TARIFF APPLICABLE TO

FURNISHING COMPETITIVE INTRASTATE ACCESS SERVICES

XO COMMUNICATIONS SERVICES, LLC

REGULATIONS, DESCRIPTIONS, AND RATES

BETWEEN WITHIN THE STATE OF MARYLAND

Kelly Faul – Regulatory Affairs Director
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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate switched and special access within the State of Maryland by XO Maryland, L.L.C. hereinafter referred to as ("the Company").

TARIFF FORMAT

A. **Page Numbering -** Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.

B. **Page Revision Numbers -** Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.

C. **Paragraph Numbering Sequence -** There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:

2
2.1
2.1.1
2.1.1.1

D. **Check Sheets -** When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION	PAGE	REVISION	
Title	Original		26	Original	51	1st Rev.	
1	Original		27	Original	52	1st Rev.	
2	Original		28	Original	53	Original	
3	17th Rev.	*	29	Original	54	Original	
4	Original		30	Original	55	1st Rev.	
5	1st Rev.		31	Original	56	1st Rev.	
6	Original		32	Original	57	1st Rev.	
7	1st Rev.		33	Original	58	Original	
8	2nd Rev.		34	Original	59	Original	
9	2nd Rev.		35	Original	60	Original	
10	3rd Rev.		36	Original	61	Original	
11	Original		37	Original	62	1st Rev.	
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19	Original		45	Original	69	1st Rev.	
20	Original		46	1st Rev.	70	Original	
21	Original		47	1st Rev.	71	1st Rev.	
22	1st Rev.		48	1st Rev.	72	1st Rev.	
22.1	4th Rev.		49	1st Rev.	73	10th Rev.	*
22.2	3rd Rev.		50	1st Rev.	74	10th Rev.	*
22.3	1st Rev.				75	Original	
22.4	1st Rev.				75.1	Original	
22.5	Original				76	Original	
22.6	2nd Rev.						
23	Original						
24	Original						
25	Original						

* - indicates those pages included with this filing

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SECTION 1 - GENERAL

1.1 Explanation of Symbols

C	-	To signify changed regulation effecting application in a rate
D	-	To signify deletion of rate or regulation
I	-	To signify increase in rate
M	-	To signify move of tariff material to different page or a different location on a page
N	-	To signify new rate or regulation
R	-	To signify reduction in rate
S	-	To signify reissued regulation
T	-	To signify text change in regulation that does not effect application of a rate
Z	-	To signify a correction

1.2 Application of the Tariff

1.2.1 This tariff governs the Carrier's services that originate and terminate in Maryland. Specific services and rates are described elsewhere in this tariff.

1.2.2 The Company's services are available to business (carrier) customers.

1.2.3 The Company's service territory is the State of Maryland.

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SECTION 1 – GENERAL, (CONT'D.)

1.3 Definitions

Acceptance or Accepted - Customer will be deemed to have given its "Acceptance" or to have "Accepted" a Service after the applicable test and accept procedures have been conducted which are set forth in Master Services Agreement, Exhibit 2 or the service exhibit(s) applicable to the service ordered. Joint testing and acceptance of a circuit shall take place three (3) business days prior to the requested start of Service Date and billing for a circuit will begin on the requested Service Date unless testing of the circuit has not met all applicable standards or the requested service date has been changed by Company. If a circuit has failed the testing process, billing will begin after the circuit has passed applicable circuit standards. If a Customer fails to permit Company to begin testing on a circuit within three days of the requested Service Date, billing will still begin on the requested Service date. If Company has tested a circuit pursuant to the procedures set forth on Appendix 1, such circuit meets the requirements set forth therein and Customer refuses to accept the circuit, billing for that circuit will still begin on the requested Service Date for that circuit.

Access Service - Switched or Special Access to the network of any Interconnecting Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR) - Access Service Request or "ASR" shall mean the capacity order for Service which delineates the type of Service, quantity of Circuits, location served, Point of Termination, protocols, Circuit term, requested Start of Service Date and other information necessary for the Company to provide Service to the Customer.

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

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

Bit - The smallest unit of a payment required before the start of service.

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

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

Circuit - The individual telecommunications facility included as part of the Service.

Commission - Maryland Public Service Commission

Company - XO Maryland, L.L.C., the issuer of this tariff, which is a Washington limited liability company.

Completed Call - A call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

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SECTION 1 – GENERAL, (CONT'D.)

1.3 Definitions, (Cont'd.)

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

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

Dedicated - A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

Duplex Service - Service which provides for simultaneous transmission in both directions.

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

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

Fiber Optic Cable - A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the Message.

Individual Case Basis (ICB) - Denotes service provided and performed by the Company involving special engineering, design, programming, development, or production activities to provide services not otherwise proved under this tariff. Rates and charges are developed based on the specific circumstances of the case.

Interconnection Facilities - All local access facilities between Customer's Point of Presence, the local exchange carrier's central office, the long-distance carrier's point of presence and the End-User sites.

Interconnecting Carrier - Any carrier that connects to the Company's network for exchange of communications traffic.

InterLATA Service - Service which originates within one Local Access Area Transport Area (LATA) and terminates in a different LATA.

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

IntraLATA Service - Service which originates and terminates within the same Local Access Transport Area (LATA).

Local Access - Local Access means the connection between a Customer premises and Company Point of Presence.

Mbps - Megabits per second.

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

Network - The telecommunications network of one of the Parties, as the context of the provision requires or as contemplated under this Agreement.

(Some material on this page was previously located on page 9.)

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SECTION 1 – GENERAL, (CONT'D.)

1.3 Definitions, (Cont'd.)

Network Services - The Company's telecommunications access services offered on the Company's Network.

Node: The Company office where all Customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

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

Non-Recurring Charges - The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time a Service Order is executed.

Off-Net Services - Service where one or both locations to be connected are not served by Company's network. Off-Net Services have a portion of the Services provided by another local access provider. In the instances where Company is able to provide Off-Net Services, the terms, conditions and pricing of such service are on an individual case basis ("ICB").

On-Net Services - Services which connect two locations served by Company's network. On-Net Services are provided entirely by Company.

PIU - Percent Interstate Usage

Point of Presence - "Point of Presence" or "POP" shall mean a specific location within a Local Access Transport Area (LATA) where Customer terminates and/or originates its service.

Point of Termination - The point at which Company's responsibility to provide equipment and service ends and where Customer's or Customer's End-User responsibilities begin, identified as the interface between Company and Customer at Customer's Point of Presence, the local exchange carrier's central office, a long-distance carrier's point of presence or End-User sites identified on the Access Service Request ("ASR").

Point to Point Service - Point to Point Service is an unswitched full time transmission service utilizing the Company's facilities to connect two or more Customer designated locations.

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

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

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SECTION 1 – GENERAL, (CONT'D.)

1.3 Definitions, (Cont'd.)

Residential Customer - A Customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.

Service - Any telecommunications service(s) provided by the Carrier under this tariff..

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The parties may mutually agree on a substitute Service Commencement Date. In any case, the Service Commencement Date is no later than the date that the Customer uses the Company's Service.

Service Order - The written request for Network Services executed by the Customer and the Company in the format devised by the Company or the use of company Services by the Customer. The signing of a Service Order by the Customer and acceptance by the Company or the use of Company Services by the Customer initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service calculated from the Service Commencement Date.

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

Special Access Service - Dedicated access between a Customer's Premises and another Point of Presence for the purpose of originating or terminating communications.

Station - A telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

Switched Access Service - Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications.

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

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

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

Access Services consist of furnishing communications service between carriers in connection with one-way and/or two-way information transmission between points within the State of Maryland.

2.1.1 Shortage of Equipment or Facilities

2.1.1.1 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.

2.1.1.2 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 to furnish service from time to time as required at the sole discretion of the Company.

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

2.1.2 Terms and Conditions

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

2.1.2.2 Customers will be required to enter into written Service Agreements that 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. Customers will also be required to execute any other documents as may be reasonably requested by the Company. Customer agrees to cooperate with Company to accomplish service activation by providing Company access to Customer's premises and facilitating testing and other service delivery requirements. If the Customer uses the Services, but does not execute a written Service Order, the Customer is deemed to have ordered the Services and is obligated to pay for the Services.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.2 Terms and Conditions, (cont'd.)

2.1.2.3 Company Service Agreements shall be effective upon complete execution by the parties. The term shall be set forth on the Service Order and shall commence on the date of execution. Company will notify Customer, in writing, sixty (60) days prior to the expiration of this plan, regarding the pending expiration of this Agreement. If the customer does not cancel Service by providing notice at least thirty (30) days before the end of the term, Company will automatically renew Service for a similar term at the rate set forth in this tariff. Provided, however, that in the event the period of time for a particular Service or Services to be provided by Service Provider to Customer pursuant to the ordering provisions described in the agreement extends beyond the effective date of termination, such Services(s) shall remain in effect for the agreed upon time of Service, subject to all of the terms and conditions of this Agreement as if it were still in effect with respect to such Service or Services. Any termination shall not relieve the Customer of its obligation to pay any charges incurred for Services used or ordered under this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service shall survive such termination. With respect to each Circuit provided to Customer under this Agreement, the term shall be as specified in the ASR for each Circuit but in no event less than one (1) year for both On-Net and Off-Net Circuits, unless otherwise agreed. If no term is specified in an ASR, it shall be one (1) year. In the event of early termination of this Agreement by Customer, or termination by Company for material breach, Customer shall pay Company all non-recurring charges reasonably expended to establish service to the Customer; any disconnect, early cancellation, or termination charges incurred and paid to third parties on behalf of customer; plus all recurring charges for the balance of the then current term.

2.1.2.4 Service may be terminated upon written notice to the customer if:

1. the Customer is using the service in violation of this tariff, or
2. the Customer is using the service in violation of the law.

2.1.2.5 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or its 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 .8 below.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.2 Terms and Conditions (cont'd.)

2.1.2.6 The Customer agrees to return to the Company all Company-provided equipment delivered to the 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, except for normal wear and tear.

2.1.2.7 Customer agrees to reimburse the Company, upon demand, for any reasonable costs incurred by the Company due to the Customer's failure to comply with this provision.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 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.

2.1.4 Provisions of Equipment and Facilities

2.1.4.1 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.

2.1.4.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may 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.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Provisions of Equipment and Facilities, (Cont'd.)

2.1.4.3 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.

2.1.4..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 provided it.

2.1.4.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer 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.

2.1.4.6 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. Subject to this responsibility, the Company shall not be responsible for:

2.1.4.7 the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or

2.1.4.8 the reception of signals by Customer-provided equipment.

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

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SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.5 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous 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.

