

ACCESS SERVICES TARIFF

OF

FiberNet, LLC

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interstate access service provided by FiberNet, LLC.

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Issued: July 30, 2001

Effective: July 31, 2001

Issued By:

Steven Hamula, Esquire  
Director of Regulatory Affairs  
FiberNet, LLC  
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Charleston, West Virginia 25301

fcc0101

**CHECK SHEET**

Pages of this tariff, 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 tariff and are currently in effect as of the date on the bottom of this page.

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Issued: February 25, 2010

Effective: February 26, 2010

Issued By:

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fcc0101

**CONCURRING CARRIERS**

FiberNet of Michigan, LLC  
FiberNet Telecommunications of Pennsylvania, LLC  
FiberNet of Ohio, LLC  
FiberNet of Virginia, Inc. (N)

**CONNECTING CARRIERS**

None

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Issued: December 5, 2008

Effective: December 8, 2008

Issued By:

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fcc0101

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**SYMBOLS**

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

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

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**TARIFF FORMAT**

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages occasionally are added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- 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 FCC. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the FCC follows in its tariff approval process, the most current page number on file with the FCC is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
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  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.3(i).(1).
- D. Check Sheets** - When a tariff filing is made with the FCC an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated on the check sheet by an asterisk(\*). There will be no other symbols used on the check sheet if these are the only changes made to it. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the FCC.

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**SECTION 1 - DEFINITIONS**

Certain terms used generally throughout this tariff are defined below:

Access Code: A uniform seven digit code assigned by the company to an individual Customer. The seven digit code has the form 950-XXXX or 101XXXX.

Access Service: Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An Exchange carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customer's premises.

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

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

Co-Carrier: Any other telecommunications provider authorized by the Commission to provide local exchange service in the state.

Common Channel Signaling (CCS): A high-speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

Commission: Federal Communications Commission

Company: FiberNet, LLC, issuer of this tariff.

Customer: The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with the Company's tariff terms and conditions. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

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**SECTION 1 - DEFINITIONS, (Cont'd.)**

8XX Data Base Access Service: Denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844,855,866,877 or 888 as available) is used.

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

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Entrance Facility: A trunk facility connecting the customer's point of presence with the local switching center.

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

FiberNet – Refers to FiberNet, LLC, issuer of this tariff.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

Individual Case Basis (ICB): A service arrangement in which the terms and conditions, rates and charges are developed based on the specific circumstances of the Customer's situation.

Interexchange Carrier (IXC): Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

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

Line Information Data Base (LIDB): The data base which contains basic information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Calling: A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.

Local Exchange Carrier (LEC): See Exchange Carrier

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**SECTION 1 - DEFINITIONS, (Cont'd.)**

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

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's network.

Mutual Traffic Exchange: A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in-kind" for terminating local exchange traffic on the other's network.

Node: The Company office where all Customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

Non-Recurring Charges: The one-time charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the service Order is executed.

North American Dialing Plan: Consists of the continental United States, Alaska, Hawaii, Canada, and those parts of Mexico in the 903 Area Code, Bermuda, Puerto Rico, the Virgin Islands, and other Caribbean Islands in the 908 Area Code.

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

On-Hook: The idle condition of switched access or a telephone exchange service line.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's network.

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**SECTION 1 - DEFINITIONS, (Cont'd.)**

Point to Point Service: Point to Point Service is an unswitched full time transmission service utilizing the company's facilities to connect two or more Customer designated locations.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.)

Presubscription: An arrangement whereby a Customer may select and designate to the Company an Exchange Carrier it wishes to access, without an access code, for completing interLATA and/or intraLATA toll calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

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

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order for this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and telegraph (CCITT) and the American National Standards Institute (ANSI).

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched access is available to carriers, as defined in this tariff.

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

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

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.1 Undertaking the Company**

FiberNet, LLC services offered pursuant to this Tariff are furnished for Switched and Dedicated Access Service. The Company may offer these services over its own or resold facilities.

