

TITLE PAGE

INTRASTATE ACCESS SERVICES PRICE LIST

OF

MOSAIC NETWORKX LLC

Regulations and Schedule of Intrastate Access Rates

This price list contains the descriptions, regulations, and rates applicable to the provision of Intrastate access services provided by Mosaic NetworX LLC (“Company” or “the Company”), with principal offices at 454 Las Gallinas Ave., Suite 145, San Rafael, CA 94903. This price list is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company’s principal place of business.

Issued: September 22, 2014

Effective: September 23, 2014

Issued By:

Chief Operating Officer
454 Las Gallinas Ave., Suite 145
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 CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
1	Original	*	29	Original	*	57	Original	*
2	Original	*	30	Original	*	58	Original	*
3	Original	*	31	Original	*	59	Original	*
4	Original	*	32	Original	*	60	Original	*
5	Original	*	33	Original	*	61	Original	*
6	Original	*	34	Original	*	62	Original	*
7	Original	*	35	Original	*	63	Original	*
8	Original	*	36	Original	*	64	Original	*
9	Original	*	37	Original	*			
10	Original	*	38	Original	*			
11	Original	*	39	Original	*			
12	Original	*	40	Original	*			
13	Original	*	41	Original	*			
14	Original	*	42	Original	*			
15	Original	*	43	Original	*			
16	Original	*	44	Original	*			
17	Original	*	45	Original	*			
18	Original	*	46	Original	*			
19	Original	*	47	Original	*			
20	Original	*	48	Original	*			
21	Original	*	49	Original	*			
22	Original	*	50	Original	*			
23	Original	*	51	Original	*			
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25	Original	*	53	Original	*			
26	Original	*	54	Original	*			
27	Original	*	55	Original	*			
28	Original	*	56	Original	*			

* - indicates those pages included with this filing

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ISSUING CARRIERS

Mosaic NetworX LLC

CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

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EXPLANATION OF SYMBOLS

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

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

PRICE LIST FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Each page is numbered sequentially. However, a new page is occasionally added to the Price list. When a new page is added between those already in effect, a decimal is added. For example, a new page added between page 15 and page 16 would be page 15.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 15 cancels the 3rd Revised Page 15.
- C. Paragraph Numbering Sequence - Each level of paragraph numbering herein is subservient to its next higher level as shown:
 - 2
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.(1)
 - 2.1.1.A.(1)(a)

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Access Minutes - The increment for measuring usage of the Company's facilities for the purpose of calculating chargeable usage.

Access Service Request (ASR) - The service order form used by Switched Access Service Customers and the Company for the process of establishing, moving or rearranging certain Switched Access Services provided by the Company.

Answer Supervision - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to a carrier's Point of Presence or customer's terminal equipment as an indication that the called party has answered or disconnected.

Authorized User – A person, firm, corporation, or other entity that is authorized by Customer to be connected to the Customer's services, network or facilities.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

Automatic Number Identification (ANI) - The automatic transmission of a caller's billing account telephone number to a Carrier or End User.

Business Hours – The phrase “Business Hours” generally means the time beginning at 8:00 a.m. and ending at 5:00 p.m. local time at the place of Company operation, Monday through Friday excluding holidays.

Business Office – The phrase “Business Office” means the primary location where the business operations of the Company are performed and where a copy of the Company’s price lists are made available for public inspection.

Call – A communication attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the Company’s switch or equivalent facility. The term “Call” expressly includes communications that are delivered to, or received from, persons or entities that include, but are not limited to: conference call providers, chat line providers, calling card providers, call centers, enhanced service providers, help desk providers, and residential and/or business users.

Carrier – A person, firm, partnership, corporation, or other entity which has been classified as a Telecommunications Carrier by the Federal Communications Commission.

Channel - A communications path between two or more points.

CIC - An interexchange carrier identification code.

CMRS - Commercial Mobile Radio Services

Company - Used throughout this price list to indicate the Issuing Carriers listed herein.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

Constructive Order - Delivery of calls to or acceptance of calls from the Company's End Users over Company's network or facilities constitutes a Constructive Order by the Customer to purchase Switched Access Services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes a Constructive Order of Switched Access Service by the Customer.

CPE - Customer Premises Equipment. All Terminal Equipment or other communications equipment and/or systems provided by the Customer for use with the Company's facilities and services.

Customer - Any person, firm, corporation or other entity which uses Company's services, including Switched Access Service, and is responsible for the payment of charges and for compliance with the Company's regulations under this price list. The Customer could be an interexchange carrier, a wireless provider, or any other Carrier (including carriers or providers originating or terminating toll VoIP-PSTN traffic). The Customer is responsible for the payment of charges associated with any Switched Access Service or other Service it uses, and for compliance with the terms and conditions of this Price list.

Customer End User - Any person, firm, partnership, corporation or other entity that subscribes to or otherwise uses the long distance, toll or other services of the Customer.

Customer Premises - The premises specified by the Customer for delivery of Switched Access Services, for example, an interexchange carrier's Point of Presence.

Delinquent or Delinquency – An account for which payment has not been made in full on or before the last day for timely payment.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

Dual Tone Multifrequency (DTMF) - Tone signaling, also known as touch tone signaling.

End Office/Central Office Switch - A switching system that sets up and takes down voice-grade communications paths, and routes between End Users and Carriers, or between two End Users, and that exchanges SS7/SIGTRAN signaling with other switches on the PSTN.

End User - Any person, firm, partnership, corporation or other entity, other than a Carrier (including carriers or providers originating or terminating Toll VoIP-PSTN traffic), that is a customer of a telecommunications service. The End User may, but need not, be a customer of some service provided by the Company.

Exchange - A group of lines in a unit generally smaller than a LATA established by the Company or other Local Exchange Carrier for the administration of communications service in a specified area. An Exchange may consist of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

Exchange Message Interface ("EMI") – The industry standard format used for exchange of telecommunications message information among carriers.

