Company will bill the Customer, at the rate set forth in 5.1.3(E) following, for each overflow in excess of ordered capacity.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.2 Standard Rate Categories

The following rate categories apply to all forms of Switched Access Service, except as stated in 3.1.3:

- Carrier Common Line
- Local Transport
- End Office

(A) Carrier Common Line

The Carrier Common Line rate category provides for the use of Company common lines by Customers for access to end users to furnish Customer intrastate communications. Carrier Common Line is provided where the Customer obtains Company provided Switched Access Service.

(1) Limitations

- (a) A telephone number is not provided with Carrier Common Line.
- (b) Detail billing is not provided for Carrier Common Line.
- (c) Directory listings are not included in the rates and charges for Carrier Common Line.

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3.1 Access Services (cont'd.)

3.1.2 Standard Rate Categories (cont'd.)

(A) Carrier Common Line (cont'd.)

(1) Limitations (cont'd.)

- (d) Intercept arrangements are not included in the rates and charges for Carrier Common Line.
- (e) All trunk side connections provided in the same combined access group will be limited to the same features and operating characteristics.

(2) Undertaking of the Telephone Company

Where the Customer is provided with Switched Access Service under this price list, the Company will provide the use of Company common lines by a Customer for access to end users at rates and charges as set forth in Section 5.1.2 following.

(3) Obligations of the Customer

- (a) The Customer facilities at the premises of the ordering Customer shall provide the necessary on-hook and off-hook supervision.
- (b) All Switched Access Service provided to the Customer will be subject to Carrier Common Line charges, excluding the Common Channel Signaling Access exemption.

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3.1 Access Services (cont'd.)

3.1.2 Standard Rate Categories (cont'd.)

(A) Carrier Common Line (cont'd.)

(4) Common Channel Signaling Access Exemption

The Common Channel Signaling Access Signal Transfer Point (STP) Port Termination charge, as set forth in Section 5.1.3(F) following, is not subject to a Carrier Common Line charge.

(5) Rate Regulations

(a) The Carrier Common Line charges will be billed per access minute to each Switched Access Service Customer.

(b) When the Customer reports interstate and intrastate use of Switched Access Service, the Carrier Common Line charges will be billed only to intrastate interLATA and/or intraLATA Switched Access Service access minutes based on the data reported by the Customer set forth in Section 2.3.3 preceding.

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SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.2 Standard Rate Categories (cont'd.)(B) Local Transport

The Local Transport rate category provides for transmission facilities between the Customer's premises or collocated interconnection location and the Company's end office switch(es) where the Customer's traffic is switched to originate or terminate its communications.

Except as stated in the following paragraph, Local Transport service is provided in conjunction with Southern Bell Telephone Company of Florida, Inc. Charges for Local Transport service are computed in accordance with Section 2.6.5 preceding (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Telephone Company Is Involved). For purposes of determining Local Transport Mileage, distance will be measured from the wire center that normally serves the Customer's premises to the end office switch(es).

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SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.2 Standard Rate Categories (cont'd.)(B) Local Transport (cont'd.)

The Company will provide Direct Trunked Transport between a Customer's premises and the Company's end office switch(es) upon request. At the Customer's option, Entrance Facility, Direct Trunked Transport, and STP Link Transport, may be provided by the Company, by the Customer, or by another carrier. If Direct Trunk Transport facilities are terminated at a Company end office switch location by a Customer, or by another carrier on behalf of a Customer, Entrance Facility Termination charges as described in 3.1.2(B)(1) will apply, but no other Local Transport elements will be charged. Where Common Channel Signaling Access is ordered by a Customer that uses Direct Trunk Transport facilities, the STP Port charge as described in 3.1.2(B)(7) will also apply.

The following paragraphs describe the Local Transport rate elements.

Local Transport - Entrance Facility;
 Common Switched Transport;
 Direct Trunked Transport;
 Interconnection Charge

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SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.2 Standard Rate Categories (cont'd.)(B) Local Transport (cont'd.)(1) Local Transport-Entrance Facility

A Local Transport-Entrance Facility provides the communication path between a Customer's premises and the Company serving wire center of that premises for the sole use of the Customer. The Local Transport-Entrance Facility category is comprised of a DS1 rate. A Local Transport-Entrance Facility is required whether the Customer's premises and the serving wire center are located in the same or different buildings.

