

COMPETITIVE TELECOMMUNICATIONS SWITCHED ACCESS SERVICES TARIFF

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CALIFORNIA

COMPETITIVE TELECOMMUNICATIONS SWITCHED ACCESS SERVICES TARIFF

OF

**Wide Voice, LLC**

This tariff contains the descriptions, regulations and rates applicable to the furnishing of competitive telecommunications switched access service and facilities by Wide Voice, LLC ("the Company") within the State of California. This tariff is on file with the California Public Utilities Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 5052 S. Jones Avenue, Suite 110, Las Vegas, NV 89118.

Advice Letter No. 5

Filed: April 29, 2010

By:

Effective: April 30, 2010

Patrick Chicas  
President and CEO  
5052 S Jones Avenue, Suite 110  
Las Vegas, NV 89118

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COMPETITIVE TELECOMMUNICATIONS SWITCHED ACCESS SERVICES TARIFF

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**CHECK SHEET**

Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

SHEET	REVISION		SHEET	REVISION	SHEET	REVISION
1	Original		26	Original	51	Original
2	5 <sup>th</sup> Revised	*	27	Original	52	Original
3	Original		28	Original	53	Original
4	Original		29	Original	54	Original
5	Original		30	Original	55	Original
6	Original		31	Original	56	Original
7	Original		32	Original	57	Original
8	Original		33	Original	58	Original
9	Original		34	Original	59	Original
10	Original		35	Original	60	Original
11	1 <sup>st</sup> Revised		36	Original	61	Original
12	Original		37	Original	62	Original
13	1 <sup>st</sup> Revised		38	Original	63	Original
14	Original		39	Original	64	Original
15	1 <sup>st</sup> Revised		40	Original	65	Original
16	Original		41	Original		
17	Original		42	Original		
18	Original		43	Original		
19	5 <sup>th</sup> Revised	*	44	Original		
19.1	3 <sup>rd</sup> Revised	*	45	Original		
20	1 <sup>st</sup> Revised		46	Original		
21	Original		47	Original		
22	Original		48	Original		
23	Original		49	Original		
24	Original		50	Original		
25	1 <sup>st</sup> Revised	*				

\* indicates pages included in this filing

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Advice Letter No. 25

By:

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**COMPETITIVE TELECOMMUNICATIONS SWITCHED ACCESS SERVICES TARIFF**

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**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- (C) To signify changed listing, rule, or condition which may affect a rate, charge, term, or condition;
- (D) To signify discontinued material, including a listing, rate, charge, rule, or condition;
- (I) To signify a rate or charge increase;
- (M) To signify material relocated to another part of tariff schedules with no change in text;
- (N) To signify new material including a listing, rate, charge, rule, or condition;
- (P) To signify material subject to change under a pending application or advice letter;
- (R) To signify a rate or charge reduction; and
- (T) To signify textual change that does not affect a rate, charge, term, or condition.

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**TARIFF FORMAT**

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(l).
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.) The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file.

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**PRELIMINARY STATEMENT**

This tariff sets forth the rates, rules and regulations of Wide Voice, LLC applicable to its provision of access service and interconnection within the State of California to Customers located in exchange areas served by AT&T California, Inc., Verizon California, Inc., SureWest and Citizens Telephone Company.

The Company has been authorized by the California Public Utilities Commission (CPUC) to provide competitive local exchange service and interexchange service.

The rates and rules contained herein are subject to change pursuant to the rules and regulations of the CPUC.

**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of intrastate access services by Wide Voice, LLC to Carrier Customers of access services.

This tariff applies only for the use of the Company's services where facilities exist for communications between points within the State of California; this includes the use of the Company's network to complete an end to end intrastate communication.

**AVAILABILITY OF THE COMPANY'S TARIFF**

Complete copies of the Company's advice letters and current tariff are maintained at the Company's business offices located at:

Wide Voice, LLC  
5052 S Jones Avenue, Suite 110  
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The tariff is also available for public inspection at the California Public Utilities Commission.

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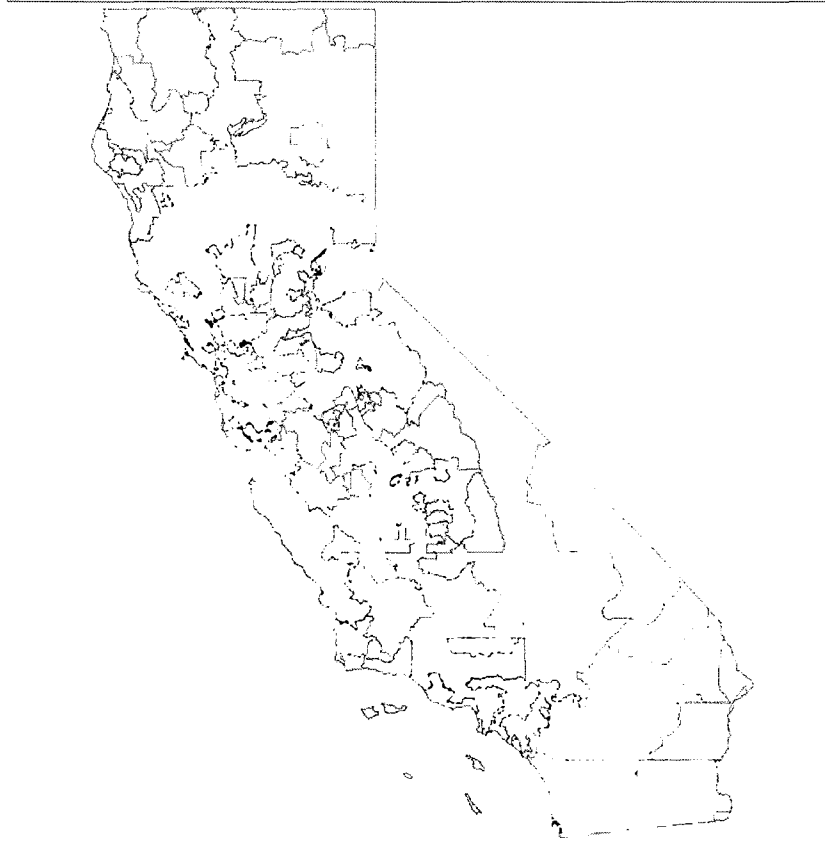
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**COMPETITIVE TELECOMMUNICATIONS SWITCHED ACCESS SERVICES TARIFF**

**SERVICE AREA MAP**

The Company has been authorized by the CPUC to provide competitive local exchange service within the areas of the State of California identified on the following map, which depicts the combined service areas of AT&T California, Inc., Verizon California, Inc., SureWest and Citizen Telephone Company.



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COMPETITIVE TELECOMMUNICATIONS SWITCHED ACCESS SERVICES TARIFF

**SECTION 1 – RATE SCHEDULES**

**Rate Schedule 1 - SWITCHED ACCESS SERVICE**

**1. General**

Switched Access Service is available to Customers for their use in routing or receiving traffic and/or in furnishing their services to their Subscribers. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an Subscriber's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises to an Subscriber's Premises.

Switched Access Service is available when originating or terminating calls from or to an Subscriber of the Company's Local Exchange Services.

Rates and charges are set forth in Rate Schedule 2. The application of rates for Switched Access Service is described in Section 5 of this Rate Schedule 1 and Rate Schedule 2.

