

ACCESS SERVICES

XO COMMUNICATIONS SERVICES, INC.

REGULATIONS, DESCRIPTIONS, AND RATES

APPLICABLE TO FURNISHING COMPETITIVE INTRASTATE ACCESS SERVICES

WITHIN THE STATE OF MASSACHUSETTS

ACCESS SERVICES

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	1 st Rev.		26	1 st Rev.	51	1 st Rev.
1	6th Rev.	*	27	Original	52	Original
2	5 th Rev.	*	28	Original	53	Original
3	2 nd Rev.		29	Original	54	Original
4	Original		30	2 nd Rev.	55	Original
5	Original		31	Original	56	1 st Rev.
6	Original		32	1 st Rev.	57	Original
7	Original		33	Original	58	1 st Rev.
8	2 nd Rev.	*	34	Original	59	Original
9	1 st Rev.		35	Original	60	Original
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11	1 st Rev.		37	Original	62	Original
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25	Original					

* - indicates those pages included with this filing

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* - Indicates pages included with this filing.

ACCESS SERVICES

(RESERVED FOR FUTURE USE)

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(Material previously found on this page has been moved to Page 2)

ACCESS SERVICES

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 Massachusetts by XO Massachusetts, Inc., hereinafter referred to as ("the Company").

ACCESS SERVICES

**EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF**

Revisions of this tariff are coded through the use of symbols. These symbols appear in the right margin of the sheet. The symbols and their meanings are:

- (C)** - Changed regulation effecting application in a rate
- (D)** - Deletion of rate or regulation
- (I)** - Increase in rate
- (R)** - Reduction in rate
- (M)** - Move of tariff material to different page or a different location on a page
- (T)** - Text change in regulation that does not effect application of a rate
- (N)** - New Rate or Regulation
- (Z)** - Correction

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ACCESS SERVICES

SECTION 1 - DEFINITIONS

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

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

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

Company - XO Massachusetts, Inc., the issuer of this tariff, which is a Washington corporation.

Customer - The person, firm or corporation, which orders or uses service and is therefore responsible for the payment of charges and compliance with the Company's regulations. (T)

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.

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 provided under this tariff. Rates and charges are developed based on the specific circumstances of the case.

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

ACCESS SERVICES

SECTION 1 – DEFINITIONS, (CONT'D.)

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.

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

Mbps - Megabits per second.

Network - The Company's digital fiber optics-based network.

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-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 - A call originating on and placed via non-company owned or company leased facilities.

On-Net - A call originating on and placed via company owned or company leased facilities.

ACCESS SERVICES

SECTION 1 – DEFINITIONS, (CONT'D.)

PIU - Percent Interstate Usage

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 - The space occupied by a Customer or authorized user in a building or buildings or contiguous property (except railroad right-of-way, etc.) not separated by a highway.

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

Service - The Company's telecommunications access service offered on the Company's network and provided to the Customer by the Company either pursuant to a written request for Network Services or through the Customer's use of the Company's Services. (T)

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. (T)

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. (T)

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.

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

ACCESS SERVICES

SECTION 2 – REGULATIONS**2.1 Undertaking of the Company**

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

2.1.1 Shortage of Equipment or Facilities

- (a) 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.
- (b) 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.
- (c) 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

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

SECTION 2 – REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.2 Terms and Conditions (cont'd)**

- (c) Service may be terminated at the end of the term by either party providing the other with written notice of termination at least thirty (30) days prior to the terminations date. If the customer does not cancel Service before the end of the Initial Term, XO will automatically renew Service for a similar term at rates set forth in this tariff. 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.
- (d) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- (e) 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.
- (f) 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 (h) below.
- (g) 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.

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ACCESS SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.2 Terms and Conditions (cont'd)**

- (h) 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.

