ACCESS SERVICES TARIFF

WINDSTREAM NUVOX ILLINOIS, LLC

REGULATIONS, RULES, AND SCHEDULE OF INTRASTATE RATES AND CHARGES
FOR COMPETITIVE DEDICATED AND SWITCHED ACCESS SERVICES
WITHIN THE COMPANY'S SERVING AREAS IN THE
STATE OF ILLINOIS

Windstream NuVox Illinois, LLC hereby adopts all rates, schedules, rules, notices, concurrences, divisions, authorities and/or other instruments whatsoever, filed with the Illinois Commerce Commission, by Windstream NuVox Illinois, Inc., NuVox Communications of Illinois, Inc. or Gabriel Communications of Illinois, Inc., prior to the effective date of this tariff.

ISSUED: May 13, 2016

EFFECTIVE:

By: Edward J. Cadieux, Vice President - Senior Regulatory Counsel
12400 Olive Blvd., Suite 430
St. Louis, MO 63141

TABLE OF CONTENTS

Section			Page
1	Application of Tariff		1
2	General Regulations		5
	2.1	Undertaking of the Company	5
		2.1.1 Scope	1
		2.1.2 Liability	2
		2.1.3 Provision of Service	5
		2.1.4 Operation and Maintenance	7
		2.1.5 Refusal and Discontinuance of Service	8
		2.1.6 Technical Reference	10
		2.1.7 Provision and Ownership of Telephone Numbers	10
	2.2	Use	11
		2.2.1 Assignment and Transfer of Facilities	11
		2.2.2 Unlawful and Abusive Use	12
	2.3	Obligations of the Customer	13
		2.3.1 Design of Customer Services	13
		2.3.2 Connections	14
		2.3.3 Equipment, Space, and Power	15
		2.3.4 Balance	15
		2.3.5 Coordination with Respect to Network Contingencies	16
		2.3.6 Reference to the Company	17
		2.3.7 Damages	18
		2.3.8 Claims and Demands for Damage	19
		2.3.9 Customer Provided Reports	20
		2.3.10 Percent of Interstate Use (PIU)	24
		2.3.11 Dedicated Service Jurisdictional Reports	26
		2.3.12 Media Stimulated Mass Calling Events	27
	2.4	Billing Regulations	28
		2.4.1 Advance Payments	28
		2.4.2 Deposits	29
		2.4.3 Payment of Rates and Charges	30
		2.4.4 Minimum Periods	34
		2.4.5 Credit Allowance for Service Interruptions	35
		2.4.6 Jointly Provided Access Service	37
	2.5	Definitions	38

By: Edward J. Cadieux, Vice President - Senior Regulatory Counsel
12400 Olive Blvd., Suite 430
St. Louis, MO 63141

TABLE OF CONTENTS

Section			Page
3.	Dedicated Services		1
	3.1	Dedicated Transport	1
	3.1.1	General	1
	3.1.2	Customer Provided Equipment	1
	3.1.3	Transport Channel Types	2
	3.1.4	Rate Regulations	3
4	Switched Access Service		1
	4.1	General	1
	4.2	Rate Elements	1
	4.2.2	End Office Local Switching	2
	4.2.3	Entrance Facility	3
	4.2.4	Direct-Trunked Transport	4
	4.2.5	Tandem-Switched Transport	5
	4.2.6	Information Surcharge	6
	4.2.7	Common Line	6
	4.2.8	Data Base 800 Service	7
	4.2.9	Multiplexing	7
	4.2.10	Nonrecurring Charges	7
	4.3	Rates and Charges	8
	4.3.1	Rate Regulations	8
	4.3.2	Minimum Periods	8
	4.3.3	Mileage Measurement	9
	4.3.4	Recurring Charges	10
	4.3.5	Nonrecurring Charges	12
5.	Miscellaneous Services		5-1
	5.1	Carrier Service Order Charge – Local Service	5-1
	5.1.1	Description	5-1
	5.1.2	Rates	5-1

By: Edward J. Cadieux, Vice President - Senior Regulatory Counsel
12400 Olive Blvd., Suite 430
St. Louis, MO 63141

1. Application of Tariff

1.1 This tariff contains regulations, rules, rates and charges applicable to the provision of Intrastate Access Services (Dedicated and Switched), hereinafter referred to collectively as "service(s)," provided to business and carrier customers, hereinafter referred to as "customers," by Windstream NuVox Illinois, LLC, hereinafter referred to as the "Company," which holds certificates to provide intrastate telecommunications service issued by the Illinois Commerce Commission.

1.2 The company offers the following service(s) to customers:

1.2.1 Dedicated Services

(A) Dedicated Transport

1.2.2 Switched Services

(A) Switched Access Service

(1) Carrier Common Line

(2) Local Switching

(3) Switched Transport

(4) Other Miscellaneous Services

1.3 Operating Territory

The operating territory of the Company is the metropolitan area East St. Louis in the State of Illinois, hereinafter referred to as "service area" and are set forth as follows:

East St. Louis Metropolitan: East St. Louis; Alton; Belleville Adams; Belleville Pioneer; Cahokia; Collinsville; Edgemont; Edwardsville; Glen Carbon; Godfrey; Granite City; O'Fallon; Rosewood Heights; Pontoon Beach; Wood River

1. Application of Tariff (Cont'd)

1.4 The provision of such service by the Company as set for in this tariff does not constitute a joint undertaking with the customer for furnishing of any service.

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

C	To signify changed regulation
D	To signify discontinued rate or regulation
I	To signify increased rate
M	To signify a move in the location of text
N	To signify new rate or regulation
R	To signify reduced rate
S	To signify reissued matter
T	To signify a change in text, but no change in rate or regulation

2. General Regulations

2.1 Undertaking of the Company

2.1.1 Scope

(A) Dedicated Service consists of furnishing dedicated communications service in connection with one-way and/or two-way information transmission between points within the service area defined in 1.3 preceding.

(B) Switched Access Service consists of furnishing a two-point communications path between a customer's premises and an end user's premises through the use of common terminating, common switching, switched transport, and common subscriber plant of the Company within the service area defined in 1.3 preceding.

(C) The Company shall be responsible only for the installation, operation, and maintenance of the services it provides. The Company's facilities are to be used only for the Company provided services or equipment.

(D) The Company shall, for maintenance purposes, test its service only to the extent necessary to detect and/or clear trouble.

(E) Services are provided 24 hours daily, seven days per week.

(F) The provision of such services by the Company as set forth in this tariff does not constitute a joint undertaking with the customer for the furnishing of any service.

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

(H) The Company does not warrant that its facilities and services meet standards other than those set forth in this tariff and specifically referenced technical publications.

2. General Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.2 Liability

(A) The Company's liability for its willful misconduct, if any, is not limited by this tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair, or restoration of service, and subject to the provisions (B) through (J) following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this tariff as a credit allowance for a service interruption.

(B) The Company reserves the right to limit or to associate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to other causes beyond the Company's control.

(C) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other facility providers to furnish service.

(D) The Company shall not be liable for any act or omission of any other provider or customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other provider or customer providing a portion of a service.

(E) The Company is not liable for damages to the customer's premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.

