Application of Tariff

A. GENERAL

This tariff sets forth the terms, conditions, and pricing for collocation services under which the Telephone Company offers to provide to any requesting Competitive Local Exchange Company (CLEC) pursuant to Section 251 of the Act. The services contained herein are in addition to those being provided and/or available on an individual contract basis between the Telephone Company and the CLEC.

Failure of the Telephone Company to enforce or insist upon compliance with any provision of this tariff shall not constitute a waiver of its right to enforce future compliance with that provision or compliance with any other provision hereof.

No retroactive changes or declarations will be accepted with respect to the rating, re-rating, or reclassification of existing services.

B. REGULATIONS

1. Scope

A CLEC, its customer, joint user, or authorized user may not assign, or transfer the service, without the written consent of the Telephone Company. The Telephone Company will permit a CLEC to transfer its existing service to another CLEC if the existing CLEC has paid all charges owed to the Telephone Company.

2. Lawful Use

a. The service provided under this tariff shall not be used for an unlawful purpose.

b. The Telephone Company reserves the right to discontinue service without notice or refuse service because of abuse or fraudulent use of service. The Telephone Company will seek legal recourse as it deems necessary in order to recover any costs incurred as a result of such abuse or fraudulent use of service. Abuse or fraudulent use of service includes, but is not limited to, the following actions:

(1) Fraudulent end user orders for transfer of service.

(2) Fraudulent use of the Telephone Company's network in association with a collocation arrangement.

Application of Tariff

B. REGULATIONS (Cont'd)

3. Title Ownership Rights

The payment of rates and charges by CLECs for the services offered under the provisions of this tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized respectively by the Telephone Company in the provision of such services.

4. Responsibility of the Telephone Company

a. The Telephone Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.

b. The provision of services by the Telephone Company as set forth in this tariff does not constitute a joint undertaking with the CLEC for the furnishing of any service.

5. Provision of Service

a. The use, installation and restoration of services shall be in accordance with Part 64.401, Appendix A, of the FCC's rules and regulations, which specifies the priority system for such activities. Subject to compliance with those rules, where a shortage of facilities or equipment exists at any time, either for temporary or protracted periods, the services offered herein will be provided to CLECs on a first-come, first-served basis.

b. Collocation services are offered under the provisions of this tariff subject to availability.

c. The Telephone Company reserves the right to refuse an application for service made by, or for the benefit of, a former CLEC, its majority or minority owners or affiliates who are indebted to the Telephone Company for any telephone service previously furnished, until the indebtedness is satisfied.

In the event that service is connected for a CLEC who is indebted to the Telephone Company for service previously furnished to the CLEC, the Telephone Company will notify the CLEC in writing via Certified US Mail, that the service will be terminated by the Telephone Company unless the CLEC satisfies the indebtedness within 10 days of the date of the CLEC's receipt of such written notification.

Application of Tariff

B. REGULATIONS (Cont'd)

6. Discontinuance of Collocation Services for Cause

a. The Telephone Company may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

(1) Upon non-payment of any sum owed to the Telephone Company for more than thirty days beyond the date of rendition of the bill for service, or upon violation of any terms or conditions governing the furnishing of collocation service, the Telephone Company may on thirty days' advance notice in writing to the CLEC discontinue the furnishing of new or existing collocation services.

(2) Without notice, in the event of a violation of any regulation governing collocation services.

(3) Without notice, in the event of a violation of any law, rule or regulation of any government authority having jurisdiction over the service.

(4) In the event of fraudulent use of the Telephone Company's network, the Telephone Company may discontinue service without notice and/or seek legal recourse to recover all costs involved with the enforcement of this provision.

7. Responsibility of the CLEC

a. Scope

(1) The services provided under this tariff shall be maintained by the Telephone Company. The CLEC or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Telephone Company, other than by connection or disconnection to any interface means used, except with the written consent of the Telephone Company.

(2) The CLEC, its customer, joint user or authorized user may not assign or transfer the use of services provided under this tariff without the expressed written consent of the Telephone Company; however, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to the following individual(s) or parties:

From one CLEC to another CLEC, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services.

Application of Tariff

B. REGULATIONS (Cont'd)

7. Responsibility of the CLEC (Cont'd)

a. Scope (Cont'd)

(3) In all cases of assignment or transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer. The acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

(4) The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

(5) Signals applied to a metallic facility shall conform to the limitations set forth in the appropriate publication.

