

June 8, 2011

Via Overnight Delivery

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

Re: Zayo Group, LLC - Initial Tariffs
Docket Nos. A-2011-2224351, A-2011-2224412, A-2011-2224413 and
A-2011-2224414

Dear Mr. McNulty:

On behalf of Zayo Group, LLC ("Zayo"), enclosed for filing are an original and three (3) copies of Zayo's initial compliance tariffs for the provision of resold and facilities-based interexchange and local exchange services, designated as Telephone Pa. P.U.C. Tariff No. 1 (Competitive Local Exchange Services); Telephone Pa. P.U.C. Tariff No. 2 (Switched Access Services) and Telephone Pa. P.U.C. Tariff No. 3 (Competitive Access Provider Services). Zayo was granted permanent authority to provide telecommunications services within Pennsylvania by Order entered April 29, 2011 in the above referenced dockets.

The enclosed tariffs have been revised in accordance with the deficiencies outlined in Appendix A of the above referenced Order. Included with this transmittal is a copy of Appendix A, with notations specifying the page(s) on which the requested deficiencies have been made, to the extent that they differ from the referenced page numbers. In addition to the requested modifications, changes have been made to the tariffs as follows:

These tariffs are being filed to become effective on at least one (1) day's notice bearing an issued date of June 9, 2011 and an effective date of June 10, 2011. As specified and in compliance with the Order, included herewith is a Certificate of Service, indicating that the initial tariffs have been served upon the same entities that received service of the original application.

Please date-stamp the enclosed extra copy of this filing and return it in the envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact the undersigned at (202) 373-6000.

Respectfully submitted,



Brett P. Ferenchak

Counsel for Zayo Group, LLC

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Zayo Bandwidth, LLC
Docket Numbers A-2011-2224412, A-2011-2224413, A-2011-2224414

ATTACHMENT 3
Telephone Pa. P.U.C. Tariff No. 2 (Switched Access Services)
Initial Compliance Tariff

SWITCHED ACCESS SERVICE

ZAYO GROUP, LLC
COMPETITIVE LOCAL EXCHANGE CARRIER

SWITCHED ACCESS TARIFF

Regulations and Schedule of Charges
For Business and Enterprise Service

The Company will mirror the exchange area boundaries as stated in the tariffs of Verizon Pennsylvania Inc. ("Verizon-PA"), Telephone Pa. P.U.C. No. 180A, 182, 182A, 185B and 185C; Verizon North LLC ("Verizon-North") Telephone Pa. P.U.C. Nos. 1, 3, 5 and 6; and The United Telephone Company of Pennsylvania d/b/a CenturyLink ("CenturyLink"), Telephone Pa. P.U.C. No. 27.

This tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at the Company's place of business located at 400 Centennial Parkway, Suite 200 Louisville, Colorado 80027.

The Company's tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code, 66 Pa. C.S. and the Telecommunications Act of 1934, as amended), and with the Commission's applicable Rules, Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

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Peter Chevalier, Associate General Counsel
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SWITCHED ACCESS SERVICE

CHECK SHEET

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|-------------|-----------------|-------------|-----------------|-------------|-----------------|
| Title | Original* | | | | |
| 1 | Original* | 26 | Original* | 51 | Original* |
| 2 | Original* | 27 | Original* | 52 | Original* |
| 3 | Original* | 28 | Original* | 53 | Original* |
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| 25 | Original* | 50 | Original* | | |

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SWITCHED ACCESS SERVICE

LIST OF MODIFICATIONS

RESERVED FOR FUTURE USE

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SWITCHED ACCESS SERVICE

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SWITCHED ACCESS SERVICE

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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SWITCHED ACCESS SERVICE

EXPLANATION OF SYMBOLS

- (C) Indicates a Change
- (D) Indicates Rate Decrease
- (I) Indicates Rate Increase

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SWITCHED ACCESS SERVICE

TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 1
 - 1.1
 - 1.1.1
 - 1.1.1.A
 - 1.1.1.A.1
 - 1.1.1.A.1.(a)
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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SWITCHED ACCESS SERVICE

SECTION 1 - DEFINITIONS

CALL - A Customer attempt for which the complete address code is provided to the service end office.

CARRIER OR COMMON CARRIER - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

CENTRAL OFFICE - An operating unit equipped with switching apparatus by means of which telephonic communication is established between telephones connected to it or by the additional aid of trunk lines between the telephones and telephones connected to other central offices.

CHANNEL - A communications path between two or more points of termination.

COMMON CHANNEL SIGNALING or CCS - a network architecture which uses Signaling System 7 protocol for the exchange of information between telecommunications nodes and networks on an out-of-band basis.

COMMISSION – Pennsylvania Public Utility Commission.

COMPANY – Zayo Group, LLC or “Zayo”

CUSTOMER - A person, association, partnership, corporation or government agency provided with telephone service by a regulated public utility.

DATA - The term "Data" denotes the representation of information as characters that are in a digital or analog form and to which meaning can be assigned.

DS-3 - Digital Signal Level 3 service, a 44.735 Mbps signal.

END OFFICE SWITCH - A Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

SWITCHED ACCESS SERVICE

SECTION 1 - DEFINITIONS (CONT'D)

EXCHANGE - A unit established by a public utility for the administration of communication services under its specific local exchange service tariff provisions consisting of one or more central offices with associated plant facilities used in furnishing services and having one point designated for the purpose of rating toll calls for customers.

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

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.

INDIVIDUAL CASE BASIS (ICB) - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

INSTALLATION - The connection of a circuit, dedicated access line, or port for a new service, a change of service, or an additional service.

INSTALLATION CHARGE - A non-recurring charge made at the time of installation of communications service which may apply in place of or in addition to service charges and other applicable charges for service or equipment.