2.1.6 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 effort basis at the request of the Customer. Special construction is that construction undertaken:

2.1.7.1 where Company facilities are not presently available, and Company agrees to construct those facilities;

2.1.7.2 of a type other than that which the Company would normally utilize in the furnishing of its services;

2.1.7.3 over a route other than that which the Company would normally utilize in the furnishing of its services;

2.1.7..4 in a quantity greater than that which the Company would normally construct;

2.1.7.5 on an expedited basis;

2.1.7.6 on a temporary basis until permanent facilities are available;

2.1.7.7 involving abnormal costs; or

2.1.7.8 in advance of its normal construction.

Special construction charges will be determined on an individual case basis.

2.1.7 Ownership of Facilities

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

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SECTION 2 – REGULATIONS, (CONT'D.)

2.2 Obligations of the Customer

2.2.1 The Customer shall be responsible for:

2.2.1.1 the payment of all applicable charges pursuant to this tariff;

2.2.1.2 reimbursing the Company for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, by the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

2.2.1.3 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 premises of the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

2.2.1.4 providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to 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;

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SECTION 2 – REGULATIONS, (CONT'D.)

2.2 Obligations of the Customer, (Cont'd.)

2.2.1 (cont'd.)

2.2.1.5 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 the Company's facilities and equipment in any Customer premises or the right-of-way for which Customer is responsible under section 2.3.1 2.3.1..4; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer 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

2.2.1.7 not creating or allowing to be placed any liens or other encumbrances on Company equipment or facilities.

2.2.1.8 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 Network Services to the Customer from the Company's designated point of termination or property line to the location of the equipment space. Any costs associated with the obtaining and maintaining of the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer;

2.2.2 Claims

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

2.2.2.1 any loss, destruction or damage to property of the Company or any third party, or the death 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

2.2.2.2 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 Company services and facilities in a manner not contemplated by the agreement between Customer and the Company.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.2 Obligations of the Customer, (Cont'd.)

2.2.3 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 to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

2.2.5 Upon reasonable notification to the customer, and at a reasonable time, 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 this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.2 Obligations of the Customer, (Cont'd.)

2.2.6 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein.

2.2.6.1 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). The Customer must provide the Company with a projected PIU factor on a quarterly basis, as specified below. Originating access minutes will be measured as follows, based on type of access:

(1) For Feature Group D Switched Access Services(s), as defined in Section 5.2.1, where the Company can determine jurisdiction by its call detail, the projected PIU will be developed by the Company on a quarterly basis by dividing the measured interstate originating access minutes by the total originating access minutes.

(2) For Feature Group D with 950 Access, as defined in Section 5.5.3, the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of originating access minutes.

(3) For 500, 700, 800, calling card and operator service access, the Customer must provide the Company with a projected PIU factor for each type of access. The Customer who provides a PIU factor shall supply the Company with an interstate percentage of originating access minutes.

(4) If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.2 Obligations of the Customer, (Cont'd.)

2.2.6 Jurisdictional Reporting, (cont'd.)

2.2.6.2 Terminating Access - For Feature Group D Switched Access Service, 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 2.2.6.4 below. If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis at the same percentage as the originating PIU.

2.2.6.3 Except where the Company measured access minutes are used as set forth in 2.2.6.2 above, the Customer reported projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below. The revised report will serve as the basis for future billing and will be effective on the next bill date.

2.2.6.4 Effective on the first day of January, April, July and October of each year the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first day of such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the Access Service Request.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.2 Obligations of the Customer, (Cont'd.)

2.2.6 Jurisdictional Reporting, (cont'd.)

2.2.6.5 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. The Customer will supply the data within 30 days of the Company 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. The Company reserves the right to conduct an audit at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

For Special Access Service*, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Company will ask the Customer to provide the data the Customer used to determine the certified interstate percentage. The Customer shall supply the data within 30 days of the Company request. The Customer shall keep records of system design and functions from which the percentage was determined, and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verifications of the percentages. **(C)**

2.2.6.6 Determination of Jurisdiction of Mixed Use Special Access Service*: **(C)**

When an ASR is submitted for interstate and intrastate Special Access Service* or the Customer uses such service, the Customer will provide to the Company an estimate of whether the interstate traffic will comprise more than 10 percent or less than 10 percent of total traffic. For existing services, the Customer is required to certify the jurisdiction of its service. **(C)**

(1) If the Customer estimates that the interstate traffic on the service involved constitutes more than 10 percent of the Customer's total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of XO Communications, Inc.'s Federal Access Tariff, F.C.C. No. 3.

(2) If the Customer estimates that the interstate traffic on the service involved constitutes 10 percent or less of the Customer's total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of this tariff.

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

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SECTION 2 – REGULATIONS, (CONT'D.)

2.2 Obligations of the Customer, (Cont'd.)

2.2.7 Identification and Rating of Toll VoIP-PSTN Traffic

A. Scope

1. Toll VoIP-PSTN Traffic is a Customer's interexchange voice traffic that (1) is exchanged with the Company in Time Division Multiplexing ("TDM") format over Public Switched Telephone Network ("PSTN") facilities and (2) originates and/or terminates in Internet Protocol (IP) format. Toll VoIP-PSTN Traffic originates and/or terminates in IP format when it originates from and/or terminates to an end user of a service that requires IP-compatible customer premises equipment.
2. In the absence of an agreement between the Company and the Customer specifying the treatment of Toll VoIP-PSTN Traffic, this section governs the treatment of Toll VoIP-PSTN Traffic pursuant to 47 C.F.R. § 51.913 and the Federal Communications Commission's orders adopting and amending those rules ("Section 51.913").

3. This section will be applied to identify intrastate Toll VoIP-PSTN Traffic exchanged with a Customer or its affiliate that is a local exchange carrier only to the extent that the Customer or its local exchange carrier affiliate has also implemented billing for intrastate Toll VoIP-PSTN Traffic in accordance with Section 51.913.

B. Rating of Toll VoIP-PSTN Traffic

All interstate Toll VoIP-PSTN Traffic and intrastate terminating Toll VoIP-PSTN Traffic will be billed at rates equal to the Company's relevant interstate switched access rates as provided in sections 5 and 6 of this tariff or XO Communications Services, LLC Tariff FCC No. 1, Section 6. (T)

Any intrastate originating Toll VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to the Company's relevant interstate originating switched access rates found in XO Communications Services, LLC Tariff FCC No. 1. (T) (T)

C. Calculation and Application of Percent-VoIP-Usage Factor

The Company will determine the number of intrastate originating Toll VoIP-PSTN Traffic minutes of use ("MOU") to which the relevant interstate originating switched access rates will be applied under section 2.2.7.B, above, by applying a Percentage VoIP Usage ("PVU") factor to the total intrastate originating switched access MOU sent by the Company to the Customer. The PVU will be derived and applied as follows:

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SECTION 2 – REGULATIONS, (CONT'D.)

2.2 Obligations of the Customer, (Cont'd.)

2.2.7 Identification and Rating of Toll VoIP-PSTN Traffic (Cont'd)

C. Calculation and Application of Percent-VoIP-Usage Factor (Cont'd)

1. The Customer will calculate and furnish to the Company a factor (the "PVU-C") representing the percentage of the total intrastate originating switched access MOU that the Customer receieves from Company in the state and terminates in IP format; This PVU-C shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information. (C) (C)

2. The Company will, likewise, calculate a factor (the "PVU-X") representing the percentage of the Company's total intrastate originating switched access MOU in the state that the Company originates on its network in IP format. This PVU-X shall be based on information, such as the number of the Company's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information. (C) (C)

3. The Company will use the PVU-C and PVU-X factors to calculate a PVU factor that represents the percentage of total intrastate originating switched access MOU sent by the Company to the Customer that is originated or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends. The PVU factor will be calculated as the sum of: (A) the PVU-C factor and (B) the PVU-X factor times (1.0 minus the PVU-C factor). (C) (C)

4. The Company will apply the PVU factor to the total intrastate originating switched access MOU sent to the Customer in order to determine the number of intrastate originating Toll VoIP-PSTN Traffic MOU. (C) | (C)

   Example 1: The PVU-C is 40% and the PVU-X is 10%. The PVU factor is equal to 40% + (10% x 60%) = 46%. The Company will bill 46% of the Customer's intrastate originating switched access MOU at the Company's tariffed interstate originating switched access rates. (C)

   Example 2: The PVU-C is 0% and the PVU-X is 10%. The PVU factor is equal to 0% + (10% x 100%) = 10%. The Company will bill 10% of the Customer's intrastate originating switched access MOU at the Company's tariffed interstate originating switched access rates. (C)

   Example 3: The PVU-C is 100%. No matter what the PVU-X factor is, the PVU is 100%. The Company will bill 100% of the Customer's intrastate originating switched access MOU at the Company's tariffed interstate originating switched access rates. (C) (C)

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SECTION 2 – REGULATIONS, (CONT'D.)

2.2 Obligations of the Customer, (Cont'd.)

2.2.7 Identification and Rating of Toll VoIP-PSTN Traffic (Cont'd)

5. The Customer shall not modify its reported PIU factor to account for Toll VoIP-PSTN Traffic.

6. The Customer shall retain any call detail, work papers and information used to develop the PVU-C factor for a minimum of one year.

7. If the Customer does not furnish the Company with a PVU-C pursuant to section 2.2.7.C.1, above, the Company will utilize a PVU-C equal to zero.

D. Initial PVU factor

1. If the PVU factor cannot be implemented in the Company's billing systems by July 1, 2014, once the factor can be implemented, the Company will adjust the Customer's bills to reflect the PVU factor retroactively to July 1, 2014. In calculating the initial PVU, the Company will take the Customer-specified PVU-C into account retroactively to July 1, 2014, provided that the Customer provides the PVU-C factor to the Company no later than October 15, 2014; otherwise, the Company will set the initial PVU-C equal to zero and calculate the PVU accordingly. (C) | | | (C)

2. The Company may choose to provide credits based on the PVU-C and PVU-X factors on a quarterly basis until such time as billing system modifications can be implemented.

E. PVU Factor Updates

1. The Customer may update the PVU-C factor quarterly using the method set forth in section 2.2.7.C.1, above. If the Customer chooses to submit such updates, it shall provide to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-C factor based on data for the prior three months, ending the last day of December, March, June, and September, respectively.

2. The Company may, likewise, update the PVU-X factor quarterly based on data for the prior three months.

3. The Company will use any revised PVU-C and/or PVU-X factors to calculate a revised PVU that will apply prospectively and serve as the basis for subsequent billing until superseded by a new PVU. No prorating or backbilling will be done based on the updated PVU-C or PVU-X factors.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.2 Obligations of the Customer, (Cont'd.)

