TITLE SHEET

ACCESS SERVICES TARIFF

This Tariff applies to the Competitive Intrastate Telecommunications Access Service furnished by MTC Communications, Inc. ("Company"). This tariff is on file with the Illinois Commerce Commission ("Commission"), and copies may be inspected, during normal business hours, at the Company's principal place of business, which is located at 210 North Coal Street, Colchester, IL 62326.

Issued By: Marsha Livingstone, VP of Operations
MTC Communications, Inc.
210 North Coal Street, PO Box 359
Colchester, IL 62326

CHECK SHEET

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets 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.

Sheet	Revision	Sheet	Revision
1	Original	31	Original
2	16th Revised *	32	Original
3	Original	33	Original
4	Original	34	Original
5	Original	35	Original
6	Original	36	Original
7	1st Revised	37	Original
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15	Original	45	1st Revised
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20.1	1st Revised	51	Original
20.2	1st Revised	52	14th Revised *
20.3	1st Revised	52.1	14th Revised *
20.4	1st Revised	52.1.1	Original
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* New or Revised Page

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SYMBOLS

The following symbols shall be used in this tariff for the purposes indicated below:

C – Changed Rate, Regulation or Condition

D - Deleted or Discontinued Material

I - Change Resulting In A Rate Increase M

- Moved From Another Tariff Location N

- New Material

R - Change Resulting In A Rate Reduction

T - Change In Text Only, No Change In Rate

TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff.

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

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

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a)

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

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Minutes – The increment used in measuring usage of exchange facilities for the purpose of calculating the chargeable usage.

Access Tandem – A switching system which provides a traffic concentration and distribution function for the originating or terminating traffic the end office and a customer's premise.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Call – A customer attempt where the complete address code is provided to the service end office or access tandem switch.

Carrier or Company - Whenever used in this tariff, "Carrier" or "Company" refers to MTC Communications, Inc., unless otherwise specified or clearly indicated by the context.

Central Office – The Company's switching system, or another local exchange carriers switching system, where customer station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities.

Customer - The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Customer Premises – The premises specified by the Customer for the termination of access services.

Commission - The Illinois Commerce Commission.

Due Date - The last day for payment without unpaid amounts being subject to a late payment charge.

End Office – The Central Office that the End User's Premises obtain local exchange service and dial tone from the Company.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (contd.)

Exchange – A group of lines in a unit, typically smaller than a LATA, that is established by the Company for the administration of telecommunication services in a specified area. An exchange may consist of one or more than one central office together with the necessary facilities used in furnishing telecommunication service within that area.

Holidays - The Company's recognized holidays are New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (C)

Local Access and Transport Area (LATA) – The geographical area that is established for the provision and administrations of telecommunications service. A LATA encompasses one or more designated exchanges.

Local Exchange Service - Telecommunications service furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

Normal Business Hours – 8:00 AM to 5:00 PM, Monday through Friday, excluding holidays.

Point of Termination – The point of demarcation within the Customer Premises where the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnections between the Company communications facilities and Customer provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

Premises - The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

Trunk – The communications path that connects two switching systems in a network and is used for the establishment of an end to end connection.

Trunk Group – A set of trunks that are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Application of Tariff

2.1.1.A. This Tariff contains the regulations and rates applicable to intrastate Access Services provided by the Company for telecommunications services supplied to customers between points within the State. The Company's services are furnished subject to the availability of suitable facilities and subject to existing regulations and the terms and conditions of this Tariff as well as in the Company's other current Tariffs, and may be revised, added to, or supplemented by superseding issues. Service is available 24 hours a day, 7 days a week.

2.1.1.B. This Tariff, in addition to the regulations and charges herein, is subject to specific regulations as may be prescribed by the Commission.

2.1.2 Scope

2.1.2.A. The Company undertakes to furnish Switched Access Service pursuant to the terms and conditions set forth in this Tariff.

2.1.2.B. The Company is responsible under this Tariff for only the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company's network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2.C. The Customer shall be responsible for all charges due for such service arrangements made in accordance with this Tariff and other current Tariffs.

2.1.3 Terms and Conditions

2.1.3.A. Except as otherwise provided herein, the minimum period of Switched Access Service is one months. A month is considered to have 30 days for the purposes of computing charges under this Tariff.

2.1 Undertaking of the Company (continued)

2.1.3 (continued)

2.1.3.B. Company may require the Customer to enter into a written service order that shall contain or reference the specific description of the service ordered, the rate that will be charged, duration of the services, in addition to the terms and conditions in this tariff. Company may also request the Customer to execute any other documents that may be required.

2.1.3.C. This Tariff shall be interpreted and governed by the laws of the State of Illinois. The Regulations set forth herein apply to all services offered throughout this Tariff unless otherwise specified in the service specific section of this Tariff.

2.1.3.D. Another party must not interfere with the right of any person or entity to obtain service directly from the Company.

2.1.3.E. The prevailing party, in any action between the parties in order to enforce any provision of this Tariff, 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.

2.1.3.F. The customer obtains no property right or interest in the use of any specific type of equipment, facility, service, number, process, or code. All right, title, and interest to such items remain, at all times, solely with the Company.

2.2 Shortage of Equipment or Facilities

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

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

2.3 Use of Service

2.3.1 Services provided under this tariff may be used for any lawful purpose for which the service is technically suited. The Company may require a customer to immediately shut down its transmission if such transmission is causing interference to others.

2.3.2 The recording of telephone conversations of service that is provided by the Company is prohibited except as authorized by the applicable federal, state and local laws.

2.4 Assignment or Transfer

2.4.1 The Customer or the Company may not transfer or assign its rights or duties of the services and facilities, which are provided under this Tariff and controlled by the Company, without the express prior written consent of the other party. The Company may assign its rights or duties to any subsidiary, parent Company or affiliate; due to any financing, merger or reorganization of the Company; or due to any sale or transfer of all the assets of the Company.

2.4.2 Transfer or assignment only shall apply if the existing customer has paid all charges owed to the Company for services. Transfer of service will be subject to credit validation of the transfer-to-entity and that entity's providing any necessary deposits or advance payments.

2.4.3 A termination charge or minimum charge will not be applied, unless stated specifically elsewhere in this tariff, where there is no interruption of the use or location of service and that the new customer assumes any and all unpaid charges and termination liabilities of the original customer. Any new services furnished which are not retained by the new customer, will have termination and minimum charges applied.

2.4.4 All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

2.5 Ownership of Facilities

2.5.1 The Customer obtains no interest or property right in the use of any specific type of facility, service, equipment, process, number or code.

2.5.2 The Company shall retain the rights, interest and title to all facilities utilized to provide service under the provisions of this tariff. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request. Such facilities shall be in as good condition as reasonable wear permits.

2.6 Liabilities of the Company

2.6.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities, and not caused by the negligence of the Customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission occurs. The maximum refund or charge will not exceed an estimated amount equal to such charge or refund for a 6 month period. No other liability shall in any case attach to the Company.

2.6.2 The company shall be indemnified and saved harmless (including costs and reasonable attorney's fees) by the customer or Customers against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof; against claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company, apparatus, systems and their associated wiring of the customer; against claims for any accident, injury, or death occasioned by the Company's equipment or facilities when such is not due to negligence of the Company; and against all other claims arising out of any act or omission of a customer in connection with the facilities provided by the Company.

2.6.3 The Company is not liable for any defacement of or damage to the premises or property of a Customer resulting from the existence of facilities furnished by the Company on the premises, or the installation or removal of such facilities, unless such defacement or damage is the result of the negligence of the Company.

2.6.4 The Customer indemnifies and saves the Company harmless against any accident, injury or death caused through the use of telephone apparatus which fail to meet the industry dielectric requirements when such apparatus is provided by the Customer. The Company has the right of refusing to, or ceasing to, render telephone service to a customer if at any time any of the telephones, appliances, lines, or apparatus on the customer's premises shall be considered unsafe by Company personnel, or if the use of the service shall be prohibited by or forbidden under any law, ordinance or regulation.

2.6.5 When lines of another telephone company are used in establishing connection to points not reached by the lines of the Company, the Company is not liable for any act or omission of that other company.

2.7 Liabilities of the Customer

2.7.1 The Customer will be held liable for any damages to the facilities owned by the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

2.7.2 The Customer shall indemnify, defend and hold harmless the Company from and against all claims, damages, liabilities, cost and expenses (including reasonable legal fees), to the extent caused by any intentional act or negligence of the Customer in 2.7.1 above, for: 1) any loss, destruction or damage to property of any third party, and 2) any liability that was incurred by the Company to any third party pursuant to this tariff or any other tariff of the Company, or otherwise, for any interruption, interference, or other defect in any service provided by the Company to such third party.

