

**ACCESS SERVICES**

NHPUC No. 1 - Telephone  
TDS Metrocom, LLC

Title Sheet  
Original Title Sheet 1

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**New Hampshire Access Services Tariff  
TDS Metrocom, LLC**

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
GOVERNING THE PROVISION OF ACCESS SERVICES  
FOR CONNECTION TO COMMUNICATIONS FACILITIES WITHIN  
THE STATE OF NEW HAMPSHIRE**

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ISSUED: September 8, 2016  
EFFECTIVE: October 8, 2016

ISSUED BY:   
Joel Dolmeier, Vice-President

**ACCESS SERVICES**

NHPUC No. 1 – Telephone  
TDS Metrocom, LLC

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## ACCESS SERVICES

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### TARIFF FORMAT

The following symbols will be used throughout this tariff for purposes of revising the tariff as indicated below:

- C To signify a regulation that has been changed
- D To signify a rate or regulation which has been discontinued
- I To signify a rate which has been increased
- M To signify a move in the location of text
- N To signify a new rate or regulation
- R To signify a rate which has been reduced
- S To signify a matter which has been reissued

### APPLICATION OF TARIFF

This tariff sets forth the access service offerings, rates, terms and conditions applicable to TDS METROCOM, LLC's (Company) furnishing of intrastate access services in the state of New Hampshire. To the extent that the terms of this tariff are inconsistent with the terms of any Agreement between the Company and any Carrier, the terms of such Agreement shall govern, except as otherwise provided in such Agreement.

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## ACCESS SERVICES

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### DEFINITIONS

Certain terms used generally throughout this tariff for the Access Services of this Company are defined below.

ACCESS CODE: A uniform seven digit code assigned by the Company to an individual Customer. The seven digit code has the form 950-XXXX or 101XXXX.

Access Service: Switched Access to the network of an interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

Automatic Number Identification (ANI): The term "Automatic Number Identification" denotes the Multi-Frequency (MF) signaling parameter that identifies the billing number of the calling party.

Calling Party Number (CPN): The term "Calling Party Number" denotes the SS7 out of band signaling parameter and the MF or other in band signaling parameters that identifies the subscriber line number or directory number of the calling party.

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Charge Number (CN): The term "Charge Number" denotes the SS7 out band signaling parameter and the MF or other in band signaling parameters that identifies the billing telephone number of the calling party.

Co-Carrier: Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

Commission: New Hampshire Public Utilities Commission

Common Channel Signaling (CCS): A high-speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

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## ACCESS SERVICES

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### DEFINITIONS

Company: TDS Metrocom, LLC, issuer of this tariff

Constructive Order: Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer.

Customer: The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this tariff, including but not limited to End- Users, Interexchange Carriers (IC's), Toll Providers, local exchange providers, wireless, and other telecommunications carriers or providers of originating or terminating toll VoIP-PSTN traffic.

8XX Data Base Access Service: The term "8XX Data Base Access Service" denotes a toll-free originating Trunk side Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 844, 866, 877, or 888 as available) is used.

End User: An individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Entrance Facility: A trunk facility connecting the Customer's point of presence with the local switching center.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

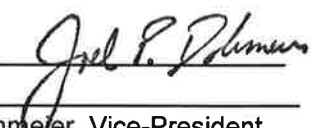
Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

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## ACCESS SERVICES

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### DEFINITIONS

Interexchange Carrier (IXC) or Interexchange Common carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

Internet Protocol (IP) Signaling: The term “Internet (IP) Signaling” denotes a packet data-oriented protocol used for communicating call signaling information.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Line Information Data Base (LIDB): The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access: The connection between a Customer’s premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service Customerstateion channels are terminated for purposes of interconnection to each other and to interoffice trunks.

MOU: Minutes of use.

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved is providing a portion of the Access Service agrees to bill under its respective tariff.


Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company’s Network.

Multi-Frequency (MF) Signaling: The term “Multi-Frequency (MF) Signaling” denotes an in-band signaling method in which call signaling information is transmitted between network switches using the same voice band channel used for voice.

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### DEFINITIONS

Mutual Traffic Exchange: A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other “in kind” for terminating local exchange traffic on the other’s network.

Network Services: The Company’s telecommunications Access Services offered on the Company’s Network.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

On-Hook: The idle condition of Switched Access or a telephone exchange service line.

Originating Direction: The term “Originating Direction” denotes the use of Access Service for the origination of calls from an End User Premises to a Customer’s Premises.