**2. Provision and Description of Switched Access Service Arrangements**

**2.1. Feature Group Access**

FG Access is provisioned at the DS-1 level and provides trunk-side access to Local Switching Center switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).

All traffic is routed to and from the Company's local switching center via the Customer's tandem provider or via end office trucking, where available. Delivery of calls to, or acceptance of calls from, the Company's Subscriber locations over Company-switched local exchange services shall constitute an agreement by the Customer to purchase switched access services as described herein. The Company reserves the right to require the Customer to submit an ASR for switched access.

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**SECTION 1 – RATE SCHEDULES (cont'd)**

**Rate Schedule 1 - SWITCHED ACCESS SERVICE (cont'd)**

2.2. Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality.

2.3. Call Types

The following Switched Access Service call types are available:

- A. Originating FG Access
- B. Originating 800 FG Access
- C. Terminating FG Access

2.4. Originating FG Access

The access code for FG Access switching is a uniform access code of the form 1+ or 011+ or 101XXXX. For 101XXXX dialing a single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (#) for cut-through access to the Customer's premises. The Company will provide originating FG access consistent with dialing parity obligations.

2.5. Originating 800 FG Access

800 Data Base Access Service is a service utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an Subscriber, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

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**SECTION 1 – RATE SCHEDULES (cont'd)**

**Rate Schedule 1 - SWITCHED ACCESS SERVICE (cont'd)**

**2. Provision and Description of Switched Access Service Arrangements (cont'd)**

2.6. Terminating FG Access

Calls in the terminating direction will not be completed to 950-0XXX or 950-1XXX access codes, local operator assistance (0- and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 101XXXX access codes.

**3. Reports and Testing**

3.1. Design Layout Report

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

3.2. Acceptance Testing

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

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**SECTION 1 – RATE SCHEDULES (cont'd)**

**Rate Schedule 1 - SWITCHED ACCESS SERVICE (cont'd)**

**4. General Rate Provisions**

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

There are four types of rates and charges that apply to Switched Access Service. These are Monthly Recurring Charges, Usage Rates, Non-Recurring Charges and Installation of Service.

Monthly Recurring Charges: Monthly Recurring Charges are flat rates for facilities that apply each month or fraction thereof that a specific rate element is provided. Monthly recurring rates may be assessed on a per minute equivalent basis with a monthly usage assumption of 250,000 MOU per DS1-equivalent circuit.

(T)  
|  
(T)

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

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

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

COMPETITIVE TELECOMMUNICATIONS SWITCHED ACCESS SERVICES TARIFF

**SECTION 1 – RATE SCHEDULES (cont'd)**

**Rate Schedule 1 - SWITCHED ACCESS SERVICE (cont'd)**

4.1. Billing of Access Minutes

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

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

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

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

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**SECTION 1 – RATE SCHEDULES (cont'd)**

**Rate Schedule 1 - SWITCHED ACCESS SERVICE (cont'd)**

**5. Rate Categories**

5.1. There are several rate categories which apply to Switched Access Service:

- Switched Transport (T)
- Switching (T)
- 800 Data Base Access Service (D)

(D)  
|  
(D)

5.1.1. Switched Transport (T)

The Switched Transport cost category establishes the charges related to the transmission and tandem switching facilities between the Customer designated premises and the end office switch(es) where the Customer's traffic is switched to originate or terminate the Customer's communications.

5.1.2. Switching (T)

The Switching cost category establishes the charges related to the use of office switching equipment, the terminations in the office of lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the switching office and the STP.

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COMPETITIVE TELECOMMUNICATIONS SWITCHED ACCESS SERVICES TARIFF

**SECTION 1 – RATE SCHEDULES (cont'd)**

**Rate Schedule 1 - SWITCHED ACCESS SERVICE (cont'd)**

5.2.3. The following rate categories may apply to Switched Access Service:

A. Charges are computed in accordance with Section No. 3 (Ordering Options for Switched Access Services).

B. Direct Connect

The Company will provide Direct connects, between the Customer's Premises and the Company's Local Switching Center switch(es). This transmission path is dedicated to the use of a single Customer. DS3 facilities are available for Direct Connect Service. A DS3 facility is capable of transmitting electrical signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths. For DS3 facilities, if the Company is required to install additional fiber optic equipment for the benefit of the Customer, then the Customer has the option to choose either an optical or electrical interface. This Direct connect rate category is comprised of a monthly Entrance Facilities charge and a per minute of use End Office switching charge as specified in 2.6 of the Company's Tariff No. 1.

C. Tandem Connect

Tandem Connect consists of circuits from the point of interconnection with Customer's tandem provider to the Company's Local Switching Center. This Tandem Connect rate category is comprised of a Minutes of Use (MOU) based End-Office switching and tandem switched transport charges. Tandem Connect Service is provided in conjunction with the tandem provider serving the area, except as stated as follows.

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**SECTION 1 – RATE SCHEDULES (cont'd)**

**Rate Schedule 1 - SWITCHED ACCESS SERVICE (cont'd)**

5.1.3. (cont'd)

(T)

D. Indirect Connect

Indirect Connect is comprised of Toll Free Transit Traffic Service, and Switched Access Service. These rates also apply in event of an overflow situation with Toll Free 8YY Transit traffic Service Direct Connect.

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**SECTION 1 – RATE SCHEDULES (cont'd)**

**Rate Schedule 1 - SWITCHED ACCESS SERVICE (cont'd)**

5.3 800 Data Base Query

The 800 Data Base Query Charge will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

5.4 Optional Features

Other optional features may be available on an Individual Case Basis (ICB).

5.5 Other Rate Categories

(1) Toll Free Data Base Access Service

Toll Free Data Base Access Service is a service offering utilizing originating trunk side Switched Access Service. The service provides for the forwarding of Subscriber dialed Toll Free calls to a Company Service Switching Point which will initiate a query to the 800 database to perform the Customer identification and delivery function. The call is forwarded to the appropriate Customer based on the dialed 800 number. In addition, the Customer has the option of selecting the 800 Optional Features Package. Any dial around compensation relating to pay telephones will be billed in accordance to procedures and rates proscribed by the Federal Communications Commission. The Company reserves the right to bill Subscribers of its toll free service for any dial around compensation costs the Company may incur.

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**SECTION 1 – RATE SCHEDULES (cont'd)**

**Rate Schedule 1 - SWITCHED ACCESS SERVICE (cont'd)**

5.5 Other Rate Categories (cont'd)

(1) Toll Free Data Base Access Service (cont'd)

(A) Customer Identification Charge

The Toll Free Data Base Access Service Customer Identification Charge applies for the identification of the appropriate Customer. The charge is assessed to the Customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of California.

(B) Customer Delivery Charge

The Toll Free Data Base Access Service Delivery Charge applies for the delivery of the dialed 800 ten-digit number. The charge is assessed to the Customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of California Effective: October 21, 2007 Decision No. 9803066.

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**SECTION 1 – RATE SCHEDULES (cont'd)**

**Rate Schedule 1 - SWITCHED ACCESS SERVICE (cont'd)**

5.5. Other Rate Categories (cont'd)

(2) Toll Free Transit Traffic Service

Toll Free Transit Traffic Service is an access service in which the Company transits toll free traffic originated by a third party who is not an Subscriber or other user of the Company's local exchange or exchange access service through its wire center to a Customer. Toll Free Transit Traffic Service is comprised of various facilities, connections, features and functions. It provides for the use of common terminating, common switching and switched transport facilities of the Company but does not include local switching. Rates for Toll Free Transit Traffic Service are usage sensitive. These services are available via direct connect or indirect connection.

