

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

CHECK SHEET

Sheets of this rate sheet are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original rate sheet and are currently in effect as of the date on the bottom of this sheet.

Page Number	Revision	Page Number	Revision	Page Number	Revision
1	Original	21	Original	41	Original
2	1st Revised*	22	Original	42	Original
3	Original	23	Original	43	Original
4	Original	24	Original	44	Original
5	Original	25	Original	45	Original
6	Original	26	Original	46	Original
7	Original	27	Original	47	Original
8	Original	28	1 st Revised*	48	Original
9	Original	28.1	Original*	49	Original
10	Original	28.2	Original*	50	Original
11	Original	28.3	Original*	51	Original
12	Original	29	1 st Revised*	52	Original
13	Original	30	Original	53	Original
14	Original	31	Original	54	Original
15	Original	32	Original	55	Original
16	Original	33	Original	56	Original
17	Original	34	Original	57	Original
18	Original	35	Original	58	Original
19	Original	36	Original		
20	Original	37	Original		
		38	Original		
		39	Original		
		40	Original		

*- indicates pages included in this filing

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Reporting (cont'd.)

- D. Effective on the first of January, April, July and October of each year the Customer should update its interstate and intrastate jurisdictional report. The Customer should forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in 2.3.3A and 2.3.3B above.
- E. Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, as its own expense, has the right to retain an independent auditing firm.

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M - Material moved from Page 29

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.4 Identification and Rating of VoIP-PSTN Traffic

(A) Scope

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

(B) Rating of VoIP-PSTN Traffic

The Relevant VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to MetTel’s applicable tariffed interstate switched access rates as specified in MetTel’s FCC Tariff.

(C) Calculation and Application of Percent-VoIP-Usage Factor

MetTel will determine the number of Relevant VoIP-PSTN Traffic minutes of use (“MOU”) to which interstate rates will be applied under subsection (B), above, by applying a Percent VoIP Usage (“PVU”) factor to the total intrastate access MOU exchanged between a MetTel end user and the customer. The PVU will be derived and applied as follows:

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (Cont'd)

2.3 Obligations of the Customer (Cont'd)

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

(C) Calculation and Application of Percent-VoIP-Usage Factor (Cont'd)

1. The customer will calculate and furnish to MetTel a factor (the “PVU-C”) representing the percentage of the total intrastate and interstate access MOU that the customer exchanges with MetTel in the State, that (a) is sent to MetTel and that originated in IP format; or (b) is received from MetTel and terminated in IP format. This PVU-C shall be based on information such as the number of the customer’s retail VoIP subscriptions in the state (*e.g.*, as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
2. MetTel will, likewise, calculate a factor (the “PVU-M”) representing the percentage of MetTel’s total intrastate and interstate access MOU in the State that MetTel originates or terminates on its network in IP format. This PVU-M shall be based on information, such as the number of MetTel’s retail VoIP subscriptions in the state (*e.g.*, as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
3. MetTel will use the PVU-C and PVU-M factors to calculate a PVU factor that represents the percentage of total intrastate and interstate access MOU exchanged between a MetTel end user and the customer that is originated or terminated in IP format, whether at MetTel’s end, at the customer’s end, or at both ends. The PVU factor will be calculated as the sum of: (A) the PVU-C factor and (B) the PVU-M factor times (1.0 minus the PVU-C factor).
4. MetTel will apply the PVU factor to the total intrastate access MOU exchanged with the customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

Example 1: The PVU-M is 10% and the PVU-C is 40%. The PVU factor is equal to $40\% + (10\% \times 60\%) = 46\%$. MetTel will bill 46% of the customer’s intrastate access MOU at its applicable tariffed interstate rates.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (Cont'd)

2.3 Obligations of the Customer (Cont'd)

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

Example 2: The PVU-M is 10% and the PVU-C is 0%. The PVU factor is equal to $0\% + (100\% \times 10\%) = 10\%$. MetTel will bill 10% of the customer's intrastate access MOU at its applicable tariffed interstate switched access rates.

Example 3: The PVU-C is 100%. No matter what the PVU-M factor is, the PVU is 100%. MetTel will bill 100% of the customer's intrastate access MOU at MetTel's applicable tariffed interstate switched access rates.

5. If the customer does not furnish MetTel with a PVU-C pursuant to the preceding paragraph 1, MetTel will utilize a PVU equal to the PVU-M.

(D) Initial PVU Factor

If the PVU factor is not available and/or cannot be implemented in MetTel's billing systems by January 1, 2012, MetTel will set the initial PVU equal to the PVU-M, as specified in subsection (C)(5), above.

(E) PVU Factor Updates

The customer may update the PVU-C factor quarterly using the method set forth in subsection (C)(1), above. If the customer chooses to submit such updates, it shall forward to MetTel, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-C factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. MetTel will use the revised PVU-C to calculate a revised PVU. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU.

(F) PVU Factor Verification

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

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.3 Obligations of the Customer (Cont'd.)

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2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

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

M - Material moved to Page 28