

SWITCHED ACCESS SERVICESCHECK SHEET

Current pages in this tariff are as follows:

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1*	3rd Revised	26*	1st Revised	54	Original
2	Original	26.1*	Original	55*	1st Revised
3	Original	27*	1st Revised	56*	1st Revised
4	Original	28	Original	57	2nd Revised
5	Original	29	Original	58	1st Revised
6*	1st Revised	30*	1st Revised	58.1*	Original
7*	2nd Revised	31	Original	58.2*	Original
8*	1st Revised	32	Original	58.3*	Original
9*	1st Revised	33	Original	59	Original
10	Original	34	Original		
11	Original	35*	1st Revised		
12	Original	36*	1st Revised		
13	Original	37	Original		
14	Original	38*	1st Revised		
15	Original	39*	1st Revised		
16	Original	40*	1st Revised		
17	Original	41	Original		
18*	1st Revised	42	Original		
19	Original	43	Original		
19.1	Original	44*	1st Revised		
19.2	Original	45*	1st Revised		
19.3	Original	46*	1st Revised		
20	Original	47	Original		
21*	1st Revised	48*	1st Revised		
21.1*	Original	49*	1st Revised		
21.2*	Original	50*	1st Revised		
21.3*	Original	50.1*	Original		
21.4*	Original	50.2*	Original		
21.5*	Original	50.3*	Original		
22*	1st Revised	51*	1st Revised		
23	Original	52*	2nd Revised		
24	Original	52.1*	Original		
25	Original	53*	2nd Revised		

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SWITCHED ACCESS SERVICES

SECTION 1 - DEFINITION OF TERMS

Certain terms used generally throughout this tariff for Communications Service of this Company are defined below.

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

Authorized User: A person, firm or corporation which is authorized by the Customer or Joint User to be connected to the service of the Customer or Joint User, respectively.

Bit: The smallest unit of information in the binary system of notation.

Commission: South Dakota Public Utilities Commission.

Company: Level 3 Communications, LLC, the issuer of this tariff.

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

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

End Office: The term "end office" denotes the switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

End User: A non-carrier customer of an intrastate telecommunications service. If a carrier uses telecommunications service for administrative purposes, it shall be deemed to be an End User.

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Individual Case Basis (ICB): A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

Interconnect Carrier: Any carrier that connects to Company's network for exchange of communications traffic.

Joint User: A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a Joint User arrangement as specified in the Company's tariff.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgement entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Major Service Interruption: An interruption of Customer service due to the Company's negligence or due to its noncompliance with the provisions of this tariff.

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SWITCHED ACCESS SERVICESSECTION 1 - DEFINITION OF TERMS (CONT'D)

PIU: Percent Interstate Usage

Premises: The space occupied by a Customer, Authorized User or Joint User in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

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

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or the tariffs of the Company, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date. In the case of Tandem Connect service ordered under option (2) of Section 12.1.1.2, the Service Commencement Date is the date on which the Customer first sends Switched Access Service traffic to the Company or accepts Switched Access Service traffic from the Company.

Service Order: A written request for Company Services that may be submitted by the Customer in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company will initiate the respective obligations of the parties as set forth herein, but the duration of the service is calculated from the Service Commencement Date.

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

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

Toll Free: The terms "Toll Free" or "Toll Free Service" refer to an inbound telecommunications service which permits calls to be completed to the customer's location without charge to the calling party. Access to the service is gained by dialing a ten-digit telephone number which terminates at the customer's location or a location designated by that customer. Toll Free Services typically originate via normal shared use facilities and are terminated via the customer's local exchange service access line.

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

Transmission: The sending of electrical or optical signals over a line to a destination.

User: A Customer, Joint User, or any other person authorized by a Customer to use service provided to the Customer under a Level 3 Communications, LLC tariff.

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SWITCHED ACCESS SERVICES

SECTION 2 - UNDERTAKING OF THE COMPANY

2.1 General

2.1.1 The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.

2.1.2 Customers and Users may use services and facilities provided under the tariffs of the Company to obtain access to services offered by other companies. The Company is responsible for the services and facilities provided under its tariffs, and for its unregulated services provided pursuant to contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate such entity's own services, or to communicate with such entity's own customers.

2.1.3 The Company shall have no responsibility with respect to billings, charges or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional or long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

2.2 Description of Service

Level 3 Communications, LLC Service consists of any of the business services offered pursuant to this tariff, either individually or in combination. Each business service is offered independent of the others, unless otherwise noted. Service is offered via the Company's facilities or in combination with transmission facilities provided by other certificated carriers.

2.3 Application for Service

Unless otherwise specified herein, Customers desiring to obtain Level 3 Communications, LLC Service must complete the Company's standard service order form(s).

2.4 Shortage of Equipment or Facilities

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

2.4.2 The furnishing of service under the tariffs of the Company is subject to the availability on a continuing basis of all the necessary facilities and is limited to the reasonable capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.4.3 If the Company receives a request for a service offered under this Tariff that cannot be fulfilled due to a lack or shortage of facilities, the Company may agree with the entity requesting the service to undertake to construct or obtain the necessary facilities, in accordance with the terms of Section 11 of this Tariff.

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SWITCHED ACCESS SERVICESSECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)2.5 Terms and Conditions

- 2.5.1 Except for Third Party Tandem Connect service, as defined in Section 14.2.3.3, Service shall be provided on the basis of a minimum period of at least one (1) month. [C]
- 2.5.2 Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in the tariffs of the Company. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.5.3 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. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and the tariffs of the Company prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- 2.5.4 In any action between the parties to enforce any provision of the tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- 2.5.5 The tariffs of the Company shall be interpreted and governed by the laws of the State of South Dakota without regard for its choice of laws provision.

2.6 Liability of the Company

- 2.6.1 The liability of the Company shall be determined in accordance with SDCL 49-13-1, 49-13-1.1 and any other applicable law. Any person complaining of anything done or omitted by any telecommunications company or motor carrier subject to the provisions of this title in contravention of the provisions thereof, may apply to the commission for relief. No complaint may at any time be dismissed because of the absence of direct damage to the complainant or petitioner. The commission may make rules of practice prescribing the form and procedure for complaints in accordance with chapter 1-26.

Any person claiming to be damaged by any telecommunications company or motor carrier may either make complaint to the commission or may bring suit on his own behalf for the recovery of damages in any court of competent jurisdiction in this state, but no person may pursue both remedies at the same time

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SECTION 3 – OBLIGATIONS OF THE CUSTOMER (CONT'D)

3.4.1 Originating Access: Originating access minutes may be based on traffic originating at the State, LATA or local Switching Center level, provided that the traffic being measured is only traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis as specified below. Originating access minutes will be measured as follows, based on type of access:

3.4.1.1 For Feature group D Switched Access Services, as defined in Section 14.2.1, where the Company can determine jurisdiction by its call detail, the projected PIU will be developed by the Company on a quarterly basis by dividing the measured interstate originating minutes by the total originating access minutes.

3.4.1.2 For Feature Group D with 950 Access as defined in Section 14.2.1, the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of originating access minutes.

3.4.1.3 For 500, 700, Toll Free 8YY, calling card and operator service access, the Customer must provide the Company with a projected PIU factor for each type of access. The Customer who provides a PIU factor shall supply the Company with an interstate percentage of originating access minutes. The PIU factor will be used to determine the jurisdiction for billing purposes of 500, 700, Toll Free 8YY, calling card and operator service access. Originating Access charges will not apply to a Toll Free call that utilizes Toll Free Inter-Exchange Delivery Service as described in Section 14.2.8(B). [T]
[N]
[N]

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

3.4.2 Terminating Access: For Feature Group D Switched Access Services, the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Section 3.4.4 below. If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis at the same percentage as the originating PIU.

3.4.3 Except where the Company measured access minutes are used as set forth in 3.4.1 above, the Customer reported projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below. The revised report will serve as the basis for future billing and will be effective on the next bill date.

