

ACCESS SERVICES

Regulations, Rates and Charges
applying to the provision of Access Services
for connection to communications
facilities for Customers within
the operating territory of

Navigator Telecommunications, LLC.

This tariff is on file with the Virginia State Corporation Commission and can be viewed at their Division of Communications located in the Tyler Building – 9th Floor, 1300 East Main Street, Richmond, Virginia 23219. In addition, this tariff is available for review at the Company's principle place of business, Monday - Friday, 9:00 AM - 5:00 PM, local time, located at 8525 Riverwood Park Drive, North Little Rock, Arkansas 72113.

Toll Free Number for Navigator's principle place of business is 1-877-762-8835.

Issued: February 13, 2008

Effective: February 14, 2008

Issued by:

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Check Page

The pages listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes for the original tariff and are currently in effect as of the date of the bottom of this page.

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SYMBOLS

The following symbols are used for the purposes indicated below:

R – to signify a reduced rate

I – to signify an increased rate

C – to signify a changed regulation

T – to signify a change in text but no change in rate or regulation

S – to signify a reissued matter

M – to signify a move in the location of text

N – to signify a new rate or regulation

D – to signify a discontinued rate or regulation

Z – to signify a correction

In addition to symbols for changes, each changed provision in the tariff shall contain a vertical line, which clearly shows the exact number of lines being changed.

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TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. All pages of the tariff are sequentially numbered. However, new Pages are occasionally added to the tariff. When a new Page is added between Pages already in effect, a decimal is added. For example, a new Page added between Pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current Page version on file with the Virginia State Corporation Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Consult the Check Page for the Page 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
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- D. Check Pages** - When a tariff filing is made with the Virginia State Corporation Commission, an updated Check Page accompanies the tariff filing. The Check Page lists the Pages contained in the tariff, with a cross reference to the current revision number. When new pages are added or revised, the Check Page 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 the Check Page if these are the only changes made (i.e., the format, etc. remain the same), just revised revision levels on some pages. The tariff user should refer to the latest Check Page to determine if a particular Page within the tariff is the most current on file with the Virginia State Corporation Commission.

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EXPLANATION OF ABBREVIATIONS

ANI	Automatic Number Identification
ASR	Access Service Request
BHMC	Busy Hour Minutes of Capacity
CABS	Carrier Access Billing
CDP	Customer Designated Premises
CI	Channel Interface
CIR	Committed Information Rate
CO	Central Office
DA	Directory Assistance
DDD	Direct Distance Dialing
DS	Digital Standard
EF	Entrance Facility
EPVC	Extended Permanent Virtual Connection
EU	End User
EUP	End User Port
FCC	Federal Communications Commission
FG	Feature Group
FRAC	Frame Relay Access Connection
FRIC	Frame Relay Inter-network Connection

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EXPLANATION OF ABBREVIATIONS (Cont'd)

IC	Interexchange Carrier
ICB	Individual Case Basis
ICP	Inter-Network Customer Port
LATA	Local Access & Transport Area
MPB	Meet Point Billing
MTS	Message Toll Service
NRC	Nonrecurring Charge
PVC	Permanent Virtual Connection
SPVC	Standard Permanent Virtual Connection
VG	Voice Grade

ACCESS SERVICES

DEFINITIONS

Access

The ability to enter or exit a local exchange network in order to complete an interstate communication.

Access Charge

Charges assessed to the customer through which the provider of the switch or facilities is compensated for use of the network components.

Access Service Request

The order placed with a Local Access Provider (Company) for Access.

Asymmetric Digital Subscriber Line (ADSL)

An access technology that allows voice and high speed data to be sent simultaneously over local exchange service copper facilities. ADSL supports data rates of up to 1.544 Mbps when receiving data (downstream rate) and up to 256 Kbps when sending data (upstream rate).

Advance Payment

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

Carrier Common Line Charge

A charge to recover the non-traffic sensitive portion of the local loop, drop and associated equipment between the end office switch and the end user customer.

Committed Information Rate

The transmission speed specified by the customer at which the Frame Relay Access Service network commits to transfer data between two ports.

Commission

Virginia State Corporation Commission.

Company

Navigator Telecommunications, LLC.; the issuer of this tariff, a competitive local exchange carrier.

Conditioning

Action taken or equipment provided to ensure appropriate transmission characteristics for specific circuits.

Customer

The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Customer Designated Premises

Premises designed by the customer for the provision of access service.

Customer Node

The equipment located at a customer designated premises that terminates a high speed optical channel and converts the signal from an optical to an electrical format.

ACCESS SERVICES

DEFINITIONS (Cont'd)

Customer Serving Wire Center

The end office or wire center from which a customer normally receives a dial-tone. The point for a circuit's first point of trunking or switching.

Dedicated Facility

A facility, circuit or equipment system or subsystem set aside for the sole use of a specific customer.

Digital Subscriber Line (DSL)

An access technology that allows simultaneous voice and high speed data to be sent over local exchange service copper facilities.

Dial Tone Office

The local switching center where dial tone is provided for service.

Duplex Service

Service which provides for simultaneous transmission in both directions.

End User

Users of local telecommunications carrier's services who are not carriers.

End User Common Line Charge

A recurring flat monthly charge per line to business end users. This charge covers a portion of the local loop costs.

Equal Access

The service which provides trunk connection to switched network services that is equal in type, quality and price to the same service provided to AT&T.

Exchange

The geographic area established by the Company and approved by the regulatory commission for the provision of local telecommunications services.

Fiber Optic Line

A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver which translates the message.

Frame

A group of data bits in a specific format, which enables network equipment to recognize the meaning and purpose of the specific bits for Packet Data Network purposes.

Frame Relay Access Connection

The physical facility, including the associated port, between the end user's data terminal equipment and the Company frame relay switch.

ACCESS SERVICES

DEFINITIONS (Cont'd)

Frame Relay Access Service

A type of packet data network service that allows the interconnection of networks or other compatible customer premises equipment for the purpose of connecting to a frame relay network for transmission of data in frame packets.

Frame Relay End User Port

A physical location in the Company switching office where the end user customer connects to the frame relay switch/frame relay network. It specifies how a frame relay switch sends and receives data.

Frame Relay Inter-network Connection

The physical facility, including the associated port, between the access customer's frame relay network and the Company's frame relay switch.

Frame Relay Inter-network Customer Port

The physical location in the Company's switching office where the access customer's facility connects to the frame relay access service network. It specifies how a frame relay switch sends and receives data from a frame relay access customer's network.

High Capacity Special Services

An Access Service channel for the transmission of isochronous serial data at rates of 1.544, 3.152, 6.312, 44.736 or 274.176 Megabits per second (Mbps).

Hub

A physical arrangement/location where bridging and/or multiplexing functions are provided.

Individual Case Basis

The term "Individual Case Basis" denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

Interexchange Carrier

A carrier engaged in the provision of intrastate, interstate or international telecommunications services.

Kbps

Kilobits, denotes one thousand bits per second.

Local Access

The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Access and Transport Area

Geographic areas established for defining the territory within which a Bell Operating Company may offer its exchange telecommunications and exchange access services. Other communications entities may be associated with a BOCLATA or Independent Exchange Carriers Market Service Area.

Market Service Area

The geographic area established by an Independent Exchange Carrier not associated with a Bell Operating Company LATA within which they may offer exchange or exchange access telecommunications service.

ACCESS SERVICES

DEFINITIONS (Cont'd)

Meet Point

A point designated by two Exchange Carriers for billing purposes.