2.7.3 The Customer will not assert any claim against any other Customer or user of the Company's facilities or equipment for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, which includes but is not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not the other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand the Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

2.8 Obligations of the Customer

2.8.1 The Customer will be responsible for making application with the Company for service; placing any necessary orders; complying with the tariff regulations; and submitting payment of charges for services provided. Customer responsibilities include, but are not limited to the following:

2.8.1.A. shall provide at no charge any needed equipment, secured space, power, supporting structures, and conduit, as specified from time to time by the Company, to operate Company equipment and facilities that are installed on the premise of the Customer. In addition to provide the level of heating and cooling necessary to maintain the proper operating environment on such premise;

2.8.1.B. shall provide a safe working place and will comply with all laws and regulations regarding the working conditions on the premise where Company employees will be installing or maintaining the Company's equipment and facilities. The Customer may be required to install and maintain the Company's equipment and facilities within a hazardous area, if, in the opinion of the Company, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer will be responsible to identify, monitor, remove and dispose of any hazardous material prior to any construction or installation work;

2.8.1.C. shall obtain, maintain and otherwise have full responsibility for all rights-of-ways and conduit necessary for the installation of cable and associated equipment used to provide telecommunications services to the Customer from the cable building entrance or property line to the location identified in 2.8.1.A. All costs associated with obtaining and maintenance of the rights-of-way described herein, including any costs of altering the structure to permit installation of the Company facilities, shall be the entire responsibility of, or may be charged by the Company to, the Customer. Before accepting an order for service, the Company may require the Customer to demonstrate its compliance with this section;

2.8.1.D. shall comply with all laws and regulations that are applicable to, and obtain all consents, approvals, permits and licenses as may be required with respect to, the location of Company's equipment and facilities in any Customer Premise or the rights-of-way that Customer is responsible for in 2.8.1.C. In addition, shall grant

2.8 Obligations of the Customer (continued)

2.8.1 (continued)

2.8.1.D. (continued)

or obtain permission for Company agents or employees to enter the Customer Premise at any time for the purpose of installing, inspecting, maintaining, repairing, or upon the termination of service as stated herein, or removing the equipment or facilities of the Company;

2.8.1.E. shall reimburse the Company for any damages to or loss of the Company's equipment or facilities that is caused by the acts or omissions of the Customer; the non-compliance by the Customer of these regulations; or by a fire, theft or other casualty on the Customer Premise, unless it was caused by the negligence or willful misconduct of the Company's employees;

2.8.1.F. shall not create or allow to be placed, any liens or encumbrances on the Company's equipment or facilities;

2.8.1.G. shall make available for periodic maintenance purposes at a time that is agreeable to both the Company and the Customer, the Company equipment and facilities. There will be no allowance made for the period of time during which service in interrupted for such purposes;

2.8.1.H. shall take the necessary steps to either cancel or otherwise discontinue any service to be replaced by any of the Company's service(s) as described in this tariff; and

2.8.1.I. shall ensure that all Customer provided equipment and or systems will be properly interfaced with the Company's facilities or services, that any signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the Customer and are in compliance with the criteria that is set forth in this tariff. Also, that the signals will not damage the equipment, injure any personnel, or degrade the service to other Customers.

2.8.2 The following Customer responsibilities, with regard to access services provided by the Company, include but are not limited to:

2.8 Obligations of the Customer (continued)

2.8.2 (continued)

2.8.2.A. Customer Services – Customer shall be responsible for the overall design of its services and any redesigning or rearrangements of its services which may be required due to changes in facilities, operations or procedures of the Company, minimum protection criteria, or operating or maintenance characteristics of the facilities.

2.8.2.B. Coordination of Network Contingency – In cooperation with the Company, the Customer shall coordinate in planning the actions that will be taken to maintain maximum network capability following either natural or man-made disasters which affect telecommunications service.

2.8.2.C. Jurisdictional Reports – Upon ordering Access Service, the Customers projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. The PIU will be used by the Company to apportion the use and / or charges between interstate and intrastate until a revised report is received. No prorating or back billing will be done based on the revised report. Reported or default PIU factors are only used where the call detail is insufficient to determine the appropriate jurisdiction of the traffic. The jurisdictional reporting requirements are specified below.

For purposes of developing the projected interstate, the customer shall consider every call that originates from a calling party in one state and terminates to a called party in a different state to be interstate communications. The customer shall consider every call that terminates to a called party within the same state as the state where the calling party is located to be intrastate communications. The manner in which a call is routed through the telecommunications network does not affect the jurisdiction of a call, i.e., a call between two points within the same state is an intrastate call even if it is routed through another state.

Originating Access- Traffic that originates from the Company Local Switching Center is classified as originating access minutes. The Customer will provide its projected PIU factor to the Company on a quarterly basis. If the customer fails to provide a PIU factor on its order for service, the following provisions apply. For originating access minutes, when the call detail is adequate to determine the appropriate jurisdiction and when the Feature Group D access minutes of use are measured, the Company will develop PIU factor(s) on a monthly basis by end office by dividing the customer's measured interstate originating access minutes (the access minutes where the calling party is in one state and the called party is in another state) by the customer's total originating access minutes.

2.8 Obligations of the Customer (continued)

2.8.2 (continued)

2.8.2.C. . (continued)

Terminating Access- Traffic that terminates to the Company Local Switching Center is classified as terminating access minutes. The Customer will provide its projected PIU factor to the Company on a quarterly basis. If the customer fails to provide a PIU factor on its order for service, the following provisions apply. For terminating access minutes, the same data used by the Company to develop the PIU factor for originating access minutes will be used to develop the PIU factor for such terminating access minutes.

Except in the cases where the Company measured access minutes are used for originating and terminating, the Customers provided projected PIU factor will be used until the Customer provides a different projected PIU factor.

Separate PIUs are required for flat rated Switched Access Services Optional Features and Functions. The PIU factor(s) for use with such flat rated elements will reflect the combination of originating and terminating traffic of all services using such facilities. If the customer fails to provide a PIU factor on its order for service, the Company will apply the PIU factor it developed, against the customer's flat rated Switched Access Services to apportion those changes between the jurisdictions.

2.8 Obligations of the Customer (continued)

2.8.2 (continued)

2.8.2.D. Jurisdictional Audits- Sufficient details shall be kept by the customer for the percentages of interstate and intrastate usage that is reported to the Company so that it can be verified. Upon request of the Company, Customer shall make the detail records available for inspection and audit. Detail records must be maintained for 24 months from the date the reports became effective for billing purposes.

The Company will have the sole discretion to initiate an audit. The Company shall select an independent party to perform the audit. An audit may be initiated for a single customer no more than once per year by the Company. The Customer shall have 30 calendar days of the Company request to supply the required data.

During an audit, if it is discovered that any Customer reported PIU was incorrect, the Company shall apply the result of the audit to all usage affected by the audit. The Customer will be either backbilled or credited, for a period retroactive to the date that the incorrect PIU was reported, but shall not exceed 24 months. The amounts backbilled, will be subject to a late payment penalty and full payment shall be made in immediately available funds, within 31 days from the receipt of the bill or by the following bill date, whichever is a shorter time frame. If the audit reveals the misreported PIU resulted in an underpayment of access charges of five percent or more of the total Switched Access Services bill to the Company, the Customer will reimburse the Company for the cost of the audit. The auditor will submit to the Company reasonable details in a bill as proof of the costs.

The Company shall furnish a copy of the audit results to the personnel designated by the Customer to receive such results within 15 days of the completion of the auditor's report.

2.8 Obligations of the Customer (continued)

2.8.2 (continued)

2.8.2.E. Identification and Rating of Toll VoIP-PSTN Traffic

(A) Toll VoIP-PSTN traffic is defined as traffic exchanged over the Public Switched Telephone Network ("PSTN") facilities that originates and/or terminates in Internet Protocol ("IP") format. This section governs the identification of Toll VoIP-PSTN traffic that, in the absence of an interconnection agreement, is required to be compensated at interstate access rates by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order"). The FCC further clarified certain rules adopted in the Nov. 18, 2011 Order, in WC Docket Nos. 10-90 etc., FCC Release No. 12-47 (April 25, 2012)("Second Order on Reconsideration"). The FCC Second Order on Reconsideration states that, effective July 1, 2014, carriers will be permitted to tariff default rates equal to their interstate originating access rates when they originate Toll VoIP-PSTN traffic. In accordance with the FCC's Second Order on Reconsideration, both the originating and terminating Toll VoIP-PSTN Traffic rates listed in Section 17.2.4 reflect the Telephone Company's applicable tariffed interstate access rates for each rate element. (C) (C) (C) (D) | (D)

Specifically, this section establishes the method of distinguishing such traffic (referred to in this tariff as "Toll VoIP-PSTN Traffic") from the Customer's total intrastate access traffic, so that such Toll VoIP-PSTN Traffic can be billed in accordance with the FCC Order. (C)

This section will be applied to the billing of switched access charges to a customer that is a local exchange carrier only to the extent that the customer has also implemented the billing of interstate access charges for Toll VoIP-PSTN Traffic in accordance with the FCC Order. (C)

(B) Rating of Toll VoIP-PSTN Traffic

The Telephone Company will bill originating and terminating Toll VoIP-PSTN traffic, which it identifies in accordance with this tariff section, at rates equal to the Telephone Company's applicable tariffed interstate switched access rates.

