

**REGULATIONS AND  
SCHEDULE OF INTRASTATE CHARGES  
GOVERNING THE PROVISION OF SWITCHED ACCESS SERVICES  
FOR CONNECTION TO COMMUNICATIONS FACILITIES WITHIN  
THE STATE OF SOUTH DAKOTA**

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**TARIFF FORMAT**

**Sheet Numbering** Sheet numbers appear in the upper right hand corner of the sheets. Sheets are numbered sequentially. From time to time new sheets may be added to the Tariff. When a new sheet is added between existing sheets, a decimal is added to the preceding sheet number. For example, a new sheet added between sheets 5 and 6 would be numbered 5.1.

**Sheet Revision Numbers** Revision numbers also appear in the upper right corner of sheets. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4<sup>th</sup> Revised Sheet No. 24 cancels the 3<sup>rd</sup> Revised Sheet No. 24.

**Paragraph Numbering Sequence** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level, as shown by the following example:

2  
2.1  
2.1.1  
2.1.1(A)  
2.1.1(A)(1)  
2.1.1(A)(1)(a)  
2.1.1(A)(1)(a)(1)

**TARIFF FORMAT (Cont'd)**

Explanation of symbols

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

- (C) To signify a change in text due to a changed regulation, term, or condition, which does not affect rates.
- (D) To signify discontinued regulation term, or condition service or deleted material.
- (I) To signify a rate increase.
- (M) To signify a move in material from or to another part of the Tariff without any changes.
- (N) To signify a new product, rate or material.
- (R) To signify a rate reduction.
- (T) To signify a change in text, but no change in a rate, charge, term or condition of the Tariff.

**APPLICATION OF TARIFF**

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the Intrastate Switched Access Services provided by Common Point to Customers within the state of South Dakota.

**SECTION 1.0 DEFINITIONS**

For the purpose of this Tariff, the following definitions will apply:

**Access Code** - Denotes a uniform code assigned by the Company to an individual Customer.

**Access Tandem** - A switching system that provides traffic concentration and distribution function for originating and terminating traffic as an intermediate carrier between other switching facilities that originate or terminate calls to or from an End User.

**Advance Payment** - Payment required before the start of service.

**Central Office** - A local exchange carrier company switching system where exchange service station loops are terminated for purposes of interconnection to each other and to trunks.

**Commercial Mobile Radio Service ("CMRS")** - Cellular and PCS service that originates or terminates on a wireless handset and has calls routed through a Mobile Telephone Switching Office ("MTSO").

**Common Carrier** - Denotes any certificated individual, partnership, association, joint - stock company, trust, governmental entity or corporation engaged for hire in intrastate communication by wire or radio, between two or more exchanges.

**Commission** -The South Dakota Public Utilities Commission

**Company or Common Point** - Common Point LLC, the issuer of this Tariff.

**Company Facilities** - Company Facilities include facilities owned and operated by the Company and may also include facilities owned and operated by other telecommunications carriers which are under contract for the Company's exclusive use.

**Customer** - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

**End User** - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this Tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid for by another Customer.

**Exchange Telephone Company** - Denotes any individual, partnership, association, joint-stock company, trust, or corporation engaged in providing switched communication within an exchange. For purposes of this Tariff, an Exchange Telephone Company includes a Specialized Mobile Radio Service provider or a certificated local exchange carrier ("LEC") that may or may not be legally affiliated with Common Point.

**Intrastate Switched Access Service** - Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an End User's premises for originating and terminating intrastate long distance calls.

**LATA** - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No.

**SECTION 1.0 DEFINITIONS (CONT'D)**

82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

**Local Switching** - Involves the Common Point network system to permit an End User to make or receive calls that require local exchange access. With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "local switching" for purposes of this Tariff shall be the point of interconnection associated with an NPA-NXX code. Common Point Switching may also include a switch port leased by Common Point from another LEC through a commercial or interconnection agreement.

**Recurring Charges** - The monthly or other periodic, except annual, charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

**Service Commencement Date** - The first day following the date on which the Company notifies the Customer that the requested service 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 and this Tariff, 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.

**Service Order** - The written or telephonic request for services executed by the Customer and the Company in the format devised by the Company. The signing of an Order by the Customer, and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the service is calculated from the Service Commencement Date.

**Serving Wire Center** - The wire center from which the Customer designated premises would normally obtain dial tone from the Company.

**Switched Access Minutes** - For the purpose of calculating chargeable usage, the term "access minutes" denotes Customer usage of exchange facilities in the provision of long distance intrastate service.

**Switched Access Services** - The Company's intrastate switched access services offered pursuant to this Tariff.

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

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

**User** - A Customer or any other person authorized by the Customer to use service provided under this Tariff.

**Wire Center** - A building in which one or more Local Switches, used for the provision of Exchange Services, are located.