The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carrier or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the company's network. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

**2.1.1 Use**

Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited. 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 Limitations****2.2.1 Shortage of Equipment Facilities**

- .1 The Company reserves the right to limit or 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 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities 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.
- .3 The company may decline applications for service to or from a location where the necessary facilities or equipment are not available.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.2 Limitations, (Cont'd.)**

- 2.2.2** Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.2.3** The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- 2.2.4** The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.2.5** The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.2.6** The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.3 Liability of the Company**

- 2.3.1** The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts of omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.11, below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents. (T)
- 2.3.2** The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.11, the Company's liability, if any, shall be limited as provided herein. (T)
- 2.3.3** The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, rule, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.3 Liability of the Company, (Cont'd.)**

- 2.3.4** The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
- 2.3.5** The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.3.6** The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance. removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 2.3.7** The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- 2.3.8** Notwithstanding the Customer's obligations as set forth in this tariff, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the company with apparatus and systems of the Customer or others; and all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.3 Liability of the Company, (Cont'd.)**

- 2.3.9** The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the end User's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the end User's own communications; patent infringement claims arising from the end User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the end User in connection with any service provided pursuant to this tariff.
- 2.3.10** The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.3.11** The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.3.12** The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- 2.3.13** The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.3 Liability of the Company, (Cont'd.)**

**2.3.14** The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or systems or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6. following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.4 Obligations of the Company**

**2.4.1** Service may be initiated based on a written or verbal agreement between the Company and the Customer.

**2.4.2 Notification of Service-Affecting Activities**

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 preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. The Company will work cooperatively with Customers to determine their reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.4 Obligations of the Company, (Cont'd.)****2.4.3 Provision of Equipment and Facilities**

- .1** The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the terms and conditions contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for delays that are beyond the control of the Company in commencing service to any Customer.
- .2** The Company shall use reasonable efforts to maintain facilities 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 installed by the Company, except upon the written consent of the Company.
- .3** Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.
- .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 pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond 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 - TERMS AND CONDITIONS, (Cont'd.)****2.4 Obligations of the Company, (Cont'd.)****2.4.3 Provision of Equipment and Facilities, (Cont'd.)**

- .5 The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

**2.4.4 Non-routine Installation**

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, and/or night hours, additional charges may apply.

**2.4.5 Ownership of Facilities**

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

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.5 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 tariff or by mutually agreed upon contract. The right is reserved to require a minimum charge in excess of one month's service. If the period of use exceeds one month, the charges for the fractional part of a month following and consecutive with a full month are a proportionate part of the monthly charges, based on the actual number of days the service is furnished. For the purpose of determining charges for a fractional part of a month, every month is considered to have thirty (30) days.

**2.6 Assignment or 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 express written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to such permitted transferees or assignees, as well as all conditions of service.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.7 Obligations of the Customer****2.7.1 General** - The Customer shall be responsible for:

- .1** the payment of all applicable charges pursuant to this tariff;
- .2** 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 noncompliance by the Customer, with these terms and conditions; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;
- .3** providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- .4** obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.3. Any costs associated with 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;

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.7 Obligations of the Customer, (Cont'd.)****2.7.1 General, (Cont'd.)**

- .5 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's 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;
- .6 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 2.3.1.4 above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of services as stated herein, removing the facilities or equipment of the Company;
- .7 not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- .8 making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.7 Obligations of the Customer, (Cont'd.)****2.7.2 Claims**

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- .1** any loss, destruction or damage to property of the Company or any third-party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- .2** any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third-party, arising from any act or omission by the Customer, including without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.
- .3** Any provisions that limit liability or damages do not apply to the extent they conflict with Commission rules.