2.1.3 Liability of the Company

- (a) The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the lesser of \$500 or, in the event of a failure of service, an amount equal to no more than the proportionate charge (based on the rates then in effect) for the service during the period of time in which the service is affected. 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.
- (b) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other state or 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 of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.
- (c) The Company shall not be liable for (a) any act or Omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Network Services; or (b) for the acts or omissions of common carriers or warehousemen.
- (d) 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.

ACCESS SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Liability of the Company (cont'd)**

- (e) The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the Provisions of this section as a condition precedent to such installations.
- (f) The Company is not liable for any defacement of, or damage to, Customer premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- (g) Notwithstanding the Customer's obligations as set forth in Section 2.3.2 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- (h) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

ACCESS SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Liability of the Company (cont'd)**

- (i) The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- (j) The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.
- (k) The Company shall be indemnified and held harmless by the Customer against any claim, loss or damage arising from the Customer's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the Customer's or the Customer's End Users own communications; patent infringement claims arising from the Customer's or the Customer's End Users combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; and all other claims arising out of any act or omission of the Customer or Customer's End User in connection with any service provided pursuant to this tariff.

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ACCESS SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Liability of the Company (cont'd)**

- (l) The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of service furnished by the Company at such locations.
- (m) The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense.
- (n) The Company shall not be liable for any act or omission concerning the implementation of presubscription, as defined herein.

ACCESS SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

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

2.1.3 Liability of the Company (cont'd)

- (o) With respect to Telecommunications Relay Service (TRS), any service provided by Company which involves receiving, translating, transmitting or delivering messages by telephone, text telephone, a telecommunications device for the deaf, or any other instrument over the facilities of Company or any connecting Carrier, Company's liability for the interruption or failure of the service shall not exceed an amount equal to the Company's charge for a one minute call to the called station at the time the affected call was made.
- (p) 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.
- (q) THE COMPANY MAKES NO REPRESENTATION OR WARRANTY EITHER EXPRESS OR IMPLIED REGARDING THE SERVICES OR SYSTEM EQUIPMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, 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.

ACCESS SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 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.

2.1.5 Provisions of Equipment and Facilities

- (a) 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.
- (b) 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.

ACCESS SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.5 Provisions of Equipment and Facilities (cont'd)**

- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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:
 - (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment.
- (g) 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.

ACCESS SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.6 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.

2.1.7 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:

- (a) where Company facilities are not presently available, and Company agrees to construct those facilities;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (c) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) in a quantity greater than that which the Company would normally construct;
- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of its normal construction.

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

ACCESS SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.8 Ownership of Facilities**

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

2.2 Prohibited Uses

- (a) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, license, consents and permits.
- (b) 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 Massachusetts Department of Telecommunications and Energy and Federal Communications Commission regulations, policies, orders, and decisions.
- (c) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer**2.3.1 The Customer shall be responsible for:**

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) damage to or loss of Company 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;
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

ACCESS SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)**

- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide 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;
- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of Company facilities and equipment in any Customer premises or the right-of-way for which Customer is responsible under section 2.3.1 (d); 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
- (g) not creating or allowing to be placed any liens or other encumbrances on Company equipment or facilities.

ACCESS SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.2 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, including reasonable attorney fees for:

- (a) 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 party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of Company services and facilities in a manner not contemplated by the agreement between Customer and the Company.

2.3.3 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.

- (a) **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.

ACCESS SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.3 Jurisdictional Reporting (cont'd)****(a) Originating Access, (continued)**

- (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.

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

(c) Except where the Company measured access minutes are used as set forth in (a) 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.

(d) 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,

ACCESS SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.3 Jurisdictional Reporting (cont'd)**

- (d) 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.
- (e) **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.

- (f) **Determination of Jurisdiction of Mixed Use Special Access Service**

When an ASR is submitted for interstate and intrastate Special Access Service or the Customer uses such services, 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.

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ACCESS SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.3 Jurisdictional Reporting (cont'd)****(f) Determination of Jurisdiction of Mixed Use Special Access Service, (continued)**

- (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. (T)
- (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.