(C)

(C)

2.8 Obligations of the Customer (continued)

2.8.2 (continued)

2.8.2.E. Identification and Rating of Toll VoIP-PSTN Traffic (Cont'd)

(C) Calculation and Application of Percent- VoIP-Usage Factor (C)

The Telephone Company will determine the number of originating and terminating Toll VoIP-PSTN traffic minutes of use ("MOU") to which it will apply its interstate rates under subsection (B) above, by applying a Percent VoIP Usage ("PVU") factor to originating and terminating intrastate access MOU exchanged between the Telephone Company's end user and the customer. The PVU will be derived and applied as follows: (C) (C)

(1) The customer will calculate and furnish to the Telephone Company a PVU factor, along with supporting documentation, representing the whole number percentage of the customer's total originating intrastate access MOU originated by a Telephone Company end user and delivered to the customer. (N) (N)

(2) The customer will calculate and furnish to the Telephone Company a PVU factor, along with supporting documentation, representing the whole number percentage of the customer's total terminating intrastate access MOU that the customer exchanges with the Telephone Company in the State that is sent to the Telephone Company and originated in IP format.

(3) The PVU and supporting documentation shall be based on information that is verifiable by the Telephone Company including but not limited to the number of the customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information. The customer shall not modify its reported PIU factor to account for VoIP-PSTN traffic.

2.8 Obligations of the Customer (continued)

2.8.2 (continued)

2.8.2.E. Identification and Rating of Toll VoIP-PSTN Traffic (Cont'd) (C)

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

(4) After the Telephone Company verifies the originating and terminating PVU provided by the customer the Telephone Company will apply the PVU factors to the associated terminating intrastate access MOU as indicated in Sections (D) and (E) below. (C)

In the event that the Telephone Company cannot verify the customer's originating and/or terminating PVU, the Telephone Company will request additional information to support the originating and/or terminating PVU, during this time no changes will be made to the existing originating and/or terminating PVU. The customer shall supply the requested additional information within 15 days of the Telephone Company's request or no changes will be made to the existing originating and/or terminating PVU. If after review of the additional information, the customer and the Telephone Company establish a revised and mutually agreed upon originating and/or terminating PVU factor, the Telephone Company will begin using the new factor with the next bill period. (C) (C) (C) (C) (C) (C)

If the dispute is unresolved, the customer may request that verification audits be conducted by an independent auditor, at customer's sole expense. During the audit, the most recent undisputed originating and/or terminating PVU factor will be used by the Telephone Company. (C)

(5) If the customer does not supply sufficient supporting documentation, the Company will not accept or apply a customer supplied originating and/or terminating PVU greater than the applicable State percentage as identified in Paragraph 963 of the FCC Order. (C) (C)

2.8 Obligations of the Customer (continued)

2.8.2 (continued)

2.8.2.E. Identification and Rating of Toll VoIP-PSTN Traffic (Cont'd) (C)

(D) Initial PVU Factor

In calculating the initial terminating PVU factor(s), the Telephone Company will take the terminating factor(s) provided by the customer into account retroactively to January 1, 2012, provided that the customer provides the factor(s) and supporting documentation, as specified in subsection (C) above to the Telephone Company no later than 15 days after the effective date of this tariff. If the customer does not furnish the Telephone Company with a terminating PVU factor pursuant to the preceding subsection (C), the initial factor will be zero. (C) (C) (C)

In calculating the initial originating PVU factor, the Telephone Company will take the originating factor provided by the customer into account retroactively to August 15, 2014, provided that the customer provides the factor and supporting documentation, as specified in subsection (C) above to the Telephone Company no later than 15 days after the effective date of this tariff. If the customer does not furnish the Telephone Company with a PVU factor pursuant to the preceding subsection (C), the initial factor will be zero. (N) (N)

(E) PVU Factor Updates[1] (T)

The customer may update the PVU factor(s) quarterly using the method set forth in subsection (C), above. If the customer chooses to submit such updates, it shall forward to the Telephone Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU factor and supporting documentation based on data for the prior three months, ending the last day of December, March, June and September, respectively. Once verified by the Telephone Company the revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new verified factor.

[1] A terminating PVU factor will not be necessary as long as the Company's intrastate terminating switched access rates are at parity with its interstate terminating switched access rates. (N)

2.9 Billing and Payment

2.9.1 Responsibility of Charges – Customer is responsible for payment of all charges for the services and equipment that the Company furnishes to the Customer for the transmission of calls. Specifically, and without limitation, the Customer is responsible for any and all costs incurred as the result of the following:

2.9.1.A. any delegation of authority that results in the use of the Customer's communications equipment and / or network services which result in the placement of calls through the Company;

2.9.1.B. any and all use of the service arrangement that is provided by the Company, which includes calls that the Customer did not individually authorize; and

2.9.1.C. any calls that are placed either by or through the Customer's equipment by means of any remote access feature(s).

2.9.2 Unless otherwise stated in this tariff or by mutually agreed upon contract, the minimum period that services will be provided and that rates and charges are applicable is one month. Charges are applicable when a service is discontinued prior to the expiration of the minimum period whether the service is used or not used.

2.9.3 Payment for services is outlined below.

2.9.3.A. All charges that are due from the Customer will be payable to the Company, or any duly authorized agent to receive such payments. The terms of the payment will be according to the rules and regulations of the Company or agent and subject to the rules of the regulatory bodies having jurisdiction.

2.9.3.B. The Company will invoice the Customer for non-recurring charges for installations, service connections, moves or rearrangements. These charges will be due and payable upon receipt of the invoice by the Customer. Payment of all or a portion of any non-recurring charges may be required prior to commencement of equipment or facility installation or construction that is required to provide the services requested by the Customer, at the Company's discretion.

2.9 Billing and Payment (continued)

2.9.3 (continued)

2.9.3.C. The recurring monthly charges will be invoiced by the Company to the Customer in advance of the month in which service is provided.

2.9.3.D. Usage charge billings that are based upon Customer usage will be billed monthly in arrears for service provided in the preceding billing period.

2.9.3.E. The service commencement date, which is the date the Company notifies the Customer that service or facility is available for use, is the date that the Customer billing will begin. The service commencement date may be postponed by mutual agreement of the parties, or in the event the service or facility does not conform to standards under this tariff or the service order. Billing will accrue and include the day that the service, circuit, arrangement or component is discontinued.

2.9.3.F. In the event service does not begin on the first day of the month or end on the last day of the month, the charges will be calculated on a pro rata basis for the fraction of the month in which service was furnished. For the pro rata calculation, each month will be considered to have 30 days.

2.9.3.G. All bills provided to the customer by the Company are due 31 days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. Amounts not paid in this time frame will be considered past due.

2.9.4 Disputed Charges will be addressed as follows.

2.9.4.A. A Customer must report to the Company or its billing agent any objections to the billed charges within 90 days of the mailing of the Customer issued bill. Any adjustments to a Customer's bill will be made to the extent that circumstances exist and that reasonably indicate that such adjustments are appropriate.

2.9.4.B. Customer must submit a documented claim, in the event of a billing dispute that occurs concerning any charges that the Company bills the Customer, for the disputed amount.

2.9 Billing and Payment (continued)

2.9.4 (continued)

2.9.4.C. No interest credits or penalties will apply in the event the dispute is resolved in favor of the Customer and the Customer had withheld the disputed amount.

2.9.4.D. The disputed amount, in addition to any payments withheld, will be subject to the late penalty as defined in 2.9.5 in the event the dispute is resolved in favor of the Company and the Customer had withheld the disputed amount pending settlement of the dispute.

2.9.4.E. In the event the Customer had paid the disputed amount and the dispute is resolved in favor of the Customer, the Customer will receive from the Company an interest credit for the disputed amount times a late penalty as defined in 2.9.5.

2.9.4.F. In the event the Customer had paid the disputed amount either on or before the payment due date and the dispute is resolved in favor of the Company, there will be no interest credit or penalties applied.