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Issued: July 30, 2001

Effective: July 31, 2001

Issued By:

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.7 Obligations of the Customer, (Cont'd.)****2.7.3 Jurisdictional Reporting**

The jurisdictional reporting requirements will be as specified below. When a Customer orders 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 determine the appropriate jurisdiction of the traffic.

- .1**      **Originating Access:** Originating access minutes consist of traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

- .2**      **Terminating Access:** For Feature Group D Switched Access Service(s), the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis as described in this Section, below.

If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

- .3**      Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.7 Obligations of the Customer, (Cont'd.)****2.7.3 Jurisdictional Reporting, (Cont'd.)**

- .4** Effective on the first of January, April, July and October of each year the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first of each such month, a report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The report will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer fails to file quarterly reports as described herein, then the projected PIU factor will revert to the Company default factor of 50 percent interstate and 50 percent intrastate service.
- .5** Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or the Commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor within 30 days of the Company request. The Customer shall keep records of call detail form which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for the purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during year. The Customer, as its own expense, has the right to retain an independent auditing firm.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.8 Customer Equipment and Channels****2.8.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company.

**.1 Station Equipment**

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances.

In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

- B. 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 other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.8 Customer Equipment and Channels, (Cont'd.)****2.8.2 Station Equipment**

- .1** The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.
  
- .2** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities 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 other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.8 Customer Equipment and Channels, (Cont'd.)****2.8.3 Interconnection of Facilities**

- .1** Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.
- .2** Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.
- .3** The Customer shall ensure that the facilities or equipment provided by the Customer 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 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 written notice, terminate the existing service of the Customer.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.8 Customer Equipment and Channels, (Cont'd.)****2.8.4 Inspections**

- .1** Upon reasonable 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 set forth in Section 2.4.3.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
  
- .2** 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 will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

**2.9 Billing and Payment for Service****2.9.1 Responsibility for Charges**

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users, including nonrecurring charges or service charges associated with service and facilities furnished. Charges for installations, service connections, moves and rearrangements are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.9 Billing and Payment for Service, (Cont'd.)****2.9.2 Billing and Collection of Charges**

Bills will be rendered monthly to Customer.

- .1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due within 30 days of receipt.
- .2 The Company shall present bills for Recurring Charges monthly to the Customer, for the month which service is provided.

**2.9.3 Late Payment Charge**

The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance. A balance is considered past due if unpaid thirty (30) days following the date of the bill listing amounts owed by the Customer. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to the Commissions rules and procedures.

**2.9.4 Return Check Charge**

The Company reserves the right to assess a return check charge of up to \$25.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

**2.9.5 Restoration of Service Charge**

If a service is disconnected by the Company in accordance with the provisions of this tariff, and later restored, restoration of service will be subject to all applicable installation charges.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.9 Billing and Payment for Service, (Cont'd.)****2.9.6 Disputed Bills**

The Customer shall notify the Company of any disputed items on a bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure.

- .1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.
- .2 The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

**2.9.7 Advance Payments**

To safeguard its interests, the Company may require a new Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and one and one half month's charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for up to a one and one half month period. The Advance Payment will be credited to the Customer's initial bill.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.9 Billing and Payment for Service, (Cont'd.)****2.9.8 Deposits**

- .1 Applicants for service or existing Customers may be required to provide the Company a security deposit in an amount not to exceed two months estimated billings plus any appropriate Non-Recurring Charges. Any request for deposit will be in compliance with Commission's Rules. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.
- .2 When a service or facility is discontinued, the amount of a deposit, if any, applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at the Customer's option, return the deposit or credit it to the Customer's account.
- .3 Deposits will be refunded or released within thirty (30) days after disconnection of service or after twelve (12) months of service, whichever comes first, unless the Company has issued two or more terminating notices during the twelve (12) month period, or unless the Customer has not signed a Service Agreement and operates on a month-to-month basis.

**2.9.9 Taxes and Fees**

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

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.10 Discontinuance of Service**

Service continues to be provided until canceled by the Customer or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination. The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the company for charges due and owing for services furnished during the time of or up to suspension or discontinuance.