(2) Local Transport-Common Switched Transport

- (a) The Local Transport Termination rate provides for that portion of the voice frequency transmission path at the end office and at the Customer's premises.
- (b) The Local Transport Facility rate provides for that portion of the voice frequency transmission path between the end office and at the Customer's premises.

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SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.2 Standard Rate Categories (cont'd.)(B) Local Transport (cont'd.)(3) Local Transport- Direct Trunked Transport

The Local Transport-Direct Trunked Transport provides the transmission path from the serving wire center of the Customer's premises to an end office or as an option from the serving wire center to a tandem. This transmission path is dedicated to the use of a single Customer.

The Local Transport-Direct Trunked Transport rate category is comprised of a monthly fixed rate and a monthly per mile rate based on the facility provided. The fixed rate provides the circuit equipment at the ends of the transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The Local Transport-Direct Trunked Transport rate is the sum of the fixed rate and the per mile rate. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the serving wire center of the Customer's premises and the end office or directly to the access tandem using the V&H coordinates method.

(4) Local Transport-Interconnection Charge

The Local Transport-Interconnection Charge provides for interconnection with the Company's Switched Access network. This rate element will be applied to all Switched Access minutes of use (except Local Exchange Access Service) that originate or terminate at a Company end office.

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SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.2 Standard Rate Categories (cont'd.)(B) Local Transport (cont'd.)(5) Local-Transport Facilities

DS1 facilities are available for Local Transport-Entrance Facilities and for Local Transport-Direct Trunked Transport facilities. A DS1 facility is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice-frequency transmission paths.

(6) Common Channel Signaling Access

Common Channel Signaling Access (CCSA) is comprised of a STP Port Termination rate and a STP Link Transport rate.

The STP Port Termination rate provides for the point of termination to the signal switching capability of the STP.

The STP Link Transport rate provides for the transmission facilities between the serving wire center of the customer designated premises and the Company STP.

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SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.2 Standard Rate Categories (cont'd.)(B) Local Transport (cont'd.)(7) Interface Groups

The Interface Group is provided for terminating the Local Transport at the Customer's premises. The Interface Group provides a specified premises Interface. Where transmission facilities permit, the individual transmission path between the Customer's premises and the first point of switching may at the option of the Customer be provided with optional features.

Interface Group 1 provides DS1 level digital transmission at the point of termination at the Customer's premises. The interface is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths.

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SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.2 Standard Rate Categories (cont'd.)(C) End Office

The End Office rate category provides the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the Company's end office. The End Office rate category consists of the Local Switching rate element.

The Local Switching rate element provides for: a) the use of end office switching equipment; b) the terminations for the end user common lines terminating in the local end office; and c) the termination of a call at a 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. Intercept rates are assessed to a Customer based on the total number of access minutes.

Automatic Number Identification (ANI) provides the automatic transmission of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling telephone number. The ANI feature is an end office software function which is associated on a call-by-call basis with (1) all individual transmission path in a trunk group routed directly between an end office and a Customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an end office and an access tandem, and a trunk group between an access tandem and a Customer's premises.

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SERVICE AND RATE DESCRIPTIONS3.1 Access Services (cont'd.)3.1.3 Other Rate Categories(A) 800 Data Base Access Service

800 Data Base Access Service is a service offering utilizing originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed 800 calls to a Company Service Switching Point which will initiate a query to the database to perform the Customer identification and delivery function. The call is forwarded to the appropriate Customer based on the dialed 800 number. In addition, the Customer has the option of selecting the 800 Optional Features Package. Any dial around compensation relating to pay telephones will be billed in accordance to procedures and rates proscribed by the Federal Communications Commission. The Company reserves the right to bill end users of its toll free service for any dial around compensation costs the Company may incur.

(1) Customer Identification Charge

The 800 Data Base Access Service Customer Identification applies for the identification of the appropriate Customer. The charge is assessed to the Customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of Florida.

(2) Customer Delivery Charge

The 800 Data Base Access Service Delivery Charge applies for the delivery of the dialed 800 ten-digit number. The charge is assessed to the Customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of Florida.

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3.1 Access Services (cont'd.)

3.1.3 Other Rate Categories (cont'd.)

(A) 800 Data Base Access Service (cont'd.)

