

SECTION 4 - DIRECT (DEDICATED) SERVICE

4.1 General

The various types of Company service offerings are described below. Company services are billed at predetermined monthly rates. Recurring charges are billed in advance of the month in which service is performed. In addition, the optional features and any extraordinary installation costs other than recurring and non-recurring charges may apply as described herein. Customers requesting these services may subscribe to services on a month-to-month basis, or for term discount plans of 1 to 5 years. Customers subscribing to a term discount plan may receive a discount on charges for these arrangements. Agreements for services in excess of 5 years will be negotiated on an ICB.

4.2 Service Configurations

There are two types of service configurations over which Company's services are provided: point-to-point service and multipoint service.

4.2.1 Point-To-Point Service

Point-To-Point Service connects two Customer-designated premises, either on a directly connected basis, or through a hub where multiplexing functions are performed.

4.2.2 Multipoint Service

Multipoint Services connect three or more Customer designated premises through a Company hub. There is no limitation on the number of locations connected via multipoint service. However, when more than three points are provided in tandem, the quality of service may be degraded. Multipoint service may be provided where technically possible. If Company determines that the requested characteristics for a multipoint service are not compatible, the Customer will be advised and given the opportunity to change the order within 60 days.

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SECTION 4 - DIRECT (DEDICATED) SERVICE (Cont'd)

4.3 Service Descriptions and Technical Specifications

The following service descriptions and technical specifications will apply to Company's services. When references to Bellcore Technical Publications on file with the F.C.C. are made for performance criteria, the criteria will be considered objectives for Company's performance. In no case should the reference to these Bellcore standards be construed as creating any warranties on the part of Company. Technical publications are available for review by the Customer upon request.

4.3.1 Voice Grade Service (DS-0)

A Voice Grade Facility is a channel which provides voice frequency transmission capability in the normal frequency range of 300 to 3000 HZ and may be terminated as analog two-wire or four-wire, or where facilities permit, as a four-wire in a digital format when used in conjunction with another Voice Grade Facility termination at the other end. Voice Grade Facilities are provided between Customer designated locations or between a Customer designated location and a Company's hub.

Transmission specifications are defined in Bellcore Technical Reference TR-TSY-000335, issue 2 and PUB 41004, Table 4, and those publications referenced therein for Voice Grade frequency (300-3000hertz Voice Grade Transmission).

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4.3 Service Descriptions and Technical Specifications (Cont'd)

4.3.2 Digital Data Service (DDS)

A Digital Data Channel is a channel for duplex four-wire transmission of synchronous serial data at rates of 2.4, 4.8, 9.6, 19.2, 56, or 64 Kbps. The actual bit rate is a function of the channel interface selected by the Customer. The channel provides synchronous service with timing provided by Company, through Company facilities to the Customer in the received bit stream. Digital Data channels are provided only between Customer designated locations and/or between Customer designated locations and a Company's hub.

4.3.3 DS-1 Service

DS-1 Service, or Digital Signal Level 1 Service, is a channel for the transmission of 1.5644 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-1 Channels are provided between Customer designated locations and between Customer designated locations and a Company's hub.

Technical standards are defined in Bellcore Technical Reference TR-NPL-000054, TR-TSY-000342, TR-TSY-000194, and PUB 62508, PUB 62411, PUB 62411A.

4.3.4 Type I Channels

Type I digital channels are provided where both endpoints of a channel are served by the Company's network. Rates for Type I Channels are provided in Section 7 of this tariff.

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SECTION 4 - DIRECT (DEDICATED) SERVICE (Cont'd)**4.3 Service Descriptions and Technical Specifications (Cont'd)****4.3.5 Type II Channels**

Type II digital channels are provided where at least one endpoint of a channel is served by the network of an entity with whom the company's network is interconnected; such channels are provided via a combination of the Company's facilities and the facilities of the interconnected entity. Rates for the portions of the service provided over the company's facilities are based on the rates for the corresponding Type I Channel rates. Rates for the portion of the service provided over the facilities of the interconnected entity are based on the rates charged the Company by the interconnected entity. The Company may apply a service charge or mark-up to the rates charged the Company by the interconnected entity.

4.3.6 DS-3 Service

DS-3 Service, or Digital Signal Level 3 Service, is a channel for the transmission of 44.736 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-3 Channels are provided between Customer designated locations and/or between Customer designated locations and a Company's hub. DS-3 service is provided with an electrical interface. As an option, this service may be provided to a Customer with an optical interface at the Customer's premises. Services with this option will terminate in Company's Optical Line Terminating Equipment (OLTE) located in Company's hub. The OLTE located at the Customer's premises is subject to the mutual agreement of the parties, and must be compatible with the OLTE located in Company's hub. The optical interface option is available only where facilities permit, and is offered on an Individual Case Basis (ICB)

Technical standards are defined in Bellcore Technical Reference TR-NPL-000054, TR-TSY-000342, TR-TSY-000194, and PUB 62508, PUB 62411, PUB 62411A.

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4.3 Service Descriptions and Technical Specifications (Cont'd)

4.3.7 DS-3 Packaging

DS-3 services may be ordered in multiples as specified in the Dedicated Services Rates and Charges Section. These services are offered in the same configuration as DS-3 service (i.e. either electrical or optical interface), and with the same technical specifications.

4.3.8 Fractional DS-1 Service

Fractional DS-1 service consists of 2 to 24 DS-0 or DDS channels between two Customer designated locations, utilizing DS-1 level facilities, and multiplexing arrangements.

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4.3 Service Descriptions and Technical Specifications (Cont'd)

4.3.9 Multiplexing Services

Multiplexing is provided in the following configurations:

M13 Multiplexing (ICB)

An arrangement that converts a 44.736 Mbps channel into 28 DS-1 channels using digital time division multiplexing.

DS-1 to DS-0 Multiplexing

An arrangement that converts a 1.544 Mbps channel into 24 channels for use with Voice Grade Facilities or DDS.

4.3.10 Customer Provided Equipment

Customer provided terminating equipment such as CSUs, multiplexers, and other terminating equipment may, at the Customer's request, be provided by the Customer, at the Customer's expense. Company makes no guarantees or warranties as to the performance of Customer provided equipment.

4.3.11 Entrance Facility

The Entrance Facility provides the transmission path and the interface between the Company's service wire center and customer provided facilities at the point of termination at the customer designated location

Switched Access is provided in a number of separate Entrance Facilities. Each Entrance Facility provides a specified facility interface (e.g., two-wire, four-wire, DS1, etc.) Provisions of the Entrance Facility and any Optional Arrangements may require placement of Company equipment on the Customer's premises.

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4.3 Service Descriptions and Technical Specifications (Cont'd)

4.3.11 Entrance Facility (Cont'd)

The following Standard Entrance Facilities are available:

DS1 Digital

DS3 Digital

Optical Fiber OC3, OC12, OC48

The number of Entrance Facilities provided is determined by the Customer's order for service.

In cases where the ordering customer provides its own access facilities through a vendor or other competitive access provider, the access order installation charge and an access order charge will be waived. A monthly recurring port charge applies to Customer entrance facilities regardless of type or method of provisioning. The port charge rates may be found in the rate section and are per facility ordered.

4.3.12 SWAS- DC

SWAS (Direct Connect) or SWAS-DC applies to Switched Access Service where the Customer directly connects to the Company switch. Additional flat-rated or other direct connect charges may apply per other terms of this Tariff.

SWAS-DC may include Local Switching on per minute of use element in addition to the facility and associated charges billed on a flat per month rate.

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4.4 Service Descriptions and Technical Specifications (Cont'd)

4.3.13 Local Transport Services (Direct Connect)

Customers who choose Local Transport Services (Direct Connection) ("LTS – DC") directly connect with the Company's switch(es).

LTS-DC may include: Tandem Functionality, Tandem Multiplexer.

LTS-DC may include the following usage and mileage sensitive rate elements:

1. Tandem Switching
2. Local Transport Termination
3. Local Transport Facility (mileage sensitive)

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4.4 Rate Categories

There are seven rate categories that may apply to Company's Services.

4.4.1 Channel Terminations (CT) / Local Distribution Channel (LDC)

The Channel Termination Rate Category provides for the communications path between a Customer designated premises, and another Customer designated premises. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the Company's service is to be connected, and the type of signaling capability (if any). One channel Termination charge applies per Customer designated premises at which the service is terminated.