2. General Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.2 Liability (Cont'd)

(F) When a customer is provided service under this tariff, the Company shall be indemnified, defended, and held harmless by the customer against any claim, loss, or damage arising from the customer's use of services offered under this tariff, involving:

(1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;

(2) Claims for patent infringement arising from the customer's acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by the customer; or

(3) All other claims arising out of any act or omission of the customer in the course of using services provided pursuant to this tariff.

(G) The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended, and held harmless by the customer from any and all claims by any person related to the customer's use of service provided.

(H) No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the customer against claims of patent infringement arising solely from the use by the customer or services offered under this tariff and will indemnify such customer for any damages awarded based solely on such claims.

(I) The Company's failure to provide or maintain services under this tariff, except as specified in 2.1.1 (A), shall be excused by labor difficulties, government orders, civil commotions, criminal actions taken against the Company, acts of God, and other circumstances beyond the Company's reasonable control. However, credit allowance for service interruptions as specified in 2.4.5 will apply.

2. General Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.2 Liability (Cont'd)

(J) Where an exchange telephone company, that jointly provides access service with the Company, is incapable of denying such service in compliance with its tariffs, without the cooperation of the Company, the Company will assist that exchange telephone company in denying joint access service to the customer as long as that exchange telephone company indemnifies, defends, and holds harmless the Company from and against any and all liability, loss, damages, costs, claims, or expenses of any kind arising out of the Company's assistance in the denial of service. Service denial for such joint access service will only include calls, which originate or terminate within, or transit, the operating territory of the exchange telephone company(ies) initiating the service denial.

2. General Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Provision of Service

(A) The Company will provide to the customer, upon reasonable notice, services offered in this tariff at the specified rates and charges, to the extent that such services are or can be made available with reasonable effort, except as specified in 2.1.1, preceding.

(B) In the event that the customer's request cannot be fulfilled with existing facilities and equipment or the request is not consistent with the Company's filed tariffs and technical references contained therein, alternative designs may be provided by the Company. Additionally, the Company will work with the customer to reach an agreeable solution.

(C) The services provided under this tariff are provided over such routes and facilities as the Company may elect. Requests for special facilities or routing of such facilities will be handled as an individual case basis (ICB) as specified in 3.1.4(H).

(D) The services in this tariff will be provided as follows:

(1) The service will include any entrance cable or drop wiring and wiring to a point of termination.

(2) The service will be installed by the Company to such point of termination.

(E) Moves involving the point of termination at the customer's premises will be handled under the terms and conditions of a special arrangement as specified in 3.1.4(E).

2. General Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Provision of Service (Cont'd)

(F) Except as provided for equipment and systems subject to FCC part 68 Regulation at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business:

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

(2) Change minimum network protection criteria;

(3) Change operating or maintenance characteristics of facilities; or

(4) Change operations or procedures of the Company.

(G) In case of any such substitution, change, or rearrangement as described in (F) preceding, the Company shall not be responsible if any substitution, change, or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change, or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the customer to determine reasonable notification requirements.

(H) The Company will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, and routine preventative maintenance. Generally, such activities are not individual customer service specific, but affect many customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the customer to determine the notification requirements.

(I) The Company will work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters, which affect telecommunications services.

2. General Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Operation and Maintenance

(A) Maintenance of Service

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

(B) Availability of Testing

The services provided under this tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

(C) Interference or Impairment

The characteristics and methods of operation of any circuits, facilities, or equipment provided by other than the Company and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any facilities of the Company, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities, or create hazards to the employees of any the companies or the public.

The Company will, where practical, notify the customer of temporary discontinuance of the use of a service may be required, except as provided for equipment or systems subject to FCC Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with (A) preceding. Where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition, which gave rise to the temporary discontinuance. During such period of temporary discontinuance, allowance for interruption of services, as set forth in 2.4.5 is not applicable.

2. General Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Refusal and Discontinuance of Services

(A) The Company may refuse additional applications for service or discontinue the provision of services as set forth in (1) and (2) following, unless the provisions of 2.1.4(C) (Interference or Impairment) or 2.3.2 (Connections) apply, when the customer fails to comply with:

- 2.1.4(A) Maintenance of Service,
- 2.1.4(B) Availability of Testing,
- 2.2.2 Unlawful and Abusive Use,
- 2.3.7 Damages,
- 2.3.9 Customer Provided Reports, or
- 2.4 Billing Regulations - including any payments to be made by the customer on the dates and times herein specified.

On thirty (30) days' written notice by Certified U.S. Mail (return receipt requested) to the person designated by that customer to receive such notices of noncompliance, the Company may:

(1) Refuse additional applications for service and/or refuse to complete any pending orders for service by the noncomplying customer at any time thereafter. If the Company does not refuse additional applications for service on the date specified in the thirty (30) days' notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service to the noncomplying customer without further notice; or

(2) Discontinue the provision of the services to the noncomplying customer at the time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Company does not discontinue the provision of the service involved on the date specified in the thirty (30) days' notice and the customer's non compliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of services to the noncomplying customer without further notice.

2. General Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Refusal and Discontinuance of Services (Cont'd)

(B) When an access service is provided by more than one telephone company, the companies involved in providing the joint service may individually or collectively deny service to a customer for nonpayment. Where the telephone companies affected by the nonpayment are incapable of effecting discontinuance of service without the cooperation from the other joint providers of Access Service, such other telephone companies will, if technically feasible, assist in denying the joint service to the customer. Service denial for such joint service will only include calls, which originate or terminate within, or transit, the operating territory of the telephone companies initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the telephone company where the customer's end office is located shall prevail for joint service discontinuance provisions.

2. General Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Technical References

The Company will publish Technical References, which the customer can obtain as an aid in selecting the appropriate service interface and feature arrangements.

Upon request, the Company will furnish network interface information required by Part 68 of the FCC's Rules and Regulations.

2.1.7 Provision and Ownership of Telephone Numbers

The Company reserves the reasonable right to assign, designate, or change telephone numbers, any other call number designations associated with Access Services or Incumbent Local Exchange Company serving central office prefixes associated with such numbers, when necessary, in the conduct of the Company's business. Should it become necessary to make a change in such numbers' the Company will furnish to the customer, by Certified U.S. Mail on six (6) months' notice, the effective date and an explanation of the reasons for such changes.

2. General Regulations (Cont'd)

2.2 Use

2.2.1 Assignment and Transfer of Facilities

(A) The customer may not assign or transfer (e.g., mergers, acquisitions, consolidations) the use of services provided under this tariff, except where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:

(1) Another customer, whether an individual, partnership, association, or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or

(2) A court appointed receiver, trustee, or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation, or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and termination liability applicable to such services, if any.

(B) In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer and such acknowledgment shall be made within fifteen (15) days from the receipt of notification. The assignee or transferee (new customer) shall provide to the Company the written release of the use of such services from the assignor or transferor (former customer). All regulations, conditions, and applicable charges, as set forth in this tariff, shall apply to such assignee or transferee.

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

2. General Regulations (Cont'd)

2.2 Use (Cont'd)

2.2.2 Unlawful and Abusive Use

(A) The services provided under this tariff shall not be used for an unlawful purpose or used in an abusive manner.