2.2.7 Identification and Rating of Toll VoIP-PSTN Traffic (Cont'd)

F. PVU Factor Verification

1. Not more than twice in any year, the Company may request from the Customer an overview of the process used to determine the PVU-C factor, the call detail records, description of the method for determining how the end user originates or terminates calls in IP format, and other information used to determine the Customer's PVU-C factors furnished to the Company in order to validate the PVU-C factor supplied. The Customer shall supply the requested data and information within 30 days of the Company's request.
2. The Company may dispute the Customer's PVU-C factor based upon:
   (a) A review of the requested data and information provided by the Customer. (C)

   (b) The Company's review of other market information, FCC reports on VoIP lines, such as FCC Form 477 or state level results based on FCC Local Competition Report or other relevant data.

   (c) A change in the reported PVU-C factor by more than five percentage points from the preceding quarter.

3. If, after review of the data and information, the Customer and the Company agree upon a revised PVU-C factor, the Customer and the Company will begin using that revised PVU-C factor with the next bill period.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.2 Obligations of the Customer, (Cont'd.)

2.2.7 Identification and Rating of Toll VoIP-PSTN Traffic

F. PVU Factor Verification (Cont'd)

4. If the dispute is unresolved, the Company may initiate an audit. The Company shall limit audits of the Customer's PVU-C factor to no more than two times per year. The Customer may request that the audit be conducted by an independent auditor. In such cases, the associated auditing expenses will be paid by the Customer.

   (a) In the event that the Customer fails to provide adequate records to enable the Company or an independent auditor to conduct an audit verifying the Customer's PVU-C factor, the Company will bill the usage for all contested periods using the most recent undisputed PVU-C factors reported by the Customer. This PVU-C factor will remain in effect until the audit can be completed.

   (b) The Company will adjust the Customer's PVU-C factor based on the results of the audit and implement the revised PVU-C in the next billing period or quarterly report date, whichever is first. The revised PVU-C factor will apply for the next two quarters before new factors can be submitted by the Customer.

   (c) If the audit supports the disputed PVU-C factor submitted by the Customer, the usage for the contested periods will be adjusted to reflect such PVU-C factor.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.2 Obligations of the Customer, (Cont'd.)

2.2.8 Call Signaling

Depending on the signaling system used by the Customer in its network, the Customer's facilities shall transmit the following call signaling information, consistent with the requirements of 47 C.F.R. § 64.1600 et seq, as may be amended by the Federal Communications Commission, to the Company on traffic that the Customer delivers for termination on the Company's network. (C)

A. Signaling System 7 (SS7) Signaling

When the Customer uses SS7 signaling, it will transmit the Calling Party Number (CPN) or, if different from the CPN, the Charge Number (CN) information in the SS7 signaling stream.

B. Multi-Frequency (MF) Signaling

When the Customer uses MF signaling, it will transmit the number of the calling party or, if different from the number of the calling party, the Charge Number (CN) information in the MF Automatic Number Identification (ANI) field.

C. Internet Protocol (IP) Signaling

When the Customer uses IP signaling, it will transmit the telephone number of the calling party or, if different from the telephone number, the billing number of the calling party.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Liability of the Company

2.3.1 In view of the fact that the Customer has exclusive control over the use of Service and facilities furnished by the Company, and because interruptions and errors incident to the Services and to the use of such facilities of the Company are unavoidable, the services and facilities are furnished by the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff:

2.3.2 Service Irregularities

2.3.2.1 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects in transmission or failures or defects in facilities furnished Service or other facilities or representations or use of these Services or arising out of the failure to furnish, whether caused by acts of commission or omission and not caused by the negligence of the Customer, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the Service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission or failure or defect in facilities continues after notice and demand to Company. The extension of such allowances for interruption shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company.

2.3.2.2 The Company shall no be liable for any act or omission of any connecting carrier, underlying carrier or local exchange company except where the Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or Service; or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.

2.3.3 Claims of Misuse of Service

2.3.3.1 The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Liability of the Company, (Cont'd.)

2.3.3 Claims of Misuse of Service, (cont'd.)

2.3.3.2 The Company does not require indemnification from the Customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

2.3.4 Defacement of Premises

2.3.4.1 The Company is not liable for any defacement of, or damage to, the premises of a Customer (or authorized or joint user) resulting from the furnishing of services or the attachment of equipment and facilities furnished by the Company on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible

2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Company shall be indemnified, defended, and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or other party or, for any personal injury to or death of any person or persons and for any loss, damage, or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the Service and not due to the gross negligence or willful misconduct of the Company.

2.3.6 Service At Outdoor Locations

2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Liability of the Company, (Cont'd.)

2.3.7 Warranties

2.3.7.1 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS EITHER EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN AND ASSUMES NO OBLIGATION WITH RESPECT TO THE ENFORCEMENT OF ANY MANUFACTURER'S WARRANTIES AND GUARANTEES. NO DEFECT, UNFITNESS, OR OTHER CONDITION OF SYSTEM EQUIPMENT OR SERVICES SHALL RELIEVE CUSTOMER OF THE OBLIGATION TO PAY AND CHARGES HEREUNDER OR PERFORM ANY OTHER OBLIGATIONS UNDER THIS AGREEMENT.

2.3.7.2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warrantees or representation imposed by the Company should be upheld in a court of law.

2.3.8 Limitation of Liability

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

2.3.8.2 The Company shall not be liable or responsible for any special, consequential, exemplary or punitive damages or lost profits whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.

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

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SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Liability of the Company, (Cont'd.)

2.3.8 Limitation of Liability, (cont'd.)

2.3.8.4 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.

2.3.8.5 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.

2.3.8.6 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

2.3.8.7 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.

2.3.8.8 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with the Company's Service.

2.3.8.9 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

2.3.8.10 The Company shall not be liable for damages arising out of errors in or omissions from directories, nor will the Company be a party to controversies arising between customers or others as a result of listings in directories. The Company shall not be liable for damages arising out of errors in or omissions from directories when the listing information has been submitted by a Customer on behalf of its patron.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.4 Application for Service

2.4.1 Minimum Contract Period

2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new residential or single line business customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

2.4.1.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.

2.4.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

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SECTION 2 – REGULATIONS, (CONT'D.)

Reserved for Future Use

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SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment for Service

2.5.1 The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within thirty (30) days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

2.5.1.1 Taxes - The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, user fees, or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Services, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively. Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

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

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SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment for Service, (Cont'd.)

2.5.2 Billing and Collection of Charges

Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the Customer's bill. Billing will begin on the first day on which the Company notifies the Customer that the requested service or facility is available for use, unless the date is extended by the Customer's refusal in writing to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. In any case, the Service Commencement Date shall be no later than the first day that customer begins using the Service. If Customer notifies the Company in writing that it is not prepared to utilize the service or facility after the Company has notified the Customer that the requested service or facility is ready for use (for reasons other than those set forth above), the Company may begin billing the Customer thirty (30) days from the date on which the Company notified the Customer that the requested service or facility was available for use or the date upon which the Customer notifies the Company that they are ready to accept service, which ever is earlier. The Company may bill the Customer for any costs it has incurred in preparing its service for the original due date as well as any costs it will incur up until the date that the Customer accepts service.

2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable upon receipt or as specified on the Customer's bill.

i) From time to time, the Company will grant credits against usage or recurring charges per Customer account, per monthly billing period, whenever the Company determines, in its sole discretion, that such a credit is warranted due to consideration or disputes involving the delivery of past service to the Customer or account receiving the credit.

2.5.2.2 The Company shall present bills for Recurring Charges in advance and Usage monthly in arrears of the month in which service is provided.

2.5.2.3 For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.5.2.4 Checks with insufficient funds or non-existing accounts will be assessed a penalty fee of $25.00.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment for Service, (Cont'd.)

2.5.2 Billing and Collection of Charges (Cont'd)

2.5.2.5 Late Payment Charges

i) The Carrier agrees to abide by the regulations governing late payment charges as specified by COMAR 20.30.03. as amended from time to time.

ii) Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute.

iii) The company will consider delinquent and apply late payment charges on bills not paid within 20 days of the billing invoice date in the case of residential customers and within 15 days of the billing invoice date in the case of all non-residential customers in accordance with COMAR Sections 20.30.03.01A and 20.30.03.01B, respectively.

iv) Late payment fees will be computed at a rate not to exceed 1.5% per month, for the two nominal billing intervals and may not exceed 5% of the total original unpaid charges in compliance with COMAR 20.30.03.01.A(1).

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SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment for Service, (Cont'd.)

2.5.3 Disputed Bills

2.5.3.1 Customers may notify the carrier of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.

2.5.3.2 Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the customer to:

Office of External Relations
Maryland Public Service Commission
6 St. Paul Street
Baltimore, MD 21202

410-767-8028 (Office of External Relations)
410-767-8000 (Main PSC number)
1-800-492-0474 (Toll-free PSC number)

2.5.3.3 The company provides the following number (1-800-964-6398) for customers to contact the carrier in accordance with COMAR 20.45.04.02.B.

2.5.3.4 The company will not collect attorney fees or court costs from customers.

2.5.3.5 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

2.5.3.6 The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.4 Advance Payments

The Company reserves the right to require from a Customer advance payments of fixed charges and non-recurring charges. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the Customer's initial bill.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment for Service, (Cont'd.)

2.5.5 Deposits

2.5.5.1 The Carrier agrees to abide by the regulations associated with nonresidential customer deposits as specified by Code of Maryland Regulations 20.30.01. as amended from time to time.

2.5.5.2 In order to establish credit, the carrier may require an applicant for nonresidential service to demonstrate good paying habits by showing that the applicant:

i) Was a customer of a Maryland utility for at least 12 months within the preceding 2 years;

ii) Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;

iii.) Did not have service discontinued for nonpayment of a utility bill during the last 12 months that service was provided; and

iv) Did not fail, on more than two occasions during the last 12 months that service was provided, to pay a utility bill when it became due.

2.5.5.3 The Carrier agrees to abide by the regulations associated with residential customer deposits as specified by Code of Maryland Regulations 20.30.02. as amended from time to time.

2.5.5.4 In order to establish credit, a utility may require an applicant for residential service to demonstrate good paying habits by showing that the applicant:

i) Was a customer of a Maryland utility within the preceding 2 years;
ii) Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
iii) Did not have service discontinued for non-payment of a utility bill during the last 12 months that service was provided; and
iv) Did not on more than two occasions during the last 12 months that service was provided, fail to pay a utility bill when it became due.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment for Service, (Cont'd.)

2.5.5 Deposits, (cont'd.)

2.5.5.5 The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation

2.5.5.6 Deposits for establishment or reestablishment of credit will not be more than the estimated charge for service for two consecutive billing periods or ninety (90) days, whichever is less.

2.5.5.7 Advanced payments for installation costs or special construction will credited on the first bill in their entirety.

2.5.5.8 Customer deposits shall be maintained in a bank located in Maryland. Customers who make a deposit for service will receive interest, at a rate set on such deposit not less than the rate calculated by the method set forth in COMAR 20.30.01.04 (for non-residential customers) or COMAR 20.30.02.04 (for residential customers) as appropriate.