2.4 Customer Equipment and Channels**2.4.1 In General**

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

2.4.2 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.
- (b) 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.

ACCESS SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels (Cont'd)****2.4.3 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.

2.4.4 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 section 2.4.2 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.

2.5 Payment Arrangements**2.5.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

ACCESS SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)**2.5 Payment Arrangements (Cont'd)****2.5.1 Payment for Service (cont'd)****Taxes**

The Customer is responsible for the payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices. Any taxes imposed by local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions. If an entity other than the Company (e.g., another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's Non-recurring Charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

ACCESS SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)**2.5 Payment Arrangements (Cont'd)****2.5.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued during the preceding business cycle.

- (a) Non-recurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.
- (b) The Company shall present invoices monthly to the Customer for non-usage sensitive Recurring Charges in advance of and for usage sensitive charges in arrears of the month for which said charges are accrued. Recurring and usage sensitive charges shall be due and payable within 30 days after the invoice date.
- (c) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the action 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.
- (d) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service order. In any case, the Service Commencement Date shall be no later than the first day that Customer begins using the Service. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (e) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be a portion of the payment not received by the due date, multiplied by a late factor of 1.5%.

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ACCESS SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)**2.5 Payment Arrangements (Cont'd)****2.5.2 Billing and Collection of Charges, (cont'd.)****(f) Ordering, Rating and Billing of Access Services Where More than One Exchange Carrier is Involved**

All Recurring and Non-Recurring Charges for services provided by each Exchange Carrier are billed under each Company's applicable tariffs. Under a Meet Point Billing arrangement, the Company will bill for charges for traffic carried between the Company Local Switching Center and the End User and for the portion of any transport facilities provided by the Company between the Customer's location and the Company's local switching center.

The multiple billing arrangement described in this section is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD).

The Company must notify the Customer of: 1) the meet point option that will be used; 2) the Carrier(s) that will render the bill(s); 3) the Carrier(s) to whom payment should be remitted; and 4) the Carrier(s) that will provide the bill inquiry function. The Company shall provide such notification at the time orders are placed for Access Service. Additionally, the Company shall provide this notice in writing 15 days in advance of any changes in the arrangement.

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

- (1)** The Company must receive an order for Feature Group D (FGD) Switched Access Service, as defined herein, ordered to the Company's Local Switching Center through a switch operated by another Exchange Carrier.
- (2)** In addition, for FGD Switched Access Service ordered to the Company's Local Switching Center through a switch operated by another Exchange Carrier with whom the Company has an agreement, the Customer may be required to submit an order as specified by the Exchange Carrier which operates the switch.

ACCESS SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges, (cont'd.)

(f) **Ordering, Rating and Billing of Access Services Where More than One Exchange Carrier is Involved**

(3) Separate bills will be rendered by the Exchange Carrier for FGD access service.

(4) **Rating and Billing of Service** - Each company will provide its portion of access service based on the regulations, rates and charges contained in its respective Access Service tariff, subject to the following rules, as appropriate:

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

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

2.5.2.a Billing Or Payment Disputes

Customer Must Dispute Bills or Rates Charged Within 30 Days of Invoice: If a Customer does not give the Company written notice of a billing or rate dispute within thirty (30) days from the date the invoice was rendered, such invoice and the charges levied shall be deemed to be reasonable, correct and binding. In the event Customer disputes any billing or rates, Customer shall notify Company in writing, providing the billing identification, trouble ticket number and an explanation for the dispute, and shall nevertheless pay all undisputed charges within the thirty (30) day period specified above. Company will investigate the dispute and attempt to resolve the billing or rate issues within fifteen (15) days. Payment shall not prejudice Customer's right to dispute charges, so long as they are disputed in the manner and within the thirty (30) days specified in this Section. No action or proceeding against the Company disputing bills or rates charged shall be commenced unless Customer has first complied with this Section, or in any event more than 90 days after the service is rendered.