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SWITCHED ACCESS SERVICES

SECTION 4 – PAYMENT ARRANGEMENTS (CONT'D)

4.2.8 Although it is the intent of the Company to submit timely statements of charges, failure by the Company to do so in a timely manner shall not constitute a breach of the Company’s obligations under this tariff or a waiver of the Company’s right to payment of the incurred charges, and, except for the assertion by the Customer that the Company’s right to payment is barred by an applicable statute of limitations, the Customer shall not be entitled to dispute the Company’s bill(s) based on the Company’s failure to submit them in a timely fashion.

[D] [N]

[D] [N]

4.2.9 Switched Access Services Provided By More Than One Local Exchange Carrier

[N]

4.2.9.1 General.

When Switched Transport service is provided by more than one Local Exchange Carrier, the carriers involved will mutually agree upon one of the billing methods below. The Multiple Bill Option will be used unless the Company specifies otherwise in writing. The Customer will place the ASR as specified in Section 12 of this Tariff.

4.2.9.2 Meet Point Billing.

Meet Point Billing is required when an access service is provided by multiple Local Exchange Carriers for FGB or FGD Switched Access services.

There are two Meet Point Billing Options – Single Bill and Multiple Bill. The Company shall notify the Customer of: (a) the Meet Point Billing Option that will be used; (b) the Local Exchange Carrier(s) that will render the bill(s); (c) the Local Exchange Carrier(s) to whom payment(s) should be remitted, and (d) the Local Exchange Carrier(s) that will provide the bill inquiry function.

The Company shall provide such notification at the time that an ASR is placed requesting access service. Additionally, the Company shall provide this notice in writing 30 days in advance of any change

[N]

SWITCHED ACCESS SERVICES

SECTION 4 – PAYMENT ARRANGEMENTS (CONT'D)

4.2.9.2.1. Single Bill Option.

[N]

The Single Bill Option allows the Customer to receive one bill from one Local Exchange Carrier or its billing agent for access services.

The Local Exchange Carrier(s) that renders the bill to the Customer may provide to the Customer, cross references to the other Local Exchange Carrier(s) service and/or the common circuit identifiers based upon industry standards as contained in the Multiple Exchange Carrier Access Billing (MECAB) Guidelines. Should a billing dispute arise, the terms and conditions of the Billing Company(s) will apply.

For usage rated access services the access minutes of use will be compiled by the Initial Billing Company and used by the Initial Billing Company and any subsequent Billing Company(s) for the development of access charges.

(x) The Initial Billing Company for FGB and FGD Switched Access services is normally the end user's serving office and for WATS usage the Initial Billing Company is normally the WATS serving office. When the Initial Billing Company is other than the normally designated Local Exchange Carrier, the Local Exchange Carrier will notify the Customer.

(y) The Subsequent Billing Company(s) is any Local Exchange Carrier(s) in whose territory a segment of the Switched Transport Facility is provided and/or where the customer designated location is located.

The Single Bill option provides three billing alternatives, Single Bill/Single Tariff, Single Bill/Pass-Through Billing and Single Bill/Multiple Tariff which are described following:

4.2.9.2.1.1 Single Bill/Single Tariff.

Each Local Exchange Carrier will receive an ASR or a copy of the ASR from the Customer as specified in Section 12 of this Tariff and arrange to provide the service. The Initial Billing Company will: (a) determine the applicable charges and bill in accordance with its tariff; (b) include all recurring and nonrecurring rates and charges of its tariff; and (c) forward the bill to the Customer.

The Customer will remit the payment to the Initial Billing Company.

[N]

SWITCHED ACCESS SERVICES

SECTION 4 – PAYMENT ARRANGEMENTS (CONT'D)

4.2.9.2.1.2 Single Bill/Pass-Through Billing.

[N]

Each Local Exchange Carrier will receive an ASR or a copy of the ASR from the Customer as specified in Section 12 of this Tariff and arrange to provide the service. Each Local Exchange Carrier will: (a) determine its portion of Switched Transport as in Section 4.2.9.2.3; (b) determine the applicable charges and bill in accordance with its tariff; (c) include all recurring and nonrecurring rates and charges of its tariff; and (d) forward the bill to the Initial Billing Company for meet point billed access services. The Initial Billing Company will: (w) apply usage data, when needed, to the bill and calculate the charges; (x) identify each involved Local Exchange Carrier's charges separately on the bill; (y) combine all the bills of the involved Local Exchange Carriers of a meet point billed access service into one access bill; (z) forward the bill to the Customer; and (q) advise the Customer how to remit the payment, either directly to each Local Exchange Carrier involved in the provision of this meet point billed service; or, as a single payment made to the Initial Billing Company. If payments are to be sent directly to the Initial Billing Company, the Subsequent Billing Company(s) will provide the Customer with written authorization for the payment arrangement.

4.2.9.2.1.3 Single Bill/Multiple Tariff.

Each Local Exchange Carrier will receive an ASR or a copy of the ASR from the Customer as specified in Section 12 of this Tariff and arrange to provide the service. The Initial Billing Company will: (a) determine each Local Exchange Carrier's portion of switched transport as set forth in Section 4.2.9.2.3; (b) determine the applicable charges and bill in accordance with each Local Exchange Carrier's tariff; (c) include all recurring and nonrecurring charges for each involved Local Exchange Carrier; (d) identify each involved Local Exchange Carrier's charges separately on the bill; (e) forward the bill to the Customer; and (f) advise the Customer how to remit the payment, either directly to each Local Exchange Carrier involved in the provision of this meet point billed service; or, as a single payment made to the Initial Billing Company. If payments are to be sent directly to the Initial Billing Company, the Subsequent Billing Company(s) will provide the Customer with written authorization for the payment arrangement

[N]

SWITCHED ACCESS SERVICESSECTION 4 – PAYMENT ARRANGEMENTS (CONT'D)

4.2.9.2.2 Multiple Bill Option.

The Multiple Bill option allows all Local Exchange Carriers providing service to bill the Customer for their portion of a jointly provided access service. Each Local Exchange Carrier will: (a) determine its portion of the Switched Transport as set forth in Section 4.2.9.2.3; (b) determine the applicable charges and bill in accordance with its tariff; (c) include all recurring and nonrecurring rates and charges of its tariff; and (d) forward the bill to the Customer. In cases where the Company provides tandem switching and transport functions, the Local Exchange Carrier that provides end office and related functions may choose to bear the Company's charges in connection with switched access services provided jointly by the Company and such other Local Exchange Carrier. Where the other Local Exchange Carrier so chooses, the Company will bill such other Local Exchange Carrier for its services, and the other Local Exchange Carrier shall render appropriate bills for its services to the Customer in accordance with its own tariffs.

The Customer will remit the payments directly to each Local Exchange Carrier.

4.2.9.2.3 Meet Point Billing Mileage Calculation.

Each Local Exchange Carrier's portion of the Switched Transport mileage will be determined as follows:

4.2.9.2.3.1 For Switched Access Tandem-Switched Transport Services, determine the appropriate Tandem-Switched Transport - Facility total miles by computing the number of miles from the access tandem to the relevant serving wire center (i.e., end user serving wire center, or WATS Serving Office), using the V&H method as set forth in the NECA Tariff FCC No. 4. For Switched Access Direct-Trunked Transport determine the appropriate Direct-Trunked Transport total miles by computing the number of miles between the relevant serving wire centers involved (i.e., customer designated location serving wire center, Hub Wire Center, WATS Serving Office, end office, or access tandem) using the V&H method as set forth in the NECA Tariff FCC No. 4. Where the calculated miles include a fraction, the value is rounded up to the next full mile.

Notwithstanding the foregoing, the total mileage from a Company tandem to a subtending end office shall be capped at ten (10) miles irrespective of actual airline miles.

4.2.9.2.3.2 Determine the billing percentage (BP), as set forth in the NECA Tariff FCC No. 4. This represents the portion of the Service provided by each Local Exchange Carrier.