Abusive use includes:

(1) The use of the service of the Company for a call or calls, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another; or

(2) The use of the service in such a manner as to interface unreasonably with the use of the service by one or more other customers.

(B) The Company shall, upon written request from a customer, another local exchange company, or lawful authority, terminate service to any subscriber or customer identified as having utilized service provided under this tariff in the completion of abusive or unlawful telephone calls.

(C) In such instances when termination occurs, as in (B) preceding, the Company shall be indemnified, defended, and held harmless by the customer or any other local exchange company, or party against any claim, loss or damage arising from the Company's actions in terminating such service, unless caused by the Company's negligence.

2. General Regulations (Cont'd)

2.3 Obligations of the Customer

2.3.1 Design of Customer Services

Subject to the provisions set forth in 2.1.2 (F) and (G), the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum network protection criteria, and/or operating or maintenance characteristics of the facilities.

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Connections

Equipment and/or systems (i.e., termination equipment, multiline terminating equipment systems, and communications systems) may be connected with services provided under this tariff, where such connection is made in accordance with the provisions specified in 2.1 (Undertaking of the Company).

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Equipment, Space, and Power

The customer shall furnish, or arrange to have furnished, to the Company, at no charge, an environment conducive to the operation of equipment, as well as the space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the customer and Company. The customer shall also make necessary arrangements in order that the Company will have access to such places at reasonable times for installing, testing, repairing, or removing services of the Company.

2.3.4 Balance

All signals for transmission over the services provided under this tariff shall be delivered by the customer balanced to ground except for ground start, duplex (DX), and McCulloh-Loop type signaling.

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.4 Coordination with Respect to Network Contingencies

The customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters, which affect telecommunications services.

The customer shall provide the Company notification of media stimulated events (connections made in response to television and radio advertising). Specific provisions relating to customer report requirements for media stimulated mass calling events are contained in 2.3.12 (Media Stimulated Mass Calling Events).

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.5 References to the Company

The customer may advise their customers that certain services are provided by the Company. However, the customer shall not represent that the Company jointly participates in the customer's services.

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.6 Damages

The customer shall reimburse the Company for damages to the Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the customer or resulting from the customer's improper use of the company's facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. Upon reimbursement for damages, the Company will cooperate with the customer in prosecuting a claim against the person causing such damage. The customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.7 Claims and Demands for Damages

(A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect, and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system, or method provided by the customer.

(B) The customer shall defend, indemnify, and save harmless the Company from and against any suits, claims, and losses or damages, including punitive damages, attorneys fees, and court costs by third persons, arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Company's services provided under this tariff including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain, in effect, any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff, provided; however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims, or demands are based on the tortuous conduct of the customer, its officers, agents, or employees.

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.8 Customer Provided Reports

Customers may be required to provide the following reports in connection with the provision of Dedicated or Switched Access Services. The specific requirements are provided in other sections of this tariff as set forth following.

Customer Provided Reports	Tariff Section No.
Percentage of Interstate Use (PIU)	2.3.10
Dedicated Service Jurisdiction Reports	2.3.11
Media Stimulated Mass Calling Events	2.3.12
Percentage of Local Use (PLU)	2.3.13

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.9 Customer Provided Reports (Cont'd)

When switched Access Services are provided for both interstate and intrastate use, monthly rates, usage rates, and nonrecurring charges are prorated between interstate and intrastate on the basis of the projected interstate percentage of use (PIU) as set forth in 2.3.9 and 2.3.10.

Dedicated Services are classified as interstate or intrastate based upon the percentage of interstate use as set forth in 2.3.11.

When a customer orders Access Service via an Access Service Request (ASR) or Dedicated Service Order, the customer must provide the Company with a report of its projected percent interstate use (PIU). In addition, the customer must provide the Company with an auditable PIU report in each calendar quarter following the installation of service. The customer must provide the PIU report in whole numbers. The PIU report will be used by the Company to apportion the customer's usage and/or charges between interstate and intrastate service. If the customer fails to provide the required PIU report, the PIU factor will be determined as set forth in (B) following and shall not be retroactively adjusted if the customer provides the factor at a later date.

Detailed requirements for PIU and PLU (see section 2.3.13) reports are contained in the Jurisdictional Factors Reporting Guide on the Company's website.

(A) Quarterly Update Requirements

Effective on the first of January, April, July, and October of each year, the customer will update the PIU reports. The customer will forward to the Company, to be received no later than fifteen (15) business days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use. The revised report will serve as the basis for the next three months billing.

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.9 Customer Provided Reports (Cont'd)

(B) Quarterly Report Not Provided

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

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.9 Customer Provided Reports (Cont'd)

(C) Jurisdictional Reports Verifications

For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the customer must provide the data utilized to determine the projected PIU factor within 30 days to the Company.

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

For Dedicated Services, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the customer must provide the data utilized to determine the certified interstate percentage within 30 days of the Company's request. The customer shall keep records of system design and functions from which the percentage was determined and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verifications of the percentages.

(D) Audit Requests

The Company reserves the right to conduct an audit of the customer's PIU report. The Company and/or the customer may request an audit of the PIU report within 6 months of the Company's receipt of the PIU report, as applicable. Such requests must be made on no less than ten (10) days' written notice to the other party. Audits shall be conducted during normal business hours at the office of the party being audited. Such audits must be performed by an independent auditor mutually agreed to by the parties and such independent auditor's costs will be paid for by the party to which requests the audit.

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Percentage of Interstate Use (PIU)

(A) Originating Access

Originating access minutes may be based on traffic originating at the state, LATA, or end office level, provided that the traffic being measured is only traffic originating from the Company central office(s). Originating access minutes will be measured as follows, based on the type of access:

(1) For Feature Group D (FGD) Switched Access Service(s) where the Company can determine justification by its call detail, the projected Percent Interstate Usage (PIU) will be determined by the Company on a monthly basis by dividing the measured interstate originating access minutes by the total originating access minutes.

(2) For 500, 700, and 800/888 service access, the customer must provide the Company with a projected PIU factor for each type of access. Customers who provide a PIU factor shall supply the Company with an interstate percentage of originating access minutes.

(B) Terminating Access

For FGD Switched Access Service, the customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in 2.3.9.

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Percentage of Interstate Use (PIU)

(C) Entrance Facilities and Direct-Trunked Transport

Customers ordering an Entrance Facility of a Direct-Trunked Transport facility must provide the Company with an interstate percentage of use reflecting the originating and terminating traffic of all Switched Access Services that will use the facility. Also, when a customer adds additional or new Switched Access Services to existing Entrance Facilities or Direct-Trunked Transport facilities, a revised PIU is required.

The customer must provide a PIU factor for each Entrance Facility and a separate PIU factor for each Direct-Trunked Transport facility. At the customer's discretion, a LATA-level PIU factor can be provided for all Entrance Facilities within the LATA or a separate LATA-level PIU factor can be provided for all Direct-Trunked Transport facilities provided in a LATA. If a LATA-level PIU factor is provided by the customer, the specified percentage will be applied to all Entrance Facilities or to all Direct-Trunked Transport facilities within the LATA or to those facilities for which a specific Entrance Facility PIU or Direct-Trunked Transport PIU is not provided.