2.9.5 A late charge of 1.5% per month will be calculated on any billed amount due to the Company for which payment has not been received by the Company within 30 calendar days of the mailing date of the Company's invoice for the service provided, or by the due date printed on the invoice, whichever is later. If any portions of the payment received by the Company are funds which are not immediately available upon presentment, a late charge will be calculated. In the event the last calendar day for payment remittance falls on a Sunday, legal holiday or any other day where the Company's offices are closed, the date for payment acceptance prior to assessment of any late payment fees will be extended through to the next business day.

2.9.6 All checks that are returned by a bank or other financial institution for: insufficient funds, uncollected funds, closed account, missing signature or endorsement, apparent tampering, or any other insufficiency or discrepancy necessitating the return of the instrument by the drawee bank or other financial institution will be assessed a $20 service charge by the Company.

2.10 Taxes

2.10.1 On the Customer's bill, the state and local taxes, which also includes gross receipts, sales tax, municipal utilities tax, will be listed as separate line items and are not included in the quoted rates and charges as set forth in the tariff.

The Company will bill pro rata to Customer any gross receipts tax, sales tax, occupation tax, license tax, permit fee, franchise fee, or other regulatory fee or tax as may be imposed by a municipality, other political subdivision or local agency of government, or Commission insofar as practicable and allowable by law, if the Customer is receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. It will be the Customers responsibility to pay any such taxes that may subsequently become applicable, retroactively.

2.10.2 In order to recover amounts the Company is required by government or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs, the Company may adjust its rates and charges or impose additional rates and charges on its Customers.

2.11 Deposits and Advanced Payments

2.11.1 Prior to providing service, the Company reserves the right to verify the creditworthiness of Customers through available verification procedures. When a Customer's creditworthiness is unacceptable to the Company, the Company may determine to refuse to provide service, require a deposit or an advance payment, or otherwise restrict or interrupt service to a Customer.

2.11.2 The Company may require the Customer to make a deposit that will be held as a guarantee for the payment of charges under Commission rules in order to safeguard its interest. If the Customer's financial condition is unacceptable, the Company may require a deposit. If a deposit is required, it will not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The Company may require a deposit in addition to an advanced payment.

2.11.2.A. The amount of any deposit shall not exceed an amount equivalent of the Customers estimated liability for two months of service.

2.11.2.B. Interest will be paid on deposits by the Company and will accrue from the date the deposit is made until it has been refunded to the Customer, but in no case shall interest be allowed for a period extending beyond the date of refund or the date service is terminated, whichever date is earlier. The interest rate to be paid by the Company will be a rate prescribed by the Commission.

2.11.2.C. If the Company determines, based on Customers credit history, that the amount listed in 2.11.2.A. is insufficient, the Company reserves the right to request an additional amount.

2.11.2.D. The Company will promptly and automatically refund the deposit amount to the Customer plus accrued interest, or the balance, if any, in excess of any unpaid bills including any penalties assessed for the service furnished by the Company, upon the discontinuance of service.

2.11 Deposits and Advanced Payments (continued)

2.11.3 The Company may require the Customer to make an advance payment before services and facilities are furnished in order to safeguard its interest. The amount of the advance payment will not exceed an amount equal to one month's estimated billing. The advance payment will be applied against the next month's charges and if necessary, a new advance payment may be collected for the next month. Interest will not accrue on advance payments. The Company may require an advance payment in addition to a deposit. Customer's financial condition is either unacceptable or is not a matter of general knowledge, the Company may require a deposit. If a deposit is required, it will not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The Company may require a deposit in addition to an advanced payment.

2.12 Customer Cancellations

2.12.1 By providing the Company with a written notification 30 days prior to a requested cancellation date, the Customer may cancel such service from the Company. The Company will hold the Customer responsible for payment of all bills for services provided until the cancellation date as specified by the Customer, or until 30 days after the date that the cancellation notice is received by the Company, whichever date is later.

2.12.2 Customers that are seeking to cancel service have an affirmative obligation to re-route the traffic to another carrier and shall not use Company access services that is originating from or terminating to the Company's network. The Customer will have constructively ordered switched access service from the Company by originating traffic from or terminating traffic to the Company's network.

2.12.3 In the event a service order is canceled or service is terminated by a Customer before the completion of the term or where the Customer breaches the terms in the service contract, the Company may request the Customer to pay to the Company termination liability charges. These charges will become due as of the effective date of the termination or cancellation. The termination liability will be equal to the following, unless otherwise specified in this tariff:

2.12.3.A. all of the unpaid non-recurring charges that are reasonably expended by the Company to establish service to the Customer, in addition to;

2.12.3.B. any disconnection, early cancellation or termination charges that are reasonably incurred and paid to third parties on behalf of the Customer by the Company, in addition to;

2.12.3.C. all of the recurring charges that are specified in the applicable service order for the balance of the then current term, discounted at the Prime rate as published in the Wall Street Journal, on the third business day following the date of cancellation or termination.

2.12.4 No charges will be imposed when the Company allows the Customer to cancel an application for service prior to the start of service or to any special construction, except for those charges defined below. These charges will be calculated and applied on a case-by-case basis.

2.12.4.A. If the Company incurs any expenses in installing the service or in preparing to install service, prior to the cancellation by the Customer, that it would not otherwise have incurred, a charge that is equal to the costs incurred by the

2.12 Customer Cancellations (continued)

2.12.4 (continued)

2.12.4.A. (continued)
Company, less net salvage, will apply. In no case will this charge exceed the sum of the charges for the minimum period of services ordered, including installation charges and all charges or levy against the Company that would have been chargeable to the Customer had services been started.

2.12.4.B. If the Company incurs any expense connected to special construction, or where special arrangements of facilities or equipment have begun prior to the Company receiving a cancellation notice, a charge equal to the costs incurred, less any net salvage, may apply. In these cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, cost of installation, engineering, labor and supervision, general and administrative expenses, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

2.13 Company Cancellations

The Company will continue to provide services to Customer until such services are canceled by the customer pursuant to Section 2.12, or until Company discontinues services. The Company may bill Customer subsequent to the termination of service for charges that are incurred before termination. The Customer will be obligated to pay such bills in full accordance with the payment terms of this tariff.

2.13.1 Company may refuse to provide service or may discontinue service to a Customer without providing notice if any of the following conditions occur:

2.13.1.A. Violation of law or this tariff: Except as provided elsewhere in this tariff, Company without notice may refuse, suspend, or cancel service for any violations of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing service or prohibits Customer from subscribing to, using, or paying for service and for any violation of this tariff by Customer.

2.13 Company Cancellations (continued)

2.13.1 (continued)

2.13.1.B. In the event the Company needs to comply with any order or request of any governmental authority having proper jurisdiction: The Company may without notice, refuse, suspend or cancel service in order to permit the Company to comply with any request or order by any governmental authority that has jurisdiction.

2.13.1.C. In the event the use of equipment by the Customer or Authorized user is in a manner that would adversely affect the Company's equipment or service to others.

2.13.1.D. In the event the equipment or services that is owned by the Company or one of its agents is tampered with.

2.13.1.E. In the event of fraudulent or unauthorized use of service: If service is discontinued due to fraudulent use of service, before restoring service the Company may require the Customer at its own expense, to make all changes in the facilities or equipment that is necessary to eliminate the illegal use and to also pay an amount that is reasonably estimated as the amount of loss in revenues as a result from the fraudulent use.

2.13.1.F. In the event Customer uses equipment or services in such a manner as to adversely affect the Company's equipment or services to others, the Company may without notice, refuse, suspend or cancel services.

2.13.1.G. In the event the Company determines that any of the facilities, appliances, or apparatus on the Customer's premise are unsafe or may cause harm to the Company's facilities: The Company may refuse to furnish service until the Customer has remedied the condition.

2.13.2 If the Company provides the Customer five (5) days written notice to comply with any rule or remedy any deficiency as listed herein, the Company may refuse or discontinue services:

2.13 Company Cancellations (continued)

2.13.2 (continued)

2.13.2.A. In the event of nonpayment: With a written notice to Customer and in compliance with applicable law, the Company may refuse, suspend or cancel service when there is an unpaid balance for service that is past due without incurring any liability.

2.13.2.B. In the event of returned checks: The Company may refuse, suspend or cancel service in the same manner as nonpayment when the Customer's check or draft is returned as unpaid for any reason and after two attempts by Company for collection.

2.13.2.C. In the event the Customer is negligent or refuses to provide the Company or its agents reasonable access for the purpose of inspecting and maintaining the equipment that is owned by the Company, service may be refused, suspended or canceled.

2.13.2.D. In the event the Customer uses or allows the use by others for obscene, profane or grossly abusive language over the Company's facilities, and after the Company provides a five (5) days notice, fails, refuses or neglects to cease such practice or to prevent such practice, service may be refused, suspended or canceled.

2.13.2.E. In the event that service is being used for any other property or purpose other than what was described in the application.

