REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

GOVERNING THE PROVISION OF ACCESS SERVICES

FOR CONNECTION TO INTRASTATE COMMUNICATIONS

FACILITIES IN THE STATE OF SOUTH DAKOTA

FOR THE INCUMBENT LOCAL EXCHANGE OPERATIONS OF

CLARITY TELCOM, LLC f/k/a KNOLOGY COMMUNITY

TELEPHONE, INC.

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CHECK SHEET

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF

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

C To signify a changed regulation or rate structure.
D To signify discontinued material.
I To signify an increased rate.
M To signify a move in the location of text.
N To signify a new rate or regulation.
R To signify a reduced rate.
S To signify reissued material.
T To signify a change in text but no change in rate or regulation.
Z To signify a correction.

APPLICATION

This tariff applies to intrastate access service supplied to Customers for origination and termination of traffic to and from Central Office codes directly assigned to Clarity Telecom, LLC d/b/a Vast Broadband and f/k/a Knology Community Telephone, Inc.

DEFINITIONS

Certain terms used generally throughout this tariff are described below.

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

Access Services
The Company's intrastate telephone services offered pursuant to this tariff.

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.

Company or Clarity Telecom, LLC
Clarity Telecom, LLC d/b/a Vast Broadband, the issuer of this tariff.

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

End Office
With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with an NPA-NXX code as listed in 2.8.2(A) following.

End User
A person or entity that subscribes to any Company Exchange Access Service offered under the Company's Local Exchange Access tariffs, and that has been assigned one or more telephone number(s) within a central office code (NPA-NXX) directly assigned to the Company.

Exchange Telephone Company
Denotes any individual, partnership, association, joint-stock company, trust, or corporation engaged in providing switched communication within an exchange.

Intrastate 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 calls.

DEFINITIONS

LATA
A Local Access and Transport Area is a geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4.

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

Service Commencement Date
The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

Service Order
The request for access services, either written or electronic, executed by the Customer and the Company in the format devised by the Company. Such a request for service by the customer and the acceptance of the request 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. Should a Customer use the Company's access service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

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

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

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 end offices, used for the provision of Exchange Services, are located.

REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

2.1.2 Shortage of 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 month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 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.

REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

(A) Except as otherwise stated in this Tariff, the liability of the Company for damages arising out of 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 arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.7. 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 Company service, equipment or facilities, or any acts or omissions or negligence of the Company's employees or agents.

(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; unavailability of rights-of-way materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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

(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 third parties.

REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

(E) The Company does not guarantee nor make any warranty with respect to installations it provides 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.

(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) 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. No action or proceeding against the Company shall be commenced more than one year after the event giving rise to the liability occurred.

(I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER 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.

REGULATIONS

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 of 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 users 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 this service 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, such transmission; 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

Title to all facilities provided in accordance with this tariff remains in the Company, its agents, contractors or suppliers

REGULATIONS

2.2 Prohibited Uses

(A) The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.

(B) The Company may require applicants for service who intend to use the Company's offering 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 regulations, policies, orders, and decisions.

(C) The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.

(D) 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 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.

2.3 Obligations of the Customer

2.3.1 Customer Premises Provisions

(A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.

(B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.3.2 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 officers, employees, agents or contractors of the Customer where such negligence is not the direct result of the Company's negligence.

REGULATIONS

2.4 Customer Equipment and Channels

2.4.1 Interconnection of Facilities

(A) In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

2.4.2 Inspections

(A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.

(B) If the protective requirements in connections with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

REGULATIONS

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may 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 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.

2.5.2 Deposits

(A) To safeguard its interests, the Company may require the 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 month's charges for a service or facility which has a minimum payment period of one month; or

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

(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 without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

REGULATIONS

2.6 Payment Arrangements

2.6.1 Payment for Service

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

(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 (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services.

2.6.2 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 30 days after the date of the invoice.

(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 30 days after the date of the invoice. 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 month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a prorata basis. For this purpose, every month is considered to have 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.

REGULATIONS

2.6 Payment Arrangements (Cont'd)

2.6.2 Billing and Collection of Charges (Cont'd)

(E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:

(a) a rate of 0.000493 per day, compounded daily; or

(b) the highest interest rate which may be applied under state law for commercial transactions.

(F) The Customer will be assessed a charge of fifteen dollars ($15.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.

(G) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.

(H) If service is disconnected by the Company in accordance with Section 2.6.3 following and later restored, restoration of service will be subject to all applicable installation charges.

2.6.3 Discontinuance of Service for Cause

(A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.

(B) Upon violation of any of the other material terms or conditions for furnishing 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.

REGULATIONS

2.6 Payment Arrangements (Cont'd)

2.6.3 Discontinuance of Service for Cause (Cont'd)

(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.

(E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service 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 2.6.3(A) or 2.6.3(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.