(D) Tandem-Switched Transport

Customers ordering Tandem-Switched Transport must provide the Company with an interstate percentage of use.

Usage rated charges shall be apportioned by the Company between interstate and intrastate based upon the PIUs used to apportion the rates and charges for tandem routed trunks using the facility.

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Dedicated Service Jurisdictional Reports

Dedicated Services are classified as interstate or intrastate based on the percentage of interstate use as set forth in the following:

(A) Certification Requirements

(1) Dedicated Services are classified as interstate [percent interstate usage (PIU) = 100%] when the services carry more than ten percent interstate traffic. When the percent of interstate usage is less than or equal to ten percent, the service will be provided in accordance with this tariff.

(2) The customer shall certify whether or not interstate traffic is greater than ten percent of the total traffic carried on the Dedicated Services. This certification will be provided to the Company by the customer in the form of written correspondence with clear identification of the services involved and the customer's designated jurisdiction associated with each service at the time the services are ordered.

(3) With respect to billing disputes regarding the jurisdiction of the services, the customer shall be required to provide to the Company general information on system design and function that is used by the customer to determine the jurisdiction of the Services.

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.12 Media Stimulated Mass Calling Events

(A) When Access Service is utilized to provide services for which a substantial traffic Volume is anticipated during short periods of time (e.g., 800, opinion polls, calls placed in response to television and radio advertising, Web Site advertisement, Streaming Video and Audio events), the customer shall provide notification of such event to the Company at least 24 hours in advance of peak period. Such notification shall include the nature, time, duration, and the frequency of the event, as well as estimated volume to be expected.

(B) The Company will utilize such information to administer its network in a manner that minimizes the impact of traffic surges due to media stimulated mass calling events. Failure to provide such notification may cause excessive network congestion which could result in a complete loss of service to the customer. If the Company has not received required notification at least 24 hours in advance of the event, and a service interruption occurs, a credit allowance as specified in 2.4.5 will not apply.

2.3.13 Percent Local Usage (PLU)

(A) To assist in distinguishing interexchange traffic from local exchange traffic, customers that terminate traffic on the Company's network and that do not have a legally effective interconnection or mutual traffic exchange agreement with the Company will, pursuant to this tariff provision, be required to submit a Percent Local Usage (PLU) report. The PLU report will be utilized by the Company for purposes of excluding minutes from switched access charge billing in circumstances where the jurisdiction of the traffic is not otherwise determined.

(B) PLU Calculation - PLU shall be calculated as the ratio of the sum of local traffic minutes to the sum of local traffic and intrastate interexchange minutes exchanged between customer and the Company.

(C) Quarterly Updates - The PLU report shall be subject to the same quarterly updating requirement as set forth in section 2.3.9 herein for PIU reports, except that if the customer has never provided the Company a PLU report, the Company will utilize a Fifty percent (50%) PLU on a default basis.

(D) Verification and audit obligations and rights for PLU reports shall be the same as those set forth in section 2.3.9 herein for PIU reports.

2. General Regulations (Cont'd)

2.4 Billing Regulations

2.4.1 Advance Payments

A customer may be required to pay in advance a portion of the estimated installation or construction costs where the provision of facilities involve an unusual investment. The amount of the advance payment will be credited to the customer's account as applying to the indebtedness of the customer for the services and facilities provided.

2. General Regulations (Cont'd)

2.4 Billing Regulations (Cont'd)

2.4.2 Advance Deposits

The Company may, in order to safeguard its interest only, require a customer to make a deposit, prior to or at any time after the provision of a service to the customer, as a guarantee of payment of rates and charges. Such deposit is to be held by the Company. The deposit may not exceed the rates and charges for a two-month period.

Deposits held will accrue interest at one percent (1%) above the prime lending rate as published in the Wall Street Journal for the last business day of September, to be adjusted annually on October 1. Interest is credited to the customer annually, or upon termination of the service, or upon return of the deposit by the Company.

Such a deposit may be refunded or credited to the customer's account at any time prior to the termination of the provision of service to the customer. Should a deposit be credited to the customer's account, no interest will accrue on the deposit from the date such deposit is credited.

At such time as the provision of service to the customer is terminated, the amount of the deposit and any applicable interest will be credited to the customer's account and any credit balance, which may remain, will be refunded.

2. General Regulations (Cont'd)

2.4 Billing Regulations (Cont'd)

2.4.3 Payments of Rates and Charges

For services provided under this tariff, the Company will bill in the following manner:

- Charges or credits due to the customer for services established or discontinued during the preceding billing period will be billed on a current basis,

- Recurring rates and charges for services will be billed in advance, and

- Usage charges will be billed in arrears.

All bills are due when rendered (i.e., thirty (30) days after or by the next bill date as set forth in (A) following). If the payment date would cause payment to be on a Saturday, Sunday, or Legal Holiday, payment for such bills will be due from the customer as follows:

- If the payment date falls an a Sunday or on a legal Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Legal Holiday.

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

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or fraction thereof based on a thirty (30) day month.

2. General Regulations (Cont'd)

2.4 Billing Regulations (Cont'd)

2.4.3 Payments of Rates and Charges (Cont'd)

(A) Past Due Charges

Bills are considered past due thirty (30) days after the bill date or by the next bill date (i.e., same date as the bill date in the following month), whichever occurs first, and are payable in immediately available funds.

If the entire amount billed, exclusive of any amount disputed by the customer, is received by the Company after the payment date or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment charge will apply to the unpaid balance. The late payment charge will be equal to the lessor of:

(1) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains; or

(2) $.0005 per day, compounded daily and applied for each month or portion thereof that an outstanding balance remains.

(B) Billing Disputes Resolved in Favor of the Company

In the event that a billing dispute is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to a late payment charge determined in accordance with (A) preceding and applied to such disputed charges. Such annual rate will be compounded daily and applied for each month or portion thereof that such charges were unpaid.

(C) Billing Disputes Resolved in Favor of the Customer

In the event that a billing dispute is resolved in favor of the customer, no late payment charge will apply to the disputed amount and the customer will receive a credit equal to the overcharged amount.

2. General Regulations (Cont'd)

2.4 Billing Regulations (Cont'd)

2.4.3 Payments of Rates and Charges (Cont'd)

(C) Billing Disputes Resolved in Favor of the Customer (Cont'd)

(1) Interest Credit

The customer will receive an interest credit if all of the following conditions exist:

(a) The customer must notify the Company of the dispute and provide sufficient documentation to support the claim within ten (10) working days from the date the Company is notified of the dispute.

(b) The documentation furnished by the customer must include:

- a clear and full explanation of the basis of the dispute,
- the account number under which the bill has been rendered,
- the date of the bill, and
- details sufficient to identify the specific amounts and items in dispute.

(c) The customer must have paid the total amount billed in dispute.

(d) The billing dispute must be resolved in favor of the customer.

(2) Interest Credit Period

When a claim is filed within 130 days from the bill date, the period covered by the interest credit shall begin on the date that the Company receives payment in immediately available funds. When a claim is filed more than 130 days after the bill date, the period covered by the interest credit shall begin on the date of the claim or the date of overpayment, whichever is later. The period covered by the interest credit shall end on the date that the customer's account is credited.