2.13.2.F. In the event Customer breaches the contract for service between the Company and the Customer, the Company may refuse, suspend or cancel service.

2.13.2.G. In the event there are periods of inactivity that extends longer than sixty (60) days, the Company may refuse, suspend or cancel service.

2.14 Service Restoration

2.14.1 If the Customer desires to have service continued after service had been discontinued for either nonpayment or as otherwise provided herein, the Company will have the discretion to restore service when all past due amounts are paid. In the event service was discontinued for other than nonpayment, the event is corrected that gave rise to be discontinued. When service was discontinued due to nonpayment, the Customer may be required to pay a deposit or advance payment prior to the Company restoring service.

2.14.2 The Company will charge a restoration fee of $35.00 to Customers whose service is restored after being disconnected by the Company.

2.14.3 In accordance with the applicable Commission and/or Federal Communications Commission Rules and Regulations as specified in Part 64, Subpart D, disrupted services will be restored which specify the priority system for such activities.

2.15 Provision of Company Facilities and Equipment

2.15.1 Reasonable efforts will be used by the Company to maintain the facilities and equipment that it furnishes to the Customer, only. Neither the Customer nor the Company may permit anyone else to rearrange, disconnect, to remove, to attempt to repair, or otherwise cause interference with any of the facilities or equipment that is installed by the Company. The only exception is upon the written consent of the Company.

2.15.2 The Company will not alter the technical parameters of the service provided to the Customer; however, it may substitute, change or rearrange any facility or equipment at any time and from time to time.

2.15.3 The facilities and equipment that Company provides or installs at the Customer premise will not be used for any purpose other than for which it was provided.

2.15.4 The Company will only be responsible for furnishing facilities and equipment under this tariff and to do the maintenance and operation of such facilities and equipment. The Company will not be responsible for the installation, maintenance or operation of any communications equipment that is provided by the Customer. When Customer provided equipment is connected to the Company provided equipment, the Company shall not be responsible for the following:

2.15.4.A. Customer provided equipment through transmission signals, or the quality of or defects in such transmission

2.15.4.B. Customer provided equipment reception of signals

2.15.4.C. Network control signaling where the Customer provided equipment is performing the signaling.

2.16 Interconnection

2.16.1 Subject to the technical limitations established by the Company, services may be interconnected with services or facilities of other authorized communications common carriers and with private systems. The Company furnished services are not part of a joint undertaking with such other common carriers or systems. In the event special interface facilities or equipment is needed to achieve compatibility between the facilities of the Company and other participating carriers it will be provided at the Customer's expense.

2.16.2 The applicable terms and conditions of the other carriers' tariff shall be followed when connecting with the facilities or services of other carriers. The Customer will be responsible for taking the necessary legal steps required for interconnecting its Customer provided terminal equipment or communications systems with the Company's facilities. All applicable licenses, permits, rights-of-way and other arrangements necessary for such interconnection will be secured by the Customer.

2.16.3 The Customer will verify that another carrier's facilities or equipment are properly interconnected with the Company's facilities or equipment. In the event Customer operates or maintains the interconnected facilities or equipment in a way that results or may result in harm to the Company's facilities or equipment, personnel, or the quality of service, upon a five (5) days written notice, the Company may require the use of protective equipment at the expense of the Customer. In the event the written notice does not eliminate the potential or actual harm, upon an additional five (5) days written notice, the Company may terminate the existing service of the Customer.

2.16.4 The Company reserves the right to discontinue Customer's service immediately, with no prior notice required, in the event of harm to the Company's network, personnel or services is imminent due to the interconnection with another carrier's services.

2.17 Customer Provided Equipment

2.17.1 The primary design of the Company's services are for the transmission of voice-grade telephonic signals, except as otherwise stated within this tariff. A Customer may transmit any form of signal as long as it is compatible with the Company's equipment; however, the Company does not guarantee that its services will be suitable for any purposes other than for voice-grade telephonic communication, except as otherwise stated within this tariff.

2.17.2 The Customer will provide and maintain at its expense the terminal equipment on the Customer's premise and the electric power that is consumed by such equipment. The provision of wiring and/or cable to connect its terminal equipment to the Company's network is the responsibility of the Customer.

2.17.3 The Customer provided equipment will need to be compatible with the Company's facilities and equipment that it is connected to and it will be the Customer's responsibility to ensure this. The character of the voltages and currents impressed on the Company provided equipment and wiring by the connection, operation, or maintenance of equipment and wiring will be completed in a manner to not cause damage to the Company provided equipment and wiring or cause injury to the Company's personnel or to other persons. In the event additional protective equipment is required to prevent such damage or injury shall be provided at the Customer's expense by the Company and will be subject to Customer's prior approval of the equipment expense.

2.17.4 The Company may make tests and inspections as may be necessary to determine that the Customer is complying with the requirements under this Section 2.17 for the installation, operation and maintenance of the Customer provided facilities, equipment and wiring in the connection of the Customer provided facilities and equipment to the Company provided facilities and equipment, upon proper notification, and at a reasonable time, to the Customer.

2.17.5 In the event that the protective requirements of the Customer provided facilities and equipment are not being complied with, the Company may take action to protect its facilities equipment and personnel as it deems necessary. Upon a five (5) days written notice, the Company may require the Customer use additional protective equipment, at the Customer's expense. In the event the written notice does not remedy and potential harm or protective deficiencies, upon an additional five (5) days written notice, the Company may terminate the Customers existing services.

2.17.6 The Company reserves the right to discontinue the Customer's service immediately and without prior notice being required in the event harm to the Company's network, personnel or services is imminent.

2.18 Testing, Inspections and Adjustments

2.18.1 Upon reasonable notice to the Customer, the Company may make such tests and inspections as necessary to determine whether the terms and conditions of this tariff are being complied with in regards to the installation, operation and maintenance of the Company's facilities or equipment or the Customer's provided facilities or equipment. In the event of departure from or the reasonable suspicion of the departure from any of these terms and conditions, the Company, without penalty or liability, may interrupt service at any time.

2.18.2 Upon reasonable notice to the Customer, the Company provided facilities or equipment shall be made available to the Company for such tests and adjustments as necessary for the maintenance in a condition that is satisfactory to the Company. There will not be an interruption allowance granted for the time during which tests and adjustments are made, unless the interruption exceeds a twenty-four hour length and the Customer requests such allowance.

2.18.3 In the event of service-affecting activities occurring during the normal operation of its business, the Company will provide reasonable notification to the Customer. Service-affective activities may include, but are not limited to, facilities or equipment additions, removals or rearrangements and routine preventative maintenance. Typically, such service-affecting activities are not specific to an individual Customer. Rather, many Customers service may be affected. There is no specific advance notification period that will apply to all service activities. The Company will cooperatively work with the Customer to determine a reasonable notification requirement. Notification to the Customer may not be possible in the event of some emergency or unplanned service-affecting conditions, like an outage that is the result of cable damage.

2.19 Interruptions in Service Allowances

2.19.1 In the event service is interrupted, a credit allowance will be issued except as specified in 2.19.2. Service is classified as being interrupted when it becomes inoperative to the Customer. For example, the Customer is not able to receive or transmit due to a failure of a component that is provided by the Company under this tariff.

2.19.1.A. The interruption period begins when the Customer reports to the Company that a service, facility or circuit is inoperative and, if necessary, releases it to the Company for testing and repair. When the service, facility or circuit is operative, the interruption period ends.

2.19.1.B. In the event the Customer declines to release the service, facility or circuit to the Company for testing and repair, refuses the Company access to its premise for testing and repair, or continues to make voluntary use of the service after the Customer reports the service to be interrupted, the service, facility or circuit will be considered to be impaired but not interrupted. The Company will not make a credit allowance for service, facility or circuit that the Company considers impaired.

2.19.1.C. In the event the service difficulty or trouble report results from the use of facilities or equipment provided by any party, other than the Company, the Customer will be responsible for the payment of service charges for the visits by the Company's agents or personnel to the Customer's premise. This includes but is not limited to Customer provided facilities and equipment.

2.19.2 The Company has limitations of allowances and will not make a credit allowance for interruption in service for any of the following:

2.19.2.A. in the event of the negligence of or noncompliance with the provisions of this tariff by any person or entity, including but not limited to the Customer, other than the Company

2.19.2.B. in the event of failure of power, equipment, systems, connections or services that are not provided by the Company

2.19 Interruptions in Service Allowances (continued)

2.19.2 (continued)

2.19.2.C. in the event of circumstances or causes that are beyond the Company's reasonable control

2.19.2.D. in the event the Company is not given full and free access to its facilities and equipment by the Customer to investigate and correct interruptions

2.19.2.E. in the event the Customer has released service for maintenance or implementation purposes to the Company due to the Customer's order for a change in service arrangements

2.19.2.F. in the event of Customer's failure to authorize replacement of any elements or special construction for any interruption of service that occurs or continues to occur

2.19.2.G in the event Customer does not report the interruption to the Company within 30 days of the date service was interrupted

2.19.2.H under no circumstances will the Company issue credit or payment of any kind, for calls that experience problems that are related to cellular (wireless) transmissions due to the fact cellular transmissions are subject to interruptions which include but are not limited to dropped calls, interrupted calls, unintelligible calls, one way audio and other problems that are created by factors beyond the Company's ability or control.