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SERVICE AND RATE DESCRIPTIONS3.1 Access Services (Cont'd.)3.1.3 Other Rate Categories(B) Local Exchange Access Service1) Definition

As used in this section, "local exchange call" means a telephonic communication (a) that is originated by a company that is authorized by the appropriate regulatory agency to provide local exchange telephone service, (b) that originates and terminates within a single "exchange area" or "local calling area" as defined in the approved price lists of the originating company, and (c) that is dialed to an NPA-NXX code directly assigned to the Company in the State of Florida.

2) Description

Local Exchange Access Service is a service offering providing trunk side access to the Company's end office switches in the terminating direction only, for use by authorized providers of local exchange telephone service for the completion of local exchange calls that originate in the State of Florida and terminate to the Company's end users in the State of Florida. Local Exchange Access Service must be provided to a Point of Interface (POI) which will be established jointly by the Company and the customer at a location within the State of Florida and in the same LATA as the Company end office at which the local exchange call will terminate. Local Exchange Access Service provides a transmission path between the POI and the Company's end user.

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SERVICE AND RATE DESCRIPTIONS3.1 Access Services (Cont'd.)3.1.3 Other Rate Categories (cont'd.)(B) Local Exchange Access Service (Cont'd.)3) Obligations of the Local Exchange Provider

(a) The Company may request an annual audit of the authorized local exchange provider billings for Local Exchange Access Services (calls originating from the Company's end-user to the authorized local exchange provider's end-user). The audit requirement is needed to ensure accurate billing between local exchange calls and non-local exchange calls.

(b) The authorized local exchange provider will be requested to provide a forecast of total usage by each trunk group or facility ordered from the Company for each POI used in a Local Exchange Access Service arrangement.

4) Rating of Local Exchange Access Service

For billing purposes, Local Exchange Access Service calls originating from an authorized local exchange provider and terminating on the Company's network (for completion to a Company end user) will be rated at the Company's end office.

5) Rate Regulations

Local Exchange Access Service will consist of the following rate categories.

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SERVICE AND RATE DESCRIPTIONS3.1 Access Services (Cont'd.)3.1.3 Other Rate Categories (cont'd.)(B) Local Exchange Access Service (cont'd.)5) Rate Regulations (cont'd.)(a) Terminating Usage

The Terminating Usage rate will be applied on a per minute-of-use basis, as set forth in 5.1.6 following, for the completion of calls from a authorized local exchange provider end-user to a Company end-user.

(b) Direct Trunked Transport

Direct Trunked Transport provides the communication path between an authorized local exchange provider's POI and the Company's end office for the sole use of the authorized local exchange provider. The Direct Trunked Transport rates are billed on a monthly recurring and a per mile basis as specified in Section 5.1.3(C) of this price list. A Customer may use a single Direct Trunk in conjunction with Local Exchange Access Service and other Switched Access Services. The Company shall require the Customer to file a Percentage of Local Usage (PLU) report which should, upon ordering Direct Trunked Transport from the Company, be revised on a quarterly basis.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (Cont'd.)

3.1.3 Other Rate Categories (cont'd.)

(B) Local Exchange Access Service (cont'd.)

5) Rate Regulations (cont'd.)

(c) Service Orders

The Service Order charges as specified in Section 5.1.1 of this price list will apply on a per order basis.

(d) Other Standard Charges

Standard charges set forth in 3.1.2 do not apply to Local Access Service, except for the specific rate elements identified in (b) and (c) above.

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MISCELLANEOUS SERVICES3.2 Miscellaneous Services3.2.1 Presubscription

- (A) Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IC) to access, without an access code, for intrastate interLATA calls and interstate interLATA calls subject to the Company's FCC Access Price list. This IC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select as its PIC the Company, or any other IC that orders originating Feature Group D Switched Access Service at the end office that serves the end user. After the end user's initial selection of a predesignated IC, for any additional change in selection, a non-recurring charge, as set forth in Section 5.2.1, applies.
- (B) At the request of a new or existing end user served by a Feature Group D end office, the Company will provide a list of ICs the end user may select as its PIC. At no additional charge for the initial selection, the customer may choose either of the following options.
- Designate an IC as a PIC and dial 10XXX or 101XXXX to reach other ICs.
 - Designate that they do not want to be presubscribed to any IC and choose to dial 10XXX or 101XXXX for all calls to all ICs.

New end users subscribing to the Company's Exchange Access Service which do not specify a PIC will default to the Company as their initial PIC selection. Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge as set forth in Section 5.2.1, applies. This charge is billed to the end user which is the subscriber to the Exchange Access Service and applies only for selection of an IC which provides only intrastate service.