**2.10.1** Upon ten (10) days prior notice in writing to the Customer, the Company may discontinue or suspend service without incurring any liability:

- .1** For nonpayment of any amounts owing to the Company;
- .2** For failure to make proper application for service or for use of telephone service for any other property or purpose than that described in the application.

**2.10.2** Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving thirty (30) days prior notice in writing to the Customer, may discontinue or suspend service without incurring any liability if such violation continues during that period.

**2.10.3** Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the company, by reasonable notice to the Customer, may discontinue or suspend service without incurring any liability.

**2.10.3** Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

**2.10.4** Upon the Company's discontinuance of service to the Customer under the above Sections, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the company during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.10 Discontinuance of Service, (Cont'd.)**

**2.10.5** Without prior notice and without incurring any liability the Company may discontinue the furnishing of any and/or all service(s) to a Customer:

- .1** Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this subsection if
  - A. The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
  - B. The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or
  - C. The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with this tariff; or
  - D. The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or
  - E. The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the tariff charges for the service by:
    1. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, or
    2. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices: or
    3. Any other fraudulent means or devices; or

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Issued: July 30, 2001

Effective: July 31, 2001

Issued By:

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.10 Discontinuance of Service, (Cont'd.)****2.10.5 (Cont'd)**

- .2 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary bankruptcy petition within the time permitted by law, the Company may, discontinue or suspend service as permitted by the Commission's rules, or by the bankruptcy court without incurring any liability.
- .3 Upon ten (10) days' written notice to the Customer of any sum thirty (30) days past due;
- .4 Upon ten (10) days' written notice to the customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with this Section, above; or
- .5 Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the company for charges due and owing for service(s) furnished up to the time of discontinuance.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.11 Allowances for Interruptions of Service**

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to the Company. A Service Outage ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which LEC Unwired is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain access to the IXC's equipment; and (vi) due to mutually agreed upon maintenance and repair.

Credit Allowances received by the Company from the LEC for Off-Net facility outages which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.11 Allowances for Interruptions of Service, (Cont'd.)****2.11.1 Limitations on Allowances**

No credit allowance will be made for:

- .1 interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint User, or other unaffiliated common carrier providing service connected to the service of Company;
- .2 interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other unaffiliated common carriers connected to the Company's facilities;
- .3 interruptions due to the failure or malfunction of equipment not owned by the Company or any affiliated interest;
- .4 interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- .5 interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- .6 interruptions of service during any period when the Customer has released service to the Company for maintenance purpose or for implementation of a Customer order for a change in service arrangements;

**2.11.2 Use of Alternative Service Provided by the Company**

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

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.12 Cancellation of Service****2.12.1 Cancellation of Application for Service:**

When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below. The special charges described in this section will be calculated on a case by case basis.

- .1** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs of the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charges for the minimum period of service orders, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).
- .2** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities and material, the cost of installation, engineering, labor and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.12 Cancellation of Service, (Cont'd.)****2.12.2 Cancellation Prior to Expiration of Term**

If a customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in this Tariff), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within thirty (30) days all costs, fees and expenses incurred in connection with:

- .1 all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- .2 any disconnection, early cancellation or termination charges reasonably incurred by the Company or paid to third parties by Company on behalf of Customer.
- .3 15% of average monthly billing times the number of months remaining in the term agreement.

**2.13 Continuation of Service**

**2.13.1 For Month-to-Month Customers:** Service will continue on a month-to-month basis until such time as the Customer cancels service or until such time as the Company discontinues service in accordance with the rules as outlined in this tariff.