2. General Regulations (Cont'd)

2.4 Billing Regulations (Cont'd)

2.4.3 Payments of Rates and Charges (Cont'd)

(C) Billing Disputes Resolved in Favor of the Customer (Cont'd)

(3) Calculation of Interest Credit

Interest credit shall be calculated based upon the portion of the disputed amount resolved in the customer's favor multiplied by the lesser of:

(a) The highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains; or

(b) $.000590 per day, compounded daily and applied for each month or portion thereof that an outstanding balance remains.

2. General Regulations (Cont'd)

2.4 Billing Regulations (Cont'd)

2.4.4 Minimum Periods

(A) The minimum period for which service is provided and for which rates and charges are applicable is set forth in each service's section of this tariff, where appropriate.

(B) When a service is discontinued prior to the expiration of the minimum period, charges are applicable whether the service is used or not. The applicable charge will be the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period.

2. General Regulations (Cont'd)

2.4 Billing Regulations (Cont'd)

2.4.5 Credit Allowance for Service Interruptions

(A) General

Service is to be considered to be interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this tariff. An interruption period starts when an inoperative service is reported to the Company and ends when the service is operative.

The Credit Allowance for an interruption, or for a series of interruptions, shall not exceed:

(1) The applicable monthly rate, or

(2) The billed amount for that particular rate element in those cases where the tariff rate exceeds the actual bill amount.

For calculating credit allowances, every month is considered to have 30 days.

(B) When a Credit Allowance Applies

In addition, Credit Allowance for Service Interruptions also apply when service is interrupted due to labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God, and other circumstances beyond the Company's reasonable control. No credit shall be allowed for an interruption of less than 30 minutes. The customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or fraction thereof that the interruption continues after the initial 30-minute interruption.

2. General Regulations (Cont'd)

2.4 Billing Regulations (Cont'd)

2.4.5 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

In case of an interruption to any service that is not due to negligence of the customer, allowance for the period of interruption shall be as follows:

(1) No credit shall be allowed for an interruption period of less than 30 minutes. For each period of 30 minutes, or fraction thereof, that the interruption continues after the initial 30 minute outage, the customer will be credited at the rate of 1/1440 of the monthly charges.

(2) In any month, as a result of the interruption, the total credit per rate element of the interrupted service may not exceed 100 percent of the monthly charge for that particular rate element.

(3) The monthly charge shall be the total of all monthly rate element charges associated with the service (i.e., two-channel terminations and channel mileage).

2. General Regulations (Cont'd)

2.4 Billing Regulations (Cont'd)

2.4.6 Jointly Provided Access Service

Jointly Provided Access Service is originating or terminating access service which is provided in part by the Company and in part by another exchange telephone company. Where access service is jointly provided, billing will be accomplished through a Meet Point Billing arrangement consistent with industry-established guidelines. Under a Meet Point Billing arrangement, the Company will bill in a manner, which reflects the extent of use of only that portion of jointly provided access provided by the Company. All recurring and nonrecurring charges for services provided by each exchange telephone company are applicable, subject to the Meet Point Billing arrangement.

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

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

(A) The Company must receive an order for FGD Switched Access Service, as described herein, ordered to the Company's central office through a switch operated by another exchange telephone company.

(B) The customer may be required to submit an order to the other exchange telephone company with whom the Company has an agreement.

(C) A single bill or separate bills will be rendered to the customer, depending on the applicable Meet Point Billing arrangement between the Company and the other exchange telephone company.

(D) Each company will provide its portion of the access service based on the regulations, rates, and charges contained in its respective Access Service tariff.

2. General Regulations (Cont'd)

2.5 Definitions

Access Tandem

The Incumbent Local Exchange Company's switching system that provides a concentration and distribution function for originating or terminating traffic between end offices and customer premises.

Asynchronous Transfer Mode (ATM)

A fast packet cell-based technology which supports applications requiring high bandwidth, high performance transport, and switching.

Billing Account Number (BNA)

Denotes a code that identifies the customer's billing account to which Dedicated Services are billed.

Central Office

The Company's building locations where the customer station loops are terminated for purposes of interconnection to each other and the public switched network.

Channel(s)

An electrical or photonic, in the case of fiber optic based transmission systems, communications path between two or more points of termination, or for Dedicated Transport, between a point of termination and a Central Office.

Channelize

The process of multiplexing-demultiplexing wider bandwidth of higher speed channels into narrower bandwidth or lower speed channels.

Customer(s)

Any individual, partnership, association, joint-stock company, trust, corporation, or government entity or any other entity, which subscribes to the services, offered under this tariff.

Demarcation Point

Denotes the point (referred to as Demarc Point or Network Interface) of interconnection between the Company's facilities and the wiring at the subscriber's premises. The Demarc point shall consist of wire or a jack conforming to Subpart F of Part 68 of the FCC Rules and Regulations.

2. General Regulations (Cont'd)

2.5 Definitions (Cont'd)

End User

Any customer of an interstate or foreign telecommunications service that is not a carrier, except that a carrier other than a telephone company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

Exchange

A unit, generally smaller than a LATA, established by the Company for the administration of communications service in a specified area, which usually embraces a city, town, or village and its environs. It consists of one or more central offices together with associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given LATA.

Facility

Any one of the elements of physical plant owned or leased by the Company that is needed to provide Dedicated or Switched Access Services.

Immediately Available Funds

A condition in which the regulations (if applicable), rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

Individual Case Basis

Situation in which the regulations (if applicable), rates, and charges for an offering under the provisions of this tariff are developed based on the circumstances for that particular case.

Interstate Communications

Denotes both interstate and foreign communications.

2. General Regulations (Cont'd)

2.5 Definitions (Cont'd)

Intrastate Communications

Any communication within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Local Access Transport Area LATA

A geographical area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic, and other purposes.

Local Calling Area

A geographical area, as defined in the Company's General Exchange Service tariff, in which an end user may complete a call without incurring Message Telecommunications Service (MTS) charges.

Media Stimulated Mass Calling Events

The use of Dedicated or Switched Access Services for communications traffic in response to television and radio advertising for which a substantial volume of communications traffic is anticipated during a short period of time. Media stimulated mass calling is highly peaked and often used in conjunction with market counting services, marketing surveys, entertainment, etc.

Merger

The union of two or more interests or corporations.

Point of Termination - See Demarcation Point

2. General Regulations (Cont'd)

2.5 Definitions (Cont'd)

Premises

A building or a portion of a building in a multi-tenant building, or buildings on a continuous property (except Railroad Right-of-way, etc.) not separated by a public highway.

Serving Wire Center

The end office from which the customer designated premises would normally obtain dial tone from an Incumbent Local Exchange Carrier for local Exchange Service purposes.

Shortage of Facilities or Equipment

A condition which occurs when the Company does not have appropriate cable, switching capacity, or terminal equipment necessary to provide the Dedicated or Switched Access Services requested by the customer.