4.4.2 Channel Mileage Termination (CMT) - Fixed

This rate element applies per termination whenever there is mileage associated with the channel; a channel has mileage associated with it when the endpoints are located in geographic areas normally served out of separate Telephone Company end offices. Different charges may apply depending on whether the connection is a Type I (on-Net) or Type II (off-net) connection.

4.4.3 Channel Mileage (CM) - Per Mile

This rate element applies whenever there is mileage associated with the channel. The unit rate is multiplied by the number of miles (Interoffice Mileage) between the two Telephone end offices which normally serve the geographic areas in which the endpoints of the channel are located. Interoffice Mileage is determined according to the V&H coordinates method set forth in Section 2.10.2. Fractions of a mile are rounded up to the next whole mile before rates are applied. Different charges may apply depending on whether the connection is a Type I (on-Net) or Type II (off-net) connection.

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4.4 Rate Categories (Cont'd)

4.4.4 Optional Features and Functions

The Optional Features and Functions Rate Category provides for optional services which may be added to a Company's service to improve its quality or characteristics to meet specific communications requirements. These services are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics which may be obtained. These characteristics may be derived using various combinations of equipment.

4.4.5 Extraordinary Charges

From time to time, customers may request special services not addressed specifically by rate elements in this tariff, or services to locations that may cause Company to incur extraordinary expenses not contemplated in the provision of standard service offerings. These costs include, but are not limited to:

- Additional construction costs
- Building space rental or rights-of-way costs
- Additional equipment
- Special facilities routing

In these cases, the Customer will be billed additional charges computed on an ICB. Special services not addressed in this tariff shall be approved by the F.C.C. prior to the provision of such service.

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4.4 Rate Categories (Cont'd)

4.4.6 Volume Discounts

Discounts for specified dollar volumes of traffic to a specific location or aggregate dollar volumes may apply, as specified in this tariff, to customers that subscribe to substantial volumes of Company's services.

4.4.7 Term Discounts

Customers will be eligible for discounts for executing agreements for services for 1 to 5 years, as specified in this tariff.

4.5 Application of Rate Elements

The rate elements described in F1 of this tariff will be applied as follows:

4.5.1 Point-To-Point Services

- Channel Terminations (when applicable)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

4.5.2 Multipoint Services

- Channel Terminations (one per designated Customer location)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

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4.6 Regulations and Computations of Mileage

- 4.6.1 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 4.6.2 All times refer to local time.
- 4.6.3 All inter-city services are rated according to the mileage between the Company's Point of Presence in each city.
- 4.6.4 Airline mileage, used in connection with determining rates for intercity portions of services and facilities, is obtained by using the "V" and "H" coordinates assigned to each point as set forth in (e) below. This procedure is referenced in the AT&T Tariff FCC No. 10. To determine the airlines distance between any two locations, proceed as follows:
- A) Utilize the "V" and "H" coordinates for each Customer designated location.
 - B) Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
 - C) Square each difference obtained in step (ii) above.
 - D) Add the square of the "V" difference and the "H" difference obtained in step (iii) above.

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4.6 Regulations and Computations of Mileage (Cont'd)

4.6.4 (Cont'd)

- E) Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.
- F) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

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

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4.7 Contract Rates - Special Pricing Arrangements-ICB

4.7.1 In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Company's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on Company and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

4.7.2 In addition to any rate or charge established by the Company, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option.

4.8 Back Billing

Company shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered, assuming that the customer was aware of the unbilled services during the period the services were unbilled, for a period of six years after the service was rendered.

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4.9 Taxes

4.9.1 Sales, Use and Excise Taxes

In addition to all recurring, non-recurring, usage or special charges, Customer shall also be responsible for and shall pay all applicable federal, state and local sales, use and excise taxes.

4.10 [Reserved]

4.11 Temporary Promotional Programs

The Company may establish temporary promotional programs, wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service not previously received by the Customer. The terms of promotional programs will be filled with the F.C.C. subject to the requirements of applicable law, except if the promotion is to reduce rates.

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4.12 RATES AND CHARGES

4.12.1 Recurring Charges

		<u>Minimum</u>	<u>Maximum</u>
A.	SWAS- DC Per access minute	\$0.00	\$0.05
A.	Local Transport Services Termination, per minute	\$0.00	\$0.05
B.	Transport DS0 Port, per port	**	**
	DS1 Port, per port	**	**
C.	Multiplexing DS3 to DS1	**	**
	DS1 to DS0	**	**
E.	800 Data Base Per Query	\$0.00	\$0.05

**For current rates please see PAETEC Communications, Inc's FCC Tariff No. 1 - Interstate Access

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SECTION 5 - END USER ACCESS SERVICE (CARRIER COMMON LINE)

5.1 GENERAL

The Company will provide End User Access Service to Customers in conjunction with Switched Access Service provided in Section 3 of this tariff. End User Access provides for the use of End Users' Company-provided common lines by Customers for access to such End Users to furnish Intrastate Communications.

5.2 LIMITATIONS

No telephone number or detailed billing will be provided with End User Access. Directory listings and intercept arrangements are not included in the rates and charges for End User Line Access.

5.3 APPLICATION OF INTRASTATE CHARGES

Intrastate rates apply only to that portion of End User Access Service provided for intrastate usage. Jurisdictional reporting is required as described in Section 2.10.7 of this tariff.

5.4 RATES AND CHARGES

Per access minute:

	<u>Minimum</u>	<u>Maximum</u>
Terminating	\$0.00	\$0.05
Originating	\$0.00	\$0.05

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SECTION 6 - SECTION 6 - SPECIAL ARRANGEMENTS

6.1 SPECIAL CONSTRUCTION

6.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- A. nonrecurring charges;
- B. recurring charges;
- C. termination liabilities; or
- D. combinations of (a), (b), and (c).

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SECTION 6 - SPECIAL ARRANGEMENTS (Cont'd)

6.1 SPECIAL CONSTRUCTION (Cont'd)

6.1.2 Termination Liability

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

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 - 1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a. equipment and materials provided or used;
 - b. engineering, labor, and supervision;
 - c. transportation; and
 - d. rights of way and/or any required easements;
 - 2. license preparation, processing, and related fees;
 - 3. tariff preparation, processing and related fees;
 - 4. cost of removal and restoration, where appropriate; and
 - 5. any other identifiable costs related to the specially constructed or rearranged facilities.

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SECTION 6 - SPECIAL ARRANGEMENTS (Cont'd)

6.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

6.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for services which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed services than those specified for such services in the Rate Attachment. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the customer. The following information will be included in the summary:

- 1) LATA and type of switch
- 2) Service description
- 3) Rates and charges
- 4) Quantity
- 5) Length of the agreement.

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SECTION 6 - SPECIAL ARRANGEMENTS (Cont'd)**6.4 EQUIPMENT INSTALLED OR WORK PERFORMED IN COMPANY SWITCH SITE
OR OTHER OPERATIONAL LOCATIONS****6.4.1 GENERAL ADMINISTRATION**

In order that the Company may interconnect its network with Customers, Customers may be required to install equipment or network services on Company premises including but not limited to switching centers. This section outlines terms and conditions for any Customer, vendor or other person performing installation, interconnection, maintenance and repair and any other telecommunications or information services in those spaces. The Company will require that the Customer or vendor provide information necessary to support installation of equipment or facilities during the period prior to the work being performed. This information will be specified in a separate document and will be reviewed by the Company engineering teams. Specifically, further details are as specified by Company engineers in review and approval of installation and power related Methods of Procedure (MOP).

Company operations personnel have been instructed NOT to allow any vendor to perform any work within the PAETEC space until specifications and MOP paperwork has been received.

**6.4.2 TECHNICAL GUIDELINES FOR WORKING WITH POWER IN COMPANY
OPERATIONS SITES**

It is the Company's goal to maintain a safe, clean and hazardous free work environment in Company operational space. These technical specifications and work processes must be followed in order to avoid circuit interruption, retail outages and power failures;

- a. All equipment installed in PAETEC operational sites is required to be DC powered.
- b. Fuse assignments are located on the breaker distribution fuse box (BDFB). The MOP will specify panel position as well as correct fuse amperage.
- c. Cable size will also be specified and will be tapped down to #6AWG for termination using compression lugs.