2.5.5.9 A deposit may be required in addition to an advance payment.

2.5.5.10 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment for Service, (Cont'd.)

2.5.6 Discontinuance of Service

2.5.6.1 Denial of Service Without Notice

The Company may discontinue service without notice for any of the following reasons:

i) Hazardous Condition. For a condition on the customer's premises determined by the Company to be hazardous.

ii) Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

iii) Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.

iv) Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.

v) Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.

2.5.6.2 Denial of Service Requiring Notice

The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than 10 days in which to remove the cause for denial:

i) **Non-compliance with Regulations -** For violation of or non-compliance with regulations contained in Code of Maryland Regulations 20.45.04, or for violation of or non-compliance with the Company's tariffs on file with the Commission.

ii) **Failure on Contractual Obligations -** For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Maryland Public Service Commission.

iii) **Refusal of Access -** For failure of the customer to permit the Company to have reasonable access to its equipment.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment for Service, (Cont'd.)

2.5.6 Discontinuance of Service (cont'd)

2.5.6.2 Denial of Service Requiring Notice (continued)

iv) Non-payment of Bill.

a) For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least 5 days, excluding Sundays and holidays in which to make settlement before his service is denied.

b) In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days notice may be given if necessary to protect the Company's revenues.

c) Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.

d) **Failure to Comply with Service Conditions -** For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

e) **Failure to Comply with Municipal Ordinances -** For failure to comply with municipal ordinances or other laws pertaining to telephone service.

f) **Failure to Pay Increased Deposit Required -** For failure of the customer to pay an increased security deposit when warranted by the Company to protect its revenue in accordance with Code of Maryland Regulations 20.45.04.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment for Service, (Cont'd.)

2.5.6 Discontinuance of Service (cont'd)

2.5.6.3 Insufficient Reasons for Denial of Service

i) The following may not constitute cause for refusal of service to a present or prospective customer:

a) Failure of a prior customer to pay for service at the premises to be serviced;

b) Failure to pay for a different class of service for a different entity;

c) Failure to pay the bill of another customer as guarantor of that bill;

d) Failure to pay directory advertising charges;

e) Failure to pay an undercharge as described in the Code of Maryland Regulations 20.45.04.01.D.(2); or

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SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment for Service, (Cont'd.)

2.5.6 Discontinuance of Service (cont'd)

2.5.6.3 Insufficient Reasons for Denial of Service, (continued)

i) (continued)

f) Failure to pay an outstanding bill that is over 7 years old, unless the:

i) Customer signed an agreement to pay the outstanding bill before the expiration of this period;

ii) Outstanding bill is for service obtained by the customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method; or

iii) Outstanding bill is for service obtained by the customer by means of an application made:

(a) In a fictitious name,
(b) In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,
(c) In the name of a third party without disclosing that fact or without bonafide authority from the third party, or
(d) Without disclosure of a material fact or by misrepresentations of a material fact.

iv) This regulation applies to both residential and nonresidential classes of service.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions of Service

2.6.1 Credit for Interruptions

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The Carrier agrees to abide by the regulations associated with interruptions in service as specified by Code of Maryland Regulations 20.45.05.09 as amended from time to time.

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. 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. The Company agrees to abide by the regulations associated with interruptions in service as specified by Code of Maryland Regulations 20.45.05.09 as amended from time to time.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions of Service, (Cont'd.)

2.6.2 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 (excluding underlying carrier) equipment;

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

(e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

(f) interruptions of service during any period when the Customer as 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.

2.6.3 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.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.7 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

2.8 Unlawful Use of Service

2.8.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.8.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.8.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.8.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

2.8.3 The Company may require applicants for service who intend to use the Company 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 Maryland Public Service Commission and Federal Communications Commission regulations, policies, orders, and decisions.

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

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SECTION 2 – REGULATIONS, (CONT'D.)

2.9 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

2.10 Telephone Solicitation by Use of Recorded Messages

2.10.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.11 Overcharge/Undercharge

(a) Overcharge/Undercharge provisions will be in accordance with COMAR 20.45.04.01.

(b) When a customer has been overcharged, the amount shall be refunded or credited to the customer.

2.12 Cancellation of Service

2.12.1. Cancellation of Order for Service

2.12.1.1 Where the Company permits the Customer to cancel an order for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.12.1.2 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 salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.12.1.3 The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

2.12.2 Cancellation of Service by the Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), 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 be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonable incurred in connection with

2.12.2.1 all Non-Recurring Charges reasonably expended by the Company to establish service to the Customer, plus

2.12.2.2 any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, plus

2.12.2.3 all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current Term.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.13 Transfer 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 .1 to any subsidiary, parent company or affiliate of the Company; .2 pursuant to any sale or transfer of substantially all the assets of the Company; or .3 pursuant to any financing, merger or reorganization of the Company.

2.14 Notices and Communications

2.14.1 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 Customer may also designate a separate address to which the Company's bills for service shall be mailed.

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

2.14.3 All notices or other communications required to be given pursuant to this tariff will 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.

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.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.15 Customer Equipment and Channels

2.15.1 In General

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

2.15.2 Station Equipment

Facilities and equipment to Company-owned facilities and equipment.

(a) Customer-provided terminal equipment on the Customer Premises, and the electric power consumed by such equipment shall be provided and maintained at the expense of the Customer.

2.15.3 Interconnection of Facilities

(a) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Network Services and the channels, facilities, or equipment of others, including Channel Service Units ("CSU") shall be provided at the Customer's expense.

(b) Access Services may be connected to the services or facilities of other communications companies only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications companies which are applicable to such connections.

2.15.4 Inspection and Testing

(a) Upon suitable notification to the Customer, and at a reasonable time, 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 this tariff for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided equipment.

(b) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. 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, provide the Customer with technical parameters that the Customer's equipment must meet.

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SECTION 3 - ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE* (C)

3.1 General

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched and Special Access Service*, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff. (C) In those cases where the Customer has used Company's Switched and Special Access Service* without the submission of an ASR, the Customer is responsible for the payment for such services under the terms and conditions of this tariff. (C)

3.1.1 Ordering Conditions

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

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

a. Customer name and Premise(s) address(es);
b. Billing name and address (when different from Customer name and address);
c. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiating, order confirmation, interactive design, installation and billing.

The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date, at the time the company gives the Customer a Firm Order Confirmation (FOC). The FOC is forwarded to the Customer within 2 business days after the date on which all information needed to process the ASR has been received by the Company.

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

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SECTION 3 - ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE*, (CONT'D.) **(C)**

3.1 General, (Cont'd.)

3.1.2 Provision of Other Services

Unless otherwise specified herein, all services offered under this tariff may be ordered with an ASR. In those cases, where the Customer has used Company's Services or has used additional services without the submission of an ASR, the Customer is responsible for the payment for such services under the terms and conditions of this tariff.

With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service. When added subsequently, charges for a Design Change as set forth in Section 6.3.3 .2 will apply when an engineering review is required.

Additional Engineering is not an ordering option, but will be applied to an ASR when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will be provided by the Company at the request of the Customer only when a Customer requests additional technical information after the Company has already provided the technical information included on the Design Layout Report as set forth herein. The Customer will be notified when Additional Engineering is required, and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineering, a firm order will be established. If the Customer does not want the service or facilities after being notified by the Company that Additional Engineering is required, the Customer may cancel the order and no charges will apply.

3.2 Access Order

An ASR may be required by the Company to provide a Customer both Switched and Special Access Service*, as described herein. An ASR will be required for each new similar service arrangement or group of common circuits. In those cases where the Customer has used Company's Switched and Special Access Service* or has obtained new similar services without the submission of an ASR, the Customer is responsible for the payment for such services under the terms and conditions of this tariff. **(C)** **(C)**

When a customer requests new or additional Switched Access Service, one or more ASRs may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

When placing an order for either Direct Connect Service or Tandem Connect Service, as described in Sections 5.2.2.1 and 5.2.2.2, respectively, the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional service for an existing service type. For new Customers ordering Tandem Connect Service, the Customer will only be required to complete an ASR for installation of new service.

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

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SECTION 3 - ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE*, (CONT'D.) **(C)**

3.2 Access Order, (Cont'd)

3.2.1 Access Service Date Intervals

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

Standard Interval
Negotiated Interval

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

3.2.1.1 Standard Interval

The Standard Interval for Switched and Special Access Service* will be 10 business days from the Application Date. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer premises. Access Services provided under the Standard Interval will be installed during Company business hours. **(C)**

3.2.1.2 Negotiated Interval

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

1) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or

2) There is no existing facility connecting the Customer Premises with the Company; or

3) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or

4) The Company determines that Access Service cannot be installed within the Standard Interval.

3.2.2 Access Service Request Modifications

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

Any increase in the number of Special Access Service* Channels, Switched Access Service lines, trunks, transport facilities, Out of Band Signaling connections or any change in engineering or functionality of a service will be treated as a new ASR with a new Service Date Interval. **(C)**

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

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SECTION 3 - ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE*, (CONT'D.) **(C)**

3.2 Access Order, (Cont'd)

3.2.2 Access Service Request Modifications

3.2.2.1 Service Commencement Date Changes

ASR service dates for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the original Service Commencement Date by more than 30 calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Change Charge will apply. In addition, when the Customer submits a request for a Service Date Change that is less than five business days from the date of notification by the Customer, a Service Date Charge and an Expedite Charge will apply. No Expedite Charge will apply if the Customer requests a Service Date Change that is more than 5 business days from the date of request by the Customer but earlier than the original requested Service Commencement Date.

If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company on the 31st day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer may be required to place a new ASR with the Company.

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed. The applicable charges are set forth in Section 6.3.3 .2.

3.2.2.2 Design Change Charge

The Customer may request a Design Change to the service ordered. A Design Change is any change to an ASR which requires Engineering Review. An Engineering Review is a review by Company personnel of the service ordered and the requested changes to determine what change(s) in the design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions, a change in the type of Transport Termination (Switched Access only) or type of Channel interface. Any other changes are not considered Design Changes for purpose of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. The applicable charges, as set forth in Section 6.3.3 .2, are in addition to any Service Date Change Charges that may apply.

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

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SECTION 3 - ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE*, (CONT'D.) **(C)**

3.2 Access Order, (Cont'd)

3.2.2 Access Service Request Modifications, (cont'd.)

3.2.2.3 Expedited Order Charge

When placing an Access Order for service(s) for which a Standard Interval exists, a Customer may request a Service Commencement date that is earlier than the Standard Interval Service Date, in which case an Expedite Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than five days from the date of the request to the Company of the expedited order request. The request for an earlier service date may be received from the Customer prior to the service date. The Company has the exclusive right to accept or deny the Expedite Order request. However if, upon reviewing availability of equipment and scheduled workload, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, an Expedite Charge will apply.