Mixed Use

The use of Switched Access and Special Access services over the same wideband and high capacity facilities through a common interface.

Multiplexing

The process of combining multiple parallel circuits into a single communications channel.

Network

The Company's fiber optics based facilities and/or purchased facilities as part of an interconnection agreement.

Nonrecurring Charge

A one-time charge, generally applied to activities associated with the establishment of service, construction, rearrangements, and/or optional features and functions.

Optical Carrier Channel

The high speed optical communications path for transporting information utilizing a Synchronous Optical Channel platform.

Optional Features and Functions

These are features and functions a customer may order to improve the quality or utility of Access Services.

Packet Data Network

A high-speed digital data transport mechanism that moves variable length packets or frames through the network to the same or different addresses.

Pay Telephone

The term denotes a coin or coinless instrument provided in a public or semipublic place where Payphone Service Provider customers can originate telephonic communications and pay the applicable charges by (1) inserting coins into the equipment, or (2) using a credit card, or (3) third party billing the call, or (4) calling collect.

Payphone Service Provider

The term denotes an entity that provides pay telephone service, which is the provision of public, semi public or inmate pay telephone service.

Permanent Virtual Connection

The term denotes a software defined, end-to-end bi-directional communications path within the frame network/switch to connect a Frame Relay and User Port.

Premises

Space occupied by a customer or authorized user in a building or buildings or contiguous property (except railroad rights-of-way) not separated by a highway.

ACCESS SERVICES

DEFINITIONS (Cont'd)

Pre-subscription

An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

Point of Termination

A physical point within a LATA or Market Service Area at which the Company's responsibility for access service ends.

Recurring Charges

Monthly charges to the customer for services, facilities and equipment which continue for the agreed-upon duration of the service.

RMS Jitter

Short-term variations of the significant instants of a digital signal, peak to peak, from their ideal positions in time.

Service Order

A written request for Access Services initiated by the customer to the Company in the format devised by the Company. It is sometimes referred to as an Access Service Request (ASR). The signing of a Service Order by the customer and acceptance by the Company initiates the respective obligations of the parties set forth herein pursuant to this tariff, but the duration of service is calculated from the Service Commencement Date.

Service Commencement Date

The first day following the date on which the Company notifies the customer that the requested service or facility is available for use, unless extended by the customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff. In the latter case, the Service Commencement Date is the date of the customer's acceptance. The parties may mutually agree on a substitute Service Commencement Date.

Standard Permanent Virtual Connection

The connection of ports within the same frame relay network or switch. A software connection sometimes referred to as Permanent Virtual Connection.

Switched Access Service

Access to the Company's local switch network by an interexchange carrier for the purposes of originating and/or terminating jurisdictional communications.

Transport Interconnection Charge

A per-access minute charge applicable to transport per FCC CC Docket No. 91-213, Report and Order, March 5, 1998.

Wire Center

A building in which the Company's switching center is located for the purpose of providing service.

ACCESS SERVICES

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ACCESS SERVICES

1. APPLICATION OF TARIFF

- 1.1 This tariff sets forth the regulations, rates and charges for the provision of access service (hereinafter Services) within the Commonwealth of Virginia provided over the facilities of Navigator Telecommunications, LLC. Navigator will provide service in Virginia utilizing resale, unbundled network elements, and commercial agreements of the applicable Local Exchange Carrier.
- 1.2 Services provided to customers of Navigator Telecommunications, LLC., (hereinafter the "Company,") include, but are not limited to Common Line, Switched Access, Optional Features & Functions and other Miscellaneous Access Services associated with the provision of Access Services.
- 1.3 Services provided to customers of the Company will be provided subject to availability of equipment and facilities. In the event the requested service or services cannot be provisioned, the Company will so advise the customer in writing.

ACCESS SERVICES

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ACCESS SERVICES

2. GENERAL REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

Navigator undertakes to provide Service(s) and the furnishing of intrastate transmission of information. Navigator may offer these services over its own or resold facilities.

2.1.2 Terms and Conditions

- A. Services are provided 24 hours daily, seven days per week except as set forth in other applicable sections of this tariff. Service is provided on the basis of a minimum period of one month. For purposes of computing charges in this tariff, a month is considered to have 30 days.
- B. Customers are required to enter written service orders (ASRs) with specific descriptions of service(s) ordered as more specifically covered in the Access Ordering (Section 3) of this tariff.
- C. The Company does not undertake to transmit messages under this tariff or jointly participate in the customer's communications. The customer shall be solely responsible for message content.
- D. The Company will, for maintenance purposes, test its service to the extent necessary to detect and/or clear troubles.
- E. At the expiration of the initial term specified in each service order, or in any extension thereof, service shall continue on a month-to-month basis at the then-current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination.
- F. Service may be terminated on written notice to the customer if the customer is using the service in violation of the tariff or the customer is using the service in violation of the law.
- G. This tariff shall be interpreted and governed by the rules and/or guidelines of the Virginia State Corporation Commission.

ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Limitations

A. Assignment or Transfer of Services

The customer may assign or transfer the use of Service(s) provided under this tariff only where there is no interruption of use or relocation of the Service(s). Such assignment or transfer may be made to:

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

In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer. This acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transfer.

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.

B. Provisioning Sequence

The services offered herein will be provided to customers on a first-come, first-served basis. The first-come, first-received sequence shall be based on the received time and date recorded by stamp or other notation by the Company on the customer's Access Service Request (ASR). ASRs must contain all the required information for each respective service so delineated in other sections of this tariff. The customer's ASRs will not be deemed to have been received until such information is provided.

ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Limitations (Cont'd)

C. Ownership of Facilities

The title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors, or successors and assigns.

D. Liability

1. The liability of the Company for damages arising out of the furnishing of its services, 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 or agents.
2. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the 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.
3. The Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's customer's facilities or equipment used for connection to the Company's Services; or (b) for the acts or omissions of common carriers or warehousemen.
4. The Company shall not be liable for any damages or losses due to the fault or negligence of the customer due to the failure or malfunction of customer-provided equipment or facilities.

ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Limitations (Cont'd)

D. Liability (Cont'd)

5. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The customer indemnifies and holds 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 presence, condition, location, or use of any installation so provided. The Company reserves the right to require each customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
6. The Company is not liable for any defacement of or damage to customer premises resulting from the furnishing of service(s) or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's employees or agents.
7. 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.
8. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by customer for the specific Service(s) giving rise to the claim. No action or proceeding against the Company shall be commenced more than three years after the Service is rendered.
9. The Company makes no warranties or law, statutory representations, express or implied either in fact or by operation of or otherwise, including warranties of merchantability or fitness for a particular use.
10. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company services.

ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available Service(s) to a customer on or before a particular date, subject to the provisions of and compliance by the customer, with the regulations contained in this tariff and subject to the availability of services from 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.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the customer. The customer may not, nor may customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon written consent of the Company.
- C. The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided the customer.
- D. Equipment the Company provides or installs at the customer premises for use in connection with the Service(s) the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's employees or agents to the premises of the customer when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the customer.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities 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:
 - 1. The transmission of signals by Customer Provided Equipment or for the quality of, or defects in such transmission, or
 - 2. The reception of signals by Customer Provided Equipment.
 - 3. Network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Equipment or Facilities

- A. The Company will provide to the customer, upon reasonable notice, the Service(s) offered in other applicable sections of this tariff at rates and charges specified therein. Service(s) will be made available to the extent that such Service(s) is or can be made available with reasonable effort, and after provision has been made for the Company's telephone exchange services.
- B. The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered, when necessary because of a lack of facilities or due to some other cause beyond the Company's control.
- C. The Service(s) provided under this tariff will include any entrance cable or drop wiring and wire or intra-building cable to that point where provision is made for termination of the Company's outside distribution network facilities at a suitable location inside a customer-designated premises. Such wiring or cable will be installed by the Company to the Point of Demarcation.
- D. 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-furnished equipment 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 to the customer in writing. The Company will work cooperatively with the customer and provide reasonable time for any redesign and implementation required by the change in operating characteristics.