Out of Band Signaling: An exchange assess signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company’s Network.

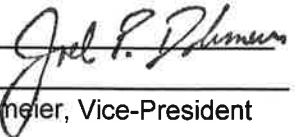
Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: 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).

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## ACCESS SERVICES

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### DEFINITIONS

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Remote Switching Modules/Systems: The term “Remote Switching Modules/Systems” denotes small, remotely controlled electronic end office switches which obtain their call processing capability from an electronic Host Central Office. The Remote Switching Modules/Systems cannot accommodate direct trunks.

Service Order: The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Order Request by the Customer in the manner specified in this tariff.

Service(s): The Company’s telecommunications Access Services offered on the Company’s Network.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): the common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this tariff.

TDS METROCOM: TDS METROCOM, LLC, issuer of this tariff

Terminating Direction: The term “Originating Direction” denotes the use of Access Service for the origination of calls from a Customer’s Premises to an End User Premises.

Toll VoIP–PSTN Traffic: The term “Toll VoIP-PSTN Traffic” denotes a customer’s interexchange voice traffic exchanged with the Telephone Company in Time Division Multiplexing (TDM) format over PSTN facilities, which originates and or terminates in Internet Protocol (IP) format. “Toll VoIP-PSTN Traffic” originates and/or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premise equipment.

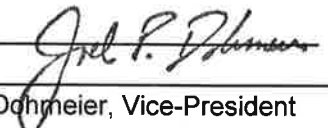
Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Wireless Provider: Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

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**RULES AND REGULATIONS****A. UNDERTAKING OF TDS METROCOM, LLC****1. Scope**

The Company undertakes to furnish access services in accordance with the terms and conditions set forth in this tariff. TDS Metrocom, LLC may offer these services over its own or resold facilities.

TDS Metrocom, LLC installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under the Tariff. TDS Metrocom, LLC may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the TDS Metrocom, LLC **network**. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis, unless otherwise indicated, and are available twenty-four (24) hours per day, seven days per week.

**2. Shortage of Equipment or Facilities**

- a. All services are subject to the availability of suitable facilities. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- b. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

**ACCESS SERVICES**

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**RULES AND REGULATIONS**

**A. UNDERTAKING OF TDS METROCOM, LLC (Continued)**

**3. Terms and Conditions**

- a. The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services. The Customer remains liable for all obligations under this Tariff and the Company shall have no liability to any person or entity other than the Customer
- b. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.
- c. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.
- d. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to Section A.4 below.
- e. The Customer agrees to return to the Company all Company-provided equipment delivered to the Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer failure to comply with this provision.
- f. The use of the Company's services without payment for services or attempt to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers is prohibited.

## ACCESS SERVICES

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TDS Metrocom, LLC

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### RULES AND REGULATIONS

#### A. UNDERTAKING OF TDS METROCOM, LLC (Continued)

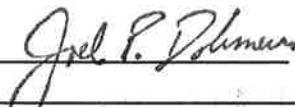
##### 4. Liability of the Company

- a. The liability of the Company for the 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 the failure to furnish the service, whether caused by acts or omissions shall be limited to the extension of allowances for interruptions as set forth in F. The extension of such allowances 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, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts to omissions or negligence of the Company's employees or agents.
- b. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government or any state or local governments having or claiming jurisdiction over the Company, 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 of materials; or strikes, lock-outs, work stoppages, or other labor difficulties when it does not involve the company's employees.
- c. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customer facilities or equipment used for or with the services the Company offers.
- d. The Company is not liable for damages or losses due to the fault or negligence of the Customer or due to the failure of the malfunction of Customer-provided equipment or facilities.
- e. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from any and all claims by any person relating to such Customer's use of services so provided.
- f. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal of thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

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## ACCESS SERVICES

### RULES AND REGULATIONS

A. UNDERTAKING OF TDS METROCOM, LLC (Continued)

4. Liability of the Company (Continued)

- g. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from the Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- h. With respect to any claim or suit, by a Customer or by any other, for damages associated with the installation, provision, termination, maintenance, repair, or restoration of service, the Company's liability, if any, shall not exceed an amount equal to the proportionate part of the monthly recurring charge for the service for the period during which the service was affected. This liability shall be in addition to any amounts that may otherwise be due the Customer under this tariff as an allowance for interruption of service.
- i. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

5. Notification of Service – Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to the following:

- equipment or facilities additions,
- removal or rearrangements,
- routine preventative maintenance, and
- major switching machine change-out

Generally, such activities are not individual Customer service specific, but may affect many Customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. With some emergency or unplanned service-affecting condition, such as an outage resulting from cable damage, notification to the Customer may not be possible.