2.19.3 During the period of interrupted service, if the Customer elects to use an alternative means of communication, the Customer will pay the charges for the alternative service that is used.

2.19.4 When a credit allowance is desired by a Customer for a switched access service interruption, a Customer's service must have been interrupted and remained out of order for twenty-four (24) normal working hours or longer after the Company was given access to the premises and after being reported to be inoperative. The Company will make the appropriate adjustments or refunds to the Customer after requested, if the interruption was not beyond reasonable control of the Company, due to negligence or willful act of the Customer, and if the adjustment exceeds $10.00.

2.19 Interruptions in Service Allowances (continued)

2.19.4 (continued)

2.19.4.A. The basis of the known period of interruption will determine the amount of adjustment or refund, which typically begins from the time the service is first reported by the Customer. The Company will calculate the refund due to the Customer by applying the pro rata part of the month's flat rate charges for the time period of hours in which the service facilities were rendered as inoperative or useless. The Company may issue the refund as a credit on a subsequent bill for the service.

2.19.4.B. The Customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of any applicable monthly rate for each period of 24 hours or major fraction thereof that the interruption continues. The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any monthly rate for the service interrupted in any one monthly billing period.

2.19.4.C. For services that are usage sensitive, the Company will not provide credits or refunds.

2.19.4.D. In certain instances, the Customer may be requested by the Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the Customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of 30 minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

2.20 Communications and Notices

2.20.1 The address to which the Company will mail or deliver all communications and notices will be designated by the Customer on the service order. The Customer may also designate a separate address for the Company to mail bills for service.

2.20.2 The address to which the Customer will mail or deliver all communications and notices will be designated by the Company on the service order. The Company may also designate a separate address for the Customer to mail payments for bills for service.

2.20.3 The Company will send out any notices of a pending disconnection of a Customer's service by U.S. Postal First Class Mail to the Customer. The notice will contain the reason for the notice, the date of the notice, details of any remedies that the Customer may make along with the time allotted to make any remedies, and a toll free customer service number the Customer may call in order to receive any additional information.

2.20.4 All other communications and notices will be in writing that are required to be given, except as otherwise stated in this tariff.

2.20.5 It will be presumed that communications and notices of either party, including all bills mailed by the Company, have been delivered to the other party on the second business day following the placement of the communication, notice or bill with the U.S. Postal Mail or private delivery service, properly addressed and postage paid, or when addressee actually receives or refuses delivery, whichever occurs first.

2.20.6 Any changes to the addresses designated for communications, notices or billing will be provided to the Company or the Customer to the other party by following the procedures for giving notice as set forth in this tariff.

2.21 Mixed Interstate and Intrastate Switched Access Services

2.21.1 When mixed interstate and intrastate Switched Access Service is provided, all charges (i.e., nonrecurring, monthly and/or usage) including optional features charges, will be prorated between interstate and intrastate. The PIU factor(s) provided by the customer or developed by the Company as set forth in Section 2.8.2(c), preceding, will serve as the basis for prorating the charges unless the Company is billing according to sufficient call details. The percentage of a Switched Access Service to be charged as intrastate is applied in the following manner:

(A) Monthly and Nonrecurring Charges

For monthly and nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the stated tariff rate per element.

(B) Usage Sensitive Charges

For usage sensitive (i.e., access minutes and calls) chargeable rate elements, multiply the percent intrastate use times actual use (i.e., measured or Company assumed average use) times the stated tariff rate.

2.21.2 The interstate portion of the Customer's bill will be calculated using the same formula as in calculating the intrastate portion.

2.22 Determination of Jurisdiction for Mixed Interstate and Intrastate Dedicated Facilities

2.22.1 In the event there are mixed interstate and intrastate services being provided over a dedicated facility, all charges will be prorated between interstate and intrastate, following the same methods used for Switched Access Services as set forth in Section 2.21.

2.23 Rate Regulations

2.23.1 The Access Services that are provided by the Company have three different type of rates that are applied which consist of monthly recurring charges, nonrecurring charges and usage charges.

2.23.1.A. Monthly recurring charges are the flat monthly rates that apply for the full month, or a fraction thereof, that a specific rate element is provided. Each month is considered to have 30 days for billing purposes.

2.23.1.B. Nonrecurring charges are the one-time charges for specific work activity such as installation of services, changes to an existing service, installation of optional features and service rearrangements.

2.23.1.C. Usage charges are the rates that apply only when a specific rate element is used and are applied on either a per-access minute, per-call or per-query basis. The usage charges accumulate over a monthly period and are billed each month.

2.23.2 The following will be used in the measurement of access minutes of use.

2.23.2.A. Originating calls of the Feature Group (FG) Access with multi-frequency address signaling begin the usage measurement when the first wink supervisory signal is forwarded from the Customer's facilities. The originating call usage ends when the originating FG Access entry switch receives a disconnect supervision for either the Customer's facilities or the originating End User's End Office (indicating that the originating End User has disconnected), whichever the entry switch recognizes first.

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

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

2.23 Rate Regulations (continued)

2.23.2 (continued)

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

2.23.2.E. Where applicable, mileage will be measured in accordance with the industry standard practices.

2.23.3 Changes to existing and already installed services that do not result in a change in either the minimum period requirements or the physical location of the point of termination at the Customer's premise or End User's premise are classified as service rearrangements. Any changes that result in the establishment of a new period requirement are treated as disconnects and starts.

2.23.3.A. The service rearrangement charge to the Customer will be dependent on whether the change is administrative in nature only, or if it involves an actual physical change to the service.

2.23.3.B. The Customer will not be charged for administrative changes as they require the continued provisioning and billing of Access Service to the same entity or change in jurisdiction.

SECTION 3 - SWITCHED ACCESS SERVICES

3.1 Switched Access Service

3.1.1 Customers will have the availability to furnish their services the End Users Switched Access Service which will provide a two-point communications path between a Customer's Premise and an End User's Premise. Switched Access Service provides for the use of common terminating, switching and trunking facilities and is for the use of the Company's common subscriber plant. In addition it provides the ability to originate calls from an End User's Premise to a Customer's Premise and to in turn terminate calls from a Customer's Premise to an End User's Premise in the LATA where service is provided.

3.1.2 The charges will be determined using the rate as shown within this tariff. When a rate is shown with more than two decimal places, the resulting charge will be rounded to the nearest penny, or rounded to two decimal places.

3.1.3 Delivery of calls to or acceptance of calls from the Customer's End User location by means of the Company provided switched access services will constitute a constructive order and an agreement by the Customer to purchase switched access services from the Company as described and priced herein in the event there is no ASR as described below in Section 3.4.

3.2 Provisions

3.2.1 Switched Feature Group Access will be furnished for the origination and termination of calls by the Customer to its End User on a per-line or per trunk basis.

3.2.2 The Customer, at a minimum, must specify FG Access in terms of Originating traffic type and/or Terminating traffic when ordering FG Access capacity. Originating traffic type is the access capacity within a LATA for the carrying of traffic from the End User to the Customer. Terminating traffic type is the access capacity within a LATA for the carrying of traffic from the Customer to the End User.

3.2.3 Feature Group Access provides line-side or trunk-side access to End Office switches for the Customer's use for originating and terminating communications and is provisioned at the DS-1 level. FG Access service will be provided with Multi-Frequency In Band Signaling. Where capabilities exist, SS7 is also available.

3.2.4 Feature Group Access will be available in two different types:

3.2.4.A. Tandem Connect Access: When the Customer does not have direct facilities to the Company, all traffic will be routed to and from the Company's End Office via the Customer's tandem provider. A Constructive Order and agreement by the Customer to purchase the Company's switched access services will be constituted upon delivery of calls to or acceptance of calls from the Customer's End User location(s) by means of the Company-provided Tandem Connect Access services.

3.2.4.B. Direct Connect Access: When the Company is able to provide facilities between the Customer's premise and a Company End Office, the transmission path is dedicated to the use of a single Customer. The Customer must submit an ASR or a comparable document to the Company for Direct Connect Access and it will be provided on an Individual Case Basis as a Special Service Arrangement pursuant to Section 6 of this tariff.

