SWITCHED ACCESS SERVICE

B. REGULATIONS

1. Undertaking of the Company

1.1 Scope: Access Service consist of furnishing access service in connection with one-way and/or two way information transmission between points within the Continental United States under the terms of this tariff.

1.2 Shortage of Equipment or Facilities

1.2.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's Fiber Optic Cable facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required, at the sole discretion of the Company.

1.2.3 The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

1. Undertaking of the Company (Continued)

1.3 Terms and Conditions

1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until cancelled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.

1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

1.3.4 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 1.3.5 below.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

1. Undertaking of the Company (Continued)

1.3 Terms and Conditions (Continued)

1.3.5 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

1.3.6 A Customer shall not: (i) use any service mark or trade mark either of the Company or any of its affiliated companies or of which the Company or any of its affiliated companies is a licensee, or (ii) refer to the Company or any of its affiliated companies in connection with any product, equipment, offering, promotion or publication of the Customer or of a third party on behalf of or with the authorization of the Customer, without the written approval of the Company and its pertinent affiliated company. Customer agrees that: (i) any use of Company mark(s) by it is for the benefit of the Company; (ii) all good will resulting therefrom vests solely in the Company; and, (iii) it will neither have nor make any claim in or to such mark(s).

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

1. Undertaking of the Company (Continued)

1.4 Liability of the Company

1.4.1 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, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section B.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

1.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed $1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section B.6, the Company's liability, if any, shall be limited as provided herein.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

1. Undertaking of the Company (Continued)

1.4 Liability of the Company (Continued)

1.4.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one of more of these federal, state, or local governments, or of any military authority; preemption of existing services to restore service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

1.4.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's customers facilities or equipment used for interconnection with Access Service; or (b) for the acts or omissions of other Common Carriers or warehousemen.

1.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

1.4.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

1. Undertaking of the Company (Continued)

1.4 Liability of the Company (Continued)

1.4.7 The Company shall not be liable for any defacement of or damage to the Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

1.4.8 Notwithstanding the Customer's obligations as set forth in Section B.3.2 below, the Company shall be indemnified, defended,and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including:

- claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and,
- patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others;
- all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

1. Undertaking of the Company (Continued)

1.4 Liability of the Company (Continued)

1.4.9 The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this tariff, including:

- claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications;
- patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User or another Interexchange Carrier; or
- all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff.

1.4.10 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

1.4.11 The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

1.4.12 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

1. Undertaking of the Company (Continued)

1.4 Liability of the Company (Continued)

1.4.13 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

1. Undertaking of the Company (Continued)

1.4 Liability of the Company (Continued)

1.4.14 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon 10 days written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

1.4.15 The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein, unless it is due to the gross negligence of the Company.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

1. Undertaking of the Company (Continued)

1.4 Liability of the Company (Continued)

1.4.16 With respect to Telecommunications Relay Service (TRS), any service provided by Company which involves receiving, translating, transmitting or delivering messages by telephone, text telephone, a telecommunications device for the deaf, or any other instrument over the facilities of Company or any connecting Carriers, Company's liability for the interruption or failure of the service shall not exceed an amount equal to the Company's charge for a one minute call to the called station at the time the affected call was made.

1.5 Notification of Service Affecting Activities

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. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

1. Undertaking of the Company (Continued)

1.6 Provision of Equipment and Facilities

1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

1.6.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

1.6.3 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

1.6.4 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.

1.6.5 The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer's Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

1. Undertaking of the Company (Continued)

1.6 Provision of Equipment and Facilities (Continued)

1.6.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:

(a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or

(b) the reception of signals by Customer provided equipment; or.

(c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment

1.6.7 The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

1.6.8 The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Service, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

1. Undertaking of the Company (Continued)

1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual locations. In such cases, charges based on cost of the actual labor, material, or 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.