Synchronous

The type of data transmission where the characters of bits are sent at a fixed rate, with the transmitting and receiving devices synchronized, so that start and stop bits are not required.

V and H Coordinates Method

A method of computing airline miles between two points by utilizing an established formula, which is, based on the vertical (V) and horizontal (H) coordinates of the two points.

Virtual Circuit

A communication path established to transmit data. This path is established for the duration of the session. A virtual circuit is the packet network equivalent of a physical circuit and maintains the sequence of information.

3. Dedicated Services

3.1 Dedicated Transport

3.1.1 General

Dedicated Transport is a point-to-point or point-to-multipoint facility.

3.1.2 Reserved for future use

3.1.3 Customer Provided Equipment

The customer is responsible for providing the customer premises router equipment for termination of the Dedicated Transport facility at the customer's designated premises.

3. Dedicated Services (Cont'd)

3.1 Dedicated Transport (Cont'd)

3.1.3 Transport Channel Types

For the purpose of ordering, provisioning, and billing Dedicated Transport, the following lists the available bit rates, measured by Kilobits per second (Kbps) or Megabits per Second (Mbps), the customer may select:

- 64 Kbps
- 128 Kbps
- 256 Kbps
- 384 Kbps
- 1.544 Mbps (DS1)

128, 256, and 384 Kbps Transport Channel Types are provisioned from specific Incumbent Local Exchange Carrier wire centers which are listed in the National Exchange Carrier Association, Inc. Tariff FCC No. 4. Availability is not restricted to customers served by the wire centers listed in FCC No. 4, but the service must be routed through the designated offices in FCC No.4. Mileage as defined in 3.1.4(D) will apply.

3. Dedicated Services (Cont'd)

3.1 Dedicated Transport (Cont'd)

3.1.4 Rate Regulations

This section contains the specific regulations governing the rates and charges that are applicable to Dedicated Transport.

(A) Rate Elements

There are two basic rate elements, which apply to Dedicated Transport.

(1) Channel Termination

The Channel Termination rate element provides for the communications path between a customer designated premises and the serving wire center of that premises.

One Channel Termination charge applies per customer designated premises or the Company's central office at which the channel is terminated. This charge will apply even if the customer's designated premises and the Company's central office are both located in the same building.

(2) Channel Mileage

The Channel Mileage rate element provides for the transmission facilities between the serving wire center and the serving wire center of the Company's central office.

A flat rate and a rate per mile applies to Channel Mileage.

3. Dedicated Services (Cont'd)

3.1 Dedicated Transport (Cont'd)

3.1.4 Rate Regulations (Cont'd)

(B) Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a Dedicated Transport is provided. For billing purposes, each month is considered to have 30 days.

3. Dedicated Services (Cont'd)

3.1 Dedicated Transport (Cont'd)

3.1.4 Rate Regulations (Cont'd)

(C) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for Dedicated Transport are:

- Installation of Service
- Service Rearrangements

(1) Installation of Service

Nonrecurring charges apply to each service installed. These charges are set forth in Section 3.1.4(A)(2) as a nonrecurring charge for the Channel Termination rate element and are applied per circuit on a first and additional basis for each service ordered. The initial circuit incurs the first nonrecurring charge for the Channel Termination associated with that circuit at each termination point. Each subsequent circuit at each termination point incurs the additional nonrecurring charge for each Channel Termination associated with that additional circuit.

In order to receive the benefit associated with ordering multiple circuits, the following criteria must be met:

- Same Order
- Same Application Order Date
- Same Due Date
- Identical Transport Channel Type
- Same Billing Number
- Same Billing Customer
- Same Designated Premises

3. Dedicated Services (Cont'd)

3.1 Dedicated Transport (Cont'd)

3.1.4 Rate Regulations (Cont'd)

(C) Nonrecurring Charges (Cont'd)

(2) Service Rearrangements

Service Rearrangements are changes to existing (installed) service which do not results in either (1) a change in the minimum period requirements as set forth in 3.1.4(F) or (2) a change in physical location of the point of termination at a customer designated premises.

Changes which result in the establishment of a new minimum period obligations are treated as disconnects and starts. Changes in the physical location of the point of termination are treated as moves as described in 3.1.4(E).

The charge to the customer for the service rearrangement is dependent on whether the change is administrative only or involves actual physical change to the service.

(a) Certain administrative changes will be made without charge to the customer. These administrative changes are as follows:

- Change of customer name, (i.e., the customer of record does not change but rather the customer of record changes its name).
- Change of customer's address when the change of address does not involve a physical relocation of the service.
- Change in billing data (name, address, contact name, or telephone number).
- Change of the customer's contact name or contact number.

3. Dedicated Services (Cont'd)

3.1 Dedicated Transport (Cont'd)

3.1.4 Rate Regulations (Cont'd)

(C) Nonrecurring Charges (Cont'd)

(2) Service Rearrangements (Cont'd)

(b) When a customer requests a change in the customer of record (i.e., existing service is provided and billed to a different entity), a nonrecurring charge will apply. This change is considered an administrative service rearrangement when the new customer assumes liability for all current and prior charges for the service and has complied with the regulations and conditions as set forth in 2.2.1 for the Assignment and Transfer of Facilities, and no physical relocation or rearrangement of the service is required.

(c) When a customer requests the following administrative changes, a nonrecurring charge will apply as set forth in 3.1.6(E) per circuit for the following change. The customer requesting administrative service rearrangements will be responsible for all billing associated with the change requested.

- Change of Billing Account Number (BAN) (e.g., a customer requests to aggregate all services on one BAN).

3. Dedicated Services (Cont'd)

3.1 Dedicated Transport (Cont'd)

3.1.4 Rate Regulations (Cont'd)

(D) Mileage Measurement

The mileage to be used to determine the monthly rate for the Channel Mileage is calculated on the airline distance between the customer designated premises serving wire center and the Company's central office serving wire center.

To determine the rate to be billed, first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No. 4, as shown below. When the calculation results in a fraction of a mile, always round up to the next whole mile before determining the mileage and applying the rates.

Mileage Formula

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

3. Dedicated Services (Cont'd)

3.1 Dedicated Transport (Cont'd)

3.1.4 Rate Regulations (Cont'd)

(E) Moves

A move involves a change in the physical location of one of the following:

- The Point of Termination at the customer's premises
- The customer's premises

The charges are dependent on the type of move requested by the customer.

(1) Moves of the Point of Termination Within the Same Customer Premises

When the move of the Point of Termination is to a new location within the same customer premises, the move will be treated as an extension of the Dedicated Transport facilities which will be provided on an individual case basis.

(2) Moves of a Customer Premises

Moves to a different customer premises will be treated as a discontinuance and start of service. New minimum periods will be established for the new service. The customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

3. Dedicated Services (Cont'd)

3.1 Dedicated Transport (Cont'd)

3.1.4 Rate Regulations (Cont'd)

(F) Minimum Periods

The minimum service period for all Transport Channel types is 1 year.

3. Dedicated Services (Cont'd)

3.1 Dedicated Transport (Cont'd)

3.1.4 Rate Regulations (Cont'd)

(G) Term Pricing Plan

Dedicated Transport Term Pricing Plan provides the customer with rate stability over the life of the contract period.