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BILLING AND COLLECTION SERVICES

4.1 General

The Company will provide the following services:

- Recording Service
- Automatic Number Identification (ANI)
- Billing Name and Address (BNA)

4.2 Recording Service

Recording is the entering on magnetic tape or other acceptable media the details of Customer messages originated through Switched Access Service. Recording is provided 24 hours a day, 7 days a week.

The Company will provide Recording Service in association with the offering of Feature Groups B for 900 Access Service and D Switched Access Service for Customer messages that can be recorded by Company provided automatic message accounting equipment. At the request of the Customer, Recording Service will be provided for Feature Group D Switched Access Service on an end office and type of call basis. Type of call means message telecommunications service (MTS) including 700 and 900 Service, calls originating and/or terminating over a WATS access line, and station message detail recording for MTS and calls originating from a WATS access line.

The Company will provide Recording Service in its operating territory. The minimum territory for which the Company will provide Recording Service is all the appropriately equipped offices in a state operating territory for which the Customer has ordered Feature Group B for 900 service or D Switched Access Service. A state operating territory of particular telephone company includes all its LATAs or market areas which are located in the same state including the areas in contiguous states which are assigned to such LATAs or market areas and served by the same Company.

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BILLING AND COLLECTION SERVICES4.2 Recording Service (cont'd.)

For Feature Group B for 900 Access Service and D Switched Access Service, the term "customer message" used herein denotes an intrastate call originated by a Customer's end user. Station message detail recording is an optional feature which provides a record of customer messages originated by MTS and WATS access lines. Such detail will be provided as part of Feature Group D end office and type of call Recording Service when requested by the Customer.

4.2.1 Undertaking of the Company

- (A) The Company will record all customer messages carried over Feature Group B for 900 Access Service and D Switched Access Service that are available to Company provided recording equipment of operators. Unavailable customer service messages will not be recorded. The recording equipment will be provided at locations selected by the Company.
- (B) A standard format for the provision of the recorded customer message detail will be established by the Company and provided to the Customer. If, in the course of Company business, it is necessary to change the format, the Company will notify the involved Customers six months prior to the change.

Assembly and Editing, Provision of Customer Detail, Data transmission to a Customer location, special orders for recording and program development will be provided to the Customer on a contractual basis.

- (C) Recorded customer message detail which is used at the request of the Customer to provide Message Processing and Message Bill Processing Service is not retained by the Company for longer than 45 days. The rated but unbilled message detail and the billed message detail is retained for reference in place of the recorded customer message detail. For recorded customer message detail not used by Message Processing Service at the Customer's request, the Company will make every reasonable effort to recover recorded Customer message detail previously made available to the

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BILLING AND COLLECTION SERVICES

4.2 Recording Service (cont'd.)

4.2.1 Undertaking of the Company (cont'd.)

(C) (cont'd.)

Customer and make it available again for the Customer. The charges as set forth in 5.3.1 following will apply for all such detail provided. Such a request must be made within thirty (30) days from the date the details were initially made available to the Customer.

4.2.2 Liability of the Company

Notwithstanding 4.2.1 preceding, the Company liability for Recording Service is as follows:

Unless there is an expressed written agreement to the contrary, in the absence of gross negligence or willful misconduct, no liability for damages to the Customer or other person or entity other than as set for in (A) and (B) preceding shall attach to the Company for its action or the conduct of its employees in providing Recording Service.

4.2.3 Obligations of the Customer

(A) The Customer shall order Recording Service under a Special Order. The Customer shall order Recording Service at least one month prior to the date then the Customer message detail is to be recorded, unless Customer's request requires that Recording Service be provided by end office and type of call, then the ordering interval will be determined on an individual case basis.

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BILLING AND COLLECTION SERVICES4.2 Recording Service (cont'd.)4.2.4 Payment Arrangements and Audit Provision(A) Notice and Scope

The Customer shall order Recording Service for Feature Group D Switched Access by end office and type of call in accordance with the terms and conditions established on an individual case basis Special Order.