Facility (or Facilities) – Any item or items of communications plant or equipment used to provide or connect to Company Switched Access Service.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

FCC – Federal Communications Commission.

Holiday – The term “holiday” means 8:00 a.m. to, but not including 11:00 p.m. local time at the originating city on all Company-specific holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

Host Office - An electronic switching system that provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

Individual Case Basis or ICB - A process whereby the terms, conditions, rates and/or charges for a service provided under the general provisions of this price list are developed or modified based on the unique circumstances in each case.

Interexchange Carrier (IXC or IC) - A long distance telecommunications services provider that furnishes services between exchange areas and that charges its end user a toll in connection with that service.

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

Interstate - Refers to telecommunications between points located in different states within the United States or between a point or points in the United States and a point or points in another country.

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

Intrastate - Refers to telecommunications between points located within the same state.

LATA - Local Access and Transport Area. A geographic area for the provision and administration of communications services existing on February 8, 1996, as previously established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192; or established by a Bell operating company after February 8, 1996 and approved by the FCC; or any other geographic area designated as a LATA in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

Local Exchange Carrier (LEC) – A company that is certified by the relevant state utility commission to provide Local Exchange Services.

Local Exchange Services – Any service provided pursuant to a LEC's certification by, and/or price lists filed with, the relevant state utility commission.

Mosaic - Mosaic NetworX LLC, issuers of this price list.

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

N/A - Not Applicable.

Night/Weekend – The words “night/weekend” mean 11:00 p.m. to, but not including, 8:00 a.m. local time in the originating city, all day on Saturday, and all day Sunday except from 5:00 p.m. to, but not including, 11:00 p.m.

Non-business Hours – The phrase “non-business hours” means the time period after 5:00 p.m. and before 8:00 a.m., Monday through Friday, all day Saturday, Sunday, and on holidays.

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish a service or feature.

NPA - Numbering Plan Area or area code.

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

On-Hook - The idle condition of Switched Access Service or a telephone exchange line.

Originating Direction - The use of Switched Access Service for the origination of calls from an End User's Premises to a Customer's Point of Presence.

Point of Interconnection (POI) - The physical location, building or equipment where two separate networks connect to each other in order to pass telecommunications traffic and signaling.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

Point of Presence or POP - The premises associated with an interexchange or other carrier's communication and switching systems.

Public Switched Telephone Network (or PSTN) – The interconnected network of networks providing voice-grade switched communications service to end users with station addressing based upon the North American Numbering Plan, regardless of the technology or facilities used to provide this service, and regardless of the dialing plan or pattern actually used by a particular caller.

Query - The inquiry to a Company or Company-controlled database to obtain information, processing instructions or service data.

Recurring Charge - The charges to the Customer for services, facilities or equipment, which continue for the agreed upon duration of the service. Recurring charges do not vary based on Customer usage of the services, facilities or equipment provided.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

Services - Services provided pursuant to this Price list.

Service Commencement Date - For Services ordered pursuant to an ASR or Application for Service, the first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards 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 Customer may mutually agree on a substitute service commencement date.

Switch - An electronic device that is used to provide communications services, including Switched Access Services, long distance toll services and/or Local Exchange Services, and which may perform other functions as well.

Switched Access Service - Access to the network or facilities of the Company for the purpose of originating or terminating communications. Switched Access Service is available to Carriers, as defined in this price list. Switched Access Service includes services and facilities provided for the origination or termination of any intrastate communications regardless of the technology used in transmission, including, but not limited to, local exchange, long distance, and data communications services that may use either TDM or Internet Protocol ("IP") or other technology. Switched Access Service includes, but is not limited to, the functional equivalent of the incumbent local exchange carrier intrastate exchange access services typically associated with following rate elements: carrier common line (originating); carrier common line (terminating); local end office switching; interconnection charge; information surcharge; tandem switched transport termination; tandem switched transport facility (per mile); tandem switching; common transport multiplexing; and common trunk port.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D.)

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on a Customer's or End User's side of a Point of Demarcation.

Terminating Direction - The use of Switched Access Service for the completion of calls from a Customer's Point of Presence to an End User.

Timely Payment - A payment on a Customer's account made on or before the due date.

Toll VoIP-PSTN Traffic. Denotes a Customer's interexchange traffic exchanged with Company in Time Division Multiplexing ("TDM") format that originates and/or terminates in Internet Protocol ("IP") format. Toll traffic originates and/or terminates in IP format if it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.

Traffic - Another term for Calls. These terms expressly include communications that are delivered to, or received from, persons or entities that include, but are not limited to: conference call providers, chat line providers, calling card providers, call centers, help desk providers, and residential and/or business end users.

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

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

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Mosaic NetworX LLC

- 2.1.1 The Company undertakes to furnish the Services pursuant to the terms of this price list.
- 2.1.2 The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.3 The Company is responsible under this price list only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with End Users.
- 2.1.4 The Company arranges for installation, operation, and maintenance of the communications services provided in this price list for Customers in accordance with the terms and conditions set forth under this price list. The Customer shall be responsible for all charges due for such service arrangements.

2.2 Use of the Company's Service

- 2.2.1 Services provided under this price list may be used by the Customer for any lawful communications purpose for which the service is technically suited.
- 2.2.2 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.3 Any service provided under this price list may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this price list, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its End Users that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service. The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

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

2.3 Limitations

- 2.3.1 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.2 The furnishing of service under this price list is subject to the availability on a continuing basis of all the necessary facilities and equipment and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.
- 2.3.3 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.3.4 The Company may block any signals being transmitted over its network by Customers that cause interference to the Company or other users. Customer shall not be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.3.5 The Company reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this price list, or in violation of the law.
- 2.3.6 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.3.7 No Company services specified herein shall be provided until after the Company has completed, to its satisfaction, testing of such services and of Company systems, processes and procedures.

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

2.4 Assignment and Transfer

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties a) to any entity controlling, controlled by or under common control with the Company, whether direct or indirect; b) under any sale or transfer of all or substantially all the assets of the Company within the applicable state or states; or c) under any financing, merger or reorganization of the Company.