Decreases in the Term Pricing Plan monthly recurring tariff rates will be passed on the customers who participate in the Term Pricing Plan. The Company will notify customers participating in the Term Pricing Plan when monthly rates are decreased.

Should the Company increase its rates during the Term Pricing Plan period, the customer would continue to pay the rates in effect at the time the customer elected to participate under the Term Pricing Plan until such time the term period has expired.

Customers who renegotiate a new Term Pricing Plan prior to the expiration of the customer's existing Term Pricing Plan, may continue with rates in effect at the time of the existing Term Pricing Plan.

Customers requesting the termination of the Term Pricing Plan prior to the expiration of the term period, or service is discontinued prior to the expiration of the Term Pricing Plan will be charged as indicated following:

Term Pricing Plan total monthly charge	X	Months remaining in term	X	Termination percentage 100%

3. Dedicated Services (Cont'd)

3.1 Dedicated Transport (Cont'd)

3.1.4 Rate Regulations (Cont'd)

(H) Individual Case Basis

Private line services will be made available to customers in a non-discriminatory manner. Rates for Intraexchange or Interexchange dedicated access private line services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the service and will be made available to the Illinois Commerce Commission Staff upon request on a proprietary basis.

(I) Service Order Charge

A Service Order Charge applies, per order, for the Installation, addition, change, rearrangement, or move of a Dedicated Service (in addition to the other applicable Dedicated Transport tariff charges).

A Service Order Change Charge applies when the customer requests a change in the Due Date of a Dedicated Transport service order. In addition, the Service Order Change Charge applies in cases when there is no access to the customer's premises on the due data of a Dedicated Service and a new due date must be established.

(J) Service Call Charge

When a customer reports trouble to the Company for an interruption of service and no trouble is found in the Company's facilities, the customer may be responsible for payment of a charge when the Company personnel are dispatched to the customer premises until the interruption is determined and corrected.

4. Switched Access Service

4.1 General

Switched Access Service, which is available to customers for their use in furnishing their services to end users, provides a two-point electrical communications path between a customer's premises and an end user's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an end user's premises to a customer's premises in the LATA where it is provided. The application of rates for Switched Access Service is described in Section 4.2 following:

4.2 Rate Elements

4.2.1 The rate elements that apply to Switched Access Service are as follows:

(A) End Office Local Switching

(B) Entrance Facility

(C) Direct-Trunked Transport

(D) Tandem-Switched Transport

(E) Information Surcharge

(F) Common Line

(G) Data Base 800 Service

(H) Multiplexing

(I) Nonrecurring Charges

4. Switched Access Service (Cont'd)

4.2 Rate Elements (Cont'd)

4.2.2 End Office Local Switching

End Office Local Switching rate elements as described in (1) through (3) following, provide for the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the local end office.

(1) The End Office Local Switching rate element provides for the following functions:

Common Switching - Local end office switching associated with the feature group switching arrangements.

Transport Termination - Line or Trunk side arrangements which terminate the interoffice transport facilities.

Line Termination - Terminations for the end user Common Lines terminating in the local end office.

Intercept - Termination of certain calls at the Company's intercept recording. The recording tells a caller why a call, as dialed, could not be completed, and if possible, provides the new number.

(2) The Dedicated End Office Port provides for each dedicated line or trunk terminating in the end office port.

(3) The Shared End Office Trunk Port rate element provides for the use of the shared end office trunk ports for the termination of common transport trunks for the tandem routed traffic.

4. Switched Access Service (Cont'd)

4.2 Rate Elements (Cont'd)

4.2.3 Entrance Facility

The Entrance Facility rate element provides for an Entrance Facility between the customer's premises and the ILEC serving wire center serving that premises, and the Company's central office and the ILEC serving wire center serving the Company's premises. The customer may contact the ILEC directly for the Entrance Facility or the Company may provide the Entrance Facility upon the customer's request. The Entrance Facility rate element includes the transmission medium of the facility (e.g., wire or fiber) as well as certain circuit equipment that is used at the ends of the facility and employed to provision the channels on the transmission medium.

The Entrance Facility rate element also includes an interface group which defines the technical characteristics and types of signaling capability associated with the connection (i.e., voice grade, DS1, or DS3) that comprises the Entrance Facility.

4. Switched Access Service (Cont'd)

4.2 Rate Elements (Cont'd)

4.2.4 Direct-Trunked Transport

The Direct-Trunked Transport rate element provides for a Direct-Trunked Transport includes the transmission facility between a customer's premises ILEC serving wire center and the Company's central office ILEC serving wire center when such facilities are not switched through an access tandem. This includes the transmission medium itself (e.g., wire or fiber) as well as certain circuit equipment that is used at the ends of the interoffice links and employed to provision the channels on the transmission medium and circuit equipment used within the network to manage the circuits at intermediate locations.

The Direct-Trunked Transport rate element also provides for the transmission facilities between the Company's central office ILEC serving wire center and an ILEC hub office other than a customer's ILEC serving wire center.

The Direct-Trunked Transport rate element can also be used to provide the transmission facilities between a customer's premises ILEC serving wire center and an access tandem for tandem routed services.

For the purposes of determining Direct-Trunked Transport mileage, distance will be calculated as set forth in 4.3.3, following.

4. Switched Access Service (Cont'd)

4.2 Rate Elements (Cont'd)

4.2.5 Tandem-Switched Transport

The Tandem-Switched Transport rate element provides for a Tandem-Switched Transport facility between the access tandem and the Company's central office where calls are switched to originate or terminate. Tandem-Switched Transport includes the medium itself (e.g., wire or fiber) as well as certain circuit equipment that is used at the ends of the interoffice links and employed to derive the channels on the transmission medium and circuit equipment used within the network to manage circuits at intermediate locations.

For the purposes of determining Tandem-Switched Transport mileage, distance will be calculated as set forth in 4.3.3, following.

4. Switched Access Service (Cont'd)

4.2 Rate Elements (Cont'd)

4.2.6 Information Surcharge

The Information Surcharge rate element provides for white page publication.

4.2.7 Common Line

Common Line is utilized for the provision of telecommunications services and allows access to the Company's common line facilities furnished to end users.

4. Switched Access Service (Cont'd)

4.2 Rate Elements (Cont'd)

4.2.8 Data Base 800 Service

The Data Base 800 Service rate element applies on a per query basis. In addition, standard Feature Group D charges apply. Data Base 800 Service, which is available to all customers, is an originating offering which provides a carrier identification function for numbers using the 800, 888, 877, etc. NPA (i.e., 800-NXX-XXXX). The carrier identification function is performed using queries, which are routed using the Company's CCS/SS7 network to the Company's Service Control Point (SCP).

4.2.9 Multiplexing

Multiplexing provides for the interconnection of transport facilities with different capacities or bandwidth or when a customer requests to interconnect specific transport facilities with the Company's switches when the facilities capacity or bandwidth is different.

4.2.10 Nonrecurring Charges

Switched Access Services are subject to nonrecurring installation charges associated with the installation of the FGD trunk(s), Entrance Facility, Direct-Trunked Transport, and Tandem-Switched Transport, on a first and additional basis, and a Switched Access Service Order Charge, per order. The Nonrecurring Charges applicable for Switched Access are specified in 4.3.4.