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SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D)**6.4 EQUIPMENT INSTALLED OR WORK PERFORMED IN COMPANY SWITCH SITE
OR OTHER OPERATIONAL LOCATIONS (CONT'D)****6.4.2 TECHNICAL GUIDELINES FOR WORKING WITH POWER IN COMPANY
OPERATIONS SITES
(CONT'D)**

- d. Inventory of materials on-site and continuous verification of all equipment, tools and hardware is important. Company personnel must be contacted immediately if a deficiency is noted.
- e. Safety glasses will be worn, all jewelry will be removed and any other personal safety guidelines deemed appropriate must be followed during this procedure.
- f. "Hot" buss bars will be protected with rubber mats. These materials are to be secured so they will stay in place during work activity.
- g. Crimps must be made with appropriate crimping tools.
- h. Heat shrink insulation must be applied to cover all cable butts.
- i. If there are existing cables within the space procedures should be modified to follow existing cable patterns to assure uniformity of work.
- j. All open ends of cable and lugs/connectors installed on cables are to be taped or capped at all times until they are being terminated.
- k. All equipment relay racks and added equipment must be grounded to existing ground halo before any power cable terminations are made.
- l. Verify absence of alarms on any involved system or component equipment before beginning procedures.

IMPORTANT: Before beginning any installation of equipment or power provisioning, a direct current (DC) amp reading must be taken on the 750MCM ground. The reading must be taken again after the installation is complete including powering up equipment. Both readings must be witnessed and verified by Company personnel. If there is a change in the reading, the reason for the change must be determined and corrected before the Company will accept the work.

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SECTION 6 - SPECIAL ARRANGEMENTS (Cont'd)**6.4 EQUIPMENT INSTALLED OR WORK PERFORMED IN COMPANY SWITCH SITE
OR OTHER OPERATIONAL LOCATIONS (Cont'd)****6.4.2 TECHNICAL GUIDELINES FOR WORKING WITH POWER IN COMPANY
OPERATIONS SITES (Cont'd)**

Upon review of applicable MOP, BDFB, circuit breaker assignments and power cable sizes will be provided by the Company engineering representative for power, heating, ventilation and air conditioning.

The vendor or Customer, with the assistance of a Company representative, will determine cable routes between BDFB and the relay rack power connection for termination to the equipment to be powered. The cable length should be measured to allow extra footage for working cables and forming turns.

Cables must be cut to length, taping ends and placing cable tags for identification on both ends. Cables will be at a predetermined size (AWG) on the cable relay rack and H-tapped to 6 AWG for routing into and connecting to equipment at both ends. Black and red #6 AWG must be used.

Open rear of BDFB and prepare work area according to guidelines in general procedures above.

Customer or vendor personnel are authorized to disable power on circuits to be connected at the BDFB.

Verification of the absence of power at output post of circuit breakers in question is required.

Place cables on cable relay racks of the determined route and secure with temporary ties.

H-tap 6 AWG feeders to XX AWG cable runs at the BDFB end, staggering the taps so that they will not be adjacent to each other.

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OR OTHER OPERATIONAL LOCATIONS (Cont'd)****6.4.2 TECHNICAL GUIDELINES FOR WORKING WITH POWER IN COMPANY
OPERATIONS SITES (Cont'd)**

Secure feeders in BDFB to approximate location of termination.

Prepare cable ends and terminate to appropriate assignments at rear of BDFB. Land RETURN cable first. This applies for A and B feed cables for each piece of equipment

Lace cables to cable rack from BDFB to area where the equipment to be powered is located.

At this point, there should be no power on -48VDC leads and there should be ground on the RETURN cables.

H-tap 6 AWG feeders to XX AWG cable runs at the equipment end, staggering the taps so that they will not be adjacent to each other.

Prepare 6AWG cable ends and land as required at equipment to be powered in the associated relay rack location.

Customer or vendor must activate the A feed circuit breaker (BDFB) for each piece of equipment and verify the presence of -48VDC on the A feed at the equipment.

Repeat the above steps for the B feeds.

At equipment end in the associated relay rack space, replace any removed covers and verify cable tags and labels as required.

At BDFB end, remove any insulating materials, verify cable tags and label circuit breakers as required. Close back of BDFB.

At all times, please clean up work area and dispose of any waste material in appropriate containers.

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SECTION 6 - SPECIAL ARRANGEMENTS (Cont'd)

6.4 EQUIPMENT INSTALLED OR WORK PERFORMED IN COMPANY SWITCH SITE
OR OTHER OPERATIONAL LOCATIONS (Cont'd)

6.4.3 REQUIREMENTS FOR ENTRANCE FACILITY BUILDS AND EQUIPMENT
INSTALLATION

Complete diversity is required both into and out of each site for all fiber optic cables. This is further defined to mean that completely diverse routes, that do not cross one another, are to be taken from each diverse entrance into the building to the fiber distribution panel (FDP). At no time shall these fiber optic cables be in the same conduit or pull box or cross one another. Should the fiber optic cables be in the same chase within the building, they shall be placed in different conduits that are separated by the maximum amount of space available.

All fiber optic cables shall be fusion spliced in a Customer or vendor provided fusion splice closure (SC) that is fire-retardant, as required by standard industry specifications. All fiber terminations shall be such that a Company jumper ('pig-tail'), with an industry standard SC connector, extends from the fiber splice closure to terminate in the back of the FDP, via approved fiber optic cable troughs or protection sleeves.

Both fiber optic and coaxial hand-offs to the Company shall terminate on Customer or vendor provided FDP and DSX-3 panels. Customer or vendor engineering representatives shall specify the type and model number for these FDP and DSX-3 panels in each site. In addition, the Company and the Customer or vendor will work together to determine where the FDP and DSX-3 panels are to be installed (see appropriate section for equipment and rack assignments). Any and all fiber optic jumpers (pig-tails) and coaxial cabling required to extend these hand-offs shall also be purchased, provided, and placed by the Customer or vendor or its authorized representative. All fiber optic jumpers (pig-tails) and FDPs purchased, provided, and placed shall utilize the industry standard SC fiber connectors.

The Customer or vendor is responsible for purchasing, providing, and placing any and all DC power materials and cabling required (fuse panel, fuses, etc). This includes all items required from the Company assigned BDFB location to the Customer or vendor's equipment for both the required "A" and "B" DC power feeds. The Customer or vendor engineering representative, in conjunction with Company operations personnel, shall determine who makes the connection to the existing BDFB. Regardless of whether the Customer or vendor or the Company makes these connections, this work activity shall include all labor required in completing the task.

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SECTION 6 - SPECIAL ARRANGEMENTS (Cont'd)**6.4 EQUIPMENT INSTALLED OR WORK PERFORMED IN COMPANY SWITCH SITE
OR OTHER OPERATIONAL LOCATIONS (Cont'd)****6.4.3 REQUIREMENTS FOR ENTRANCE FACILITY BUILDS AND EQUIPMENT
INSTALLATION (Cont'd)**

The Customer or vendor is also responsible for providing the relay rack in which the system will be installed. All equipment to be placed within one of the Company sites is required to be DC powered.

In addition, the detailed power specifications of the system to be installed shall also be provided to the Company engineering representative during the initial site survey contact. This includes, but is not limited to power requirements, heat dissipation, etc. Other relevant sections of this tariff may apply.

6.4.4 MOP REQUIREMENTS

All entrance facilities and equipment installations shall be preceded by the submission and acceptance of a separately published MOP.

6.4.5 COMPANY OPERATIONAL TIMES OF ACCESS

The Company will schedule the work with the Customer or vendor at the appropriate site. Any and all work activities completed by the Customer or vendor shall be done during the Company maintenance window. That window is 12:00 AM through 6:00 AM local time, Monday through Friday and not including holidays. The specific time that the physical work shall be done is to be determined solely by Company operations personnel responsible for each site and will be coordinated via the Company service coordinator (SPOC). Once complete, the Customer or vendor will provide "as-built" drawings to the Company SPOC. The Company will maintain these as-built drawings for each site. Any deviation from these times must be separately scheduled with the Company SPOC.

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SECTION 6 - SPECIAL ARRANGEMENTS (Cont'd)

6.4 EQUIPMENT INSTALLED OR WORK PERFORMED IN COMPANY SWITCH SITE
OR OTHER OPERATIONAL LOCATIONS (Cont'd)

6.4.6 COMPANY ACCESS TO CUSTOMER OR VENDOR SPACE

The Customer or vendor will provide the Company with unrestricted access to the Space on 24 hours advance notice. In the event of an emergency, the Company will have immediate unrestricted access to the space. The Customer or vendor will provide a contact name and phone number that will serve as a 24-hour maintenance and emergency contact telephone number for trouble notification. The Customer or vendor will also post this number on its equipment located in the space.