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2.5.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring 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 nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

ACCESS SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)**2.5 Payment Arrangements (Cont'd)****2.5.4 Deposits**

- (a) To safeguard its interest, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
 - (1) two month's charges for a service or facility which has a minimum payment period of one month; or
 - (2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request. Furthermore, the Company will review accounts as the D.T.E. requires (at least every year for residential accounts and at least every two years for a non-residence account) for the return of customer deposits.
- (b) A deposit may be required in addition to an advance payment.
- (c) When a service or facility is discontinued, the amount of a deposit, if any, and any interest accrued pursuant to (d) below, 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.
- (d) Deposits will accrue interest at a rate determined by the Massachusetts Department of Telecommunications and Energy.

ACCESS SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)**2.5 Payment Arrangements (Cont'd)****2.5.5 Discontinuance of Service**

- (a) Upon nonpayment of any amount owing the Company, the Company may, by giving ten day's prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- (b) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days prior written notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (c) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- (d) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may, with requisite notice to the Customer, immediately discontinue or suspend service without incurring any liability.
- (e) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- (f) Upon the Company's discontinuance of service to the Customer under section (a) or (b) above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

ACCESS SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)**2.5 Payment Arrangements (Cont'd)****2.5.5 Discontinuance of Service, (cont'd.)**

- (g) When Access Service is provided by more than one company, the companies involved in providing the joint service may individually or collectively deny service to a Customer for non-payment. Where the company(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other company(s) will, if technically feasible, assist in denying the joint service to the Customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the company initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the company whose Local Switching Center serves the Customer shall apply for joint service discontinuance.
- (h) The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability:
 - (1) Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section if
 - (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
 - (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or

ACCESS SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)**2.5 Payment Arrangements (Cont'd)****2.5.5 Discontinuance of Service, (cont'd.)****(h) (continued)****(1) (continued)**

- (c)** The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.4 (a) above; or
- (d)** The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or
- (e)** The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or
- (f)** The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - (1)** Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - (2)** Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - (3)** Any other fraudulent means or devices.
- (2)** Immediately upon written notice to the Customer of any sum thirty (30) days past due;

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SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service, (cont'd.)

(h) (continued)

- (3)** Immediately upon written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.4(a) , above; or
- (4)** Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

ACCESS SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)**2.5 Payment Arrangements (Cont'd)****2.5.6 Cancellation of Application for Service**

- (a) Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (b) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).
- (c) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such case, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- (d) The special charges described in (b) and (c) above will be calculated and applied on a case-by-case-basis.

2.5.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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SECTION 2 – REGULATIONS, (CONT'D.)**2.6 Allowances for Interruptions in Service**

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

- (a) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when a Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is repaired or is inoperative but the Customer declines to release it for testing and repair.
- (b) For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified thereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- (c) A credit allowance will be given for interruptions of 15 minutes or more, except for switched access service as noted in Section (d) below. Credit allowances shall be calculated as follows:

Interruptions of 24 hours or Less:	Interruption Credit
Less than 15 minutes	None
15 minutes up to, but not including 3 hours	1/10 Day
3 hours up to, but not including 6 hours	1/5 Day
6 hours up to, but not including 9 hours	2/5 Day
9 hours up to, but not including 12 hours	3/5 Day

ACCESS SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)**2.6 Allowances for Interruptions in Service, (Cont'd.)****2.6.1 Credit for Interruptions (cont'd)**

Interruptions of 24 hours or Less:	Interruption Credit
12 hours up to, but not including 15 hours	4/5 Day
15 hours up to, but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any 24-hour period shall be considered as one interruption.

- (d) For Switched Access Service, no credit will be allowed for an interruption of less than 24 hours. After the first 24-hour period, a credit equal to 1/30 of the applicable recurring transport charges will be applied to each interruption which is in excess of 12 hours and up to 24 hours.

Interruptions Over 24 Hours and Less than 72 Hours - Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full days credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours - Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credited will be allowed for any one-month period.