INTRASTATE COMMUNICATIONS - Any communication, which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

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.

MESSAGE - A Message is a Call as defined above.

NETWORK - Refers to the Company's facilities, equipment, and services provided under this Tariff.

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SWITCHED ACCESS SERVICE

SECTION 1 - DEFINITIONS (CONT'D)

NONRECURRING CHARGE - A one-time charge associated with a specific item of equipment or service. This charge applies to installation and to subsequent modifications.

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.

ORIGINATING DIRECTION - The use of Switched Access Service for the origination of calls from an End User premises to a carrier's premises.

PREMISES - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

SERVICE ORDER - The written request for dedicated services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

SERVICE ORDER CANCELLATION - A Customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to commencement of service.

TERMINATING DIRECTION - The use of Switched Access Service for the completion of calls from a carrier's premises to an End User premises.

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SECTION 1 - DEFINITIONS (CONT'D)

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.

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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SWITCHED ACCESS SERVICE

SECTION 2 – RULES AND REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

This tariff applies to the intrastate services supplied to Customers for originating and termination of traffic to and from facilities and wire centers of Zayo Group, LLC (“Zayo”).

This tariff applies only to the extent that services provided hereunder are used by the Customer for the purpose of originating and terminating intrastate communications. A communications is intrastate only if all points of originating and terminating are located within the Commonwealth of Pennsylvania.

The Company installs, operates, and maintains the communications services provided under this Tariff in accordance with the terms and conditions set forth under this Tariff. When authorized by the Customer, Company may at its option act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, as required in the Commission's rules and orders, to allow connection of a Customer's location to the Company network.

Customers and users may use services and facilities provided under this Tariff to obtain access to services offered by other service providers. The Company shall only be responsible for installation, operation and maintenance of the service it provides and the Company assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

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SWITCHED ACCESS SERVICE

SECTION 2 – RULES AND REGULATIONS (CONTD)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.1 Liability of the Company

The Company shall endeavor to provide reasonable service to its customers but does not guarantee perfect service without interruption or damage to property. The Company's liability shall be limited in the event that, while providing reasonable service, a customer experiences service interruption or property damage.

In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

- A. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, errors, or defects in transmission during the course of furnishing service shall in no event exceed an amount proportionate to the recurring charge to the Customer for the service during the period when such mistakes, omissions interruptions, delays, errors, or defects in transmission occurred. The remedy of the Customer with respect to the provision of service by the Company shall be limited to that expressly provided under this Tariff to the exclusion of any and all other remedies. No agreement varying or extending such warranties, the remedies expressly provided, or these limitations, will be binding upon the Company unless in writing and signed by the Company and the Customer.

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SWITCHED ACCESS SERVICE

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.1 Liability of the Company (Cont'd)

- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff, the Company shall not be liable for any indirect, special, incidental, punitive, or consequential damages under this Tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including any delay or interruption of service or any failure in or breakdown of facilities associated with the service; or for any mistakes, omissions, delays, errors or defects in transmission occurring in the course of furnishing service.
- C. The Company will not be responsible for any lost profits of the Customer or against the Customer by any other party, even if made aware of the possibility of such lost profits.
- D. The Company is not liable for any act, omission, or negligence of any local exchange or interexchange carrier or other provider whose facilities are used in furnishing any portion of the service received by Customer. The Company is not liable for the quality of service provided by any local exchange or other interexchange carrier.
- E. Under no circumstances whatsoever shall the Company or its officers, agents, or employees be liable for indirect, incidental, special, punitive, or consequential damages, however caused, and regardless of theory of liability.
- F. The Company is providing service without respect to the volume, quantity, content or value of signals transmitted over the service. The payments provided to the Company are based solely on the value of the service, and are unrelated to the nature, content, volume or value of any signals or communications transmitted over the service. The Company is not liable for losses which may occur in cases of malfunction or non-function of the service or the Company's facilities, even if due to the Company's negligence or failure of performance, except as expressly provided herein.

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SWITCHED ACCESS SERVICE

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.1 Liability of the Company (Cont'd)

- G. It would be impractical and extremely difficult to fix actual damages which may arise in situations where there may be a failure of the service, due to the uncertain nature of the volume, nature, content and value of messages, signals or communications transmitted over the service. Therefore, if any liability is imposed on the Company, such liability shall be limited to the amount expressly stated herein. The payment or credit of this amount shall be the Company's sole and exclusive liability regardless of whether loss or damage is caused by the performance or nonperformance of the Company's obligations under this agreement, or by negligence or gross negligence, active or otherwise, of the Company, its employees, agents or representatives.
- H. Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff, the Company shall not be liable for, and shall be excused from performance during, any failure, delay or interruption of service hereunder due to causes beyond its control including, but not limited to Acts of God: fire, flood, earthquakes, hurricanes, tornadoes, atmospheric conditions or other phenomena of nature, such as radiation; civil disorders: national emergencies, insurrections, riots or wars; labor problems; strikes, lockouts, or work stoppages. In addition, the Company shall not be liable for any failure of performance hereunder due to necessary network reconfiguration; system modifications due to technical upgrades; or regulations established or actions taken by any court or government agency having jurisdiction over the Company.
- I. The company makes no representation or warranty, express or implied (including, without limitation, an implied warranty regarding merchantability or fitness for a particular purpose), regarding any service provided under this tariff. The company expressly disclaims all such warranties.

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SWITCHED ACCESS SERVICE

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.1 Liability of the Company (Cont'd)

- J. The Company does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Customer indemnifies and holds Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, 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 such equipment so used; provided however that the Customer shall not indemnify and hold Company harmless against any loss or injury caused solely by the affirmative negligent acts of Company.
- K. The Company shall be indemnified and held harmless by the Customer against:
- (1) any act or omission of:
 - (a) the Customer,
 - (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or
 - (c) common carriers;
 - (2) claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's channels;
 - (3) patent infringement claims arising from combining or connecting Company furnished channels with apparatus and systems of the customer; and
 - (4) all other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.

