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**SWITCHED ACCESS SERVICES  
WITHIN THE STATE OF SOUTH DAKOTA**

**of**

**MIDCONTINENT COMMUNICATIONS**

This tariff includes the rates, charges, terms, and conditions of service for the provision of intrastate common carrier telecommunications services by Midcontinent Communications originating from or terminating to locations within the United States.

This tariff applies to switched and dedicated access communications services provided as specified herein.

ISSUING CARRIERS

Midcontinent Communications

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EFFECTIVE: February 29, 2012

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CHECK SHEET

The pages of this Tariff are effective as of the date shown on the page. The original and revised pages named below contain all changes from the original Tariff and are in effect on the date shown.

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## EXPLANATION OF SYMBOLS AND ABBREVIATIONS

### SYMBOLS

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule, or condition.
- (N) To signify new material including listing, rate, rule, or condition.
- (R) To signify reduction.
- (S) To signify reissued material.
- (T) To signify change in wording of text but not change in rate, rule, or condition.
- (Z) To signify a typographical correction.

### ABBREVIATIONS

- B8ZS Bipolar with 8-zero Substitution; a line coding technique which permits DS0 and DS1 transmission with 15 consecutive zeros. B8ZS support 64 KBPS clear channel transmission.
- DCS Digital Cross Connect.
- DS0 Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56, or 64 Kbps.
- DS1 Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.

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**EXPLANATION OF SYMBOLS AND ABBREVIATIONS (cont'd)****ABBREVIATIONS (cont'd)**

- DS3 Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with there zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.
- Gbps Gigabits per second; billions of bits per second.
- ICB Individual Case Basis.
- Kbps Kilobits per second; 1000s of bits per second.
- LATA Local Access and Transport Area. A geographic area established by the US District Court for the Districts of Columbia in Civil Action No. 17-19, within which a Local Exchange Company provides communications services.
- LEC Local Exchange Company
- Mbps Megabits per second; million of bits per second.
- N/A Not available.
- OC-48 A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 2.4 Gbps.
- OC-12 A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.
- OC-3 A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps.
- POP Point of Presence.
- MIT Midcontinent Communications

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## SECTION 1 – DEFINITIONS

**Access Code:** Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXXX, 950-XXX, or 950-1XXX

**Access Minutes:** Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

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

**Access Tandem:** A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

**Account:** The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

**Answer Supervision:** The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

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

**Bits per Second (bps):** The number of bits transmitted in a one second interval.

**Call:** A Customer attempt for which the complete address code is provided to the service end office.

**Central Office:** A local Company switching system where Customer station loops are terminated for purposes of interconnection to each other and to trunks.

**Channel:** A path for electrical transmission between two or more points, the path having a bandwidth and termination of the Customer's choosing.

**City:** For the purposes of this tariff, the term City denotes a specific geographic area serviced by the Carrier. A city is typically a metropolitan area and may include one or more adjacent or nearby areas in which the Carrier has network facilities.

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### SECTION 1 – DEFINITIONS (cont'd)

**Communications System:** Denotes channels and other facilities which are capable of communications between terminal equipment provided by an entity other than the Company.

**Collocation:** Carrier facilities and/or equipment located in LEC central offices.

**Commission:** South Dakota Public Utilities Commission

**Company:** For the purposes of this document, Company shall refer to Midcontinent Communications.

**Customer:** Any person, firm, partnership corporation, or other entity which uses service offered under the terms and conditions of this document and is responsible for the payment of charges.

**Customer Agreement:** The mutual agreement between the Company and the Customer for the provision of the Company's service.

**Customer Designated Premises:** The premises specified by the Customer for termination of Access Services.

**Customer Point of Presence:** The physical location associated with the Customer's communication system.

**Dedicated Access or Dedicated Transport:** A method for a Customer to directly connect two locations of their choice with dedicated (non-switched) services.

**Dual Tone Multifrequency (DTMF):** Tone signaling, also known as touch tone signaling.

**End Office Switch:** A Company switching system where station loops are terminated for purposes of interconnection to each other and to trunks.

**End User:** Any person, firm, partnership, corporation, or other entity which uses the service of the Company under the terms and conditions of this tariff. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmission offered by such reseller originate on the premises of such reseller when making telecommunication service available to others, directly or indirectly.

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**SECTION 1 – DEFINITIONS (cont'd)**

**Entry Switch:** First point of switching.

**Exchange:** A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

**Facilities:** Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, office switching equipment, etc., utilized to provide the service offered under this tariff.

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

**First point of Switching:** The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

**Interexchange Carrier (IC):** Any individual, partnership, association, corporation, or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

**Hertz:** A unit of frequency equal to one cycle per second.

**Holidays:** New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve 12:00 p.m. to 11:59 p.m., Christmas Day, New Years Eve 12:00 p.m. to 11:59 p.m.