(3) Pay Telephone Compensation

This surcharge is paid to Payphone Service Providers (PSP) when a toll free number is dialed from a pay phone and is carried over the Company's facilities to the Company's toll free Subscriber. The surcharge is calculated on per call basis and the rate is mandated by the Federal Communications Commission, plus a factor to recover the Company's administrative costs. A surcharge per call completed to a toll free Subscriber of the Company, when the call is originated from a payphone, will be assessed on the toll free Subscriber's invoice.

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**SECTION 1 – RATE SCHEDULES (cont’d)**

**Rate Schedule 2 – SWITCHED ACCESS RATES**

**1. Rates and Charges**

1.1	Switched Transport		
		<u>AT&amp;T</u>	<u>Verizon</u>
	(A) Entrance Facility Per DS1	Note 1	Note 1
	(B) Direct Transport - Termination Per DS1, per termination	Note 1	Note 1
	(C) Direct Transport - Facility Per DS1, per mile	Note 1	Note 1
	(D) Tandem Switched Transport - Termination Originating, per minute of use, per termination, Non-8YY Originating, per minute of use, per termination, 8YY Terminating, per minute of use, per termination	Note 1 (C) Note 1 Note 1	\$0.00022517 Note 1 Note 1
	(E) Tandem Switched Transport – Facility Originating, Per minute of use, per mile, Non-8YY Originating, Per minute of use, per mile, 8YY Terminating, Per minute of use, per mile	Note 1 (C) Note 1 Note 1	\$0.00002801 Note 1 Note 1
	(F) Tandem Switching Originating, Per minute of use, Non-8YY Originating, Per minute of use, 8YY Terminating, Per minute of use	Note 1 (C) Note 1 Note 1	\$0.00039831 Note 1 Note 1
	(G) Dedicated Trunk Port Per DS1	Note 1	Note 1
	(H) Dedicated Tandem Port Per DS1	Note 1	Note 1
	(I) Dedicated Multiplexing	Note 1	Note 1

Note 1: See the Company's Access Services Tariff FCC No. 3 at the following link <https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=416>.

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**SECTION 1 – RATE SCHEDULES (cont'd)**

**Rate Schedule 2 – SWITCHED ACCESS RATES**

**1. Rates and Charges**

1.1 Switched Transport (cont'd)

	<u>AT&amp;T</u>	<u>Verizon</u>
(J) Common Transport Multiplexing (DS3/DS1)		
Originating, Per minute of use, Non-8YY	Note 1 (C)	\$0.00000000
Originating, Per minute of use, 8YY	Note 1	Note 1
Terminating, Per minute of use	Note 1	Note 1
(K) Common Trunk Port		
Originating, Per minute of use, Non-8YY	Note 1 (C)	\$0.00000000
Originating, Per minute of use, 8YY	Note 1	Note 1
Terminating, Per minute of use	Note 1	Note 1

1.2 Switching

	<u>AT&amp;T</u>	<u>Verizon</u>
(A) End Office Switching		
Originating, Per minute of use, Non-8YY	Note 1 (C)	\$0.01710885
Originating, Per minute of use, 8YY	Note 1	Note 1
Terminating, Per minute of use	Note 1	Note 1
(B) Information Surcharge		
Originating, Per minute of use, Non-8YY	Note 1 (C)	\$0.00048118
Originating, Per minute of use, 8YY	Note 1	Note 1
Terminating, Per minute of use	N/A	N/A

Note 1: See the Company's Access Services Tariff FCC No. 3 at the following link <https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=416>.

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U-7061-C

California PUC Tariff No. 2  
1<sup>st</sup> Revised Sheet 20  
Cancels Original Sheet 20

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SECTION 1 – RATE SCHEDULES (cont'd)

**Rate Schedule 2 – SWITCHED ACCESS RATES**

[Reserved for Future Use]

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**SECTION 1 – RATE SCHEDULES (cont'd)**

**Rate Schedule 3 – CARRIER-TO-CARRIER SERVICES**

**1. Interconnection and Termination of Local Traffic**

1.1 Interconnection

Arrangements for interconnection by local exchange carriers and competitive local carriers with the Company's facilities will be negotiated on a case-by-case basis.

1.2 Termination of Traffic

The Company will terminate local traffic and intraLATA toll traffic from local exchange carriers and other competitive local carriers with which it interconnects.

The rates, terms, conditions, and compensation methods for handling such calls will be negotiated on a case by case basis. In cases where no agreement is in place for completion of such calls, the rates below shall be charged to the originating carrier for calls terminated by the Company.

Local Call Termination

Set Up (per call attempt)	\$ .0020
MOU (Minute of Use)	\$ .0010

Advice Letter No. 5

By:

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President and CEO  
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COMPETITIVE TELECOMMUNICATIONS SWITCHED ACCESS SERVICES TARIFF

**SECTION 1 – RATE SCHEDULE (cont'd)**

**Rate Schedule 4 – CARRIER-TO-CARRIER SERVICES (cont'd)**

**1. Interconnection and Termination of Local Traffic (cont'd)**

**1.3. Provisions for Number Portability**

At the request of a local exchange carrier or other competitive local carrier providing service to a former Subscriber to the Company's service, the Company will automatically forward calls, which are dialed to the number assigned by the Company to the former Subscriber, to the Subscriber's new number assigned by the local exchange carrier or other competitive local carrier. The forwarding of such calls shall be undertaken in accordance with, and subject to, all of the tariff rates, terms, and conditions applicable to reciprocal call forwarding services provided by the Incumbent LECs, or the other competitive local carrier, as applicable, and the Company hereby concurs in and incorporates by reference such tariff provisions.

**2. Access Minute Descriptions**

**2.1. Access Minutes**

On the originating end of an intrastate call, usage is measured from the time the originating Subscriber's call is delivered by the Company to and acknowledged as received by the Customer's facilities connected with the originating exchange. On the terminating end of an intrastate call, usage is measured from the time the call is received by the Subscriber in the terminating exchange. Timing of usage at both originating and terminating ends of an intrastate call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating exchanges, as applicable.

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COMPETITIVE TELECOMMUNICATIONS SWITCHED ACCESS SERVICES TARIFF

**SECTION 1 – RATE SCHEDULE (cont'd)**

**Rate Schedule 4 – CARRIER-TO-CARRIER SERVICES (cont'd)**

2.2. Measurement of Access Minutes

Customer traffic to end offices will be measured (recorded or assumed) by the Company at end office switches or access tandem switches. Originating and terminating calls will be measured or imputed to determine the basis for computing chargeable access minutes.

Access minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each end office and are then rounded up to the nearest access minute for each end office.

For originating calls the measured minutes are the chargeable access minutes.

With Multi-Frequency Address Signaling, usage measurement begins when the originating entry switch receives the acknowledgement wink supervisory signal forwarded from the Customer's point of termination. For originating calls with SS7, usage measurement begins when either the Exit Message (EXM) or the Address Complete Message (ACM) is received.

The measurement of originating call usage ends when the entry switch receives disconnect supervision from either the originating Subscriber's end office, indicating the originating Subscriber has disconnected, or the Customer's point of termination, whichever is recognized first by the entry switch.