## ACCESS SERVICES

### RULES AND REGULATIONS

A. UNDERTAKING OF TDS METROCOM, LLC (Continued)

6. Provisions of Equipment and Facilities

- a. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, regulations contained in this tariff. 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 is furnished to the Customer. The Customer may not, nor may the 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 services the Company offers shall not be used for any purpose other than for which the Company provided it.
- e. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises 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 service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of the services under this tariff and to the maintenance and operation of such service in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
  - (1) the transmission of signals generated by the Customer-provided equipment or the quality of, or defects in, such transmission; or
  - (2) the reception of signals by Customer-provided equipment; or
  - (3) network control signaling where such signaling is preformed by Customer-provided network control signaling equipment.
- g. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which effect telecommunications services.

**ACCESS SERVICES**

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**RULES AND REGULATIONS**

A. **UNDERTAKING OF TDS METROCOM, LLC** (Continued)

6. **Provisions of Equipment and Facilities** (Continued)

- h. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

7. **Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains with the Company, its agents, contractors or suppliers.

B. **PROHIBITED USES**

1. The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents or permits.
2. The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the reseller intends to provide intrastate services, is certified with the appropriate state entity.
3. The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.

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**RULES AND REGULATIONS****C. OBLIGATIONS OF THE CUSTOMER**1. Damages

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

2. Equipment Space and Power

The Customer shall furnish or arrange to have furnished to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at non-Company locations where such services terminate. The selection of ac or dc power shall be mutually agreed to by the Customer and the Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Company facilities used to provide services.

3. Availability for Testing

Access to facilities used to provide services under this tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. As set forth in F.2 following, no credit will be allowed for any interruptions involved during such tests and adjustments.

**RULES AND REGULATIONS**

C. **OBLIGATIONS OF THE CUSTOMER (Continued)**

4. Claims

With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorney's fees for:

- a. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
- b. any claims, loss, damage, expense or liability for infringement of any copyright, patent, Trade Secret, or any proprietary of intellectual property right of any third party, arising from any act of omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.



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**RULES AND REGULATIONS****C. OBLIGATIONS OF THE CUSTOMER** (Continued)**5. Jurisdictional Report and Certification Requirements****a. Jurisdictional Reports – Switched Access**

For Switched Access Service, the Company cannot in all cases determine the jurisdictional nature of Customer traffic and its related access minutes. In such cases the Customer may be called upon to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The following regulations govern such estimates, their reporting by the Customer and cases where the Company will develop jurisdictional percentages.

**(1) Percent Interstate Usage (PIU)**

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

## ACCESS SERVICES

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### RULES AND REGULATIONS

#### C. OBLIGATIONS OF THE CUSTOMER (Continued)

##### 5. Jurisdictional Report and Certification Requirements (Continued)

##### a. Jurisdictional Reports – Switched Access (Continued)

##### (2) Jurisdictional Reports

When the Company receives sufficient call detail to permit it to determine the jurisdiction of some or all originating and terminating access minutes of use, the Company will use that call detail to render bills for those minutes of use and will not use PIU factor (s) to determine the jurisdiction of those minutes of use.

The Company will apply the PIU factor (s) provided by the Customer only to those access services specified in Section C.5.a(3)(a), following. Such PIU factor (s) will be used until the Customer provides an update to its PIU factor (s) as set forth below. The projected intrastate percentage of use will be obtained by subtracting the projected interstate percentage for originating and terminating minutes from 100 (intrastate percentage = 100 – interstate percentage).

Effective on the first of January, April, July and October of each year, the Customer shall provide a revised jurisdictional report showing the interstate and intrastate percentage of use by end office for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use. The Customer shall forward the update report to the Company, to be received no later than fifteen (15) days after the first of each such month. Such revised report will serve as the basis for the next three month's billing for determining the jurisdiction of Switched Access Services in cases where the Company does not have sufficient call detail to do so and will be effective on the bill date of that service. No prorating or back billing will be done based on the revised report.

If the Customer does not supply the revised report, the Company will assume the percentages to be the same as those provided in the last quarterly report. In those cases where a quarterly report has never been received, the Company will assume the percentages to be the same as those provided in the Customer's order for service or as developed by the Company as specified below.