**Intrastate:** For the purpose of this tariff, the term Intrastate applies to the regulatory jurisdiction of services used for communications between locations located within the state of South Dakota regardless of intermediate routing.

**Interstate Communications:** Any communications between locations located in different states within the United States or between one or more locations in the United States and one or more international locations.

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**SECTION 1 – DEFINITIONS (cont'd)**

**Local Access and Transport Area (LATA):** A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic, and other purposes.

**Local Calling Area:** A geographical area, as defined in the Company's local or general exchange service in which an end user may complete a call without incurring toll usage charges.

**Message:** A message is a Call as defined above.

**N/A:** Not Available.

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

**On-Hook:** The idle condition of Switched Access Service or a telephone exchange line.

**Off-Net:** One or more Customer or End User locations not served directly by the Company's network facilities.

**On-Net:** Customer and End User locations served directly by the Company's network facilities.

**Originating Direction:** The use of Switched Access Service for the origination of calls from an End User premises to an IC premises.

**Point of Presence:** The physical location of an Interexchange Carrier's facilities.

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

**Premises:** The physical space designated by the Customer for the termination of the Company's service.

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**SECTION 1 – DEFINITIONS (cont'd)**

**RBOC:** Regional Bell Operating Company

**RBOC Rate:** The basic rate charged for a specified service by the Regional Bell Operating Company (“RBOC”) serving the area where the service is provided. The Company will determine RBOC Rates based on tariffs filed by the RBOC.

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

**Special Access:** See Dedicated Access.

**Term Agreement:** A method of purchasing the Company’s services whereby the Customer agrees to purchase service between specific locations for a specified and mutually agreed upon length of time.

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

**Terminating Direction:** The use of Switched Access Service for the completion of calls from an IC’s premises to an End User premises.

**Transmission Path:** An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

**Trunk:** A communications path connecting two switching systems in a network, 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 communications paths are interchangeable.

**United States:** The United States and its territories.

**Wire Center:** A physical location in which one or more central offices, used for the provision of exchange services, are located.

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## SECTION 2 – TERMS AND CONDITIONS

### 2.1 Undertaking of Midcontinent Communications

The Company's service is furnished to Customers for communications purposes. The Company's service is available twenty-four hours per day, seven days per week.

The Company arranges for the installation, operation, and maintenance of the service provided in this tariff for the Customer in accordance with the terms and conditions set forth in this tariff.

### 2.2 Limitations On Service

**2.2.1** Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.

**2.2.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, as hereinafter defined, or when service is used in violation of provisions of this tariff or the law, or to protect the technical integrity of the Network.

**2.2.3** The Company does not undertake to transmit messages, but offers the use of its service when available, and shall not be liable for errors in transmission or for failure to establish connections.

**2.2.4** The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

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## SECTION 2 – TERMS AND CONDITIONS (cont'd)

### 2.3 Assignment or Transfer

All service provided under this tariff is directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or change in the location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as conditions of service.

### 2.4 Location of Service

Service originates or terminates at locations within the United States specified in the individual product descriptions in this tariff.

### 2.5 Use of Service

**2.5.1** Service may be used for any lawful purpose by the Customer or by any End User.

**2.5.2** Service provided under this tariff shall not be used for an unlawful purpose or used in an abusive manner. Abusive use includes:

- (A) The use of the Service for a call or calls, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another.
- (B) The use of the Service in such a manner as to interfere unreasonably with the use of the Service by one or more other customers.

**2.5.3** The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

**2.5.4** Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state, and local laws.

**2.5.5** The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use.

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**SECTION 2 – TERMS AND CONDITIONS (cont'd)****2.5 Use of Service (cont'd)**

**2.5.6** The Company's equipment, channels, and lines must be carefully used. The Customer is responsible for any loss of, or damage to, the system equipment arising out of the negligent or willful act or omission of the Customer or its agents, employees, authorized users, or independent contractors.

**2.6 Discontinuance and Restoration of Service**

Service will continue to be provided until canceled by the Customer, in writing, or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

**2.6.1 Cancellation by the Customer**

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for the service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. In case of discontinuance at the Customer's request, all applicable charges, including termination charges, shall become due.

**2.6.2 Cancellation by the Company**

- A.** For Nonpayment: The Company, by giving 24 hours prior written notice to the Customer, and in accordance with applicable law, may discontinue or suspend service or cancel an application for service without incurring any liability when there is an unpaid balance for the service that is more than 30 days overdue.
- B.** For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges and may be assessed a Return Check Charge.