**SECTION 2.0 RULES AND REGULATIONS****2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish switched access services in accordance with the terms and conditions set forth in this Tariff.

**2.1.2 Shortage of Equipment or Facilities**

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

**2.1.3 Terms and Conditions**

- (A) Service is provided on the basis of a minimum period of at least one (1) month, twenty-four (24) hours per day. For the purpose of computing charges in this Tariff, a month is considered to have thirty (30) days.
- (B) 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 this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) In any action between the parties to enforce any provision of this Tariff, 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.

**2.1.4 Limitations on Liability**

- (A) Except as otherwise determined by applicable law, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any omissions or negligence of the Company's employees or agents.



**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd.)****2.1.4 Limitations on Liability (Cont'd.)**

- (B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; or unavailability of rights-of-way materials.
- (C) Except as otherwise required by the Commission's rules, the Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's Customer's facilities or equipment used for interconnection with Network Services; or (b) for the acts or omissions of other telecommunications carriers involved in providing services under this Tariff.
- (D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of equipment or facilities provided by the Customer or the Customer's supplier.
- (E) The Company does not guarantee nor make any warranty with respect to installations provided for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4 (E) as a condition precedent to such installations.
- (F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees.

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)**

**2.1 Undertaking of the Company (Cont'd.)**

**2.1.4 Limitations on Liability (Cont'd.)**

- (G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- (H) Except as required by the Commission's rules, the entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services in the month in which the event giving rise to the liability occurred.
- (I) The Company makes no warranties or representations, express or implied whether in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd.)****2.1.5 Claims**

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims or libel, slander, or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or End User of the Customer relating to the use of the Company's services or facilities.

**2.1.6 Provision of Equipment and Facilities**

- (A) Except as otherwise indicated, Customer-provided station equipment at the Customer's premises for use in conjunction with the service provided hereunder shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of services under this Tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
  - (1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, or
  - (2) the reception of signals by Customer-provided equipment; or
  - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

**2.1.7 Ownership of Facilities**

- (A) Title to all facilities provided in accordance with this Tariff remains in the Company, its agents, contractors or suppliers.

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.1 Undertaking of the Company (Cont'd.)****2.1.8 Individual Case Basis ("ICB") Arrangements**

- (A) Common Point may enter into an agreement with an interexchange carrier that contains unique terms and conditions, rates and charges for intrastate access services.

**2.2 Prohibited Uses**

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the South Dakota Commission's regulations, policies, orders, and decisions.
- 2.2.3** The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- 2.2.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated switched access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.3 Obligations of the Customer****2.3.1 Liability of the Customer**

The Customer will be liable for damages to the facilities of the Company caused by negligence or willful acts of its offices, employees, agents or contractors of the Customer where such negligence is not the direct result of the Company's negligence.

**2.3.2 Jurisdictional Report Requirements**

- (A) The Company, where jurisdiction can be determined from the call detail, will determine the percentage of interstate usage ("PIU") as follows. For either originating or terminating switched access minutes, the PIU will be developed on a monthly basis by local switch when the Feature Group D Switched Access Service access minutes for those types of calls(i.e. either originating or terminating) are measured by dividing the measuring interstate access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total access minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes or originated 8XX access minutes, the Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the Feature Group D terminating and originating 8XX by state for all minutes that originate or terminate with an End User.

Should the Customer not supply a projected 8XX originating and terminating PIU factor for Feature Group D switched access, the Company will apply a default PIU factor of fifty percent (50%) and assess the remaining minutes/facilities under the terms of the applicable state switched access tariff or written agreement between the Customer and Company. The PIU factor will be used by Company to determine interstate and intrastate rates and charges where Company cannot itself determine the jurisdiction of the call transiting its network. For purposes of developing the projected interstate percentage, the Customer shall utilize the same considerations as those set forth in Section 2.3.2 (B) following.

The Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 ( $100 - \text{projected interstate percentage} = \text{intrastate percentage}$ ) as the projected intrastate percentage of use.

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.3 Obligations of the Customer (Cont'd.)****2.3.2 Jurisdictional Report Requirements (Cont'd.)**

- (B) For purposes of developing the projected PIU, the Customer shall consider every call that enters the Customer's network at the point within the same state as the state where the called station is located to be intrastate and every call that enters the Customer's network at a point in a state different from the state in which the called station is located to be interstate.
- (C) These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.
- (D) The projected interstate percentage of use will be used to determine the charges as follows:

The number of access minutes by local switch will be multiplied by the projected interstate percentage of use to determine the interstate access minutes (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes - interstate access minutes = intrastate access minutes). The intrastate access minutes for the group will be billed as set forth in the following sections.

