

NATIVE AMERICAN TELCOM, LLC

TARIFF C.C.S.T.. NO. 1

Original Title Page

ACCESS SERVICE

REGULATIONS, RATES AND CHARGES  
APPLYING TO THE PROVISION OF ACCESS SERVICE  
FOR CONNECTION TO INTRASTATE COMMUNICATIONS  
FACILITIES AND SERVICES FURNISHED BY

**NATIVE AMERICAN TELECOM, LLC**

AND ITS CONCURRING CARRIERS BETWEEN  
POINTS IN THE UNITED STATES AS SPECIFIED HEREIN

Transmittal No. 1  
Issued: September 1, 2009

Effective: September 1, 2009

Tom Reiman, President  
6710 E. Split Rock Circle  
Sioux Falls, SD 57110

**EXHIBIT F**

ACCESS SERVICE

CHECK SHEET

Title Page and Pages 1 through 86 of this tariff are effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date hereof.

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ACCESS SERVICE

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ACCESS SERVICE

CONCURRING CARRIERS

NO CONCURRING CARRIERS

CONNECTING CARRIERS

NO CONNECTING CARRIERS

OTHER PARTICIPATING CARRIERS

NO OTHER PARTICIPATING CARRIERS

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ACCESS SERVICE

SYMBOLS

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

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

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ACCESS SERVICE

ABBREVIATIONS

ANI	Automatic Number Identification
BHMC	Busy Hour Minutes of Capacity
CABS	Carrier Access Billing
CDP	Customer Designated Premises
CI	Channel Interface
CL	Common Line
DA	Directory Assistance
EF	Entrance Facility
EU	End User
FCC	Federal Communications Commission
FG	Feature Group
IC	Interexchange Carrier
LATA	Local Access & Transport Area
MPB	Meet Point Billing
MTS	Message Toll Service
NRC	Nonrecurring Charge
POT	Point of Termination
USF	Universal Service Fund

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ACCESS SERVICE

DEFINITIONS

Access: For the purposes of this tariff, the ability to enter or exit a local exchange network in order to originate or terminate an Intrastate communication.

Access Charge: Charges assessed to the Customer through which the provider of the switch or facilities is compensated for use of the network components.

Access Service: Services provided by the Company, or jointly by the Company and one or more other carriers, that provide Access.

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

Call: A Customer or End User attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the Central Office, switch, or equivalent facility.

Carrier Common Line Charge: A charge to recover the non-traffic sensitive portion of the local loop, drop and associated equipment between the end office switch and the end user customer.

Company: NATIVE AMERICAN TELECOM, LLC, the issuer of this tariff, a competitive local exchange carrier.

Commission (FCC): The Federal Communications Commission.

Constructive Order: In the absence of an Access Service Request or other written or oral order, any delivery of calls to or receipt of calls from any Customer of the Company's services constitutes a Constructive Order to purchase switched access services as described herein. Similarly, the selection an IXC as an End User's Presubscribed Interexchange Carrier constitutes a Constructive Order for switched access by an IXC.

Customer: The term "Customer" refers to any person, firm, partnership, corporation or other entity including, but not limited to conference call service provider, chat line provider, calling card provider, call center, help desk provider, internet service provider, international provider operating within the United States, and residential and/or business service subscribers, which uses service under the terms and conditions of this tariff and is responsible for payment of charges. The term "Customer" also refers to an Interexchange Carrier utilizing the Company's Switched or Dedicated Access services described in this tariff to reach End Users. The Customer is responsible for the payment of charges and compliance with the terms and conditions of this tariff. The Company may, in its discretion, assess Customers fees and surcharges, which may include, but are not limited to Subscriber Line Charges, access charges, Federal Universal Service Fund charges, and/or state and federal taxes and regulatory fees.

ACCESS SERVICE

DEFINITIONS (Cont'd)

Customer Serving Wire Center: The end office or wire center from which a customer normally receives a dial tone. The point for a circuit's first point of trunking or switching.

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

End User : Any person, firm, partnership, corporation or other entity including, but not limited to conference call providers, chat line providers, calling card providers, call centers, help desk providers, international providers operating within the United States, and residential and/or business service subscribers, which subscribes to or otherwise uses local exchange services, interexchange services, Commercial Mobile Radio Service or other wireless services, VoIP services, or other services provided by a local exchange carrier, common carrier, Wireless Provider, VoIP Provider, or other provider of services that transit the Company's facilities. The End User may be, but need not be, the customer of an Interexchange Carrier and may or may not be a customer of the Company. The Company may, in its discretion, assess End User fees and surcharges, including, but not limited to Subscriber Line Charges, Federal Universal Service Fund charges, state and federal taxes and regulatory fees.

End User Common Line Charge (EUCL): See Subscriber Line Charge.

End User Premises: End User Premises may include space where the End User has designated equipment within the Company's central office, carrier hotel, or any other premises.

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 specific area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

Hub: A physical arrangement/location where bridging and/or multiplexing functions are provided.

Individual Case Basis or ICB - An arrangement whereby the terms, conditions, rates, charges and/or services are developed or modified based on the specific and unique circumstances of the Customer's situation. ICB specialized rates, services or charges will be made available to similarly situated Customers on a non-discriminatory basis.

Interexchange Carrier (IXC): Any individual, partnership, association, joint-stock company, trust, governmental entity, corporation or any other entity engaged in the provision of intrastate, Intrastate or international communication for hire by any means between two or more exchanges.

*\* Material previously found on this page has been moved to First Revised Page 11.*

ACCESS SERVICE

DEFINITIONS (Cont'd)

Local Access and Transport Area (LATA): A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff C.C.S.T.. No. 4 or its successor tariff(s).

Local Exchange: The area, served by one or more central offices, within which a subscriber for exchange service may make telephone Calls without incurring a toll charge.

Meet Point: A point designated by two local exchange carriers for billing purposes.

Multiplexing: The process of combining multiple parallel circuits into a single communications channel.

Network: Refers to the Company's facilities, equipment, and services provided under this tariff.

Nonrecurring Charge (NRC): A one-time charge or special fee, generally applied to activities associated with the installation or establishment of services, facilities, or equipment, construction, rearrangements, and/or optional features and functions.

Optional Features and Functions: These are features and functions a customer may order to improve the quality or utility of Access Services.

Originating Access: Access service that allows traffic (e.g., Calls) initiated by an End User in a local exchange maintained by the Company to be routed to an NPA-NXX associated with another exchange.

Point of Termination: The point of demarcation within a Customer or End User Premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided or End User-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

Premises: The space occupied by a Customer, End User or authorized user in a building or buildings. End User premises may also denote an area where the Customer has placed equipment in the Company's collocation space or carrier hotel.

Presubscription: An arrangement whereby an End User selects and designates to the Company or other local exchange carrier a carrier he or she wishes to access, without an access code, for completing interLATA and/or intraLATA toll Calls. The selected carrier is referred to as the Primary Interexchange Carrier (PIC).

Recurring Charges (MRCs): Monthly or other periodic (as specified) charges to the Customer for services, facilities and equipment which continue for the agreed-upon duration of the service.

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ACCESS SERVICE

DEFINITIONS (Cont'd)

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, or on the date upon which the Company begins to provide service to the Customer, whichever is earlier. The parties may mutually agree on a substitute Service Commencement Date.

Service Order: Unless service is initiated by a Constructive Order, a written request for Access Services must be initiated by the Customer to the Company in the format devised by the Company, or in the alternative, the submission of an Access Service Request (ASR) by the Customer in the manner specified in this tariff. The signing of a Service Order or submission of an ASR by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of service is calculated from the Service Commencement Date.

Subscriber Line Charge (SLC) or End User Common Line Charge (EUCL): A fee imposed on a per access line, or a per port basis in the case of collocated Customers, that recovers part of the cost of the Carrier's local network. This fee is regulated and capped by the Federal Communications Commission and is assessed on a monthly basis. Customers that purchase End User Access Services, or collocate equipment in the Company's central office and/or carrier hotel are subject to this fee, subject to the terms in Section 7.2.9 of this tariff.

Switched Access Service: Access to the switched network of the Company and/or any other local exchange carrier for the purpose of originating or terminating communications. Switched Access Service is available to carriers, as defined in this tariff.

Terminal Equipment: Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

Terminating Access: Access service that allows traffic (e.g., Calls) to be delivered to an NPA-NXX associated with a Company exchange as such traffic originates from another exchange. Terminating Access traffic may include long distance voice telephone Calls that are delivered to Customers, including, but not limited to conference call providers, chat line providers, calling card providers, call centers, help desk providers and international providers operating within the United States, and residential and/or business service subscribers.

VoIP Provider: Any individual, association, corporation, governmental agency, or any other entity that is providing services via Voice over Internet Protocol or other Internet Protocol services. The VoIP Provider may or may not be certified to provide services by the Commission or any state regulatory authority.

Wire Center: A building in which central offices, used for the provision of local exchange services, are located.