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**SECTION 2 – TERMS AND CONDITIONS (cont'd)**

**2.6 Discontinuance and Restoration of Service (cont'd)**

**2.6.2 Cancellation by Company (cont'd)**

- C. For any violation of law or of any of the provisions governing the furnishing of service under this tariff: The Customer shall be subject to discontinuance of service without notice, for any violation of any law, rule, regulation, or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.
- D. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction
- E. For other violations: Upon violation by the Customer of any of the other material terms or conditions for obtaining service, the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- F. For Customer's insolvency: 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.
- G. Failure to comply with 2.5.2 preceding could result in immediate disconnection and appropriate legal action as deemed necessary by the Company
- H. Threat made toward the Company and/or its employees could result in immediate disconnect of services and appropriate legal action as deemed necessary by the Company.

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## **2.6 Discontinuance and Restoration of Service (cont'd)**

### **2.6.2 Cancellation by Company (cont'd)**

Upon the Company's discontinuance of service to the Customer under this Section 2.6.2, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable. These amounts are in addition to any termination liabilities under Section 2.6.4.

### **2.6.3 Refusal of Service**

Subject to 2.6.5 following, the Company may refuse additional applications for service and/or refuse to complete any pending orders for service if the Customer has had service discontinued under 2.6.2 preceding or meets any of the criteria for having service discontinued under 2.6.2 preceding.

### **2.6.4 Non-Waiver**

If the Company does not refuse additional applications for service and does not discontinue the provision of services as specified herein, and the Customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service and/or to discontinue the provision of services to the non-complying Customer without further notice.

### **2.6.5 Restoration of Service**

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected and the Customer pays a deposit at the Company's discretion. Nonrecurring charges apply to restored services.

Restoration of disrupted services shall be in accordance with Federal Communications Commission Rules and Regulations which specify the priority system for such activities.

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**SECTION 2 – TERMS AND CONDITIONS (cont'd)**

**2.7 Cancellation or Modification of application for Service**

Where the customer or applicant cancels an application for service prior to receipt of the firm order confirmation (FOC), a cancellation charge equal to the costs incurred by the Company may apply, but in no case shall such charge exceed the charge for the applicable installation charges. If the service date is expedited, additional charges to advance the installation will be billed to the Customer.

Where installation of service has been started (after FOC), a cancellation charge equal to the costs incurred by the Company may apply, but in no case shall such charge exceed the charge for the applicable installation charges. If the due date is changed by the Customer after the installation has started, additional charges could be applicable for rescheduling the installation at a later time.

If the customer requests the Company to re-engineer any services after the exclusion of an application for service, the Customer will be liable for a re-engineering fee based on time and expenses related to the re-engineering.

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**SECTION 2 – TERMS AND CONDITIONS (cont'd)**

**2.8 Minimum Period**

The minimum period for which services are provided and for which rates and charges are applicable is one month from the start of service, unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, one month plus installation charges are applicable, whether the service is used or not.

**2.9 Reserved For Future Use**

**2.10 Billing and Payments**

**2.10.1** The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The customer shall receive its bill in paper format. Where available, special arrangements can be made for non-paper billing alternatives. Such bills are due upon receipt, regardless of the media utilized for their delivery. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage. Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum period in 2.8 will be prorated to the number of days based on a 30-day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of billing.

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## SECTION 2 – TERMS AND CONDITIONS (cont'd)

### 2.10 Billing and Payments (cont'd)

**2.10.2** The Company shall bill for all services rendered within 180 days of the scheduled billing date or shall forfeit the right to collect for such charges. The Company has the right to collect for such charges. The Customer has the right to refuse payment for such charges billed subsequent to the 180-day period. The Company shall adjust any such charges from the Customer's service charges.

NOTE: Add 30 days for Third Party Billing Considerations.

**2.10.3** All bills for service provided to the Customer by the Company are due (payment date) by the next bill date (last business day of the month) and are payable in immediately available funds.

If any portion of the payment is received by the Company after the payment due date, as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due the Company. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be 1.5% per month (unless an applicable law or regulation specifies a lower rate to be charged). The late factor will be applied for the number of days from the payment due date to and including the date that the Customer actually makes the payment to the Company.

### 2.11 Claims and Disputes

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. Any claim must be submitted to the Company within 180 days of receipt of billing for the disputed services, must specify the amount in dispute and must describe the basis for the claim in detail. If the Customer does not submit a claim in accordance with the procedures described in this Section 2.11, the Customer waives all rights to filing a claim thereafter. In the case of a dispute concerning the appropriate regulatory treatment of traffic, the Customer must provide specific information that demonstrates the jurisdiction or type of the traffic subject to the dispute.

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**SECTION 2 – TERMS AND CONDITIONS (cont'd)**

**2.12 Reserved for Future Use**

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**SECTION 2 – TERMS AND CONDITIONS (cont'd)**

**2.13 Inspection, Testing, and Adjustments**

**2.13.1** The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation, or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

**2.13.2** Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and an interruption allowance is requested by the Customer.

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## SECTION 2 – TERMS AND CONDITIONS (cont'd)

### 2.14 Interconnection

- 2.14.1** Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems; subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or equipment of the Company with services or facilities of other common carriers or with private systems.
- 2.14.2** Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.
- 2.14.3** The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

### 2.15 Liability of the Company

- 2.15.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption, or delay occurs.