- (E) Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than twenty (20) calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three (3) months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in Section 2.3.2 (A) preceding where jurisdiction can be determined from recorded message detail, the revised report will serve as the basis for the next three (3) months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume that fifty percent (50%) of the traffic is intrastate.

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.3 Obligations of the Customer (Cont'd.)****2.3.2 Jurisdictional Report Requirements (Cont'd.)**

- (F) The Customer reported projected interstate percentage of use as set forth in Section 2.3.2 (A) preceding will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Groups B or D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in Section 2.3.2 (A) preceding. Where call detail is insufficient to make such a determination, the Customer will be requested to project an interstate percentage of use to be used by the Company for such apportionment.
- (G) The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within thirty (30) calendar days of the Company request. Once the request is received, the Customer will have thirty (30) days to supply or otherwise make available data to the Company. If the Customer does not provide the requested data, Company shall apply the fifty percent (50%) default PIU factor to Customer's traffic. If the audit shows a substantial deviation from the Customer's previously reported PIU for the audit period, Company may request call detail records on more than an annual basis from that Customer.

**2.3.3. Identification And Rating Of VoIP-PSTN Traffic****(A) Scope**

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

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.3 Obligations of the Customer (Cont'd.)****2.3.3. Identification And Rating Of VoIP-PSTN Traffic (Cont'd.)**

(2) This section ("Identification and Rating of VoIP-PSTN Traffic") will be applied to the billing of switched access charges to a customer that is a local exchange carrier only to the extent that the customer has also implemented billing of interstate access charges for Relevant VoIP-PSTN Traffic in accordance with the FCC Order.

(B) Rating of VoIP-PSTN Traffic

The Relevant VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to the Company's applicable tariffed interstate switched access rates as specified in Common Point LLC's FCC Tariff No. 1. As of January 1, 2012, the applicable tariffed interstate switched access rates can be found in Sections 3, 4, and 5. Common Point's FCC Tariff No. 1. If a customer would like assistance finding a current version of Common Point's FCC Tariff, the customer may contact the toll-free number listed on the title page of this South Dakota Public Utilities Commission Tariff.

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

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

(1) The customer will calculate and furnish to the Company a factor (the "PVU-C") representing the percentage of the total intrastate access MOU that the customer exchanges with the Company in the State, that (a) is sent to the Company by the customer and that originated in IP format; or (b) is received by the customer from the Company and terminated in IP format. This PVU-C shall be based on information such as the number of the customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

(2) The Company will, likewise, calculate a factor (the "PVU-CP") representing the percentage of the Company's total intrastate access MOU in the State that the Company originates or terminates on its network in IP format. This PVU-CP shall be based on information, such as the number of the Company's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.



**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.3 Obligations of the Customer (Cont'd.)****2.3.3. Identification And Rating Of VoIP-PSTN Traffic (Cont'd.)**

(3) The Company will use the PVU-C and PVU-CP factors to calculate a PVU factor that represents the percentage of total intrastate access MOU exchanged between a Company end user and the customer that is originated or terminated in IP format, whether at Company's end, at the customer's end, or at both ends. The PVU factor will be calculated as the sum of: (A) the PVU-C factor and (B) the PVU-CP factor times (1.0 minus the PVU-C factor).

(4) The Company will apply the PVU factor to the total intrastate access MOU exchanged with the customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

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

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

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

(5) If the customer does not furnish the Company with a PVU-C pursuant to the preceding paragraph 1, the Company will utilize a PVU equal to the PVU-CP.

(D) **Initial PVU Factor**

If the PVU factor is not available and/or cannot be implemented in the Company's billing systems by the effective date of this Tariff, then once the factor is available and can be implemented the Company will adjust the customer's bills to reflect the PVU retroactively to the effective date of this Tariff. In calculating the initial PVU, the Company will take the customer-specified PVU-C into account retroactively to the effective date of this Tariff, *provided that* the customer provides the factor to the Company no later than four months after the effective date of this Tariff; otherwise, the Company will set the initial PVU equal to the PVU-CP, as specified in subsection (C)(5), above.

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.3 Obligations of the Customer (Cont'd.)****2.3.3. Identification And Rating Of VoIP-PSTN Traffic (Cont'd.)**

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

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

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.4 Customer Deposits and Advance Payments****2.4.1 Advance Payments: Applicable for non-retail customers only.**

To safeguard its interests, the Company may, in its sole discretion, require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to two (2) months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

**2.4.2 Deposits: Applicable for non-retail customers only.**

- (A) To safeguard its interests, the Company may, in its sole discretion, require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
  - (1) Two (2) month's charges for a service or facility;
  - (2) the charges that would apply for the minimum payment period for a service or facility that has a minimum, payment period of more than one (1) month; except that a deposit may include an additional amount in the event that a termination charge is applicable.
- (B) A deposit may be required in addition to an Advance Payment.
- (C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- (D) Deposits held will accrue interest, pursuant to state law, without deductions for any taxes on such deposits. Common Point will refund the accrued interest on the deposit to the Customer each year. Interest will accrue on any deposit until the amount escheats to the State pursuant to law.