- (1) Upon forty five (45) days' prior written notice by the Customer to the Company (or such shorter period as the parties may mutually agree upon), the Customer or its authorized representative shall have the right to commence an audit during normal business hours and at intervals of no more than one audit in any six month period. The audit will be limited to all such records and accounts as may, under recognized accounting practices, contain information bearing upon amounts subject to being billed to the Customer's end users by the Company as part of its provision of Billing and Collection Services and the changes to the Customer for other services provided by the Company pursuant to this price list.
- (2) The written notice of audit shall identify the date upon which it is to commence, the location, the Customer's representatives, the subject matter of the audit, and the materials to be reviewed.
- (3) The written notice of audit shall be directed to the Company's representative at the address stipulated by such representative.

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BILLING AND COLLECTION SERVICES

4.2 Recording Service (cont'd.)

4.2.4 Payment Arrangements and Audit Provision (cont'd.)

(A) Notice and Scope (cont'd.)

- (4) The Company may, within thirty (30) days of receipt of the Customer's notice of audit, postpone commencement by written notice for a period not to exceed fifteen (15) days, but only for good cause. The Company shall also indicate the new date for commencement of said audit.
- (5) Upon completion of the audit, the Customer's auditors are to provide an oral report of their findings to the Company prior to their departure, followed by a letter within thirty (30) days confirming findings and postponed completion.

(B) Payment of Expense

Each party shall bear its own expenses in connection with the conduct of an audit. Special data extractions required by the Customer for its representative to conduct the audit will be paid for by the Customer. "Special data extraction" for auditing purposes shall mean programming, clerical and computer time required to create an output record (from existing data files) that cannot normally be created from current software programs in the production program library.

(C) Requests for Examinations

- (1) In addition to audits, the Customer, or its representatives, may request, from time to time, the opportunity to conduct an examination, as defined in (2) following. The Company will make reasonable efforts to accommodate requests for examination and to cooperate in the conduct of an examination.

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BILLING AND COLLECTION SERVICES4.2 Recording Service (cont'd.)4.2.4 Payment Arrangements and Audit Provision (cont'd.)(C) Requests for Examinations (cont'd.)

- (2) An "Examination" shall, for purposes of this section, constitute a reasonable inquiry on a single issue or a specific topic related to Billing and Collection Service for a stated reason.

Upon concurrence by both parties that errors or omissions exist, adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit.

(D) Audit Provision

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 purposes.

(E) Minimum Period and Minimum Monthly Charge

The minimum period for which Recording Service without sorting is provided and for which charges apply is one month.

(F) Cancellation of a Special Order

A Customer may cancel a Special Order for Recording Service on any date prior to the service date. The cancellation date is the date the Company receives written or verbal notice from the Customer that the Special Order is to be canceled. Their verbal notice must be followed by written confirmation within ten (10) days. The service date for Recording Service is the date the Customer requests the recording to start. When a Customer cancels a Special Order for

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BILLING AND COLLECTION SERVICES

4.2 Recording Service (cont'd.)

4.2.4 Payment Arrangements and Audit Provision (cont'd.)

(F) (cont'd.)

Recording Service after the order date but prior to the start of service, a Special Order charge and the minimum monthly charges will apply.

(G) Changes to Special Orders

When a Customer requests material changes to a pending Special Order for Recording Service, the pending Special Order will be canceled and the requested changes will be undertaken if they can be accommodated by the Telephone Company under a new Special Order. All cancellation charges as set forth in (C) preceding will apply for the canceled Special Order.

4.2.5 Rate Regulations

The Special Order charge applies for each Special Order accepted by the Company for Recording Service or for a subsequently requested change.

4.3 Automatic Number Identification (cont'd.)

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BILLING AND COLLECTION SERVICES

4.3.1 Rate Regulations

When Automatic Number Identification (ANI) is delivered (with Feature Group D originating) and the Customer is charged the recording rate as set forth in Section 5.3.1, the ANI rate does not apply. If the Customer is not charged the recording rate, the ANI rate as set forth in Section 5.3.2 will apply for each ANI record delivered to the Customer.

4.4 Billing Name and Address Service

Billing Name and Address (BNA) Service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company.

BNA Service is provided for the sole purpose of permitting the Customer to bill its telephone communications service to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The Customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

BNA Service is provided on a manual basis. On a manual basis, the information will be provided by mail. Information may be provided by either voice telecommunications or through electronic mail if agreed to by both the Company and the requesting customer.

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the Company's data base.