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## **SECTION 2 – TERMS AND CONDITIONS (cont'd)**

### **2.15 Liability of the Company**

- 2.15.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.15.3** When the services or facilities of other companies are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants, or employees.
- 2.15.4** The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm, or other similar occurrence, any law, order, regulation, direction, action, or request of the United States government or any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts, or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.
- 2.15.5** The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.
- 2.15.6** The Company will make reasonable efforts to cure any material failure to provide service caused by Company hardware, software, or systems. Due to the interdependence among telecommunications providers and the interrelationship with non-Telephone Company processes, equipment and systems, and pursuant to applicable state law, the Company is not responsible for failures caused by circumstances beyond its control, including, but not limited to, failures caused by: 1) the Customer; 2) other telecommunications providers; or 3) Customer premises equipment. In addition, the Company does not ensure compatibility between the Company and non-Telephone Company services used by the Customer.

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## SECTION 2 – TERMS AND CONDITIONS (cont'd)

### 2.16 Liability of the Customer

The Customer shall indemnify, defend, and hold harmless the Company (including the costs of reasonable attorney's fees) against:

- 2.16.1 Claims for libel, slander, infringement of copyright, or unauthorized use of any trademark, trade name, or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and
- 2.16.2 Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus, or systems of the Customer; and
- 2.16.3 All claims of any kind by the Customer's End User(s); and
- 2.16.4 All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, End Users, or Customer, in connection with any service or facilities or equipment provided by the Company.

### 2.17 Taxes and Regulatory Fees

Federal excise tax and state and local sales, use, regulatory fees, and similar taxes are not included in the rates set forth in this tariff, and shall be billed as separate line items.

### 2.18 Local Charges

In certain instances, the Customer may be subject to local exchange Company charges or message unit charges to access the Company's network or to terminate intrastate calls. The Company shall not be responsible for any such local charges incurred by the Customer in gaining access to the Company's network.

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## SECTION 2 – TERMS AND CONDITIONS (cont'd)

### 2.19 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Transport Service

- 2.19.1 When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows. For Jurisdictional reports required for Switched Access, see 2.20 of this tariff.
- 2.19.2 If the Customer's estimate of the interstate traffic on the service equals 10% or less of the total traffic on that service, the service will be provided according to the applicable rules of the Company's intrastate tariff.
- 2.19.3 If the Customer's estimate of the interstate traffic on the service is more than 10% of the total traffic on that service, the service will be provided according to the applicable rules and regulations of its interstate tariff.
- 2.19.4 If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. Applicable nonrecurring charges will apply to jurisdictional changes. No retroactive rate adjustments will apply to the period prior to the change in the Company's records. Any applicable termination liability will be transferred with the jurisdictional change of the service.

### 2.20 Obligations of the Customer

#### 2.20.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

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## **SECTION 2 – TERMS AND CONDITIONS (cont'd)**

### **2.20 Obligations of the Customer (cont'd)**

#### **2.20.2 Ownership of Facilities**

Other than facilities, equipment, or devices provided by the Customer, the Company will provide, install, maintain, operate, and control any equipment, cable, or facilities associated with or connected to the Network (System Equipment). Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Unless otherwise provided, the Company is responsible for the cost of purchasing, and installing all System Equipment and such System Equipment is, and remains, the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits. Upon notice to the Customer, the Company may remove or replace its system equipment at any time.

#### **2.20.3 Equipment Space and Power**

If necessary, the Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance, or removal of Company Service.

#### **2.20.4 Testing**

The service provided under this tariff shall be made available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

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## SECTION 2 – TERMS AND CONDITIONS (cont'd)

### 2.20 Obligations of the Customer (cont'd)

#### 2.20.5 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations, or procedures of the Company, minimum protection criteria, or operating or maintenance characteristics of the facilities.

#### 2.20.6 Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

#### 2.20.7 Jurisdictional Reports

Except as described below, for originating and terminating switched access services, when the Company receives sufficient call detail to permit it to determine the jurisdiction of originating and terminating access minutes of use, the Company will bill using these actual minutes of use. Except for originating 700, 800 and 900 traffic, the Company shall use the PIU factor provided by the Customer for all such traffic as outlined below.

The Company shall accept PIU estimates from customers no more frequently than on a quarterly basis, subject to the Company's right to review and request adjustment of any customer-provided PIU as follows. The Company reserves the right to review and adjust any customer-provided PIU to reflect the actual jurisdiction of originating and terminating access minutes of use attributable to such customer, but any adjustment made more than thirty (30) days after the receipt of a PIU estimate shall apply only to access minutes of use after the date of the adjustment. The customer shall be entitled to seek review of any adjustment in accordance with subsection (C) below.