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SWITCHED ACCESS SERVICE

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.1 Liability of the Company (Cont'd)

- L. Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff The Company assumes no responsibility for the availability or performance of any facilities or services under the control of other entities, or for other facilities or services provided by other entities used for service to the Customer, except to the extent that such nonperformance or non-availability is the result of gross negligence or a willful act of the Company.
- M. The Company is not liable for any defacement of, or damage to, the premises of a Customer resulting from the furnishing of communications facilities or the attachment of instruments, apparatus, and associated wiring furnished by Company on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of Company's negligence. No agents or employees of the other participating Company's shall be deemed to be agents or employees of Company.
- N. Any claim of whatever nature against the Company shall be deemed conclusively as having been waived unless presented in writing to the Company within ninety (90) days after the date service was affected.

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SWITCHED ACCESS SERVICE

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.1 Liability of the Company (Cont'd)

- O. The Company shall not be liable for any claims for loss or damages involving:
- (1) Breach in the privacy or security of communications transmitted over the Company's facilities;
 - (2) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff.
 - (3) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
 - (4) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.

2.1.2 Limitation of Liability

Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

SWITCHED ACCESS SERVICE

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.3 Continuity of Service

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance.

2.1.4 Transfers and Assignments

The Customer may not assign or transfer its rights or duties in connection with the services and facilities provided by Company without the written consent of Company.

2.1.5 Conflict between Tariff and Service Order

Except as provided for in Section 5.3 herein, any conflict between the Tariff and any Service Order shall be resolved in favor of the Tariff.

SWITCHED ACCESS SERVICE

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.2 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

2.2.1 General

The Company shall maintain its entire system in such condition as to make it possible to furnish continuous service, and shall take reasonable measures to prevent interruptions of service and to restore service with a minimum delay if interruptions occur.

- A. Credit allowances for interruptions in service which are not due to the Company's inspection or testing, 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 for the part of the service that the interruption affects.
- B. The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the Customer and will be expressly indicated on the next invoice. A Service Outage begins when the Customer reports the outage to Company. A Service Outage ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications.
- C. Credit allowances do not apply to outages (i) caused by the negligence of the Customer; (ii) due to failure of equipment or systems provided by the Customer or others; (iii) during any period in which the Company is not given access to the service premises where the service is terminated; (iv) inability to gain access to the Customer's equipment; and (v) due to mutually agreed upon maintenance and repair.
- D. Credit Allowances received by Company from the LEC for Off-Net facility outages which affects the Customer's Switched Services will be passed through to the Customer in the form of a credit on the next invoice.

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SWITCHED ACCESS SERVICE

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.2 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (CONT'D)

2.2.2 Limitations of Allowances

No credit allowance will be made for:

- A. interruptions due to the cause of, 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 Company;
- B. interruptions due to the negligence of the Customer or other Common Carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of equipment or systems provided by the Customer or others;
- D. interruptions of service during any period in which the Company is not given full and free access to the premises where the service is terminated 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.
- G. interruption of service during a time period in which the Company provides a satisfactory replacement service.

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SWITCHED ACCESS SERVICE

SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.3 USE OF FACILITIES AND SERVICE

2.3.1 Use of Service

- A. 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. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.
1. Service may be used for any lawful purpose by the Customer.
 2. 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.
 3. 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.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 USE OF FACILITIES AND SERVICE (Cont'd)

2.3.2 Limitations

- A. 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.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth previously in this tariff), or when service is used in violation of provisions of this tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth previously in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D. 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.
- E. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 USE OF FACILITIES AND SERVICE (Cont'd)

2.3.3 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

2.4 MINIMUM PERIOD OF SERVICE

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is cancelled or discontinued by the Customer prior to the expiration of the minimum period, charges are applicable for the remaining portion of the minimum period, whether the service is used or not. When service is cancelled or discontinued by the Customer in any billing period after the minimum period, monthly recurring charges will be pro-rated to the number of days service provide prior to the cancellation based on a 30 day month. A final bill will be issued with forty-two (42) days of a customer initiated disconnection according to 52 Pa. Code §63.20(b).

SWITCHED ACCESS SERVICE

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 PAYMENT FOR SERVICE RENDERED

2.5.1 The Customer is responsible for payment of all charges for facilities and services furnished to the Customer. Charges for installations (Installation Charge), physical changes, expedites, or for cancellation of orders (Service Order Cancellation) are payable upon completion. If, because of any such activity a non-Company carrier or supplier levies additional charges, these charges shall be passed on to the Customer. Recurring charges are billed in advance of the month in which the service is provided.

2.5.2 The Company shall render a bill during each billing period to every Customer. The billing period shall be monthly. Non-recurring charges are due and payable from the Customer within (30) days after the invoice date, unless otherwise agreed to in advance. Billing will be payable upon receipt.

(a) Except as otherwise provided in subdivision (b) of this Section, interest at the rate of 1.25% per month (unless proscribed by law, in which event, at the highest rate allowed by law) will accrue upon any unpaid amount commencing thirty (30) days after the date of billing.

(b) For billing and collection purposes, every month is considered to have thirty (30) days.

(c) When service does not begin on the first day of the month, or end on the last day of the month, service will be furnished and billed on a pro rata basis.