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.5 Payment Arrangements****2.5.1 Payment for Services**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer. Customer must pay Common Point for all access services provided.

(A) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services, unless prohibited by state or federal regulation.

**2.5.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- (A) Non-recurring charges are due and payable within fifteen (15) days of the bill issuance. A Customer's bill is past due if not paid within thirty (30) days of the due date.
- (B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within at least fifteen (15) days after the date of the bill. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- (C) When service does not begin on the first day of the billing period, or end of the last day of the billing period, the charge for the fraction of the month in which service was furnished will be calculated on a prorate basis. For this purpose, every month is considered to have thirty (30) days.
- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.5 Payment Arrangements (Cont'd.)****2.5.2 Billing and Collection of Charges (Cont'd.)**

- (E) If any portion of the payment is not received by the Company within thirty (30) days of the due date of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of one and one-half percent (1.5%) per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- (F) The Customer will be assessed a charge of twenty dollars (\$20.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- (G) The Customer should notify the Company of any disputed items on an invoice within two years of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules and procedure. The address and phone number of the Commission and the Company is as follows:

South Dakota Public Utilities Commission  
500 E. Capitol Ave.  
Pierre, SD 57501  
(605)773-3201

Common Point LLC  
3130 Pleasant Run  
Springfield, IL 62711  
Toll-Free Telephone (877) 366-2674

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.5 Payment Arrangements (Cont'd.)****2.5.2 Billing and Collection of Charges (Cont'd.)**

- (H) If service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.
- (I) Upon presentation of evidence that the services offered by the Company under this Tariff have been used for “access stimulation” (also known as “traffic pumping”) in accordance with the definitions, rules and standards of the Federal Communications Commission (“FCC”) or the South Dakota Public Utilities Commission, payment for amounts charged for such alleged use over the baseline of consistent use presumed to be normal traffic may be withheld until the good faith dispute over such charges is settled pursuant to paragraph (H) above. The Company has no intention to collect payments for “access stimulation” use of its services. The Company will follow Alliance for Telecom Industry Solutions (“ATIS”) and Local Exchange Routing Guide (“LERG”) notification procedures before commencing Switched Access Services to any Customer under this Tariff.

**2.5.3 Discontinuance of Service for Cause**

- (A) Upon nonpayment of any jurisdictional amounts owing to the Company other than amounts still in good faith dispute, the Company may, pursuant to the Commission’s rules, discontinue or suspend service without incurring any liability ten (10) days after providing written notice to a Customer. Subject to applicable law, Common Point may deliver such notice via electronic mail or facsimile.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, pursuant to the Commission’s rules, discontinue or suspend service without incurring any liability.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Customer’s insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.5 Payment Arrangements (Cont'd.)****2.5.3 Discontinuance of Service for Cause (Cont'd.)**

- (E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or alter service as required without incurring any liability.
- (F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- (G) Upon the Company's discontinuance of service to the Customer under Section 2.5.3 (A) or 2.5.3 (B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

**2.5.4 Notice to Company for Cancellation of Service**

Customers desiring to terminate service shall provide Company written notification, or if verbally communicated, written notification within ten (10) days after the verbal notification of desire to terminate service.

**2.5.5 Ordering, Rating and Billing of Switched Access Service Where More Than One Exchange Telephone Company is Involved**

Meet point billing applies when more than one Exchange Telephone Company is involved in the provision of Switched Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth in Section 2.5.5 (A) following.

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

The Company will handle ordering, rating and billing of Switched Access Services under this Tariff where more than one Exchange Telephone Company is involved in the provision of Switched Access Service as follows.

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.5 Payment Arrangements (Cont'd.)****2.5.5 Ordering, Rating and Billing of Switched Access Service Where More Than One Exchange Telephone Company is Involved (Cont'd.)**

- (A) When the first point of switching is not the same Exchange Telephone Company's territory as the Customer premises, the Customer must supply a copy of the order to the Exchange Telephone Company in whose territory the Customer premises is located and any other Exchange Telephone Company(s) involved in providing the service. Each Exchange Telephone Company will provide the portion of Local Transport to an interconnection point ("IP") with another Exchange Telephone Company, and will bill the charges in accordance with its Switched Access Service tariff. The rate for the transport elements will be determined as set forth in (B) following. All other appropriate charges in each Exchange Telephone Company tariff are applicable.
- (B) The interconnection points will be determined by the Exchange Telephone Companies involved. The billing percentage (BP) factor for the Company for the service between the involved offices will be listed in National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.
- (C) Should any changes be made to the meet point billing arrangements as set forth in Section 2.5.5 (A) preceding, the Company will give affected Customers thirty (30) days' notice.