4.2.9.2.3.3 For Switched Access Tandem-Switched Transport; (a) multiply the number of access minutes of use times the number of airline miles as set forth in Section 4.2.9.2.3.1, times the BP of each Local Exchange Carrier as set forth in Section 4.2.9.2.3.2, times the Tandem-Switched Transport - Facility rate; (b) multiply the Tandem-Switched Transport - Termination rate times the number of access minutes times the quantity of terminations.

Example of Billing Percentage (BP) Method Using the Multiple Bill Option:

The Tandem-Switched Transport - Facility between Office X and Office Y is jointly provided by telephone companies A and B. The following example reflects the rate for Local Exchange Carrier A. Rates for Local Exchange Carrier B would appear in its appropriate Access Tariff.

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SWITCHED ACCESS SERVICES

SECTION 4 – PAYMENT ARRANGEMENTS (CONT'D)

4.2.9.2.3.4 For Switched Access Tandem-Switched Transport; (a) multiply the number of access minutes of use times the number of airline miles as set forth in Section 4.2.9.2.3.1, times the BP of each Local Exchange Carrier as set forth in Section 4.2.9.2.3.2, times the Tandem-Switched Transport - Facility rate; (b) multiply the Tandem-Switched Transport - Termination rate times the number of access minutes times the quantity of terminations.

[N]

Example of Billing Percentage (BP) Method Using the Multiple Bill Option:

The Tandem-Switched Transport - Facility between Office X and Office Y is jointly provided by telephone companies A and B. The following example Airline miles from Local Exchange Carrier A (office X) to Local Exchange Carrier B (office Y) = 10 airline miles as set forth in NECA Tariff FCC No. 4.

4.2.9.2.3.5 Billing Percentage for each Local Exchange Carrier (from NECA Tariff FCC No. 4).

Local Exchange Carrier A = 40%

Local Exchange Carrier B = 60%

4.2.9.2.4 Access Minutes for Local Exchange Carrier A = 9000.

4.2.9.2.5 Tandem-Switched Transport - Facility rate for Local Exchange Carrier A = SWT FAC

4.2.9.2.6 Tandem-Switched Transport - Termination Rate = SWT TERM

NOTE: The Tandem-Switched Transport - Termination rate does not apply in situations where there is an intermediate, non-terminating Local Exchange Carrier involved in the provision of the Switched Transport Facility.

Formula:

Access Minutes (AM) x Airline Miles (ALM) x Billing Percentage (BP) x Tandem-Switched Transport Facility Rate (SWT FAC) + [Tandem-Switched Transport - Termination Rate (SWT TERM) x Access Minutes (AM) x Quantity of Terminations (TERMS)] = Total

Calculation:

Local Exchange Carrier A

AM ALM BP SWT FAC SWT TERM AM TERMS

9,000 x 10 x .40 x SWT FAC + [SWT TERM x 9,000 x TERMS]=TOTAL

[N]

SWITCHED ACCESS SERVICESSECTION 4 – PAYMENT ARRANGEMENTS (CONT'D)

- 4.2.9.2.7 For Switched Access Direct-Trunked Transport, multiply the number of airline miles as in (1), times the BP for each Local Exchange Carrier as in (2), times the Direct-Trunked Transport Facility rate elements. For DS1 and DS3 Direct-Trunked Transport, multiply the Direct-Trunked Transport Termination rate times the number of terminations provided by the Local Exchange Carrier
- 4.2.9.3 All other appropriate recurring and nonrecurring charges in each Local Exchange Carrier's Access tariff are applicable.
- 4.2.9.4 Where the Tandem-Switched Transport - Facility is provided by more than one Local Exchange Carrier, the Tandem-Switched Transport - Termination rate applies for the termination at the Local Exchange Carrier end of the Tandem-Switched Transport (i.e., the first point of switching or the end office serving the end user). The Tandem-Switched Transport - Termination rate will not apply when the Local Exchange Carrier is the intermediate provider of the Switched Transport Facility.
- 4.2.9.5 The Interconnection Charge for Switched Transport, if any, shall be billed by the Local Exchange Carrier in whose territory the end office is located.
- 4.2.9.6 The Shared Trunk Port for Tandem-Switched Transport shall be billed by the Local Exchange Carrier in whose territory the end office is located.
- 4.2.9.7 For tandem routed trunks, the dedicated trunk port shall be billed by the Local Exchange Carrier owning the tandem. For end office direct routed trunks, the dedicated trunk port shall be billed by the Local Exchange Carrier owning the end office on a single bill, single tariff or multiple bill, multiple tariff meet point billing arrangement.
- 4.2.10 The shared multiplexing charge will be assessed to the Interexchange Carrier/Customer by the Local Exchange Carrier owning the access tandem under the multiple bill, multiple tariff meet point billing option, and to the initial billing company, by the Local Exchange Carrier owning the access tandem, under the single bill, single tariff meet point billing option.

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SWITCHED ACCESS SERVICES

SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)

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[D]

4.3 Advance Payments

4.3.1 To safeguard its interests, the Company may require a Business Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and the first month's estimated recurring charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring 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 and may be required in addition to a deposit.

4.3.2 A customer whose service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due carrier and may be required to pay reconnect charges.

4.4 Deposits

4.4.1 The Company may, in order to safeguard its interests, require an applicant to make a suitable deposit to be held by the Company as a guarantee of the payment of charges.

4.4.2 A deposit will be required under the following conditions:

4.4.2.1 Applicant does not have verifiable credit with any Level 3 Communications, LLC affiliate anywhere within the region in the same or similar business; or

4.4.2.2 Applicant has had previous verifiable Service with any Level 3 Communications, LLC affiliate anywhere within the region but has an outstanding and unpaid bill for Service; or has not established satisfactory credit. Satisfactory credit for an Service customer is defined as twelve consecutive months of service without a suspension of service for nonpayment or with no more than one notification of intent to suspend service for nonpayment.

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SWITCHED ACCESS SERVICES

SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)

4.6.3 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 incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

4.6.4 The special charges described in paragraphs 4.6.1 through 4.6.3, above, will be calculated and applied on a case-by-case basis.

4.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

4.8 Taxes

The Customer is responsible for the payment of Federal excise taxes, gross receipts, access, state and local sales and use taxes and all taxes, fees, surcharges (however designated) and other exactions imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on corporations. Any taxes imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those customers residing in the affected jurisdictions. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in the tariffed rates. It should be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

4.9 Disputed Bills

The Customer may dispute a bill in good faith only by written notice to the Company. Unless such notice is received within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business), the bill statement shall be deemed to be correct and payable in full by Customer. Any Customer who has a dispute shall be advised by the Company that the Customer may file a formal or informal complaint with the Commission. Such claim must identify in detail the basis for the dispute, and if the Customer withholds disputed amounts, it must identify the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed to permit the Company to investigate the merits of the dispute.

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SWITCHED ACCESS SERVICESSECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)4.9 Disputed Bills (cont'd)

[N]

The date of the dispute shall be the date on which the Customer furnishes the Company the following account information:

- A clear explanation of the basis of the dispute, including what the Customer believes is incorrect (e.g., nonrecurring charge; mileage; circuit identification) and the reason why the Customer believes the bill is incorrect (e.g., monthly rate billed not same as in tariff; facility not ordered; service not received);
- The account number under which the bill was rendered;
- The date of the bill;
- The invoice number;
- The exact dollar amount in dispute;
- The universal service order code(s)(USOCs) and/or rate element associated with the service;
- Details sufficient to identify the specific amount(s) and item(s) in dispute;
- The name of the person initiating the Customer's dispute;
- Additional data as the Company reasonably requests from the Customer to resolve the dispute. The request for such additional information shall not affect the Customer's dispute date as set forth preceding.

The date of resolution is the date the Company completes the investigation and credits the Customer account or confirms the billing as accurate and denies the dispute.