6.4.7 INSURANCE

Any person or entity, prior to being allowed entrance into the Company operational sites, whether a Customer or vendor or under the hire of a Customer or vendor, must present a certificate of insurance. The Customer or vendor agrees to maintain insurance for its equipment located in the space in the amounts and types listed below, and to name the Company as an additional insured under these policies:

- A. Worker's Compensation/Employer's Insurance in accordance with all applicable federal and state statutory requirements.
- B. Commercial General Liability – single limit for bodily injury and property damage of \$1,000,000 for each occurrence and General and Products Liability aggregates of not less than \$2,000,000.
- C. Excess or Umbrella Liability coverage – combined single limit for bodily injury and property damage of not less than \$1,000,000 for each occurrence with an annual aggregate of \$1,000,000 to apply in excess of all other insurance coverages required above.

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SECTION 6 - SPECIAL ARRANGEMENTS (Cont'd)

6.4 EQUIPMENT INSTALLED OR WORK PERFORMED IN COMPANY SWITCH SITE
OR OTHER OPERATIONAL LOCATIONS (Cont'd)

6.4.7 INSURANCE (Cont'd)

The named insured certificate holder must be shown to include:

PAETEC
Attention: General Counsel
600 Willowbrook Office Park
Fairport, NY 14450

The Customer or vendor will provide the Company with certificates of insurance upon request. Customer or vendor will provide the Company with certified copies of these insurance policies within five (5) days after receiving a request from the Company. The Customer or vendor will obtain additional insurance coverage if the landlord of the premises where the space is located requires it.

The Customer or vendor will require any contractor it uses at the premises to comply with these insurance requirements and, upon request, to supply the Company with proof of this coverage before beginning work.

The Company will not insure or be responsible for any loss or damage to any property owned or leased by the Customer or vendor or its employees or agents.

6.4.8 INDUSTRY STANDARD TECHNICAL COMPLIANCE

Any person or entity other than the Company certifies that equipment installed in a Company operational site is in compliance with Criteria Level 1 requirement as outlined in the Telcordia Special Report SR-3580, Issue 1.

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SECTION 6 - SPECIAL ARRANGEMENTS (Cont'd)**6.4 EQUIPMENT INSTALLED OR WORK PERFORMED IN COMPANY SWITCH SITE
OR OTHER OPERATIONAL LOCATIONS (Cont'd)****6.4.9 RESPONSIBILITIES OF THE COMPANY**

The Company will provide the Customer or vendor with certain access, wiring, equipment and services solely for the purpose of interconnecting the Customer's or vendor's equipment, which will be located on a Company operational premises, with PAETEC's network according to the terms and conditions contained in this tariff or in an individual case basis contract.

6.4.10 USE OF SPACE

The Company grants the Customer or vendor a nonexclusive limited license to occupy the portion of the operational premises of relevance or, in other words, the space. The Customer or vendor agrees to use the Space only to install, maintain, and operate equipment to interconnect to the Company network. The Customer or vendor agrees that it is being granted only a license to occupy the space and not a real property interest in the space. The Customer's or vendor's occupancy of the space will serve as the Customer's or vendor's acceptance of the space. The Customer or vendor agrees to use the space only for the purposes described in the individual ICB or this tariff and not for any unlawful purpose. The Customer or vendor further agrees not to encumber the space in any manner. The Customer or vendor, and any approved subcontractors and/or representatives agree not to smoke in the space, to keep the space in a clean and safe condition and to comply with any rules of the applicable landlord and/or the Company.

The Customer or vendor use of the space throughout the term of an ICB or this tariff is contingent upon the Company continuing to own or lease the premises where the space is located.

If Customer or vendor does not remove its equipment from the space within thirty (30) days following the termination of an ICB contract or as specified in this tariff, the Company may, at the Customer's or vendor's expense, remove equipment from the space and ship it to Customer's or vendor's last known address.

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SECTION 6 - SPECIAL ARRANGEMENTS (Cont'd)

6.4 EQUIPMENT INSTALLED OR WORK PERFORMED IN COMPANY SWITCH SITE
OR OTHER OPERATIONAL LOCATIONS (Cont'd)

6.4.10 USE OF SPACE (Cont'd)

The Customer or vendor will not unreasonably interfere with the Company's or any other tenant's use of the premises. The Company will not unreasonably interfere with the Customer or vendor use of the space and will make reasonable efforts to prevent others from interfering with the Customer or vendor use of the space

6.4.11 LICENSE FEE, TAXES AND OTHER FEES

The Customer or vendor may request additional space at the premises at any time during the term of an ICB contract or this tariff. The Company may, but is not obligated to, provide Company with additional space. In the event the Company does provide the Customer or vendor with additional space, the Customer or vendor agrees to pay an appropriate license fee if required by the Company. That fee will be subject to ICB negotiations and contract terms.

6.4.12 NOTICE OF TERMINATION OF SERVICES

If the Customer or vendor removes its equipment from the space or terminates the ICB contract or other governing contractual arrangement, the Customer or vendor will provide the Company ninety (90) day prior written notice.

6.4.13 MAINTENANCE

The Customer or vendor is responsible for performing all maintenance and repair on its equipment. The Company has no obligation to maintain Customer's or vendor's equipment.

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SECTION 6 - SPECIAL ARRANGEMENTS (Cont'd)

6.4 EQUIPMENT INSTALLED OR WORK PERFORMED IN COMPANY SWITCH SITE
OR OTHER OPERATIONAL LOCATIONS (Cont'd)

6.4.14 LANDLORD SERVICES

The Customer or vendor agrees that the Company is not obligated to perform any services normally provided by a landlord at any leased premises. Services provided by a landlord may be made available to the Customer or vendor but only on the same basis as they are available to the Company. The Company has no liability for the delay or failure of any landlord to perform any service.

6.4.15 IMPROVEMENTS TO SPACE

The Customer or vendor shall provide the Company all plans for improvements to the spaces. The Company shall have the right to review, and in its sole discretion the Company may provide written approval for all plans and contractors before the Customer or vendor makes any improvements to the space. The Customer or vendor, or its agent or contractor, must guarantee in writing that the workmanship of any improvement to the space will be free from defects for one year after completion. All improvements will be made at the Customer's or vendor's expense, will become part of the space, and may not be removed from the space at the end of the ICB contract or other agreement.

6.4.16 INTERCONNECTION WITH THIRD PARTIES

The Customer or vendor may connect to telecommunications services provided by third parties at the space only if the Company gives its prior written consent. The Company will provide the Customer or vendor with entrance facilities and cross connections throughout the term of the ICB or other agreement.

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SECTION 6 - SPECIAL ARRANGEMENTS (Cont'd)**6.4 EQUIPMENT INSTALLED OR WORK PERFORMED IN COMPANY SWITCH SITE
OR OTHER OPERATIONAL LOCATIONS (Cont'd)****6.4.17 RELOCATION OF EQUIPMENT**

The Company may require the Customer or vendor to relocate its equipment on sixty (60) days prior written notice. In the event of an emergency beyond the Company's control, the Customer or vendor shall relocate its equipment immediately upon notification. If the Customer or vendor is required by the Company to relocate for any reason, the Company will assume half the costs associated with any such relocation. The Company will provide a good faith estimate to Customer of such costs. The Company will seek to provide the Customer or vendor with a comparable alternative location if the Customer or vendor is required to relocate its equipment.

6.4.18 LIEN ON EQUIPMENT

The Company will have no rights to or interest in the equipment other than statutory rights, if any, granted a landlord with respect to the property of a tenant (commercial or residential), and those set forth in this tariff or in an ICB contract. Except as provided herein, the equipment shall remain the sole property of the Customer or vendor. However, if the Customer or vendor fails to pay any amounts due to the Company or is in default of any agreement with the Company, the Company will have a lien on the equipment and all other personal property of Customer or vendor that may be located in or on the premises. The Customer or vendor specifically waives any and all exemptions allowed by law with respect to such lien, which lien may be enforced by the Company by the taking and selling of such equipment and/or property (to be made in a commercially reasonable manner upon thirty (30) days written notice to the Customer or vendor), or such lien may be enforced in any other lawful manner available to the Company.