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SWITCHED ACCESS SERVICE

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 DEPOSITS AND ADVANCE PAYMENTS

- 2.6.1 To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. Advance payment may be required by the Company for the construction of facilities and furnishing of special equipment or for temporary service for short-term use. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. An advance payment may be required in addition to a deposit.
- 2.6.2 The Company may require 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. A deposit may be required in addition to an advance payment. The deposit will not exceed an amount equal to two months estimated charges for a service. Company retains the right to request Customer to submit to Company updated financial information to ensure Customer's creditworthiness. Company may also require an additional deposit during the term of a Service Order based on changed circumstances. In addition, to satisfy Customer's payment responsibilities under the Tariff, Company require Customer to provide and maintain in effect during the term of any Service Order a confirmed, irrevocable letter of credit or other alternative form of security proposed by and acceptable to Company that is consistent with commercial practices and that adequately protects Company against the risk of Customer's non-payment. When a service is discontinued, the amount of a deposit, plus interest, will be applied to the Customer's account and any credit balance remaining will be refunded.
- 2.6.3 Interest shall be paid on deposits an are calculated based on the rates of the interest posted for 1-year US Treasury bills for the month of September, October, and November of the previous year. The Company may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 CUSTOMER COMPLAINTS AND BILLING DISPUTES

2.7.1 All bills are presumed accurate, and shall be absolutely binding on the Customer unless Company receives objection from the Customer within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Customer and Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may take the following course of action within thirty (30) days of the billing date:

- A. First, the Customer may request, and Company will provide, an in depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)
- B. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Company, the Customer may file an appropriate complaint with the Commission. The Commission's address is:

Pennsylvania Public Utility Commission
Bureau of Consumer Services
P. O. Box 3265
Harrisburg, PA 17105-3265
(800) 692-7380

In the case of a billing dispute which cannot be settled with mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection.

2.7.2 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

SWITCHED ACCESS SERVICE

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 INSPECTION, TESTING AND ADJUSTMENT

- 2.8.1 The Company may, upon mutually agreed upon notice, make such tests and inspections as may be necessary to determine that the requirements 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 any of these terms and conditions.
- 2.8.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- 2.8.3 Upon reasonable notice, the channels provided by Company shall be made available for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption credit allowance as set forth in this Tariff will be granted for the time during which such tests and adjustments are made. The Company may interrupt the service at any time, without liability, because of Customer's departure from any of the rules and regulations in this Tariff.
- 2.8.4 Title to all facilities provided in accordance with this Tariff remains in the Company, its agents or contractors. The Customer shall not have, nor shall it assert any right, title or interest in, any facilities and equipment provided by the Company hereunder. Equipment furnished by Company shall be returned to Company whenever requested, within a reasonable period following the request, in good order subject to normal wear and tear.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 OBLIGATIONS OF THE CUSTOMER

2.9.1 The Customer shall be responsible for, unless otherwise specifically negotiated by the Customer and the Company:

- (a) payment of all charges for services in accordance with this Tariff.
- (b) reasonable care for the equipment of Company on the Customer's premises;
- (c) without cost to Company, the power required to operate Company's equipment installed on the premises of the Customer;
- (d) space, heating and cooling, conduit, electrical wiring and power outlets for safe operation of Company's equipment located on the premises of the Customer;
- (e) access to the Customer's premises for tests and inspection of services and/or maintenance of Company's equipment at a time agreeable to both the Company and the Customer. No credit allowance will be made for the period during which the service may be interrupted for such purposes;
- (f) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (g) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of facilities and equipment used to provide Services to the Customer from the property line to the location of the equipment space. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.9.1 (Cont'd)

- (h) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work;
- (i) not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities.

2.9.2 The Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided terminal equipment or communications systems with Company facilities.

2.9.3 The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection unless otherwise specifically negotiated by the Customer and the Company.

2.9.4 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities.

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2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.9.5 Jurisdictional Reports

For Switched Access services, the Company will use the percentage of interstate originating feature group D to determine the percent of interstate usage to apply to all other switched access services provided by the Company to the Customer.

For Switched Access services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and annually thereafter, report the percentage of interstate use and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected interstate percentage that applies to the total trunk group. The revised report will serve as the basis for future billing and will be effective on the next bill date.

No pro-rating or back-billing will be done based on the report. The Company may require call detail records to substantiate projected interstate usage provided to the Company. In the event that the required jurisdictional report is not provided, the Company recorded or estimated percentage of interstate usage will be applied to the bill.

The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

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2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.9.6 Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate 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 6.3.3(D) will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

- (a) For nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the state tariff rate per element.
- (b) For usage sensitive chargeable rate elements, multiply the percent intrastate use times actual use (measure or Company assumed average use) times the stated rate.

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2.10 RESERVED FOR FUTURE USE

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.11 DISCONNECTION AND TERMINATION OF SERVICE

2.11.1 Disconnection of Service Without Notice

Zayo shall have the right to refuse or discontinue telephone service or service arrangements without advance notice, if the acts of the Customer or the conditions upon their premises are such as to indicate an intent to defraud Zayo or to use the Service for unlawful purposes.

Zayo will attempt to contact the Customer by telephone prior to discontinuing the Service or portions thereof. If Zayo is unable to contact the Customer by telephone, a letter will be mailed to the Customer on the same date that their service or service arrangement is discontinued, explaining the reasons for such action and the Customer's right to dispute such action.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.11 DISCONNECTION AND TERMINATION OF SERVICE (CONT'D)

2.11.2. Disconnection of Service Requiring Notice

Access service shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business.