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COMPETITIVE TELECOMMUNICATIONS SWITCHED ACCESS SERVICES TARIFF

**SECTION 1 – RATE SCHEDULE (cont'd)**

**Rate Schedule 4 – CARRIER-TO-CARRIER SERVICES (cont'd)**

2.2. Measurement of Access Minutes (cont'd)

For terminating calls the chargeable access minutes are either measured or derived.

For terminating calls, the measurement of access minutes begins when the terminating entry switch receives answer supervision from the terminating Subscriber's end office, indicating the terminating Subscriber has answered.

The measurement of terminating call usage ends when the terminating entry switch receives disconnect supervision from either the terminating Subscriber's office, indicating the terminating Subscriber has disconnected, or the Customer's point of termination, whichever is recognized first by the entry switch.

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COMPETITIVE TELECOMMUNICATIONS SWITCHED ACCESS SERVICES TARIFF

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**SECTION 1 – RATE SCHEDULES (cont'd)**

**Rate Schedule 4 - CARRIER-TO-CARRIER SERVICES (cont'd)**

2.3. Access Rates

(D)  
(D)

800 Database Query, per query                      Note 1 (C)

**3. Access Direct Connect Option**

3.1. Direct Access

Customers who choose Direct Access directly connect with the Company's switches(s). The Customer is responsible for providing its own facility(s) to the Company's switches(s) and will be charged a monthly recurring Switch Port charges. The Switch Port is only furnished on a DS1 basis.

3.2. Switch Port Charge

DS1 Port, per port, per month                      \$225.00

Note 1: See the Company's Access Services Tariff FCC No. 3 at the following link <https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=416>.

(N)  
(N)

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Advice Letter No. 25

By:

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COMPETITIVE TELECOMMUNICATIONS SWITCHED ACCESS SERVICES TARIFF

**SECTION 2- RULES**

**Rule No.1 - DEFINITIONS**

Access: For the purposes of this Tariff, the ability to enter or exit the Company's Network in order to receive or hand off an intrastate communication.

Access Charge: Charges assessed to the Customer through which the Company compensated for providing Access.

Access Service: Any Service provided by the Company, or jointly by the Company and one or more other carriers, that provides Access.

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

Call: A communication attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the Company's switch or equivalent facility. The term "Call" expressly includes communications that are delivered to, or received from, persons or entities that include, but are not limited to: conference call providers, chat line providers, calling card providers, call centers, help desk providers, international providers operating within the United States, and residential and/or business users.

Company: Wide Voice, LLC, the issuer of this Tariff, a competitive local exchange carrier.

Commission: California Public Utilities Commission.

Constructive Order: In the absence of a written or oral order, any delivery of Calls to or receipt of Calls from the Company's Network constitutes a Constructive Order to purchase switched Access Services as described herein. Similarly, the selection of an IXC as a Presubscribed Interexchange Carrier constitutes a Constructive Order for switched Access Service by the IXC.

Customer: The term "Customer" refers to an Interexchange Carrier utilizing the Company's Access Service to complete a Call. The Customer is responsible for the payment of charges for any service it takes from the Company, and compliance with the terms and conditions of this Tariff.

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COMPETITIVE TELECOMMUNICATIONS SWITCHED ACCESS SERVICES TARIFF

**SECTION 2- RULES (cont'd)**

**Rule No.1 - DEFINITIONS (cont'd)**

Individual Case Basis or ICB: An arrangement whereby the terms, conditions, rates, charges and/or services are developed or modified based on the specific and unique circumstances of the Customer's situation. ICB specialized rates, services or charges will be made available to similarly situated Customers on a non-discriminatory basis.

Interexchange Carrier (IXC): Any individual, partnership, association, joint-stock company, trust, governmental entity, corporation or any other entity engaged in the provision of intrastate, interstate or international communication for hire by any means between two or more exchanges.

Late Payment Fee: An amount computed as 1.5% of the unpaid balance per month or portion thereof for the period from the due date of any bill until the payment is received.

Local Exchange: A geographic area established by the Company for the administration and pricing of telecommunications services. The Company is not bound by the definition of "exchange" or "local exchange" as defined by the National Exchange Carrier Association, by IXCs, or by the ILECs whose tariffed rates the Company matches. Unless defined otherwise by the Company, the Company's Local Exchanges are the same as the geographic area where the Company provides service to Subscribers.

Network: Refers to the Company's facilities, equipment, and services provided under this Tariff. The Company may provide and own its own facilities, equipment or services, or may obtain and use those of other providers.

Nonrecurring Charge: A one-time charge or special fee, generally applied to activities associated with the installation or establishment of services, facilities, or equipment, construction, rearrangements, and/or optional features and functions.

Point of Presence: A physical place where a carrier has a presence for network access.

Presubscription: An arrangement whereby an IXC is selected for the provision of intrastate toll or long distance telephone service. The selected IXC is referred to as the Presubscribed Interexchange Carrier (PIC).

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**SECTION 2- RULES (cont'd)**

**Rule No.1 - DEFINITIONS (cont'd)**

Recurring Charges (MRCs): Monthly or other periodic (as specified) charges to the Customer for services, facilities and equipment which continue for the agreed-upon duration of the service.

Service(s): Intrastate Access Service(s).

Simple Interest: The interest rate that is set for the Federal Reserve's two-year Treasury bill on the most recent January 31<sup>st</sup>.

Subscriber: Person or entity that enters their name in order to obtain service from the Company. The term "Subscriber" specifically excludes other carriers, including IXCs, that take Service under the terms of this Tariff.

Switched Access Service: Access to the Network of the Company for the purpose of receiving or delivering Calls.

Traffic: Another term for Calls. These terms expressly include communications that are delivered to, or received from, persons or entities that include, but are not limited to: conference call providers, chat line providers, calling card providers, call centers, help desk providers, international providers operating within the United States, and residential and/or business users.

VoIP Provider: Any individual, association, corporation, governmental agency, or any other entity that is providing voice services via Voice over Internet Protocol or other Internet Protocol services. The VoIP Provider may or may not be certified to provide services by the Commission or any state regulatory authority.

Wire Center: Generic term for point on a carrier network from which a Subscriber normally receives a dial tone.

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COMPETITIVE TELECOMMUNICATIONS SWITCHED ACCESS SERVICES TARIFF

**SECTION 2 – RULES**

**Rule No. 2 – UNDERTAKING OF THE COMPANY**

**2. Application of Tariff**

2.1. General

This Tariff sets forth the regulations, rates, and charges for the provision of intrastate Access services and facilities (hereinafter “Services”) by Wide Voice, LLC. The rates for the Services described herein are set at or below 110% of the prevailing incumbent carrier rate, as per D. 07-12-020.

2.1.1 No Waiver

No term or provision in this Tariff shall be waived, unless such waiver or consent is in writing and signed by the Company and the Customer to which it is attributed. No consent by the Company or Customer, as applicable, to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to or waiver of, any subsequent breach or default.

2.1.2 Partial Invalidity

If any provision of this Tariff shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render the terms of this Tariff unenforceable, but rather this Tariff shall be construed as if not containing the invalid or unenforceable provision.

2.1.3 Title or Ownership Rights

The payment of rates and charges by Customers for the Services offered under the provisions of this Tariff does not assign, confer, or transfer leasehold, title, or ownership rights to proposals, equipment, or facilities developed or utilized respectively by the Company in provision of such Services.