ACCESS SERVICE

REFERENCE TO OTHER TARIFFS AND/OR PUBLICATIONS

The following tariffs are referenced in this tariff and may be obtained as shown:

National Exchange Carrier Association  
100 S. Jefferson  
Whippany, NJ  
Wire Center Information  
Tariff FCC No. 4

National Exchange Carrier Association  
100 S. Jefferson  
Whippany, NJ  
Wire Center Information  
Tariff FCC No. 5

NECA technical publication—PUB AS No. 1, Issue II Access Service  
Issued May 1994

The Local Exchange Routing Guide (LERG) is referenced in this tariff  
and may be obtained from:

Telcordia Technologies  
Customer Services Division  
60 New England Avenue  
Piscataway, NJ

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ACCESS SERVICE

1. APPLICATION OF TARIFF

- 1.1 This tariff sets forth the regulations, rates and charges for the provision of Intrastate Access services and facilities (hereinafter "Services") by NATIVE AMERICAN TELECOM, LLC into, out of and within the State of South Dakota.
- 1.2 Services provided by NATIVE AMERICAN TELECOM, LLC, (hereinafter the "Company") include, but are not limited to Common Line, Switched Access, Optional Features & Functions and other Miscellaneous Access Services associated with the provision of Access Services.

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ACCESS SERVICE

2. GENERAL REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to provide the Service(s), subject to the availability of necessary facilities. The Company is responsible only for the installation, operation, and maintenance of the services and facilities it provides. The Company does not warrant that its services and facilities meet standards other than those expressly set forth in this tariff.

2.1.2 Terms and Conditions

2.1.2.1 When and where facilities are available, Services are provided 24 hours daily, seven days per week except as set forth in other applicable sections of this tariff. Service is provided on the basis of a minimum period of one month. For purposes of computing charges in this tariff, a month is considered to have 30 days.

2.1.2.2 Customers may be required to enter written service orders (ASR) with specific descriptions of service(s) ordered as more specifically covered in the Access Ordering (section 3) of this tariff. However, if any Customer makes use of any Service, the Customer shall be deemed to have made a Constructive Order, and the failure to enter into a written or oral service agreement will not eliminate any payment obligation, whether or not an application for service or ASR has been executed or submitted.

2.1.2.3 The Company does not undertake to transmit messages under this tariff or jointly participate in the Customer's communications. The Customer shall be solely responsible for message content.

2.1.2.4 The Company will, for maintenance purposes, test its service to the extent necessary to detect and/or clear troubles.



ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.2 Terms and Conditions (Cont'd)

2.1.2.5 At the expiration of the initial term specified in each service order, or in any extension thereof, Service shall continue on a month-to-month basis at the then-current rates unless terminated by either party upon 30 days written notice. Any notice of termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff prior to cessation of the Service.

2.1.2.6 Service may be terminated on written notice to the Customer if the Customer is using the service in violation of the tariff or the Customer is using the service in violation of the law.

2.1.2.7 This tariff shall be interpreted and governed by the rules and/or guidelines of the Federal Communications Commission.

2.1.3 Limitations

2.1.3.1 Assignment or Transfer of Services

The Customer may assign or transfer the use of Service(s) provided under this tariff only where there is no interruption of use or relocation of the Service(s). Such assignment or transfer may be made to:

- (1) Another Customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such Services, and the unexpired portion of the minimum period and any termination liability applicable to such Service(s).
- (2) In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer. This acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transfer.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Limitations (Cont'd)

2.1.3.1 Assignment or Transfer of Services (Cont'd)

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

2.1.3.2 Provisioning Sequence

The Services offered herein will be provided to Customers on a first-come, first-served basis. The first-come, first-received sequence shall be based on the received time and date recorded by stamp or other notation by the Company on the applicable Service Order or Access Service Request. Service Orders and ASRs must contain all the required information for each respective Service so delineated in other sections of this tariff. The Customer's Service Order or ASR will not be deemed to have been received until such information is provided. Nothing herein shall be deemed to excuse Customer's obligation to make payment and otherwise comply with this tariff in the event of any Constructive Order.

2.1.3.3 Ownership of Facilities

The title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors, or successors and assigns.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Limitations (Cont'd)

2.1.3.4 Liability

2.1.3.4.1 With respect to any and all claims or suits, regardless of the theory of liability, the liability of the Company for damages arising out of the installation, provision, furnishing, termination, maintenance, repair, or restoration of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors or other defects, representations, or use of these services or arising out of failure to furnish the Service, whether caused by acts or omission, shall be limited to an amount which shall not exceed an amount equal to the proportionate charge for the period during which the Service was affected. The grant of such an amount 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 or equipment, or facilities, or the acts or omissions or negligence of the Company's employees, agents, or contractors.

2.1.3.4.2 The Company shall not be liable for any delay or, failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the U. S. Government, 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 civil or military authority; 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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ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Limitations (Cont'd)

2.1.3.4 Liability (Cont'd)

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

2.1.3.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer arising from or related to the failure or malfunction of Customer-provided equipment or facilities.

2.1.3.4.5 The Company does not guarantee nor make any warranty with respect to Services it provides for use in an explosive atmosphere. The Customer shall indemnify, defend, 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 loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any Service so provided.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Limitations (Cont'd)

2.1.3.4 Liability (Cont'd)

2.1.3.4.6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of Service(s) or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's employees, contractors, or agents.

2.1.3.4.7 The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from the Customer's use of Service(s), involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

2.1.3.4.8 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific Service(s) giving rise to the claim. No action or proceeding against the Company shall be commenced more than two years after the Service is rendered.

2.1.3.4.9 The Company makes no warranties or law, statutory representations, express or implied either in fact or by operation of or otherwise, including warranties of merchantability or fitness for a particular use.

2.1.3.4.10 If any provision within this tariff is held to be unenforceable, the rest of this tariff will remain in full-force and effect.

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## ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)

## 2.1.4 Provision of Services, Equipment, and Facilities

- 2.1.4.1 The Company shall use reasonable efforts to make available Service(s) to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this tariff, and subject to the availability of facilities and services, including those provided by other carriers relied upon by the Company for the provision of the Company's Service(s). The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- 2.1.4.2 The Company shall use reasonable efforts to maintain Services, facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the Services, facilities, or equipment installed by the Company, except upon written consent of the Company. The Company's sole liability with respect to any failure to furnish Services, facilities, or equipment shall be a credit as set forth in Section 2.4.9.1 of this tariff.
- 2.1.4.3 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 the Customer.
- 2.1.4.4 Equipment the Company provides or installs at the Customer Premises for use in connection with the Service(s) the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 2.1.4.5 The Customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's employees, contractors, or agents to the premises of the Customer when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Provision of Services, Equipment, and Facilities (Cont'd)

2.1.4.6 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 or Service(s) offered under this tariff, and to the maintenance and operation of such facilities or Service(s). 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;
- (b) or the reception of signals by Customer-provided Equipment.

2.1.5 Services, Equipment, or Facilities

2.1.5.1 The Company will provide to the Customer, upon reasonable notice, the Service(s) offered in other applicable sections of this tariff at rates and charges specified therein. Service(s) will be made available to the extent that such Service(s) is or can be made available with reasonable effort, and after provision has been made for the Company's telephone exchange services.

2.1.5.2 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered, when necessary because of a lack of facilities or due to some other cause beyond the Company's control.

2.1.5.3 The Service(s) provided under this tariff will include any entrance cable or drop wiring and wire or intra-building cable to that point where provision is made for termination of the Company's outside distribution network facilities at a suitable location inside a Customer Designated Premises. Such wiring or cable will be installed by the Company to the Point of Demarcation.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Services, Equipment, or Facilities (Cont'd)

2.1.5.4 The Company may, where such action is reasonably required in the operation of its business, substitute, change or rearrange any facilities used in providing Service(s) under this tariff. The Company shall not be responsible if any such substitution, change or rearrangement renders any Customer-provided equipment, facilities, or service(s) obsolete or requires modification or alteration thereof or otherwise affects the operating characteristics of the equipment, facility or service. The Company will provide reasonable notification to the Customer in writing where reasonably possible. The Company will work cooperatively with the Customer and provide reasonable time for any redesign and implementation required by the change in operating characteristics.

2.1.5.5 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.



ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Services, Equipment, or Facilities (Cont'd)

2.1.5.8 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided equipment, unless otherwise agreed to upon terms mutually acceptable to both the Company and the Customer and evidenced by a signed written document. Where such equipment is connected to the facilities furnished under this tariff, the responsibility of the Company shall be limited to the furnishing of Services and associated facilities and equipment offered under this tariff and to the maintenance and operation of such Services. 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.

2.1.6 Notification of Service-Affecting Activities

2.1.6.1 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' Service(s). No specific advance notice period is applicable 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 might not be possible.

## ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)

## 2.1.7 Non-Routine Installation

2.1.7.1 At the Customer's request, installation and/or maintenance may be performed (in the Company's sole discretion) 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 installation charges will be adjusted to reflect increases in costs incurred by the Company.