If the Company is subsequently unable to meet an agreed upon expedited service date, then the Expedite Charge will not apply.

In the event the Company provides service on a expedited basis on the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge.

In the event that the Customer cancels an expedite request, the Expedite Charge will be added to any applicable Cancellation Charge specified herein.

In the event that the Customer requests a Service Date Change after the Company has received the original expedite request, the Expedite Charge will still apply.

An Expedite Charge will not be applied to orders expedited for Company reasons.

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this tariff will apply.

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in Section 6.3.3.

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

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SECTION 3 - ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE*, (CONT'D.) **(C)**

3.2 Access Order, (Cont'd)

3.2.3 Cancellation of an Access Service Request

A Customer may cancel an ASR for the installation of Switching Access Service at any time prior to notification by the Company that service is available for the Customer's use. If the Service is being provided without an ASR, a Customer may cancel the Service at any time prior to use of the Service. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order or service is to be canceled. The verbal notice must be followed by written confirmation within 10 days. A Customer may negotiate an extension of the service date of an ASR for installation of new services or rearrangement of existing service, in which case a Service Date Change Charge will apply. However, the new service date cannot exceed the originally established service date by more than 30 calendar days. On the 31st day beyond the original service date, the ASR will be canceled and the appropriate Cancellation Charge will be applied.

Except as stated herein, Cancellation Charges will apply as specified in Section 6.3.3.3.

If the cancellation occurs prior to the Company's receiving the ASR or prior to use of the service, no charges shall apply.

A Customer may cancel an ASR for the installation of Special Access Service* without incurring a charge at any time prior to the acceptance of a Negotiated Interval Service Date by the Customer. **(C)** Cancellation Charges will apply for Special Access Service* if the Customer cancels more than 48 hours after the Application Date. **(C)** Cancellation Charges for Expedited Orders will be applied for any order canceled from the Application Date forward.

If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Company shall not be liable for such delay and the Customer may cancel the ASR without incurring cancellation charges.

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

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SECTION 3 - ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE*, (CONT'D.) **(C)**

3.2 Access Order, (Cont'd)

3.2.4 Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month.

3.2.4.1 The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

(1) A change in the identity of the Customer of record;
(2) A move by the Customer to a different building;
(3) A change in type of service;
(4) A change in Switched Access Service Interface (i.e., DS1 or DS3);
(5) A change in Switched Access Service Traffic Type;
(6) A change in type of Special Access Service* Channel Termination; **(C)**
(7) A change from 2-point to multipoint Special Access* Service. **(C)**

3.2.4.2 When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

(1) **For Switched Access Service**, the charge for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.

(2) **For Special Access Service*** facilities, the charge for a month or fraction thereof is the applicable monthly charge for the service as set forth in this tariff. **(C)**

(3) **All applicable Non-Recurring Charges** for the service will be billed in addition to the Minimum Period Charge.

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

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SECTION 4 - RESERVED FOR FUTURE USE

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SECTION 5 - SWITCHED ACCESS SERVICE

5.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users or other customers, including carriers; provides a two-point communications path between a Customer's Premises and an End User's Premises or other customer, including another carrier's, Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises location to a Customer's Premises, and to terminate calls from a Customer designated Premises to an End User's Premises.

Rates and charges are set forth in Section 6.3. The application of rates for Switched Access Service is described in Section 6.3.1.

5.2 Provision and Description of Switched Access Service Agreements

Switched Access Service is provided in the following service type:

5.2.1 Feature Group D (FGD) Access

FGD Access, which is available to all customers, is provisioned at the DS1 level and provides trunk-side access to Company Local Switching Center switches, with an associated uniform 101XXXX Access Code for the Customer's use in originating and terminating communications. Basic FGD service will be provided with Multi-Frequency In Band Signaling (SS7 is also available as a Common Switching Option for Feature Group D). In addition, Conventional Signaling for Direct Carrier Trunk Groups is available at the Customer's option. End Users of the Customer's service may also originate calls to certain FGD Access Customers without dialing the 101XXXX Access Code if the End User is presubscribed, as described herein.

The Access Code for FGD switching is a uniform Access Code of the form 101XXXX. A single Access Code will be the assigned number of all FGD access provided to the Customer by the Company. No Access Code is required for calls to a customer over FGD Switched Access Service if the End User's telephone exchange service is arranged for Presubscription to that Customer, as set forth herein.

Where no Access Code is required, the number dialed by the Customer's End User shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP), except for 00-dialed calls which are routed to the predesignated Customer. For international calls outside the NANP, a seven to eighteen digit number may be dialed. The form of the numbers dialed by the Customer's End User is NXX-XXXX, 0 or 1 + NXX-XXXX, NPA + NXX-XXXX, 0 or 1 + NPA = NXX-XXXX, and when the local Switching Center is equipped for International Direct Distance Dialing (IDDD), 01+ CC + NN or 011 + CC + NN.

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SECTION 5 - SWITCHED ACCESS SERVICE, (CONT'D.)

5.2 Provision and Description of Switched Access Service Agreements (Cont'd)

5.2.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to order a sufficient number of trunks of each type in order to meet its desired grade of service objective. At the Customer's request, the Company will assist the Customer in sizing Switched Access Trunk groups - 5.2.3 Rate Categories.

The following rate categories apply to Switched Access Service:

- Direct Connect
- Tandem Connect
- 800 Data Base Access Service
- Optional Features

5.2.2.1 Except as stated as follows, Tandem Connect Service is provided in conjunction with the tandem provider serving the area. Charges are computed as previously set forth in this tariff.

(1) Direct Connect

The Company will provide Direct Connect Service between the Customer's Premises and the Company's Local Switching Center switches. This transmission path is dedicated to the use of a single Customer. DS1 and DS3 facilities are available for Direct Connect Service. A DS1 facility is capable of transmitting at a nominal speed of 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths. A DS3 facility is capable of transmitting at a nominal speed of 44.736 Mbps, with the capability to channelize up to 672 voice frequency transmission paths. For DS3 facilities, if the Company is required to install additional fiber optic equipment for the benefit of the Customer, then the Customer has the option to choose either an optical or electrical interface. This Direct Connect rate category is comprised of a monthly Entrance Facilities charge and a per minute of use End Office switching charge as specified in Section 6.3.3. (C)

The Company will provide Direct Connect between the Customer's Premises and the ILEC's local switch when the local switch and the facilities are leased by the Company from the ILEC. The Company will bill the Direct Connect rates when the ILEC's Category 11 Daily Usage Feed Records indicate that the call was routed directly from the Customers' Premises to the ILEC switch serving the end user customer without routing through the access tandem.

When a Customer purchases Direct Connect, if the number of calls over the direct trunks has reached its maximum level, calls not able to be switched over the direct trunks will overflow/be routed to the Customer via an access tandem. In that event, the Customer will be assessed the Tandem Connect rates for such calls. The Direct Connect rate is comprised of the Minute of Use (MOU) based charges found in Section 6.3.3.4.(1).

The Direct Connect rate is a combination of former End Office Switching and End Office Trunk Port rate element charges. (C)

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SECTION 5 - SWITCHED ACCESS SERVICE, (CONT'D.)

5.2 Provision and Description of Switched Access Service Agreements (Cont'd)

5.2.2 Manner of Provision, (cont'd.)

5.2.2.1 (continued))

(2) Tandem Connect

Tandem Connect consists of circuits from the point of interconnection with Customer's tandem provider to the Company's Local Switching Center. This Tandem Connect rate category is comprised of the Minutes of Use (MOU) based End-Office switching and tandem switched transport functions. (C)

Tandem Connect Charges apply on a per-minute-of-use basis when calls are switched by an ILEC's tandem switch to or from the Company's Local Switching Center or are switched through a tandem switch for which the Company leases from the ILEC for the tandem switching function. The rate will vary based on whether the Company leases the tandem switching function on a call. Tandem Connect rates are found in Section 6.3.3.4.(2).

Rates and charges for Tandem Connect minutes for which the Company does not lease the tandem switching function from the ILEC do not contain the ILEC's tandem switching charge and are denoted in the Switched Access Rates section as Tandem Connect Without Tandem Switching. Rates for Tandem Connect minutes for which the Company does lease the tandem switching function from the ILEC contain the ILEC's Tandem Switching Charge and are denoted in the Switched Access Rates section as Tandem Connect with Tandem Switching.

The Tandem Connect Without Tandem Switching rate is a combination of the former End Office Switching, End Office Trunk Port, Tandem Switched Transport, and Tandem Switched Transport Facility (10 miles) rate element charges. The Tandem Connect With Tandem Switching rate is a combination of the former End Office Switching, End Office Trunk Port, Tandem Switched Transport, Tandem Switched Transport Facility (10 miles), and Tandem Switching rate element charges. (C)

(3) 800 Data Base Access Service (T)

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an Toll Free SAC*+NXX+XXXX call is originated by an End User, the Company will perform Customer Identification based on screening of the full ten-digits of the Toll Free number to determine the Customer location to which the call is routed. (T)

The 800 Data Base charge, which consists of a single, fixed rate element, applies on a per query basis. (T)

(4) Switched Access Service Optional Features

.1 Non-chargeable Optional Features - Where transmission facilities permit, the Company will, at the option of the Customer, provide the following non-chargeable optional feature, in association with Switched Access Service.

- Supervisory Signaling

* Toll Free Service Access Codes (SACs) would include NPAs: 800, 888, 877, 866, 855, 844, 833, 822, or other NPAs as they become available to the industry for the provision of Toll Free services. (N)

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SECTION 5 - SWITCHED ACCESS SERVICE, (CONT'D.)

5.2 Provision and Description of Switched Access Service Agreements (Cont'd)

5.2.3 Rate Categories

5.2.3.1 Chargeable Optional Features

Where transmission facilities permit, the Company will, at the option of the Customer, provide the following chargeable optional features, as described in Section 5.5.2, in association with Switched Access Service.

(C)

(1) Signaling Transfer Point Access (T)

5.2.3.2 Feature Group D Optional Features

Following are the various optional features that are available in lieu of, or in addition to, the standard features provided with Feature Group D. Optional features are provided as Common Switching Optional Features as described in Section 5.5.3 .1.

(1) Common Switching Optional Features - t the Customer's option, the following standard features are available at the rates specified in Section 6.3.3.7:

- Alternate Traffic Routing
- Automatic Number Identification (ANI)
- Cut-Through
- Service Class Routing
- Feature Group D with 950 Access
- Signaling System Seven (SS7)
- Basic Initial Address Message Delivery

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SECTION 5 - SWITCHED ACCESS SERVICE, (CONT'D.)