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## SECTION 2 – TERMS AND CONDITIONS (cont'd)

### 2.20 Obligations of the Customer (cont'd)

#### 2.20.7 Jurisdictional Reports (cont'd)

To determine the jurisdiction of a call, the Company compares the originating number information with the terminating number information to determine the jurisdiction of a call for traffic terminated by the Company. This function may be performed for the Company by a third party.

The Company developed PIU for access minutes will be determined based on traffic at the Company's end office. When the access minutes are measured, the PIU will be developed on a quarterly basis by dividing the measured Interstate originating or terminating access minutes by the total measured originating or terminating access minutes.

Traffic without sufficient call detail shall be that traffic for which the originating number information lacks a valid Charge Party Number (ChPN) or Calling Party Number (CPN) (hereafter "Undetermined Traffic"). The following terms will apply to terminating traffic deemed Undetermined Traffic:

(a) The Company-developed terminating PIU for access minutes will be applied to the Undetermined Traffic that makes up 6% or less of the terminating switched access minutes terminated to the Company by the Customer in a billing period and shall be subject to the rates under the applicable tariff.

(b) Any Undetermined Traffic that exceeds 6% of the terminating switched access minutes terminated to the Company by the Customer in a billing period shall be subject to the rates under the Company's state tariff or price list for the state in which the traffic terminates.

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## **2.20 Obligations of the Customer (cont'd)**

### **2.20.7 Jurisdictional Reports (cont'd)**

(c) In the event that the Company applies the intrastate terminating access rate to calls without sufficient call detail (Undetermined Traffic) as provided in the Company's state tariff or price list for the state in which the traffic terminates, the Customer will have the opportunity to request backup documentation regarding the Company's basis for such application, and further request that the Company change the applications of the intrastate access rate upon a showing of why the intrastate rate should not be applied. Any such request must be made within the time period specified in Section 2.11, Claims and Disputes.

### **2.20.8 Mixed Interstate and Intrastate Access Service**

When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 20.20.7 preceding will serve as the basis for prorating the charges. The percentage of an access service to be charged as interstate is applied in the following manner:

- A.** For nonrecurring chargeable rate elements, multiply the percent interstate use times the quantity of the chargeable elements times the interstate rate per element.
- B.** For usage sensitive chargeable rate elements, multiply the percent interstate use times actual use (measured or Company assumed average use) times the interstate rate.
- C.** For usage sensitive chargeable rate elements, multiply the percent intrastate use times actual use (measured or Company assumed average use) times the interstate rate.

## **2.21 Reserved for future use**

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**SECTION 2 – TERMS AND CONDITIONS (cont'd)**

**2.22 Use of Company Name, Logo, and Service Mark**

A Customer may not use the Company's name, logo, or servicemark in connection with a Customer's marketing of services to end users, even where those services include services supplied by the Company.

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## SECTION 3 – SWITCHED ACCESS SERVICE

### 3.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point electrical communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching, and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an end user's premises to a Customer's premises in the LATA where it is provided.

The application of rates for Switched Access Service is described in Sections 3.8 and 3.9 following. Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

### 3.2 Manner of Provision

Switched access is furnished in either quantities of lines or trunks. FGD is furnished on a per-trunk basis.

Trunks are differentiated by type and directionality of traffic carried over a Switched Access Service arrangement. Differentiation of traffic is necessary for the Company to properly design Switched Access Service to meet the traffic carrying capacity requirements of the Customer.

There are three major traffic types. These are: Originating, Terminating, and Directory Assistance. Originating traffic type represents access capacity within a LATA for carrying traffic from the end user to the Customer; Terminating traffic type represents access capacity within a LATA for carrying traffic from the Customer to the End User; and, Directory Assistance traffic type represents access capacity within an exchange for carrying Directory Assistance traffic from the Customer to a Directory Assistance location. When ordering capacity for FGD Access, the Customer must at a minimum specify such access capacity in terms of Originating traffic type and/or Terminating traffic type.

### SECTION 3 – SWITCHED ACCESS SERVICE (cont'd)

#### 3.3 Rate Categories

There are three rate categories which apply to Switched Access Service:

- Carrier Common Line Access Service
- End Office Local Switching
- Tandem Switched Management Services

##### 3.3.1 Carrier Common Line Access Service

Carrier Common Line Access provides for the use of end users' Telephone Company provided common lines by customers for access to such end users to furnish Interstate Communications.

###### 3.3.1.1 Limitations

###### A. Exclusions

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

###### B. Access Groups

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

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### SECTION 3 – SWITCHED ACCESS SERVICE (cont'd)

#### 3.3 Rate Categories (cont'd)

##### 3.3.1 Carrier Common Line Access Service (cont'd)

###### 3.3.1.1 Limitations (cont'd)

###### C. WATS Access Lines

Where Switched Access Services are connected with Special Access Services at telephone Company Designated WATS Serving Offices for the provision of WATS or WATS-type Services, Switched Access Service minutes which are carried on that end of the service (i.e., originating minutes for outward WATS and WATS-type services and terminating minutes for inward WATS and WATS-type services) shall not be assessed Carrier Common Line Access per minute charges with the following exception. Carrier Common Line Access per minute charges shall apply when Feature Group A or Feature Group B switched access is ordered from a non-equal access telephone Company office that does not have measurement capabilities and the assumed average access minutes, as set forth in the exchange carrier's access tariff, are used.