In the event that a billing dispute concerning any charges billed to the Customer by the Company is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in 4.2.6 preceding.

[N]

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SWITCHED ACCESS SERVICESSECTION 5 - USE OF CUSTOMER'S SERVICE BY OTHERS5.1 Resale and Sharing

Any service provided under the Company tariffs may be resold to or shared with other persons at the option of Customer, except as provided in 5.3, following. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to the tariffs of the Company, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use. Business rates apply to all service that is resold or shared.

5.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services available for resale and sharing pursuant to the Company tariffs. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. Level 3 Communications, LLC will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each Joint User shall be responsible for the payment of the charges billed to it.

5.3 Transfers and Assignments

5.3.1 The Customer shall not, without prior written consent of the Company, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this tariff, and any attempt to make such as assignment, transfer, disposition without such consent shall be null and void. [C]

5.3.2 If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a Major Service Interruption, Customer agrees to pay to the Company the following sums, within 21 days of the effective date of the cancellation or termination and be payable under the terms set forth in Section 4.0, preceding: all costs, fees and expenses reasonably incurred in connection with: [C]

5.3.2.1 All Nonrecurring charges as specified in the Company's tariffs, plus

5.3.2.2 Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus

5.3.2.3 All Recurring Charges specified in the applicable Company tariff for the balance of the then current term.

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Broomfield, Colorado 80021

SWITCHED ACCESS SERVICESSECTION 8 - CUSTOMER EQUIPMENT AND CHANNELS8.1 General

A User may transmit any form of signal that is compatible with the Company's equipment, but except as otherwise specifically stated in its tariffs, the Company does not guarantee that its services will be suitable for any particular purpose.

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[D]

8.2 Station Equipment

8.2.1 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 User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.

8.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to the 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 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.

8.2.3 Customer provided station equipment may be attached to services provided under the tariffs of the Company subject to Part 68 of the FCC Rules and to any applicable provisions of the tariffs of the Company and is the sole responsibility of the Customer.

8.2.4 The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-provided equipment, or for misdirected calls, disconnects or other service problems caused by the use of Customer-owned equipment.

8.3 Interconnection of Facilities

8.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

8.3.2 Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and

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Broomfield, Colorado 80021

SWITCHED ACCESS SERVICESSECTION 11 - SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS11.1 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in the tariffs of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a telecommunications service not otherwise specified under a tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions. Special construction is that construction undertaken: [C]

11.1.1 where facilities are not presently available, and there is no other requirement for the facilities so constructed;

11.1.2 of a type other than that which the Company would normally utilize in the furnishing of its services;

11.1.3 over a route other than that which the Company would normally utilize in the furnishing of its services;

11.1.4 in a quantity greater than that which the Company would normally construct;

11.1.5 on an expedited basis;

11.1.6 on a temporary basis until permanent facilities are available;

11.1.7 involving abnormal costs; or

11.1.8 in advance of its normal construction.

11.2 Basis for Charges

Where the Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include, (1) nonrecurring type charges; (2) recurring type charges, (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

11.3 Basis for Cost Computation

The costs referred to in Section 11.2 preceding may include one or more of the following items to the extent they are applicable:

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Issued By: Vice President of Public Policy
Level 3 Communications, LLC
1025 Eldorado Boulevard
Broomfield, Colorado 80021

SWITCHED ACCESS SERVICESSECTION 11 - SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS (CONT'D)

- 11.3.1 installed costs of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installed costs include the cost of:
- 11.3.1.1 equipment and materials provided or used,
 - 11.3.1.2 engineering, labor and supervision,
 - 11.3.1.3 transportation,
 - 11.3.1.4 rights of way, and
 - 11.3.1.5 any other item chargeable to the capital account;
- 11.3.2 annual or monthly charges including the following: [C]
- 11.3.2.1 cost of maintenance;
 - 11.3.2.2 depreciation on the estimated installed cost of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
 - 11.3.2.3 administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
 - 11.3.2.4 any other identifiable costs related to the facilities provided; and
 - 11.3.2.5 an amount for return and contingencies.

11.4 Termination Liability

To the extent that there is no other requirement for use by the Company, the Customer may have a termination liability for facilities specially constructed at the request of the customer, if and only if such liability is clearly stated in a written agreement between the Company and the Customer.

- 11.4.1 The maximum termination liability is equal to the total cost of the special facility as determined under 11.3, preceding, adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided.
- 11.4.2 The maximum termination liability as determined in paragraph (1) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired

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Broomfield, Colorado 80021

SWITCHED ACCESS SERVICESSECTION 12 – ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE12.1 General

This section sets forth the regulations and related charges for ordering Switched Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

12.1.1 Ordering Conditions:

Except for Tandem Connect Service (as defined in Section 14.2.3.3), all services offered under this tariff will be ordered using an ASR.

12.1.1.1 ASR Orders. The format of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of Services of the same type and between the same Premises on a single ASR. All details for services for a particular order must be identical.

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

- a. Customer name and Premise(s) address(es);
- b. Billing name and address (when different from Customer name and address);
- c. Customer contact name(s) and telephone numbers for the following provisioning activities; order negotiating, order confirmation, interactive design, installation and billing.

The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date, at the time the Company gives the Customer a Firm Order Confirmation (FOC). The FOC is forwarded to the Customer within 2 business days after the date on which all information needed to process the ASR has been received by the Company.

12.1.1.2 Third-Party Tandem Connect Service Orders.

A Customer may order Third-Party Tandem Connect service (as defined in Section 14.2.3.3) either by (1) submitting an ASR as defined in Section 12.1.1.1 or (2) routing Switched Access Service traffic to the Company, or accepting such traffic from the Company, through the switch of another entity to which the Customer is connected (the “third-party tandem provider”). Where the Customer orders Third-Party Tandem Connect service via option (2), the Company may use information provided to the Company by the third-party tandem provider or information obtained from other sources to bill the Customer for the services provided.

[C]

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SWITCHED ACCESS SERVICESSECTION 12 - ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE (CONT'D)

12.1.2 Provision of Other Services

Unless otherwise specified herein, all services offered under this tariff shall be ordered with an ASR.

With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service. When added subsequently, charges for a Design Change as set forth in Section 14.1.3.2 will apply when an engineering review is required.

Additional Engineering is not an ordering option, but will be applied to an ASR when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will be provided by the Company at the request of the Customer only when a Customer requests additional technical information after the Company has already provided the technical information included on the Design Layout Report as set forth herein. The Customer will be notified when Additional Engineering is required, and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer does not want the service or facilities after being notified by the Company that Additional Engineering is required, the customer may cancel the order and no charges will apply.

12.2 Access Order

Unless otherwise specified herein, an ASR is required by the Company to provide a Customer Switched Access Service, as described herein. An ASR will be required for each new similar service arrangement or group of common circuits.

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

When placing an order for either Local Connect Service or Third-Party Tandem Connect Service (in those cases where such service is ordered via an ASR), as described in Sections 14.2.3.2 and 14.2.3.3, respectively, the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional service for an existing service type. For new Customers ordering Third-Party Tandem Connect Service by means of an ASR, the Customer will only be required to complete an ASR for installation of new service. [C]
[C]
[C]
[C]

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Broomfield, Colorado 80021

SWITCHED ACCESS SERVICESSECTION 12 - ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE (CONT'D)

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

- Standard Interval
- Negotiated Interval

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

12.2.1.1 Standard Interval: Except for Third-Party Tandem Connect Service [C]
ordered under option (2) of Section 12.1.1.2, the Standard Interval for Switched and Special Access Service will be 10 business days from the date the ASR is submitted to the Company. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer premises. Access Services provided under the Standard Interval will be installed during Company business hours. For Third-Party Tandem Connect [C]
Service ordered under option (2) of Section 12.1.1.2, the Standard Interval will be the same day as the service is ordered.