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COMPETITIVE TELECOMMUNICATIONS SWITCHED ACCESS SERVICES TARIFF

**SECTION 2 – RULES (cont'd)**

**Rule No. 3 – UNDERTAKING OF THE COMPANY**

3.1.1 Scope

The Company undertakes to provide the Service(s), subject to the availability of necessary facilities. The Company is responsible only for the installation, operation, and maintenance of the Services and facilities it provides. The Company does not warrant that its services and facilities meet standards other than those expressly set forth in this Tariff.

3.1.1.1 If any Customer makes use of any Service, the Customer shall be deemed to have made a Constructive Order for the Service, and the failure to enter into a written or oral service agreement will not eliminate any payment obligation under this Tariff.

3.1.1.2 The Customer shall be solely responsible for message content.

3.1.1.3 The Company will, for maintenance purposes, test its service to the extent necessary to detect and/or clear troubles.

3.1.1.4 Service may be terminated by the Company on written notice to the Customer if the Customer is using the service in violation of the Tariff or if the Customer is using the service in violation of the law.

3.1.1.5 Assignment or Transfer of Services

- (a) The Customer may assign or transfer the use of Service(s) provided under this Tariff only if approved by Company in writing and only if assignee or transferee assumes any and all outstanding indebtedness for such Services, and any applicable unexpired portion of a minimum period and/or any termination liability applicable to such Service(s).
- (b) 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.

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COMPETITIVE TELECOMMUNICATIONS SWITCHED ACCESS SERVICES TARIFF

**SECTION 2 – RULES (cont'd)**

**Rule No. 3 – UNDERTAKING OF THE COMPANY (cont'd)**

3.2 Limitations

3.2.1 Provisioning Sequence

The Services offered herein will be provided to Customers on a first-come, first-served basis.

3.2.2 Liability

- (a) With respect to any and all claims or suits, regardless of the theory of liability, the liability of the Company for damages arising out of the installation, provision, furnishing, termination, maintenance, repair, or restoration of its Services and Facilities, including but not limited to mistakes, omissions, interruptions, delays, or errors or other defects, representations, or use of these services or arising out of failure to furnish the Service, whether caused by acts or omission, shall be limited to an amount which shall not exceed an amount equal to the proportionate charge for the period during which the Service was affected. The grant of such an amount for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service or equipment, or facilities, or the acts or omissions or negligence of the Company's employees, agents, or contractors.

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COMPETITIVE TELECOMMUNICATIONS SWITCHED ACCESS SERVICES TARIFF

**SECTION 2 – RULES (cont'd)**

**Rule No. 3 – UNDERTAKING OF THE COMPANY (cont'd)**

3.2 Limitations (Cont'd)

3.2.2 Liability (Cont'd)

- (b) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of unaffiliated third parties, acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the U. S. Government, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections, riots, wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.
- (c) The Company shall not be liable for: (a) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for connection to or in connection with the Company's Services; or (b) the acts or omissions of other common carriers or warehousemen.
- (d) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer arising from or related to the failure or malfunction of Customer-provided equipment or facilities.

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**COMPETITIVE TELECOMMUNICATIONS SWITCHED ACCESS SERVICES TARIFF**

**SECTION 2 – RULES (cont'd)**

**Rule No. 3 – UNDERTAKING OF THE COMPANY (cont'd)**

3.2 Limitations (Cont'd)

3.2.2 Liability (Cont'd)

- (e) The Company does not guarantee nor make any warranty with respect to Services it provides for use in an explosive atmosphere. The Customer shall indemnify, defend, and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal or use of any Service so provided.
- (f) The Company is not liable for any defacement of or damage to Customer property resulting from the furnishing of Service(s) or equipment or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's employees, contractors, or agents.
- (g) 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 Service(s), involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- (h) The Company makes no warranties, express or implied either in fact or by operation or otherwise, including warranties of merchantability or fitness for a particular use.
- (i) No action or proceeding against the Company arising out of a Service provided under this Tariff shall be commenced more than two years after the Service is rendered.

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COMPETITIVE TELECOMMUNICATIONS SWITCHED ACCESS SERVICES TARIFF

**SECTION 2 – RULES (cont'd)**

**Rule No. 3 – UNDERTAKING OF THE COMPANY (cont'd)**

- 3.3 Provision of Services, Equipment, and Facilities
- 3.3.1 The Company shall use reasonable efforts to make available Service(s) to a Customer on or before a requested date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this Tariff, and subject to the availability of facilities and services, including those provided by other carriers relied upon by the Company for the provision of the Company's Service(s). The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- 3.3.2 The Company shall use reasonable efforts to maintain Services, facilities and equipment that it may furnish to the Customer. The Customer may not, nor may Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the Services, facilities, or equipment installed by the Company, except upon written consent of the Company.
- 3.3.3 The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided the Customer.
- 3.3.4 Any equipment that the Company may provide or install on Customer's property for use in connection with the Service(s) shall not be used for any purpose other than that for which the Company provided it.
- 3.3.5 The option exclusive to request a specific path or channel is not provided to the Customer, but is within the purview of the Company.

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**COMPETITIVE TELECOMMUNICATIONS SWITCHED ACCESS SERVICES TARIFF**

**SECTION 2 – RULES (cont'd)**

**Rule No. 3 – UNDERTAKING OF THE COMPANY (cont'd)**

3.3 Provision of Services, Equipment, and Facilities (Cont'd)

3.3.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment, unless approved by the Company. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities or Service(s) offered under this Tariff, and to the maintenance and operation of such facilities or Service(s). Subject to this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
- (b) the reception of signals by Customer-provided Equipment.

3.4 Services, Equipment, or Facilities

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

3.4.2 The Company may, where such action is reasonably required in the operation of its business, substitute, change or rearrange any facilities used in providing Service(s) under this Tariff. The Company shall not be responsible if any such substitution, change or rearrangement renders any Customer-provided equipment, facilities, or Service(s) obsolete or requires modification or alteration thereof or otherwise affects the operating characteristics of the equipment, facility or service. The Company will provide reasonable notification of any such change in facilities described above to the Customer in writing where reasonably possible. The Company will work cooperatively with the Customer and provide reasonable time for any redesign and implementation required by the change in operating characteristics.

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**SECTION 2 – RULES (cont'd)**

**Rule No. 4 – Obligations of the Customer**

4.1 General Obligations

4.2.1 The Customer will ensure that the characteristics and methods of operation of any circuits, facilities or equipment not provided by the Company and associated with the facilities utilized to provide Service(s) under this Tariff shall not interfere with or impair Service over facilities of the Company; cause damage to their plant; impair privacy or create hazards to employees or the public.

4.2.2 The Service provided under this Tariff must not be used for an unlawful purpose or used in an abusive manner which would reasonably be expected to frighten, abuse, torment or harass another or interfere with use of Service by one or more other customers.

4.2.3 The Customer is responsible for damage to or loss of the Company's facilities or equipment caused by acts or omissions of the Customer; or noncompliance by the Customer; or by fire or theft or other casualty at the Customer's location, unless caused by the negligence or willful misconduct of the Company's employees or agents.

4.2.4 The Customer will provide at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment that may be installed at the Customer's location, and the level of heating and air conditioning necessary to maintain proper operating environment at such location.