##### 3.3.2 End Office Local Switching

3.3.2.1 The End Office Local Transport rate category provides the transmission facilities between the Customer Premises and the end office switch(es) where the Customer traffic is switched to originate or terminate its communications. Included in Local Switching are:

- A. Common Switching that provides the local end office switching functions and optional features.
- B. Transport Termination that provides for the trunk side arrangements that terminate the Local Transport facilities. The number of Transport Terminations provided will be determined by the Company.

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### SECTION 3 – SWITCHED ACCESS SERVICE (cont'd)

#### 3.3 Rate Categories (cont'd)

##### 3.3.2 End Office Local Switching (cont'd)

**3.3.2.2** Local Transport is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency path permits the transport of calls in the originating direction (from the end user end office switch to the Customer's premises) and the terminating direction (from the Customer premises to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

**3.3.2.3** The Company will work cooperatively with the Customer in determining how to properly route traffic.

##### Transmission Paths

The number of Transport transmission paths provided is based on the Customer's order and is determined by the Company.

##### Interconnection

Interconnection of non-Company switched access transport facilities is available between an end office and a Customer Point of Presence where such facilities are provided.

**3.3.2.4** Where End Offices are appropriately equipped, international dialing may be provided. International dialing provides the capability of switching international calls with a service prefix and address codes having more digits than are capable of being switched through a standard equipped end office.

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**SECTION 3 – SWITCHED ACCESS SERVICE (cont'd)**

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**SECTION 3 – SWITCHED ACCESS SERVICE (cont'd)**

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**SECTION 3 – SWITCHED ACCESS SERVICE (cont'd)**

**3.4 Reserved for future use**

**3.5 Special Construction**

Special Construction or arrangement of facilities may be undertaken on a reasonable efforts basis at the request of the Customer, and upon a determination by the Company that such charges should apply in that particular instance. Special Construction cases/rates are on an Individual Case basis. Special Construction is undertaken:

- A. Where facilities are not presently available,
- B. Where the service is a type other than that which the Company would normally utilize in the furnishing of its service;
- C. Where the service is requested over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. Where the service is in a quantity greater than that which the Company would normally provide;
- E. Where service is requested on an expedited basis;
- F. Where service is requested on a temporary basis until permanent facilities are available;
- G. Where the service requested involves abnormal costs; or
- H. Where service is requested in advance of the Company's normal construction schedule.

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### **SECTION 3 – SWITCHED ACCESS SERVICE (cont'd)**

#### **3.6 Obligations of the Company**

##### **3.6.1 Network Management**

The Company will administer its network to insure the provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, 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. The Company maintains 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 a failure or overload of the Company or Customer facilities, natural disasters, mass calling, or national security demands.

##### **3.6.2 Design and Traffic Routing of Switched Access Service**

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour trunks are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire (or four-wire where available) trunk terminating equipment.

Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment, and the Company's traffic routing plans.

If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

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### **SECTION 3 – SWITCHED ACCESS SERVICE (cont'd)**

#### **3.6 Obligations of the Company (cont'd)**

##### **3.6.3 Provision of Service Performance Data**

Subject to availability and consistent with CPNI regulations, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format.

This data provides information on overall end-to-end call completion and non-completion performance, e.g., Customer equipment blockage, failure results, and transmission performance. This data does not include service performance data which is provided under other tariff sections, e.g., testing service results. If the data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

##### **3.6.4 Trunk Group Measurement Reports**

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count, and overflow to the Customer based on previously agreed to intervals.

##### **A. Mixed Interstate and Intrastate Access Service:**

When mixed interstate and intrastate Switched Access Service is provided, all usage charges will be prorated between interstate and intrastate.

### SECTION 3 – SWITCHED ACCESS SERVICE

#### 3.7 Obligations of the Customer

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

##### 3.7.1 Report Requirements

Customers are responsible for providing the Jurisdictional Reports to the Company when applicable.

When a Customer orders Switched Access Service for interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.20.7 preceding. Charges will be apportioned in accordance with those reports.

##### 3.7.2 On and Off-Hook Supervision

The Customer's facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

#### 3.8 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

##### 3.8.1 Access Charges

Access Charges are applied on a per access minute basis. Access minute charges to the Customer are accumulated over a monthly period.