1.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

(a) where facilities are not presently available and there is no other requirement for the facilities so constructed;

(b) of a type other than that which the Company would normally utilize in the furnishing of the services;

(c) where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;

(d) where facilities are requested in a quantity greater than that which the Company would normally construct;

(e) where installation is to be on an expedited basis;

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

1. Undertaking of the Company (Continued)

1.8 Special Construction (Continued)

(f) on a temporary basis until permanent facilities are available;

(g) installation involving abnormal costs; or

(h) in advance of its normal construction schedules.

Special construction charges for Switched Access Service will be determined as described in Section E.4.5 following.

1.9 Ownership of Facilities

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

2. Prohibited Uses

2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2 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 FCC regulations, policies, orders, and decisions.

2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

3. Obligations of the Customer

3.1 The Customer shall be responsible for:

(a) the payment of all applicable charges pursuant to this tariff;

(b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omission of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;

(c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;

(d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of Fiber Optic Cable and associated equipment used to provide Access Service to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 3.1(c) above. Any 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 subsection prior to accepting an order for service;

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

3. Obligations of the Customer (Continued)

3.1 (Continued):

(e) 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 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 (e.g., friable asbestos) prior to any construction or installation work;

(f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible for obtaining under Section B.3.1(d) above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and

(g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

3. Obligations of the Customer (Continued)

3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for:

(a) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

(b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

3.3 Jurisdictional Reporting

3.3.1 Percent Interstate Usage (PIU): The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service via an Access Service Request (ASR), the Customer must provide the Company with a report of its Projected Percent Interstate Usage (PIU). In addition, the Customer must provide the Company with an auditable PIU report in each calendar quarter following installation of service. The Customer must provide the PIU report in whole numbers. The PIU report will be used by the Company to apportion the Customer's use and/or charges between interstate and intrastate service. If the Customer fails to provide the required PIU report, the PIU factor will be determined as set forth in 3.3.1.1 below and shall not be retroactively adjusted if the Customer provides the factor at a later date.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

3. Obligations of the Customer (Continued)

3.3 Jurisdictional Reporting (Continued)

3.3.1 Percent Interstate Usage (PIU) (Continued):

3.3.1.1 Effective on the first of January, April, July and October of each year the Customer shall update the PIU factor and report the results to the Company (Quarterly PIU Report). The Quarterly PIU Report will be based on the Customer's traffic in the preceding 3-month period (calendar quarter) ending the last day of December, March, June and September (calendar quarter), respectively, and shall serve as the basis of the PIU factor to be used for the next calendar quarter.

3.3.1.1.1 If the Customer does not provide the Company a Quarterly PIU Report, the Company will assume the PIU factor to be the same as specified in the Quarterly PIU Report most recently provided by the Customer. If a Customer has never provided the Company a Quarterly PIU Report or the Customer is a new customer, the Company will assume the PIU factor to be the same as specified in the Access Service Request, except, if the Company can reasonably determine jurisdiction by the Customer's monthly call detail, the Company will determine the Customers' PIU on a monthly basis. If a Customer has never provided the Company a Quarterly PIU Report and has never provided a PIU factor in a Access Service Request, the Company will set the Customer's PIU factor on a default basis as 50 percent interstate and 50 percent intrastate traffic for the next calendar quarter.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

3. Obligations of the Customer (Continued)

3.3 Jurisdictional Reporting (Continued)

3.3.1 Percent Interstate Usage (PIU) (Continued):

3.3.1.2 Originating Access: Originating access minutes may be based on traffic originating at the State, LATA or Local Switching Center level, provided that the traffic being measured is only traffic originating from the Company Local Switching Center(s). Originating access minutes will be measured as follows, based on type of access:

3.3.1.2.1 For Feature Group D Switched Access Service(s), as defined in Section D.1.1.1, where the Company can determine jurisdiction by its call detail, the projected Percent Interstate Usage (PIU) will be developed by the Company of a monthly basis by dividing the measured interstate originating access minutes by the total originating access minutes.

3.3.1.2.2 For Feature Group D with 950 Access, as defined in Section E.4.3.1(e), the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of originating access minutes.