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service.

REGULATIONS

2.6 Payment Arrangements (Cont'd)

2.6.5 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fees shall be adjusted according to the term and conditions set forth in 3.1.1.2 following, Access Order Modifications.

2.7 Allowance for Interruptions in Service

Except as set forth in 2.1.4(B) preceding and 2.7.2 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 2.7.1 for the part of the service that the interruption affects.

2.7.1 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 Customer reports a service, facility or circuit to be interrupted and 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 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 24 hours. The customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of the minimum monthly usage charge for each period of 24 hours or major fraction thereof that the interruption continues. However, no credit allowance will be given when the actual usage charge exceeds the minimum monthly usage charge in any one monthly billing period.

REGULATIONS

2.7 Allowances for Interruptions in Services (Cont'd)

2.7.2 Limitations on 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 providing service connected to the service of the Company;

(B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;

(C) interruptions due to the failure or malfunction of non-Company equipment;

(D) interruptions of service during any period in which the Company 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;

(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; or

(G) interruption of service due to circumstances or causes beyond the control of Company.

2.8 Application of Rates

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

2.8.1 Charges Based on Duration of Use

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

REGULATIONS

2.8 Application of Rates (Cont'd)

2.8.1 Charges Based on Duration of Use (Cont'd)

For originating calls over Feature Group D, 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 receives disconnect supervision from either the originating end user's end office, 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 access minutes begins when the terminating Feature Group D switch receives answer supervision from the terminating end user's end office, 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 end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

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

2.8.2 Rates Based Upon Distance

Where the charges for service are specified based upon distance, the following rules apply:

(A) Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF FCC No.4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number).

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services

Switched Access Service, which is available to Customers for their use in furnishing their 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. It provides for the use of common terminating, switching and trunking 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.

FGD Access, which is available to all Customers, provides trunk side access to Company end office switches with an associated uniform or 101 XXXX 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.

Toll Free Data Base Access Service, which is available to all Customers, provides trunk side access to Company end office 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".

3.1.1 Access Service Order

An 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:

(A) For Feature Group D Switched Access Service, the Customer shall specify the number of busy hour minutes of capacity (BHMC) from the Customer's premises to the end office by traffic type. This information is used to determine the number of transmission paths. The Customer shall also specify the Local Transport and Local Switching options. When FGD is ordered by specifying the number of trunks and direct routing to an end office is desired, the customer shall specify:

- the end office and
- the Local Transport and Local Switching options desired.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

When FGD is ordered by specifying the number of trunks and end office 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 end office 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.

3.1.1.1 Access Order Service Date

The Company 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.

The Company will not accept orders for service dates which exceed the applicable service date by more than six months.

Access Services will be installed during Company business days. If a customer requests that installation be done outside of scheduled 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. In no event will the actual charges incurred be greater than 10% above the estimate.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

3.1.1.2 Access Order Modifications

The Customer may request a modification of its 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).

3.1.1.3 Cancellation of an Access Order

(A) A Customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that services available for the Customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or a Customer's end user is unable to accept Access Service within 30 calendar days after the original service date, the Customer has the choice of the following options:

- The 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 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 31st day beyond the original service date of the Access Order.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

3.1.1.3 Cancellation of an Access Order (Cont'd)

(B) When a customer cancels an 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.

(2) Where the customer cancels an Access Order prior to the start of installation of access facilities, no charges shall apply.

(3) Where installation of access facilities has been started prior to the cancellation, the charges specified in (a) or (b) following, whichever is lower, shall apply.

(a) A charge equal to the cost incurred in such installation, less estimated net salvage. Such charge is determined as detailed in (4) following.

(b) The charge for the minimum period of Switched Access Service ordered by the customer.

These charges also apply to that portion of facilities cancelled in the case of a partial cancellation, i.e., in the case of a customer requesting a reduction of the number of lines, trunks, or BHMCs ordered.

(4) Charges applicable as specified in (3)(a) preceding include the non-recoverable cost of equipment and material ordered, plus the non-recoverable cost of installation and removal including the costs of engineering, labor, supervision, transportation, rights-of-way and other associated costs.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

3.1.1.4 Minimum Period

(A) Unless otherwise specified, the minimum period for which Access Service is provided and for which charges are applicable, is one month.

(B) The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service.

The changes listed below are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established.

(1) A move to a different building.
(2) A change in type of service.
(3) A change in Switched Access Service traffic type.
(4) A change in Company-provided Switched Access Service to a Collocated Interconnection arrangement or vice versa.

3.1.1.5 Minimum Period Charges

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly billed services will be determined as follows:

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

All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

3.1.1.6 Nonrecurring Charges

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

(1) Installation of Service

A Local Transport nonrecurring installation charge will be applied at the serving wire center for each Entrance Facility installed.