5.2 Provision and Description of Switched Access Service Agreements (Cont'd)

5.2.3 Rate Categories, (cont'd.)

5.2.3.2 Feature Group D Optional Features, (continued)

(1) Common Switching Optional Features (continued)

- Called Directory Number Delivery
- Flexible Automatic Number Identification Delivery

5.2.4 Billing Validation Service

The Company shall arrange to have its billing validation data stored in one of the existing Line Information Databases (LIDB). It will be the responsibility of the Customer to identify this database through established industry procedures and to query the billing validation data in the LIDB. Based on the received query information, the LIDB will respond with an SS7 formatted confirmation of validity or denial for the requested billing option. Access to LIDB provides Customers with potential toll fraud detection.

The LIDB will contain a record for every working line number and Billed Number Group served by the Company.

The Company will update the LIDB information on a daily basis.

LIDB service is provided on an on-line, call-by-call basis. Company data accessed from the LIDB shall remain the sole property of the Company and may not be stored or reproduced by the customer for any reason.

The Company will have procedures in place to deactivate billing validation data in the event that it is being used fraudulently.

5.2.5 Design Layout Report

At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

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SECTION 5 - SWITCHED ACCESS SERVICE, (CONT'D.)

5.2 Provision and Description of Switched Access Service Agreements (Cont'd)

5.2.6 Acceptance Testing:

At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tons slope, d.c. continuity and operational signaling.

5.2.7 Ordering Options and Conditions:

Access Service is ordered under the Access Order provisions set forth in Section 3.2. Also included in that section are other charges which may be associated with ordering Switched Access Service.

5.2.8 Competitive Pricing Arrangements:

Competitive pricing arrangements for Local Transport - Entrance Facilities and Local Transport - Direct Trunked Transport can be furnished to meet the communications needs of specific Customers on a case by case basis under individual contracts.

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SECTION 5 - SWITCHED ACCESS SERVICE, (CONT'D.)

5.3 Obligations of Company

In addition to the obligations of the Company set forth in other sections of this tariff, the Company has certain other obligations concerning the provision of Switched Access Service. These obligations are as follows:

5.3.1 Network Management

The Company will administer its Network to insure the provision of acceptable service levels to all telecommunications users of the Company's Network Services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company Network. The Company reserves the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancel the completion of traffic), over any traffic carried over its Network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. The Customer will notify the Company of anticipated peaked services as stated below. Based on the information provided, the Company will work cooperatively with the Customer to determine the appropriate level of control. In the event that the protective controls applied by the Company result in the complete loss of service by the Customer, the Customer will be granted a credit allowance for service interruption as set forth in 2.6.

When a Customer uses the Company's facilities to offer services for which a substantial call volume or peaked service is expected during a short period of time, the Customer must notify the Company at least 24 hours in advance of each peak period. For events scheduled during weekends or holidays, the Company must be notified no later than 5:00 p.m. local time the prior business day. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the NPA NXX and line number(s) to be used. On the basis of the information provided, the Company may invoke network management controls if required to reduce the probability of excessive Network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer caused Network congestion, which could result in discontinuance of service under Section 2.5.5 and/or damages under Section 2.1.4.

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SECTION 5 - SWITCHED ACCESS SERVICE, (CONT'D.)

5.4 Obligations of the Customer

In addition to obligations specified elsewhere in this tariff, the Customer has certain specific obligations pertaining to the use of Switched Access Service, as follows:

5.4.1 Report Requirements:

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing Jurisdictional Reports as set forth in Section 2.2.6 preceding. Charges will be apportioned in accordance with those reports. The method to be used for determining the intrastate charges is set forth therein.

5.4.2 Supervisory Signaling:

The Customer's facilities at the premises of the ordering Customer shall provide the necessary On-Hook, Off-Hook answer and disconnect supervision.

5.4.3 Design of Switched Access Services:

It is the Customer's responsibility to assure that sufficient Access Services have been ordered to handle its traffic.

5.4.4 Identification and Rating of Toll VoIP-PSTN Traffic

B. Scope

4. Toll VoIP-PSTN Traffic is a Customer's interexchange voice traffic that (1) is exchanged with the Company in Time Division Multiplexing ("TDM") format over Public Switched Telephone Network ("PSTN") facilities and (2) originates and/or terminates in Internet Protocol (IP) format. Toll VoIP-PSTN Traffic originates and/or terminates in IP format when it originates from and/or terminates to an end user of a service that requires IP-compatible customer premises equipment.
5. In the absence of an agreement between the Company and the Customer specifying the treatment of Toll VoIP-PSTN Traffic, this section governs the treatment of Toll VoIP-PSTN Traffic pursuant to the Federal Communications Commission's Part 51 Interconnection Rules and in compliance with the Federal Communications Commission's Report and Order and Further Notice of Proposed Rulemaking in CC Docket Nos. 96-45 and 01-92; GN Docket No. 09-51; WC Docket Nos. 03-109, 05-337, 07-135 and 10-90; and WT Docket No. 10-08, adopted October 27, 2011 and released November 18, 2011 ("FCC 11-161")

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SECTION 5 - SWITCHED ACCESS SERVICE, (CONT'D.)

5.4.4 Identification and Rating of Toll VoIP-PSTN Traffic (Cont'd)

A. Scope (Cont'd)

6. This section will be applied to identify intrastate Toll VoIP-PSTN Traffic exchanged with a Customer that is a local exchange carrier only to the extent that the Customer has also implemented billing for intrastate Toll VoIP-PSTN Traffic in accordance with FCC 11-161.

B. Rating of Toll VoIP-PSTN Traffic

As of December 29, 2011, all interstate Toll VoIP-PSTN Traffic and any intrastate Toll VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to the Company's interstate switched access rates as provided in sections 5 and 6 of Tariff FCC No. 1.

C. Calculation and Application of Percent-VoIP-Usage Factor

The Company will determine the number of intrastate Toll VoIP-PSTN Traffic minutes of use ("MOU") to which interstate switched access rates will be applied under section 2.3.4.B, above, by applying a Percent VoIP Usage ("PVU") factor to the total terminating intrastate access MOU received by the Company from the Customer. The PVU will be derived and applied as follows:

2. The Customer will calculate and furnish to the Company a factor (the "PVU-C") representing the percentage of the total intrastate and interstate switched access MOU that the Customer terminates to the Company in the state, that (a) is sent to the Company and that originated in IP format; or (b) is received from the Company and terminated in IP format. This PVU-C shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

2. The Company will, likewise, calculate a factor (the "PVU-X") representing the percentage of the Company's total intrastate and interstate access MOU in the state that the Company originates or terminates on its network in IP format. This PVU-X shall be based on information, such as the number of the Company's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

3. The Company will use the PVU-C and PVU-X factors to calculate a PVU factor that represents the percentage of total intrastate and interstate access MOU exchanged between the Company and the Customer that is originated or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends. The PVU factor will be calculated as the sum of: (A) the PVU-C factor and (B) the PVU-X factor times (1.0 minus the PVU-C factor).

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SECTION 5 - SWITCHED ACCESS SERVICE, (CONT'D.)

5.4.4 Identification and Rating of Toll VoIP-PSTN Traffic (Cont'd)

C. Calculation and Application of Percent-VoIP-Usage Factor (Cont'd)

4. The Company will apply the PVU factor to the total intrastate access MOU received from the Customer in order to determine the number of intrastate Toll VoIP-PSTN Traffic MOU.

   Example 1: The PVU-C is 40% and the PVU-X is 10%. The PVU factor is equal to 40% + (10% x 60%) = 46%. The Company will bill 46% of the Customer's intrastate access MOU at the Company's tariffed interstate switched access rates.

   Example 2: The PVU-C is 0% and the PVU-X is 10%. The PVU factor is equal to 0% + (10% x 100%) = 10%. The Company will bill 10% of the Customer's intrastate access MOU at the Company's tariffed interstate switched access rates.

   Example 3: The PVU-C is 100%. No matter what the PVU-X factor is, the PVU is 100%. The Company will bill 100% of the Customer's intrastate access MOU at the Company's tariffed interstate switched access rates.

5. The Customer shall not modify its reported PIU factor to account for Toll VoIP-PSTN Traffic.

6. The Customer shall retain any call detail, work papers and information used to develop the PVU-C factor for a minimum of one year.

7. If the Customer does not furnish the Company with a PVU-C pursuant to section 2.3.4.C.1, above, the Company will utilize a PVU-C equal to zero.

D. Initial PVU factor

3. If the PVU factor cannot be implemented in the Company's billing systems by December 29, 2011, once the factor can be implemented, the Company will adjust the Customer's bills to reflect the PVU factor retroactively to December 29, 2011. In calculating the initial PVU, the Company will take the Customer-specified PVU-C into account retroactively to December 29, 2011, provided that the Customer provides the PVU-C factor to the Company no later than April 15, 2012; otherwise, the Company will set the initial PVU-C equal to zero and calculate the PVU accordingly.

4. The Company may choose to provide credits based on the PVU-C and PVU-X factors on a quarterly basis until such time as billing system modifications can be implemented.

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SECTION 5 - SWITCHED ACCESS SERVICE, (CONT'D.)

5.4.4 Identification and Rating of Toll VoIP-PSTN Traffic (Cont'd)

E. PVU Factor Updates

1. The Customer may update the PVU-C factor quarterly using the method set forth in section 2.3.4.C.1, above. If the Customer chooses to submit such updates, it shall provide to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-C factor based on data for the prior three months, ending the last day of December, March, June, and September, respectively.

2. The Company may, likewise, update the PVU-X factor quarterly based on data for the prior three months.

3. The Company will use any revised PVU-C and/or PVU-X factors to calculate a revised PVU that will apply prospectively and serve as the basis for subsequent billing until superseded by a new PVU. No prorating or backbilling will be done based on the updated PVU-C or PVU-X factors. Original Page 9.4

F. PVU Factor Verification

1. Not more than twice in any year, the Company may request from the Customer an overview of the process used to determine the PVU-C factor, the call detail records, description of the method for determining how the end user originates or terminates calls in IP format, and other information used to determine the Customer's PVU-C factors furnished to the Company in order to validate the PVU-C factor supplied. The Customer shall supply the requested data and information within 15 days of the Company's request.
2. The Company may dispute the Customer's PVU-C factor based upon:
   (a) A review of the requested data and information provided by the Customer.

   (b) The Company's review of other market information, FCC reports on VoIP lines, such as FCC Form 477 or state level results based on FCC Local Competition Report or other relevant data.

   (c) A change in the reported PVU-C factor by more than five percentage points from the preceding quarter.

3. If, after review of the data and information, the Customer and the Company agree upon a revised PVU-C factor, the Customer and the Company will begin using that revised PVU-C factor with the next bill period.

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SECTION 5 - SWITCHED ACCESS SERVICE, (CONT'D.)