**2.13.2 For Term Agreement Customers:** Service will continue in accordance with the term agreement. Such agreement shall be renewed automatically for the initial term or in any additional term, unless the Customer provides written notice of its intent to renew such agreement at least thirty (30) days prior to the initial or any additional term. All termination obligations applicable under the original term agreement apply to this renewed agreement.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.14 Transfers and Assignments**

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 subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

**2.15 Notices and Communications**

**2.15.1** 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.

**2.15.2** 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 each bill for service to which the Customer shall mail payment on that bill.

**2.15.3** All notices or other communications required to be given pursuant to this tariff shall be in writing. 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 third business day following deposit 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.

**2.15.4** 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 - TERMS AND CONDITIONS, (Cont'd.)****2.16 Meet Point Billing**

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below.

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

**2.17 Promotional Offerings**

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offering may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotional offerings will be filed for approval with the Commission in advance of such promotional offerings.

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**SECTION 3 -ORDERING OPTIONS FOR ACCESS SERVICE  
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**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)**

- 3.1** This section sets forth the regulations and order related charges for access services purchases. These charges are in addition to other applicable charges set forth in other sections of this tariff.

**3.1.1 Ordering Conditions**

Unless otherwise specified herein, all services offered under this tariff will be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

- Customer name and Premise(s) address(es);
- Billing name and address (when different from Customer name and address); and
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

- .1** Delivery of calls to, or acceptance of calls from, the Company's end user locations shall constitute an agreement by the Customer to purchase Access Service from the Company.

**3.1.2 Provision of Other Services**

Unless otherwise specified herein, all services offered under this tariff shall be ordered with an ASR. With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service.

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**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)****3.2 Access Order**

When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

**3.2.1 Access Service Date Intervals**

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

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

**.1 Standard Interval**

The Standard Interval for Switched Service will be thirty (30) business days from the Application Date. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

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**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)****3.2 Access Order, (Cont'd)****3.2.1 Access Service Date Intervals, (Cont'd)**

- .2** Negotiated Interval: The Company will negotiate a Service Date interval with the Customer when:
- A. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
  - B. There is no existing facility connecting the Customer Premises with the Company; or
  - C. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
  - D. The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

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

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**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)****3.2 Access Order, (Cont'd)****3.2.2 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.

**3.2.3 Minimum Period of Service**

The minimum period for which Access Service is provided and for which charges are applicable is one month.

.1 The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

- A. A change in the identity of the Customer of record; or
- B. A move by the Customer to a different building.

.2 When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service.

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

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**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)**
**3.3 Miscellaneous Charges**

Customer Requested Due Date Change <sup>1,2</sup>	\$50, per order
Customer Requested Expedite <sup>2</sup>	\$250, per location, per order
Cancellation (after 3 business days from order placement) <sup>2</sup> Full NRCs +	\$250, per order
Design Change, DS0/DS1 <sup>2</sup>	\$150, per circuit
Design Change, DS3 and higher <sup>2</sup>	\$300, per circuit
Administrative Processing <sup>2</sup>	\$25, per order

<sup>1</sup> Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

<sup>2</sup> For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.

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**SECTION 4 - ACCESS SERVICES, (Cont'd.)****4.1 General**

Fibernet Access Service is offered to telecommunications carrier Customers desiring direct trunk-side access to the Company's network in order to originate or terminate calls only to the analog voice grade channels corresponding to company provided access lines. Access Service will support inter-machine and Feature Group D protocols.

**4.1.1 Switched Access**

Switched Access Service provides for the use of common terminating, switching and transport facilities.

**4.1.2 Dedicated Access**

Dedicated Access Service makes available the entire usable bandwidth for the exclusive use of the Customer. Pricing for all Dedicated Access Services is on an Individual Case Basis (ICB).

**4.2 Regulations**

**4.2.1** Carrier Access Orders for Fibernet Access Service may be placed on Standard Bellcore Access Service Requests (ARS).

**4.2.2** Delivery of calls to, or acceptance of calls from, the Company's end user locations, constitutes an agreement by the Customer to purchase the Company's access services.