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**SECTION 2 – RULES (cont'd)**

**Rule No. 4 – OBLIGATIONS OF THE CUSTOMER (cont'd)**

4.1 General Obligations (cont'd)

- 4.1.5 Where applicable, the Customer will obtain, maintain, and otherwise have full responsibility for all permissions, approvals, consents, licenses, permits, and rights-of-way and conduit necessary for installation of cables and associated equipment used to provide services to the Customer from the building service entrance or property line to the location of the equipment space. Any costs associated with obtaining and maintaining the permissions, approvals, consents, licenses, permits, and rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer.
- 4.1.6 The Customer will provide a safe place to work and will comply with all laws and regulations regarding the working conditions at the location at which the Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work.

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**SECTION 2 – RULES (cont'd)**

**Rule No. 4 – OBLIGATIONS OF THE CUSTOMER (cont'd)**

4.1 General Obligations (cont'd)

4.1.7 The Company will comply with all laws and regulations applicable to, and will obtain all permissions, approvals, consents, licenses, and permits as may be required with respect to the location of Company facilities and equipment at any Customer location or the rights-of-way for which Customer is responsible, and will grant or obtain permission for Company agents or employees to enter such location of the Customer at any time for the purpose of installing, inspecting, maintaining, testing, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

4.1.8 The Customer must not create or allow to be placed, any liens or other encumbrances on the Company's equipment or facilities.

4.1.9 Customers must use the Service provided by the Company in a manner, and at all times, consistent with the Tariff obligations identified herein and shall not utilize the Company's Service(s) in any manner that:

- (a) Interferes with or impairs the Services(s) of the Company, other carriers, or other Customers;
- (b) Causes damage to Company-provided facilities;
- (c) Interferes with the privacy of communications;

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**SECTION 2 – RULES (cont'd)**

**Rule No. 4 – OBLIGATIONS OF THE CUSTOMER (cont'd)**

4.1 General Obligations (Cont'd)

- (d) Creates a hazard to the Company's employees, contractors, or agents or the public; or
- (e) Interferes, frightens, abuses, torments, harasses any person or entity or unreasonably interferes with the use of the Company's Service by others.

4.1.10 The Customer shall be fully liable for payment of all applicable rates, charges and fees for any Service provided by the Company, if that Service is received by the Customer. Customer is liable for payment of all calls that originate on its network, including actual calls made by Customer, or unauthorized third parties (*e.g.*, fraudulent calls).

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

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**SECTION 2 – RULES (cont'd)**

**Rule No. 4 – OBLIGATIONS OF THE CUSTOMER (cont'd)**

4.1 General Obligations (Cont'd)

- 4.1.12 The Customer shall be responsible for the payment of technician charges as set forth herein for visits by the Company's employees, contractors, or agents to the Customer's location when a Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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**SECTION 2 – RULES (cont'd)**

**Rule No. 4 – OBLIGATIONS OF THE CUSTOMER (cont'd)**

4.2 Claims

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

- 4.2.1 any loss, destruction, or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees, or invitees of either party, arising out of any act or omission of the Customer, its employees, agents, representatives, or invitees in the course of using the Services, facilities, or equipment provided under this Tariff; or
- 4.2.2 any claim, loss, damage, expense, or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's Service(s) and facilities in a manner not contemplated by the agreement between Customer and Company.

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**COMPETITIVE TELECOMMUNICATIONS SWITCHED ACCESS SERVICES TARIFF**

**SECTION 2 – RULES (cont'd)**

**Rule No. 4 – OBLIGATIONS OF THE CUSTOMER (cont'd)**

4.3 Customer Equipment and Channels

4.3.1 General

- (a) A Customer may transmit or receive information or signals via the facilities of the Company. The Company's Services are designed primarily, but not exclusively, for the transmission of voice grade telephonic signals, except as otherwise stated in this Tariff. The Company does not guarantee that its Service(s) will be suitable for any particular purposes other than as specifically and expressly stated in this Tariff.

4.3.2 Company Equipment

- (a) If any Company equipment is installed at the Customer location, the Customer is required to maintain such equipment in good working order at the expense of the Customer. The Customer shall provide electric power to such equipment at its own expense, unless otherwise agreed to by the Company in writing.
- (b) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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**SECTION 2 – RULES (cont'd)**

**Rule No. 4 – OBLIGATIONS OF THE CUSTOMER (cont'd)**

4.3 Customer Equipment and Channels (Cont'd)

4.3.3 Interconnection of Facilities

- (a) Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established from time to time by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (b) If harm to the Company's network, personnel or services is imminent or is occurring due to interconnection with another carrier's services or use of unauthorized or malfunctioning Customer equipment, the Company reserves the right to terminate Customer's service immediately, with no prior notice required.
- (c) Upon request and in the sole discretion of Company, facilities furnished under this Tariff may be connected to Customer-provided equipment. All such equipment shall be registered by the FCC pursuant to Part 68 of Title 47, Code of Federal Regulations; and all Customer-provided wiring shall be installed and maintained in compliance with those regulations.
- (d) The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided equipment or systems with Company's facilities. Customer shall secure all licenses, permits, approvals, authorizations, consent, permissions, rights-of-way, and other arrangements necessary for such interconnection.

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**SECTION 2 – RULES (cont'd)**

**Rule No. 4 – OBLIGATIONS OF THE CUSTOMER (cont'd)**

4.3 Customer Equipment and Channels (Cont'd)

4.3.3 Interconnection of Facilities

- (e) Unless otherwise agreed by the Company, the Customer shall ensure that the facilities or equipment provided by another carrier are properly interconnected with the facilities or equipment of the Company. The Company may require the use of protective equipment at the Customer's expense.

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**SECTION 2 – RULES (cont'd)**

**Rule No. 4 – OBLIGATIONS OF THE CUSTOMER (cont'd)**

4.3 Customer Equipment and Channels (Cont'd)

4.3.4 Inspections

- (a) Upon notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this Section.
- (b) If protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within five days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension or termination of service, to protect its facilities, equipment and personnel from harm.

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**Rule No. 4 – OBLIGATIONS OF THE CUSTOMER (cont'd)**

4.3 Customer Equipment and Channels (Cont'd)

4.3.5 Prohibited Uses

- (a) The Service(s) that the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental and other third-party approvals, authorization, licenses, consents, and/or permits.
- (b) The Company may require applicants for Service who intend to use the Company's offerings for resale and/or shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws, and FCC regulations, policies, guidelines, orders and decisions.
- (c) The Company may require a Customer to immediately stop its transmission of signals if said transmission is believed to be causing interference to others.

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**SECTION 2 – RULES (cont'd)**

**Rule No. 5 – PAYMENT AND BILLING**

5.1 Payment Arrangements

5.1.1 Payment for Service

The Company shall endeavor to bill on a current basis all charges incurred by and credits due to the Customer under this Tariff attributable to Service(s) established or discontinued during the preceding billing period, as described in Section 3.1.2.

The Customer is responsible for the payment of all charges for Service(s) furnished by the Company. All bills are due 31 days after the bill date (payment date) or by the next bill date, whichever is the shortest interval, and are payable in immediately available funds. If such payment date would cause payment to become due on a Saturday, Sunday, or holiday (as recognized by the federal government or applicable state government), such payment shall be due on the next business day.