- A. The Company may disconnect service for any of the following reasons provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than ten (10) days in which to remove the cause for disconnection:
- B. Non-compliance with Regulations. For violation of or non-compliance with Commission's rules and regulations or for violation of or non-compliance with the Company's tariffs on file with the Commission.
- C. Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Commission.
- D. Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment and property.
- E. Failure to meet the utility's deposit and credit requirements.
- F. For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least ten (10) days notice, in which to make settlement before his service is denied.
- G. Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.11 DISCONNECTION AND TERMINATION OF SERVICE (CONT'D)

2.11.2. Disconnection of Service Requiring Notice (CONT'D)

- H. Failure to Comply with Laws. For failure to comply Federal, state and local laws pertaining to telecommunications services.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.12 UNLAWFUL USE OF SERVICE

- 2.12.1 The services and channels of Company are furnished subject to the condition that they will not be used for any unlawful purpose. Service shall not be used for any purpose in violation of law or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.12.2 Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.
- 2.12.3 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

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SWITCHED ACCESS SERVICE

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. Toll calls can be IntraLATA and InterLATA.

The application of rates for Switched Access Service is described in Section 3.5. 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.

A Customer may order service either by (1) submitting an Access Service Request, as specified in the industry Access Service Order Guidelines, or (2) routing traffic to the Company, or accepting traffic from the Company, through the tandem of another local exchange carrier to which the Customer is connected (the "tandem provider"). Where the Customer orders service via option (2), the Company may use information provided to the Company by the tandem provider or information obtained from other sources to bill the Customer for the services provided.

SWITCHED ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.2 RATE CATEGORIES

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

- Local Switching
- Local Transport
- Common Line

3.2.1 Local Switching

Local Switching provides for the use of end office switching equipment. Included in Local Switching are:

Common Switching, which provides the local end office switching functions and optional features.

Transport Termination, which provides for the trunk side arrangements which terminate the Local Transport facilities. The number of Transport Terminations provided will be determined by the Company.

Where end offices are appropriately equipped, international dialing may be provided. International dialing provides the capability of switching international calls with 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)

3.2 RATE CATEGORIES (CONT'D)

3.2.2 Local Transport

The 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.

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 in 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.

The Company will work cooperatively with the Customer in determining (1) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (2) the directionality of the service.

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.

SWITCHED ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.3 OBLIGATIONS OF THE COMPANY

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

3.3.1 Network Management

The Company will administer its network to provide 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's network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of 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 Company or customer facilities, natural disasters, mass calling or national security demands.

3.3.2 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 minutes of capacity 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 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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SWITCHED ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.3 OBLIGATIONS OF THE COMPANY (Cont'd)

3.3.3 Provision of Service Performance Data

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

3.3.4 Trunk Group Measurements Reports

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

SWITCHED ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.4 OBLIGATIONS OF THE CUSTOMER

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

3.4.1 Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable.

A. Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.9.5 preceding. Charges will be apportioned in accordance with those reports.

B. Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company option to ensure acceptable service levels

3.4.2 On and Off-Hook Supervision

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

3.4.3 Trunk Group Measurements Reports

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

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SWITCHED ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.5 RATE REGULATIONS

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service. There are three types of rates and charges that apply to Switched Access Service; monthly recurring rates, per minute usage rates and one-time nonrecurring charges.

3.5.1 Minimum Periods

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

3.5.2 Cancellation of Access Service Order (Service Order Cancellation)

A Customer may cancel an Access Order for the installation of service on any date prior to notification by the Company that service is available for the Customer's Use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or End User is unable to accept Access Service within 30 calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

Prior to Firm Order Confirmation Date

If an Access Order is canceled prior to the Firm Order Confirmation date, no charges will apply.

On or After Firm Order Confirmation Date

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a flat cancellation fee, as provided in Section 7.1.1.

SWITCHED ACCESS SERVICE

SECTION 4 - CARRIER COMMON LINE ACCESS SERVICE

4.1 GENERAL

The Company will provide Carrier Common Line Access Service to Customers in conjunction with Switched Access Service provided in Section 3 of this tariff. Carrier Common Line provides for the use of End Users' Company-provided common lines by Customers for access to such End Users to furnish Intrastate Communications.

4.2 LIMITATIONS

No telephone number or detailed billing will be provided with Carrier Common Line Access. Directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access.

4.3 APPLICATION OF INTRASTATE CHARGES

Intrastate rates apply only to that portion of Carrier Common Line Service provided for intrastate usage. Jurisdictional reporting is required as described in Section 2.9.5 of this tariff.

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SWITCHED ACCESS SERVICE

SECTION 5 - SPECIAL ARRANGEMENTS

5.1 SPECIAL CONSTRUCTION

5.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include: Nonrecurring charges, Recurring charges, Termination liabilities or a combinations of the above.

5.1.2 Basis for Cost Computation

The costs referred to in 5.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - Equipment and materials provided or used;
 - Engineering, labor and supervision;
 - Transportation; and
 - Rights of way and/or any required easements.
- B. Cost of maintenance;
- C. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D. Administration, taxes and uncollectible revenue on the basis of reasonable average cost for these items;
- E. License preparation, processing and related fees;
- F. Any other identifiable costs related to the facilities provided; or
- G. An amount for return and contingencies.

SWITCHED ACCESS SERVICE

SECTION 5 - SPECIAL ARRANGEMENTS (CONT'D)

5.1 SPECIAL CONSTRUCTION (Cont'd)

5.1.3 Termination of Liability

A. To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

1. The period on which the termination liability is based on the term of the contract.
2. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:

- a) Equipment and materials provided or used;
- b) Engineering, labor and supervision;
- c) Transportation;
- d) Rights of way and/or any required easements.
- e) License preparation, processing and related fees;
- f) Administrative expenses, processing and related fees;
- g) Cost of removal and restoration, where appropriate; and
- h) Any other identifiable costs related to the specially constructed or rearranged facilities.