ACCESS SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)**2.6 Allowances for Interruptions in 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 company providing service connected to the service of the Company;
- (b) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common companies connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements, and
- (g) interruption of service due to circumstances or causes beyond the control of the Company.

ACCESS SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)**2.6 Allowances for Interruptions in Service, (Cont'd.)****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.

2.6.4 Cancellation for Service Interruption

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

2.7 Cancellation of Service

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 Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and shall be payable within the period set forth in 2.5: 1) all Non-Recurring charges reasonably expended by the Company to establish service to Customer, plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus 3) all Recurring Charges specified in the applicable Service Order for the balance of the then current term.

The terms and conditions specified in Section 3.2.3 will apply for cancellation of an access service request.

ACCESS SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)**2.8 Transfers and Assignments**

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

2.9 Notices and Communications

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

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

2.9.3 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 placement 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.

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

ACCESS SERVICES

SECTION 3 - ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE**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. 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.

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.

ACCESS SERVICES

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

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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 (b) 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.

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When a customer requests new or additional Switched Access Service, one or more ASR's 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 5.2.3 (a) and (b), 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.

ACCESS SERVICES

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

- (a) **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.
- (b) **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.

ACCESS SERVICES

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

3.2 Access Order, (Cont'd.)

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.

ACCESS SERVICES

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

3.2 Access Order, (Cont'd.)

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

- (a) **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.

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ACCESS SERVICES

SECTION 3 - ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE, (CONT'D.)**3.2 Access Order, (Cont'd.)****3.2.2 Access Service Request Modifications, (cont'd.)**

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 (b).

- (b) **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 (b), are in addition to any Service Date Change Charges that may apply.

- (c) **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.

ACCESS SERVICES

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

3.2 Access Order, (Cont'd.)

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

(c) Expedited Order Charge: (Cont'd)

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.

ACCESS SERVICES

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

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Except as stated herein, Cancellation Charges will apply as specified in Section 6.3.3(c).

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

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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. Cancellation Charges will apply for Special Access Service if the Customer cancels more than 48 hours after the Application Date. 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.

ACCESS SERVICES

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

(a) 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;
- (7) A change from 2-point to multipoint Special Access Service.

ACCESS SERVICES

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

3.2 Access Order, (Cont'd.)

3.2.4 Minimum Period of Service, (cont'd.)

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

ACCESS SERVICES

SECTION 4 – RESERVED FOR FUTURE USE

ACCESS SERVICES

SECTION 4 – RESERVED FOR FUTURE USE

ACCESS SERVICES

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's Premises to an End User's Premises.

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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.

ACCESS SERVICES

SECTION 5 – SWITCHED ACCESS SERVICE, (CONT'D.)**5.2 Provision and Description of Switched Access Service Agreements (Cont'd)****5.2.1 Feature Group D (FGD) Access (Cont'd)**

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.

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.

ACCESS SERVICES

SECTION 5 – SWITCHED ACCESS SERVICE, (CONT'D.)**5.2 Provision and Description of Switched Access Service Agreements (Cont'd)****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

Except as stated as follows, Tandem Connect Service is provided in conjunction with the tandem provider serving the area. Charges are computed in accordance with Section 2.5.2 (f) preceding (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Telephone Company is Involved).

(1) Direct Connect

The Company will provide Direct connect, between the Customer's Premises and the Company's Local Switching Center switch(es). 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 electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths. A DS3 facility is capable of transmitting electrical signals at a nominal 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 the applicable rate elements as specified in 6.3.3 (a)(2).

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ACCESS SERVICES

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.)****(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 a Minutes of Use (MOU) based End-Office switching and tandem switched transport charges.

(3) 800 Database Access Service

800 Database Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 800+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 800 number to determine the Customer location to which the call is routed.

The 800 Database charge, which consists of a single, fixed rate element, applies on a per query basis.

(4) Switched Access Service Optional Features

(a) 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

ACCESS SERVICES

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.)****(4) Switched Access Service Optional Features, (continued)**

(b) 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.