2.5 Application for Service

Customers may be required to enter into written or oral 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.

2.6 Ownership of Facilities

2.6.1 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code.

2.6.2 Title to all facilities utilized by the Company to provide service under the provisions of this price list shall remain with the Company, its partners, agents, contractors or suppliers. Such facilities shall be returned to the Company, its partners, agents, contractors or suppliers by the Customer, whenever requested, within a reasonable period following the request in original condition, reasonable wear and tear expected.

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

2.7 Liability of the Company

- 2.7.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, changing or removing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this price list (calculated on a proportionate basis where appropriate, at the sole discretion of the Company) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.7.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.7.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.7.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with FCC rules and regulations.

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

- 2.7 Liability of the Company (Cont'd.)
 - 2.7.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.
 - 2.7.6 No liability shall attach to the Company by reason of any defacement or damage to the Customer Premises resulting from the existence of the Company's equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the gross negligence or intentional misconduct of the Company or its employees.
 - 2.7.7 The Company makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
 - 2.7.8 Failure by the Company to assert its rights under a provision of this price list does not preclude the Company from asserting its rights under other provisions.

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

2.8 Liability of the Customer

- 2.8.1 The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.8.2 To the extent caused by the acts or omissions of the Customer as described in 2.8.1, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided to such third party.
- 2.8.3 The Customer shall be fully liable for any damages, including, without limitation, usage charges, that the Customer may incur as a result of the unauthorized use of services provided to a Customer. Unauthorized use occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this price list. The unauthorized use of the Company's services includes, but is not limited to, the placement of calls from the Customer Premises, and the placement of calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

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

2.9 Obligations of the Customer

2.9.1 The Customer is responsible for making proper application for service; for placing any necessary orders; for complying with tariff/price list regulations; and for payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A. reimbursing the Company for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the non-compliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the gross negligence or intentional misconduct of the employees or agents of the Company;
- B. providing at no charge, as specified from time to time by the Company, any needed equipment, secured space, power, supporting structures, and conduit to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- C. obtaining, maintaining and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of cable and associated equipment used to provide communications services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.9.1.B. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer; the Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- D. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment; the Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company; the Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;

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

2.9 Obligations of the Customer (Cont'd.)

2.9.1 (Cont'd.)

- E. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible under Section 2.9.1.C.; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- F. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- G. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which service is interrupted for such purposes;
- H. taking all steps necessary to cancel or otherwise discontinue any service(s) to be replaced by any of the Company's service(s) as described herein;
- I. ensuring that any Customer provided equipment and/or systems are properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this price list, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers; and

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

2.9 Obligations of the Customer (Cont'd.)

2.9.2 With regard to Services provided by the Company, specific Customer responsibilities include, but are not limited to the following:

A. Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria, or operating or maintenance characteristics of the facilities.

B. Network Contingency Coordination

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

C. Jurisdictional Reports

The jurisdictional reporting requirements will be as specified below. When a Customer orders Switched Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to reasonably determine the appropriate jurisdiction of the traffic.

- 1) Originating Access: Originating access minutes consist of traffic originating from the Company Central Office(s). The Customer must provide the Company with a projected PIU factor on an annual basis. If no PIU for originating minutes is submitted as specified herein, the Company will apply a default PIU of 50%.
- 2) Terminating Access: Terminating access minutes consist of traffic terminating to the Company Central Office(s). The Customer must provide the Company with a projected PIU factor on an annual basis. If no PIU for terminating minutes is submitted as specified herein, the Company will apply a default PIU of 50%.

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

2.9 Obligations of the Customer (Cont'd.)

2.9.2 (Cont'd.)

C. Jurisdictional Reports (cont'd.)

- 3) If the Company disputes the reasonableness of the PIU provided by the Customer or the reported PIU varies by more than five percentage points over the preceding PIU, the Company may ask the Customer to provide the data used by the Customer to determine the projected percentage. The Customer shall make accurate call detail records, from which the percentage of interstate and intrastate use can be derived, available for inspection as reasonably necessary for PIU verification. Such records shall be made available for inspection within 15 days of the Company's request for verification. The Company may refuse to change the projected percentage until sufficient evidence has been provided in support of the Customer's projection.

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

2.9 Obligations of the Customer (Cont'd.)

2.9.2 (Cont'd.)

D. Jurisdictional Audits:

- 1) The Customer shall keep sufficient detail from which the percentages of interstate and intrastate use reported to the Company can be verified and upon request of the Company make such records available for inspection and audit. The customer must maintain these records for 24 months from the date the report became effective for billing purposes.
- 2) Initiation of an audit will be at the sole discretion of the Company. The audit shall be performed by an independent party selected by the Company. An audit may be initiated by the Company for a single customer no more than once per year. The customer shall supply the required data within 30 calendar days of the Company request.
- 3) In the event that an audit reveals that any Customer reported PIU was incorrect, the Company shall apply the audit result to all usage affected by the audit. The Customer shall be backbilled or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Backbilled amounts are subject to a late payment penalty and payment shall be made in immediately available funds, within 31 days from receipt of bill or by the following bill date, whichever is a shorter period.
- 4) Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of access charges to the Company of five percent or more of the total Switched Access Services bill, the customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail, submitted to the Company by the auditor.
- 5) Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the customer to receive such results.

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

2.10 Billing and Payment For Service

2.10.1 Responsibility for Charges

The Customer is responsible for payment of all charges for Services provided pursuant to this price list. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- A. any delegation of authority resulting in the use of Customer's communications equipment and/or network services that result in the placement of calls via the Company's network;
- B. any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize; and
- C. any calls placed by or through the Customer's equipment via any remote access feature(s).