4. Switched Access Service (Cont'd)

4.3 Rates and Charges

4.3.1 Rate Regulations

(A) Monthly Recurring Rates

Monthly rates (including fixed and per mile rates) are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have thirty (30) days.

(B) Usage rates for each line or trunk are rates that apply on a per unit basis (e.g., per call, per access minute, or per access minute per mile) when a specific rate element is used. Usage charges are accumulated over a monthly period.

4.3.2 Minimum Periods

Switched Access Service is provided for a minimum period of one year.

4. Switched Access Service (Cont'd)

4.3 Rates and Charges (Cont'd)

4.3.3 Mileage Measurement

The mileage to be used to determine the monthly rate or usage rate per mile for Direct-Trunked Transport and Tandem-Switched Transport is calculated on an airline distance between 1) the end office switch where the call carried by Direct-Trunked Transport originates or terminates and the customer's premises ILEC serving wire center, or 2) where Direct-Trunked Transport is used between an access tandem and the customer's premises ILEC serving wire center, or 3) the end office switch where the call carried by Tandem-Switched Transport originates or terminates and the access tandem.

Direct-Trunked Transport rates are shown in terms of fixed and per mile. To determine the rate to be billed, first compute the mileage according to the following calculation, then multiply the mileage by the per mile rate element. If the calculation results in a fraction of a mile, always round up to the next whole mile before applying the rates. Second, add the fixed rate with the total per mileage rate to determine the total monthly rate for Direct-Trunked Transport.

Tandem-Switched Transport rates are shown in terms of per minute and per minute mile. To determine the rate to be billed, first compute the mileage according to the following calculation, then multiply the mileage by the per minute mile rate element. If the calculation results in a fraction of a mile, always round up to the next whole mile before applying the rates. Second, add the per minute rate with the total per minute mileage rate to determine the total per minute rate for Tandem-Switched Transport.

Mileage Formula

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

DEDICATED TRANSPORT SERVICE
PROVIDED ON AN ICB BASIS

SWITCHED ACCESS SERVICE – RECURRING CHARGES

		Originating	Terminating
(A)	End Office Local Switching		
	Local Switching - Per Minute	$.003116	$.001827
	Dedicated End Office Port - Per Port Per Month	$120.25	$0.00
	Shared End Office Trunk Port - Per Minute	$.000369	$0.00000

(B)	Entrance Facility	
	Voice Grade 2-Wire - Each	$23.76
	Voice Grade 4-Wire - Each	$39.00
	DS1 – Each , Zone 1	$158.00
	DS 1 – Each, Zone 2	$161.00
	DS 1 – Each, Zone 3	$163.00
	DS3 Optical – Each per month, 12 month term (All Zones)	$1444.00
	DS3 Optical – Each per month, 24 month term (All Zones)	$1083.00
	DS3 Electrical – Each , Zone 1	$2656.00
	DS3 Electrical – Each, Zone 2	$2881.00
	DS3 Electrical – Each, Zone 3	$3187.00
(C)	Direct-Trunked Transport	
	Voice Grade - Per Point of Mileage Termination	$14.75
	Voice Grade – Channel Mileage, Per Mile	$1.35
	DS1 – Channel Mileage Termination, Per Point of Mileage Termination, Zone 1	$32.00
	DS1 – Channel Mileage Termination, Per Point of Mileage Termination, Zone 2	$32.70
	DS1 – Channel Mileage Termination, Per Point of Mileage Termination, Zone 3	$33.40
	DS1 - Channel Mileage, Per Mile, Zone 1	$13.55
	DS1 - Channel Mileage, Per Mile, Zone 2	$13.89
	DS1 - Channel Mileage, Per Mile, Zone 3	$13.89
	DS3 - Channel Mileage Termination, Per Point of Mileage Termination, Zones 1, 2, 3	$375.00
	DS3 - Channel Mileage, Per Mile, Zones 1,2, 3	$120.00
(D)	Tandem-Switched Transport	
	Termination, Rate per Access Minute	$.000103
	Facility, Rate per Access Minute Per Mile	$.000014
	Switching, Rate Per Access Minute, Zone 1	$.001098
	Switching, Rate Per Access Minute, Zone 2	$.001131
	Switching, Rate Per Access Minute, Zone 3	$.001135
(E)	Information Surcharge - Per Minute	$0.00
(F)	Carrier Common Line - Per Minute	$0.00

SWITCHED ACCESS SERVICE – RECURRING CHARGES (Continued)

(G)	Multiplexing	
	DS1 to Voice Grade - Per Multiplexer, Zone 1	$330.00
	DS1 to Voice Grade - Per Multiplexer, Zone 2	$330.00
	DS1 to Voice Grade - Per Multiplexer, Zone 3	$372.00
	DS3 to DS1 - Per Multiplexer, Zone 1	$647.00
	DS3 to DS1 - Per Multiplexer, Zone 2	$648.00
	DS3 to DS1 - Per Multiplexer, Zone 3	$688.40
(H)	Interconnection Charge – Per Minute	$0.00
(I)	800 Data Base Query – Per Query	$.002303

SWITHCED ACCESS SERVICE – NONRECURRING CHARGES

(A)	Entrance Facility	
	Voice Grade 2-Wire	$275.00
	Voice Grade 4-Wire	$275.00
	DS1 – Zone 1	$1130.00
	DS1 – Zone 2	$1186.00
	DS1 – Zone 3	$1275.00
	DS3 – Electrical and Optical, Zones 1, 2, 3	$0.00
(B)	Direct-Trunked Transport	
	Voice Grade Termination	$0.00
	Voice Grade Per Mile	$175.00
	DS1 Channel Mileage Termination	$0.00
	DS1 Per Mile, Zones 1 and 2	$249.00
	DS1 Per Mile, Zone 3	$264.00
	DS3 Channel Mileage Termination	$275.00
	DS3 Per Mile, Zones 1, 2, 3	$0.00
(C)	Tandem-Switched Transport	
	Voice Grade (Administration, CO Connection, and Customer Connection Charges)	$510.00
	DS1 (Administration, CO Connection, and Customer Connection Charges)	
	Zone 1	$660.00
	Zone 2	$685.00
	Zone 3	$731.00
	DS3 (Administration, CO Connection, and Customer Connection Charges)	$1210.00
(D)	Multiplexing	
	DS1 to Voice Grade	$0.00
	DS3 to DS1	$0.00
(E)	Switched Access Order Charge	
	Per Order	$60.00

By: Stephen Weeks, Vice President – Wholesale Billing
4001 Rodney Parham Road
Little Rock, AR 72212

5. Miscellaneous Services

5.1 Carrier Service Order Charge – Local Service

5.1.1 Description

This charge applies when a carrier submits a Local Service Request (LSR) to switch a customer's local service from the Company to the requesting carrier. LSRs may be submitted manually or electronically. This charge applies when LSR rates have not been established pursuant to an interconnection agreement between NuVox and the requesting carrier.

5.1.2 Rates

Manual LSR	Mechanized LSR
$13.17	$13.17