2.1.6 Notification of Service-Affecting Activities

The Company will provide the customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, and routine preventive maintenance. Generally, such activities are not specific to an individual customer, but affect many customers' service(s). No specific advance notice period is applicable to all Service activities. The Company will work cooperatively with the customer to determine the reasonable notification requirements. With some emergency or unplanned Service-affecting conditions, such as an outage resulting from cable damage, notification to the customer might not be possible.

ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.7 Non-Routine Installation

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

2.1.8 Special Construction/Special Arrangements

- A. Subject to the plans of the Company and to all of the regulations contained in this tariff, special construction or special arrangements to acquire facilities may be undertaken on a reasonable-efforts basis at the request of the customer. Special construction is that construction undertaken of a type other than that which the Company would normally utilize in furnishing its Service(s): over a route other than that which the Company utilize in furnishing its Service(s); where facilities are not presently available, and no other requirement exists for the facilities so constructed; on a temporary basis until permanent facilities are available; in a quantity greater than that which the Company would normally construct; facilities required on an expedited basis and/or requiring abnormal costs; or in advance of its normal construction. Special Construction charges will be determined and approved by the customer prior to the start of such construction, and be based on cost to the Company plus a reasonable administrative charge minus any credit for re-use or salvage.
- B. Special arrangements generally refer to the procurement of facilities where Company facilities are not available and where arrangements or agreements from another entity are required to provision the Service. Special arrangements do not normally require additional costs, but may require additional time to provision.

ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Customer

2.2.1 Responsibilities of the Customer

The customer shall be responsible for the following:

- A. Ensuring 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;
- B. The Service provided under this tariff shall 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;
- C. Payment of all applicable charges pursuant to this tariff;
- D. 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 on the customer premises, unless caused by the negligence or willful misconduct of the Company's employees or agents;
- E. Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the premises of the customer, and the level of heating and air conditioning necessary to maintain proper operating environment on such premises;
- F. Where applicable, obtaining, maintaining, and otherwise having full responsibility for all 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 the obtaining and maintaining the 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;

ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

2.2.1 Responsibilities of the Customer (Cont'd)

- G. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises 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;
- H. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to the location of Company facilities and equipment in any customer premises or the rights-of-way for which customer is responsible as stated, preceding, and granting or obtaining permission for Company agents or employees to enter the premises of the customer at any time for the purpose of installing, inspecting, maintaining, testing, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- I. Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- J. Customers will 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:
 - 1. Interferes with or impairs the Services(s) of the Company, other carriers, or other customers;
 - 2. Causes damage to Company facilities;
 - 3. Interferes with the privacy of communications;
 - 4. Creates a hazard to the Company's employees or the public; or
 - 5. Interferes, frightens, abuses, torments, harasses or unreasonably interferes with the use of the Company's Service by others.

ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

2.2.2 Claims

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

- A. Any loss, destruction, or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees, or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives, or invitees; or
- B. Any claim, loss, damage, expense, or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer, including, without limitation, use of the Company's Service(s) and facilities in a manner not contemplated by the agreement between customer and Company.

2.3 Customer Equipment and Channels

2.3.1 General

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 purposes other than voice grade telephonic communication except as specifically stated in this tariff.

2.3.2 Terminal Equipment

- A. Terminal equipment on the customer premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the customer.
- B. The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.3 Customer Equipment and Channels (Cont'd)

2.3.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the customer's expense.
- B. Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with the terms and conditions of the tariffs or contracts of other communications carriers which are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission 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.

2.3.4 Inspections

- A. Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in Section 2.3.2.B for the installation, operation and maintenance of customer-provided facilities, equipment, and wiring in the connection of customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for customer provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the customer promptly if there is any need for further corrective action. Within ten 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 of service, to protect its facilities, equipment and personnel from harm.

ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.3 Customer Equipment and Channels (Cont'd)

2.3.5 Prohibited Uses

- A. The Service(s) the Company offers shall not be used for any unlawful purpose or for any use as to which the customer has not obtained all required governmental approvals, authorization, licenses, consents, and 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 the Virginia State Corporation Commission regulations, policies, guidelines, orders and decisions.
- C. The Company may require a customer to immediately stop its transmission of signals if said transmission is causing interference to others.

2.4 Payment Arrangements

2.4.1 Payment for Service

The Company shall 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. End User Common Line Service (End User Service) charges are billed in advance.

The customer is responsible for the payment of all charges for facilities and Service(s) furnished by the Company. All bills, other than those for End User Service, are due 25 days after the bill day (payment date) or by the next bill date, whichever is the shortest interval, and are payable in immediately available funds.

- A. 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).

ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.2 Billing and Collection of Charges

- A. The Company will establish a bill day each month for customer accounts. 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.
- B. The Company shall present invoices for Recurring Charges monthly to the customer, in advance of the month in which Service is provided; Recurring Charges shall be due and payable within 25 days after invoice date.
- C. Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs, and will be due and payable within 25 days after invoice date.
- D. When Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro-rata basis with every month considered to have 30 days.
- E. Billing of the customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the customer that the Service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the Service or facility does not conform to standards set forth in this tariff. The Service Order Billing accrues through and includes the day that the Service, circuit, arrangement or component is discontinued.

ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.2 Billing and Collection Charges (Cont'd)

- F. All bills for Service provided to the customer by the Company are due thirty (30) days from the date of issuance of the bill. The Customer's bill will show the date on which the bill is delivered to the U.S. mail or delivered to the customer's premises as well as the date by which the payment must be received to avoid late payment charges. Payment for current service shall not be considered overdue, if payment is received by the Company within 25 days from the mailing date or delivered date of the bill. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within 25 days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5 percent.
- G. In addition to other penalties or fees, the customer will be assessed a returned payment charge of Twenty dollars (\$20) for each check or other instrument submitted by the customer to the Company which a financial institution refuses to honor for any reason.
- H. If Service is disconnected by the Company in accordance with Section 2.5.6 following, and later restored, restoration of Service will be subject to all applicable reconnection or reestablishment charges.
- I. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must pay the undisputed portion of the invoice in full and submit a documented claim for the disputed amount. The Customer shall submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within ninety (90) days of receipt of billing for those Services. Unless disputed, the invoice shall be deemed to be correct and payable in full by Customer. If the Customer is unable to resolve any dispute with the Company, then Customer may file a complaint with the Commission. The current address for filing Complaints is:

Virginia State Corporation Commission
Communications Division
Tyler Building
1300 E. Main Street
Richmond, VA 23219
Telephone: (804) 371-9420
Facsimile: (804) 371-9069

If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest or penalties will apply.

ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.3 Advance Payments

For Special Access Service, to safeguard its interests, the Company may in its sole discretion require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the Non-Recurring Charge(s) and one month's estimated usage charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated Non-Recurring charges for the special construction and Recurring Charges (if any) for a period to be set by agreement between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. The advance payment is due 10 business days following the date the Company confirms acceptance of the order, or on the application date, whichever is later. If the advance payment is not received by such payment date, the order may be cancelled. When the Customer cancels an access service request, the order will be withdrawn. Any advance payment made will not be credited or refunded.