3.3.1.2.3 For 500, 700, 8XX, Toll Free 8YY Transit Traffic Service, calling card and operator service access, the Customer must provide the Company with a projected PIU factor for each type of access. Customers who provide a PIU factor shall supply the Company with an interstate percentage of originating access minutes. The Company will apply the PIU filed by the Customer for 8XX to the 8YY Transit Traffic delivered to Customer.

3.3.1.3 Terminating Access: For Feature Group D Switched Access Service(s), the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Section 3.3.1.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

3. Obligations of the Customer (Continued)

3.3 Jurisdictional Reporting (Continued)

3.3.2 Percent Local Usage (PLU): The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service via an Access Service Request (ASR), the Customer must provide the Company with a report of its Projected Percent Local Usage (PLU). In addition, the Customer must provide the Company with an auditable PLU report in each calendar quarter following installation of service. The Customer must provide the PLU report in whole numbers. The PLU report will be used by the Company to apportion the Customer's use and/or charges between exchange and intrastate service. If the Customer fails to provide the required PLU report, the PLU factor will be determined as set forth in 3.3.2.2 below and shall not be retroactively adjusted if the Customer provides the factor at a later date.

3.3.2.1 Effective on the first of January, April, July and October of each year the Customer shall update the PLU factor and report the results to the Company (Quarterly PLU Report). The Quarterly PLU Report will be based on the Customer's traffic in the preceding 3-month period (calendar quarter) ending the last day of December, March, June and September (calendar quarter), respectively, and shall serve as the basis of the PLU factor to be used for the next calendar quarter.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

3. Obligations of the Customer (Continued)

3.3 Jurisdictional Reporting (Continued)

3.3.2 Percent Local Usage (PLU) (Continued):

3.3.2.1 (Continued)

3.3.2.1.1 If the Customer does not provide the Company a Quarterly PLU Report, the Company will assume the PLU factor to be the same as specified in the Quarterly PLU Report most recently provided by the Customer. If a Customer has never provided the Company a Quarterly PLU Report or the Customer is a new customer, the Company will assume the PLU factor to be the same as specified in the Access Service Request, except, if the Company can reasonably determine jurisdiction by the Customer's monthly call detail, the Company will determine the Customers' PLU on a monthly basis based on call detail. If a Customer has never provided the Company a Quarterly PLU Report and has never provided a PLU factor in a Access Service Request, the Company will set the Customer's PLU factor on a default basis as 50 percent exchange and 50 percent intrastate traffic for the next calendar quarter.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

3. Obligations of the Customer (Continued)

3.3 Jurisdictional Reporting (Continued)

3.3.3 Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data used to determine the projected PIU factor within 30 days of the Company's request.

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages.

3.3.3.1 The Company reserves the right to conduct an audit of the Customer's PIU Report and PLU Report. The Company and/or the Customer may request an audit of the PIU Report or the PLU Report within 6 months of the Company's receipt the PIU Report and/or PLU Report, as applicable. Such request must be made on no less than ten days written notice to the other party. Audits shall be conducted during normal business hours at the office of the party being audited. Such audit must be performed by an independent auditor mutually agreed to by the parties. Independent auditor cost will be paid for by the party which requests the audit.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

4. Customer Equipment and Channels

4.1 In General

A Customer may transmit or receive information or signals via the facilities of the Company.

4.2 Station Equipment

4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer 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 impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section B.6 following is not applicable.

4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

4. Customer Equipment and Channels (Continued)

4.3 Interconnection of Facilities

4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Service and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.