**2.5.6 Changes in Services 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 to the term and conditions set forth in Section 3.2.3 following, Switched Access Order Modifications.

**2.5.7 Customer Overpayment**

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.



**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.6 Allowances for Interruptions in Service**

Except as set forth in Section 2.1.4 (B) preceding and Section 2.6.2 following, interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this Tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in Section 2.6.1 for the part of the service that the interruption affects.

**2.6.1 Credit for Interruptions**

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff. An interruption period begins when the Company or the Customer becomes aware that the service, facility or circuit is interrupted and the Customer releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- (B) For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rate basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- (C) Credit allowances shall be made as follows:
  - (1) For Switched Access Service, no credit shall be allowed for an interruption of less than twenty-four (24) hours. The Customer shall be credited for an interruption of twenty-four (24) hours or more at the rate of one-thirtieth ( $1/30$ ) of the minimum monthly usage charge for each period of twenty-four (24) hours or major fraction thereof that the interruption continues. Credit provided pursuant to this section is only provided for facility charges. The total credit determined under this provision is limited to the credit the Company receives from its underlying telecommunications carriers for the portion of facilities provided under contract to the Company.

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.6 Allowances for Interruptions in Service (Cont'd.)****2.6.2 Limitations of Allowances**

No credit allowance will be made for:

- (A) interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by the Customer, authorized user, joint user, or other common carrier receiving the service of the Company;
- (B) interruptions due to the negligence of any person other than the Company;
- (C) interruptions due to the failure or malfunction of end-user or Customer equipment;
- (D) interruptions of service during any period in which the Company or its representatives is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis; or
- (F) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; except that a credit allowance will apply if the service interruption continues for more than twenty-four (24) hours after the end of the service period for maintenance.

**SECTION 2.0 - RULES AND REGULATIONS (CONT'D.)****2.7 Application of Rates**

The regulations set forth in this section govern the application of rates for services contained in other sections of this Tariff.

**2.7.1 Charges Based on Duration of Use**

Customer traffic to local switches will be measured by the Company at local switches. Originating and terminating calls will be measured by the Company to determine the basis for computing chargeable switched access minutes.

For originating calls, usage measurement begins when the originating Feature Group D switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

The measurement of originating call usage ends when the originating Feature Group D switch received disconnect supervision from either the originating end user's local switch, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

For terminating calls over Feature Group D, the measurement of switched access minutes begins when the terminating Feature Group D switch receives answer supervision from the terminating end user's local switch, indicating the terminating end user has answered.

The measurement of terminating call usage over Feature Group D ends when the terminating Feature Group D switch receives disconnect supervision from either the terminating end user's local switch, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

Switched Access minutes or fractions thereof are accumulated over the billing period for each local switch and are then rounded up to the nearest access minute for each local switch.

**SECTION 3.0 SERVICE AND RATE DESCRIPTIONS****3.1 Switched Access Services Description**

Switched Access Service, which is available to Customers for their use in furnishing services to End Users, provides a two-point communications path between a Customer's premises (or a collocated interconnection location) and an End User's premises, with or without another carrier providing service directly to the End User. It provides for the use of common terminating and switching facilities. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises (or a collocated interconnection location), and to terminate calls from a Customer's premises (or a collocated interconnection location) to an End User's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the Customer desires to originate or terminate calls. Company and affected carriers may mutually agree to the application of rates different from the rates contained in this Tariff.

Switched Access Service is provided in the following service categories, which are differentiated by their technical characteristics and the manner in which the End User or Customer accesses them when originating or terminating calls.

**3.1.1** FGD Access, which is available to all Customers, provides trunk side access to Company local switches with an associated uniform 10XXX or 101XXXX access code for the Customer's use in originating and terminating communications. End Users may also originate calls to a selected FGD Access Customer by dialing 1 + NPA-NXX-XXXX when using the Company's presubscription service, or by dialing a local or ten-digit number when originating a call using another Exchange Telephone Company's service.

**3.1.2** Toll Free Data Base Access Service, which is available to all Customers, provides trunk side access to Company local switches in the originating direction only, for the Customer's use in originating calls dialed by an End User to telephone numbers beginning with prefixes associated with toll free calls, such as "800" or "888".

**3.2 Switched Access Service Order**

A Switched Access Service Order is used by the Company to provide a Customer Access Service. When placing an order for Access Service, the Customer shall provide, at a minimum, the following information:

**3.2.1 Order Contents**

**SECTION 3.0 - SERVICE AND RATE DESCRIPTIONS (CONT'D.)****3.2 Switched Access Service Order (Cont'd.)****3.2.1 Order Contents (Cont'd.)**

(A) When FGD is ordered by specifying the number of trunks and local switch routing via an access tandem operated by another Exchange Telephone Company is desired, the Customer shall specify:

- the access tandem,
- the Local Transport and Local Switching options desired, and
- an estimate of the amount of traffic to be generated to and/or from each Company local switch subtending another Exchange Telephone Company's access tandem.