2.4.4 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) may be provided in whole numbers to the Company. These whole-number percentages will be used by the Company to apportion usage and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail does not identify the jurisdiction of the traffic.

- A. **Originating Access:** Originating access minutes are traffic originating from the Company's Local Switching Center(s). The Customer should provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis at 50 percent interstate traffic and 50 percent intrastate traffic.

- B. **Terminating Access:** For Feature Group D Switched Access Service(s), the Customer should provide the Company with a projected PIU factor for terminating access minutes on a quarterly basis, as described in Section 2.4.4.D below.

If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis at 50 percent interstate traffic and 50 percent intrastate traffic.

- C. Except where the Company-measured access minutes are used as set forth above, the Customer-reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.4 Jurisdictional Reporting (Cont'd)

- D. Effective on the first of January, April, July and October of each year the Customer should update its interstate and intrastate jurisdictional report. The Customer should forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in 2.4.4.A and 2.4.4.B above.
- E. Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data used to determine the projected PIU factor. The Customer will supply the data within 30 days of a Company request.

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, as its own expense, has the right to retain an independent auditing firm.

2.4.5 Reserved For Future Use

ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.6 Discontinuance of Service

- A. 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.
- B. Upon violation of any of the other material terms or conditions for furnishing Service, the Company may, by giving 30 days prior notice in writing to the customer, discontinue or suspend Service without incurring any liability if such violation continues during the period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide Service to a customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the customer, may discontinue or suspend Service without incurring any liability.
- D. Upon 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.
- E. Upon the Company's discontinuance of Service to the customer under Section 2.4.6.A or 2.4.6.B, 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.

ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.7 Cancellation of Application for Service

Provisions for the cancellation of an Application for Service are provided here and are set forth in other applicable sections of this tariff.

- A. Where the customer cancels an application for Service prior to the start of Service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the customer, the Company incurs any expenses in installing the Service or in preparing to install the Service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs the Company incurred, less net salvage, shall apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with special construction or arrangements incurred by the Company.
- D. The special charges described above will be calculated and applied on a case-by-case basis.

2.4.8 Changes in Service Requested

If the customer makes or requests material changes in circuit engineering, equipment specification service parameters, premises locations, or requests expedited provisioning, or otherwise materially modifies any provision of the application for service, the customer's installation fee and/or recurring charges shall be adjusted accordingly.

ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.9 Allowances for Interruptions in Service

A Service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish Service under this tariff or in the event that the protective controls applied by the Company result in a complete loss of Service by the customer. An interruption begins when an inoperable Service is reported to the Company and ends when the Service is operable and restored to the customer. If the customer reports a Service, facility or circuit inoperable, but declines to release it for testing and repair, it is considered to be adversely affected, but not interrupted. In case of an interruption to any Service, allowance for the period of interruption, if not due to the negligence of the customer, shall be provided.

- A. For Switched Access Service, no credit shall be allowed for an interruption of less than 24 hours. The customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of any applicable monthly rate or assumed minutes of use charge for each period of 24 hours or major fraction thereof that the interruption continues. The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any monthly rate for the Service interrupted in any one monthly billing period.
- B. A credit allowance does not apply in the following cases:
1. Interruptions caused by the negligence of, or noncompliance with the provisions of this tariff by the customer, or other common carrier providing service connected to the Service of the Company.
 2. Interruptions of a Service due to the failure of equipment or systems provided by the customer or others.
 3. Interruptions of a Service during any period in which the Company is not afforded access to the premises.

ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.9 Allowances for Interruptions in Service (Cont'd)

B. A credit allowance does not apply in the following cases: (Cont'd)

4. Interruptions of Service during any period when the customer has released Service to the Company for maintenance purposes or for implementation of a customer order for a change in Service arrangements.
5. Interruptions of Service due to circumstances or causes beyond the control of the Company or where the customer continues to use the Service on an impaired basis.
6. In the case of an interruption to any Service, allowance for the period of interruption if the interruption is not due to the negligence of the customer.

C. The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any monthly rate for the service interrupted in any one monthly billing period.

D. Use of an Alternative Service Provided by the Company.

Should the customer elect to use an alternative service provided by the Company during the period that a Service is interrupted, the customer must pay the tariffed rates and charges for the alternative service used.

ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.9 Allowances for Interruptions in Service (Cont'd)

E. Re-establishment of Service Following Fire, Flood, etc.

Charges do not apply for the re-establishment of Service following a fire, flood or other occurrence attributed to an Act of God provided that the Service:

1. Is the same type as was in service prior to the occurrence,
2. Is for the same customer at the same location on the same premises, and
3. Is reestablished within 60 days of the occurrence. The 60 days may be extended a reasonable period if the renovation of the original location on the premises is not practical.

Nonrecurring charges will apply for establishing Service at a new location on the same premises or for temporary Service at a different premises pending re-establishment of Service at the original location. The customer shall, in cooperation with the Company, participate in planning the actions to be taken to enable or maintain maximum network capability following natural or man-made disasters affecting Service(s).

ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.5 Access Billing

2.5.1 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 title or ownership rights to proposals or facilities developed or utilized respectively by the Company in provision of such Services.

2.5.2 Billing Standards

A. The Company shall produce verifiable and auditable access bills in general conformance with accepted industry standards for companies that do not provide bills under a mechanized Carrier Access Billing System/Billing Output Specification (CABS/BOS) equivalent System. Access Bills will be consistent with the Small Exchange Carrier Access Billing (SECAB) Guidelines developed by the Ordering Billing Forum (OBF) of the Alliance for Telecommunications Industry Solutions (ATIS).

B. 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.

2.5.3 Meet Point Billing

When an access service is provided by more than one telecommunications company, each company jointly providing the Service will receive an order or a copy of the Access Service Request from the customer. Each telecommunications company must ensure that appropriate usage information is provided to the other telecommunications company for access minutes purposes.

A. The Company will provide Service under a multiple bill option. Under a multiple bill option, each Company providing Service will render an access bill to the customer for its portion of the Service based on its access tariff rates and regulations.

ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.5 Access Billing (Cont'd)

2.5.3 Meet Point Billing (Cont'd)

B. For Switched Access Multiple Bills, the end office company is generally the Initial Billing Company (IBC). The IBC is the company that calculates the access minutes to be billed to the customer and provides these data to each connecting company providing the Service, i.e., the Subsequent Billing Company(s). Each billing company will:

1. Prepare its own bill;
2. Determine its charge(s) for access elements;
3. Determine and include all recurring and non-recurring rates and charges of its access tariffs; and
4. Reflect its Billing Account Reference (BAR) and all connecting company Billing Account Cross Reference (BACR) code(s).

The customer will remit payment directly to each bill rendering company.

2.5.4 Duration of Use Charges

- A. Customer traffic to end offices will be measured by the Company at end office switches. Originating and terminating calls will be measured by the Company to determine the basis for computing chargeable access minutes.
- B. For originating calls, usage measurement begins when the originating switch receives the first wink supervisory signal forwarded from the customer's point of termination.
- C. The measurement of originating usage ends when the originating switch receives disconnect supervision from either the originating end user's end office or the customer's point of termination, whichever is recognized first by the switch.
- D. For terminating calls, the measurement of access minutes begins when the terminating switch receives answer supervision from the terminating user's end office.
- E. The measurement of terminating call usage ends when the terminating switch receives disconnect supervision from either the terminating end user's end office, or the customer's point of termination, whichever is recognized first by the switch.

ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.5 Access Billing (Cont'd)

2.5.5 Distance Charges

- A. Each exchange in the Commonwealth of Virginia is assigned a rate center.

For the purpose of determining airline mileages, vertical and horizontal grid lines have been established across the Commonwealth of Virginia. The spacing between adjacent vertical grid lines and between horizontal grid lines represents a distance of one coordinate unit. This unit is the square root of 0.1, expressed in statute miles. A vertical (V) and horizontal (H) coordinate is computed for each rate center from its latitude and longitude location by use of appropriate map-projection equations. A pair of V-H coordinates locates a rate center, for determining airline mileages, at a particular intersection of an established vertical grid line with an established horizontal grid line. These V&H coordinates are available from the Company.

The mileage for multipoint interexchange channel services is that combination of airline distances between rate centers which will produce the lowest total interexchange mileage charge

- B. Where charges for a service are based upon distance, the distance is determined in the following manner:

The airline mileage between any two points/wire center is calculated by using the "AV" and "AH" coordinates of the points, as defined in industry publications, and available from the Company, in the following manner:

Step 1: Obtain the "V" (vertical) and "H" (horizontal) coordinates for each point/wire center from the above-referenced Telcordia document.

Step 2: Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.

Step 3: Square each difference obtained in Step 2 above.

Step 4: Add the square of the "V" difference and the square of the "H" difference obtained in Step 3 above.

Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

Step 6: 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.

The formula for distance calculations is:

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

ACCESS SERVICES

2. GENERAL REGULATIONS (Cont'd)

2.5 Access Billing (Cont'd)

2.5.6 Suspension, Termination or Refusal of Service

- A. Service may be suspended or terminated for nonpayment (subject to exceptions provided in Section 2.5.7) of any bill until such bill is paid. If Service is suspended for nonpayment, the customer must make any payment due prior to reestablishment of Service. If Service is terminated for nonpayment, the customer must remit a connection charge as well as any payment due prior to reconnection of Service.
- B. Upon violation of any other material terms or conditions for furnishing service, suspension or termination of Service will not be made until after: (1) at least 10 days written notification has been served personally on the customer; (2) at least 30 days after verification of receipt of certified mail has been made by the Company; or (3) at least 30 days after the customer has refused a certified or registered written notification mailed to the customer billing address. Service shall not be suspended or terminated on weekends, legal holidays or on days when the business office of the Company is not open for business.
- C. When a customer refuses to pay bills rendered (subject to exceptions shown in Section 2.5.7) the Company may refuse to process existing orders for Service(s) or to accept new orders for Service.
- D. The Company, after providing notice in writing to the customer, may 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. Customers will have an appropriate opportunity to respond to such notice.

2.5.7 Exceptions to Suspension, Termination or Refusal of Service

- A. Service(s) shall not be suspended, terminated, or refused in the following instances:
 - 1. For nonpayment of billed amounts that are in dispute while an investigation of the dispute is being made by the Company (undisputed amounts and subsequent bills must be paid on a timely basis; the Company shall be the sole determiner of a frivolous dispute);
 - 2. For nonpayment of Service which has been billed but not rendered; or
 - 3. For nonpayment of billed amounts for charges other than those for the Service.

ACCESS SERVICES

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ACCESS SERVICES

3. **ACCESS ORDERING**

3.1 General

This section sets forth the regulations and order related charges for Service(s) shown in other sections of this tariff. Order charges are in addition to other applicable charges for Service(s) provided. An Access Service Request (ASR) is an order to provide the customer with Switched and Access Related Service, or to provide changes to existing access services.

A customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical except for those for multi-point Service.

The customer shall provide to the Company the following information in addition to other requirements of this section:

- Customer name and premises address,
- Billing name and address, if different from customer name and address,
- Customer contact name(s) and telephone number(s) for order confirmation, order provisioning information, order negotiation, interactive engineering design, installation and billing.

3.1.1 Service Installation

The Company will provide Access Service in accordance with the customer's requested Service date, subject to the constraints established by the Company schedule of Service dates.

The Company schedule shall specify the applicable service interval for Service(s) and the quantities of Service(s) that can reasonably be provided by a service date. Said schedule will be available to customers upon request and will be provided in a reasonable period of time.

Installation of Service(s) will be during Company business days and hours. Customer requests for installations outside of scheduled work hours, if agreed to by the Company, will be subject to applicable additional labor charges.

The Company will not accept orders for Service that are for a date more than six months from the current date. The Company will, however, accept information for planning purposes in advance of order placement.

ACCESS SERVICES

3. ACCESS ORDERING (Cont'd)

3.1 General (Cont'd)

3.1.2 Expedited Orders

When a customer places an Access Service Request (ASR) and requests a Service date that is prior to the Company's applicable interval service date of the Company, or when a customer requests an earlier Service date on an existing ASR, the Company, in addition to other applicable charges for modification or Service date change, will determine if it can meet the requested date and what additional labor and/or extraordinary costs are required. The customer will be notified of the additional estimated costs for authorization.

Upon authorization of additional costs by the customer, the Company will keep a record to accumulate such costs and assure that costs will not exceed 10 percent of the estimated charges to the customer.

3.1.3 Selection of Facilities

The option to request a specific path or channel is not provided to the customer, but within the purview of the Company.

Where special facilities routing is provided, the customer may request a specific channel or transmission path be used to provide Service in which case the Company will make a reasonable effort to accommodate the customer request.

3.2 Ordering Requirements

3.2.1 Switched Access Service

When ordering Switched Access Service, the following information shall be provided by the customer:

- A. The number of Busy Hour Minutes of Capacity (BHMC) from the customer designated premises to the end office or the number of trunks desired between the customer designated premises and the entry switch;
- B. Optional Features desired; and
- C. Projected percentage of jurisdictional use.

ACCESS SERVICES

3. ACCESS ORDERING (Cont'd)

3.2 Ordering Requirements (Cont'd)

3.2.2 Miscellaneous Services

- A. Miscellaneous Services may include, but are not limited to testing, special facilities routing, and additional labor. These items may be ordered initially or may subsequently be added to a pending order at any time up to and including the service date for the Access Service. When a Service date change results from ordering these Miscellaneous Services, the appropriate Service Date Change and/or Design Change charge will apply.
- B. When the Company determines that Additional Engineering is necessary to accommodate a customer request, the customer will be notified by the Company of the reason for, and amount of Additional Engineering. A firm order will only be established where the customer agrees to the Additional Engineering. The Company will assure that Additional Engineering charges do not exceed the estimate by more than 10 percent.
- C. In any instance where an Access Order affects more than one communications company, the customer must also provide a copy of the order to the company(s) involved.

3.3 Access Ordering Charges

3.3.1 Access Order Charge

- A. An Access Order Charge is applied to all customer requests for new, additions, or changes and rearrangements to existing Switched Access Service except as follows:
 - 1. When a Service Date Change Charge is applicable;
 - 2. When a Design Change Charge is applicable;
 - 3. When a change to a pending order does not result in the cancellation of the pending order and the issuance is a new order;
 - 4. When a Miscellaneous Service Order Charge is applicable;
 - 5. When a Pre-subscription Charge is applicable; or
 - 6. When a Company initiated network reconfiguration requires a customer's existing access service to be reconfigured.