5.1.1.1 The Customer is responsible for payment of appropriate sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on the Company's net income) imposed or based upon the provision, sale or use of the Company's Service(s), unless otherwise agreed to in writing, pursuant to an ICB contract, the terms of which are available to similarly situated Customers.

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**SECTION 2 – RULES (cont'd)**

**Rule No. 5 – PAYMENT AND BILLING (cont'd)**

5.1 Payment Arrangements

5.1.1 Payment for Service

5.1.1.2 Without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- (a) any delegation of authority resulting in the use of Customer's communications equipment and/or network services which result in the placement of Calls via the Company;
- (b) any and all use of Company Services, including Calls which the Customer did not individually authorize, including any and all fraudulent or allegedly fraudulent calls that originate on the Customer's network;
- (c) any Calls placed by or through the Customer's equipment via any remote access feature(s);
- (d) any use of the Company's Services and/or activities, whether or not accompanied by a written order.

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**SECTION 2 – RULES (cont'd)**

**Rule No. 5 – PAYMENT AND BILLING (cont'd)**

5.1 Payment Arrangements (cont'd)

5.1.2 Billing and Collection of Charges

5.1.2.1 The Company will endeavor to bill usage charges monthly for the preceding billing period; however, the Company's failure to do so shall not affect the Customer's liability for such charges irrespective of the length of delay between the date of usage and the Company's billing for such usage. Company is permitted to bill for usage within two (2) years of the date upon which service was provided.

5.1.2.2 Each bill will include industry standard descriptions of Service(s) rendered for the period covered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges for any prior period.

(a) Customer's billing will begin upon delivery of Calls to, or receipt of Calls from the Company. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued and ceases to be used by Customer.

5.1.2.3 A Nonrecurring Charge is due and payable within 31 days after the invoice date.

5.1.2.4 Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs.

5.1.2.5 When non-usage based Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro-rated basis with every month considered to have 30 days.

5.1.2.6 If any portion of the Customer's payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a Late Payment Fee shall be due to the Company. The Late Payment Fee shall be calculated at 1.5% of the unpaid balance per month or portion thereof for the period from the due date until the payment is received.

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**SECTION 2 – RULES (cont'd)**

**Rule No. 5 – PAYMENT AND BILLING (cont'd)**

5.1 Payment Arrangements (cont'd)

5.1.2 Billing and Collection of Charges (Cont'd)

5.1.2.7 In addition to other penalties or fees, the Customer will be assessed a charge of twenty-five dollars (\$25) for each check submitted by the Customer to the Company which a financial institution refuses to honor for insufficient funds or a non-existent account.

5.1.2.8 If Service is discontinued by the Company in accordance with Section 3.1.6 following, and later restored, restoration of Service will be subject to all applicable reconnection or reestablishment charges.

5.1.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before Services are furnished. The Advance Payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the Service. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit.

5.1.4 Jurisdictional Reporting Requirements

5.1.4.1 For those circumstances in which the Company cannot determine the jurisdictional nature of Customer traffic, the Company may require the Customer to provide a projected estimate of its traffic, expressed as a percent of interstate use factor ("the PIU Factor") for the split between interstate and intrastate jurisdictions.

5.1.4.2 If a PIU Factor is required, unless otherwise agreed to in writing, the Company will rely exclusively on the PIU Factor. Company has no obligation to – and will not – verify or guarantee the correctness of Customer's estimate. The Company reserves the right to audit a Customer's traffic. The Company, at its sole discretion, may use a different PIU Factor than that provided by Customer.

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**SECTION 2 – RULES (cont'd)**

**Rule No. 5 – PAYMENT AND BILLING (cont'd)**

5.1 Payment Arrangements (cont'd)

5.1.5 Deposits

5.1.5.1 To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be requested prior to providing Service(s) or at any time after the provision of a Service to the Customer. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills as provided for in this Tariff. The deposit will not exceed an amount equal to:

- (a) two months' charges for a Service or facility which has a minimum payment period of one month; or
- (b) the charges that would apply for the minimum payment period for a Service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

5.1.5.2 A deposit may be required in addition to an Advance Payment.

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

5.1.5.4 Simple Interest shall accrue on a deposit and shall be paid at the time the deposit is either refunded or applied to the customer's final bill for service. Simple Interest will be applied for the month or portion of a month from the date the customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company.

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**SECTION 2 – RULES (cont'd)**

**Rule No. 5 – PAYMENT AND BILLING (cont'd)**

5.1 Payment Arrangements (cont'd)

5.1.5 Deposits (cont'd)

5.1.5.5 Such a deposit may be refunded or credited to the Customer's account after a one-year, prompt-payment record is established.

5.1.5.6 In the event the provision of all service to the customer is terminated and the Company maintains a cash deposit from the Customer, the deposit and any accrued, uncredited Simple Interest will be applied to any outstanding sums owed to the Company, and any remaining balance will be returned to the Customer.

(a) The Customer will receive Simple Interest for each month or portion thereof that a deposit is held.

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**SECTION 2 – RULES (cont'd)**

**Rule No. 5 – PAYMENT AND BILLING (cont'd)**

5.1 Payment Arrangements (cont'd)

5.1.6 Discontinuance of Service

5.1.6.1 Upon nonpayment of any amounts owing to the Company, the Company may by giving ten days' prior written notice to the Customer, discontinue or suspend Service without incurring any liability.

5.1.6.2 In the Company's sole discretion, upon violation of any of the other material terms or conditions for furnishing Service, the Company may, by giving 10 days' prior notice in writing to the Customer (or such shorter notice as may be provided elsewhere in this Tariff), discontinue or suspend Service without incurring any liability if such violation continues during the period.

5.1.6.3 Upon condemnation of any material portion of the facilities used by the Company to provide Service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by giving notice to the Customer, may discontinue or suspend Service without incurring any liability.

5.1.6.4 Upon any governmental prohibition or required alteration of the Service(s) to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue Service without incurring any liability.

5.1.6.5 Upon the Company's discontinuance of Service to the Customer under the terms of this Tariff, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such Service(s) would have otherwise been provided to the Customer to be immediately due and payable.

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**SECTION 2 – RULES (cont'd)**

**Rule No. 5 – PAYMENT AND BILLING (cont'd)**

5.1 Payment Arrangements (cont'd)

5.1.7 Billing Disputes

5.1.7.1 General

- (a) All bills are presumed accurate, and shall be binding on the Customer unless written notice of the disputed charge(s) is received by the Company within 30 days (commencing 5 days after the bill in question has 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's contact (which is listed on every page of this Tariff), 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. A separate letter of dispute must be submitted for each and every individual bill that the Customer wishes to dispute.
- (b) Any disputed charges must be paid when due under the original bill. If payment of the originally billed amount is not made when due – whether or not a notice of dispute has been submitted – Customer will incur a Late Payment Fee on the unpaid amount at the rate of 1.5% per month on the total unpaid balance.

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**SECTION 2 – RULES (cont'd)**

**Rule No. 5 – PAYMENT AND BILLING (cont'd)**

5.1 Payment Arrangements (cont'd)

5.1.7 Billing Disputes (cont'd)

5.1.7.1 General (cont'd)

- (c) Unless disputed in writing within the time period set forth in the preceding paragraph, the bill shall be deemed to be correct and payable in full by Customer, and Customer shall be deemed to have waived any and all rights and claims with respect to both the bill and the underlying dispute.
- (d) The Company will be the sole judge of whether any bill dispute has merit. If the Company does not respond to the Customer's notice of dispute within 60 days after receiving such notice, the dispute will be deemed rejected.
- (e) If the Company finds that the Customer's dispute has merit, the Customer will be credited with any payments in excess of those actually due the Company. The Company's credit will also include Simple Interest on all such credited amounts.