12.2.1.2 Negotiated Interval: The Company will negotiate a Service Date Interval with the Customer when:

- 1) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
- 2) There is no existing facility connecting the Customer Premises with the Company or
- 3) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order; or
- 4) The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has required. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date. All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

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Broomfield, Colorado 80021

SWITCHED ACCESS SERVICES

SECTION 12 – ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE (CONT'D)

12.2.4 Minimum Period of Service.

The minimum period for which Third-Party Tandem Connect Service is provided and for which charges are applicable is one month. [C]

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

- (1) A change in the identity of the Customer of record;
- (2) A move by the Customer to a different building;
- (3) A change in type of service;
- (4) A change in Switched Access Service Interface (i.e., DSL or DS3);
- (5) A change in Switched Access Service Traffic Type;

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

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

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

SWITCHED ACCESS SERVICESSECTION 13 – CARRIER COMMON LINE SERVICE

The Company will provide Carrier Common Line Access Service (Carrier Common Line Access) to customers in conjunction with Switched Access Service provided in Section 14 of this tariff. Carrier Common Line Access Service will not apply where the Company provides Toll Free Inter-Exchange Delivery Service. [N]
[N]
[N]

13.1 General Description

Carrier Common Line Access provides for the use of end users, Company provided common line by customers for access to such end users to furnish Communications Services.

13.2 Limitations

13.2.1 Exclusions

Neither a telephone number nor detail billing are provided with Carrier Common Line Access. Additionally, directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access.

13.2.2 Access Groups

All trunk side connections provided in the same access group will be limited to the same features and operating characteristics.

13.3 Undertaking of the Company

13.3.1 Provision of Service

Where the customer is provided Switched Access Service under other sections of this tariff, the Company will provide the use of Company common lines by a customer for access to end users at rates and charges as set forth in 15.1.3 following.

13.3.2 Interstate and Intrastate Use

The Switched Access Service provided by the Company includes the Switched Access Service provided for both interstate and intrastate communications. The Carrier Common Line Access rates and charges as set forth in 15.1.3.4.2 following apply to intrastate Switched Access Service access minutes when the Company provides common line service with other Switched Access Services. [N]
[N]

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SWITCHED ACCESS SERVICES

SECTION 13 – CARRIER COMMON LINE SERVICE (CONT'D)

13.4 Obligations of the Customer

13.4.1 Switched Access Service Requirements

The Switched Access Service associated with Carrier Common Line Access shall be ordered by the customer under other sections of this tariff.

[D]

[D]

13.5 Determination of Usage Subject to Carrier Common Line Access Charges

Except as set forth herein, all Switched Access Service provided to the customer will be subject to Carrier Common Line Access service.

13.5.1 Determination of Jurisdiction

When the customer reports interstate and intrastate use of Switched Access Service, the associated Carrier Common Line Access used by the customer for interstate will be determined as set forth in 3.4.1 (Percent Interstate Use – PIU).

13.6 Measuring and Recording of Call Detail

When access minutes are used to determine Carrier Common Line charges, they will be accumulated using call detail recorded by Company equipment. The Company measuring and recording equipment will be associated with end office or local tandem switching equipment and will record each originating and terminating access minute where answer supervision is received. The accumulated access minutes will be summed on a line by line basis, by line group or by end office, whichever type of account is used by the Company, for each customer and then rounded to the nearest minute.

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Broomfield, Colorado 80021

SWITCHED ACCESS SERVICES

SECTION 13 – CARRIER COMMON LINE SERVICE (CONT'D)

13.8 Determination of Charges (Cont'd)

D. The originating Access, per minute charge(s) apply to:

- all originating access minutes of use,
- all originating access minutes of use where the off-hook supervisory signaling is forwarded by the customer's equipment when the called party answers,
- less all originating access minutes of use associated with calls placed to 700, 800 and 900 numbers,
- less those originating access minutes of use associated with Mobile Telephone Switching Offices (MTSOs),
- plus all originating access minutes of use associated with calls placed to 700, 800 and 900 numbers for which the Customer furnishes for each month a report of either the number of calls or minutes or a report of the percent of calls or minutes that term mate in a Switched Access Service that is assessed Carrier Common Line charges, and for which a corresponding reduction in the number of terminating access minutes of use has been made as set forth in (C) preceding.

13.9 Supervision

Where a Company switch serves the end user, the Company shall provide the necessary on-hook and off-hook supervision.

[N]
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[N]

SWITCHED ACCESS SERVICES

SECTION 14 - SWITCHED ACCESS SERVICE

14.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a communications path between a Customer’s Premises and a service obtained by an End User from the Company or (if the Switched Access Service is provided by more than one local exchange carrier as provided in Section 4.2.9 of this Tariff) from another carrier whose network subtends the Company’s facilities. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User’s service to a Customer’s Premises, and to terminate calls from a Customer’s Premises to an End User’s service. [C]

Rates and charges are set forth in Section 15. The application of rates for Switched Access Service is described in Section 15.1.3.4.

14.2 Provision and Description of Switched Access Service Agreements

Switched Access Service is provided in the following service type:

14.2.1 Feature Group D (FGD) Access

FGD Access, which is available to all customers, is provisioned at the DSI level and provides trunk-side access to Company switches with an associated uniform 101-XXXX Access Code for Customer’s use in originating and terminating communications. FGD service will be provided with SS7 signaling. (Multi-Frequency In-Band signaling may also be available, for a separate charge established under Section 11 of this Tariff.) End Users of Customer’s service may also originate calls to certain FGD Access Customers without dialing the 101-XXXX Access Code if End User is presubscribed, as described herein. [C]

The Access Code for FGD switching is a uniform Access Code of the form 10XXXX. A single Access Code will be the assigned number of all FGD access provided to the Customer by the Company. No Access Code is required for calls to a customer over FGD Switched Access Service if the End User’s telephone exchange service is arranged for Presubscription to that Customer, as set forth herein

Where no Access Code is required, the number dialed by the Customer’s End User shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP), except for 00- dialed calls which are routed to the predesignated Customer. For international calls outside the NANP, a seven to twelve digit number maybe dialed. The form of the numbers dialed by the Customer’s End User is NXX-XXXX, 0 or 1 + NXX-XXXX, NPA + NXX-XXXX, 0 or 1 + NPA = NXX-XXXX, and when the local Switching Center is equipped for International Direct Distance Dialing (IDDD), O+ CC + NN or 011 + CC + NN.

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 1025 Eldorado Boulevard
 Broomfield, Colorado 80021

SWITCHED ACCESS SERVICESSECTION 14 - SWITCHED ACCESS SERVICE (CONT'D)

When the 10XXX Access Code is used, FGD switching also provides for dialing the digit 0 for access to the Customer's operator, 911 for access to the Company's emergency service, or the end-of-dialing digit (#) for cut-through access to the Customer's Premises.

In addition, End Users may originate calls by dialing the 950-XXXX Access Code specific to a particular Interexchange Carrier, provided that the Interexchange Carrier has subscribed to the Company's Feature Group D with 950 Access Common Switching Optional Feature. If the End User is presubscribed to that Interexchange Carrier, no Access Code is necessary.

14.2.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to order a sufficient number of trunks of each type in order to meet its desired grade of service objective. At the Customer's request, the Company will assist the Customer in sizing Switched Access Trunk groups.

14.2.3 Rate Categories

14.2.3.1 The following serving arrangements may apply to Switched Access Service, depending on which the Customer uses:

- A. Local Connect
- B. Tandem Connect
- C. Third-Party Tandem Connect

14.2.3.1.1 **Local Connect Switched Access Service.**

Local Connect Switched Access Service is service in which the End User is served by the Company, and the Customer connects with the Company at a point of interconnection located within the same local access and transport area in which the End User obtains its service from the Company. Unless the Customer chooses to provide its own facilities for connection, the Company will provide a connection (subject to the availability of facilities, as specified in Application of Tariff and Special Construction, above) between the Customer's Premises and the relevant Company switch in the same local access and transport area. This transmission path will be dedicated to the use of a single Customer. Customer may specify a DS3 or DS1 connection. Higher or lower data rates may be available on a Special Construction basis as provided in Section 11 of this Tariff.