ACCESS SERVICES

3. ACCESS ORDERING (Cont'd)

3.3 Access Ordering Charges (Cont'd)

3.3.1 Access Order Charge (Cont'd)

- B. An Access Order Charge will be applied on a per order basis to each order, or copy of an order received by the Company.

3.3.2 Access Order Change Charge

Access Order Change Charges involve service date changes and/or design changes. A change would be a customer request any time prior to the Service date for the requested Service(s). Any increase in the number of Switched Access lines, or trunks will be treated as a new order (for the increased amounts) rather than a change order.

3.3.3 Service Date Change Charge

A change of Service date is a change of the scheduled Service date by the customer to either an earlier date or a later date does not exceed 30 calendar days from the original Service date. The customer may request a change of Service date on a pending Access Service Request prior to the Service date, and if the Company can accommodate the change, a new Service date will be set, and a service date change charge will apply.

3.3.4 Design Change Charge

A design change is any change to an Access Service Request that requires engineering review prior to the requested service date. Design changes do not include a change of CDP, first point of switching. Changes of this nature require the issuance of a new order and the cancellation of the original order. Design changes would include such items as the addition or deletion of optional features or functions, change in type of transport termination, type of channel interface group or technical specification changes.

The Company will review the requested customer change and notify the customer whether the change is a design change, if it can be accommodated, and if a new Service date is required. On customer approval, a Design Change Charge would apply in addition to any other charges (e.g., service date change).

ACCESS SERVICES

3. ACCESS ORDERING (Cont'd)

3.3 Access Ordering Charges (Cont'd)

3.3.5 Miscellaneous Service Order Charge

A Miscellaneous Service Order Charge is for compensation of administrative expenses associated with issuing the order associated with the provision of Miscellaneous Services such as overtime repair, standby repair, testing, and other labor. The charge does not apply to Service(s) where a pending Service order exists, such as additional engineering, overtime installation, standby acceptance testing, testing with other companies with acceptance testing and additional cooperative acceptance testing.

3.3.6 Cancellation of Access Order Charge

A. A customer may cancel an Access Order for the installation of Service on any date prior to the Service date. The cancellation date is the date on which the Company receives written notice from the customer. When a customer cancels an Access Service Request, a Cancellation Charge will apply as follows:

1. Installation of Switched Access Service facilities is considered to have started when the Company incurs any cost in connection with provisioning the Service that otherwise would not have been incurred.
2. When installation of access facilities has been started prior to the cancellation, a charge equal to the lower of either the cost incurred in such installation, less net salvage, or the charges for a minimum period for the service will apply.
3. Any partial cancellation (e.g., cancellation in the number of trunks, channels ordered) will be treated as a cancellation and subject to applicable charges as stated in this Section.

Where the customer cancels an Access Service Request prior to the start of installation of access facilities and no costs have occurred, no charges shall apply.

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ACCESS SERVICES

4. SWITCHED ACCESS

4.1 General

The Company provides originating and terminating switched access service through a single blended rate based on aggregate traffic volumes from the following cost categories:

4.2 Carrier Common Line (CCL)

The Carrier Common Line portion of Switched Access is associated with the local loop, drop and associated equipment from the end office switching center to the End User Customer. The Company will provide the use of Company common lines by a customer for access to end users at rates and charges set forth in Section 6. Jurisdictional rates apply for originating, terminating, and terminating only usage.

The customer facilities at the premises of the ordering customer shall provide the necessary on-hook and off-hook supervision.

All Switched Access Service provided to the customer will be subject to the Carrier Common Line charges, excluding the Common Channel Signaling Access exemption.

4.2.1 Rate Categories

Carrier Common Line Service is included in the rate for Access Service in Section 6.

4.3 End User Access Service

The Company will provide End User Access Service to end users who obtain local exchange service from the Company under its local exchange tariff. This service is known as End User Common Line (EUCL). A EUCL charge applies to each single local business exchange service, end user and multiparty services. Charges are as set forth in Navigator's Federal Communications Commission No. 3 tariff. The EUCL charge applies to each individual line or trunk. In the case of multiparty service, each party is deemed to be a user of an EUCL.

4.3.1 Rate Categories

The rate categories will be determined by regulatory rules, but may include any of the following or another method as determined by the FCC:

Rate per end user line,

Rate per access minute, or

Surcharge per line or Surcharge on revenues.

ACCESS SERVICES

4. SWITCHED ACCESS (Cont'd)

4.4 End Office

Switched Access Service provides for the use of common switching, terminating, and trunking facilities between a customer designated premises and an end-user's premises for originating and terminating traffic. The Company provides Switched Access (Equal Access) service, which is furnished in quantities of trunks or busy hour minutes of capacity (BHMC). Switched Access Service consists of local transport and the appropriate end office switching and functions to enable an interexchange carrier customer to provide message toll service (MTS) and 1+, or when required, an access code of 101XXXX services. Rates are set forth in Section 6.

4.4.1 Rate Categories

Rate categories and descriptions include the following:

- A. Local Transport: Charges for trunks related to the transmission and tandem switching facilities, if appropriate, between the customer designated premises and the end office switch where the customer's originating or terminating traffic is switched. Local Transport consist of two elements: Local Transport Termination and Local Transport Facility. A customer may also request optional features and functions which have appropriate charges.
- B. End Office/Local Switching: Charges related to the Company local end office switching entity which routes traffic to and from end users to interexchange carrier customers. The end office rate category includes two elements; Local Switching per access minute of use, and an in Information/Intercept Surcharge per access minutes of use or Information Surcharge per information call use as determined by the serving arrangement.

ACCESS SERVICES

4. **SWITCHED ACCESS** (Cont'd)

4.4 End Office (Cont'd)

4.4.1 Rate Categories (Cont'd)

C. Optional Features and Functions: Those features and functions that are available in lieu of or in addition to the standard features provided with Access Service. They include, but are not limited to:

1. Automatic Number Identification - this option provides the automatic transmission of a ten-digit number and information digits to the customer designated premises to identify the calling station on a call-by-call basis. Where complete ANI detail cannot be provided, information digits will be provided to the customer.
2. Service Class Routing - this option provides the capability of directing originating traffic from an end office to a trunk group to a customer designated premises, based on the line class of service (e.g., coin or hotel/motel), service prefix indicator (0-, 0+, 01+, or 011+).
3. Trunk Access Limitation - provides for the routing of originating 900 service calls to a specified number of transmission paths in a trunk group, in order to limit (choke) the completion of such traffic to the customer.

Calls to the designated service, which could not be completed over the subset of transmission paths in the trunk group would be routed to a reorder tone.
4. Call Gapping Arrangement - provides for the routing of originating calls to 900 service to be switched in the end office to all transmission paths in a trunk group at a pre-subscribed rate of flow, (e.g. one call every four seconds), in order to limit the completion of such traffic to the customer.
5. Other Optional Features and Functions - both chargeable and non-chargeable, may be available from the Company such as Hunt Group Arrangement, Uniform Call Distribution Arrangement, Non-hunting Number Associated with Hunt Group Arrangement, and Operator Trunk - Full Feature, upon customer request.

ACCESS SERVICES

4. **SWITCHED ACCESS** (Cont'd)

4.5 Switched Access Service Specifications - Company Requirements

The provision of Switched Access Service has certain obligations of the Company in addition to those listed in Section 2 preceding. They are as follows:

4.5.1 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all communications users of those services. Generally service levels are acceptable when customers are able to establish connections without delay. The Company maintains the right to apply protective controls in the provision of Switched Access Service. Generally protective controls would be taken as a result of occurrences such as failure or overload of Company or customer facilities, natural disasters, mass calling demands, or national security demands.