3.3 Rate Categories

3.3.1 Switched Access Service has four applicable rate categories:

- Tandem Connect Access
- Direct Connect Access
- End Office (T)
- Toll-Free 8XX Data Base Access Service

3.3.1.A. Tandem Connect Access rate category establishes the charges that are related to the transmission and FG switching facilities between the Customer's tandem provider and the Company's End Office Switch(es) where the Customer's traffic is either originating or terminating.

3.3.1.B. Direct Connect Access rate category establishes the charges that are related to the transmission facilities between the Customer's Premise and the Company's End Office Switch(es) where the Customer's traffic is either originating or terminating. Direct Connect Access services are provided on an Individual Case Basis as Special Service Arrangements per Section 6 of this tariff.

3.3.2.C. End Office rate category establishes the charges that are related to the use of the End Office Switching equipment, the termination and interconnection at the End Office of the End User lines, the recordings or termination of calls at the Company Intercept Operators, Signaling Transfer Point (STP) costs, and the SS7 signaling function between the STP and the End Office. (T)

3.3.2.D. Toll-Free 8XX Data Base Query Charges will apply for each Toll Free 8XX call query that is performed necessary to complete a call from the Customer's or Company's End User to a Customer's or Company's End User.

3.4 Access Ordering

3.4.1 Switched Access services may be ordered by Customers through either a Constructive Order, as defined herein, or an ASR. Unless otherwise specified herein, the ASR format and terms will be specified in the Industry Access Service Order Guidelines.

The Customer may use a single ASR to order any number of services of the same type and between the same premises. All details for the services for a particular order must be identical.

In order for the Company to provide and bill for the requested service, when ordering Access Service the Customer shall provide all information necessary, which at a minimum is the following:

1. Customer name and premise address
2. Billing name and address, if different from Customer name and address
3. Customer contact name(s) and telephone number(s) for the provisioning of the following activities: order negotiation, order confirmation, interactive design, installation, and billing.

The regulations, terms and conditions for Access Ordering are the same as those set forth in Section 5 of MTC Communications, Inc. Tariff F.C.C. No. 1. (N)

3.4.2 Access Service Date Intervals

3.4.2.A. Access Service is provided with either Standard or Negotiated Intervals.

3.4.2.B. The Company will specify both an order confirmation date and a Service Commencement date that will be contingent on the ASR being complete as received. The Company will provide the Access Service in accordance with the Customer's requested interval, to the extent that Access Service can be made available, subject to the following conditions:

3.4.2.B.1 Standard Interval Service: The Standard Interval for Switched Access Service will be 10 business days from the Application Date. The Standard Interval only applies to standard service offerings when there are preexisting facilities to the Customer Premise and will be installed during Company business hours.

3.4.2.B.2 Negotiated Interval Service: The Company will offer the Customer a Service Date based on the type and quantity of Access Service that is being requested. The Negotiated Interval; however, may not exceed the Standard Interval Service Date by more than six months, or, in the event there is no Standard Interval, then the Company offered Service Date. The Service Date will be negotiated by the Company with the Customer when:

1. A Service Date is requested by the Customer either before or beyond the applicable Standard Interval Date; or
2. The Customer Premises does not have existing facilities connecting to the Company; or

3.4 Access Ordering (continued)

3.4.2 Access Service Date Intervals (continued)

3. The service being requested by the Customer is not considered to be a standard service offering (any additional engineering or special construction that is required in order to complete the order); or
4. The Access Service cannot be installed within the Standard Interval, as determined by the Company.

3.4.2.B.3 Services that are provided on an Individual Case Basis for the rates will be provided with a Negotiated Interval.

3.4.3 Modifications to Access Service Requests

A modification of an ASR can be requested by the Customer prior to the Service Commencement Date as long as the modification request is in writing using the industry ASR process. In its sole discretion, the Company may accept a verbal modification request from the Customer. Every effort will be made by the Company to accommodate a modification request when it is able to do so with the normal work force that is assigned to complete such an order within its normal business hours.

3.5 Special Service Arrangements or Special Construction

3.5.1 Special construction of the Company's facilities or the development of special arrangements may be undertaken by the Company on a reasonable efforts basis at the request of the Customer, subject to the Company's arrangement and to all of the regulations that are contained in this tariff. The special construction or arrangements will be provided pursuant to the regulations contained in Sections 6.1 and 6.3 of this tariff.

3.6 Company's Obligations

3.6.1 The Company's responsibility for access services it provides includes, but are not limited to the following:

3.6.1.A. Network Administration: The network will be administered by the Company to ensure that acceptable service levels will be provisioned to all telecommunications users of the Company's network services. Service levels are considered acceptable only when the Customers and End Users are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls or actions, as call gapping that selectively cancels the completion of traffic over any traffic that is carried over the Company's network, which includes that associated with a Customer's Switched Access Service. The Company will generally only apply protective measures as a result of the occurrence of either a failure or overload of the Company or Customer facilities, natural disasters, mass calling or for national security demands.

3.6.1.B. Design and Traffic Routing of Switched Access Service: The design of the Network and the determination of the routing of Switched Access, which will include the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the End Offices shall be determined by the Company. If capacity is to be provided by either originating only, terminating only or two-way trunk groups will also be determined by the Company. The Company will also make the determination on what facilities will be used for trunk side access.

Standard engineering methods along with available facilities and equipment and the traffic routing plans of the Company will determine the selection of facilities and equipment and the traffic routing for the services. In the event that the Customer requests a different routing or directionality than what is determined by the Company, the Company will cooperatively work with the Customer to determine whether the service will be routed directly to an end office or through an access tandem switch and what the directionality of the service will be.

3.6.1.C. Provision of Service Performance Data: End-to-End service performance data that is available to the Company through its own service evaluation routines may also be available to the Customer, based on previously arranged intervals and format, but will be subject to availability. This type of data provides information on an overall end-to-end call completion and call non-completion performance, such as Customer equipment blockage, results of failure and transmission performance. This type of data, however, does not include service performance data which is provided under other tariff sections, such as results from testing service. In the event the Customer requests the data to be provided in a format other than paper, the charges for the alternative format will be determined on an Individual Case Basis.

3.6 Company's Obligations (continued)

3.6.1. (continued)

3.6.1.D. Trunk Group Measurements Reports: The Company will make trunk group data in the form of usage in CCS, peg count and overflow available to the Customer based on previously agreed to intervals, and subject to availability.

3.7 Customers Obligations

3.7.1 The Customer will have certain specific obligations related to the use of Switched Access Service. In addition to the obligations specified in Section 2.8 of this tariff, the Customer will also be obligated for the following:

3.7.1.A Report Requirements: The following reports will need to be provided to the Company by the Customer, when applicable:

3.7.1.A.1 Jurisdictional Reports

When Switched Access Service is ordered for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.8.2(c) preceding. Charges for service will be apportioned in accordance with those reports.

3.7.1.A.2 Code Screening Reports

When service call routing, trunk access limitation or call gapping arrangements are ordered, the Customer must report, for each of the arrangements ordered, the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch.

The Company's network will be administered in such a manner that the impact of traffic surges as a result of peaked 900 Access Service traffic on other access service traffic is minimized. The Company may, at its option, implement network management controls to ensure acceptable service levels.

3.7.1.B. On and Off-Hook Supervision: The Customer's facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

3.8 [Reserved for Future Use]

3.9 Rates and Charges

The rates and charges for Switched Access Services provided by the Company are contained in Sections 3.9.1 through 3.9.5. All charges shown apply to Switched Access Services provided on a Tandem Connect or Direct Connect basis, unless otherwise specified.

3.9.1 Tandem Connect Access (applies to Tandem Connect Access only)

A. Tandem Switched Transport (varies by mileage between Tandem Switch and End Office/Remote)

Tandem Switched Transport	Rates	
1. Tandem Switched Facility		
Per Originating Access Minute, Per Mile	$0.000365	(R)
Per Terminating Access Minute, Per Mile	$0.000365	(R)
2. Tandem Switched Termination		
Per Originating Access Minute Per Termination	$0.001899	(R)
Per Terminating Access Minute Per Termination	$0.001899	(R)
3. Joint Tandem-Switched Termination		
Per Originating Access Minute Per Termination	$0.001	

3.9.2 Direct Connect Access (applies to Direct Connect Access only)

Direct Connect Access Rates will be formed by a negotiated agreement between the Company and the Customer on an Individual Case Basis.