Local Connect Switched Access Service is comprised of: (i) charges for Entrance Facilities/Direct Trunked Transport and DS1 Switch Ports (at the customer side of the end office switch); (ii) if applicable, a charge for multiplexing traffic from one data rate to another; (iii) a per-minute local switching charge; (iv) a per-minute carrier common line charge; and (v) where applicable, a toll-free database query charge (for outbound toll-free calls where Level 3 provides the query function). These charges are set out in Section 15 of this Tariff.

[C]

[C]

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SWITCHED ACCESS SERVICESSECTION 14 - SWITCHED ACCESS SERVICE (CONT'D)

14.2.3.1.2

Tandem Connect Switched Access Service

[N]

Tandem Connect Switched Access Service is service in which either (a) the End User is served by a third party whose network subtends the Company's network; and/or (b) the Customer physically connects with the Company at a point of interconnection located in a local access and transport area other than the one in which the End User obtains its service. Unless the Customer chooses to provide its own facilities for connection, the Company will provide a connection (subject to the availability of facilities, as specified in Application of Tariff and Section 11, above) between the Customer's Premises and a Company point of interconnection within the state of South Dakota. In determining the rate for an arrangement provided under Section 11, the Company will treat the distance component of any transport provided as capped at 10 miles. This transmission path will be dedicated to the use of a single Customer. Customer may specify a DS3 or DS1 connection. Higher or lower data rates may be available on a Special Construction basis as provided in Section 11 of this Tariff.

Access to Tandem Connect Switched Access Service is provided in the local access and transport areas in which the Company has tandem equipment. A connection from a Customer's network to any Company tandem location will provide connectivity to all Company end offices nationwide and all third-party End Offices that subtend any Company tandem, nationwide. The Company will provide Customers a list of its Tandem locations upon request, including a list of the Company and third-party End Offices that subtend each tandem.

Tandem Connect Switched Access Service is comprised of: (i) charges for Entrance Facilities/Direct Trunked Transport and DS1 Switch Ports (at the customer side of the tandem switch); (ii) if applicable, a charge for multiplexing traffic from one data rate to another; (iii) a per-minute tandem switching charge; and (iv) a per-minute tandem switched transport charge (capped at 10 miles of transport between the tandem switch and the end office switch); These charges are set out in Section 15 of this Tariff. These charges are in addition to any applicable end office charges from the Company, as set out in Section 14.2.3.1, or the third-party network whose end office subtends the Company's tandem, as the case may be. If a third party that subtends the Company's network serves the End User, then billing by the Company and the third party shall be as specified in 4.2.9 above.

Where a Customer obtains Tandem Connect Switched Access Service, calls to and from Company NPA-NXXs located in the same local access and transport area in which the Customer connects to the Company's network shall be rated as Local Connect Switched Access Service, irrespective of whether such service is separately ordered for such NPA-NXXs.

When a customer has established a connection to the Company's network in order to obtain Tandem Connect Switched Access Service, the customer may use the same connection facilities to deliver to the Company any switched access traffic (interstate or intrastate) bound for the Company from the customer. The rates applicable to the termination of all such traffic shall be determined by the traffic terms that apply to such traffic.

[N]

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SWITCHED ACCESS SERVICES

SECTION 14 - SWITCHED ACCESS SERVICE (CONT'D)

[N]

14.2.3.1.3 Third-Party Tandem Connect Switched Access Service is provided in conjunction with a third-party provider of tandem switching in cases where the Company's Switch serving the End User subtends such third-party tandem switch. Third Party Connect Switched Access Service consists of circuits from the point of interconnection with Customer's third-party tandem provider to the Company's End Office Switch. This Third Party Tandem Connect rate category is comprised of a Minutes of Use (MOU) based End-Office switching and tandem switched transport charges. Charges are computed in accordance with Section 4.2.9 preceding (Ordering, Rating, and Billing of Access Services Where More Than One Local Exchange Carrier is Involved). Subject to and as specified there, with Third Party Tandem Connect Switched Access Service, Customer will pay Company for End Office switching and port charges, and carrier common line charges, as set forth in Section 15 and, typically, an appropriate portion of transport mileage as set out in Section 15. Third-Party Tandem Connect Switched Access Service is available only with respect to (a) Company End Office switches that subtend a third party's tandem switch, and (b) on an incidental and transitional basis, Company End Offices that subtend a Company tandem, but where physical connections exist that permit the delivery of incidental traffic to the Company's End Office switch via the third party tandem switch.

The Company will provide, upon request, an identification of the tandem switch (Company or third party) that each of its End Offices subtends. The Company will also reflect the tandems that each of its End Offices subtends in the Local Exchange Routing Guide or successor industry document.

[N]

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 Broomfield, Colorado 80021

SWITCHED ACCESS SERVICESSECTION 14 – SWITCHED ACCESS SERVICE (CONT'D)14.2.3.2 **Entrance Facility/Direct Trunked Transport.**

[N]

Local Connect and Tandem Connect arrangements require the establishment of a connection between the Customer's premises and the relevant Company switch(es). Such connection is established using an Entrance Facility/Direct Trunked Transport arrangement as described in this section.

14.2.3.2.1 **Entrance Facility/Direct Trunked Transport.** An Entrance Facility/Direct Trunked Transport element provides the communication path for the sole use of the Customer between a Customer's Premises in a local access and transport area and a Telephone Company switch that is used to provide switched access services to the Customer. As described in Section 15 of this Tariff, the Entrance Facility/Direct Trunked Transport element consists of a fixed monthly charge and a charge per mile per month, with mileage measured from the Customer's Premises to the relevant Telephone Company switch. This arrangement is required whether the Customer's Premises and relevant Telephone Company switch are located in the same or different buildings (although where they are in the same building a zero mileage rate would apply). Where facilities are available at the time of a Customer order, the Company will provide the Entrance Facility/Direct Trunked Transport at the rates specified in Sections 15, following. Where facilities are not available at the time of a Customer order, the Customer may self-provision a connection from its Premises to the applicable Company point of interconnection, or the Company may provide the Entrance Facility on a Special Construction basis as specified in Section 11, preceding.

If a Customer has no Premises or facilities in the local access and transport area where a Company switch is located to which the Customer seeks to connect, the Company will arrange for transport from a mutually agreeable location in the local access and transport area where the Customer has Premises or facilities to the local access and transport area where the relevant Company switch is located. Due to the variability of possible arrangements affected by this provision, the rate(s) applicable to any such arrangement will be developed on an individual basis in accordance with the provisions of Section 11 of this Tariff. In determining the rate for an arrangement provided under Section 11, the Company will treat the distance component of any transport provided as capped at 10 miles.

14.2.3.2.2 **Multiplexing.** The Company's switches use DS1 ports. A Customer may choose to deliver traffic to or receive traffic from the Company at the DS3 level, in which case multiplexing charges will apply as set forth in Section 15, following.

14.2.3.2.3 **Switch Port.** An Entrance Facility/Direct Trunked Transport arrangement will terminate in one or more DS1 ports on the relevant Company switch. Charges for these ports will apply as set forth in Section 15, following.

[N]

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Broomfield, Colorado 80021

SWITCHED ACCESS SERVICES

SECTION 14 – SWITCHED ACCESS SERVICE (CONT'D)

[D]

[D]

14.2.4 Design Layout Report:

At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

14.2.5 Acceptance Testing:

At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tons slope, d.c. continuity and operational signaling.

14.2.6 Ordering Options and Conditions:

Switched Access Service is ordered under the Access Order provisions set forth in Section 12. Also included in that section are other charges which may be associated with ordering Switched Access Service.