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### 3.8.2 8XX Data Base Query Service Charges

- A. A Basic or Vertical Feature Query charge is assessed for each query launched to the data base which identifies the customer to whom the call will be delivered.
- (1) The Basic Query provides the identification of the customers to whom the call will be delivered and includes area of service routing, which allows routing of 8XX calls by telephone companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates.
  - (2) The Vertical Feature Query provides the same customer identification as the basic query and vertical features, which may include: (a) call validation, (ensuring that calls originate from subscribed service areas); (b) POTS translation of 8XX numbers; (c) alternate POTS translation (which allows subscribers to vary the routing of 8XX calls based on factors such as time of day, place or origination of the call, etc.); (d) multiple carrier routing which allows subscribers to route to different carriers based on factors similar to those in (c).
- B. A Call Handling & Destination feature charge is assessed for each query launched to the data base that identifies various destination options, such as carrier selection, time of day routing, day of week routing, specific date routing, geographic routing, routing based on percent of allocation, and emergency routing profiles.

### 3.8.3 Nonrecurring Charges

Nonrecurring charges are one time charges that apply for a specific work activity (e.g., installation or change to an existing service). The types of nonrecurring charges that apply for Switched Access Service are: installation of service and service rearrangements.

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**SECTION 3 – SWITCHED ACCESS SERVICE (cont'd)**

**3.8 Rate Regulations (cont'd)**

**3.8.4 Minimum Periods**

Switched Access Service is provided for a minimum period of one month.

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### **SECTION 3 – SWITCHED ACCESS SERVICE (cont'd)**

#### **3.8 Rate Regulations (cont'd)**

##### **3.8.5 Installation of Optional features**

If a separate nonrecurring charge applies for the installation of an optional feature available with Switched Access Service, the charge applies whether the feature is installed coincident with the initial installation of service or at any time subsequent to the initial installation of service.

The charges associated with upgrades in capacity will not apply when the Customer maintains the same Customer premises location.

For all other changes, including the addition of, or modifications to, optional features without separate nonrecurring charges, a charge equal to one half the Switched Transport nonrecurring (i.e., installation) charge will apply. When an optional feature is not required on each transmission path, but rather for an entire transmission path group, an end office or an access tandem switch, only one such charge will apply.

##### **3.8.6 Service Rearrangements**

Service rearrangements are changes to existing services installed which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's premises or the Customer's end user's premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts.

The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.

Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

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**SECTION 3 – SWITCHED ACCESS SERVICE (cont'd)****3.9 Recurring Charges****A. Carrier Common Line Access Service**

Per Minute Charge:

<u>Originating</u>	<u>Terminating</u>
.038420	.038420

**B. Tandem Switched Management Services**

1. Installation Charge:	ICB	
2. Port Connections:	ICB	
Monthly Charge:	ICB	
DS1 Port Connection:	ICB	
DS3 Port Connection:	ICB	
3. Per Minute Charge:	.0077	
4.	Tandem Facility	Tandem Termination
	1-8 miles	.000015
	8-25 miles	.000018
	25-50 miles	.000019
	50+miles	.000020
		.000237
		.000273
		.000308
		.000311

**C. End Office Local Switching**

Per Access Minute	.008610
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**SECTION 3-SWITCHED ACCESS SERVICE (cont'd)**

**3.9 Recurring Charges (cont'd)**

**D. 8XX Data Base Access Service Queries**

Per Query .003312

**Interconnection Charge:**

Interconnection Charge  
Per Access Minute .004681

**E. Special Construction**

ICB

**F. VoIP-PSTN Traffic**

1. Scope

VoIP-PSTN Traffic is defined as traffic exchanged between a Midcontinent 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 No. 11-161 (Nov.18, 2011) ("FCC ICC 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.

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**3.9 Recurring Charges (cont'd)**  
**F. VoIP-PSTN Traffic (cont'd)**

2. Rating of VoIP-PSTN Traffic

The Relevant VoIP-PSTN Traffic identified in accordance with this tariff section and in the absence of an interconnection agreement will be billed at rates equal to Midcontinent's applicable tariffed interstate switched access rates as provided in Midcontinent Communications Tariff FCC No. 1.

3. PVU Factor

Midcontinent will determine the weighted access rate based on Midcontinent's applicable interstate and intrastate access rates and a Percent VoIP Usage ("PVU") factor as set forth herein. The same PVU factor shall apply to all originating and all terminating intrastate access minutes. From December 29, 2011, to the date of the first revision to the PVU, Midcontinent will apply the PVU factor equal to the percentage of VoIP subscribers in the most recently released Local Competition Report for South Dakota or if a state report is not available for South Dakota, the percentage of VoIP subscribers for the United States.

Midcontinent will develop a weighted access rate reflecting the FCC ICC Order's application of interstate switched access rates to intrastate VoIP-PSTN MOUs based on the PVU factor and Midcontinent's applicable interstate and intrastate access rates. This rate will be calculated as PVU factor times the interstate switched access rates found in Midcontinent Tariff FCC No. 1 plus the intrastate switched access rates times (1.0 minus the PVU factor). This weighted rate will apply to the total intrastate access MOUs exchanged with the customer to determine the access charges due on intrastate traffic.