4.3.2 Access Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

4.4 Inspections

4.4.1 Upon reasonable notification to the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 4.2.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action is 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 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. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

5. Payment Arrangements

5.1 Payment for Service: The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

5.1.1 Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Service. If an entity other than the Company (e.g. another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's Non-Recurring Charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

5.1.2 A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state.[1] This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

[1] Pending the conclusion of any challenge to a jurisdiction's right to impose a gross receipts tax, the Company may in its sole discretion elect to impose and collect a surcharge covering such taxes, unless otherwise constrained by court order or direction, or it may elect not to impose and collect the surcharge. If it has collected a surcharge and the challenged tax is found to have been invalid and unenforceable, the Company, in its sole discretion, will either reduce service rates for a fixed period of time in the future in order to flow - through to Customers an amount equivalent to the funds collected or it will credit or refund such amounts to affected Customers (less its reasonable administrative costs), if the funds collected were retained by the Company or if they were delivered over to the taxing jurisdiction and later returned to the Company, or negotiate an arrangement with the taxing jurisdiction that benefits Customers in the jurisdiction in the future.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

5. Payment Arrangements (Continued)

5.1 Payment for Service (Continued):

5.1.3 If billing systems or other support is not available for a service, feature, surcharge, or other charge element at the time of service provision, the Company will bill for that service, feature, surcharge, or other charge element as soon as it is capable of doing so.

5.1.4 Service-related credit amounts due the Customer that are related to, or based on, service usage will be applied before the application of taxes; and service-related credit amounts due the Customer that are not related to, or based on, service usage will be applied after the application of taxes.

5.2 Billing and Collection of Charges

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued during the preceding billing period. All bills for services provided to or on behalf of the Customer by the Company are due in immediately available funds.

5.2.1 Non-Recurring Charges are payable when the service for which they are specified has been performed. Recurring Charges which are not dependent on usage will be billed in advance of the month in which service is to be provided. The Company shall bill Non-Recurring Charges and Recurring charges monthly to the Customer.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

5. Payment Arrangements (Continued)

5.2 Billing and Collection of Charges (Continued)

5.2.2 All charges are due and payable within 30 days after the invoice date.

5.2.2.1 If the payment due date would cause payment to be due on a Saturday, Sunday or Holiday (New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed Federal government holiday), the payment due date shall be as follows:

5.2.2.1.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following that day; and,

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

5.2.3 Charges which are billed on a monthly recurring basis apply each month or fraction thereof.

5.2.4 Billing of the Customer by the Company will begin on the Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

5.2.5 Amounts not paid within 30 days after the date of invoice will be considered past due and subject to the following late payment provisions.

5.2.5.1 Late Payment Charges: Amounts not paid on or before thirty (30) days from invoice date shall be considered past due, and Customer agrees to pay to the Company the lesser of: (a) an annual interest rate of eighteen percent (18%); or (b) the maximum amount allowed by law.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

5. Payment Arrangements (Continued)

5.2 Billing and Collection of Charges (Continued)

5.2.6 If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days less than 30 days after the date of the invoice and make such payments in cash or the equivalent of cash.

5.2.7 If a Customer does not give the Company written notice of a dispute with respect to the Company's charges within two years from the date the invoice was rendered, such invoice shall be deemed to be correct and binding on the Customer.

5.2.8 If a service is disconnected by the Company in accordance with Section 5.6 following and later restored, restoration of service will be subject to all applicable installation charges.

5.2.9 Billing Disputes: If the customer disputes a bill, the Customer must document its claim to the Company in writing. For purposes of this tariff, the dispute date is the date on which the Customer presents sufficient documentation to support a claim.

5.2.9.1 Sufficient documentation consists of, but is not limited to, the following information, where such information is relevant to the dispute and available to the Customer:

The nature of the dispute (i.e., alleged incorrect rate, alleged incorrect minutes of use, etc.), including the basis for the Customer's belief that the bill is incorrect;

The type of usage (i.e., originating or terminating);

The Company end office where the minutes of use originated or terminated (if applicable);

The number of minutes in dispute;

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

5. Payment Arrangements (Continued)

5.2 Billing and Collection of Charges (Continued)

5.2.9 Billing Disputes (Continued):

5.2.9.1 (Continued)

The billing account number(s) (BANs) assigned by the Company;

The dollar amount in dispute;

The date of the bill(s) in question;

Circuit number or complete system identification and DS3 system identification if the dispute concerns a Connecting Facility Assignment (CFA) on a DS1. Line number, trunk number and Two Six Code (TSC) should also be provided;