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1025 Eldorado Boulevard
Broomfield, Colorado 80021

SWITCHED ACCESS SERVICESSECTION 14 – SWITCHED ACCESS SERVICE (CONT'D)

14.2.7 Competitive Pricing Arrangements:

Competitive pricing arrangements for Local Transport - Entrance Facilities and Local Transport-Direct Trunked Transport can be furnished to meet the communications needs of specific Customers on a case by case basis under individual contracts. Notice of the competitive pricing arrangement contracts, once executed, will be filed with Commission according to Commission rules.

14.2.8 Determination of Charges

- (A) Except as set forth in 14.2.8(B) below, and subject to Section 14.2.3 above, the Originating Access, per minute charge(s) apply to:
1. all Originating Access minutes of use, associated with calls placed to 700 numbers, Toll Free 8YY and 900 numbers for which the Customer furnishes service.
 2. all Originating Access minutes of use where the off-hook supervisory signaling is forwarded by the customer's equipment when the called party answers,
- (B) **Exception:** Subject to Section 14.2.3 above, the following are exempted from the application of the originating access charge elements of Carrier Common Line, Local End Office Switching, End Office Port, Switched Transport Usage, Tandem Switched Transport – Facility and Switched Termination.
1. all Originating Access minutes of use associated with calls placed to 700 numbers, Toll Free 8YY and 900 numbers, where such traffic utilizes the Toll Free Inter-Exchange Delivery Service in Section 14.2.9(B).
 2. all Originating Access minutes of use originating from a wireless carrier's Mobile Telephone Switching Offices (MTSOs), including any MTSO owned by the Company.

[N]

[N]

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SWITCHED ACCESS SERVICESSECTION 14 – SWITCHED ACCESS SERVICE (CONT'D)

14.2.9 Other Rate Categories

[T][L]

(A) Toll Free Data Base Access Service

Toll Free Data Base Access Service is a service offering that utilizes originating trunk side Switched Access Service to deliver Toll Free calls to the Company's Interexchange Carrier Customers. The service provides for the forwarding of end user dialed Toll Free calls to a Company Service Switching Point which will initiate a query to the database to perform the Customer identification and delivery function. The call is forwarded to the appropriate Interexchange Carrier Customer based on the dialed Toll Free number. Records exchange, rating, and billing for Toll Free Data Base Access Service is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB).

(1) Customer Identification Charge

The Toll Free Data Base Access Service Customer Identification Charge applies for the identification of the appropriate Interexchange Carrier Customer. The charge is assessed to the Customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of South Dakota. The per query Customer Identification Charge is set forth in Section 15.

(B) Toll Free Inter-Exchange Delivery Service

Toll Free Inter-Exchange Delivery Service is an access service in which the Company transports Toll Free traffic originated by a third party who is not an end user or other user of the Company's local exchange or exchange access service through its wire center to an Interexchange Carrier Customer. It provides for the use of the Tandem Switching, Tandem Termination, and Tandem Transport facilities of the Company. In a Toll Free Inter-Exchange Delivery Service call, the Company will not charge Carrier Common Line, Local End Office Switching, or End Office Port charges. The rates for Toll Free Inter-Exchange Delivery Service set forth in Section 15 are usage sensitive. Records exchange, rating, and billing for Toll Free Inter-Exchange Delivery Service is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB).

[L]

(C) Pay Telephone Compensation

[N]

When a Toll-Free number is dialed from a payphone and carried over the Company's facilities to an Interexchange Carrier Customer, the Interexchange Carrier Customer, or a successive carrier, may be responsible for compensating the Pay Telephone Service Provider ("PSP") in accordance with the rules prescribed by the Federal Communications Commission ("FCC"). If the Interexchange Carrier Customer is not capable of reporting and/or remitting Pay Telephone Compensation as prescribed by the FCC, it may contract with the Company to provide that service for an additional fee. Unless the Interexchange Carrier requests such service, no Pay Telephone Compensation charge will be assessed by the Company to the Interexchange Carrier.

[N]

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Broomfield, Colorado 80021

SWITCHED ACCESS SERVICES

SECTION 14 – SWITCHED ACCESS SERVICE (CONT’D)

14.3 Obligations of Company

In addition to the obligations of the Company set forth in other sections of this tariff. The Company has certain other obligations concerning the provision of Switched Access Service. These obligations are as follows:

14.3.1 Network Management

The Company will administer its Network to ensure the provision of acceptable service levels to all telecommunications users of the Company’s Network Services.

Service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company Network. Company reserves the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancel the completion of traffic), over any traffic carried over its Network, including that associated with a Customer’s Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. Customer will notify Company of anticipated peaked services as stated below. Based on the information provided Company will work cooperatively with Customer to determine the appropriate level of control. In the event that the protective controls applied by Company result in the complete loss of service by Customer, Customer will be granted a credit allowance for service interruption as set forth in Section 9.

When a Customer uses the Company’s facilities to offer services for which a substantial call volume or peaked service is expected during a short period of time, the Customer must notify the Company at least 24 hours in advance of each peak period. For events scheduled during weekends or holidays, the Company must be notified no later than 5:00 p.m. local time the prior business day. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the NPA NXX and line number(s) to be used. On the basis of the information provided, the Company may invoke network management controls if required to reduce the probability of excessive Network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer caused Network congestion which could result in discontinuance of service under Section 4.5.2.

14.3.2 Supervisory Signaling

In cases where the end user is served by a Company switch, the company’s equipment shall provide the necessary On-Hook, Off-Hook answer and disconnection supervision.

[N]
|
[N]

14.4 Obligations of the Customer

In addition to obligations specified elsewhere in this tariff, the Customer has certain specific obligations pertaining to the use of Switched Access Service, as follows:

14.4.1 Report Requirements:

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing Jurisdictional Reports as set forth in Section 3.4 preceding. Charges will be apportioned in accordance with those reports. The method for determining the intrastate charges is set forth therein (Section 3.4).

14.4.2 Reserved

[D]

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Broomfield, Colorado 80021

SWITCHED ACCESS SERVICESSECTION 15 – RATES AND CHARGES15.1 Rates for Switched Access Services

There are three types of rates and charges that apply to Switched Access Service. These are Monthly Recurring Charges, Usage Rates and Non-Recurring Charges.

Monthly Recurring Charges: Monthly Recurring Charges are flat rates for facilities that apply each month or fraction thereof that a specific rate element is provided.

Usage Rates: Usage Rates are rates that are applied on a per access minute or per query basis. Usage rates are accumulated over a monthly period.

Non-Recurring Charges: Non-Recurring Charges are one time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service).

- (a) **Installation of Service:** Non-Recurring Charges apply to each Switched Access Service installed. The charge is applied per line or trunk.

15.1.1 Application of Rates15.1.1.1 Local Connect:

The rates that apply for Local Connect Switched Access Service are: (i) charges for Entrance Facilities/Direct Trunked Transport (which, in the absence of a state tariffed rate for such Entrance Facilities/Direct Trunked Transport, shall be determined on a special assembly basis, as described in Section 14.2.3, preceding) and DS1 Switch Ports (at the customer side of the end office switch); (ii) if applicable, a charge for multiplexing traffic from one data rate to another; (iii) a per-minute local switching charge; (iv) a per-minute carrier common line charge; and (v) where applicable, a toll-free database query charge (for outbound toll-free calls where Level 3 provides the query function). These charges are set out in Section 15 of this Tariff. [C]

15.1.1.2 Tandem Connect:

The rates that apply for Tandem Connect Switched Access Service are: (i) charges for Entrance Facilities/Direct Trunked Transport (which, in the absence of a state tariffed rate for such Entrance Facilities/Direct Trunked Transport, shall be determined on a special assembly basis, as described in Section 14.2.3, preceding) and DS1 Switch Ports (at the customer side of the tandem switch); (ii) if applicable, a charge for multiplexing traffic from one data rate to another; (iii) a per-minute tandem switching charge; and (iv) a per-minute tandem switched transport charge (capped at 10 miles of transport between the tandem switch and the end office switch); These charges are set out in Section 15 of this Tariff. These charges are in addition to any applicable end office charges from the Company, as set out in Section 14, or the third-party network whose end office subtends the Company's tandem, as the case may be. If a third party that subtends the Company's network serves the End User, then billing by the Company and the third party shall be as specified in 4.2.9 above.