4.5.2 Transmission Specifications

Each Switched Access Service transmission path is provided with industry standard transmission for its type of service. The Company will work in cooperation with the customer to insure that those parameters are met. In the event the established specifications are not maintained, the Company may require immediate corrective action and may work independently or in cooperation with the customer to remedy the situation.

4.5.3 Provision of Service Performance Data

Service Performance data relative to end-to-end call completion and related performance items may be made available to the customer subject to availability and format on a previously arranged and scheduled basis. Such information will generally be provided in paper format. If other than paper format is desired, charges may apply and would be based on an individual case basis. Trunk Group Measurement reports in the form of CCS, peg count and overflow based on previously agreed to intervals may also be provided.

4.5.4 Testing

Certain testing services offered under the tariff are subject to the availability of qualified personnel and test equipment. Acceptance Testing and Routine Testing will be provided at no additional charge and shall be mutually arranged by the Company and the customer.

ACCESS SERVICES

4. **SWITCHED ACCESS** (Cont'd)

4.6 Switched Access Specifications - Customer Requirements

The provision of Switched Access Service has certain obligations of the customer in addition to those set forth in Section 2 preceding, as follows:

4.6.1 Report Requirements

The customer is responsible for providing reports to the Company, when applicable. Such reports include:

- A. Jurisdictional Reports are required when customer orders Access Service with both intrastate and interstate use so that charges may be apportioned in accordance with those reports.
- B. Code Screening Reports are required when customer orders service class routing, trunk access limitation or call gapping arrangements. The customer must report the number of trunks and/or appropriate codes to be instituted in each end office for each of the arrangements ordered.
- C. Trunk Group Measurement Reports with the agreement of the customer, trunk group data in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible will be made available to the Company. These data, which will be used to monitor trunk group utilization and service performance, will be based on previously arranged intervals and format.
- D. Supervisory Signaling necessary on-hook, off-hook supervision shall be provided by the customer's facilities in order to provide answer and disconnect supervision.

ACCESS SERVICES

4. **SWITCHED ACCESS** (Cont'd)

4.7 Toll Free Service Access Code - Database Access Service

Toll Free Service Access Code Data Base Access Service is provided with switched access service. When a 1+ (e.g., 800, 888, or other toll free number) + NXX + XXXX call is originated by an end user, the Company will utilize the Signaling System 7 (SS7) network to query a Toll Free Service Access Code Data Base to perform the identification function. The call will then be routed to the identified customer over switched access. The manner in which Toll Free Service Access Code Data Base Access Service is provided is dependent on the availability of SS7 service at the end office from which the service is provided as outlined below:

- 4.7.1 When Toll Free Service Access Code Data Base Access Service originates at an end office equipped with Service Switching Point (SSP) capability for querying centralized data bases, all such service will be provisioned from that end office.
- 4.7.2 When Toll Free Service Access Code Data Base Access Service originates at an end office not equipped with SSP customer identification capability, the Toll Free Service Access Code call will be delivered to the access tandem on which the end office is homed and which is equipped with the SSP feature to query centralized data bases.

Query charges as set forth in the following are in addition to those charges applicable for the switched access service.

Vertical Feature Package (VFP)

This feature package, available only with Toll Free Data Base Access Service, provides feature functionality in addition to the basic query. The feature package may include various destination options such as POTS Translation, carrier selection, time-of-day routing, day-of-week routing, specific-date routing, geographic routing, routing based on percent of allocation, and emergency routing profiles.

ACCESS SERVICES

4. SWITCHED ACCESS (Cont'd)

4.8 Switched Transport

The Switched Transport rate category provides the transmission facilities between the customer's premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications. For purposes of determining Switched Transport mileage, distance will be measured from the wire center that normally serves the customer's premises to the end office switch(es).

Switched Transport is a two-way voice frequency transmission path composed of Switched Entrance facilities, Direct Trunked Transport facilities, and/or Tandem Switched Transport facilities which permit the transport of calls in the originating direction (from the end user end office switch to the customer's premises) and in the terminating direction (from the customer's premises to the end office switch), but not simultaneously.

Switched Transport is provided at the rates and charges set forth in Section 6.2.

Switched Transport is comprised of an Entrance Facility rate category, as described in (1) following, a Direct Trunked Transport rate category, as described in (2) following, and a Tandem Switched Transport rate category, as described in (3) following.

4.8.1 Entrance Facility Rate Category

An Entrance Facility provides the communication path between a customer's premises and the Telephone Company SWC of that premises for the sole use of the customer. The Entrance Facility category is comprised of a Voice Grade rate, a DS1 rate or a DS3 rate. An Entrance Facility is required whether the customer's premises and the SWC are located in the same or different buildings.

4.8.2 Direct Trunked Transport Rate Category

Direct Trunked Transport provides the transmission path from the SWC of the customer's premises to an end office or from the SWC to a tandem or, in the case of voice grade service used for FGA, from the SWC to the Dial Tone Office (DTO). This transmission path is dedicated to the use of a single customer.

The Direct Trunked Transport rate category is comprised of a monthly fixed rate and a monthly per mile rate based on the facility provided (i.e., Voice Grade, DS1, or DS3). The fixed rate provides the circuit equipment at the ends of the transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The Direct Trunked Transport rate is the sum of the fixed rate and the per mile rate. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the SWC of the customer's premises and the end office or directly to the access tandem using the V&H coordinates method

ACCESS SERVICES

4. **SWITCHED ACCESS** (Cont'd)

4.8 Switched Transport (Cont'd)

4.8.3 Tandem Switched Transport Rate Category

Tandem Switched Transport provides the transmission facilities from the SWC of the customer's premises to an end office utilizing tandem switching functions. Tandem Switched Transport consists of circuits dedicated to the use of a single customer from the SWC of the customer's premises to the access tandem and circuits used in common by multiple customers from the access tandem to an end office.

The Tandem Switched Transport rate category is comprised of a Tandem Transport fixed MOU rate, Tandem Transport Per Mile/Per MOU rate, and a Tandem Switching MOU rate. The fixed rate provides the circuit equipment at the end of the interoffice transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment between the end points of the interoffice circuit. For purposes of determining the per mile per minute of use rate, tandem mileage shall be measured as airline mileage between the tandem and the end office using the V&H coordinates method. The Direct Trunked Transport shall be measured, via V-H coordinates, between the customer's SWC and the tandem. The Tandem Switching rate provides for tandem switching facilities.

The Tandem Switched Transport fixed rate and the Tandem Transmission per mile/per MOU rate also apply to FGA with a Voice Grade Facility. The miles are measured from the DTO to the End Office.

Transport Multiplexing Rate

The Transport Multiplexing rate provides for the use of common DS3 to DS1 multiplexers in the end office side of the access tandem for traffic that is switched at an access tandem and/or Feature Group A traffic.

ACCESS SERVICES

4. **SWITCHED ACCESS** (Cont'd)

4.9 Rate Regulations

This section contains a brief description and the general regulations governing the rates and charges that apply for Switched Access Service.

4.9.1 Description and Application of Rates

Switched Access Service rates are generally of two types, usage rates and non-recurring rates. Usage rates may be minute, and/or distance sensitive, occurrence and/or quantity sensitive or combinations of these usage elements. Non-recurring rates are one-time charges that apply for a specific work activity. Examples would include installation of service, rearrangements of service, moves and changes of service, provision of optional features and functions not ordered initially, service date changes, service design changes, cancellation of access, orders for additional engineering, and expedited orders.