Purchase Order Number (PON) and dates involved (due date or as-of date) for disputes involving order activity and what the Customer believe is incorrect (e.g. non-recurring charge, mileage, circuit identification) and why they believe it to be incorrect (not received, not ordered, incorrect rate, etc.) For order activity disputes documentation should include traffic reports, billing cycle, and, is the service is shared, both main and shared service BANs. Line number, trunk number and Two Six Code as well as end-office identification should also be provided; and/or,

Any other information necessary to facilitate dispute resolution.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

5. Payment Arrangements (Continued)

5.2 Billing and Collection of Charges (Continued)

5.2.9 Billing Disputes (Continued):

5.2.9.1 (Continued)

If additional information from the Customer would assist in resolving the dispute, the Customer may be requested to provide this information. This data may include, but is not limited to, summarized usage data by time of day. The request for such additional information shall not affect the dispute date established by this section.

5.2.9.2 The date of resolution shall be the date on which the Company completes its investigation of the dispute, notifies the Customer of the disposition and, if the billing dispute is resolved in favor of the Customer, applies the credit for the amount of the dispute resolved in the Customer's favor to the Customer's bill, including the disputed amount interest credit, as appropriate.

5.2.9.3 Application of Late Payment Charges and Interest Credits to Disputed Amounts: Any payments withheld pending settlement of the dispute shall be subject to the late payment charges set forth in Section 5.2.5 preceding. The Company will resolve the dispute and assess interest credits or late payment charges to the Customer as follows:

5.2.9.3.1 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 credits or late payment charges will apply to the disputed amounts.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

5. Payment Arrangements (Continued)

5.2 Billing and Collection of Charges (Continued)

5.2.9 Billing Disputes (Continued):

5.2.9.3 Application of Late Payment Charges and Interest Credits to Disputed Amounts (Continued):

5.2.9.3.2 If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement will be subject to the late payment charge set forth in Section 5.2.5.

5.2.9.3.3 If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive a credit from the Company for the disputed amount plus interest at a rate of .0005 percent, compounded daily from the date of payment to the resolution date.

5.2.9.3.4 If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or late payment charges will apply to the disputed amount.

5.3. Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier Is Involved

All Recurring and Non-Recurring Charges for services provided by each Exchange Carrier are billed under each company's applicable tariffs. Under a Meet Point Billing arrangement, the Company will only bill for charges for traffic carried between the Company Local Switching Center and the End User.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

5. Payment Arrangements (Continued)

5.3. Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier Is Involved (Continued)

The multiple billing arrangement described in this section is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD), except that the Company will not bill for local transport as described in MECAB. The Company will bill the Tandem Connect (as defined in Section D.1.3.2) rate elements as specified in this Tariff.

The Company must notify the Customer of : 1) the meet point billing option that will be used; 2) the telephone company(s) that will render the bill(s); 3) the Carrier(s) to whom payment should be remitted; and 4) the Carrier(s) that will provide the bill inquiry function. The Company shall provide such notification at the time orders are placed for Access Service. Additionally, the Company shall provide this notice in writing 30 days in advance of any changes in the arrangement.

The Company will handle the ordering, rating and billing of Access Services under this tariff where more than one Exchange Carrier is involved in the provision of Access Services, as follows:

5.3.1 The Company must receive an order for Feature Group D (FGD) Switched Access Service, as defined herein, ordered to the Company's Local Switching Center through a switch operated by another Exchange Carrier.

5.3.2 In addition, for FGD Switched Access Service ordered to the Company's Local Switching Center through a switch operated by another Exchange Carrier with whom the Company has an agreement, the Customer may be required to submit an order as specified by the Exchange Carrier which operates the switch.