In order to protect the Telephone Company's facilities and personnel, and the services furnished by the Telephone Company to other CLECs from potential harmful effects, the signals applied to the Telephone Company's service shall not cause damage to the facilities of the Telephone Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Telephone Company, channels or facilities of others, shall be provided at the CLEC's expense.

b. Ownership of Facilities

Facilities utilized by the Telephone Company to provide service under the provisions of this tariff shall remain the property of the Telephone Company.

c. Relationships With other Carriers

The CLEC is responsible to establish and maintain its own business relationship with ICs, cellular carriers, independent telephone companies, and other CLECs for purposes of provisioning, billing, and conducting its general business.

d. Facility and Equipment Standards

Any facility, equipment or labor provided or used by the CLEC or its vendor which utilizes the property of the Telephone Company must comply with Telephone Company vendor approval and certification standards.

Application of Tariff

B. REGULATIONS (Cont'd)

8. Force Majeure

Reciprocal Responsibilities

a. Neither party shall be liable for any delay or failure in performance of any obligation under this tariff (other than an obligation to make money payments) from any cause beyond its reasonable control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, strikes, equipment failure, power blackouts, Y2K anomalies, volcanic action, major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation carriers (each a force majeure event). If any such event occurs, the party delayed or unable to perform shall give prompt notice to the other party and shall take all reasonable steps to mitigate the effects of such event. During the duration of the event, the duties of the parties under this tariff affected by the event shall be abated and, upon cessation of such event, shall resume as promptly as reasonably practicable, without liability thereafter. With respect to all events covered by and addressed in this Section, the Telephone Company will restore service to customers without regard to whether it is a Telephone Company or CLEC customer. With respect to all events covered by and addressed in this Section, the Telephone Company shall provide nondiscriminatory access from the collocation entrance to the designated physical collocation arrangement.

b. Notwithstanding Section 2.B.11., no delay or other failure to perform shall be excused pursuant to this Section by the acts or omissions of a party's subcontractors, material-persons, suppliers or other third persons providing products or services to such party unless such acts or omissions are themselves the product of a force majeure event, or unless such delay or failure and the consequences thereof are beyond the reasonable control and without the fault or negligence of the party claiming excusable delay or other failure to perform.

c. Neither party shall be liable for any act or omission of any other entity furnishing to the other party facilities, equipment, or services used in conjunction with the services provided in this tariff. Nor shall either party be liable to the other party for any damages or losses due to unauthorized use of the services provided under this tariff.

Application of Tariff

B. REGULATIONS (Cont'd)

9. Customer Notification and Coordination

a. The Telephone Company may, where such action is reasonably required in the operation of its business, perform the following actions:

(1) Substitute, change or rearrange any facilities used in providing service under this tariff.

(2) Change minimum protection criteria.

(3) Change operating or maintenance characteristics of facilities.

(4) Change operations or procedures of the Telephone Company.

b. In the case of any such substitution, change or rearrangement, the transmission parameters will be within the range specified for the individual services involved. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any CLEC furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the CLEC will be given adequate notice in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Telephone Company will work cooperatively with the CLEC to determine reasonable notification requirements.

The Telephone Company is not responsible for any additional costs incurred by the CLEC as a result of such changes, substitution or rearrangements.

c. Refusal and Discontinuance of Service

(1) If the CLEC fails to comply with the rules and regulations of this tariff including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on 30 days' written notice by Certified U.S. Mail to the person designated by the CLEC to receive such notices of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service at any time thereafter. If the Telephone Company does not refuse additional applications for service on the date specified in the 30 days notice, and the CLEC's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service without further notice.

B. REGULATIONS (Cont'd)

9. Customer Notification and Coordination (Cont'd)

c. Refusal and Discontinuance of Service (Cont'd)

(2) If the CLEC fails to comply with the rules and regulations of this tariff including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on 30 days' written notice by Certified U.S. Mail to the person designated by the CLEC to receive such notices of noncompliance, discontinue the provision of the services involved at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Telephone Company does not discontinue the provision of the services involved on the date specified in the 30 days notice, and the CLEC's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to discontinue the provision of the services involved without further notice.

10. Confidential Information

The Telephone Company will hold in confidence information provided to it by the CLEC and information known to the Telephone Company as a result of the interconnection of equipment contained in the central office to the Telephone Company facilities and services, if such information is of a competitive nature. Similarly, the CLEC is to hold in confidence information provided to it by the Telephone Company and information known to the CLEC as a result of its presence in Telephone Company locations if such information is of a competitive nature. Neither party is obligated to hold in confidence the following information:

a. That information which was already known to the party free of any obligation to keep it confidential.

b. Information that was or becomes publicly available by other than authorized disclosure.

c. Information that was rightfully obtained from a third party not obligated to hold such information in confidence.