3.9.3 End Office

A. Local Switching

Per Originating Access Minute		
Non-Toll Free	$0.04079	(R)
Toll Free Only	$0.00000	
Per Terminating Access Minute	$0.0000	

B. Directory Assistance

Info. Surcharge (Per 100 Access Minutes)		
- Originating	$0.0449	(R)
- Terminating	$0.0000	

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3.9 Rates and Charges (Cont'd)

3.9.4 Toll-Free 8xx Data Base Access Service

	Rates	
Basic Per Query	$0.0002	
Vertical Feature Per Query	$0.0002	

3.9.5 Toll VoIP-PSTN Traffic

A. Local Switching		
Originating, Per Access Minute		
Non-Toll Free	$0.04079	(R)
Toll Free Only	$0.00000	
Terminating, Per Access Minute	$0.0000	
B. Information Surcharge		
Per Originating 100 Access Minutes	$0.0449	(R)
Per Terminating 100 Access Minutes	$0.0000	
C. Tandem Switched Transport		
1. Tandem Switched Facility		
Per Originating Access Minute, Per Mile	$0.000365	(R)
Per Terminating Access Minute, Per Mile	$0.000365	(R)
2. Tandem Switched Termination		
Per Originating Access Minute	$0.001899	(R)
Per Terminating Access Minute	$0.001899	(R)
3. Joint Tandem-Switched Termination		
Toll-Free Only		
Per Terminating Access Minute	$0.001	

3.9.6 Access Order Charges

A. Access Order Charge		
Per order	$119.00	(I)

B. Service Date Change Charge

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The Access Order Charge as preceding does not apply.

Service Date Change Charge, per order	$83.00	(I)

ACCESS SERVICES TARIFF

3.9 Rates and Charges (Cont'd)

3.9.6 Access Order Charge (Cont'd)

C. Design Change Charge (M)
The Design Change Charge will apply on a per order per occurrence basis, for each order requiring design change.

Design Change Charge, per order	$84.00

D. Miscellaneous Service Order Charge
Per Occurrence $123.00 (M)

SECTION 4 – DEDICATED ACCESS SERVICE

4.1 General

4.1.1 At its discretion, the Company may provide intrastate Dedicated Access Services with various transmission speeds and will be offered on a point-to-point basis only. Each Dedicated Access Service will be dedicated to a single Customer and the entire usable bandwidth for each service will be available to that Customer for their exclusive use.

4.1.2 All Dedicated Access Services, if offered, will be provided to the Customer as Special Service Arrangements pursuant to Section 6 of this tariff, unless identified under Standard Pricing Arrangements herein

4.2 Standard Pricing Arrangements

4.2.1 Direct Connection Service Types

Direct Connect Service Rates will be formed by a negotiated agreement between the Company and the Customer on an Individual Case Basis.

5 - MISCELLANEOUS SERVICES AND CHARGES

5.1 Presubscription

5.1.1 The Company will provide 1+presubscription or 10XXX equal access consistent with the equal access rules of the Commission and the Federal Communications Commission to enable end users to access an interexchange carrier (IC) for intraLATA toll calling.

5.1.2 Presubscription is an arrangement whereby an end user may select and designate to the Company an IC to access, without an access code, for interexchange calls. This IC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select as its PIC any IC that orders originating FGD Switched Access Service at the end office that serves the end user. After the end user's initial selection of a predesignated IC, for any additional change in selection, a nonrecurring charge as set forth in 5.1.4, following, applies.

5.1.3 New end users who are served by end offices equipped with FGD, will be asked to presubscribe to an IC at the time they place an order with the Company for Exchange Access Service. They may select either of the following options, which will be no additional charge for this initial selection, however subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge as set forth in 5.1.4, following applies:

- Designate an IC as a PIC and dial 10XXX to reach other ICs.
- Designate that they do not want to be presubscribed to any IC and choose to dial 10XXX for all calls to all ICs.

5.1.4 Presubscription Charge, per Telephone Exchange Service Line or Trunk

For each intraLATA PIC change $5.00

6 – SPECIAL CONTRACTS, ARRANGEMENTS AND CONSTRUCTION

6.1 Special Contract Arrangements

Services may be offered on a contract basis with the Customer at the option of the Company, to meet any specialized pricing requirements of the Customer that are not contemplated by this tariff. Each contract shall have mutually agreed upon terms between the Customer and the Company and may include discounts off of rates contained herein and a waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based either partially or completely on the term and volume commitment, the type of originating or terminating access, the mixture of services or other distinguishing features. Service shall be made available to all Customers with similar situations for a fixed period of time following the initial offering to the first contract Customer as specific in each individual contract.

6.2 Special Service Arrangements

6.2.1 In the event a Customer's requirements cannot be met by services that are included in this tariff, or if pricing for a service is shown in this tariff as Individual Case Basis, the Company will provide special service arrangements at charges equal to the estimated cost of furnishing such features, facilities or services, where practical. These special service arrangements will be provided to the Customer as long as the provision of such arrangements are not detrimental to any other services furnished under the Company's tariffs.

6.2.2 The rates to be charged for special service arrangements will be based on the estimated cost for furnishing the service, which will be determined in accordance with Section 6.4.1 (Special Construction) of this tariff.

6.2.3 Special service arrangement rates will be subject to revision depending on changing costs to provide the service.

6.2.4 In the event that a special service arrangement becomes a tariffed offering, the tariffed rate or rates will then apply from the date of tariff approval.

6.3 Non-Routine Installation Charges

The installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations, at the Customer's request. However, charges will apply and be based on the cost of the actual labor, material, or other costs incurred by or charged to the Company. In the event installation begins during regular business hours but, at the Customer's request, extends beyond regular business hours and into time periods including, but not limited to, weekends, holidays or night hours, additional charges may apply.

6.4 Special Construction Charges

6.4.1 General

6.4.1.A. Special construction charges may apply for services provided by the Company to the Customer. Special construction will include but is not limited to construction that is undertaken as follows:

1. In the event that facilities are not presently available, and there are no other requirements for the facilities to be constructed;
2. In a form other than that which the Company would normally utilize in the furnishing of its services;
3. Over a route different than that which the Company would normally utilize in the furnishing of its services;
4. In a quantity that is greater than what the Company would normally construct;
5. In the event of an expedited basis;
6. On a temporary basis until permanent facilities are made available;
7. In the event of abnormal costs;
8. In advance of the Company's normal construction; or

6.4 Special Construction Charges (continued)

6.4.1 (continued)

6.4.1.A. (continued)

9. In the event a facility or service is furnished by the Company for which a rate or charge is not specified in the Company's tariff.

6.4.1.B. Where a facility or service requiring special construction is furnished by the Company, charges will be based on the costs the Company incurs and may include:

- non-recurring charges;
- recurring charges;
- usage charges;
- termination liabilities; or
- any combination thereof.

6.4.1.C. Rates and charges for special construction shall be determined by the Company and will be presented to the Customer for its approval prior to the start of construction. The Company will not commence construction until, and unless the Customer accepts the rates and charges as presented by the Company, in writing.

6.4 Special Construction Charges (continued)

6.4.2 Cost Computation Basis

6.4.2.A. To the extent applicable, costs for special construction may include one or more of the following items:

6.4.2.A.1 the cost of installed facilities to be provided, which will include the estimated costs for the rearrangements of existing facilities. Costs may include:

1) installation of equipment and materials provided or used,
2) engineering, labor and supervision during construction,
3) transportation of materials, and
4) rights of way required for transmission facilities;

6.4.2.A.2 the cost of the operation, maintenance, and administration of equipment and facilities;

6.4.2.A.3 the depreciation on the estimated installation cost of any facilities that are provided, using the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

6.4.2.A.4 the general administrative expenses, which includes taxes on the basis of average charges for these items;

6.4.2.A.5 the license preparation, processing and related fees;

6.4.2.A.6 the tariff preparation, processing and other related regulatory fees;

6.4.2.A.7 any other item of expense that is associated with the particular special service arrangement; and

6.4.2.A.8 an amount, computed on the estimated cost of installation of the facilities that are used to provide the special service arrangement, for return on investment and contingencies.

6.4 Special Construction Charges (continued)

6.4.3 Termination Liability

6.4.3.A. A termination liability may apply for the facilities or services that were specially constructed at the Customer's request, to the extent that there is no other requirement for use by the Company.

6.4.3.B. The termination liability period will be the estimated service life of the facilities provided.

6.4.3.C. The maximum termination liability amount will be equal to the estimated cost for the installation and operation of the service during its service life. Costs will include those items previously listed in Section 6.4.2.

6.4.3.D. The termination liability that is applicable will be calculated based on the following:

6.4.3.D.1 By multiplying the sum of the amounts determined as set forth in Section 6.4.3.C by a factor related to the unexpired period of liability and the discount rate for return and contingencies.

6.4.3.D.2 The amount as determined in 6.4.3.D.1 preceding shall be adjusted to reflect the predetermined estimate net salvage, if any, including any reuse of the facilities provided.

6.4.3.D.3 The final termination liability is then adjusted to reflect applicable taxes or regulatory fees.