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BILLING AND COLLECTION SERVICES

4.4 Billing Name and Address Service (cont'd.)

4.4.1 Undertaking of The Company

- (A) A request for information on over 100 and up to 500 telephone numbers should be mailed to the Company. The Company will provide the response by first class U.S. Mail within ten (10) business days.
- (B) The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company' records, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the Company will provide an indicator on the confidential records.
- (C) The Company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

4.4.2 Obligations of the Customer

- (A) With each order for BNA Service, the Customer shall identify the authorized individual and address to receive the BNA information.

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BILLING AND COLLECTION SERVICES

4.4 Billing Name and Address Service (cont'd.)

4.4.2 Obligations of the Customer (cont'd.)

- (B) The Customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this price list and that BNA information is available only to those Customer personnel or agents with a need to know the information. The Customer must handle all billing name and address information designated as confidential by the Company in accordance with the Company's procedures concerning confidential information. The Company will provide to the Customer a statement of its procedures concerning confidential information.
- (C) The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's end user records, accounts, data bases or market data, records, files and data bases or other systems it assembles through the use of BNA Service.
- (D) When the Customer orders BNA Service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the Company. The Company will designate the number obtained by subtracting the projected interstate percentage from 100 (100-projected interstate percentage = intrastate percentage) as the projected intrastate percentage.

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BILLING AND COLLECTION SERVICES4.4 Billing Name and Address Service (cont'd.)4.4.2 Obligations of the Customer (cont'd.)(D) (cont'd.)

This whole number percentage will be used by the Company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the Company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth following.

Effective on the first of January, April, July and October of each year the Customer may update the jurisdictional report. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (e.g., February, May, August and November). No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the order for service.

- (F) The Company shall use reasonable efforts to provide accurate and complete lists. The company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

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BILLING AND COLLECTION SERVICES4.4 Billing Name and Address Service (cont'd.)4.4.3 Rate Regulations

- (A) Service Establishment Charges apply for the initial establishment of BNA Service on a manual basis.
- (B) A charge applies for each request for BNA information for a telephone number provided on a manual basis. The Company will keep a count of the requests and of the messages processed. The Company will bill the Customer in accordance with these counts whether or not the Company was able to provide BNA information for all requests and messages.
- (C) Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in 5.3.3 following apply to each such message.

Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the Company between interstate and intrastate.

The percentages provided in the reports as set forth in 4.4.2(E) preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (e.g., requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use times the stated price list rate.

- (D) When a Customer cancels an order for BNA Service after the order date, the Service Establishment Charge applies.

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RATES5.1 Access Service5.1 Access Service5.1.1 Service OrdersNonrecurring
Charge

(A) Service Implementation

(1) Installation Charge
-Per trunk

\$ 90.00

(2) Access Order Charge
-Per Access Request

\$ 35.00

(B) Service Date Change

\$ 40.00

-Per Access Order

(C) Design Change
-Per Access Order

\$180.00

(D) DSO Expedite Charge
-Per DSO Order

\$ 25.00

5.1.2 Switched Access ServicesPer Access MinuteOriginating
Terminating

\$0.050500

See Broadwing Tariff F.C.C. No. 1** (C)(R)

**Broadwing Tariff F.C.C. No. 1 may be found at
<http://www.level3.com/en/legal/broadwing-tariffs/>

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RATES

5.1 Access Service (cont'd.)

5.1.3 Local Transport

(A) Entrance Facility

	<u>Nonrecurring</u>	<u>Monthly</u>
(1) DS1 -Per Point of Termination	\$665.00	\$380.00
(2) Installation Charge	\$ 90.00	

(B) Common Switched Transport

Per Access Minute

(C) Direct Trunked Transport

<u>Facility Mileage</u>	<u>Monthly Rate</u>	<u>Per Mile</u>
DS1	\$90.00	\$23.50
DS3	\$550.00[R]	\$100.00 [R]

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RATES5.1 Access Service (cont'd.)5.1.3 Local Transport (cont'd.)Per Access Minute

(D)

Rate Per Call Blocked(E) Network Blocking Charge¹ \$0.007600(F) Chargeable Optional FeaturesNonrecurring

(1)	SS7 Signaling Option Conversion	
	-Per First Trunk Converted	\$169.77
	-Per Additional Trunk Converted	\$ 34.34
(2)	Change in Point Code	
	-Per change	\$40.00

¹Applies to FG D only

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RATES

5.1 Access Service (cont'd.)

5.1.3 Local Transport (cont'd.)

(G) Non-chargeable Optional Features

(1) Supervisory Signaling

DX Supervisory Signaling arrangement
-Per Transmission Path

SF Supervisory Signaling arrangement
-Per Transmission Path

E&M Type I Supervisory Signaling arrangement
-Per Transmission Path

E&M Type II Supervisory Signaling arrangement
-Per Transmission Path

E&M Type III Supervisory Signaling arrangement
(available with FGD)
-Per Transmission Path

- (2) Customer specification of the receive transmission level at the first point of switching within a range acceptable to the Company
(available with FGB)
-Per Transmission Path

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RATES

5.1 Access Service (cont'd.)

5.1.3 Local Transport (cont'd.)

(G) Non-chargeable Optional Features (cont'd.)