SWITCHED ACCESS SERVICE

SECTION 5 - SPECIAL ARRANGEMENTS (CONT'D)

5.1 SPECIAL CONSTRUCTION (Cont'd)

5.1.3 Termination Liability (Cont'd)

A. (Cont'd)

3. The termination liability method for calculation the unpaid balance of a term obligation is obtained by pro-rating the sum of the amounts determined as set forth in Section 5.1.3(A) less the amount the customer has paid, and less estimated net salvage, over the remaining term of the contract. For example, if the contract was for 36 months, and the Customer terminates after 18 months (i.e. one half the term), the Customer will be charged for one half of the sum of the amounts determined as set forth in Section 5.1.3(A), less estimated net salvage.

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SWITCHED ACCESS SERVICE

SECTION 5 - SPECIAL ARRANGEMENTS (CONT'D)

5.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours, but at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply.

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SWITCHED ACCESS SERVICE

SECTION 6 - BILLING AND COLLECTION

6.1 GENERAL

The Company will provide the following services:

- Recording Service
- Billing Name and Address (BNA)

6.2 RECORDING SERVICE

Recording is the entering on magnetic tape or other acceptable media the details of customer messages originated through switched access service. Recording is provided 24 hours a day, 7 days a week.

The company will provide recording service in association with the offering of Feature Groups B for 900 Access Service, C, and D Switched Access Service for customer messages that can be recorded by company-provided automatic message accounting equipment. In addition, where the company records the customer messages on manual tickets, the company will provide recording service for the manual tickets and at offices where the company provides Feature Group A switched access service and has the ability to record the Feature Group A call detail with automatic message accounting equipment and mark the recorded call detail as Feature Group A call detail for a specific customer, the company will provide the recording service for Feature Group A switched access service. At the request of the customer, recording service will be provided for Feature Group D switched access service on an end office and type of call basis. Type of call means message telecommunications service (MTS) including 700 and 900 service, calls originating and/or terminating over a WATS access line, and station message detail recording for MTS and calls originating from a WATS access line.

The company will provide recording service in its operating territory. The minimum territory for which the company will provide recording service is all the appropriately equipped offices in a state operating territory for which the customer has ordered Feature Group A, B for 900 service, C, or D switched access service. A state operating territory of a particular telephone company includes all its LATAs or market areas which are located in the same state including the areas in contiguous states which are assigned to such LATAs or market areas and served by the same company.

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SWITCHED ACCESS SERVICE

SECTION 6 - BILLING AND COLLECTION (CONT'D)

6.2 RECORDING SERVICE (Cont'd)

For Feature Group B or 900 Access Service, C, and D Switched Access Service, the term "customer message" used herein denotes an intrastate call originated by a customer's end user. Station message detail recording is an optional feature which provides a record of customer messages originated by MTS and WATS access lines. Such detail will be provided as part of Feature Group D end office and type of call recording service when requested by the customer. For Feature Group A switched access service, the term "customer message" used herein denotes a call over an intrastate Feature Group A switched access service. A call includes both calls originated to and terminated from a Feature Group A switched access service. The beginning and ending of a customer message are determined pursuant to the written instructions of the customer.

6.2.1 Undertaking of the Company

- A. The company will record all customer messages carried over Feature Group B for 900 access service, C, and D switched access service that are available to company-provided recording equipment or operators. The company will record all customer messages, including interLATA intrastate messages and interLATA interstate messages, carried over a Feature Group A switched access service. Unavailable customer service messages (i.e. certain Feature Group C operator and TOPS messages which are not accessible by company-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by the company.
- B. A standard format for the provision of the recorded customer message detail will be established by the company and provided to the customer. If, in the course of company business, it is necessary to change the format, the company will notify the involved customers six months prior to the change.

Assembly and editing, provision of customer detail, data transmission to a customer location, special orders for recording and program development will be provided to the customer on a contractual basis.

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SWITCHED ACCESS SERVICE

SECTION 6 - BILLING AND COLLECTION (CONT'D)

6.2 RECORDING SERVICE (Cont'd)

6.2.1 Undertaking of the Company (Cont'd)

- C. Recorded customer message detail which is used at the request of the customer to provide message processing and message bill processing service is not retained by the company for longer than 45 days. The rates for unbilled message detail and the billed message detail is retained for reference in place of the recorded customer message detail. For recorded customer message detail not used by message processing service at the customer's request, the company will make every reasonable effort to recover recorded customer message detail previously made available to the customer and make it available again for the customer. The charges as set forth in the rate schedule, following, will apply for all such detail provided. Such a request must be made within thirty (30) days from the date the details were initially made available to the customer.

6.2.2 Liability of the Company

Notwithstanding 6.2.1 preceding, the company's liability for recording service is as follows:

Unless there is an expressed written agreement to the contrary, in the absence of gross negligence or willful misconduct, no liability for damages to the customer or other person or entity other than as set forth in 6.2.1(A) and 6.2.1(B) preceding shall attach to the company for its action or the conduct of its employees in providing recording service.

6.2.3 Obligations of the Customer

The customer shall order recording service under a special order.

The customer shall order recording service at least one month prior to the date when the customer message detail is to be recorded, unless customer's request requires that recording service be provided by end office and type of call, then the ordering interval will be determined on an individual case basis.

The customer shall order recording service for Feature Group D switched access by end office and type of call in accordance with the terms and conditions established on an individual case basis special order.