Application of Tariff

B. REGULATIONS (Cont'd)

11. General Responsibilities of the Interconnecting Parties

a. Each party hereby retains the right to exercise full control of and supervision over its own performance of its obligations hereunder, and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each party will be solely responsible for all matters relating to payment of such employees, including the payment of and compliance with social security taxes, withholding taxes and all other regulations governing such matters. Subject to the limitations on liability hereto and except as otherwise expressly provided herein, each party shall be responsible for its own acts and the performance of all obligations imposed by all applicable federal, state or local statutes, laws, rules, regulations, codes, orders, decisions, injunctions, judgments, awards and decrees [collectively, (i) Applicable Laws in connection with its activities, legal status and property, real or personal, and (ii) the acts of its own affiliates, employees, agents, and contractors during the performance of that party's obligations hereunder]. Neither this tariff, nor any actions taken by the Telephone Company or the requesting CLEC in compliance with this tariff, shall be deemed to create an agency, joint venture, or other relationship between the Telephone Company and the requesting CLEC of any kind, other than that of purchaser and seller of services. Neither this tariff, nor any actions taken by the Telephone Company or the requesting CLEC in compliance with this tariff, shall create a contractual, agency, or any other type of relationship or third-party liability between the Telephone Company and the requesting end user or others.

b. The parties may exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnection required to assure traffic completion to and from all customers in their respective designated service areas.

c. Neither party shall use any service related to or in connection with any of the telecommunications services provided hereunder 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 carriers or to either party's customers or end users. The Telephone Company may discontinue or refuse service if the CLEC violates this provision. The Telephone Company will provide notice, if possible, at the earliest practicable time.

d. Each party is solely responsible for the services it provides to its customers and to other CLECs.

Application of Tariff

B. REGULATIONS (Cont'd)

11. General Responsibilities of the Interconnecting Parties (Cont'd)

e. In addition to the obligations of the parties to maintain insurance coverage at all times during the term, each party shall keep and maintain in force, at their own expense, all insurance required by law (e.g., workers compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident and automobile liability with coverage for bodily injury and for property damage. Upon request from the other party, each party shall provide to the other party evidence of such insurance (which may be provided through a program of self-insurance).

f. Nothing herein shall prevent the requesting CLEC from purchasing elements or services under existing Telephone Company tariffs. Any such elements or services purchased by the requesting CLEC will be provided at the prevailing tariffed rates.

g. The Telephone Company will, where practicable, notify the requesting CLEC that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuances, the requesting CLEC will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.

12. Bona Fide Request Process (BFR)

The following process is utilized by the Telephone Company to consider requests for new collocation offerings.

a. The Telephone Company shall promptly consider and analyze requests for new collocation offerings through the submission of a BFR hereunder.

b. A BFR shall be submitted in writing and shall include accurate and complete information and a technical description.

c. The requesting CLEC may cancel a BFR at any time, but shall pay the Telephone Company's reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation.

d. Within ten business days of its receipt, the Telephone Company shall acknowledge receipt of the BFR.

Application of Tariff

B. REGULATIONS (Cont'd)

12. Bona Fide Request Process (BFR) (Cont'd)

e. Except under extraordinary circumstances, within thirty days of its receipt of a BFR, the Telephone Company shall provide to the requesting CLEC a preliminary report including analysis of such BFR. The preliminary analysis shall confirm that the Telephone Company will offer the collocation offering or will provide a detailed explanation that it is not technically feasible and/or that the request does not qualify to be provided under the Act. If the request is found to be valid, the preliminary report shall include a time and cost estimate for completion of the detailed report.

f. Unless the parties otherwise agree, the requested collocation offering must be priced in accordance with Section 252(d)(1) of the Act.

g. As soon as feasible, but no later than ninety days after its receipt of authorization to proceed with developing the BFR, the Telephone Company shall provide to the requesting CLEC a detailed report containing the complete BFR quote which will include, at a minimum, a description of each request, the availability, the applicable rates and the installation intervals.

h. Within ninety days of receipt of the detailed report (BFR quote), the requesting CLEC must either confirm its order for the BFR pursuant to the BFR quote or seek arbitration by the Public Service Commission (“Commission”) pursuant to Section 252 of the Act.

i. If one party believes that the other party is not requesting, negotiating or processing the BFR in good faith, or disputes a determination or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.