- (1) 800 Database Access Service Query
- (2) Signaling Transfer Point Access

(c) 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 (a).

(1) Common Switching Optional Features - At the Customer's option, the following standard features are available at the rates specified in Section 6.3.3(d):

- 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

ACCESS SERVICES

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.)****(4) Switched Access Service Optional Features, (continued)****(c) 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.

ACCESS SERVICES

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. The competitive pricing arrangement contracts, once executed, will be filed with the Public Service Commission under proprietary agreement.

ACCESS SERVICES

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.

ACCESS SERVICES

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 2.3.3 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.

ACCESS SERVICES

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

- (a) **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

- (a) **800 Database Access Service** - The Customer will be charged a per query based on a query of the 800-NXX-XXXX dialed and/or delivered to the Customer in conjunction with 800 Data Base Access Service.
- (b) **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.

5.5.3 Feature Group D Optional Features

- (a) **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

ACCESS SERVICES

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)****(a) Common Switching Optional Features, (continued)**

(1) Alternate Traffic Routing, (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.

ACCESS SERVICES

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)****(a) Common Switching Optional Features, (continued)**

- (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.
- (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.

ACCESS SERVICES

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)****(a) Common Switching Optional Features, (continued)**

- (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.

ACCESS SERVICES

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.

- (a) 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;
- (b) cost of maintenance;

ACCESS SERVICES

SECTION 6 – RATES AND CHARGES, (CONT'D.)**6.1 Special Construction, (Cont'd.)****6.1.2 Basis for Cost Computation, (cont'd.)**

- (c) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- (d) administration, taxes and uncollectable revenue on the basis of reasonable average costs for these items;
- (e) license preparation, processing and related fees;
- (f) Tariff preparation, processing and related fees;
- (g) any other identifiable costs related to the facilities provided; or
- (h) an amount for return and contingencies.

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.

- (a) The termination liability period is the estimated service life of the facilities provided.
- (b) The amount of the maximum termination liability is equal to the estimated amounts for:

ACCESS SERVICES

SECTION 6 – RATES AND CHARGES, (CONT'D.)**6.1 Special Construction, (Cont'd.)****6.1.3 Termination Liability, (cont'd.)****(b) (continued)**

- (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:
 - (a)** equipment and materials provided or used,
 - (b)** engineering, labor and supervision,
 - (c)** transportation, and
 - (d)** 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.
- (c)** The applicable termination liability charge is based on the normal method for circulating the unpaid balance of a term obligation.

6.2 Special Access Services**6.2.1 Reserved for Future Use****6.2.2 Reserved for Future Use****6.2.3 Reserved for Future Use**

ACCESS SERVICES

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

6.2 Special Access Services

ACCESS SERVICES

SECTION 6 – RATES AND CHARGES, (CONT'D.)**6.2 Special Access Services, (Cont'd.)****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.

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

(b) **DS-1 Rates**

RECURRING PER MONTH

Channel Termination
per point of termination

ICB

Channel Mileage

Fixed (0 mile)

ICB

Per mile

ICB

Optional Features

- multiplexing, DS-1 to DS-0

ICB

NON RECURRING CHARGES

Channel termination

per point of termination

ICB

Subsequent, same locations

ICB

Optional Features

- multiplexing, DS-1 to DS-0

ICB

ACCESS SERVICES

SECTION 6 – RATES AND CHARGES, (CONT'D.)**6.2 Special Access Services, (Cont'd.)****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.

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

(b) DS-3 Rates

	RECURRING PER MONTH
Channel Termination	
per point of termination	ICB
Channel Mileage	
Fixed (0 mile)	ICB
Per mile	ICB
Optional Features	
- multiplexing, DS-1 to DS-0	ICB
NON RECURRING CHARGES	
Channel termination	
per point of termination	ICB
Subsequent, same locations	ICB
Optional Features	
- multiplexing, DS-1 to DS-0	ICB

ACCESS SERVICES

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

Reserved for Future Use.