**ACCESS SERVICES**

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**RULES AND REGULATIONS**

**C. OBLIGATIONS OF THE CUSTOMER (Continued)**

**5. Jurisdictional Report and Certification Requirements (Continued)**

**a. Jurisdictional Reports – Switched Access (Continued)**

**(3) Use of PIU Factors**

- (a) 500 Access Service, 700 Access Service, 900 Access Service, Toll Free Access Service

The Customer shall provide projected PIU factor (s) for 500, 700, 900 and Toll Free Access Services for each end office when placing an order and as specified in Section C.5.a(2), above. Such PIU factors are applied where the Company does not receive sufficient call detail to determine the jurisdiction. If the Customer fails to provide a PIU factor (s) for these Access Services, the Company will develop PIU factor (s) by end office by dividing either the Customer's measured interstate originating access minutes by the Customer's total measured originating access minutes or the Customer's measured interstate terminating access minutes by the Customer's total measured terminating access minutes, whichever method the Company determines produces the more representative result. If there is insufficient call detail to allow the Company to develop a PIU factor for any of these Access Services, the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

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**RULES AND REGULATIONS****C. OBLIGATIONS OF THE CUSTOMER (Continued)****5. Jurisdictional Report and Certification Requirements (Continued)****a. Jurisdictional Reports – Switched Access (Continued)****(3) Use of PIU Factors (Continued)****(b) All Other Switched Access Services**

With the exception of those Switched Access Services noted in C.5.a(3)(a), above, the Company will developed PIU factor (s) to be used for minutes of use for which the Company does not have sufficient call detail to determine the jurisdiction.

For originating access minutes, the Company will develop PIU factor (s) by end office by dividing either the Customer's measured interstate originating access minutes by the Customer's total measured originating access minutes or the Customer's measured interstate terminating access minutes by the Customer's total measured terminating access minutes, whichever method the Company determines produces the more representative result

For terminating access minutes, the Company shall develop PIU factor (s) by end office by dividing either the Customer's measured interstate originating access minutes by the Customer's total measured originating access minutes or the Customer's measured interstate terminating access minutes by the Customer's total measured terminating access minutes, whichever method the Company determines produces the more representative result. When the Company receives insufficient call detail to determine the jurisdiction of all or some of the Customer terminating access minutes, the Company will apply the PIU factor (s) developed by the Company. If there is insufficient call detail to allow the Company to develop a PIU factor, the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

## ACCESS SERVICES

### RULES AND REGULATIONS

#### C. OBLIGATIONS OF THE CUSTOMER (Continued)

##### 5. Jurisdictional Report and Certification Requirements (Continued)

###### a. Jurisdictional Reports – Switched Access (Continued)

###### (3) Use of PIU Factors (Continued)

###### (c) Flat Rated Switched Access Services

The PIU factors for use of such flat rated elements should reflect the combined originating and terminating traffic using such facilities. The Company will develop PIU factor (s) by end office by dividing the Customer's measured interstate originating plus terminating access minutes by the Customer's total measured originating plus terminating access minutes. If there is insufficient call detail to allow the Company to develop a PIU factor for such facilities, the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

###### b. Jurisdictional Report Verification

If the Company disputes the reasonableness of the PIU provided by the Customer or the reported PIU varies by more than five percentage points over the preceding PIU, the Company may ask the Customer to provide the data used by the Customer to determine the projected interstate percentage. The Customer shall retain for a minimum of six months all detail records from which the percentage of interstate and intrastate use can be derived and shall make such records available for inspection as reasonably necessary for PIU verification. Such records shall be made available for inspection and audit within fifteen (15) days of the Company's request for verification.

The Company shall limit audits to one per year, except where additional audits may be required to verify PIU changes which represent a five percentage point shift from the Customer's most recent report, and such change is not the result of seasonal shifts or other identifiable reasons. Initiation of an audit will be at the sole discretion of the Company. Audits may be conducted by: (1) the Company when the Customer agrees; (2) an independent auditor under contract to the Company; or (3) an independent auditor selected by and paid for by the Customer.