5.3.3 Separate bills will be rendered by the Exchange Carriers for FGD access service.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

5. Payment Arrangements (Continued)

5.3. Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier Is Involved (Continued)

5.3.4 Rating and Billing of Service: Each company will provide its portion of the Access Service based on the regulations, rates and charges contained in its respective Access Service tariff, subject to the following rules, as appropriate:

a) The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved:

1) when rates and charges are listed on a per minute basis, the Company's rates and charges will apply to traffic originating from the Customer's Premises and terminating at the End User's Premises, and vice versa.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

5. Payment Arrangements (Continued)

5.4 Deposits

5.4.1 Applicants for service or existing Customers whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required in the Company's sole discretion at any time to provide the Company with a security deposit. The deposit requested will be in cash or the equivalent of cash, up to an amount equal to the applicable installation charges, if any, and/or up to three months' actual or estimated usage charges for service to be provided. Any applicant or Customer may also be required, at any time, whether before or after commencement of service, to provide such other assurances of, or security for, the payment of the Company's charges for its services as the Company may deem necessary, including, without limitation, advance payments for service, third party guarantees of payment, pledges or other grants of security interests in the Customer's assets and similar arrangements. The required deposit or other security may be increased or decreased by the Company as it deems appropriate in light of changing conditions. In addition, the company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. In case of a cash deposit, simple interest at a rate of 6 percent annually will be paid for the period during which the deposit is held by the Company unless a different rate has been established by the appropriate legal authority in the jurisdiction in which the Company service in question is provided. At the Company's sole discretion, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

5. Payment Arrangements (Continued)

5.4 Deposits (Continued)

5.4.2 In the Company's sole discretion, a deposit may be required in addition to an Advance Payment.

5.4.3 The charges set forth in this tariff for Channel terminations contemplate installations made in normal locations and under normal working conditions. Any installations to be made under other circumstances are subject to additional charges.

5.5 Refusal and Discontinuance of Service

5.5.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving prior written notice to the Customer as specified in Section 5.5.10.2, discontinue or suspend service without incurring any liability.

5.5.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

5.5.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

5.5.4 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

5.5.5 In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

5. Payment Arrangements (Continued)

5.5 Refusal and Discontinuance of Service (Continued)

5.5.6 If a Customer whose account has been closed has a credit balance showing, the Company will transfer the credit to another account of the Customer, if there is one, or will mail a check for the balance to the Customer if it believes it has a valid address. If the Company is not certain that it has a valid address, it will include a notice with the final invoice, which will be mailed to the Customer's last known address, asking the Customer to verify the address so that the Company can make a refund, or it will write to the Customer at that address and request verification. Such verification can be made by calling a designated telephone number or by writing to a specified address. Upon receiving verification, a check for the balance will be mailed. If the final invoice or the notification letter is returned by the post office as undeliverable, or if no response is received within thirty days of mailing, the Company will begin applying a closed account maintenance charge of $2.50 per month in the second monthly billing period following the month in which the account was closed, and will continue to apply that charge until the Customer requests a refund or the balance is exhausted.

5.5.9 Upon the Company's discontinuance of service to the Customer under Section 5.5.1 or 5.5.2 above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

5. Payment Arrangements (Continued)

5.5 Refusal and Discontinuance of Service (Continued)

5.5.10 When access service is provided by more than one company, the companies involved in providing the joint service may individually or collectively deny service to a Customer for nonpayment. Where the Company(s) affected by the nonpayment is incapable of effective discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other company(s) will, if technically feasible, assist in denying the joint service to the Customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the company initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the company whose Local Switching Center serves the Customer shall apply for joint service discontinuance.

5.5.11 In its sole discretion, the Company may discontinue the furnishings of any and/or all service(s) to a Customer, without incurring any liability:

5.5.11.1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 5.5.10.1. (a-h) if:

(a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or

(b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

5. Payment Arrangements (Continued)

5.5 Refusal and Discontinuance of Service (Continued)

5.5.11 (Continued)

5.5.11.1 (Continued)

(c) The Customer states that it will not comply with a request of the Company for Advance Payment in accordance with Section 5.4 above or for security for the payment for service(s) in accordance with Section 5.5.1 above; or

(d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used; or

(e) The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or

(f) The Customer uses, or attempts or use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:

(1) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or

(2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

(3) Any other fraudulent means or devices; or

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

5. Payment Arrangements (Continued)

5.5 Refusal and Discontinuance of Service (Continued)

5.5.11 (Continued)

5.5.11.2 Immediately upon written notice to the Customer of any sum thirty (30) days past due;

5.5.11.3 Immediately upon written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 5.5.1 above; or

5.5.11.4 Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period.

