

COMPETITIVE LOCAL CARRIER

2.0 RULES

No. 1 Definitions

8YY Originating – Feature Group D originating usage dialed with the following NPAs: 800, 888, 877, 866, 855, 844, 833, 822, or other NPAs as they become available to the industry for the provision of Toll Free services.

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Access Code - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 101XXXX, 950-0XXX, or 950-1XXX.

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

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

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

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

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

Automatic Number Identification (ANI) – The Multi-Frequency (MF) signaling parameter that identifies the billing number of the calling party.

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

Bits Per Second (bps) - The number of bits transmitted in a one second interval.

Calling Party Number (CPN) – The SS7 signaling parameter that identifies the subscriber line number or directory number of the calling party.

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

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Senior Manager

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COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 1 Definitions, (Cont'd.)

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

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

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

Charge Number (CN) – The SS7 signaling parameter that identifies the billing telephone number of the calling party.

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

Collocation - Carrier facilities and/or equipment located in the same building -- generally a LEC central office.

Commission - The California Public Utilities Commission.

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

Company - Denotes XO Communications Services, LLC (formerly XO Communications Services, Inc. and /or any Concurring Carriers.

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Company's Network - Equipment, cabling, and/or connections owned, leased or otherwise used by the Company or the Company's agents to provide service to the Customer pursuant to this tariff.

Customer - The person, firm, corporation, government entity, or other entity which subscribes to or uses, and is therefore responsible for the payment of charges and compliance with the Company's regulations, the services offered under this tariff, including both Interexchange Carriers (IXCs) and End Users, and other carriers or providers that originate or terminate Toll VoIP-PSTN Traffic, or otherwise exchange Toll VoIP-PSTN Traffic with the Company. .

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

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 1 Definitions, (Cont'd.)

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

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

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

End User - Any customer of an intrastate communications service that is not a common carrier; provided that a common carrier other than a telephone company shall be deemed to be an "end user" when such common carrier uses a communications service for administrative purposes, and a person or entity that offers communications service exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

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

Entrance Facility - An Entrance Facility provides the communication path between a Customer's premises and the Company for the sole use of the Customer.

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Entry Switch - First point of switching.

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 1 Definitions, (Cont'd.)

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

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

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

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

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

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

Holidays - New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Interstate - For the purpose of this tariff, the term Interstate applies to the regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more location in the United States and one or more international locations.

Internet Protocol (IP) Signaling – A packet data-oriented protocol used for communications call signaling information.

Intrastate Communications - Any communications which originates and terminates within the same state.

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

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

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 1 Definitions, (Cont'd.)

Message - A Message is a Call as defined above.

Multi-Frequency (MF) Signaling - An in-band signaling method in the which call signaling information is transmitted between network switches using the same voice band channel used for voice.

N/A - Not Applicable.

Non-8YY Originating – Feature Group B or D originating usage that is not dialed with the following NPAs: 800, 888, 877, 866, 855, 844, 833, 822, or other NPAs as they become available to the industry for the provision of Toll Free services.

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

Off-Net - Customer or End User locations not capable of being served directly by the Company's existing network facilities.

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

On-Net - Customer or End User locations capable of being served directly by the Company's existing network facilities.

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

Point of Presence - The physical location of an interexchange carrier's facilities.

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

Premises - Denotes a building or buildings on contiguous property (except railroad right-of-way, etc.) not separated by a public highway.

Toll Free - Toll Free is a service for which the toll charges for completed calls are paid by the toll free subscriber, rather than the calling party.

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Toll VoIP–PSTN Traffic –Interexchange voice traffic that (1) is exchanged with the Company in Time Division Multiplexing (“TDM”) format over Public Switched Telephone Network (“PSTN”) facilities and (2) originates and/or terminates in IP format when it originates from and/or terminates to an end user of a service that requires IP-compatible customer premises equipment.

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 2 Description of Service

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 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 and to terminate calls from a customer designated Premises to an End User's Premises.

The application of rates for Switched Access Service is described herein.

When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

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

At the Company's sole discretion, trunks may be differentiated by type and directionality of traffic carried over a Switched Access Service arrangement.