2.10.2 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this price list. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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

2.10 Billing and Payment For Service (Cont'd.)

2.10.3 Payment for Service

- A. All charges due from the Customer are payable to the Company or any agent duly authorized to receive such payments.
- B. Non-recurring charges for installations, service connections, moves or rearrangements are due and payable upon receipt of the Company's invoice by the Customer. At the Company's discretion, payment of all or a portion of any non-recurring charges may be required prior to commencement of facility or equipment installation or construction required to provide the services requested by the Customer.
- C. 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 as specified on the bill.
- D. When billing is based upon Customer usage, usage charges will be billed monthly in arrears for service provided in the preceding billing period. Charges shall be due and payable as specified on the bill.
- E. For Services ordered pursuant to an ASR or Application for Service, Customer billing will begin on the service commencement date, which is the day the Company determines in its reasonable sole discretion 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 under this price list or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- F. When service does not begin on the first day of the month, or end on the last day of the month, the Recurring Charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 (thirty) days.
- G. Amounts not paid within 30 (thirty) days after the mailing date of invoice will be considered past due.
- H. The Company occasionally may backbill for its services provided in prior months. The Company will notify Customers before commencing backbilling. Such notice will be provided as soon as possible after the Company discovers that there is a need for backbilling.

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

2.10 Billing and Payment For Service (Cont'd.)

2.10.3 Payment for Service (Cont'd.)

- I. The Company will endeavor to bill usage charges monthly for the preceding billing period; however, the Company's failure to do so shall not affect the Customer's liability for such charges irrespective of the length of delay between the date of usage and the Company's billing for such usage. Company is permitted to backbill for usage within two (2) years of the date upon which service was provided.

2.10.4 Disputed Charges

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim, including but not limited to the specific invoices and amounts disputed, and all reasons therefor. All claims must be submitted to the Company within thirty (30) days of the invoice date of the bill for the disputed services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter. The Company shall review Customer disputes in a reasonably timely fashion, and the Company shall resolve each dispute based on the terms of this price list.
- B. Customer shall pay any disputed charges in full by the due date of the disputed invoice(s) and in any event, prior to or at the time of submitting a good faith dispute. Failure to tender payment for disputed invoices or portions thereof is a sufficient evidence for the Company to deny a dispute due to the Customer's failure to demonstrate that the dispute was made in good faith.
- C. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending resolution of the disputed amount shall be subject to the late payment penalty as set forth in 2.10.5.
- D. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.
- E. In the event that the Company pursues a claim in Court or before any regulatory body arising out of a Customer's refusal to make payment pursuant to this price list, including refusal to pay for services originating from or terminating to any End User, and the Company prevails on all or a substantial part of its claim, Customer shall be liable for the payment of the Company's reasonable attorneys' fees expended in collecting those unpaid amounts.

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

2.10 Billing and Payment For Service (Cont'd)

2.10.5 Late Payment Fees

A late payment charge of 1.5% per month, or the highest rate permitted by applicable law, whichever is less, shall be due to the Company for any billed amount for which payment has not been received by the Company within thirty (30) days of the invoice date of the Company's invoice for service, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. If the payment due date falls on a Saturday, Sunday, legal holiday or other day when the offices of the Company are closed, the date for acceptance of payments prior to assessment of any late payment fees shall be extended through to the next business day. All portions of the bill, whether disputed or undisputed, must be paid by the payment due date to avoid assessment of a Late Payment Fee.

2.10.6 Returned Check Charge

A service charge equal to \$35.00, or the actual fee incurred by Company from a bank or financial institution, whichever is greater, will be assessed for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

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

2.11 Taxes, Surcharges and Fees

- 2.11.1 All taxes, including state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax), are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this price list. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, sales tax, occupation tax, license tax, permit fee, rights-of-way fee, franchise fee, or other regulatory fee or tax, such fees and taxes shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. It shall be the responsibility of the Customer to pay any such taxes and fees that subsequently become applicable retroactively.
- 2.11.2 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

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

2.12 Deposits and Advanced Payments

2.12.1 General

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures. Where a Customer's creditworthiness is unacceptable to the Company, Company may refuse to provide service, require a deposit or advance payment, or otherwise restrict or interrupt service to a Customer.

2.12.2 Deposits

- A. The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer that has established satisfactory credit and has no history of late payments to the Company.
- B. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.
- C. The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.

2.12.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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

2.13 Cancellation by Company

- 2.13.1 Service continues to be provided until canceled by the Customer pursuant to Section 2.13 or until discontinued by the Company. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this price list.
- 2.13.2 The Company may refuse or discontinue service to a Customer without notice under the following conditions:
- A. For violation of law or this price list: Except as provided elsewhere in this price list, the Company may refuse, suspend or cancel service, without notice, for any violation of terms of this price list, for any violation of any law, rule, regulation, order, decree or policy of any governmental authority of competent jurisdiction, or by reason of any order or decision of a court or other governmental authority having jurisdiction which prohibits the Company from furnishing such service or prohibits Customer from subscribing to, using, or paying for such service.
 - B. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Company may refuse, suspend or cancel service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
 - C. In the event of a national or local emergency in which the Company has reason to believe that its services may be used for causing terrorist acts or harm to citizens.
 - D. In the event of Customer's or Customer's authorized or unauthorized End User's use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
 - E. In the event of tampering with the equipment or services of the Company or its agents.
 - F. In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, to the extent that Company opts to restore such service, require the Customer to make, at Customer's own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
 - G. If any of the facilities, appliances, or apparatus on the Customer Premises are found to be unsafe or causing harm to the Company's facilities. In such cases, Company may refuse to furnish service until the Customer shall have remedied the condition.

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

2.13 Cancellation by Company (Cont'd.)

2.13.3 The Company may refuse or discontinue service to Customer upon five (5) days written notice to comply with any of the following:

- A. For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is past due.
- B. For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, may, at the Company's discretion, be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.
- C. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- D. For Customer use or Customer's permitting use of obscene, profane or grossly abusive language over the Company's facilities, and who, after five (5) days notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.
- E. For use of telephone service for any property or purpose other than that described in the application.
- F. For Customer's breach of any contract for service between the Company and the Customer.
- G. For periods of inactivity in excess of sixty (60) days.