When a Customer orders FGD in trunks, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

(B) For Toll Free Data Base Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D.

**3.2.2 Switched Access Order Service Date**

Common Point shall make available to all Customers within a reasonable time of a request a schedule of applicable service dates and any associated relevant information. The schedule shall specify the applicable service date for services and the quantities of services that can be provided in the applicable service date.

Common Point will not accept orders for service dates which exceed the applicable service date by more than six (6) months.

Switched Access Services will be installed during Company business days. If a Customer requests that installation be done outside of schedule work hours, and the Company agrees to this request, the Company in advance of expediting an order will provide the Customer an estimate of the anticipated charges calculated at an overtime rate determined by the Company.

**SECTION 3.0 - SERVICE AND RATE DESCRIPTIONS (CONT'D.)****3.2 Switched Access Service Order (Cont'd.)****3.2.3 Switched Access Order Modifications**

The Customer may request a modification of its Switched Access Order prior to the service date. The Company will make every effort to accommodate a requested modification.

Any increase in the number of Switched Access Service lines, trunks or busy hour minutes of capacity or CCSA signaling connections will be treated as a new Access Order (for the increased amount only).

**3.2.4 Cancellation of an Switched Access Order**

- (A) A Customer may cancel a Switched Access Order for the installation of service at any time prior to notification by the Company that service is available for the Customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives verbal notification. The Customer shall provide written notice within ten (10) days after the verbal communications from the Customer that the order is to be cancelled. If a Customer or a Customer's End User is unable to accept Switched Access Service within thirty (30) calendar days after the original service date, the Customer has the choice of the following options:
- The Switched Access Order shall be cancelled and charges set forth in (B) following will apply, or
  - Billing for the service will commence.

If no cancellation request is received within the specified thirty (30) calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the thirty-first (31st) day beyond the original service date of the Switched Access Order.

- (B) When a Customer cancels a Switched Access Order for the installation of service, a Cancellation Charge will apply as follows:
- (1) Installation of Switched Access Service facilities is considered to have started when the Company incurs any cost in connection therewith or in preparation thereof which would not otherwise have been incurred.

**SECTION 3.0 - SERVICE AND RATE DESCRIPTIONS (CONT'D.)****3.2 Switched Access Service Order (Cont'd.)****3.2.5 Nonrecurring Charges**

Nonrecurring charges are one-time charges that apply for a specific work activity. Types of nonrecurring charges that apply for Switched Access Service are: Installation of service and service rearrangements.

(1) Installation of Service

A nonrecurring installation charge will be applied at the serving wire center for each order received.

(2) Service Rearrangements

All changes to existing services other than changes involving administrative activities only will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in (1) preceding will apply for this work activity.

**3.3 Switched Access Rate Categories****3.3.1 Standard Rate**

Common Point applies a single rate for switched access service, except as stated in 3.3.1 (B):

- (A) Switched Access Service provides for the use of Company common lines by Customers for access to End Users to furnish intrastate communications service. Carrier Common Line Access is provided where the Customer obtains Switched Access Service under this Tariff or ICB agreement.
- (B) Toll Free Data Base Access 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 data base to perform the Customer identification and delivery function. The call is forwarded to the appropriate Customer based on the dialed Toll Free number. Charges for Toll Free Data Base Access Service apply on a per-query basis and are found in Section 4.2.3.

**SECTION 3.0 - SERVICE AND RATE DESCRIPTIONS (CONT'D.)****3.3 Switched Access Rate Categories (Cont'd.)****3.3.1 Standard Rate (Cont'd.)**

- (C) Intermediate Carrier for CMRS Traffic Access Service provides for the carrying of CMRS originated traffic, including 8XX traffic, from a CMRS Mobile Telephone Switching Office ("MTSO") to Company Local Switch and then to an access Customer. Company will charge for all elements of service that it provides in routing such traffic including the tandem functionality switching rate, all applicable local transport elements, and any 800 database queries. The Company does not charge access for IntraMTA traffic. Such traffic is billed under an interconnection agreement.