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

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

- Local Transport
- Switching (Either End Office Switching **OR** Tandem Switching)
- Toll-Free 8XX Data Base Access Service
- Optional Features

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COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 3 Application for Service

This section sets forth the regulations for Access Service Requests (ASR) for Switched Access Service, as defined in this tariff. In those cases where the Customer has used Company's Switched and Special Access Service* without the submission of an ASR, the Customer is responsible for the payment for such services under the terms and conditions of this tariff.

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All services offered under this tariff will be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

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

- S Customer name and Premises address(es);
- S Billing name and address (when different from Customer name and address); and
- S Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

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

- S Standard Interval
- S Negotiated Interval

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

***Effective May 8, 2020, Special Access Services are no longer available to new customers. Moves, additions, or changes will no longer be permitted for existing customers.**

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COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 3 Application for Service, (Cont'd.)

The Standard Interval for Switched Service will be 10 business days from the Application Date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

The Company will negotiate a Service Date interval with the Customer when:

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

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 4 Contracts

[Copies of contracts no longer required as part of the tariff under Decision 90-08-032, August 8, 1990.]

Contracts will only be used in special circumstances for Individual Case Basis ("ICB") service offerings. Customer and Company can enter into a contract for Switched Access service. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer that places an order within 90 days of their effective date.

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COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 5 Special Information Required On Forms

No special notations are required to appear on agreements, contracts, bills, or deposit receipts.

No. 6 Establishment and Re-establishment of Credit

Allegiance may require Customers or potential customers to provide information pertaining to their financial ability to pay for service. Allegiance may deny service to Customers who do not provide the requested information or who fail to meet Allegiance's financial criteria. If service was discontinued for non-payment of charges, Allegiance may request additional information from the Customer and reserves the right to collect an advance payment and/or deposit prior to re-establishing service.

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 7 Deposits

1. The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established credit and has no history of late payments to the Company.
2. A deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's requirement as to the prompt payment of bills.
3. At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. After the Customer has established a one year prompt payment record, such a deposit will be refunded or credited to the customer account at any time prior to the termination of the provision of the service to the Customer.
4. In case of a cash deposit, for the period the deposit is held by the Company, simple annual interest will be applied to the deposit for the number of days from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the customer's account or the date the deposit is refunded by the Company. Deposits held will accrue interest at a rate specified by the California Public Utilities Commission or at the rate of 3% per annum if the CPUC has not specified a rate.
5. If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

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COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 7 Deposits, (Cont'd.)

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

No. 8 Notices

Any notice the Company may give to a Customer shall be deemed properly given when delivered, if delivered in person, when deposited with the U.S. Postal Service.

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 9 Rendering and Payment of Bills

The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in: 1) a paper format, 2) where available, a paper format bill summary with a computer disk to provide the detailed information of the bill, 3) where available, computer disk only, 4) where available, via electronic transmission. Such bills are due upon receipt regardless of the media utilized. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage or new installations. Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum service period will be prorated to the number of days based on a 30 day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of billing.

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

All bills for service provided to the Customer by the Company are due and payable upon receipt, and are payable in immediately available funds. The bill will be past due 30 days after the date printed on the invoice. If such payment due date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Customer as follows.

1. If such payment due date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday date following such Sunday or Legal Holiday. If such payment due date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 9 Rendering and Payment of Bills, (Cont'd.)

2. Further, if any portion of the payment is received by the Company after the payment due date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due the Company. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be 1.5% per month (.0005 per day) or 18% annually, or the maximum amount allowed by law whichever is lower. The late factor will be applied for the number of days from the payment due date to and including the date that the Customer actually makes the payment to the Company.

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 10 Disputed Bill Procedure

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for the disputed services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

1. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
2. If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth preceding.
3. In the event that the Company agrees to refund a credit by check or wire transfer, interest will be applied up to and including the date of issuance for either the check or wire transfer.
4. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.
5. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late penalty as set forth preceding.

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 11 Discontinuance and Restoration of Service

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

Cancellation by the Customer:

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.

Cancellation by the Company:

1. For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 60 days overdue.
2. For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 11 Discontinuance and Restoration of Service, (Cont'd.)