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SWITCHED ACCESS SERVICE

SECTION 6 - BILLING AND COLLECTION (CONT'D)

6.2 RECORDING SERVICE (Cont'd)

6.2.4 Payment Arrangements and Audit Provision

A. Notice and Scope

1. Upon forty-five (45) days' prior written notice by the customer to the company (or such shorter period as the parties may mutually agree upon), the customer or its authorized representative shall have the right to commence an audit during normal business hours and at intervals of no more than one audit in any six month period. The audit will be limited to all such records and accounts as may, under recognized accounting practices, contain information bearing upon amounts subject to being billed to the customer's end users by the company as part of its provision of billing and collection services and the charges to the customer for other services provided by the company pursuant to this tariff.
2. The written notice of audit shall identify the date upon which it is to commence, the location, the customer's representatives, the subject matter of the audit, and the materials to be reviewed.
3. The written notice of audit shall be directed to the company's representative at the address stipulated by such representative.
4. The company may, within thirty (30) days of receipt of the customer's notice of audit, postpone commencement by written notice for a period not to exceed fifteen (15) days, but only for good cause. The company shall also indicate the new date for commencement of said audit.
5. Upon completion of the audit, the customer's auditors are to provide an oral report of their findings to the company prior to their departure, followed by a letter within thirty (30) days confirming findings.

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SWITCHED ACCESS SERVICE

SECTION 6 - BILLING AND COLLECTION (CONT'D)

6.2 RECORDING SERVICE (Cont'd)

6.2.4 Payment Arrangements and Audit Provision (Cont'd)

B. Payment of Expense

Each party shall bear its own expenses in connection with the conduct of an audit. Special data extractions required by the customer for its representative to conduct the audit will be paid for by the customer. "Special data extraction" for auditing purposes shall mean programming, clerical and computer time required to create an output record (from existing data files) that cannot normally be created from current software programs in the production program library.

C. Requests for Examinations

1. In addition to audits, the customer, or its representatives, may request, from time to time, the opportunity to conduct an examination, as defined in (2) following. The company will make reasonable efforts to accommodate requests for examination and to cooperate in the conduct of an examination.
2. An "examination" shall, for purposes of this section, constitute a reasonable inquiry on a single issue or a specific topic related to billing and collection service for a stated reason.

Upon concurrence by both parties that errors or omissions exist, adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit.

D. Audit Provision

All information received or reviewed by the customer or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purposes.

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SWITCHED ACCESS SERVICE

SECTION 6 - BILLING AND COLLECTION (CONT'D)

6.2 RECORDING SERVICE (Cont'd)

6.2.4 Payment Arrangements and Audit Provision (Cont'd)

E. Minimum Period and Minimum Monthly Charges

The minimum period for which recording service without sorting is provided and for which charges apply is one month.

F. Changes to Special Orders

When a customer requests material changes to a pending special order for recording service, the pending special order will be canceled and the requested changes will be undertaken if they can be accommodated by the company under a new special order. A new special order charge will apply.

6.2.5 Rate Regulations

The special order charge as provided in Section 7.1.1(D) applies for each special order accepted by the company for recording service or for a subsequently requested change.

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SWITCHED ACCESS SERVICE

SECTION 6 - BILLING AND COLLECTION (CONT'D)

6.3 BILLING NAME AND ADDRESS SERVICE

Billing Name and Address (BNA) service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the company.

BNA service is provided for the sole purpose of permitting the customer to bill its telephonic communications services to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The customer may not use BNA information to bill for merchandise, gift certificates, catalogs, or other services or products.

BNA services is provided on both a manual and a mechanized basis. On a manual basis, the information will be provided by voice telecommunications or by mail, as appropriate. On a mechanized basis, the information will be entered on magnetic tape containing recorded customer messages.

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SWITCHED ACCESS SERVICE

SECTION 6 - BILLING AND COLLECTION (CONT'D)

6.3 BILLING NAME AND ADDRESS SERVICE (CONT'D)

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the company's database. In addition, BNA information for messages originated from data terminal numbers (DTNs) of data communications services is furnished on a manual basis only.

6.3.1 Undertaking of the Company

- A. A request for information on over 100 and up to 500 telephone numbers should be mailed to the company. The company will provide the response by first class U.S. Mail within ten (10) business days.
- B. Upon receipt of a magnetic tape of recorded customer messages, the company will, at the request of the customer, provide BNA service on a mechanized basis. The tape of messages may be provided by the customer or, where the customer subscribes to recording service as set forth in 8.2 preceding, may be the output from that service. The company will enter the BNA information on the recorded message tape and send the tape to the customer by first class U.S. Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.
- C. The company will provide a response to customer-provided tapes by mail within six (6) business days of receipt. The company will process and mail tapes which are the output of recording service every fifth business day.
- D. The company will specify the format in which requests and tapes are to be submitted.
- E. The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the company customer records information system, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the company will provide an indicator on the confidential records.

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SWITCHED ACCESS SERVICE

SECTION 6 - BILLING AND COLLECTION (CONT'D)

6.3 BILLING NAME AND ADDRESS SERVICE (CONT'D)

6.3.1 Undertaking of the Company (Cont'd)

- F. The company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

6.3.2 Obligations of the Customer

- A. With each order for BNA service, the customer shall identify the authorized individual and address to receive the BNA information.
- B. A customer which orders BNA service on a mechanized basis and which intends to submit tapes of record messages for processing must provide the company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.
- C. The customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those customer personnel or agents with a need to know the information. The customer must handle all billing name and address information designated as confidential by the company in accordance with the company's procedures concerning confidential information. The company will provide to the customer a statement of its procedures concerning confidential information.
- D. The customer shall not publicize or represent to others that the company jointly participates with the customer in the development of the customer's end user records, accounts, databases or market data, records, files and databases or other systems it assembles through the use of BNA service.

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SWITCHED ACCESS SERVICE

SECTION 6 - BILLING AND COLLECTION (CONT'D)

6.3 BILLING NAME AND ADDRESS SERVICE (CONT'D)

6.3.2 Obligations of the Customer (Cont'd)

- E. When the customer orders BNA service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the company. The company will designate the number obtained by subtracting the projected interstate percentage from 100 (100-projected interstate percentage = intrastate percentage) as the projected intrastate percentage. This whole number percentage will be used by the company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth below.