**3.4 Miscellaneous Services****3.4.1 Presubscription**

- (A) Presubscription is an arrangement whereby an End User may select and designate to the Company an interexchange carrier ("IC") to access, without an access code, for intrastate InterLATA calls, and intrastate intraLATA calls, and interstate InterLATA calls subject to the Company's FCC Access Tariff. This IC is referred to as the End User's Primary Interexchange Carrier ("PIC"). The End User may select as its PIC the Company, or any other IC that orders originating Feature Group D Switched Access Service at the end office that serves the End User. After the End User's initial selection of a predesignated IC, for any additional change in selection, a non-recurring charge, as set forth in Section 4.2.2, applies.
- (B) At the request of a new or existing End User served by a Feature Group D end office, the Company will provide a list of ICs the End User may select as its PIC. At no additional charge for the initial selection, the Customer may choose either of the following options.
- Designate an IC as a PIC and dial 10XXX or 101XXXX to reach other ICs.
  - Designate that they do not want to be presubscribed to any IC and choose to dial 10XXX or 101XXXX for all calls to all ICs.

New End Users subscribing to the Company's Switched Access Service which do not specify a PIC will default to the Company as their initial PIC selection. Subsequent to the installation of Switched Access Service, and after the End User's initial selection of a PIC, End Users may change their selection.



**SECTION 3.0 - SERVICE AND RATE DESCRIPTIONS (CONT'D.)****3.4 Miscellaneous Services (Cont'd.)****3.4.1 Presubscription (Cont'd.)**

- (C) In the event an End User is incorrectly presubscribed due to misassignment on the part of the Company, the Company will make the correct change at no charge to the Customer. In the event an End User is incorrectly presubscribed due to misassignment on the part of the IC, and the IC is unable to document such an assignment, the Company will charge the Company's standard Presubscription fees as presented in the Switched Access Services tariff to the IC responsible for the misassignment of the End User. The IC will be assessed two charges, one for the misassignment and another for the correction. The End User will then be assigned to an IC of the End User's choice.

**3.4.2 Billing Name and Address Service**

Common Point will provide Billing Name and Address Service ("BNA") of subscribers with listed, non-published and unlisted numbers unless the subscriber requests that its BNA not be disclosed. The information will be provided to Telecommunications Service Providers for the limited purposes of billing a call, order entry, Customer service, fraud prevention, and identification of Customers who have moved from one location to another.

BNA will be provided on a detailed request basis or on a bulk BNA basis. Bulk BNA includes all BNA in the Exchange Company's records. An initial account set up charge will apply as set forth in Section 4.2.4 following.

The standard format for the detailed request for provisions of telephone number and billing name and address information will be in the CARE (Carrier Account Record Exchange) format. If a non-standard format is requested by the Telecommunications Service Provider, a Programming Charge as indicated in Section 4.2.4 following will apply.

A Telecommunications Service Provider must order BNA and provide a test data tape at least thirty (30) days prior to delivery of the first order.

Any Telecommunications Service Provider furnished BNA pursuant to this Tariff, agrees to abide by all applicable rules, decisions, orders, statutes and laws concerning the disclosure of Billing Name and Address, and further agrees to use the information contained therein only for the purpose of billing for telecommunications services, order entry, Customer service, fraud prevention, or identification of Customers who have moved from one location to another.

**SECTION 3.0 - SERVICE AND RATE DESCRIPTIONS (CONT'D.)****3.4 Miscellaneous Services (Cont'd.)****3.4.2 Billing Name and Address Service (Cont'd.)**

BNA will be provided via magnetic tape or paper format, at the options of the Telecommunications Service Provider at the rates listed in Section 4.2.4 following. A per record charge is also applicable for each request. The charges apply to all requests including but not limited to records not found, duplicate requests, invalid requests, and invalid information.

**3.4.3 Switched Access Service Billing**

- (A) The Customer shall receive its primary access service monthly bills and Customer Service Records ("CSRs") in a standard paper format at no charge.

At the option of the Customer, primary access service monthly bills and CSRs may be requested on magnetic tape reel or cartridge or transmitted by electronic data transmission to the Customer's premises, in lieu of the standard paper format at no charge.

Upon Company acceptance of an order for electronic data transmission, the Company will determine the period of time to implement the transmission of such material on an individual order basis. Customers requesting electronic data transmission are responsible for all recurring and non-recurring charges associated with the data transmission circuit.

- (B) Additional copies of the Customer's monthly bill and/or Customer Service Record ("CSR") may be provided, per request, in a standard paper, magnetic tape reel or magnetic tape cartridge format for an additional charge.

(1) Standard Paper

Customers requesting additional copies of monthly bills and/or CSRs in a standard paper format are assessed a per request charge for each bill and/or each CSR requested and a per page charge.

(2) Magnetic Tape Reel or Cartridge

Customers requesting additional copies of monthly bills and/or CSRs in a magnetic tape reel or cartridge format are assessed per reel or per cartridge charge. Only one type of magnetic tape (i.e., reel or cartridge) will be provided per request. This service is only available to Customers currently receiving magnetic tape reel or cartridge as their primary access services bill format.