5.4.4 Identification and Rating of Toll VoIP-PSTN Traffic (Cont'd)

F. PVU Factor Verification (Cont'd)

4. If the dispute is unresolved, the Company may initiate an audit. The Company shall limit audits of the Customer's PVU-C factor to no more than two times per year. The Customer may request that the audit be conducted by an independent auditor. In such cases, the associated auditing expenses will be paid by the Customer.

   (a) In the event that the Customer fails to provide adequate records to enable the Company or an independent auditor to conduct an audit verifying the Customer's PVU-C factor, the Company will bill the usage for all contested periods using the most recent undisputed PVU-C factors reported by the Customer. This PVU-C factor will remain in effect until the audit can be completed.

   (b) The Company will adjust the Customer's PVU-C factor based on the results of the audit and implement the revised PVU-C in the next billing period or quarterly report date, whichever is first. The revised PVU-C factor will apply for the next two quarters before new factors can be submitted by the Customer.

   (c) If the audit supports the disputed PVU-C factor submitted by the Customer, the usage for the contested periods will be adjusted to reflect such PVU-C factor.

3.3 **Call Signaling**

Depending on the signaling system used by the Customer in its network, the Customer's facilities shall transmit the following call signaling information to the Company on traffic the Customer's end users originate which is handed off for termination on the Company's network.

A. Signaling System 7 (SS7) Signaling

When the Customer uses SS7 signaling, it will transmit the Calling Party Number (CPN) or, if different from the CPN, the Charge Number (CN) information in the SS7 signaling stream.

B. Multi-Frequency (MF) Signaling

When the Customer uses MF signaling, it will transmit the number of the calling party or, if different from the number of the calling party, the Charge Number (CN) information in the MF Automatic Number Identification (ANI) field.

C. Internet Protocol (IP) Signaling

When the Customer uses IP signaling, it will transmit the telephone number of the calling party or, if different from the telephone number, the billing number of the calling party.

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SECTION 5 - SWITCHED ACCESS SERVICE, (CONT'D.)

5.5 Switched Access Optional Features

Following are descriptions of the various optional features that are available in lieu of, or in addition to, the standard features provided with the Feature Groups for Switched Access Service.

5.5.1 Non-chargeable Optional Feature

5.5.1.1 Supervisory Signaling: where the transmission parameters permit, and where signaling conversion is required by the Customer to meet its signaling capacity, the Customer may order an optional supervisory signaling arrangement in the form of Multi-frequency (MF) Signaling for each transmission path.

5.5.2 Chargeable Option Features

(C)
|
(C)

5.5.2.1 Signaling Transfer Point Access - The Customer will be charged a per mile charge and a per port charge for access to a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening. If a customer is connected to a third party SS7 service provider, an additional charge, as specified in Section 6.3.3 will apply. (T)

5.5.3 Feature Group D Optional Features

5.5.3.1 Common Switching Optional Features

(1) Alternate Traffic Routing - This option provides the capability of directing originating traffic from a Local Switching Center to a direct access Trunk group, with additional traffic overflowing to the access tandem Trunk group and then to a Customer designated Premises. Multiple Customer Premises

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SECTION 5 - SWITCHED ACCESS SERVICE, (CONT'D.)

5.5 Switched Access Optional Features, (Cont'd.)

5.5.3 Feature Group D Optional Features(cont'd)

5.5.3.1 Common Switching Optional Features (continued)

Alternate Routing is also available where originating traffic from a Local Switching Center is directed via a Trunk group to a Customer designated Premises until that group is fully loaded, and than additional originating traffic from the same Local Switching Center or access tandem is delivered via a different Trunk group to a second Customer designated Premise. The Customer shall specify the last Trunk CCS desired for the high use group.

(2) **Automatic Number Identification (ANI) -** This option provides the automatic in-band transmission signaling of a seven or ten digit number and information digits to the Customer's Premises for calls originating in the LATA for the identification of the calling station. The ANI feature is a Local Switching Center software function which is associated on a call-by-call basis with: 1) all individual transmission paths in a Trunk group routed directly between a Local Switching Center and a Customer's Premises; or where technically feasible, 2) all individual transmission paths in a Trunk group between a Local Switching Center and an Access Tandem, and a trunk group between an Access Tandem and a Customer's Premises.

The ten digit ANI telephone number is only available with Feature Group D. The ten digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number. The ten digit ANI telephone number will be transmitted on all calls except those identified as multi-party line or ANI failure, in which case only the NPA will be transmitted.

(3) **Cut Through -** This option allows End Users of the Customer to reach the Customer's Premises by using the end of dialing digit (#) at the end of the dialing sequence. The Company will not record any other dialed digits on these calls.

(4) **Service Class Routing -** This option provides the capability of directing originating traffic from a Local Switching Center to a Trunk group to a Customer designated Premises, based on the line class of service and service prefix indicator. A domestic Interexchange Carrier may not order more than four different routes per Local Switching Center or Access Tandem. An international Interexchange Carrier may order up to four additional routes.

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SECTION 5 - SWITCHED ACCESS SERVICE, (CONT'D.)

5.5 Switched Access Optional Features, (Cont'd.)

5.5.3 Feature Group D Optional Features(cont'd)

5.5.3.1 Common Switching Optional Features (continued)

(5) **Feature Group D with 950 Access -** This option provides for the routing of originating calls, dialed using a 950-10XX or 950-1XXX Access Code, to the FGD Customer using FGD signaling protocols and technical specifications. The Customer is responsible for distinguishing between standard FGD calls and 950-dialed calls delivered over the same trunks.

(6) **Signaling System Seven (SS7) -** This option provides out of band transmission of SS7 protocol signaling information between the Local Switching Center switching system and the Customer's designated Premises. Prior to installation of any SS7 circuits, the Customer must agree to participate in SS7 certification testing. The Company will provide a testing plan to the Customer, and reserves the right to deny SS7 connectivity if the Customer's circuits do not meet the testing requirements.

(7) **Basic Initial Address Message Delivery -** This option permits the following optional SS7 signaling call setup parameters: User Service Information, Called Party Number, Charge Number, Originating Line Information, Transit Network Selection, Carrier Selection, Service Code and Access Transport.

(8) **Called Directory Number Delivery -** This option provides the customer with the telephone number to which the call was directed. The seven or ten digit number is provided as part of the in-band transmission and MF signaling. The Called Directory Number Delivery feature is associated on a call-by-call basis with all individual transmission paths in a Trunk group routed from an Access Tandem or the originating Local Switching Center. This option is available except when FGD is provided with 950 access or Cut-Through features.

(9) **Flexible Automatic Number Identification Delivery -** This feature is a network enhancement to ANI. The feature is available on inbound signaling or in the Originating Line Information Parameter in the Basic Initial Address Message Delivery optional feature for SS7 signaling. Flexible ANI will provide additional values for Information Indicator (ii) digits that are associated with various classes of service not associated with the standard ANI digits. This feature may only be used in conjunction with ANI. The following Information Indicator codes are available: Confinement / Detention Facility; Outward Wide Area Telecommunications Service; Cellular Service; Private Pay Station; and, Access for Private Virtual Networks.

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SECTION 5 - SWITCHED ACCESS SERVICE, (CONT'D.)

5.6 Switched Access IP Direct Connect

The Company will provide Switched Access IP Direct Connect Service as described in XO Communications Services, LLC FCC Tariff No. 1. Usage rates are rates that are applied on a per access minute or per query basis within the state of Maryland. Usage rates are accumulated over a monthly period and are described in Section 6.3.3.8. (T)

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SECTION 6 - RATES AND CHARGES

6.1 Special Construction

6.1.1 Basis for Rates and Charges

Rates and Charges for special construction will be based on the costs incurred by the Company and may include: (1) nonrecurring type charges; (2) recurring type charges; (3) termination charges; or (4) a combination thereof.

6.1.2 Basis for Cost Computation

The cost referred to in 6.1.1 may include one or more of the following items to the extent that they are applicable.

6.1.2.1 Cost installed of the facilities to be provided, including estimated costs for the rearrangement of existing. Cost installed includes the cost of:

(1) equipment and materials provided or used,
(2) engineering, labor and supervision,
(3) transportation, and
(4) rights-of-way;

6.1.2.2 cost of maintenance;

6.1.2.3 depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

6.1.2..4 administration, taxes and uncollectable revenue on the basis of reasonable average costs for these items;

6.1.2.5 license preparation, processing and related fees;

6.1.2.6 Tariff preparation, processing and related fees;

6.1.2.7 any other identifiable costs related to the facilities provided; or

6.1.2.8 an amount for return and contingencies.

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SECTION 6 - RATES AND CHARGES, (CONT'D.)

6.1 Special Construction, (Cont'd.)

6.1.3 Termination Liability

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

6.1.3.1 The termination liability period is the estimated service life of the facilities provided.

6.1.3.2 The amount of the maximum termination liability is equal to the estimated amounts for:

(1) cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed including the cost of:

.1 equipment and materials provided or used,
.2 engineering, labor and supervision,
.3 transportation, and
.4 rights-of-way;

(2) license preparation, processing and related fees;

(3) tariff preparation, processing and related fees;

(4) cost of removal and restoration, where appropriate; and

(5) any other identifiable costs related to the specially constructed or rearranged facilities.

6.1.3.3 The applicable termination liability charge is based on the normal method for circulating the unpaid balance of a term obligation.

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SECTION 6 - RATES AND CHARGES, (CONT'D.)

6.2 Special Access Service* **(C)**

6.2.1 Reserved for Future Use

6.2.2 Reserved for Future Use

6.2.3 Reserved for Future Use

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

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SECTION 6 - RATES AND CHARGES, (CONT'D.)

6.2 Special Access Service*, (Cont'd.) **(C)**

6.2.4 DS-1 Service

DS-1 service is a digital transmission facility of 1.544 Mbps with a capacity of up to 24 analog or digital channels. This service supports voice, analog data, digital data and video.

6.2.4.1 This service consists of making DS-1 capacity available 24-hours per day, 7 days per week.

6.2.4.2 DS-1 Rates

RECURRING PER MONTH *

	1 Yr Term	**3 Yr Term**	**5 Yr Term**
Channel Termination, per point of termination	$190.00	$152.00	$143.00
Channel Mileage			
Fixed (0 mile)	$63.00	$53.00	$40.00
Per mile	$19.00	$15.00	$10.00
Optional Features		$0.00	
- multiplexing, DS-1 to DS-0		$0.00	

NON RECURRING CHARGES *

Channel termination per point of termination	$250.00
Subsequent, same locations	$250.00
Optional Features	
- multiplexing, DS-1 to DS-0	$0.00

* On-Net to On-Net Pricing. Any deviation from or other services will require Special Construction and ICB Pricing.

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

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SECTION 6 - RATES AND CHARGES, (CONT'D.)