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SECTION 6 - SPECIAL ARRANGEMENTS (Cont'd)

6.4 EQUIPMENT INSTALLED OR WORK PERFORMED IN COMPANY SWITCH SITE
OR OTHER OPERATIONAL LOCATIONS (Cont'd)

6.4.19 NOTICES

All notices under this tariff or ICB contracts must be in writing and sent via an overnight courier that provides evidence of delivery to the following address:

PAETEC
Attention: General Counsel
600 Willowbrook Office Park
Fairport, NY 14450

6.4.20 LIMITATION OF LIABILITY

Where not in conflict with other sections of this tariff, the Company will take reasonable precautions to prevent damage to the Customer or vendor equipment, however, PAETEC's liability for any damage to Company's equipment is limited to the amount of actual damages or \$1,000 dollars, whichever is less.

The Company will not be responsible for any special, indirect, consequential or incidental damages, including but not limited to lost profits. The Customer or vendor agrees to indemnify, defend and hold the Company harmless from any and all liabilities, losses, damages, claims, actions, expenses and costs (including attorney's fees) incurred by or asserted against the Company that result from:

- A. The customer or vendor use of the space;
- B. Any third party that the Customer or vendor permits to use or visit the space; and
- C. Any violation of these tariff terms or ICB contracts by the Customer or vendor;
and
- D. The Customer or vendor in violation of any law or regulation.

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SECTION 6 - SPECIAL ARRANGEMENTS (Cont'd)

6.4 EQUIPMENT INSTALLED OR WORK PERFORMED IN COMPANY SWITCH SITE
OR OTHER OPERATIONAL LOCATIONS (Cont'd)

6.4.21 EMINENT DOMAIN

In the event of a taking of all or any portion of the premises where the space is located by eminent domain (or conveyance by the landlord to an entity threatening eminent domain), these tariff terms with regard to the specific Customer or vendor service or equipment will terminate as of the date of such exercise or conveyance. The Company is not responsible to the Customer or vendor for the value of any unused portion of any term specified outside of the bounds of this tariff including ICB contract arrangements. The Customer or vendor may, however, seek relief from the landlord or appropriate authority.

6.4.22 DAMAGE TO PREMISES

Where not in conflict with other provisions of this tariff, if the space is damaged by fire or other casualty, the Company will notify the Customer or vendor and immediately and will repair, or cause the landlord to repair, the space so that it is returned to substantially the same condition as prior to the damage. If the Company fails to complete the repairs within a reasonable time period, the Customer or vendor may, as its sole remedy, vacate the space per terms of this tariff. The Company will be responsible for any damage to its own equipment if fire or other casualty damages the space. The Customer or vendor agrees to reimburse the Company for any damage to the Space that is caused by the Customer or vendor or its representatives or its equipment.

6.4.23 SUBORDINATION

The Customer or vendor acknowledges and agrees that this document is subject and subordinate to the Company's mortgage or lease for the premises where the space is located.

6.4.24 RATE AND CHARGES

Rates for use of Company space, equipment or labor will be published on an individual case basis.

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SECTION 7 - RECIPROCAL COMPENSATION ARRANGEMENTS**7.1 GENERAL**

Reciprocal Compensation Arrangements are available to Other Network Providers (ONP) who are also certified providers of local exchange service. Under a Reciprocal Compensation Arrangement, the Company compensates the ONP for Company traffic terminating on the ONP's network and the ONP compensates the Company for ONP traffic terminating on the Company's network.

The Company will negotiate compensation arrangements with ONPs. However, in the absence of negotiated arrangements between the Company and ONPs, the Company's Reciprocal Compensation Arrangements to ONPs will be no higher than those of the incumbent carrier for the region in which that incumbent is providing service.

The Reciprocal Compensation Rate is specified in the Current Rate section at the end of the tariff.

Recognizing the technical constraints of cellular carriers and other smaller carriers where it is not technically possible for the Company to Interconnect directly to each of another carrier's switching offices, the Company will pay charges when requested by the carrier for traffic that it terminates on such carrier's network as specified above until such time as that carrier interconnects, through its own facilities or a third carrier's facilities, directly to a Company switching office or negotiate alternative arrangements.

7.2 MEASUREMENT OF ACCESS MINUTES AND DETERMINATION OF BALANCE

All traffic subject to a Reciprocal Compensation Arrangement will be considered terminating for usage measurement purposes, i.e., Company traffic is terminating to the ONP and ONP traffic is terminating to the Company. Usage measurement will begin when the Company entry switch receives answer supervision from the Company's end user's switching office or from the ONP's point of termination, whichever occurs later. Usage measurement will end when the Company entry switch receives disconnect supervision from the Company's end user's office or from the ONP's point of termination, whichever occurs first.

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SECTION 7 – RECIPROCAL COMPENSATION ARRANGEMENTS (Cont'd)

7.3 OTHER USES

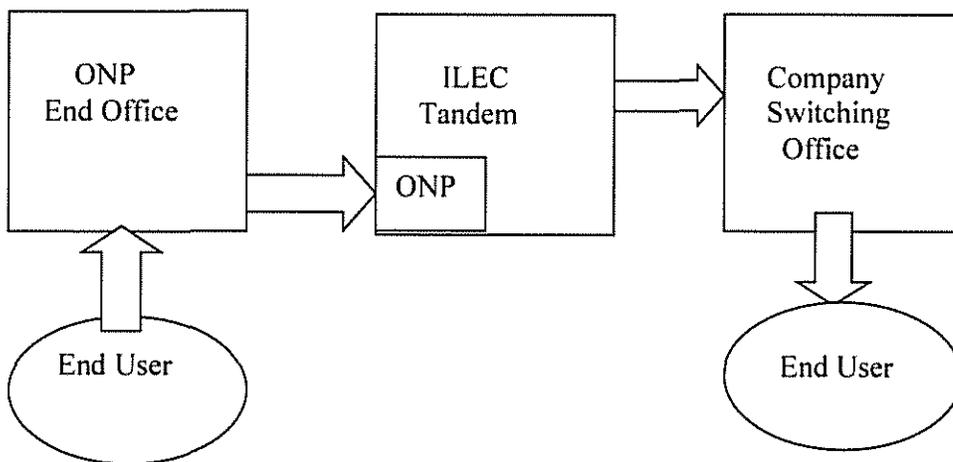
Where an ONP connects its network to the Company's network, the exchange of traffic will not be limited to traffic subject to reciprocal compensation. Other types of traffic are covered under switched access tariffs or other arrangements.

7.4 EXAMPLES

The following example illustrates the traffic that can flow over a connection between the Company and an ONP.

Example 1.

Call From an ONP Customer
To a Company Customer
(ONP Collocated at the Tandem)



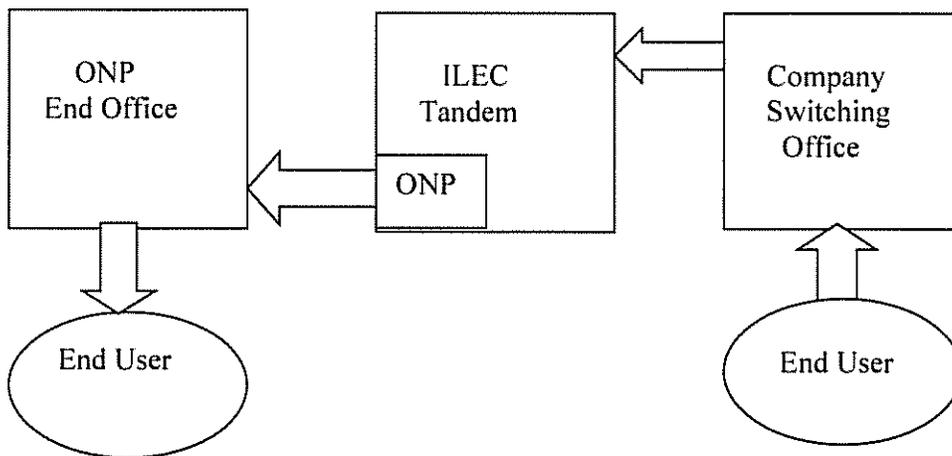
1. ONP pays Company ONP reciprocal compensation.

SECTION 7 – RECIPROCAL COMPENSATION ARRANGEMENTS (Cont'd)

7.4 EXAMPLES (Cont'd)

Example 2

Call From a Company Customer
To An ONP Customer
(ONP Collocated at the Tandem)



1. Company pays ONP reciprocal compensation where requested.

7.5 SWITCHED ACCESS

Switched access calls are governed by the provisions of this tariff and PaeTec’s FCC #3

7.6 LOCAL NUMBER PORTABILITY

Calls from numbers ported by an ONP from other carriers and terminated by the Company will be billed to ONP as appropriate and in accordance with the sections above.