The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

5.6 Cancellation of Application for Service

5.6.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, charges will be imposed as specified in this Section and Section C.2.3.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

5. Payment Arrangements (Continued)

5.6 Cancellation of Application for Service (Continued)

5.6.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

5.6.3 The special charges described in 5.6.1 and 5.6.2 will be calculated and applied on an Individual Case Basis.

6. Allowances for Interruptions in Service

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this tariff, by the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 6.1 for the part of the service that the interruption affects.

6.1 Credit for Interruptions

6.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit, to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

6. Allowances for Interruptions in Service (Continued)

6.1 Credit for Interruptions (Continued)

6.1.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro-rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

6.1.3 For Switched Access Service, no credit will be allowed for an interruption of less than 24 hours. After the first 24 hour period, a credit equal to 1/30 of the Direct Connect facilities charges will be applied to each interruption which is in excess of twelve hours and up to 24 hours.

6.2 Limitations on Allowances

No credit allowance will be made for:

(a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;

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

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

(d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

6. Allowances for Interruptions in Service (Continued)

6.2 Limitations on Allowances (Continued)

(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 due to circumstances or causes beyond the control of the Company.

6.2.1 Use of Alternative Service Provided by the Company: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

6.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

7. Cancellation of Service

7.1 If a Customer cancels service before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 6.1 above), the Customer agrees to pay to the Company the following sums, which shall become due and owing as of the effective date of the cancellation or termination and shall be payable within the period set forth in Section B.5.2: all costs, fees, and expenses reasonably incurred in connection with 1) all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus 3) all Recurring Charges specified in the applicable Tariff for the balance of the then current term.

The terms and conditions specified in Section C.2.3 will apply for cancellation of an Access Service Request.

8. Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the company.

9. Notices and Communications

9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

9. Notices and Communications (Continued)

9.3 All notices or other communications required to be given pursuant to this tariff shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

10. Billing Name and Address: Billing Name and Address (BNA) provides a record of the billing name and address of an end user who has an Automatic Number Identification (ANI) recorded by the customer (interexchange carriers, operator service providers, enhanced service providers and any other provider of interstate telecommunication services) for telecommunication services rendered by the customer to its end user. The receipt of this information will allow the customer to provide its own billing to end users who may not have established a formal billing relationship with the customers.

BNA is provided for the purpose of permitting the Customer to bill it's telecommunications services to it's end users and may not be resold or used for any other purposes, 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.

10.1 Undertaking of the Company

(a) All requests for information must be by facsimile.

(b) The Company will specify the format in which requests are to be submitted.

(c) BNA will be provided for the ANI furnished by the customer to the extent a billing name and address exists in the Company's records. BNA will not be provided for those end users who have requested that their BNA not be disclosed for collect and billed third-party calls.

SWITCHED ACCESS SERVICE

B. REGULATIONS (CONTINUED)

10. Billing Name and Address (Continued):

10.2 Obligations of the Customer

(a) With each order for BNA, the customer shall identify the authorized individual, the address, and or the facsimile to receive the BNA information.

(b) The customer shall institute adequate internal procedures to insure that BNA information, including that related to "confidential" 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.

(c) 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, data bases or market date, records files and data bases or other systems it assembles through the use of BNA service.

10.3 Usage Rates: Billing Name and Address (BNA) customers will be assessed a per-record request charge for each BNA record the customer requests. This charge will billed to the customer on a monthly basis. The BNA per-record request charge applies regardless of whether the requested BNA record is available in the Company's information database.

Per-Record Request Rate

$0.75