6.2 Special Access Service*, (Cont'd.) **(C)**

6.2.5 DS-3 Service

DS-3 service is a digital transmission facility of 44.736 Mbps with a capacity of 28 DS-1 channels or 672 Voice, Analog Data or Digital Data Channels.

6.2.5.1 The service consists of making DS-3 capacity available 24-hours per day, 7 days per week.

6.2.5.2 DS-3 Rates

RECURRING PER MONTH *

	1 Yr Term	**3 Yr Term**	**5 Yr Term**
Channel Termination			
per point of termination	$1,499.00	$1,348.00	$973.00
Channel Mileage			
Fixed (0 mile)	$650.00	$584.00	$422.00
Per mile	$180.00	$160.00	$115.00
Optional Features			
- multiplexing, DS-1 to DS-0	$0.00		

NON RECURRING CHARGES *

Channel termination	
per point of termination	$250.00
Subsequent, same locations	$250.00
Optional Features	
- multiplexing, DS-1 to DS-0	$0.00

* On-Net to On-Net Pricing. Any deviation from or other services will require Special Construction and ICB Pricing.

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

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SECTION 6 - RATES AND CHARGES, (CONT'D.)

6.3 Switched Access Services

There are three types of rates and charges that apply to Switched Access Service. These are Monthly Recurring Charges, usage rates and Non-Recurring Charges.

Monthly Recurring Charges - Monthly Recurring Charges are flat rates for facilities that apply each month or fraction thereof that a specific rate element is provided.

Usage Rates - Usage rates are rates that are applied on a per access minute or per query basis. Usage rates are accumulated over a monthly period.

Non-Recurring Charges - Non-Recurring charges are one time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service).

Installation of Service - Non-Recurring charges apply to each Switched Access Service installed. The charge is applied per line or trunk.

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SECTION 6 - RATES AND CHARGES, (CONT'D.)

6.3 Switched Access Services, (Cont'd.)

6.3.1 Application of Rates

6.3.1.1 Direct Connect - The Direct Connect rate is assessed based on the total of the monthly Entrance Facilities charge and the usage rates of applicable rate elements. The monthly facilities charge consists of a fixed rate based on the type of the facilities, i.e., DS1 or DS3; and any applicable usage rates.

6.3.1.2 Tandem Connect - The Tandem Connect rate is assessed based on the usage charges for End-Office switching and Tandem Switched Transport functions. (T)

6.3.1.3 800 Data Base Access Service Charge - The 800 Data Base Access Service Charge applies for the translation of a specific ten-digit Toll Free number to a Customer Identification on a per query basis. (T) | (T)

6.3.2 Billing of Access Minutes

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

For terminating calls over FGD with multifrequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's Trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FGD ends when a disconnect signal is received, indicating hat either the originating or terminating user has disconnected.

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

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

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SECTION 6 - RATES AND CHARGES, (CONT'D.)

6.3 Switched Access Services, (Cont'd.)

6.3.3 Rates and Charges

6.3.3.1 Service Implementation

Installation Charge (Per End)

DS-1	**DS-3**
$375.00	$375.00

6.3.3.2 Change Charges (Per Order)

Per Occurrence

1.	Service Date	$0.00	
2.	Design Changes	$0.00	
3.	Expedite Charge		(T)
	On-Net Services – 100 Mbps and below	$ 675.00	(N)(I)
	On-Net Services – above 100 Mbps	$1,500.00	|
	Off-Net Services*	$ 500.00	(N)(I)

6.3.3.3 Cancellation Charges

(Per Order)	$ 0.00

* Associated expedite charges imposed by the third-party provider would be applied in addition to this charge.

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SECTION 6 - RATES AND CHARGES, (CONT'D.)

6.3 Switched Access Services, (Cont'd.)

6.3.3 Rates and Charges, (cont'd.)

6.3.3.4 Switched Access

(1) Direct Connect Charges:

Per Access Minute of Non-8YY Originating Use	Per Access Minute of 8YY Originating Use	Per Access Minute Terminating Use
$0.004094	$0.000000 (R)	$0.000000

(2) Tandem Connect Charges

(a) Tandem Connect Without Tandem Switching

Per Access Minute of Non-8YY Originating Use	Per Access Minute of 8YY Originating Use	Per Access Minute Terminating Use
$0.004114	$0.000000 (R)	$0.000000

(b) Tandem Connect With Tandem Switching

Per Access Minute of Non-8YY Originating Use	Per Access Minute of 8YY Originating Use	Per Access Minute Terminating Use
$0.005688	$0.001000 (R)	$0.000000

6.3.3.5 Chargeable Optional Features

(1) 800 Data Base Access Service Basic Query

Per Query	$0.000200 (R)

(2) Signaling Transfer Point Access

Monthly Per Mile	**Non-Recurring Per Port**	**Via Third Party**
$2.38	$932.00	$932.00

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SECTION 6 - RATES AND CHARGES, (CONT'D.)

6.3 Switched Access Services, (Cont'd.)

6.3.3 Rates and Charges, (cont'd.)

6.3.3.6 Non-chargeable Optional Features

Supervisory Signaling	$0.00

6.3.3.7 Feature Group D Optional Features

(1) Common Switching Optional Features

Alternate Traffic Routing	$0.00
Automatic Number Identification	$0.00
Cut-Through	$0.00
Service Class Routing	$0.00
Feature Group D with 950 Access	$0.00
Signaling System Seven (SS7)	$0.00
Basic Initial Address Message Delivery	$0.00
Called Directory Number Delivery	$0.00
Flexible Automatic Number Identification Delivery	$0.00

6.3.3.8 Switched Access Direct Connect

Direct Connect Charges:

(1) Direct Connect Charges:

Per Access Minute of Non-8YY Originating Use	Per Access Minute of 8YY Originating Use	Per Access Minute Terminating Use
$0.004094	$0.000000 (R)	$0.000000

(2) Tandem Connect Charges

(a) Tandem Connect Without Tandem Switcthing

Per Access Minute of Non-8YY Originating Use	Per Access Minute of 8YY Originating Use	Per Access Minute Terminating Use
$0.004114	$0.000000 (R)	$0.000000

(b) Tandem Connect With Tandem Switching

Per Access Minute of Non-8YY Originating Use	Per Access Minute of 8YY Originating Use	Per Access Minute Terminating Use
$0.005688	$0.001000 (R)	$0.000000

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SECTION 6 - RATES AND CHARGES, (CONT'D.)

6.4 Billing Name and Address (BNA) Service

6.4.1 General

Company will upon request, provide Billing Name and Address (BNA) Service to Telecommunications Service Providers (Customer), or its authorized billing and collection agent. Telecommunications Service Providers include interexchange carriers, operator service providers, enhanced service providers and any other provider of intrastate/interstate telecommunications services. BNA provides the billing name and address when calling party uses a Company calling card, dials 101XXXX or authorizes collect and/or third party calls to pay for telecommunication services. BNA Service enables telecommunications service providers and authorized billing and collection agents to seek payment of their service directly from the calling party.

In no case shall Customer or authorized billing and collection agent of a customer disclose the billing name and address information of any subscriber to any third party, except that a customer may disclose BNA. This service is offered to Customer or its authorized billing and collection agent for the following limited purposes and may not be resold or used for any other purpose:

- Billing customers for using telecommunications service of that service provider and collecting amounts due.
- Verification of service orders of new customers, identification of customers who have moved to a new address, fraud prevention, and similar nonmarketing purposes.

6.4.2 Obligations of the Customer

XO will only accept BNA Service orders via email or fax. With each order for BNA Service, the customer must provide the name of the authorized individual(s) as well as the email address or fax number to which the BNA information should be sent.

6.4.3 Rates and Charges

	Recurring Charge
Billing Name and Address, per batch request	$30.00
Billing Name and Address Found/Each	$0.30
Billing Name and Address Not Found/Each	$0.30

6.5 Historic Invoices

The Company will furnish, upon Customer's request, copies of invoices which were originally issued to the Customer more than thirteen months prior to the request or copies of invoices that are available on-line, but that customer does not wish to retrieve from the available on-line system. Customers can request the invoice in one of two formats: electronic copy (portable data file/.pdf) or CSV/CD of Call Detail Record. Customer will be charged based on the format requested and on a per invoice basis.

Format	Rate Per Invoice
Electronic	$10.00
CSV/CD of CDR	$25.00

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SECTION 6 - RATES AND CHARGES, (CONT'D.)

6.6 Service Order Changes

6.6.1 Service Order Change Charge

Customer will be assessed a non-recurring charge when it initiates a modification of a Service Order after its acceptance by XO. If a Service Order is modified after its acceptance by XO, per-Circuit change charges will apply as follows: $50 for any change requested by Customer within five (5) days of Service Order acceptance; $200 for any change requested by Customer between five (5) days of Service Order acceptance and five (5) days of the projected Start of Service Date; and $400 for any change requested by Customer within five (5) days of the projected Start of Service Date. In addition, Customer must pay all third party charges imposed as a result of the change. If the change request falls into more than one of the above intervals, the $200 charge will apply.

6.6.2 Service Order Cancellations

Customer will be assessed a non-recurring charge for each Circuit cancelled between the date of its acceptance by XO and the projected Start of Service Date. The cancellation charges will be as follows:

Circuit Type	Cancellation Charge – Per Circuit
DS1	$750.00, plus one month's MRC
DS3	$1,500.00, plus one month's MRC
All other Circuit types	One month's MRC and applicable installation charges

In addition to these charges, Customer must pay all third party charges imposed as a result of the cancellation.

6.7 Intra-Building Moves

Customers will be assessed a non-recurring charge for requesting an existing circuit to be moved to a new end point termination within the same building as the current termination. . Moves of three or fewer floors will be charges as shown below. The customer will retain all services, terms, and pricing for the moved circuit once the move has been completed. The non-recurring charges below apply to DS1 and DS3 services that do not include additional infrastructure, cabling, electronics, or other materials.

The Maryland Public Service Commission regulates only those services that deal with the Company's property or work performed before the demarc. Worked performed from the demarc to the Customer's premise equipment is not regulated by the Commission.

Requests for moves of more than three floors will be charged an ICB rate.

	Non-Recurring Charges	
Circuit	**Initial Circuit**	**Each Additional Circuit**
DS1	$550.00	$275.00
DS3	$550.00	$275.00

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SECTION 7 – RESERVED FOR FUTURE USE

SECTION 8 - PROMOTIONAL OFFERINGS

The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Commission approval.

SECTION 9 - TRIAL SERVICE OFFERINGS ("TSO"):

The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

SECTION 10 - INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such service in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. ICB rates, service descriptions and length of such agreement will be filed with the Maryland Public Service Commission.

SECTION 11 - SPECIAL CUSTOMER ARRANGEMENTS

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

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