**SECTION 3.0 - SERVICE AND RATE DESCRIPTIONS (CONT'D.)**

**3.4 Miscellaneous Services (Cont'd.)**

**3.4.3 Switched Access Service Billing (Cont'd.)**

**(3) Electronic Text File Via E-mail**

Customers requesting additional copies of monthly bills and/or CSRs in an electronic text file will receive via e-mail a document image of the invoice in an electronic text file format. This option may not be used by a Customer more than once in a six (6) month period. Customers will be assessed a per request charge for each bill and/or each CSR requested in an electronic text file format.

**SECTION 4.0 SWITCHED ACCESS SERVICE RATES****4.1 Switched Access Service - Tandem Switched Transport****4.1.1 Tandem Switched Facility**

Per Originating Access Minute	\$0.000156
Per Terminating Access Minute	\$0.000300

**4.1.2 Tandem Switched Termination**

Per Originating Access Minute, Per Term	\$ 0.000273
Per Terminating Access Minute, Per Term	\$ 0.000240

**4.1.3 Tandem Switching**

Per Originating Access Minute, Per Tandem	\$ 0.004340
Per Terminating Access Minute, Per Tandem	\$ 0.002252

**4.1.4** The rates in Sections 4.1.1, 4.1.2 and 4.1.3 are not mileage sensitive and thus do not change based on the geographic point of origin, the geographic point of termination or the geographic location of the tandem switch. The mileage incurred in routing calls is not a component of the rates reflected above and plays no part in the billed amount rendered by the Company to Customer for provisioning Switched Access Services under this Tariff.

**SECTION 4.0 SWITCHED ACCESS SERVICE RATES (CONT'D.)****4.2 Other Services****4.2.1 Access Ordering****Non-Recurring  
Charge****A. Access Order Charge**

- Per Order \$ 136.00

**B. Service Date Change Charge**

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The Access Order Charge as specified in 4.2.1.A. preceding does not apply.

- Per Order \$ 53.00

**C. Design Change Charge**

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring design change.

- Per Order \$ 53.00

**D. Miscellaneous Service Order Charge**

- Per Occurrence \$ 53.00

**SECTION 4.0 SWITCHED ACCESS SERVICE RATES (CONT'D.)****4.2 Other Services (Cont'd)****4.2.2 Additional Engineering**

	<u>Additional Engineering Periods</u>	<u>First Half Hour or Fraction Thereof</u>
A.	Basic Time per engineer normally scheduled working hours	\$ 25.35
B.	Overtime per engineer outside of normally scheduled working hours	\$ 38.02
C.	Premium Time outside of scheduled work day, per engineer	\$ 50.69

These labor charges are applicable for the following:

Additional Cooperative Acceptance testing  
Additional Manual Testing  
Maintenance of Service

**4.2.3 Additional Labor**

	<u>Additional Labor Periods</u>	<u>First Half Hour or Fraction Thereof</u>
A.	<b>Installation or Repair</b>	
	-Overtime, outside of normally scheduled working hours on a scheduled work day, per technician	\$ 33.03
	- Premium Time, outside of scheduled work day, per technician	\$ 44.04

**SECTION 4.0 SWITCHED ACCESS SERVICE RATES (CONT'D.)****4.2 Other Services (Cont'd)****4.2.3 Additional Labor (Cont'd)**

<u>Additional Labor Periods</u>	<u>First Half Hour or Fraction Thereof</u>
B. Stand by	
Basic time, normally scheduled working hours, per technician	\$ 22.92
Overtime, outside of normally scheduled working hours on a scheduled work day, per technician	\$ 34.37
Premium Time, outside of scheduled work day, per technician	\$ 45.83
<u>Additional Labor Periods</u>	<u>First Half Hour or Fraction Thereof</u>
C. Testing and Maintenance with other Telephone Companies, or Other Labor	I/R Technician      CO Technician
- Basic Time per technician normally scheduled working hours	\$ 22.02      \$ 23.33
- Overtime per technician outside of normally scheduled working hours on a scheduled work day	\$ 33.03      \$ 34.99
-Premium Time per technician outside of scheduled work day	\$ 44.04      \$ 46.65

**SECTION 4 - SWITCHED ACCESS SERVICE RATES (Cont'd.)****4.2 Other Services (Cont'd)**

	<u>Monthly Rate Charge</u>	<u>Non-Recurring Charge</u>
<b>4.2.4 Specialized Service or Arrangements</b>	ICB	ICB
Specialized Service or Arrangements are provided on an individual case basis.		
<b>4.2.5 Entrance Facility</b>		
DS1 (1.544 Mbps), Entrance Facility, Installation		\$281.00
DS1 (1.544 Mbps), Entrance Facility, per Point of Termination	\$125.00	
DS3 (44.736 Mbps), Entrance facility, Installation		\$307.00
DS3 (44.736 Mbps), Entrance facility, per Point of Termination	\$1,500.00	



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