- (3) Customer specification of Local Transport Termination
Four-wire termination in lieu of two-wire termination
(available with FGB)
-Per Transmission Path
- (4) Signaling System 7
-Per signaling connection arranged
- (5) 64 kbps Clear Channel Capability
-Per Transmission Path

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RATES

5.1 Access Service (cont'd.)

5.1.4 End Office

Local Switching

Per Access Minute

(1)

(2) Common Switching Chargeable Optional Features

Rate

Automatic Number Identification/
SS7 Charge Number
-Per Attempt

\$0.00008

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RATES

5.1 Access Service (cont'd.)

5.1.4 End Office (cont'd.)

Local Switching (cont'd.)

(3) Common Switching Non-Chargeable Optional Features

Up to seven Digit Outpulsing of Access
Digits to Customer
(available with FGB)
-Per Transmission Path Group

Service Class Routing
(available with FGD)
-Per Transmission Path Group

Alternate Traffic Routing
(available with FGD)
-Per Transmission Path Group

International Carrier Option
(available with FGD)
-Per End Office and Access Tandem

SS7 Signaling Option
-Calling Party Number
(available with FGD)

-Carrier Selection Parameter
(available with FGD)

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RATES5.1 Access Service (cont'd.)5.1.4 End Office (cont'd.)Local Switching (cont'd.)(4) Trunk Side Transport Termination Non-Chargeable Options

Standard Trunk for Originating,
Terminating or Two-Way Operation
(available with FGB and FGD)

Rotary Dial Station Signaling Trunk
(available with FGB)

Operator Trunk, Full Feature Arrangement
(available with FGD)

Operator Trunk, Assist Feature
(available with FGD)

(5) Non-Chargeable SS7 Signaling Option

Calling Party Number
(available with FGD)

Charge Number
(available with FGD)

Carrier Selection Parameter
(available with FGD)

Access Transport Parameter
(available with FGD)

(6)	<u>Monthly</u>	<u>Recurring Charge</u>
Multiplexing DS3 to DS1	\$725.00	
Dedicated Switch Port Per DS1 Port		\$60.00

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RATES

5.1 Access Services (cont'd.)

5.1.5 800 Data Base Access Service

	<u>Rate</u>
(A) Customer Identification -Per Query	\$0.00431
(B) Customer Delivery Charge -Per Query	\$0.00421

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RATES

5.1 Access Services (cont'd.)

5.1.6 Local Exchange Access Service

Terminating Usage
- Per Minute of Use

Rate

See Section 5.1.2. (C)(R)

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RATES

5.2 Miscellaneous Services

5.2.1 Presubscription

Non-Recurring
Charge

Presubscription,
-Per Telephone Exchange Service
Line or Trunk

\$5.00

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RATES

5.3	<u>Billing and Collection Services</u>	
		<u>Recurring Charge</u>
5.3.1	<u>Recording</u>	
	-Per Customer Message	\$0.0081
5.3.2	<u>Automatic Number Identification</u>	
	-Per Attempt	\$0.0121
5.3.3	<u>Billing Name and Address</u>	
	- Service Establishment Charge*	\$ 250.00
	- Query Charge Per Telephone Number	\$0.20

* The service establishment charge applies for each separate mailing address that the information being provided by the Company is being sent to. This charge will also apply for each electronic mailing address.

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By

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Effective:

MAY 17 2005

RATES5.4 Transit Traffic Service

Transit Traffic Service is an access service in which the Company transits traffic originated by a third party who is not an End User or other user of the Company's local exchange or exchange access service through its wire centers to a Customer. Transit Traffic Service is comprised of various facilities, connections, features and functions. It provides for the use of common terminating, common switching and switched transport facilities of the Company but does not include local switching. Rates for Transit Traffic Service are usage sensitive.

Rate per Minute	\$0.001195
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