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

2.14 Restoration of Service

- 2.14.1 If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes service to be restored, service may be restored at the Company's sole discretion, when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Customers whose service was disconnected for nonpayment may be required to pay a deposit and/or advance payment prior to service restoration.
- 2.14.2 A restoration fee of \$25.00, or the actual costs incurred by the Company plus an administrative charge, whichever is greater, applies to Customers whose service is restored following disconnection by the Company.
- 2.14.3 Restoration of disrupted services shall be in accordance with applicable Commission and/or Federal Communications Commission Rules and Regulations specified in 47 C.F.R., Chapter I, Part 64, Appendix A, which specify the priority system for such activities.

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

2.15 Provision of Company Equipment and Facilities

- 2.15.1 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.15.2 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided to the Customer except following required notice procedures.
- 2.15.3 Equipment the Company provides or installs at the Customer Premises shall not be used for any purpose other than that for which the equipment is provided.
- 2.15.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished under this price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price list and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- A. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - B. the reception of signals by Customer-provided equipment; or
 - C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.16 Interconnection**

- 2.16.1 Service furnished by the Company may be connected with services or facilities of other carriers and with private systems, subject to technical limitations established by the Company, at a mutually acceptable facility POI. Service furnished by the Company is not part of a joint undertaking with such other carriers or systems. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.16.2 Customer's connection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or systems with Company's facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- 2.16.3 The Customer shall ensure that the facilities or equipment provided by another carrier are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon five (5) days written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.16.4 If harm to the Company's network, personnel or services is imminent due to interconnection with another carrier's services, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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

2.17 Customer-Provided Equipment

- 2.17.1 Terminal equipment on the Customer's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.
- 2.17.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.
- 2.17.3 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements under this Section 2.18 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 2.17.4 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action, as it deems necessary to protect its facilities, equipment, and personnel. The Company may, upon five (5) days written notice, require the use of additional protective equipment at the Customer's expense. If this written notice fails to remedy any protective deficiencies or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.17.5 If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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

2.18 Inspection, Testing and Adjustments

- 2.18.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this price list are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.18.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four (24) hours in length and is requested by the Customer.
- 2.18.3 The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period applies to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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

2.19 Notices and Communications

- 2.19.1 The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.19.2 The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on bills for service to which the Customer shall mail payment on that bill.
- 2.19.3 Notice of a pending disconnection of a Customer's service may contain the reason for the notice, the date of the notice, a description of any remedies the Customer may make, the time allotted for the Customer to make remedies (if any), and a toll free customer service number the Customer may call to obtain additional information.
- 2.19.4 Except as otherwise stated in this price list, all other notices or communications required to be given under this price list will be in writing.
- 2.19.5 Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the second business day following placement of the notice, communication or bill with the U.S. mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.19.6 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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

2.20 Mixed Interstate and Intrastate Switched Access Services

2.20.1 When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features changes shall be determined through the procedure set forth in 2.9.2, above.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.21 Determination of InterMTA and IntraMTA Traffic**

CMRS providers will have the responsibility of providing, on a quarterly basis (or as otherwise agreed to by the Company), a report to the Company providing the percentage of the CMRS provider's traffic terminated to the Company that is intraMTA or interMTA. The report will also detail what percentage of the interMTA traffic is intrastate and what percentage is interstate (PIU).

Reports regarding the percentages of intraMTA or interMTA traffic (and the intrastate or interstate jurisdiction of interMTA traffic) shall be based on a reasonable traffic study conducted by the CMRS provider and available to the Company upon request. Upon reasonable written notice, the Company or its authorized representative shall have the right to conduct a review and verification of the CMRS provider's reported percentages. This includes on-site verification reviews at the CMRS provider's or vendor locations. The review may consist of an examination and verification of data involving records, systems, procedures and other information related to the traffic originated by the CMRS provider and terminated to the Company. The customer shall keep records of call detail, including not altering directly or indirectly with a third party call origination or termination data from which the call jurisdiction can be ascertained. The CMRS provider will provide the Company with reasonable access to such information as is necessary to determine amounts payable under this price list.

If the CMRS provider fails to provide the verifiable reports required under this section, the Company will apply a default percent interMTA of 100% (and a default PIU of 50% on all interMTA traffic), on all traffic originated by the CMRS provider for termination by the Company.

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

- 3.1.1 Switched Access Service provides a switched, voice grade communications path between a Customer's Point of Presence and a point of demarcation with an End User, which may be used to originate calls from such End User to the Customer's network and to terminate calls from the Customer's Network to such End User. In the case of Tandem Connect Access, this communications path may be provided jointly by the Company and another telecommunications provider, in which case each provider will bill separately for the functions they provide.
- A. The completion of an Intrastate originating call from an End User's Terminal Equipment to a Customer's POP or an Intrastate terminating call from a Customer's POP to an End User's Terminal Equipment using any Facilities provided by the Company shall constitute the provision of Switched Access Service to the Customer, regardless of whether such call was intended or authorized by the End User; regardless of whether the End User or the Company, or either of them, is in compliance with any terms or conditions of any contract, tariff, or other arrangement between the End User and the Company; and regardless of whether the making of such call was authorized under or otherwise in compliance with the terms or conditions of any service provided by the Customer to its subscriber.
- 3.1.2 When a rate as set forth in this price list is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- 3.1.3 In the absence of an ASR as described in Section 3.4, Customer's delivery of calls to, or acceptance of calls from, End Users via direct or indirect interconnection with the Company shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's Switched Access Services as described and priced herein.
- 3.1.4 Pursuant to the Federal Communications Commission's Part 51 Interconnection Rules and the Federal Communications Commission's Report and Order and Further Notice of Proposed Rulemaking in CC Docket Nos. 96-45 and 01-92, et al., released November 18, 2011 (FCC 11-161), in the absence of an interconnection agreement between Company and the Customer specifying the treatment of Toll VoIP-PSTN traffic, Company will bill the Customer the applicable switched access rates and charges as specified in Company's FCC access tariff on all traffic identified as Toll VoIP-PSTN traffic.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.2 Manner of Provision**