Cancellation by the Company (Cont'd.):

3. For any violation of law or of any of the provisions governing the furnishing of service under this tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.
4. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.

Restoration of service:

1. If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected and the Customer pays a deposit at Company's discretion. Nonrecurring charges apply to restored services.
2. Restoration of disrupted services shall be in accordance with applicable California Public Utilities Commission and/or Federal Communications Commission Rules and Regulations, which specify the priority system for such activities.

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 12 Optional Rates and Information to be Provided the Public

Customers will be promptly notified of new, revised or optional rates available to them from Allegiance. Pertinent information regarding XO's service is available upon request and open to public inspection by inquiring in person or writing to:

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XO Communications Services, LLC
13865 Sunrise Valley Dr.
Herndon, VA 20171

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No. 13 Temporary Service

From time to time, Allegiance may agree to install temporary service for a Customer for demonstration purposes only. Such service will not be continued for more than 30 days. Calls placed by Customers on such temporary service will be subject to the rates and regulations provided in this tariff.

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 14 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company Facilities may be undertaken by the Company on a reasonable-efforts basis at the request of the Customer. Special construction is that construction undertaken:

1. where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
2. of a type other than that which the Company would normally utilize in the furnishing of its services; or
3. over a route other than that which the Company would normally utilize in the furnishing of its services; or
4. in a quantity greater than that which the Company would normally construct; or
5. on an expedited basis; or
6. on a temporary basis until permanent facilities are available; or
7. involving abnormal costs; or
8. in advance of its normal construction; or
9. when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.

Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

Rates and charges shall be based on the costs incurred by the Company and may include any one or any combination of the following:

1. Nonrecurring Charges;
2. Recurring Monthly Rates; and/or
3. Termination Liabilities.

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 14 Special Construction, (Cont'd.)

Special Construction costs may include one or more of the following items to the extent that they are applicable:

1. The installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed cost includes but may not be limited to the cost of:
 - A. equipment and materials provided or used;
 - B. engineering, labor and supervision;
 - C. transportation;
 - D. rights of way; and shipping and delivery.
2. cost of maintenance;
3. 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;
4. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
5. license preparation, processing and related fees;
6. tariff preparation, processing and related fees;
7. any other identifiable costs related to the facilities provided; or
8. an amount for return and contingencies.

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 15 Moves

A move of services involves a change in the physical location of one of the following:

- The point of termination at the Customer's premises
- The Customer's premises

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below.

1. 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.

2. 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.

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 16 Service Rearrangements

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

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

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

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 17 Service Connections and Facilities on Customers' Premises

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

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 18 Measurement of Service

When charges for calls are mileage sensitive, airline mileage is computed as described below.

Calls are measured and rounded to the higher full minute from the serving wire center of the Customer's originating location to the serving wire center of the destination of the call, regardless of Company routing. The distance between the serving wire center origination point and that of the destination point is calculated by using the "V" and "H" coordinates as defined by Bell Communications Research (BellCore) and NECA Tariff FCC No. 4 in the following manner:

Step 1 Obtain the "V" and "H" coordinates for the originating and terminating wire centers.

Step 2 Obtain the difference between the "V" coordinates of each of the serving wire centers. Obtain the difference between the "H" coordinates.

Step 3 Square the differences obtained in Step 2.

Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 Divide the sum of the squares obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results.

Step 6 Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the airline mileage of the call.

$$\sqrt{\frac{|v_1 v_2|^2 + |h_1 h_2|^2}{10}}$$

Formula:

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd.)

No. 19 Measurement of Access Minutes

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center - (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

- No. 20 **Rate Zone** - a geographic area that comprises a specific Incumbent Local Exchange Carrier's (ILEC's) operating territory within the state. All usage rates and charges will be assessed based on the operating territory of the Incumbent Local Exchange Carrier ("ILEC") from which a call originates or to which a call terminates. Zone 1 is the operating territory of Pacific Bell Telephone Company. Zone 2 is the operating territory of Frontier Telephone Companies (Tariff FCC No. 14). For those calls that originate or terminate in any area of the state not within an identified zone, the Zone 1 rates will apply.

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