## 2.1.8 Special Construction/Special Arrangements

2.1.8.1 Subject to the plans of the Company and to all of the regulations contained in this tariff, special construction or special arrangements to acquire facilities may be undertaken (in the Company's sole discretion) on a reasonable-efforts basis at the request of the Customer. Special construction is that construction undertaken of a type other than that which the Company would normally utilize in furnishing its Service(s): *e.g.*, over a route other than that which the Company utilizes in furnishing its Service(s); where facilities are not presently available, and no other requirement exists for the facilities so constructed; on a temporary basis until permanent facilities are available; in a quantity greater than that which the Company would normally construct; facilities required on an expedited basis and/or requiring abnormal costs; or in advance of its normal construction. Special Construction charges will be determined and approved by the Customer prior to the start of such construction.

2.1.8.2 Special arrangements generally refer to the procurement of facilities where Company facilities are not available and where arrangements or agreements from another entity are required to provision the Service.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Customer

The Customer shall be responsible for the following:

- (a) ensuring that the characteristics and methods of operation of any circuits, facilities or equipment not provided by the Company and associated with the facilities utilized to provide Service(s) under this tariff shall not interfere with or impair Service over facilities of the Company; cause damage to their plant; impair privacy or create hazards to employees or the public;
- (b) the Service provided under this tariff shall not be used for an unlawful purpose or used in an abusive manner which would reasonably be expected to frighten, abuse, torment or harass another or interfere with use of Service by one or more other customers;
- (c) N/A
- (d) payment of all applicable charges for use of the Services;
- (e) damage to or loss of the Company's facilities or equipment caused by acts or omissions of the Customer; or noncompliance by the Customer; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the Company's employees or agents;
- (f) 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 proper operating environment on such premises;

## ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)2.2 Obligations of the Customer (Cont'd)

The Customer shall be responsible for the following: (Cont'd)

- (g) where applicable, obtaining, maintaining, and otherwise having full responsibility for all permissions, approvals, consents, licenses, permits, and rights-of-way and conduit necessary for installation of cables and associated equipment used to provide services to the Customer from the building service entrance or property line to the location of the equipment space. Any costs associated with the obtaining and maintaining the permissions, approvals, consents, licenses, permits, and 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;
- (h) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the 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;
- (i) complying with all laws and regulations applicable to, and obtaining all permissions, approvals, consents, 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 2.2(g) 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, testing, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (j) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

The Customer shall be responsible for the following: (Cont'd)

- (k) Customers will use the Service provided by the Company in a manner, and at all times, consistent with the tariff obligations identified herein and shall not utilize the Company's Service(s) in any manner that:
- Interferes with or impairs the Services(s) of the Company, other carriers, or other Customers;
  - Causes damage to Company-provided facilities;
  - Interferes with the privacy of communications;
  - Creates a hazard to the Company's employees, contractors, or agents or the public; or
  - Interferes, frightens, abuses, torments, harasses any person or entity or unreasonably interferes with the use of the Company's Service by others.
- (l) The Customer shall be fully liable for payment of all applicable rates, charges and fees for any Service provided by the Company, if it takes Service provided by the Company, whether or not an application or order for service or ASR has been executed or submitted. Customer is liable for payment of all calls that originate on its network, including actual calls made by Customer, Customer's End Users or unauthorized third parties (e.g., fraudulent calls).
- (m) The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company facilities, or due to malfunction of any facilities or equipment provided for or by the customer. Nothing in the foregoing provision shall be interpreted to hold one Customer liable for another Customer's actions. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage, and the Customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

## ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)2.2 Obligations of the Customer (Cont'd)

## 2.2.1 Claims

With respect to any Service, facility, or equipment provided by the Company, Customer shall indemnify, defend, and hold harmless the Company from and against all claims, actions, damages, liabilities, costs, and expenses for:

- (a) any loss, destruction, or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees, or invitees of either party, arising out of any act or omission of the Customer, its employees, agents, representatives, or invitees in the course of using the Services, facilities, or equipment provided under this tariff; or
- (b) 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 Service(s) and facilities in a manner not contemplated by the agreement between Customer and Company.

2.3 Customer Equipment and Channels

## 2.3.1 General

A Customer may transmit or receive information or signals via the facilities of the Company. The Company's Services are designed primarily, but not exclusively, for the transmission of voice grade telephonic signals, except as otherwise stated in this tariff. The Company does not guarantee that its Service(s) will be suitable for any particular purposes other than as specifically and expressly stated in this tariff.

## 2.3.2 Terminal Equipment

- 2.3.2.1 Terminal equipment on the Customer Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.3 Customer Equipment and Channels (Cont'd)

2.3.2 Terminal Equipment (Cont'd)

2.3.2.2 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.

2.3.3 Interconnection of Facilities

2.3.3.1 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 from time to time by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

2.3.3.2 Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with the terms and conditions of the tariffs or contracts of other communications carriers which are applicable to such connections.

2.3.3.3 Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications pursuant to Part 68 of Title 47, Code of Federal Regulations; and all Customer-provided wiring shall be installed and maintained in compliance with those regulations.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.3 Customer Equipment and Channels (Cont'd)

2.3.3 Interconnection of Facilities (Cont'd)

2.3.3.4 If harm to the Company's network, personnel or services is imminent or is occurring due to interconnection with another carrier's services or use of unauthorized or malfunctioning terminal equipment, the Company reserves the right to terminate Customer's service immediately, with no prior notice required.

2.3.3.5 Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with the terms and conditions of the tariffs or contracts of other communications carriers which are applicable to such connections.

2.3.3.6 Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications pursuant to Part 68 of Title 47, Code of Federal Regulations; and all Customer-provided wiring shall be installed and maintained in compliance with those regulations.

2.3.3.7 If harm to the Company's network, personnel or services is imminent or is occurring due to interconnection with another carrier's services or use of unauthorized or malfunctioning terminal equipment, the Company reserves the right to terminate Customer's service immediately, with no prior notice required.

2.3.3.8 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, approvals, authorizations, consent, permissions, rights-of-way, and other arrangements necessary for such interconnection.



## ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)2.3 Customer Equipment and Channels (Cont'd)

## 2.3.3 Interconnection of Facilities (Cont'd)

2.3.3.9 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 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 Service.

## 2.3.4 Inspections

2.3.4.1 Upon 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 Sections 2.3.2 and 2.3.3 for interconnection of facilities and/or 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.

2.3.4.2 If 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 five 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 or termination of service, to protect its facilities, equipment and personnel from harm.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.3 Customer Equipment and Channels (Cont'd)

2.3.5 Prohibited Uses

- 2.3.5.1 The Service(s) that 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 and other third-party approvals, authorization, licenses, consents, and permits.
- 2.3.5.2 The Company may require applicants for Service who intend to use the Company's offerings for resale and/or shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws, and FCC regulations, policies, guidelines, orders and decisions.
- 2.3.5.3 The Company may require a Customer to immediately stop its transmission of signals if said transmission is believed to be causing interference to others.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.3 Customer Equipment and Channels (Cont'd)

2.3.6 Customer-Provided Equipment

2.3.6.1 The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not represent that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.3.6.2 Unless otherwise agreed to in writing by the Company and the Customer, terminal equipment on the user'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, unless otherwise agreed to in writing by the Company and the Customer.

2.3.6.3 Unless otherwise agreed to in writing by the Company and the Customer, 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.

## ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)2.3 Customer Equipment and Channels (Cont'd)

## 2.3.6 Customer-Provided Equipment (Cont'd)

2.3.6.4 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.

2.3.6.5 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.

2.3.6.6 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.

2.4 Payment Arrangements

## 2.4.1 Payment for Service

The Company shall bill on a current basis all charges incurred by and credits due to the Customer under this tariff attributable to Service(s) established or discontinued during the preceding billing period.

The Customer is responsible for the payment of all charges for Service(s) furnished by the Company. All bills are due 31 days after the bill day (payment date) or by the next bill date, whichever is the shortest interval, and are payable in immediately available funds. If such payment date would cause payment to become due on a Saturday, Sunday, or holiday (as recognized in Sioux Falls, South Dakota), such payment shall be due on the next business day.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4.1 Payment for Service (Cont'd)

2.4.1.1 The Customer is responsible for payment of appropriate 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 or based upon the provision, sale or use of the Company's Service(s).

2.4.1.2 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 which result in the placement of Calls via the Company;
- (b) any and all use of the service arrangement provided by the Company, including Calls which the Customer did not individually authorize, including any and all fraudulent or allegedly fraudulent calls that originate on the Customer's network;
- (c) any Calls placed by or through the Customer's equipment via any remote access feature(s);
- (d) any use of the Company's services and/or activities, whether or not accompanied by a Service Order or ASR.

## ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements (Cont'd)

## 2.4.2 Billing and Collection of Charges

- 2.4.2.1 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 bill for usage within two (2) years of the date upon which service was provided.
- 2.4.2.2 Each bill will include industry standard descriptions of Service(s) rendered for the period covered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges for any prior period.
- a) Customer's billing will begin on the Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued and ceases to be used by Customer.
- 2.4.2.3 A Nonrecurring Charge is due and payable within 31 days after the invoice date.
- 2.4.2.4 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which Service is provided.
- 2.4.2.5 Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs.
- 2.4.2.6 When non-usage based Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro-rated basis with every month considered to have 30 days.
- 2.4.2.7 If any portion of the Customer's payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment charge shall be calculated at 1.5% per month or portion thereof for the period from the due date until the payment is received.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.2 Billing and Collection of Charges (Cont'd)

2.4.2.8 Customer disputes with respect to billed amounts shall be addressed and resolved pursuant to Section 2.4.10 of this tariff.

2.4.2.9 If the Customer disputes the bill on or before the payment date, any late payment charge for the disputed amount will not start until 10 days after the payment date. If the billing dispute is resolved in favor of the customer, no late payment penalty will apply to the disputed amount.

2.4.2.10 In addition to other penalties or fees, the Customer will be assessed a charge of twenty dollars (\$20) for each check submitted by the Customer to the Company which a financial institution refuses to honor for insufficient funds or a non-existent account.

2.4.2.11 If Service is disconnected by the Company in accordance with Section 2.5.6 following, and later restored, restoration of Service will be subject to all applicable reconnection or reestablishment charges.

## ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements (Cont'd)

## 2.4.3 Advance Payments

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

## 2.4.4 Jurisdictional Reporting Requirements

2.4.4.1 The Company will use reasonable efforts to determine the jurisdiction of traffic from call detail records consistent with FCC precedent and industry standards, and will bill the Customer for Services pursuant to the jurisdictional determination it makes in its sole discretion based upon such information. For those circumstances in which the Company cannot determine the jurisdictional nature of Customer traffic, the Customer must provide a projected estimate of its traffic, expressed as a percent of Intrastate use factor ("the PIU Factor") for the split between Intrastate and intrastate jurisdictions. The Company will use the PIU Factor to apportion minutes for which information was insufficient to determine jurisdiction. The PIU Factor must be expressed as a whole number, and provided at such time as the Customer orders or first begins to use Services provided by the Company. Updates to the PIU Factor may be made by the Customer not more frequently than quarterly. When mixed Intrastate and intrastate access is provided, all charges, including non-recurring charges, usage charges, and optional features and functions will be prorated between the jurisdictions. If the Customer fails to provide a PIU Factor, the Company will use an assumed PIU Factor of 50 (*i.e.*, 50% Intrastate and 50% intrastate) for the billing of all Customer traffic for which it cannot determine jurisdiction until such time as Customer provides a PIU Factor.



ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.4 Jurisdictional Reporting Requirements (Cont'd)

2.4.4.2 Unless otherwise agreed to in writing, the Company will rely exclusively on the PIU Factor. Company has no obligation to – and will not – verify or guarantee the correctness of Customer's estimate; provided, however, that the Customer shall keep sufficient detail from which the percentage of Intrastate use can be determined, and upon request, the Customer shall deliver the records to Company for inspection. Such a request will be initiated no more than once per six (6) months. The Customer shall supply the data for inspection within thirty (30) calendar days of the Company's request.

2.4.4.3 In the event that an inspection reveals that any Customer reported PIU Factor was incorrect, the Company shall apply the inspection result to all usage affected by the inspection. The Customer shall be back-billed for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Back-billed amounts are subject to 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. Should an inspection reveal that the misreported percentages of use has resulted in an underpayment to the Company of five percent or more of the total bill for Services provided under this tariff for the applicable month, the Customer shall reimburse the Company for the cost of the inspection. Within 15 days of completion of the inspection report, the Company will furnish a copy of the results to Customer.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.5 Deposits

2.4.5.1 To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be requested prior to providing Service(s) or at any time after the provision of a Service to the Customer. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills as provided for in this tariff. The deposit will not exceed an amount equal to:

- (a) two month's charges for a Service or facility which has a minimum payment period of one month; or
- (b) the charges that would apply for the minimum payment period for a Service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

2.4.5.2 A deposit may be required in addition to an advance payment.

2.4.5.3 When a Service is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the Service is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.5 Deposits (Cont'd)

2.4.5.4 Simple interest shall accrue on a deposit and shall be paid at the time the deposit is either refunded or applied to the customer's final bill for service. The interest rate used is the rate that is set for the Federal Reserve's two-year Treasury bill. Simple interest will be applied for the number of days from the date the customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company.

2.4.5.5 Such a deposit may be refunded or credited to the Customer's account after a one-year, prompt-payment record is established.

2.4.5.6 In the event the provision of all service to the customer is terminated and the Company maintains a cash deposit from the Customer, the deposit and any accrued, uncredited interest will be applied to any outstanding sums owed to the Company, and any remaining balance will be returned to the customer.

(a) The Customer will receive interest for each month or portion thereof that a deposit is held at the Federal Reserve's two-year Treasury bill rate.

(i) On or before December 1 of any year for the period from January 1 to June 30 of the succeeding year, or

(ii) On or after June 1 of any year for the period from July 1 to December 31 of that year.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.6 Discontinuance of Service

- 2.4.6.1 Upon nonpayment of any amounts owing to the Company, the Company may by giving ten days' prior written notice to the Customer, discontinue or suspend Service without incurring any liability.
- 2.4.6.2 In the Company's sole discretion, upon violation of any of the other material terms or conditions for furnishing Service, the Company may, by giving 10 days' prior notice in writing to the Customer (or such shorter notice as may be provided elsewhere in this tariff), discontinue or suspend Service without incurring any liability if such violation continues during the period.
- 2.4.6.3 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 notice to the Customer, may discontinue or suspend Service without incurring any liability.
- 2.4.6.4 Upon any governmental prohibition or required alteration of the Service(s) to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue Service without incurring any liability.
- 2.4.6.5 Upon the Company's discontinuance of Service to the Customer under Section 2.4.6.1 or 2.4.6.2, 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 Customer during the remainder of the term for which such Service(s) would have otherwise been provided to the Customer to be immediately due and payable.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.7 Cancellation of Application for Service

Provisions for the cancellation of Service Order, ASR, or other application for Service (collectively, "Applications for Service") are provided here and are set forth in other applicable sections of this tariff.

2.4.7.1 Applications for Service are non-cancelable unless the Company otherwise agrees. Where the Company permits Customer to cancel Applications for Service prior to the Service Commencement Date or prior to any special construction, no charges will be imposed except for those specified below.

2.4.7.2 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 the Company incurred shall apply, including installation charges, and all charges others levy against the Company in connection with the Company's efforts to deliver Service to the Customer.

2.4.7.3 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 the Company incurred shall apply. 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 special construction or arrangements incurred by the Company.

2.4.7.4 The special charges described in 2.4.7.1 through 2.4.7.3 will be calculated and applied on a case-by-case basis.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.8 Changes in Service Requested

2.4.8.1 If the Customer makes or requests material changes in circuit engineering, equipment specification service parameters, premises locations, or requests expedited provisioning, or otherwise materially modifies any provision of the application for service, the Customer's installation fee and/or recurring charges shall be adjusted accordingly.

2.4.9 Allowances for Interruptions in Service

A Service is interrupted when it becomes unusable to the Customer because of a failure of a facility component used to furnish Service under this tariff or in the event that the protective controls applied by the Company result in a complete loss of Service by the Customer. An interruption begins when an inoperable Service is reported to the Company and ends when the Service is operable. If the Customer reports a Service, facility or circuit inoperable, but declines to release it for testing and repair, it is considered to be adversely affected, but not interrupted. In case of an interruption to any Service, allowance for the period of interruption, if not due to the negligence of the Customer, shall be provided.

2.4.9.1 For the Services provided under this tariff, no credit shall be allowed for an interruption of less than 24 hours. The Customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of any applicable monthly rate or assumed minutes of use charge for each period of 24 hours.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.9 Allowances for Interruptions in Service (Cont'd)

The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any monthly rate for the Service interrupted in any one monthly billing period.

2.4.9.2 A credit allowance does not apply in the following cases:

- (a) Interruptions caused by the negligence of, or noncompliance with the provisions of this tariff by the Customer, or other common carrier or provider providing service connected to the Service of the Company.
- (b) Interruptions of a Service due to the failure of equipment or systems provided by the Customer or others.
- (c) Interruptions of a Service during any period in which the Company is not afforded access to any premises.
- (d) Interruptions of Service during any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements.
- (e) Interruptions of Service due to circumstances or causes beyond the control of the Company or where the Customer continues to use the Service on an impaired basis.
- (f) In the case of an interruption to any Service, allowance for the period of interruption if the interruption is not due to the negligence of the Customer.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.9 Allowances for Interruptions in Service (Cont'd)

2.4.9.3 Use of an 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.

2.4.9.4 Re-establishment of Service Following Fire, Flood, etc.

Charges do not apply for the re-establishment of Service following a fire, flood or other occurrence attributed to an Act of God provided that the service: (1) is the same type as was in service prior to the occurrence; (2) is for the same Customer at the same location on the same premises; and is (3) reestablished within 31 days of the occurrence. The 31 days may be extended a reasonable period if the renovation of the original location on the premises is not practical. Nonrecurring charges would apply for establishing Service at a new location on the same premises or for temporary Service at a different premises pending re-establishment of Service at the original location. The Customer shall, in cooperation with the Company, participate in planning the actions to be taken to enable or maintain maximum network capability following natural or man-made disasters affecting Service(s).



ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.10 Billing Disputes

2.4.10.1 General

All bills are presumed accurate, and shall be binding on the Customer unless written notice of the disputed charge(s) is received by the Company within 30 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this Section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

Unless disputed in writing within the time period set forth in the preceding paragraph, the bill shall be deemed to be correct and payable in full by Customer, and Customer shall be deemed to have waived any and all rights and claims with respect to both the bill and the underlying dispute. The Company will be the sole determiner of a frivolous dispute.

Any disputed charges must be paid when due. After the dispute is settled, the Customer will be credited with any payments in excess of those actually due the Company. The Company will also remit interest for all such credited amounts.

2.4.10.2 Late Payment Charge

All portions of the bill, whether disputed or undisputed, must be paid by the payment due date to avoid assessment of a late payment charge set forth in 2.4.2.7, preceding.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.10 Billing Disputes (Cont'd)

2.4.10.3 Adjustments or Refunds to the Customer

In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill as required by this tariff, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.

In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill as required by this tariff but canceled the service, the Company will issue a refund of any overpayment by the Customer.

All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.5 Access Billing

2.5.1 Title or Ownership Rights

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

2.5.2 Billing Standards

2.5.2.1 The Company shall produce access bills in general conformance with accepted industry standards for companies that do not provide bills under a mechanized Carrier Access Billing System/Billing Output Specification (CABS/BOS) equivalent System. Access Bills will be consistent with the Small Exchange Carrier Access Billing (SECAB) Guidelines developed by the Ordering Billing Forum (OBF) of the Alliance for Telecommunications Industry Solutions (ATIS).

2.5.2.2 An access bill is comprised of one or more billing elements, including usage sensitive charges, distance sensitive charges, flat-rated charges, individual-case-based (ICB) charges, and non-recurring or special miscellaneous charges that may be appropriate.

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ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.5 Access Billing (Cont'd)

2.5.3 Meet Point Billing

When an access service is provided by more than one telecommunications carrier, each such carrier must ensure that appropriate usage information is provided to the other for access minutes purposes.

2.5.3.1 The Company will provide Service under a multiple bill option. Under a multiple bill option, each Company providing Service will render an access bill to the Customer for its portion of the Service based on its access tariff rates and regulations.

2.5.3.2 For Switched Access Multiple Bills, the end office company is generally the Initial Billing Company (IBC). The IBC is the company that calculates the access minutes to be billed to the Customer and provides these data to each connecting company providing the Service, i.e., the Subsequent Billing Company(s). Each billing company will:

- prepare its own bill;
- determine its charge(s) for access elements;
- determine and include all recurring and non-recurring rates and charges of its access tariffs;
- reflect its Billing Account Reference (BAR) and all connecting company Billing Account Cross Reference (BACR) code(s);

The Customer will remit payment directly to each bill rendering company.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.5 Access Billing (Cont'd)

2.5.4 Duration of Use Charges

- 2.5.4.1 Customer traffic to end offices will be measured by the Company at end office switches. Originating and terminating Calls will be measured by the Company to determine the basis for computing chargeable access minutes.
- 2.5.4.2 For originating Calls over Feature Group D facilities, usage measurement begins when the originating switch receives the first wink supervisory signal.
- 2.5.4.3 The measurement of originating usage ends when the originating Feature Group D switch receives disconnect supervision.
- 2.5.4.4 For terminating Calls over Feature Group D facilities, the measurement of access minutes begins when the terminating Feature Group D switch receives answer supervision.
- 2.5.4.5 The measurement of terminating call usage over Feature Group D facilities ends when the terminating Feature Group D switch receives disconnect supervision.

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ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.5 Access Billing (Cont'd)

2.5.5 Distance Charges

2.5.5.1 Where charges for an access service are based on distance, the distance between two points is measured as airline distance between rate centers as listed in the National Exchange Carrier Association FCC No. 4, Wire Center Tariff or Local Exchange Routing Guide (LERG) issued by Telcordia which contains Numbering Plan Area (NPA) and Exchange Number Assignment (NXX) (area code and first three digits of a seven-digit telephone number).

2.5.5.2 The airline distance between any two rate centers is determined as follows:

- (a) Obtain the "V" (vertical) and "H" (horizontal coordinates for each rate center from the above referenced document(s),
- (b) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates,
- (c) Square the difference obtained in (b) above,
- (d) Add the square of the "V" difference and the square of the "H" difference obtained in (c) above,
- (e) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained,
- (f) Obtain the square root of the whole number result obtained in (e) above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage applicable.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.5 Access Billing (Cont'd)

2.5.6 Suspension, Termination or Refusal of Service

2.5.6.1 Service may be suspended or terminated for nonpayment of any bill or deposit until such bill or deposit is paid. If Service is suspended or terminated for nonpayment, the Customer must remit a connection charge as well as any payment due and any deposit requested by the Company prior to reconnection or reestablishment of Service.

2.5.6.2 Suspension or termination of Service for nonpayment will not be made until after: (1) at least 10 days written notification has been served personally on the Customer; (2) at least 10 days after verification of receipt of certified mail has been made by the Company; or (3) at least 10 days after the Customer has refused a certified or registered written notification mailed to the Customer billing address. Service shall not be suspended or terminated for nonpayment on weekends, legal holidays or on days when the business office of the Company is not open for business.

2.5.6.3 When a Customer refuses to pay bills rendered or deposits requested, the Company may refuse to process existing orders for Service(s) or to accept new orders for Service.

2.5.6.4 Except as otherwise provided herein, the Company, after providing notice in writing to the Customer, may suspend, terminate or refuse Service(s) in the event of unauthorized use of Service(s) or facilities received from the Company, where the Customer is indebted to the Company for previously furnished Service(s) or facilities or where the use of Service(s) or facilities have been abandoned.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.5 Access Billing (Cont'd)

2.5.7 Exceptions to Suspension, Termination or Refusal of Service

2.5.7.1 Service(s) shall not be suspended, terminated, or refused in the following instances:

- (a) N/A
- (b) For nonpayment of Service which has been billed but not rendered;  
or
- (c) For nonpayment of billed amounts for charges other than those for any Service.



ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.6 Cancellation by Customer

2.6.1 General

- A. A Customer may cancel a Service by providing the Company with written notification thirty (30) days prior to the requested cancellation date. The Customer shall be responsible for payment of all bills for service furnished until the cessation of Service.
- B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service and continue to be responsible for all charges incurred in connection with the use of such Service.

2.6.2 Cancellation of Contract Services

- A. If a Customer cancels an ASR or Service Order or terminates a Service before the completion of the term, or where the Customer breaches the terms in any contract with the Company, the Customer shall be required to pay to Company termination liability charges. These charges shall become due and owing as of the effective date of the cancellation or termination. Unless otherwise specified in this tariff, the termination liability shall be equal to:
  - (a) all unpaid nonrecurring charges reasonably expended by the Company to establish service to Customer, plus;
  - (b) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus;
  - (c) all recurring charges specified in the applicable service order for the balance of the then current term.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.6 Cancellation by Customer (Cont'd)

2.6.3 Cancellation of Application for Service

- A. Where the Company permits the Customer to cancel 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.
- B. 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 the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. 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, may apply. 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.
- D. The charges described above will be calculated and applied on a case-by-case basis.

ACCESS SERVICE

3. ACCESS ORDERING

3.1 General

This section sets forth the regulations and order-related charges for Service(s) shown in other sections of this tariff. Order charges are in addition to other applicable charges for Service(s) provided.

A Customer may order any number of Services of the same type and between the same premises. All details for services for a particular order must be identical except for those for multi-point Service.

The Customer shall provide to the Company the following information in addition to other requirements of this section:

- Customer name and premises address,
- Billing name and address, if different from Customer name and address,
- Customer contact name(s) and telephone number(s) for order confirmation, order provisioning information, order negotiation, interactive engineering design, installation and billing.

3.1.1 Service Installation

The Company will provide Service in accordance with the Customer's requested Service date, subject to the constraints established by the Company schedule of Service dates, the availability of facilities, and other factors as set forth in this tariff.

Installation of Service(s) will be during Company business days and hours. Customer requests for installations outside of scheduled work hours, if agreed to by the Company, will be subject to applicable additional labor charges.

The Company will not accept orders for Service that are for a date more than six months from the current date. The Company will, however, accept information for planning purposes in advance of order placement.