- 3.2.1 Switched Access is furnished for the Customer's use in originating calls from and terminating calls to End Users.
- 3.2.2 Switched Access service will be provided with SS7/SIGTRAN Signaling or a compatible form of signaling.
- 3.2.3 Two types of Switched Access are available:
- A. Tandem Connect Access: This option applies when there are no direct facilities between the Customer's POP and the Company's Central Office. Traffic is routed to and from the Central Office via the appropriate third-party Access Tandem. Delivery of calls to, or acceptance of calls from, End User(s) via Company-provided Tandem Connect Access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein
 - B. Direct Connect Access: This option applies when the Company or a third party provides a dedicated transmission path between the Customer's Point of Presence and the Company's Central Office. The Customer is responsible for providing such facilities itself or for negotiating such arrangements with potential third-party suppliers. To the extent that the Company is able to provide such arrangements, the dedicated portion of Direct Connect Access would be provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 6 of this price list.

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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.3 Switched Access Service****3.3.1 Switched Transport**

For traffic delivered via Tandem Connect Access, Switched Transport rate elements shall apply. As used in this Section 3.3.1, "Switched Transport rate elements" include (without limitation) tandem switched termination rate elements, tandem switched facility rate elements, tandem switching rate elements, and common transport multiplexing rate elements.

3.3.2 End Office Switching

For traffic delivered via Tandem or Direct Connect Access, End Office Switching rate elements shall apply. As used in this Section 3.3.2, "End Office Switching rate elements" include (without limitation) local switching rate elements, common trunk port rate elements, and carrier common line rate elements.

3.3.3 Toll Free (8XX) Transit Traffic Service

Toll Free (8XX) Transit Traffic Service is a Switched Access Service in which the Company transits toll free traffic originated by a third party who is not a Company End User through Company's switch and routes such traffic to Customer. Toll Free 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.

3.3.4 Originating Toll Free (8XX) Access

Originating Toll Free (8XX) Access is a Switched Access Service in which the Company routes toll free traffic originated by a third party (including CLECs, ILECs, CMRS providers, and VoIP providers) through Company's switch and transports such traffic to the Customer. Switched Transport, End Office Switching, and Query elements apply based on the functions provided.

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

3.4 Access Ordering

3.4.1 General

- A. Customers may order Switched Access Service through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.
- B. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.
- C. The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:
 - 1) Customer name and Customer Premises address(es);
 - 2) Billing name and address (when different from Customer name and address); and
 - 3) Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

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

3.4 Access Ordering (Cont'd.)

3.4.2 Access Service Date Intervals

- A. Access Service is provided with Standard or Negotiated Intervals.
- B. The Company will specify a firm order confirmation date and Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:
- 1) For service provided under a Standard Interval: The Standard Interval for Switched Access Service ordered by ASR will be sixty (60) business days from the Application Date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Premises. Switched Access Service provided under the Standard Interval will be installed during Company business hours.
 - 2) For service provided under a Negotiated Interval: The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six (6) months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date, except as otherwise agreed by the Company in writing. The Company will negotiate a Service Date interval with the Customer when:
 - (a) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
 - (b) There is no existing facility connecting the Customer Premises with the Company; or
 - (c) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if additional engineering or special construction is required to complete the order); or
 - (d) The Company determines that Switched Access Service cannot be installed within the Standard Interval.

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

3.4 Access Ordering (Cont'd.)

3.4.2 Access Service Date Intervals (Cont'd.)

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

3.4.3 Access Service Request Modifications

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

3.5 Special Construction or Special Service Arrangements

- 3.5.1 Subject to the agreement of the Company and to all of the regulations contained in this price list, special construction of Company facilities or development of special service arrangements may be undertaken by the Company on a reasonable-efforts basis at the request of the Customer. Such construction or arrangements will be provided pursuant to regulations contained in Section 6 of this price list.

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

3.6 Obligations of the Company

3.6.1 With regard to Services provided by the Company, specific Company responsibilities include, but are not limited to the following:

A. Network Management

The Company will administer its network to ensure that provision of acceptable service levels to all Customers and End Users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with minimal delay encountered within the Company network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of traffic, over any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

B. Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment.

Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

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

3.7 Obligations of the Customer

3.7.1 The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are in addition to obligations specified in Section 3.9 of this price list and are as follows:

A. Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable:

Jurisdictional Reports

When a Customer orders Switched Access Service that may be used for both interstate and intrastate traffic, the Customer is responsible for providing reports as set forth in Section 2.9.2, preceding. Charges will be apportioned in accordance with those reports.

B. On and Off-Hook Supervision

The Customer's facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

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

3.8 Rate Regulations

3.8.1 General

There are three types of rates and charges that apply to Switched Access Service provided by the Company. These are monthly recurring charges, usage charges, and nonrecurring charges.

3.8.2 Types of Charges

- A. Nonrecurring charges are one-time charges that apply for a specific work activity. For example, nonrecurring charges may apply for installation of service, installation of optional features and service rearrangements.
- B. Recurring Charges are flat monthly rates that apply for each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have thirty (30) days.
- C. Usage Charges are rates that apply only when a specific rate element is used. These are applied on a per-access minute, a per-call or per-query basis. Usage rates are accumulated over a monthly period.