ACCESS SERVICES

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

Reserved for Future Use.

ACCESS SERVICES

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

Reserved for Future Use.

ACCESS SERVICES

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).

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

ACCESS SERVICES

SECTION 6 – RATES AND CHARGES, (CONT'D.)**6.3 Switched Access Services****6.3.1 Application of Rates****(a) 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.

(T)**(b) Tandem Connect**

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

(T)**(c) 800 Number Translation Charge**

The 800 Number Translation Charge applies for the translation of a specific 800 number to a ten digit telephone number on a per query basis.

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 that 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.

ACCESS SERVICES

SECTION 6 – RATES AND CHARGES, (CONT'D.)**6.3 Switched Access Services, (Cont'd.)****6.3.2 Billing of Access Minutes, (cont'd.)**

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.

6.3.3 Rates and Charges

- | | | |
|---|-----------------|-----------|
| (a) Service Implementation | | |
| Installation Charge (Per End) | | |
| DS-1 | | DS-3 |
| ICB | | ICB |
| (b) Change Charges (Per Order) | | |
| Per Occurrence | | |
| 1. | Service Date | \$ 0.00 |
| 2. | Design Changes | \$0.00 |
| 3. | Expedite Charge | \$ 215.00 |
| (c) Cancellation Charges (Per Order) | | \$0.00 |

ACCESS SERVICES

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

6.3 Switched Access Services, (Cont'd.)

6.3.3 Rates and Charges, (cont'd.)

(d) Switched Access

(1) Entrance Facility Charge

Per DS1

The rates and charges for DS1 Entrance Facilities are the charges set forth for the Company's DS1 Special Access Service as specified in Section 6.2.4 of this tariff.

Per DS3

The rates and charges for DS3 Entrance Facilities are the charges set forth for the Company's DS3 Special Access Service as specified in Section 6.2.5 of this tariff.

(2) End Office Switching Charge

**Per Access Minutes
of Originating Use**
\$0.002797

**Per Access Minutes
of Terminating Use**
\$0.031329

(3) Tandem Switched Transport Charge

**Per Access Minutes
of Originating Use**
\$0.006122

**Per Access Minutes
of Terminating Use**
\$0.006763

(4) Tandem Switching
Per Access Minute

\$0.001068

(N)
(N)

(e) Chargeable Optional Features

(1) 800 Data Base Access Service Basic Query

Per Query

\$0.011

ACCESS SERVICES

SECTION 6 – RATES AND CHARGES, (CONT'D.)**6.3 Switched Access Services, (Cont'd.)****6.3.3 Rates and Charges, (cont'd.)****(e) Chargeable Optional Features****(2) Signaling Transfer Point Access**

Monthly Per Mile ICB	Non-Recurring Per Port ICB	Via Third Party ICB
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(f) Non-chargeable Optional Features

Supervisory Signaling	ICB
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(g) Feature Group D Optional Features**(1) Common Switching Optional Features**

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

ACCESS SERVICES

SECTION 6 – RATES AND CHARGES, (CONT'D.)**6.4 Billing Name and Address (BNA) Service**

- 6.4.1** 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

ACCESS SERVICES

SECTION 6 – RATES AND CHARGES, (CONT'D.)**6.5 Access Service Order Charge**

Company will assess an Access Service Order Charge of \$100.00 each time a Customer requests a Carrier Identification Code to be added to a Company switch. The Customer would initiate this request with a submission of an Access Service Order to the Company.

6.6 Historic Invoices

The Company will furnish, upon the 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.

<u>Format</u>	<u>Rate Per Invoice</u>
<u>Electronic</u>	\$10.00
CSV/CD of CDR	\$25.00

(N)

(N)

ACCESS SERVICES

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

6.7 Service Order Changes

6.7.1 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.

6.7.2 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.

ACCESS SERVICES

SECTION 7 –(RESERVED FOR FUTURE USE)

(D)(T)

(D)