Effective on the first of January, April, July, and October of each year the customer may update the jurisdictional report. The customer shall forward to the company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June, and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e. February, May, August, and November). No prorating or backbilling will be done based on the report. If the customer does not supply the report, the company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the company will assume the percentages to be the same as those provided in the order for service.

- F. The company shall use reasonable efforts to provide accurate and complete lists. The company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

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SWITCHED ACCESS SERVICE

SECTION 6 - BILLING AND COLLECTION (CONT'D)

6.3 BILLING NAME AND ADDRESS SERVICE (CONT'D)

6.3.3 Rate Regulations

- A. Service Implementation Charges as provided in Section 7.1.1(A) apply for the initial establishment of BNA service on a manual basis, for the initial establishment of BNA service on a mechanized basis and for establishment of a master BNA list for a customer.
- B. A Customer Message charge as provided in Section 7.1.7 applies for each request for BNA information for a telephone number or DTN number on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis.

The company will keep a count of the requests and of the messages processed. The company will bill the customer in accordance with these counts whether or not the company was able to provide BNA information for all request and messages.
- C. Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in the rate schedule following will apply to each such message.
- D. Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the company between interstate and intrastate. The percentages provided in the reports as set forth in 6.3.3(C) preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (i.e., requests or messages processed) chargeable rate elements, multiply the intrastate percent of messages times the stated tariff rate.
- E. When a customer cancels an order for BNA service after the order date, the service establishment charge applies.

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SWITCHED ACCESS SERVICE

SECTION 7 – RATES AND CHARGES

7.1 ACCESS SERVICE

| | | |
|-------|----------------------------|--|
| 7.1.1 | <u>Service Orders</u> | <u>Nonrecurring Charge Per Line or Trunk</u> |
| A. | Service Order Charge | \$110.00 |
| B. | Service Date Change | \$46.00 |
| C. | Design Change | \$46.00 |
| D. | Special Order Charge | \$245.00 |
| E. | Cancellation Fee | \$1,500.00 |
| 7.1.2 | <u>Carrier Common Line</u> | <u>Per Access Minute</u> |
| | Originating | \$0.000000 |
| | Terminating | \$0.000000 |

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SWITCHED ACCESS SERVICE

SECTION 7 – RATES AND CHARGES (Cont'd)

7.1 ACCESS SERVICE (Cont'd)

7.1.3 Local Transport

| | <u>Non-Recurring</u> | <u>Monthly Recurring</u> |
|--------------------------------------|--------------------------|------------------------------|
| A. <u>Entrance Facility</u> | | |
| Per DS1 arrangement | | |
| Verizon-PA Exchanges | \$290.00 | \$145.00 |
| Verizon-North Exchanges | \$290.00 | \$145.00 |
| CenturyLink Exchanges | \$290.00 | \$104.00 |
| B. <u>Direct Trunk Transport</u> | | |
| | <u>Fixed</u> | <u>Per Mile</u> |
| Voice Grade | \$16.00 | \$2.50 |
| DS1 | \$75.00 | \$25.00 |
| DS3 | \$900.00 | \$180.00 |
| C. <u>Tandem Switched Transport</u> | | |
| | <u>Per Access Minute</u> | |
| Tandem Switching | \$0.000983 | |
| | <u>Fixed</u> | <u>Per Mile</u> |
| Tandem Transport | \$0.000195 | \$0.000045 |
| D. <u>Multiplexing</u> | | |
| Entrance Facility | <u>Non-Recurring</u> | <u>Monthly Recurring</u> |
| Per arrangement | \$435.00 | \$118.00 |
| E. <u>Shared Network Arrangement</u> | <u>Non-Recurring</u> | |
| Per service Order | \$40.00 | |
| F. <u>Connection Charge</u> | | |
| Per line or trunk | \$20.00 | |

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SWITCHED ACCESS SERVICE

SECTION 7 – RATES AND CHARGES (Cont'd)

7.1 ACCESS SERVICE (Cont'd)

7.1.3 Local Transport

G. Non-Chargeable Optional Features

1. Supervisory Signaling

SF Supervisory Signaling arrangement
- Per Transmission Path

E&M Type I Supervisory Signaling arrangement
- Per Transmission Path

E&M Type II Supervisory Signaling arrangement
-Per Transmission Path

E&M Type III Supervisory Signaling arrangement
- Per Transmission Path
2. Customer specification of the receive transmission level at the first point of switching within a range acceptable to the Company (available with FGB)
- Per Transmission Path
3. Customer specification of Local Transport Termination

Four-wire termination in lieu of two-wire termination (available with FGB)
- Per Transmission Path
4. Signaling System 7
- Per signaling connection arranged
5. 64 kbps Clear Channel Capability
- Per Transmission Path

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SWITCHED ACCESS SERVICE

SECTION 7 – RATES AND CHARGES (Cont'd)

7.1 ACCESS SERVICE (Cont'd)

7.1.4 Local Switching

| | |
|-------------|------------|
| Originating | \$0.006212 |
| Terminating | \$0.006212 |

7.1.5 Toll Free Data Base Access Service

| | |
|------------------------------|------------|
| Basic Toll Free Access Query | |
| Per Query | \$0.003089 |

7.1.6 Information Surcharge

| | |
|------------|------------|
| Per Minute | \$0.000000 |
|------------|------------|

7.1.7 Billing Name and Address

| | |
|-----------------------------------|--------------------------|
| Recording, per customer message | \$0.034 |
| BNA Service Establishment Charge | \$110.00 (Non-recurring) |
| Query Charge per Telephone Number | \$0.25 |

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