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

3.8 Rate Regulations (Cont'd.)

3.8.3 Measurement of Access Minutes

- A. When recording originating calls over Switched Access Service with SS7/SIGTRAN signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating Switched Access Service usage ends when the entry switch receives or sends a release message, whichever occurs first.
- B. For terminating calls over Switched Access Service with SS7/SIGTRAN signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating Switched Access Service call usage ends when the entry switch receives or sends a release message, whichever occurs first.
- C. Mileage, where applicable, will be measured in accordance with standard industry practices.
- D. The Company will use the Small Exchange Carrier Access Billing ("SECAB") guidelines, or the Carrier Access Billing System ("CABS") guidelines, or other system that emulates or otherwise produces a reasonable substitute for the output of SECAB or CABS, for billing all charges under this price list. The Company will provide billing using a hardcopy format or upon request, a mechanized medium (e.g., cartridge tape, CD ROM, etc.). Bills will be accurate and contain sufficient supporting details to allow customers to account for the charges and to verify their accuracy in a reasonable and timely fashion. Requests for additional bill detail will be handled and priced on an Individual Case Basis (ICB).
- E. The rates charged for Switched Access elements identified herein are applied in a manner such that the rate charged by the Company reasonably approximates the rate charged by the relevant Incumbent Local Exchange Carrier for each Switched Access element.

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

3.8 Rate Regulations (Cont'd.)

3.8.4 Moves

A. A move of services involves a change in the physical location of one of the following:

- 1) The point of termination at the Customer Premises, or
- 2) The Customer Premises

B. The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below:

1) 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.

2) Moves to a Different Building

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.

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

3.8 Rate Regulations (Cont'd.)

3.8.5 Installation of Optional Features

- A. If a separate nonrecurring charge applies for the installation of an optional feature available with Switched Access Service, the charge applies whether the feature is installed coincident with the initial installation of service or at any time subsequent to the initial installation of service.
- B. For all other changes, including the addition of, or modifications to, optional features without separate nonrecurring charges, a charge equal to one half the Switched Transport nonrecurring (i.e. installation) charge will apply. When an optional feature is not required on each transmission path, but rather for an entire transmission path group, an end office or an access tandem switch, only one such charge will apply.

3.8.6 Service Rearrangements

- A. Service rearrangements are changes to existing services which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer Premises or the Customer End User's premises. Changes, which result in the establishment of new minimum period obligations, are treated as disconnects and starts.
- B. The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.
- C. Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

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

3.8 Rate Regulations (Cont'd.)

3.8.7 VoIP-PSTN Traffic

- A. This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates (unless the parties have agreed otherwise) per federal rule 47 CFR §51.913 set by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC No. 11-161 (Nov. 18, 2011) ("FCC ICC Order") as amended. Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Relevant VoIP-PSTN Traffic") from Customer's traditional intrastate access traffic, so that Relevant VoIP-PSTN Traffic can be billed in accordance with the FCC ICC Order as amended.
- B. Relevant intrastate VoIP-PSTN Traffic identified in accordance with this tariff subsection, and in the absence of a separate agreement between Company and Customer requiring otherwise, will be billed at rates equal to Company's applicable tariffed interstate switched access rates as provided in Mosaic NetworX LLC FCC Tariff No. 1. Until June 30, 2014, intrastate originating VoIP-PSTN traffic will be billed at intrastate originating access charges specified in this tariff. Effective July 1, 2014, intrastate originating VoIP-PSTN traffic will be billed at rates equal to Company's applicable tariffed interstate switched access rates as provided in Mosaic NetworX LLC FCC Tariff No. 1 at <https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=510>.
- C. Company will determine the weighted access rate based on Company's applicable interstate and intrastate access rates and a Percent VoIP Usage ("PVU") factor as set forth herein. The same PVU factor shall apply to all originating and terminating intrastate access minutes. Company will apply the PVU factor equal to the percentage of VoIP subscribers in the state of Florida found in the most recently released FCC Local Competition Report (or, if state data is unavailable, the percentage of VoIP subscribers for the United States).
- D. Company will develop a weighted access rate reflecting, per rule 47 CFR §51.913, the application of interstate switched access rates to intrastate VoIP-PSTN minutes of use ("MOUs") based on the PVU factor and Company's applicable interstate and intrastate access rates. This rate will be calculated as: PVU times the relevant interstate switched access rates found in Mosaic NetworX FCC Tariff No. 1 at <https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=510> plus the relevant intrastate switched access rates times (1.0 minus the PVU factor). This weighted rate will apply to the total terminating intrastate access MOUs exchanged with the customer to determine the access charges due on terminating intrastate traffic. After July 1, 2014 this weighted rate will also apply to the total originating intrastate access MOUs exchanged with the customer to determine the access charges due on originating intrastate traffic.

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

3.8 Rate Regulations (Cont'd.)

3.8.7 VoIP-PSTN Traffic (Cont'd.)

- E. The PVU factor shall be updated when a new FCC Local Competition Report is released (or when an individual PVU factor is calculated pursuant to subsection 3.8.7(F) below), which will be updated no later than 30 days from the semi-annual release of the FCC Local Competition Report. The updated PVU factor will apply prospectively to Customer's next applicable billing cycle and serve as the basis for billing until superseded by a new PVU.
- F. If Customer believes that the PVU factor determined in subsection 3.8.7(C), as applicable, is incorrect, it may seek to revise the PVU factor using the procedure described in this subsection 3.8.7(F). Any changes to the PVU factor pursuant to this subsection shall be effective as of the next billing cycle after Customer provides the data required for recalculation, including documentation sufficient to establish the accuracy of the calculation of the PVU-C (as defined below).
 - (1) When a customer requests revision of the PVU, the individual PVU will be derived and applied as follows:
 - a. Customer will calculate and furnish to Company a factor (the PVU-Customer or "PVU-C") representing the percentage of the total intrastate access MOUs that the customer exchanges with Company in Florida that: (a) is sent to Company by Customer and that originated in IP format; or (b) is received from Company by Customer and terminated in IP format, as applicable. This PVU-C shall be based on information such as the number of Customer's retail VoIP subscriptions in Florida (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information. Customer must provide sufficient documentation to establish the accuracy of its calculations. Company shall notify Customer within 30 days of submission of the documentation whether Customer's PVU-C will be accepted.
 - b. Company's factor will be the PVU-Provider or "PVU-P," which will be equal to the percentage of VoIP subscribers in the state of Florida found in the most recently released FCC Local Competition Report (or, if state data is unavailable, the percentage of VoIP subscribers for the United States).