7.7 JURISDICTIONAL REPORTS

When a Customer or ONP orders Switched Access Service for both interstate and intrastate use, the Customer or ONP is responsible for providing reports as set forth in Section 2.11.7. Charges will be apportioned in accordance with those reports.

SECTION 8 - BILLING AND COLLECTION

8.1 GENERAL

The Company will provide the following services:

- Recording Service
- Automatic Number Identification (ANI)
- Billing Name and Address (BNA)
- Chargeable Optional Features
- 800 Database Access Service
- Blocking and Screening

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

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SECTION 8 - BILLING AND COLLECTION (Cont'd)

8.2 RECORDING SERVICE

Recording is the entering on magnetic tape or other acceptable media the details of customer messages originated through switched access service. Recording is provided 24 hours a day, 7 days a week.

The company will provide recording service in association with the offering of Feature Groups B for 900 Access Service, C, and D Switched Access Service for customer messages that can be recorded by company-provided automatic message accounting equipment. In addition, where the company records the customer messages on manual tickets, the company will provide recording service for the manual tickets and at offices where the company provides Feature Group A switched access service and has the ability to record the Feature Group A call detail with automatic message accounting equipment and mark the recorded call detail as Feature Group A call detail for a specific customer, the company will provide the recording service for Feature Group A switched access service. At the request of the customer, recording service will be provided for Feature Group D switched access service on an end office and type of call basis. Type of call means message telecommunications service (MTS) including 700 and 900 service, calls originating and/or terminating over a WATS access line, and station message detail recording for MTS and calls originating from a WATS access line.

The company will provide recording service in its operating territory. The minimum territory for which the company will provide recording service is all the appropriately equipped offices in a state operating territory for which the customer has ordered Feature Group A, B for 900 service, C, or D switched access service. A state operating territory of a particular telephone company includes all its LATAs or market areas which are located in the same state including the areas in contiguous states which are assigned to such LATAs or market areas and served by the same company.

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SECTION 8 - BILLING AND COLLECTION (Cont'd)

8.2 RECORDING SERVICE (Cont'd)

For Feature Group B or 900 Access Service, C, and D Switched Access Service, the term "customer message" used herein denotes an intrastate call originated by a customer's end user. Station message detail recording is an optional feature which provides a record of customer messages originated by MTS and WATS access lines. Such detail will be provided as part of Feature Group D end office and type of call recording service when requested by the customer. For Feature Group A switched access service, the term "customer message" used herein denotes a call over an intrastate Feature Group A switched access service. A call includes both calls originated to and terminated from a Feature Group A switched access service. The beginning and ending of a customer message are determined pursuant to the written instructions of the customer.

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SECTION 8 - BILLING AND COLLECTION (Cont'd)

8.2 RECORDING SERVICE (Cont'd)

8.2.1 Undertaking of the Company

- A. The company will record all customer messages carried over Feature Group B for 900 access service, C, and D switched access service that are available to company-provided recording equipment or operators. The company will record all customer messages, including interLATA intrastate messages and interLATA interstate messages, carried over a Feature Group A switched access service. Unavailable customer service messages (i.e. certain Feature Group C operator and TOPS messages which are not accessible by company-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by the company.
- B. A standard format for the provision of the recorded customer message detail will be established by the company and provided to the customer. If, in the course of company business, it is necessary to change the format, the company will notify the involved customers six months prior to the change.

Assembly and editing, provision of customer detail, data transmission to a customer location, special orders for recording and program development will be provided to the customer on a contractual basis.

C. Recorded customer message detail which is used at the request of the customer to provide message processing and message bill processing service is not retained by the company for longer than 45 days. The rates for unbilled message detail and the billed message detail is retained for reference in place of the recorded customer message detail. For recorded customer message detail not used by message processing service at the customer's request, the company will make every reasonable effort to recover recorded customer message detail previously made available to the customer and make it available again for the customer. The charges as set forth in the rate schedule, following, will apply for all such detail provided. Such a request must be made within thirty (30) days from the date the details were initially made available to the customer.

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SECTION 8 - BILLING AND COLLECTION (Cont'd)

8.2 RECORDING SERVICE (Cont'd)

8.2.2 Liability of the Company

Notwithstanding 8.2.1 preceding, the company's liability for recording service is as follows:

Unless there is an expressed written agreement to the contrary, in the absence of gross negligence or willful misconduct, no liability for damages to the customer or other person or entity other than as set forth in (A) and (B) preceding shall attach to the company for its action or the conduct of its employees in providing recording service.

8.2.3 Obligations of the Customer

The customer shall order recording service under a special order.

The customer shall order recording service at least one month prior to the date when the customer message detail is to be recorded, unless customer's request requires that recording service be provided by end office and type of call, then the ordering interval will be determined on an individual case basis.

The customer shall order recording service for Feature Group D switched access by end office and type of call in accordance with the terms and conditions established on an individual case basis special order.

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SECTION 8 - BILLING AND COLLECTION (Cont'd)

8.2 RECORDING SERVICE (Cont'd)

8.2.4 Payment Arrangements and Audit Provision

A. Notice and Scope

- 1) upon forty-five (45) days' prior written notice by the customer to the company (or such shorter period as the parties may mutually agree upon), the customer or its authorized representative shall have the right to commence an audit during normal business hours and at intervals of no more than one audit in any six month period. The audit will be limited to all such records and accounts as may, under recognized accounting practices, contain information bearing upon amounts subject to being billed to the customer's end users by the company as part of its provision of billing and collection services and the charges to the customer for other services provided by the company pursuant to this tariff.
- 2) The written notice of audit shall identify the date upon which it is to commence, the location, the customer's representatives, the subject matter of the audit, and the materials to be reviewed.
- 3) The written notice of audit shall be directed to the company's representative at the address stipulated by such representative.
- 4) The company may, within thirty (30) days of receipt of the customer's notice of audit, postpone commencement by written notice for a period not to exceed fifteen (15) days, but only for good cause. The company shall also indicate the new date for commencement of said audit.
- 5) Upon completion of the audit, the customer's auditors are to provide an oral report of their findings to the company prior to their departure, followed by a letter within thirty (30) days confirming findings.

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SECTION 8 - BILLING AND COLLECTION (Cont'd)

8.2 RECORDING SERVICE (Cont'd)

8.2.4 Payment Arrangements and Audit Provision (Cont'd)

B) Payment of Expense

Each party shall bear its own expenses in connection with the conduct of an audit. Special data extractions required by the customer for its representative to conduct the audit will be paid for by the customer. "Special data extraction" for auditing purposes shall mean programming, clerical and computer time required to create an output record (from existing data files) that cannot normally be created from current software programs in the production program library.

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SECTION 8 - BILLING AND COLLECTION (Cont'd)

8.2 RECORDING SERVICE (Cont'd)

8.2.4 Payment Arrangements and Audit Provision (Cont'd)

C. Requests for Examinations

1. In addition to audits, the customer, or its representatives, may request, from time to time, the opportunity to conduct an examination, as defined in (ii) following. The company will make reasonable efforts to accommodate requests for examination and to cooperate in the conduct of an examination.
2. An "examination" shall, for purposes of this section, constitute a reasonable inquiry on a single issue or a specific topic related to billing and collection service for a stated reason.
3. Upon concurrence by both parties that errors or omissions exist, adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit.

D. Audit Provision

All information received or reviewed by the customer or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purposes.

E. Minimum Period and Minimum Monthly Charges

The minimum period for which recording service without sorting is provided and for which charges apply is one month.

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SECTION 8 - BILLING AND COLLECTION (Cont'd)

8.2 RECORDING SERVICE (Cont'd)

8.2.4 Payment Arrangements and Audit Provision (Cont'd)

F. Cancellation of a Special Order

A customer may cancel a special order for recording service on any date prior to the service date. The cancellation date is the date the company receives written or verbal notice from the customer that the special order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. The service date for recording service is the date the customer requests the recordings to start. When a customer cancels a special order for recording service after the order date but prior to the start of service, a special order charge and the minimum monthly charges will apply.

G. Changes to Special Orders

When a customer requests material changes to a pending special order for recording service, the pending special order will be canceled and the requested changes will be undertaken if they can be accommodated by the company under a new special order. All cancellation charges as set forth in (C) preceding will apply for the canceled special order.