**4.2.3** Fibernet Access Service is provided via a dedicated trunk-side port on the Company's switched network at the digital DS-1 and DS-3 levels.

**4.2.4** Fibernet Access Service ports are only available at the Primary Distribution Nodes provided by the Company. The Customer is responsible for providing digital DS- and DS-3 transmission links between its premises and the Company's Primary Distribution Node, and a DSX-1 Panel Terminal interface at the Company's Node. The DS-1 and DS-3 transmission links may be obtained from any other telephone company which terminates transmission facilities at the Company's Primary Distribution Node, or may be provided over the Customer's own transmission facilities.

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**SECTION 4 - ACCESS SERVICES, (Cont'd.)****4.3 Provision and Description of Switched Access Service Arrangements****4.3.1 Manner of Provision**

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to provide the Company with a usage demand estimate for the first three (3) months of service. This demand estimate should be included with the access order information.

**4.3.2 Call Types**

The following Switched Access Service call types are available:

- 800 Data Base Access Service
- Originating Switched Access
- Terminating Switched Access

**4.3.3 800 Data Base Access Service**

This service provides for the (a) forwarding of End User dialed 800 calls to the Company which will initiate a query to identify the appropriate Customer to whom the call should be forwarded and (b) translation of the dialed 800 number to a ten digit NPA-NXX-XXXX telephone number.

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**SECTION 4 - ACCESS SERVICES, (Cont'd.)****4.4 Rates****4.4.1 Rate Elements**

- .1 For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.
- .2 The following rate elements apply:
  - a. Recurring Charges – Recurring charges are monthly charges that apply for a specific service or facility.
  - b. Nonrecurring Charges – Nonrecurring charges are one time charges that apply for a specific work activity (e.g., installation or change to an existing service).
  - c. Usage Charges – Usage-based Access Charges are applied on a per access minute basis. Such access minute charges are accumulated over a monthly period.
  - d. Minimum Periods – Switched Access Service is provided for a minimum period of one month.

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**SECTION 4 - ACCESS SERVICES, (Cont'd.)****4.4 Rates, (Cont'd.)****4.4.2 Rates and Charges****.1 Dedicated Access**

(a)	DS-1		
		<u>Non-Recurring Rate</u>	<u>Recurring Rate</u>
	Per-Channel Termination		
	First Circuit	ICB	ICB
	Additional Circuits	ICB	ICB
	Fixed mileage	ICB	ICB
	Per-Mile Charge	ICB	ICB
	Outside Service Zone Termination Surcharge	ICB	ICB
(b)	DS-3		
		<u>Non-Recurring Rate</u>	<u>Recurring Rate</u>
	Per-Channel Termination		
	First Circuit	ICB	ICB
	Additional Circuits	ICB	ICB
	Fixed mileage	ICB	ICB
	Per-Mile Charge	ICB	ICB
	Outside Service Zone Termination Surcharge	ICB	ICB

Issued: July 30, 2001

Effective: July 31, 2001

Issued By:

Steven Hamula, Esquire  
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**SECTION 4 - ACCESS SERVICES, (Cont'd.)****4.4 Rates, (Cont'd.)****4.4.2 Rates and Charges, (Cont'd.)****.2 Switched Access****Verizon North Territory**

	<u>Rate Per Minute</u>	
Originating/Terminating	\$0.003940	(I)

**Verizon South Territory**

	<u>Rate Per Minute</u>	
Originating/Terminating	\$0.003940	(R)

**AT&T Territory**

	<u>Rate Per Minute</u>	
Originating/Terminating	\$0.004502	(I)

**Windstream Territory (KY-East)**

	<u>Rate Per Minute</u>
	\$0.002333

**.3 800 Data Base Access Service**

Verizon Territory -- Per query	\$0.003804	(I)
AT&T Territory -- Per query	\$0.002304	(I)
Windstream Territory (KY-East) -- Per query	\$0.009020	

Issued: August 27, 2009

Effective: August 28, 2009

Issued By:

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Issued: December 5, 2008

Effective: December 8, 2008

Issued By:

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**SECTION 5 - MISCELLANEOUS ACCESS CHARGES, (Cont'd.)**

**5.1 Carrier Access Charge**

The Carrier Access Charge (CAC) is a monthly, flat-rated charge assessed to the interexchange carrier for each presubscribed local exchange service line or trunk.