(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. A nonrecurring charge will apply for this work activity. Moves that change the physical location of the point of termination are described below.

(a) Moves Within the Same Building
When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

(b) Moves to a Different Building
Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (Cont'd)

3.1.1 Access Service Order (Cont'd)

3.1.1.7 Network Blocking Charge

The Customer will be notified by the Company to increase its capability (busy hour minutes of capacity or quantities of trunks) when excessive trunk group blocking occurs on groups carrying Feature Group D traffic and the measured access minutes for that hour exceed the capacity purchased.

If the order for additional capacity has not been received by the Company within 15 days of the notification, the Company will bill the Customer, for each overflow in excess of ordered capacity.

3.1.2 Standard Rate Categories

The following rate categories apply to all forms of Switched Access Service, except as stated in 3.1.3:

- Carrier Common Line
- Local Transport
- Local Switching

(A) Carrier Common Line

Carrier Common Line 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 Company Switched Access Service under this Tariff.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (Cont'd)

3.1.2 Standard Rate Categories (Cont'd)

(B) Local Transport

The Local Transport rate category provides for transmission facilities between the Customer's premises or collocated interconnection location and the Company's end office switch(es) where the Customer's traffic is switched to originate or terminate its communications.

The Company will provide Direct Trunked Transport between a Customer's premises and the Company's end office switch(es) upon request. At the Customer's option, Entrance Facility and Direct Trunked Transport may be provided by the Company, by the Customer, or by another carrier. If Direct Trunk Transport facilities are terminated at a Company end office switch location by a Customer, or by another carrier on behalf of a Customer, Entrance Facility Termination charges will apply, but no other Local Transport elements will be charged.

3.1.3 Other Rate Categories

(A) Toll Free Data Base Access Service

Toll Free Data Base Access Service is a service offering utilizing originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed Toll Free calls to a Company Service Switching Point which will initiate a query to the 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. The query is considered completed when the appropriate call routing information is returned to the Service Switching Point (SSP) that launched the query and the results are transmitted to the next company in the call path. If the originating company transmits the results of the query, it will assess the query charge per call. However, when the originating company is unable to do so, the next company in the call path that is able to launch and transmit the results of the query will assess the query charge. Only one query charge per call may be assessed. (N) (N)

RATES

4.1 Access Service

The rates in this section apply in the absence of an agreement with the other carrier regarding applicable rates.

4.1.1 Entrance Facility Direct Trunk Transport	Per Month	
Voice Grade	[1]	
DS1	[1]	
DS3	[1]	

4.1.2 Access Rates	Originating	Terminating	
Local Transport, per mou*	$.005761	[1]	(C)
Local Transport, per termination	$0.00	[1]	
Local Transport, per mile	$0.00	[1]	
Local Switching, per mou		[1]	(C)
- Non-Toll Free	$.064290		(C)
- Toll Free Only	[1]		(N)
Carrier Common Line, per mou		[1]	(C)
- Non-Toll Free	$.046290		(C)
- Toll Free Only	[1]		(N)
Tandem Switching, per mou*	$.008682	[1]	(C)
Joint Tandem Switched Transport*			(N)
Per Originating Toll Free Only Access Minute Per Tandem	[1]		(N)
DA Surcharge per 100 mou		[1]	(C)
- Non-Toll Free	$0.00		(C)
- Toll Free Only	[1]		(N)
			(D)
			(D)

Any element not covered by the above tariff charges will be handled on an individual Case Basis (ICB). (N)

*The Joint Tandem Switched Transport rate element applies per tandem to originating toll free minutes only in lieu of the Local Transport per Minute of Use and Tandem Switching rate elements as of July 1, 2021. The above originating Local Transport per Minute of Use and Tandem Switching rates apply to non-toll free originating minutes. (N) (N) (N)

[1] The Company specific rates are based on the rules outlined in 47 CFR 51.909 of the FCC Rules and Regulations. As a member of the National Exchange Carrier Association, Inc., the company will mirror the interstate access rates found in Section 17.2 of the National Exchange Carrier Association, Inc., F.C.C. Tariff No.5.

(D)

RATES

4.1 Access Service

4.1.2 Access Rates

Data Base Query	Per Query	
Basic	[1]	(C) (M)
Vertical	[1]	(C)
	Per Call Blocked	
Networking Blocking Charge	[1]	
Multiplexing	Per Arrangement	
-DS3 to DS1	[1]	
-DS1 to Voice	[1]	

Any element not covered by the above tariff charges will be handled on an individual Case Basis (ICB).

[1] The Company specific rates are based on the rules outlined in 47 CFR 51.909 of the FCC Rules and Regulations. As a member of the National Exchange Carrier Association, Inc., the company will mirror the interstate access rates found in Section 17.2 of the National Exchange Carrier Association, Inc., F.C.C. Tariff No.5. (M)