4. PVU Factor Updates

The initial PVU factor shall be updated when a new Local Competition Report is released or when an individual PVU factor is calculated pursuant to subsection 3.9.F.5, below, which will be updated no later than 30 days from the semi-annual release of the new Local Competition Report. The updated PVU factor will apply prospectively to the customer's next applicable bill cycle and serve as the basis for billing until superseded by a new PVU.

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**3.9 Recurring Charges (cont'd)**  
**F. VoIP-PSTN Traffic (cont'd)**

5. PVU Factor Rebuttal

If the customer believes that the PVU factor as determined pursuant to subsection 3.9.F.3. or 3.9.F.4, as applicable, is incorrect, it may seek to revise the PVU factor using the procedure prescribed in this subsection 3.9.F.5. Any changes to PVU factor pursuant to this subsection 3.9.F.5 shall be effective as of the next billing cycle after the customer provides the data required for recalculation, including documentation sufficient to establish the accuracy of the calculation of the PVU-IXC, as defined in subparagraph 3.9.F.5(1)(A).

(1) Calculation and Application of the customer's individual PVU Factor

When a customer requests revision of the PVU, the individual PVU will be derived and applied as follows:

(A) The customer will calculate and furnish to Midcontinent a factor (the PVU-Customer or "PVU-C") representing the percentage of the total intrastate and interstate access MOU that the customer exchanges with Midcontinent in the State, that (a) is sent to Midcontinent by the customer and that originated in IP format; or (b) is received from Midcontinent by the customer and terminated in IP format, as applicable. 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. The customer must provide sufficient documentation to establish the accuracy of its calculations. Midcontinent shall notify customer within 30 days of submission of the documentation whether customer's PVU-C will be accepted.

(B) Midcontinent's factor will be the PVU-Provider or "PVU-P" representing the percentage of Midcontinent's total intrastate and interstate access lines in the State that Midcontinent originates or terminates on its network in IP format. This PVU-P shall be based on information reported by Midcontinent on its most recent FCC Form 477.

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**3.9 Recurring Charges (cont'd)**  
**F. VoIP-PSTN Traffic (cont'd)**  
**5. PVU Factor Rebuttal (con'td)**

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

(D) Midcontinent will develop a weighted access rate reflecting the FCC ICC Order's application of interstate switched access rates to intrastate VoIP-PSTN MOUs based on the individual PVU factor and Midcontinent's applicable interstate and intrastate access rates. This rate will be calculated as PVU factor times the interstate local switching rate in Midcontinent Tariff FCC No. 1 plus the intrastate local switching rate times (1.0 minus the PVU factor). This weighted rate will apply to the total intrastate access MOUs exchanged with the customer to determine the access charges due on intrastate traffic.

**(2) PVU Factor Verification**

If the PVU is determined in accordance with this subsection 3.9.F.5, not more than twice in any year Midcontinent may ask the customer to verify the PVU-C factor furnished to Midcontinent and customer may ask Midcontinent to verify the PVU-P 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-P factors. If customer does not comply with a request from Midcontinent for verification of the PVU-C factor within thirty (30) days, the PVU shall be set equal to the percentage of VoIP subscribers in the most recently released Local Competition Report for South Dakota or if a state report is not available for South Dakota, the percentage of VoIP subscribers for the United States until such time as customer provides the information required by paragraph 3.9.F.5(1).

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**SECTION 4 – Reserved for Future Use**

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**SECTION 5 – MISCELLANEOUS CHARGES**

**5.1 End User Access Charge**

	<u>Primary Residential or Single Line Business</u> (per line or trunk)	<u>Non-primary Residential</u> (per line or trunk)	<u>Centrex &amp; Multiline Business</u> (per line or trunk)	<b>ISDN PRI</b> (per facility)
SD	\$6.45	\$6.45	\$6.45	\$6.45

**Note:** It is the Interexchange Carrier's responsibility to ensure the End User Access Charge is passed on to the End User.

**5.2 BNA Rates**

- Per BNA Order	\$ 50.94
- Per BNA Record	\$ 0.33
- Optional Magnetic Tape Charge – Per Magnetic Tape	\$ 91.44
- Optional Format Programming Charge	
- Per each half hour Or fraction thereof	

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**SECTION 5 – MISCELLANEOUS CHARGES**

**RESERVED FOR FUTURE USE**

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**SECTION 6 – RESERVED FOR FUTURE USE**

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## SECTION 7 – CUSTOMER SPECIFIC CONTRACTS

### 7.1 General

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

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

Contracts in this section are available to any similarly situated Customer that places an order within 90 days of their effective date (i.e., Term Agreements).

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