The CAC will be based on a monthly snapshot of end user accounts. This charge will not be prorated for a partial month of service, is not subject to any discounting and does not contribute to any monthly minimums.

Monthly Charge:

	MI	OH	PA	WV	MD	VA	KY
Multi-line Business Line or Trunk	\$4.76	\$4.76	\$4.76	\$4.76	\$4.76	\$4.76	\$4.76
Per Centrex Line	\$0.92	\$0.92	\$0.92	\$0.92	\$0.92	\$0.92	\$0.92
Per ISDN-PRI/T-1	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00

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Issued: February 25, 2010

Effective: February 26, 2010

Issued By:

Steven Hamula, Esquire  
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**SECTION 5 - MISCELLANEOUS ACCESS CHARGES, (Cont'd.)****5.4 Billing Name and Address****5.4.1 Service Description**

Billing Name and Address (BNA) service provides account detail of the Company's customers to interexchange carriers, operator service providers, enhanced service providers, and any other provider of interstate telecommunications services.

**5.4.2 General**

- .1 Upon acceptance of an order for BNA service, the Company will furnish account detail for each working number submitted. Account detail consists of current data base information including the end user's billing name and billing address.
- .2 Only current information which resides in the Company's data base will be provided. Customers ordering BNA service must accept BNA account detail on an "as is" basis.
- .3 The Company will specify the location where requests for BNA service are to be received, and the format in which the requests are to be provided.
- .4 The subscribing customer must agree that BNA information will not be resold or otherwise provided to any other person, corporation, partnership or entity, other than Customer's authorized billing agent, and that Billing Name and Address shall be used by Customer or Customer's authorized billing agent solely for:
  - A. Billing its customers for using Customer's telecommunications services.
  - B. Any purpose associated with the equal access requirement of *United States v. AT&T*, 552 F. Supp. 131 (D.D.C. 1982).
  - C. Verification of service orders of new customers, identification of customers who have moved to a new address, fraud prevention, and similar nonmarketing purposes.

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**SECTION 5 - MISCELLANEOUS ACCESS CHARGES, (Cont'd.)****5.4 Billing Name and Address (Cont'd.)****5.4.2 General (Cont'd)**

For calling card calls and collect and third party billed calls, Billing Name and Address for ANI service is not available on accounts of nonpublished/unlisted end users who, by request to the Company (which request may be submitted at any time), have specified that such information not be released.

**.5 Manual Request**

- A. At the Customer's option, the Company will provide BNA via manual request procedures.
- B. BNA service information will be provided by the Company in standard paper format via facsimile or first class U.S. mail.
- C. Wherever possible, the Company will provide Billing Name and Address for ANI data no later than ten (10) business days from the date of receipt of the Customer's request. Availability of data may be delayed if errors exist in the request received from the customer.
- D. In situations where the customer requests more than forty (40) BNA records on a single order, the Company will provide the requested BNA information in a time frame mutually agreed to by the customer and the Company.

**.6 Mechanized Request**

- A. At the Customer's option, the Company will provide BNA, subject to procedures established for Customer Account Record Exchange (CARE).
- B. The customer will submit its requests through proper CARE procedures, as revised or amended.



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**SECTION 6 - CONTRACTS AND INDIVIDUAL CASE BASIS ARRANGEMENTS**  
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**SECTION 6 - CONTRACTS AND INDIVIDUAL CASE BASIS ARRANGEMENTS****6.1 Contracts**

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

**6.2 Individual Case Basis Arrangements**

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.