A. Minimum Monthly Charge

Switched Access Service is provided subject to a minimum monthly charge for the total capacity provided. The charge shall be calculated based on the sum of the recurring charges of rate elements associated with services ordered, based on a 30-day month.

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Section 5 - Contents

5. Miscellaneous Access Service

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ACCESS SERVICES

5. MISCELLANEOUS ACCESS SERVICE

5.1 General

Miscellaneous Access Service may be provided by the Company at the request of a customer on an Individual Case Basis if such service arrangements are: not offered under other sections of this tariff; the facilities utilized to meet the request are of a type normally used by the Company in furnishing service; the service or arrangements are compatible with other services and facilities; the service is available and within the Company's personnel and capital resources. Charges may include nonrecurring, recurring and/or special, terminating costs or combinations thereof.

5.2 Services Offered

Miscellaneous Access Services may include, but are not limited to the following: Special Access; Frame Relay; Switch 56; High Capacity; XDSL; Video Program; Special Construction; Additional engineering or Labor; Maintenance of Service; New Access Services; Testing Services; Pre-subscription; Verification of Orders for Long Distance. Miscellaneous Access Service is provided to customers on an individual case basis in accordance with rules of the Virginia State Corporation Commission.

5.2.1 Special Construction

Special construction would include the costs for the provision of an Access Service that may not be available over such routes, facilities or equipment normally provided.

5.2.2 Additional Engineering or Labor

Additional Engineering will apply when requested and approved by the customer as follows: (1) when a customer requests additional information subsequent to the Company-provided DLR information; (2) when additional engineering time is required for a customized order; or (3) when a customer requests a design change and additional engineering time is required.

Additional Labor will apply when requested and approved by the customer for the following: (1) for overtime installation or repair specifically requested by the customer outside of normal Company working hours; (2) standby of Company personnel for acceptance testing on installations or cooperative testing in excess of one hour; or (3) when labor is required to meet a specific customer request not covered by any other section of this tariff.

5.2.3 New Services

New services not offered in this tariff can be provided under a Special Assembly arrangement as discussed in Section 5.2.7. New services will also be tariffed and subsequently provided under an Individual Case Basis arrangement as shown in Section 5.2.6.

ACCESS SERVICES

5. MISCELLANEOUS ACCESS SERVICE (Cont'd)

5.2 Services Offered (Cont'd)

5.2.4 Testing

When the customer requests testing which is beyond that which is normally provided at Company locations in connection with Service(s) and at customer designated premises, additional charges will apply when accepted and approved by the customer. All testing of this type shall be subject to availability of the necessary qualified personnel and test equipment. A request for testing that is not consecutive with an employee's scheduled work period is regarded as a call out. A minimum call out of four hours will apply

5.2.5 Pre-subscription

Pre-subscription is the process by which an end user customer may select and designate an interexchange carrier (IC) for the provision of intrastate toll service. This IC is referred to as the end user's pre-designated IC. An end user customer may indicate a primary interexchange carrier or may elect to select an IC on a per call basis by dialing an access code to make toll calls. Customers that have pre-designated an IC may also dial an access code to direct calls to an alternative IC on a per-call basis. No initial charges are associated with pre-subscription.

A customer may initiate a pre-subscription change at any time. The Company will maintain a listing of all available interexchange carriers and provide them on a random sequential basis to aid the customer in the selection process. The change of an IC is subject to the appropriate non-recurring charge.

If an IC requests a primary interexchange carrier (PIC) change on behalf of a billed party with appropriate authorization and the customer advises the Company the authorization is denied, the customer will be reassigned to its previously selected IC if a change has already taken place and the IC that requested the change will be subject to an Unauthorized PIC Change Charge in addition to the normal PIC change charge.

A. Unauthorized Preferred Carrier Change

An unauthorized preferred carrier change is a change in the preferred intraLATA toll provider that the end user or Pay Telephone Service Provider denies authorizing. If an end user or Pay Telephone Service Provider denies authorizing a change in intraLATA toll presubscription as submitted by the alleged unauthorized toll provider, the alleged unauthorized toll provider will be assessed the intraLATA toll presubscription change charge as specified in Section 6.5 for:

1. The previously disputed change charge to the end user or Pay Telephone Service Provider.

ACCESS SERVICES

5. MISCELLANEOUS ACCESS SERVICE (Cont'd)

5.2 Services Offered (Cont'd)

5.2.6 Individual Case Basic (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those shown for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

The Company will maintain records of its ICB contracts for Commission review as conditions or circumstances may require.

5.2.7 Special Assembly

The Company may provide a unique intrastate service arrangement for a customer where no tariffed service exists for the service. This service can be provided via a Special Assembly.

The Company will maintain records of its Special Assembly contracts for Commission review as conditions or circumstances may require.

5.2.8 Blocking Service

A. International Blocking Service

The Company will provide International Blocking Service to customers who obtain Switched Access Service under this tariff. This service is only provided at appropriately equipped Company end offices.

On each line or trunk for which International Blocking Service is ordered, the Company will block all direct dialed international calls that use the call sequence of 011+ the appropriate access code dialing arrangements for international calling. When capable, the Company will route the blocked calls to a recorded message.

An International Blocking Service charge applies for each new or existing exchange line or trunk or Switched Access line to which International Blocking Service is added or removed. Charge does not apply when blocking is removed from an exchange line or trunk or Switched Access line at the same time it is disconnected.

A Miscellaneous Service Order Charge as set forth in Section 6 will apply to orders adding or removing International Blocking Service that are placed subsequent to the initial installation of the associated exchange line(s) or trunk(s) or Switched Access line(s). This charge does not apply when blocking is removed from an exchange line or trunk or Switched Access line at the same time that it is disconnected.

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ACCESS SERVICES

6. RATES AND CHARGES

6.1 General

Rates for service will include nonrecurring charges, recurring charges for the rate elements or items specified in previous sections of this tariff, miscellaneous charges, or combinations of same and are identified herein.

	<u>Per/Minute</u>
6.2 Intrastate Switched Access Charge (1)	\$0.029000
6.3 Toll Free Data Base Access Service	
Basic Query Charge, per Query	\$0.003089
Vertical Feature Package (VFP), per Query	\$0.000327

(1) The benchmark rate was adopted from the approval date of this tariff until March 30, 2008, in accordance with provisions contained in Case Nos. PUC-2006-00154 and PUC-2007-00033. The benchmark rate includes elements for end office switching, carrier common line, local transport (10 miles), and tandem switching functions.

ACCESS SERVICES

6. RATES AND CHARGES (Cont'd)

6.4	Access Order Charges	<u>Per Order/Per Occurrence</u>
	Access Order Charge	-
	Design Change Charge	\$32.96
	Service Date Change Charge	\$14.77
	Miscellaneous Service Order Charge	\$32.96
6.5	Miscellaneous Services	<u>Nonrecurring Charge</u>
	A. Unauthorized PIC Change	
	Business Per Telephone Exchange Service Line or Trunk	\$32.09
	Per Pay Telephone Exchange Service Line or Trunk	\$51.81
	B. Billing Name and Address Service	
	Service Establishment Charge, for the initial establishment of BNA service on a mechanized or paper basis:	\$250.00
	Per Request:	\$50.94
	Per Account Within an Individual Request (Subscriber Line)	\$0.33
	C. Originating Line Screening (OLS) Service	
	Per Exchange Service Line	\$7.16