15.1.1.3 Third-Party Tandem Connect:

The rates that apply for Third-Party Tandem Connect service are: (i) a tandem switched transport rate, as set out in section 15, determined in accordance with Section 4.2.9 of this tariff; and (ii) all applicable end office rates, as specified in Section 15.1.1.1 above (but not including entrance facility, direct trunk transport, or multiplexing charges). [C]

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SWITCHED ACCESS SERVICES

SECTION 15 – RATES AND CHARGES (CONT'D)

15.1.2 Billing of Access Minutes:

[L]

When recording originating calls over FGD with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct Trunk groups associated with Local Connect Switched Access Service and with the receipt of an exit message by the switch for tandem Trunk groups associated with Tandem Connect Switched Access Service or Third-Party Tandem Connect Switched Access Service. The measurement of originating FGD usage ends when the entry switch receives or sends a release message, whichever occurs first.

[C]

[L]

For terminating calls over FGD with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the Customer's network. The Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of termination FGD call usage ends when the entry switch receives or sends a release message, whichever occurs first.

[C]

15.1.3 Rates and Charges

15.1.3.1 Service Implementation

A. Installation Charge – Per Trunk

	<u>Non-recurring Charge</u>
DS0-Voice Grade	\$99.00
DS1	\$482.00
DS3	\$528.00

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SWITCHED ACCESS SERVICESSECTION 15 – RATES AND CHARGES (CONT'D)**15.1.4 Application of rates for Local Connect Switched Access Service, Tandem Connect Switched Access Service, and Third-Party Tandem Connect Switched Access Service**

[N]

15.1.4.1 – Rates Applicable To Local Connect Service

15.1.4.1.1 Entrance Facility/Direct Trunked Transport

To obtain Local Connect Service, the Customer must obtain a connection from its Premises in a local access and transport area to the Company local switch to which the Customer seeks to connect. To obtain that connection the Customer must purchase a combination of Entrance Facilities, Direct Trunked Transport, and DS1 switch ports, as well as multiplexing, if applicable.

The Direct Trunked Transport rate shall be applied per DS1-level, DS-3 level, or higher-level connection (for states in which multiple data rate options are available), at the appropriate per-month and per-mile rate(s) specified in Section 15.1.3.4.4 of this tariff. The Per Mile amounts shall be charged monthly and shall be calculated based on the distance between the Customer's premises and the Company local switch to which the Customer seeks to connect, calculated in accordance with Section 10 of this Tariff.

15.1.4.1.2 Multiplexing

The Company's network normally requires traffic delivered to its switches at the DS1 level. If a Customer chooses to obtain mutliplexing/demultiplexing services to convert DS3 to DS1 level signaling, the Customer may obtain that service from the Company. The rates apply per minute of traffic multiplexed or demultiplexed. If multiplexing between other data rates is required, the Company may provide such services in accordance with the terms of Section 11, Special Construction.

[N]

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SWITCHED ACCESS SERVICESSECTION 15 – RATES AND CHARGES (CONT'D)

15.1.4.1.3 Switch Ports

For each DS1 port on the relevant Company local switch, the per-minute port charge shall apply to each originating and terminating minute of use.

15.1.4.1.4 Per-Minute End Office Rates

For each originating minute of use a Customer receives from a Company switch, the per-minute-of-use local switching charge stated in Section 15.1.3.4.1 shall apply. For each terminating minute of use a Customer send to a Company switch, the per-minute-of-use local switching charge stated in Section 15.1.3.4.1 shall apply. For each originating and each terminating minute of use, the per-minute-of-use port charges shall also apply as stated in Section 15.1.4.1.3., above.

15.1.4.1.5 Database Query Rates

To the extent that End Users originate toll free calls that are routed via Local Connect Service, the Company shall impose the charges stated is Section 15.1.3.4.5, above.

15.1.4.2 – Rates Applicable To Tandem Connect Service

15.1.4.2.1 Entrance Facility/Direct Trunked Transport

To obtain Tandem Connect Service, the Customer must obtain a connection from its Premises to a Company tandem switch. To obtain that connection the Customer must purchase a combination of Entrance Facilities, Direct Trunked Transport, and DS1 switch ports, as well as multiplexing, if applicable, subject to Section 15.1.1, preceding. The Company will provide a Customer with a list of its tandem switch locations upon request, including a list of the Company and third-party End Offices that subtend each tandem.

Subject to Section 15.1.1, preceding, The Direct Trunked Transport rate shall be applied per DS1-level, DS-3 level, or higher-level connection (for states in which multiple data rate options are available), at the appropriate per-month and per-mile rate(s) specified in Section 15 of this tariff. The Per Mile amounts shall be charged monthly and shall be calculated based on the distance between the Customer's premises and the Company tandem switch to which the Customer seeks to connect, calculated in accordance with Section 10 of this Tariff.

15.1.4.2.2 Multiplexing

The Company's network normally requires traffic delivered to its switches at the DS1 level. If a Customer chooses to obtain mutliplexing/demultiplexing services to convert DS3 to DS1 level signaling, the Customer may obtain that service from the Company. The rates apply per minute of traffic multiplexed or demultiplexed. If multiplexing between other data rates is required, the Company may provide such services in accordance with the terms of Section 11, Special Construction.

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[N]

[N]

SWITCHED ACCESS SERVICESSECTION 15 – RATES AND CHARGES (CONT'D)

15.1.4.2.3 Switch Ports

[N]

For each DS1 port on the Company tandem switch, the per-minute port charge shall apply to each originating and terminating minute of use.

15.1.4.2.4 Per-Minute Tandem Switched Transport Rates

For each minute of use (originating or terminating) a Customer transmits to or receives from a Company tandem switch, the per-minute-of-use (including per-minute-per-mile) rates specified in Section 15.1.3.4.3 shall apply, except as specified below:

- The charges specified in Section 15.1.3.4.3 shall not apply to any traffic bound for a Company end office switch located in the same local access and transport area as the company tandem switch to which the Customer is connected.
- For Company or third party end office switches located in a local access and transport area different from the one where the Company tandem switch is located, the “rates per access minute per mile” shall be calculated using mileage calculated in accordance with Section 10, but with mileage capped at ten (10) miles of transport.

15.1.4.2.5 Per-Minute End Office Rates

For each originating minute of use a Customer receives from a Company switch, the per-minute-of-use local switching charge stated in Section 15.1.3.4.1 shall apply. For each terminating minute of use a Customer send to a Company switch, the per-minute-of-use local switching charge stated in Section 15.1.3.4.1 shall apply. For each originating and each terminating minute of use, the per-minute-of-use port charges shall also apply as stated in Section 15.1.4.2.3., above.

15.1.4.2.6 Database Query Rates

To the extent that End Users originate toll free calls that are routed via Local Connect Service, the Company shall impose the charges stated in Section 15.1.3.5, above.

15.1.4.3 Third-Party Tandem Connect:

The rates that apply for Third-Party Tandem Connect service are: (i) a tandem switched transport rate, as set out in section 15.1.3.4.3, determined in accordance with Section 4.2.9 of this tariff; and (ii) all applicable end office rates, as specified in Section 15.1.3.4.1, 15.1.3.4.2, and/or 15.1.3.4. above (but not including entrance facility, direct trunk transport, or multiplexing charges).

Charges in addition to those noted above may apply in accordance with this tariff for other services and functions provided to the Customer, including, without limitation, non-recurring charges, order processing charges, and special construction charges. In addition, as provided in this tariff, if the Company does not have facilities available to meet a Customer’s specific request for service, the Company may provide such services on a special construction basis, in accordance with Section 11 of this tariff.

[N]

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