8.2.5 Rate Regulations

The special order charge applies for each special order accepted by the company for recording service or for a subsequently requested change.

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SECTION 8 - BILLING AND COLLECTION (Cont'd)

8.3 AUTOMATIC NUMBER IDENTIFICATION

ANI provided the automatic transmission of a seven or ten digit number and information digits to the customer's premises for calls originating in the LATA, to identify the calling telephone number. The ANI feature is an end office software function which is associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an end office and an access tandem, and a trunk group between an access tandem and a customer's premises.

8.3.1 Rate Regulations

When ANI is delivered (with Feature Group D originating) and the customer is charged the recording rate as set forth in the rate schedule, following, the ANI rate does not apply. If the customer is not charged the recording rate, the ANI rate as set forth in the rate schedule will apply for each ANI record delivered to the customer.

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SECTION 8 - BILLING AND COLLECTION (Cont'd)

8.4 BILLING NAME AND ADDRESS SERVICE

Billing Name and Address (BNA) service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the company.

BNA service is provided for the sole purpose of permitting the customer to bill its telephonic communications services to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The customer may not use BNA information to bill for merchandise, gift certificates, catalogs, or other services or products.

BNA services is provided on both a manual and a mechanized basis. On a manual basis, the information will be provided by voice telecommunications or by mail, as appropriate. On a mechanized basis, the information will be entered on magnetic tape containing recorded customer messages.

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the company's database. In addition, BNA information for messages originated from data terminal numbers (DTNs) of data communications services is furnished on a manual basis only.

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SECTION 8 - BILLING AND COLLECTION (Cont'd)

8.4 BILLING NAME AND ADDRESS SERVICE (Cont'd)

8.4.1 Undertaking of the Company

- A. A request for information on over 100 and up to 500 telephone numbers should be mailed to the company. The company will provide the response by first class U.S. Mail within ten (10) business days.
- B. Upon receipt of a magnetic tape of recorded customer messages, the company will, at the request of the customer, provide BNA service on a mechanized basis. The tape of messages may be provided by the customer or, where the customer subscribes to recording service as set forth in 8.2 preceding, may be the output from that service. The company will enter the BNA information on the recorded message tape and send the tape to the customer by first class U.S. Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.

The company will provide a response to customer-provided tapes by mail within six (6) business days of receipt. The company will process and mail tapes which are the output of recording service every fifth business day.

- C. The company will specify the format in which requests and tapes are to be submitted.
- D. The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the company customer records information system, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the company will provide an indicator on the confidential records.
- E. The company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

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SECTION 8 - BILLING AND COLLECTION (Cont'd)

8.4 BILLING NAME AND ADDRESS SERVICE (Cont'd)

8.4.2 Obligations of the Customer

- A. With each order for BNA service, the customer shall identify the authorized individual and address to receive the BNA information.
- B. A customer which orders BNA service on a mechanized basis and which intends to submit tapes of record messages for processing must provide the company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.
- C. The customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those customer personnel or agents with a need to know the information. The customer must handle all billing name and address information designated as confidential by the company in accordance with the company's procedures concerning confidential information. The company will provide to the customer a statement of its procedures concerning confidential information.
- D. The customer shall not publicize or represent to others that the company jointly participates with the customer in the development of the customer's end user records, accounts, databases or market data, records, files and databases or other systems it assembles through the use of BNA service.

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8.4 BILLING NAME AND ADDRESS SERVICE (Cont'd)

8.4.2 Obligations of the Customer (Cont'd)

E. When the customer orders BNA service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the company. The company will designate the number obtained by subtracting the projected interstate percentage from 100 (100-projected interstate percentage = intrastate percentage) as the projected intrastate percentage. This whole number percentage will be used by the company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth below.

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SECTION 8 - BILLING AND COLLECTION (Cont'd)

8.4 BILLING NAME AND ADDRESS SERVICE (Cont'd)

8.4.2 Obligations of the Customer (cont'd)

E. (Cont'd)

Effective on the first of January, April, July, and October of each year the customer may update the jurisdictional report. The customer shall forward to the company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June, and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e. February, May, August, and November). No prorating or backbilling will be done based on the report. If the customer does not supply the report, the company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the company will assume the percentages to be the same as those provided in the order for service.

F. The company shall use reasonable efforts to provide accurate and complete lists. The company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

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SECTION 8 - BILLING AND COLLECTION (Cont'd)

8.4 BILLING NAME AND ADDRESS SERVICE (Cont'd)

8.4.3 Rate Regulations

- A. Service Establishment Charges apply for the initial establishment of BNA service on a manual basis, for the initial establishment of BNA service on a mechanized basis and for establishment of a master BNA list for a customer.
- B. A charge applies for each request for BNA information for a telephone number or DTN number on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis.

The company will keep a count of the requests and of the messages processed. The company will bill the customer in accordance with these counts whether or not the company was able to provide BNA information for all request and messages.

- C. Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in the rate schedule following will apply to each such message.

Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the company between interstate and intrastate.

The percentages provided in the reports as set forth in 8.4.2(E) preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (i.e., requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use times the stated tariff rate.

- D. When a customer cancels an order for BNA service after the order date, the service establishment charge applies.

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SECTION 8 - BILLING AND COLLECTION (Cont'd)

8.5 MEET POINT BILLING

In cases where the Customer chooses to originate and/or terminate its traffic with the Company which then is either sent for termination to another Local Exchange Carrier's (LEC) network or is handed to the Company by a LEC for Company termination, Meet Point Billing (MPB) will apply. MPB means that both the Company and the other LEC will issue bills to the Customer for services rendered per terms of either Parties applicable tariffs or other arrangements or, more commonly, a multiple-bill, multiple tariff arrangement.

It is the obligation of the interconnected LEC, in the instances where traffic is originated via a Company Customer and switched and transported by the Company to interconnected LECs, to contractually arrange with the Company for presentation of records necessary for billing of a Customer's traffic. In the absence of such an arrangement, the Company assumes that interconnected LECs have sufficient information to bill relevant Customer's per their standard billing formats and governing documents.

With this multiple-bill, multiple tariff and meet point connection, both the Company and the other LEC will prepare its own bill and bill charges in accordance with its own tariff. Other arrangements may be made that are mutually agreeable to both the Company and the Customer. Mileage sensitive charges will be proportionately billed in accordance with industry standards.

8.6 CHARGEABLE OPTIONAL FEATURES

800 Database Access Service is provided to all customers in conjunction with switched access service. When a 1+800+NXX-XXXX call is originated by an end user, the Company will utilize the SS7 network to query an 800 database to identify the Customer to whom the call will be delivered, and to provide vertical features based on the dialed digits. The call will then be routed to the identified Customer over switched access.

A Basic or Vertical Feature Query charge is assessed for each query launched to the 800 database. The Basic Query provides for the identification of the customer to whom the call will be delivered and includes area of service routing which allows routing of 800 calls by telephone companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates. The Vertical Feature Query provides the same customer identification function in addition to vertical features which may include: (1) call validation, ensuring that call originates from subscribed service areas; (2) POTS translation of 800 numbers; (3) alternate POTS translation, which allows subscribers to vary the routing of 800 calls based on factors such as time of day, place of origin of the call, etc.; (4) multiple carrier routing, which allows subscribers to route to different carriers based on factors similar to those in (3).

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SECTION 8 - BILLING AND COLLECTION (Cont'd)

8.7 BLOCKING AND SCREENING

8.7.1 International Direct Dial Blocking Service:

International Direct Dial Blocking Service (IDDB) is an arrangement that prevents the use of certain line-side exchange services for the completion of international direct dialed calls. This arrangement recognizes and blocks, by routing such calls to a recorded announcement, any attempt to dial international direct dialed sequences of 011+ or 101XXXX 011+.

International Direct Dial Blocking Service is available for use with the following line-side exchange services.

- Centrex
- Private Branch Exchange Service (PBX)
- Public Telephone Service
- Business Exchange
- Business ISDN

In addition, IDDB will be provided with other line-side exchange services on an unbundled basis to all business customers where technically feasible and economically reasonable.

IDDB will be provided from suitably equipped serving wire centers as specified in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Tariff F.C.C. No. 4.

8.7.2 Originating Line Number Screening:

Origination Line Number Screening (OLNS) Service provides customers with access to the Telephone Company's Line Information Data Base (LIDB) to facilitate the completion of originating calls from working telephone numbers. In response to a properly formatted OLNS query, the Telephone Company will provide the originating screening requirements for call processing and billing that are associated with the originating line.