5.1.7.2 Late Payment Fee

All portions of the bill, whether disputed or undisputed, must be paid by the payment due date to avoid assessment of a Late Payment Fee.

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**SECTION 2 – RULES (cont'd)**

**Rule No. 5 – PAYMENT AND BILLING (cont'd)**

5.1 Payment Arrangements (cont'd)

5.1.7 Billing Disputes (cont'd)

5.1.7.3 Adjustments or Refunds to the Customer

- (a) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill as required by this Tariff, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
- (b) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill as required by this Tariff, but canceled the service, the Company will issue a refund of any overpayment by the Customer.
- (c) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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**SECTION 2 – RULES (cont'd)**

**Rule No. 5 – PAYMENT AND BILLING (cont'd)**

5.2 Access Billing

5.2.1 Billing Standards

5.2.1.1 The Company shall produce access bills in general conformance with accepted industry standards.

5.2.1.2 An access bill is comprised of one or more billing elements, including usage sensitive charges, distance sensitive charges, flat-rated charges, individual-case-based (ICB) charges, and non-recurring or special miscellaneous charges that may be appropriate.

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**SECTION 2 – RULES (cont'd)**

**Rule No. 5 – PAYMENT AND BILLING (cont'd)**

5.2 Access Billing (cont'd)

5.2.2 Distance Charges

5.2.2.1 Where charges for an access service are based on distance, the distance between two points is measured as airline distance between the Company's Points of Presence as listed in the National Exchange Carrier Association FCC No. 4, Wire Center Tariff or Local Exchange Routing Guide (LERG) issued by Telcordia.

5.2.2.2 The airline distance between any two Points of Presence is determined as follows:

- (a) Obtain the "V" (vertical) and "H" (horizontal coordinates for each POP from the above referenced document(s),
- (b) Compute the difference between the "V" coordinates of the two POPs; and the difference between the two "H" coordinates,
- (c) Square the difference obtained in (b) above,
- (d) Add the square of the "V" difference and the square of the "H" difference obtained in (c) above,
- (e) Divide the sum of the squares 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 in (e) above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage applicable.

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**SECTION 2 – RULES (cont'd)**

**Rule No. 5 – PAYMENT AND BILLING (cont'd)**

5.2 Access Billing (cont'd)

5.2.3 Suspension, Termination or Refusal of Service

5.2.3.1 Service may be suspended or terminated for nonpayment of any bill or deposit until such bill or deposit is paid. If Service is suspended or terminated for nonpayment, the Customer must remit a connection charge as well as any payment due and any deposit requested by the Company prior to reconnection or reestablishment of Service.

5.2.3.2 When a Customer refuses to pay bills rendered or deposits requested, the Company may refuse to process existing orders for Service(s) or to accept new orders for Service.

5.2.3.3 The Company reserves the right to suspend, terminate or refuse Service(s) in the event of unauthorized use of Service(s) or facilities received from the Company, where the Customer is indebted to the Company for previously furnished Service(s) or facilities or where the use of Service(s) or facilities have been abandoned.

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**SECTION 2 - RULES (cont'd)**

**Rule No. 6 – CONSTRUCTIVE ORDERING**

6.1 General

By receiving from or handing off traffic to the Company's Network, the Customer will have constructively ordered the Company's Switched Access Service and is responsible for all charges incurred in connection with the use of such Service.

6.1.1 Constructive Ordering

A Constructive Order is initiated when Calls are delivered to or accepted from the Company by a Customer. By accepting Traffic from the Company or delivering Traffic to the Company's Network, the Customer agrees that it has ordered, and will pay for, the Company's Services pursuant to this Tariff. Similarly, the selection of an IXC as a PIC constitutes a Constructive Order for Switched Access Service by that IXC.

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**SECTION 2 - RULES (cont'd)**

**Rule No. 7 – NOTICES AND COMMUNICATIONS**

- 7.1. Delivery of calls to or acceptance of calls from the Company's locations over Company-switched local exchange services constitutes an order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's Subscriber of the Customer as the presubscribed IXC constitutes an order of switched access by the Customer. In these cases, an invoice will be the first communication from the Company to the Customer. In other instances a Service Order may be used.
- 7.2. The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed. The Customer may opt to receive communications via electronic mail.
- 7.3. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.
- 7.4. All notices or other communications required to be given pursuant to this tariff shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first. If the Customer has opted to utilize electronic mail, notices, other communications, and all bills shall be presumed to have been delivered when the Company sends the communication.

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**SECTION 2 - RULES (cont'd)**

**Rule No. 7 – NOTICES AND COMMUNICATIONS (cont'd)**

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

**Rule No. 8 – MISCELANNEOUS PROVISIONS**

8.1 Contracts and Individual Case Basis (ICB) Rates

In lieu of the rates terms and/or conditions otherwise set forth in this tariff including but not limited to minimum usage, installation, special construction and recurring charges, the Company's services may be established and provided at negotiated rates on an individual case basis (ICB), taking into account any factors the Company deems necessary or appropriate, including the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment and use of facilities by other Customers. All ICB arrangements will be subject to the terms of Company's tariffs on file with the Commission, as applicable. Specialized rates, services or charges will be made available to similarly situated Customers on a non-discriminatory basis. All ICB Contracts for tariffed services will be filed with the Commission, pursuant to Section 8.1 of General Order 96-B.

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**COMPETITIVE TELECOMMUNICATIONS SWITCHED ACCESS SERVICES TARIFF**

**SECTION 3 -- ORDERING OPTIONS FOR ACCESS SERVICE**

**1. General**

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

**1.1. Ordering Conditions**

Customer may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

**1.2. Minimum Period of Service**

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

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

1. a change in the identity of the Customer of record; or
2. a move by the Customer to a different building.

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COMPETITIVE TELECOMMUNICATIONS SWITCHED ACCESS SERVICES TARIFF

**SECTION 3- ORDERING OPTIONS FOR ACCESS SERVICE**

**1. General (cont'd)**

1.2. Minimum Period of Service (cont'd)

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

For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service.

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

Advice Letter No. 5

By:

Patrick Chicas  
President and CEO  
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Filed: April 29, 2010

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**COMPETITIVE TELECOMMUNICATIONS SWITCHED ACCESS SERVICES TARIFF**

**SECTION 3- ORDERING OPTIONS FOR ACCESS SERVICE (cont'd)**

**1. General (cont'd)**

**1.3. Miscellaneous Charges**

Customer Requested Due Date Change <sup>12</sup>	\$50, per order
Customer Requested Expedite <sup>2</sup>	\$250, per location, per order
Cancellation (after 3 business days from order placement) <sup>2</sup>	Full NRCs + \$250, per order
Design Change, DSO/DS1 <sup>2</sup>	\$150, per circuit
Design Change, DS3 and higher <sup>2</sup>	\$300, per circuit
Administrative Processing <sup>2</sup>	\$25, per order

<sup>1</sup> Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

<sup>2</sup> For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.

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