## ACCESS SERVICE

3. ACCESS ORDERING (Cont'd)3.1 General (Cont'd)

## 3.1.2 Expedited Orders

When a Customer orders a Service and requests a Service date that is prior to the Company's applicable interval service date of the Company, or when a Customer requests an earlier Service date than shown on an existing Service Order or ASR, the Company, in addition to other applicable charges for modification or Service date change, will determine if it can meet the requested date and what additional labor and/or extraordinary costs are required. The Customer will be notified of the additional estimated costs for authorization.

## 3.1.3 Selection of Facilities

The option to request a specific path or channel is not provided to the Customer, but within the purview of the Company.

## 3.1.4 Constructive Ordering

Notwithstanding any references to ASRs, Service Orders, or other ordering requirements in this tariff, a Customer may also obtain service via Constructive Order. A Constructive Order is initiated when Calls are delivered to or accepted from any Customer of the Company over the Company's network, and by originating traffic from or terminating traffic to the Company's network, the Customer agrees to have ordered and will pay for the Company's Services pursuant to this tariff. Similarly, the selection of an IXC by an End User as the End User's PIC constitutes a Constructive Order for switched access by that IXC.

## 3.2 Ordering Requirements

## 3.2.1 Switched Access Service Feature Group D

When ordering Feature Group D Switched Access Service, the following information shall be provided by the Customer:

- The number of Busy Hour Minutes of Capacity (BHMC) from the customer designated premises to the end office or the number of trunks desired between the Customer designated premises and the entry switch;
- Optional Features desired; and
- Projected percentage of jurisdictional use.

ACCESS SERVICE

3. ACCESS ORDERING (Cont'd)

3.3 Access Ordering Charges

3.3.1 Access Order Charge

An Access Order Charge is applied to all Customer requests for new, additions, or changes and rearrangements to existing Switched Access Service except as follows:

- When a Service Date Change Charge is applicable;
- When a Design Change Charge is applicable;
- When a change to a pending order does not result in the cancellation of the pending order and the issuance is a new order;
- When a Miscellaneous Service Order Charge is applicable;
- When a Presubscription Charge is applicable; or
- When a Company-initiated network reconfiguration requires a Customer's existing access service to be reconfigured.

An Access Order Charge will be applied on a per order basis to each order or copy of an order received by the Company.

3.3.2 Access Order Change Charge

Access Order Change Charges involve service date changes and/or design changes. A change would be a Customer request any time prior to the Service date for the requested Service(s). Any increase in the number of Switched Access lines, trunks or BHMC will be treated as a new order (for the increased amounts) rather than a change order.

3.3.3 Service Date Change Charge

A change of Service date is a change of the scheduled Service date by the Customer to either an earlier date or a later date which does not exceed 10 calendar days from the original Service date. The Customer may request a change of Service date on a pending Access Service Request prior to the Service date and if the Company can accommodate the change, a new Service date will be set and a service date change charge will apply.

ACCESS SERVICE

3. ACCESS ORDERING (Cont'd)

3.3 Access Ordering Charges (Cont'd)

3.3.4 Design Change Charge

A design change is any change to an Access Service Request that requires engineering review prior to the requested service date. Design changes do not include a change of Customer Designated Premises, first point of switching Access channel type; changes of this nature require the issuance of a new order and the cancellation of the original order. Design changes would include such items as the addition or deletion of optional features or functions, change in type of transport termination, type of channel interface group or technical specification changes.

The Company will review the requested Customer change and notify the Customer whether the change is a design change, if it can be accommodated, and if a new Service date is required. On customer approval, a Design Change Charge would apply in addition to any other charges (e.g. service date change).

3.3.5 Miscellaneous Service Order Charge

A Miscellaneous Service Order Charge is for compensation of administrative expenses associated with issuing the order associated with the provision of Miscellaneous Services such as overtime repair, standby repair, testing, and other labor. The charge does not apply to Service(s) where a pending Service order exists, such as additional engineering, overtime installation, standby acceptance testing, testing with other companies with acceptance testing and additional cooperative acceptance testing.

ACCESS SERVICE

3. ACCESS ORDERING (Cont'd)

3.3 Access Ordering Charges (Cont'd)

3.3.6 Cancellation of Access Order Charge

A Customer may cancel a request for the installation of Service on any date prior to the Service date. The cancellation date is the date on which the Company receives written notice from the customer. When a Customer cancels an order, a Cancellation Charge will apply as follows:

- Installation of Switched Access Service facilities is considered to have started when the Company incurs any cost in connection with provisioning the Service that otherwise would not have been incurred.
- When installation of access facilities has been started prior to the cancellation, a charge equal to the lower of either the cost incurred in such installation, less net salvage, or the charges for a minimum period for the service will apply.

Any partial cancellation (e.g. cancellation in the number of trunks, channels ordered) will be treated as a cancellation and subject to applicable charges as stated in this Section.

Where the Customer cancels an order prior to the start of installation of access facilities and no costs have occurred, no charges shall apply.

ACCESS SERVICE

4. RESERVED FOR FUTURE USE

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ACCESS SERVICE

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## ACCESS SERVICE

6. SWITCHED ACCESS SERVICE6.1 General

Switched Access Service, which is available to Customers for their use in routing or receiving traffic and/or in furnishing their services to End Users, provides a two-point communications path between a Customer and an End User. It provides for the use of common terminating switching and transport facilities. The Company provides Switched Access service, which is furnished in quantities of trunks or busy hour minutes of capacity (BHMC). Switched Access Service consists of local transport and the appropriate end office switching and functions to enable a Customer to utilize the Company's network to accept Calls originated by End Users or to deliver Calls for termination to End Users.

Switched Access Service may be provided via a variety of means and facilities, where available, to be determined by the Company and/or as indicated by the Customer on a Service Order or ASR (if applicable) as accepted by the Company. Such Services may include, but not be limited to, Feature Group D access, and Feature Group D access will be provided by the Company absent mutual agreement with respect to alternative Switched Access Service by the Company and the Customer. Feature Group D access, or 'equal access,' is known in the industry as 'One-plus' ('1+') dialing. This type of access allows traffic (e.g., Calls) to be routed directly to the caller's carrier of choice. Feature Group D/equal access offers features, including presubscription, not generally available through other forms of access. The Company shall determine in its sole discretion the means, facilities, and network configuration by which Feature Group D and any and all other Switched Access Services, as applicable, will be provided to Customer.

## ACCESS SERVICE

6. SWITCHED ACCESS SERVICE6.1 General

## 6.1.1 Rate Categories

The Company's Intrastate Switched Access Service rate elements may include, but are not limited to, the following rate elements or their functional equivalent if applicable: carrier common line (originating); carrier common line (terminating); local end office switching; interconnection charge; information surcharge; tandem switched transport termination (fixed); tandem switch transport facility (per mile); and tandem switching.

Rate categories and descriptions include the following:

6.1.1.1 Transport — charges for trunks related to the transmission and tandem switching facilities, if appropriate, between the Customer Designated Premises and the end office switch where the Customer's originating or terminating traffic is switched. Transport rate categories may consist of three elements: a Transport Termination per path per access minute charge, a Transport Facility rate per mile per access minute charge, and a Transport Interconnect Charge rate per access minute. A Customer may also request optional features and functions which are subject to additional charges.

Multiplexing charges will apply when a High Capacity Entrance Facility is connected to a lower grade service (e.g. DS-3 to DS-1 multiplexing and/or DS-1 to Voice Grade multiplexing) or when a lower grade service is connected to a High Capacity Entrance Facility (e.g., DS-1 to DS-3 multiplexing and/or Voice Grade to DS-1 multiplexing). These charges may apply at an end office, Hub location or serving wire center. The Company shall notify the Customer in such instances.

The Company will work cooperatively with the Customer to arrange routing and serving arrangements.

6.1.1.2 End Office/Local Switching - Charges related to the Company local end office switching entity which routes traffic to and from End Users to Customers. The end office rate category includes two elements; Local Switching per access minute of use, and an Information/Intercept Surcharge per access minutes of use or Information Surcharge per information call use as determined by the serving arrangement.

ACCESS SERVICE

6. SWITCHED ACCESS SERVICE (Cont'd)

6.1 General (Cont'd)

6.1.1 Rate Categories (Cont'd)

6.1.1.3 Optional Features and Functions - are those features and functions that are available in lieu of or in addition to the standard features provided with Switched Access Service. They include, but are not limited to:

- Automatic Number Identification - this option provides the automatic transmission of a ten digit number and information digits to the Customer designated premises to identify the calling station on a call-by-call basis. Where complete ANI detail cannot be provided, information digits will be provided to the Customer.
- Service Class Routing - this option provides the capability of directing originating traffic from an end office to a trunk group to a Customer Designated Premises, based on the line class of service (e.g. coin or hotel/ motel), service prefix indicator (e.g. 0-, 0+, 01+, or 011+).

6.2 Switched Access Service Specifications – Company Requirements

The provision of Switched Access Service has certain obligations of the Company in addition to those listed in Section 2 preceding. They are as follows:

6.2.1 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all communications users of those services. Generally service levels are acceptable when Customers are able to establish connections without delay. The Company maintains the right to apply protective controls in the provision of Switched Access Service. Generally protective controls would be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling demands, or national security demands.