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SECTION 8 - BILLING AND COLLECTION (Cont'd)

8.7 BLOCKING AND SCREENING (Cont'd)

8.7.3 Public Access Line (PAL) Terminating (Billed) Number Screening

PAL Terminating (Billed) Number Screening provides screening of terminating calls to a public Access Line Service as follows:

1. Option A alerts operators throughout the country that collect and third number calls cannot be billed to a particular number
2. Option B alerts operators throughout the country that third number calls cannot be billed to a particular number
3. Option C alerts operators throughout the country that collect calls cannot be billed to a particular number.

PAL Terminating (Billed) Number Screening is available where facilities permit.

8.8 ACCESS SERVICE BILLING INFORMATION

A. The customer, upon request, has the option of receiving its primary monthly access bill and Customer Service Record (CSR) in one of the following standard medium, at no charge:

1. Paper
 - (a) Detailed paper bill, up to and including 200 pages.
2. Bill Data Record
 - (a) E-mail (PDF document)
 - (b) Electronic Data Transmission , e-mail SECABS (where available)

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SECTION 8 - BILLING AND COLLECTION (Cont'd)

8.8 ACCESS SERVICE BILLING INFORMATION (Cont'd)

- B. At the option of the customer, and for an additional charge as set forth in 8.8.G following:
1. Additional hard copies of the monthly access bill or service and features record may be provided on paper.
 2. Additional Bill Data Record information may be provided in SECABS format via E-mail (Where available).
 3. Additional Bill Data Record information may be transmitted to the customer premises by email in PDF format.
 4. Printed paper invoices in excess of 200 pages.
- C. The rules and regulations concerning payment arrangements and credit allowances described in Sections 1.3.11, 2.2 and 2.4 preceding, applies to all primary monthly access bills, regardless of the chosen bill medium.
- D. Upon acceptance by the Company of a request for a change in the existing medium of the primary monthly access bill data (e.g. , paper to magnetic tape, magnetic tape to paper, or any of the previous two to electronic data transmission of CD ROM), and for an additional electronic data transmission, the Company, in cooperation with the customer, will determine the interval required to implement the request basis.
- E. Regulations regarding electronic data transmission failure will apply as follows:
1. In the event of transmission failure resulting from Company error, the Telephone Company will re-send a bill by electronic data transmission at no charge to the customer. The bill payment due date will be negotiated between Telephone Company and customer for this bill.

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SECTION 8 - BILLING AND COLLECTION (Cont'd)

8.8 ACCESS SERVICE BILLING INFORMATION (Cont'd)

E. (Cont'd)

1. In the event of transmission failure resulting from failure of the customer's transmission line or other customer error, the Company will re-send a bill by electronic data transmission at the same rates and charges as a request for an additional copy of the access bill as set for in 8.8.G following.
2. In the event that there are problems or disputes regarding receipt of the data transmission other than those outlined in (1) and (2) preceding, the Company will forward a duplicate access bill via email or on CD by overnight delivery. After investigation, if (2) preceding applies, the same rates and charges as a request for an additional copy of the access bill will apply as set forth in 8.8.G following.

F. This service may not be available for non-access rates and charges.

G. The rates and charges for the provisions of Access Service Billing Information are as follows:

Rates

- | | |
|---|------------------------------------|
| 1. Additional hard paper copies of the customer's monthly bill or service and features record on paper | \$.12 / page
+ cost of shipping |
| 2. Additional electronic copies (PDF) of the customers monthly bill or service and features record in PDF format sent via electronic transmission | \$0.50 / bill |

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SECTION 8 - BILLING AND COLLECTION (Cont'd)

8.8 ACCESS SERVICE BILLING INFORMATION (Cont'd)

G. (Cont'd)

	<u>Rates</u>
3. Additional copies of Call Detail Records via electronic transmission (FTP, NDM, e-mail)	\$0.015 / record
4. Copies of CDR's via CD ROM	\$30.15 / CD
5. Printed paper invoices in excess of 200 pages	
• 201-500 pages	\$100.00
• 501-1000 pages	\$150.00
• 1001-1499 pages	\$200.00
• 1500 pages and over	\$300.00
6. A Service Fee will apply each time a customer orders an additional copy of an invoice or a bill reprint.	
• Service Fee	\$25.00

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SECTION 9 - DESCRIPTION AND APPLICATION OF RATES AND CHARGES

9.1 Usage Rates

Usage rates for switched access service are rates that apply: (1) on a per access minute basis when Direct Access; (2) on a per call blocked basis beyond the blocking threshold for Network Blocking; (3) on a per query basis for 800 Database Queries. All charges are accumulated on a monthly basis. Rates for these services are found in the Rate Attachment.

9.2 Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a chargeable optional feature of basic service element is provided. For billing and prorating purposes, each month is considered to have 30 days.

9.3 Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity. The types of non-recurring charges are as follows:

9.3.1 Access Order Charge

The Access Order Charge applies to all Customer requests for new switched access service, and for additions, changes, or rearrangements to existing service. It is applied on a per order basis to each order received by the Company, and is in addition to any other applicable charges as set forth in this and other sections of this tariff.

The Access Order Charge does not apply:

- to administrative changes as set forth in 9.3.2 below;
- when a change in a pending order does not result in the cancellation of the pending order and the issuance of a new order;
- when a Company initiated network reconfiguration requires a Customer's existing access service to be reconfigured.

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SECTION 9 - DESCRIPTION AND APPLICATION OF RATES AND CHARGES (Cont'd)

9.3 Nonrecurring Charges (Cont'd)

9.3.2 Installation of Service

Non-recurring charges apply to each Direct Access service installed. This charge applies only when the capacity ordered requires the installation or activation of an additional trunk(s) which is uniquely identified for the sole use of the ordering Customer.

9.3.3 Service Rearrangements

All changes to existing services other than changes involving administrative activities will be treated as the discontinuance of the existing service and an installation of a new service. Installation charges as described in 9.3.2. above apply. Changes and additions to existing services which are necessary due to Company initiated network reconfigurations will be made without charge to the Customer.

Administrative changes include the following:

- change of Customer name;
- change of Customer or Customer's end user premises address when the change of address is not the result of a physical relocation of equipment;
- change in billing data (name, address, contract name or telephone number);
- change of agency authorization;
- change of customer circuit identification;
- change of billing account number;
- change of Customer test line number;
- change of Customer or Customer's end user contact name or telephone number;
- change of jurisdiction.

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SECTION 10 - CURRENT RATES

A. Direct (Dedicated) Access

I. Recurring Charges

	<u>Originating</u>	<u>Terminating</u>
A. SWAS- DC, per Minute	\$0.0031160	\$0.0018270
B. LTS- DC, per minute	\$0.0012916	\$0.0012916
C. Transport, InterLATA and IntraLATA:		
DS0 Port, per port, per month		**
DS1 Port, per port, per month		**
DS3 Port, per port, per month		**
D. Multiplexing, per arrangement		
DS3 to DS1		**
DS1 to DS0		**
E. Entrance Facility		
DS1 per facility, per port, per month		**
DS3 per facility, per port, per month		**
F. Toll VoIP-PSTN traffic applicable interstate rates, per originating or terminating minute of use:		
SWAS- DC		\$0.0018270
LTS- DC		\$0.0015740

**For current rates please see PAETEC Communications, Inc's FCC Tariff No. 1 - Interstate Access

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SECTION 10 - CURRENT RATES (Cont'd)**B. Switched Access****I. Recurring Charges**

	<u>Originating</u>	<u>Terminating</u>
A. SWAS, per minute	\$0.0058649	\$ 0.0042049
B. LTS, per minute	\$0.00027489	\$ 0.0027489
C. Toll VoIP-PSTN traffic applicable interstate rates, per originating or terminating minute of use:		
SWAS		\$ 0.0042049
LTS		\$ 0.0029385

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SECTION 10 - CURRENT RATES (Cont'd)

C. Other Services

1. 800 Data Base Access Service, Per Query: \$0.0026520
2. RESERVED FOR FUTURE USE

3. Blocking and Screening
RESERVED FOR FUTURE USE

4. BNA
RESERVED FOR FUTURE USE

5. Non-Recurring Charges
RESERVED FOR FUTURE USE

6. ONP Reciprocal Compensation Rate
Noncontractual Rate \$0.0007

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