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

3.8 Rate Regulations (Cont'd.)

3.8.7 VoIP-PSTN Traffic (Cont'd.)

F. (Cont'd.)

(1) (Cont'd.)

- c. Company will use the PVU-C and PVU-P factors to calculate an individual PVU factor that represents the percentage of total intrastate access MOUs exchanged between Company and Customer that is originated or terminated in IP format, whether at Company's end, at Customer's end, or at both ends. The individual PVU factor will be calculated as the sum of: (A) the PVU-C factor and (B) the PVU-P factor times (1.0 minus the PVU-C factor).
 - d. Company will use the individual PVU factor to develop and apply weighted access rates as described in 3.8.7(C) and 3.8.7 (D).
- (2) If the PVU is determined in accordance with this subsection 3.8.7(F), not more than twice in any year, Company may ask Customer to verify the PVU-C factor furnished to Company and Customer may ask Company to verify the PVU-P factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-C and PVU-P factors. If Customer does not comply with a request from Company for verification of the PVU-C factor within thirty (30) days, the PVU-C shall be set equal to zero until such time as Customer provides the information required by subsection 3.8.7(F)(1)(a).

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SECTION 4 – RATES AND CHARGES**4.1 Access Service Rates and Charges****4.1.1 AT&T Areas**Originating

(A)	Tandem Switching per minute of use	\$0.0005000
(B)	Tandem Switched Transport - Termination per minute of use	\$0.0003600
(C)	Tandem Switched Transport – Facility per minute of use per mile	\$0.0000400
(D)	Common Transport Multiplexing (DS3/DS1) per minute of use	\$0.0003870
(E)	Common Trunk Port per minute of use	\$0.0008000
(F)	Local Switching per minute of use	\$0.0081310
(G)	Carrier Common Line per minute of use	\$0.0000000
(H)	Interconnection Charge per minute of use	\$0.0000000

Terminating

See Mosaic's Tariff FCC No. 2 at
<https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=510>.

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SECTION 4 – RATES AND CHARGES, (CONT'D.)

4.1 Access Service Rates and Charges (Cont'd.)

4.1.2 Verizon Areas

Originating

(A)	Tandem Switching per minute of use	\$0.0007500
(B)	Tandem Switched Transport - Termination per minute of use	\$0.0000000
(C)	Tandem Switched Transport – Facility per minute of use per mile	\$0.0000020
(D)	Common Transport Multiplexing (DS3/DS1) per minute of use	\$0.0000000
(E)	Common Trunk Port per minute of use	\$0.0016920
(F)	Local Switching per minute of use	\$0.0072795
(G)	Carrier Common Line per minute of use	\$0.0159409
(H)	Interconnection Charge per minute of use	\$0.0000000

Terminating

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SECTION 4 – RATES AND CHARGES, (CONT'D.)

4.1 Access Service Rates and Charges (Cont'd.)

4.1.3 CenturyLink Areas

Originating

(A)	Tandem Switching	
	per minute of use, Zone 1	\$0.0007920
	per minute of use, Zone 2	\$0.0008800
	per minute of use, Zone 3	\$0.0009240
(B)	Tandem Switched Transport - Termination	
	per minute of use, Zone 1	\$0.0001800
	per minute of use, Zone 2	\$0.0002000
	per minute of use, Zone 3	\$0.0002100
(C)	Tandem Switched Transport – Facility	
	per minute of use per mile, Zone 1	\$0.0000360
	per minute of use per mile, Zone 2	\$0.0000400
	per minute of use per mile, Zone 3	\$0.0000420
(D)	Common Transport Multiplexing (DS3/DS1)	
	per minute of use, Zone 1	\$0.0003270
	per minute of use, Zone 2	\$0.0003600
	per minute of use, Zone 3	\$0.0003700
(E)	Common Trunk Port	
	per minute of use	\$0.0005570
(F)	Local Switching	
	per minute of use	\$0.0174670
(G)	Carrier Common Line	
	per minute of use	\$0.0032720
(H)	Interconnection Charge	
	per minute of use	\$0.0000000

Terminating

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SECTION 4 – RATES AND CHARGES, (CONT'D.)

4.2	800 Query Charges	
	AT&T Areas	\$0.0040000
	Verizon Areas	\$0.0100000
	CenturyLink Areas	\$0.0080370

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SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES

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SECTION 6 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION

6.1 Special Contract Arrangements

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this price list. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

6.2 Special Service Arrangements

6.2.1 If a Customer's requirements cannot be met by services included in this price list, or pricing for a service is shown in this price list as ICB, the Company will provide, where practical and at its sole discretion, special service arrangements at charges to be determined on an Individual Case Basis. These special service arrangements will be provided if the provision of such arrangements is not detrimental to any other services furnished under the Company's tariffs/price lists.

6.2.2 Special service arrangement rates are subject to revision depending on changing costs or operating conditions.

6.2.3 If and when a special service arrangement becomes a generically price listed offering, the price listed rate or rates will apply from the date of price list approval.

6.3 Non-Routine Installation Charges

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays or night hours, additional charges may apply.

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San Rafael, CA 94903

SECTION 6 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION, (CONT'D.)**6.4 Special Construction Charges****6.4.1 General**

- A. Special construction charges may apply for services provided to the Customer by the Company. Special construction includes but is not limited to that construction undertaken:
- 1) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
 - 2) of a type other than that which the Company would normally utilize in the furnishing of its services;
 - 3) over a route other than that which the Company would normally utilize in the furnishing of its services;
 - 4) in a quantity greater than that which the Company would normally construct;
 - 5) on an expedited basis;
 - 6) on a temporary basis until permanent facilities are available;
 - 7) involving abnormal costs;
 - 8) in advance of its normal construction; or
 - 9) when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's price list.
- B. Where the Company furnishes a facility or service requiring special construction, charges will be determined by the Company and may include: (1) non-recurring charges; (2) recurring charges; (3) usage charges; (4) termination liabilities; or (5) a combinations thereof.
- C. Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

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Issued By:

Chief Operating Officer
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