ACCESS SERVICE

6. SWITCHED ACCESS SERVICE (Cont'd)

6.2 Switched Access Specifications – Customer Requirements (Cont'd)

6.2.2 Transmission Specifications

Each Switched Access Service transmission path is provided with industry standard transmission for its type of service. The Company will work in cooperation with the Customer to insure that those parameters are met. In the event the established specifications are not maintained, the Company may require immediate corrective action and may work independently or in cooperation with the Customer to remedy the situation.

6.2.3 Testing

Certain testing services offered under the tariff are subject to the availability of qualified personnel and test equipment. Acceptance Testing and Routine Testing will be provided at no additional charge and shall be mutually arranged by the Company and the Customer.

6.2.4 Report Requirements

The Customer is responsible for providing reports to the Company, when applicable. Such reports include:

- (a) Jurisdictional Reports – are required when Customer orders Access Service with both intrastate and Intrastate use so that charges may be apportioned in accordance with those reports.
- (b) Supervisory Signaling - necessary on-hook, off-hook supervision shall be provided by the Customer's facilities in order to provide answer and disconnect supervision.

## ACCESS SERVICE

6. SWITCHED ACCESS SERVICE (Cont'd)6.3 Toll Free Service Access Code Database Service

Toll Free Service Access Code Data Base Access Service is provided with Switched Access Service. When a 1+ (e.g. 800, 888, or other toll free number) + NXX + XXXX call is originated by an End User, the Company will utilize the Signaling System 7 (SS7) network to query a Toll Free Service Access Code Data Base to perform the identification function. The call will then be routed to the identified Customer via Switched Access Service. The manner in which Toll Free Service Access Code Data Base Access Service is provided is dependent on the availability of SS7 service at the end office from which the service is provided as outlined below:

- When Toll Free Service Access Code Data Base Access Service originates at an end office equipped with Service Switching Point (SSP) capability for querying centralized data bases, all such service will be provisioned from that end office.
- When Toll Free Service Access Code Data Base Access Service originates at an end office not equipped with SSP customer identification capability, the Toll Free Service Access Code call will be delivered to the access tandem on which the end office is homed and which is equipped with the SSP feature to query centralized data bases.

Query charges as set forth in the following are in addition to those charges applicable for the Switched Access Service.

ACCESS SERVICE

6. SWITCHED ACCESS SERVICE (Cont'd)

6.4 Rate Regulations

This section contains a brief description and the general regulations governing the rates and charges that apply for Switched Access Service.

6.4.1 Description and Application of Rates

Switched Access Service rates are generally of two types; usage rates and non-recurring rates. Usage rates may be minute, and/or distance sensitive, occurrence and/or quantity sensitive or combinations of these usage elements. Non-recurring rates are one-time charges that apply for a specific work activity. Examples would include installation of service, rearrangements of service, moves and changes of service, provision of optional features and functions not ordered initially, service date changes, service design changes, cancellation of access, orders for additional engineering, and expedited orders.

6.4.2 Contracts and Individual Case Basis (ICB) Rates

In lieu of the rates terms and/or conditions otherwise set forth in this tariff including but not limited to minimum usage, installation, special construction and recurring charges, the Company's services may be established and provided at negotiated rates on an individual case basis (ICB), taking into account any factors the Company deems necessary or appropriate, including the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment and use of facilities by other Customers. Specialized rates, services or charges will be made available to similarly situated Customers on a non-discriminatory basis.

## ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE7.1 General

Miscellaneous Access Service may be provided by the Company at the request of a Customer on an individual case basis if such service arrangements are: not offered under other sections of this tariff; the facilities utilized to meet the request are of a type normally used by the Company in furnishing service; the service or arrangements are compatible with other services and facilities; the service is available and within the Company's personnel and capital resources. Charges may include non-recurring, recurring and/or special, terminating costs or combinations thereof.

7.2 Services Offered

Miscellaneous Access Services may include, but are not limited to the following: Special Construction; Additional engineering or Labor; Maintenance of Service; New Access Services; Testing Services; Presubscription. Miscellaneous Access Service may be provided to Customers on an individual case basis in accordance with rules of the FCC.

7.2.1 Special Construction

Special construction would include the costs for the provision of an Access Service that may not be available over such routes, facilities or equipment normally provided.

7.2.2 Additional Engineering or Labor

Additional Engineering will apply when requested and approved by the Customer for the following:

- (1) when a Customer requests additional information subsequent to the Company-provided DLR information;
- (2) when additional engineering time is required for a customized order; or
- (3) when a customer requests a design change and additional engineering time is required.



## ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE (Cont'd)

## 7.2.3 Testing

When the Customer requests testing which is beyond that which is normally provided at Company locations in connection with Service(s) and at Customer designated premises, additional charges will apply when accepted and approved by the Customer. All testing of this type shall be subject to availability of the necessary qualified personnel and test equipment. A request for testing that is not consecutive with an employees scheduled work period is regarded as a call out. A minimum call out of four hours will apply.

## 7.2.4 Presubscription

Presubscription is the process by which an End User may select and designate an IXC for the provision of Intrastate toll service to that End User. This IXC is referred to as the end user's pre-designated IXC. An End User may indicate a primary inter-exchange carrier or may elect to select an IXC on a per call basis by dialing an access code to make toll Calls. Customers that have pre-designated an IXC may also dial an access code to direct Calls to an alternative IXC on a per-call basis. There are no initial charges associated with presubscription by a Company End User.

An End User may initiate a presubscription change at any time. The Company will maintain a listing of all available interexchange carriers and provide them on a random sequential basis to its own End Users to aid in the selection process. The change of an IXC is subject to the appropriate non-recurring charge.

If an unauthorized change takes place, the IXC that requested the change will be subject to an Unauthorized PIC Change Charge in addition to the normal PIC Change Charge.

ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE (Cont'd)

7.2 Services Offered (Cont'd)

7.2.5 Maintenance of Service

The Customer shall be responsible for payment of a Maintenance of Service charge when the Company dispatches personnel to the customer designated premises and trouble is found to be with Customer facilities or equipment.

7.2.6 Specialized Service or Arrangements

Specialized Service or Arrangements may be provided by the Company at the request of the Customer on an individual case basis (ICB) if such services or arrangements meet the following:

- the service(s) or arrangement(s) are not offered under other sections of the tariff,
- the service(s) or arrangement(s) are a type normally used by the Company, the service(s) or arrangement(s) are compatible with other Company Service(s), facilities and engineering and maintenance practices,
- the offering is subject to the availability of Company personnel and capital resources.

ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE (Cont'd)

7.2 Services Offered (Cont'd)

7.2.7 Blocking Service

7.2.7.1 International Blocking Service

The Company will provide International Blocking Service to Customers who obtain Feature Group D Switched Access Service under this tariff. This service is only provided at appropriately equipped Company end offices.

On each line or trunk for which International Blocking Service is ordered, the Company will block all direct dialed international Calls that use the call sequence of 011+ or appropriate access code dialing arrangements for international calling. When capable, the Company will route the blocked Calls to a recorded message.

An International Blocking Service charge as set forth in Section 9 following is applicable for each new or existing exchange line or trunk or Feature Group D Switched Access line to which International Blocking Service is added or removed. This charge does not apply when blocking is removed from an exchange line or trunk or Feature Group D Switched Access line at the same time that it is disconnected.

A Miscellaneous Service Order Charge as set forth in Section 9 will apply to orders adding or removing International Blocking Service that are placed subsequent to the initial installation of the associated exchange line(s) or trunk(s) or Feature Group D Switched Access line(s). This charge does not apply when blocking is removed from an exchange line or trunk or Feature Group D Switched Access line at the same time that it is disconnected.

ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE (Cont'd)

7.2 Services Offered (Cont'd)

7.2.7 Blocking Service (Cont'd)

7.2.7.2 900 Blocking Service

The Company will provide 900 Blocking Service to End Users who obtain local exchange service from the Company under its general or local exchange tariffs. This service is only provided at appropriately equipped end offices.

On each line or trunk for which 900 Blocking Service is ordered, the Company will block all direct dialed Calls placed to a 900 number. When capable, the Company will route the blocked Calls to a recorded message.

A Blocking Service charge as set forth in Section 9 following is applicable when ordered by the End User except when such End User establishes telephone service at a new number and for 31 days thereafter.

The Blocking Service charge is applied for each line for which 900 Blocking Service is added to remove. Requests by End Users to remove 900 Blocking Service must be in writing. This charge does not apply when blocking is removed from an exchange line at the same time that it is disconnected.

ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE (Cont'd)

7.2 Services Offered (Cont'd)

7.2.8 Billing Name and Address Service

7.2.8.1 General Description

- (A) Billing Name and Address (BNA) Service is the provision by the Company to an Intrastate service provider who is a Customer of the Company of the complete billing name, street address, city or town, state and zip code for a telephone number or calling card account number assigned by the Company. An Intrastate service provider is defined as an interexchange carrier, an operator service provider, an enhanced service provider or any other provider of Intrastate telecommunications services.
- (B) BNA Service is provided only for the purposes of allowing Customers to bill their end users for telephone services provided by the customer, order entry and customer service information, fraud prevention identification of end users who have moved to a new address, any purpose associated with equal access requirement, and information associated with Local Exchange Carrier (LEC) calling card Calls, collect and third party Calls.

BNA information may not be resold or used for any other purpose including, but not limited to, marketing or merchandising activities.

ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE (Cont'd)

7.2 Services Offered (Cont'd)

7.2.8 Billing Name and Address Service (Cont'd)

7.2.8.1 General Description (Cont'd)

- (C) BNA information associated with listed/published telephone numbers will be provided. Requests for BNA information associated with nonpublished and unlisted telephone numbers will be provided, unless the subscriber to a nonpublished or unlisted telephone number has affirmatively that requested its BNA not be disclosed.

7.2.8.2 Undertaking of the Telephone Company

- (A) A standard format for the receipt of BNA requests and the provision of BNA information will be established by the Company.
- (B) Standard response to BNA requests will be by First Class Mail. Standard format will be on paper. Optional Magnetic Tape formatting will be offered where available.
- (C) Where facilities are available, the customer may request an optional specialized output format required to meet a specific customer need.
- (D) The Company will make every effort to provide accurate and complete BNA data. The Company makes no warranties, expressed or implied, as to the accuracy or completeness of this information.

ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE (Cont'd)

7.2 Services Offered (Cont'd)

7.2.8 Billing Name and Address Service (Cont'd)

7.2.8.2 Undertaking of the Telephone Company (Cont'd)

(E) The Company will not disclose BNA information to parties other than Intrastate service providers and their authorized billing agents as defined in 7.2.8.1 preceding. BNA disclosure is limited to those purposes as defined in 7.2.8.1 preceding.

(F) The Company reserves the right to request from an Intrastate service provider who has placed an order for BNA service, the source data upon which that Customer has based the order. This request is made to ensure that the BNA information is to be used only for purposes as described in 7.2.8.1 preceding. The Company will not process the order until such time as the Intrastate service provider supplies the requested data.

7.2.8.3 Obligations of the Customer

(A) The Customer shall order BNA Service on a separate BNA Order. The order must identify both the Customer's authorized representative and the address to which the information is to be sent.

(B) The Customer shall treat all BNA information as confidential. The Customer shall insure that BNA information is used only for the purposes as described in 7.2.8.1 preceding.

ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE (Cont'd)

7.2 Services Offered (Cont'd)

7.2.8 Billing Name and Address Service (Cont'd)

7.2.8.3 Obligations of the Customer (Cont'd)

- (C) The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's end user records it assembles through the use of BNA Service.
- (D) Upon request, the Customer will provide to the Company the source data upon which the Customer has based an order for BNA Service. The Company will not process the order until such time as the customer provides the requested data.

7.2.8.4 Rate Regulations

- (A) For each order for BNA information received by the Company, a BNA Order Charge applies. In addition, a charge applies for each customer specific record provided. The BNA Order Charge and the Per Record Charge are specified in 8.3.1 following.
- (B) Where available, the Customer may order the response formatted on Magnetic Tape. The Optional Magnetic Tape Charge is specified in 8.3.1 following and is in addition to the BNA Order Charge and the BNA Record Charge.
- (C) Where available, the Customer may order an output format other than a standard paper format in order to meet a customer's specific requirement. This option is subject to an hourly programming charge as specified in 8.3.1 following and is in addition to the BNA Order Charge and the BNA Record Charge.



ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE (Cont'd)

7.2 Services Offered (Cont'd)

7.2.9 Subscriber Line Charge

The Company may, in its sole discretion, recover some of the costs of the telephone line or trunk connected to an End User's Premises, and/or the associated switch port, through a monthly charge called the Subscriber Line Charge ("SLC"). The Subscriber Line Charge is a monthly, flat-rated charge assessed to the Company's End Users for each local exchange service line or trunk. BRI lines are charged the multiline business line rate, and PRI arrangements are charged the multiline business line rate times five (5).

7.2.10 Local Number Portability (LNP)

Local Number Portability (LNP) allows, where facilities permit: (1) a local exchange telephone service customer to maintain the same Directory Number (DN) when changing from one telecommunications service provider to another while remaining at the same location; and (2) callers to complete Calls to numbers that have been ported.

ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE (Cont'd)

7.2 Services Offered (Cont'd)

7.2.11 Federal Universal Service Fee

In connection with the FCC's Universal Service Orders, the Company will pay a fee based on a percentage of its retail revenues to support the Universal Service Fund (USF). The Company may, in its sole discretion, pass-through the USF assessment to its customers by assessing a surcharge applicable to all retail Intrastate and international charges, including usage and non-usage charges. This surcharge is in addition to standard usage charges and any applicable service charges and fees associated with the Company's service. The Company's Universal Service Fee factor will match the relevant quarterly Universal Service Contribution Factor approved by the FCC, rounded up to the nearest tenth of a percent. Universal Service Contribution Factors are available at [www.fcc.gov/ccb/universal\\_service/quarter.html](http://www.fcc.gov/ccb/universal_service/quarter.html).

ACCESS SERVICE

8. RATES AND CHARGES

8.1 General

Rates for service will include recurring charges for the rate elements, applicable non-recurring charges, miscellaneous charges, ICB charges or combinations of same and are identified herein.

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Tom Reiman, President  
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Sioux Falls, SD 57110

ACCESS SERVICE

8. RATES AND CHARGES (Cont'd)

8.2 Switched Access Service\*

8.2.1	<u>Recurring Rates:</u>	<u>Rate</u>
(A)	Local Switching, per AMOU	\$0.023132
(B)	Tandem Switching, per AMOU	\$0.002744
(C)	Tandem-Switched Facility, per AMOU/mile	\$0.00203
(D)	Tandem-Switched Termination, per AMOU	\$0.001055
8.2.2	<u>Nonrecurring Charges</u>	<u>Charges</u>
(A)	Local Transport – Installation <u>Per Entrance Facility</u>	
	- Voice Grade Two-Wire	*
	- Voice Grade Four-Wire	*
	- High Capacity DS1	*
	- High Capacity DS3	*
(B)	Interim NXX Translation Per <u>Order - Per LATA or Market Area</u>	*
(C)	<u>Trunk Activation</u>	
	- Per 24 Trunks Converted or Fraction thereof on a Per Order Basis	*

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ACCESS SERVICE

8. RATES AND CHARGES (Cont'd)

8.2 Switched Access Service (Cont'd)

8.2.3	Network Blocking per Blocked Call	<u>Rate</u>
	Applies to FGD only	\$0.0139
8.2.4	800 Data Base Access Service Queries	
	Per Query – Basic	\$0.0054
	Per Query – Vertical Feature	\$0.0060

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ACCESS SERVICE

8. Rates and Charges (Cont'd)

8.3 Other Services

8.3.1 Miscellaneous Services

Each Half Hour  
or Fraction Thereof

(A) Additional Cooperative Acceptance  
Testing - Switched Access

- Testing Period - Basic Time	\$18.00
- Testing Period - Overtime	\$27.00
- Testing Period - Premium Time	\$36.00

Nonrecurring  
Charge\*

(B) <u>Presubscription/PIC Change</u>	\$ 5.00
(Manual)	\$ 5.50
(Electronic)	\$ 1.25
(Manual with Intra and Inter changes)	\$ 2.75
(Electronic with Intra and Inter changes)	\$ 0.63

(C) Unauthorized PIC Change

- Residence/Business Per Telephone Exchange Service Line or Trunk	\$50.00
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- Per Pay Telephone Exchange Service Line or Trunk	\$57.00
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(D) Blocking Service \$11.00

(E) Billing Name and Address Service

- Per BNA Order	\$50.00
- Per BNA Record	\$ 0.33
- Optional Magnetic Tape Charge-Per Magnetic Tape	\$91.00
- Optional Format Programming Charge - Per each half hour or fraction thereof	\$37.00

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ACCESS SERVICE

8. Rates and Charges (Cont'd)

8.3 Other Services (Cont'd)

8.3.1 Miscellaneous Services (Cont'd)

		Nonrecurring Charge
(F)	<u>Service Order Charge</u>	\$136.00
(G)	<u>Access Order Change Charge</u>	*
(H)	<u>Design Change Charge</u>	\$53.00
(I)	<u>Miscellaneous Service Order Charge</u>	\$53.00
(J)	<u>Cancellation of Access Order Charge</u>	*
(K)	<u>Maintenance of Service Charge</u>	*
(L)	<u>Additional Engineering On Labor Charge</u> (Each hour or fraction thereof)	*
(M)	<u>Testing</u> (Each half hour or fraction thereof)	\$18.00
(N)	SLC	
		Monthly Charge
		Residential/Single Line Business      Multi-Line Business (per line)
	Individual line or trunk, each	\$6.50      \$9.50
(O)	LNP	*