In the event the Customer fails to provide adequate records to enable the Company or an independent auditor to conduct a verification of the Customer's PIU, the Company will bill usage for all contested periods using the PIU reported by the Customer for the previous period. This PIU will remain in effect until the Customer provides the call detail records from which the disputed PIU can be derived. No prorating or back billing will be done based on the newly derived factor. If the Customer fails to provide the requested data, the Company reserves the right to utilize a PIU set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

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**RULES AND REGULATIONS****C. OBLIGATIONS OF THE CUSTOMER** (Continued)**5. Jurisdictional Report and Certification Requirements** (Continued)**c. Identification and Rating of Toll VoIP – PSTN Traffic****(1) Scope**

VoIP-PSTN Traffic is defined as traffic exchanged between the Telephone Company end user and the Customer in time division multiplexing (“TDM”) format that originates and/or terminates in Internet protocol (“IP”) format. This section governs the identification of Toll VoIP-PSTN Traffic that is required to be compensated at interstate access rates (unless the parties have agreed otherwise) as mandated by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 on November 18, 2011 (“FCC Order”) and the FCC’s Second Order of Reconsideration (12-47), released April 25, 2012. Specifically, this section establishes the method of separating Toll VoIP-PSTN Traffic from the Customer’s traditional intrastate access traffic, so that such traffic can be billed in accordance with the FCC Order.

**(2) Rating of Toll VoIP-PSTN Traffic**

The Toll VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to the Telephone Company’s applicable interstate switched access rates.

**(3) Calculation and Application of Percent-VoIP-Usage Factor**

(a) The Telephone Company will determine the number of terminating intrastate Toll VoIP-PSTN Traffic minutes of use (MOU) to which interstate rates will be applied under (2), preceding, by applying a terminating PVU factor to the total intrastate access MOU terminated by a Customer to the Telephone Company’s end user.

(b) The Telephone Company will determine the portion of dedicated facilities to which interstate rates will be applied under (2), preceding, by applying a PVU factor for dedicated switched access facilities to the dedicated facilities between the Telephone Company and the Customer.

(c) The Telephone Company will determine the number of originating intrastate Toll VoIP-PSTN Traffic minutes of use (MOU) to which interstate rates will be applied under (2), preceding, by applying an originating Percent VoIP Usage (PVU) factor to the total intrastate access MOU originated by a Telephone Company end user and delivered to the customer.

## ACCESS SERVICES

### RULES AND REGULATIONS

#### C. OBLIGATIONS OF THE CUSTOMER (Continued)

##### 5. Jurisdictional Report and Certification Requirements (Continued)

##### c. Identification and Rating of Toll VoIP – PSTN Traffic (Continued)

##### (3) Calculation and Application of Percent-VoIP-Usage Factor (Continued)

- (d) The Customer will calculate and furnish to the Telephone Company a terminating PVUC factor (along with the supporting documentation as specified in C.5.c.(3)(j) below) representing the whole number percentage of the Customer's total terminating intrastate access MOU that the Customer sent to Telephone Company and which originated in IP format and that would be billed by the Telephone Company as intrastate terminating access MOU.
- (e) If applicable, the Telephone Company will calculate and periodically update a terminating PVUT factor representing the percentage (as a whole number) of total intrastate terminating access MOU that the Company receives from the Customer that terminates in IP format at the end user's premises.
- (f) The customer will calculate and furnish to the Telephone Company an originating PVUC factor (along with the supporting documentation as specified in C.5.c.(3)(j) below) representing the whole number percentage of the customer's total originating intrastate access MOU that the customer receives from the Telephone Company and that is terminated in IP format and that would be billed by the Telephone Company as intrastate originating access MOU.
- (g) If applicable, the Telephone Company will calculate and periodically update an originating PVUT factor representing the percentage (as a whole number) of total originating access MOU that the telephone company originated in IP format at the end user's premises, and that is sent to the customer.
- (h) The Company will develop a total originating and a total terminating Percent VoIP Usage ("PVU") factor combining the Customer's applicable originating or terminating PVUC factor with the Company's applicable originating or terminating PVUT factor.
  - 1) The PVU calculation below is applied when the Company does not bill based on actual call detail records for the Company's intrastate IP traffic at interstate rates.

$PVU = PVUC + [PVUT \times (1 - PVUC)]$  applied to the Company's end user's total intrastate originating or terminating MOU.

Example (applicable to terminating MOU): The Customer reported that their PVUC as 40%. The Company's PVUT is 10%. This results in the following:  
 $PVU = 40\% \text{ plus } (10\% \text{ times } (1 - 40\%)) = 46\%$   
This means that 46% of the Intrastate terminating MOU exchanged between the Customer and the Company's end users will be rated at Interstate rates.

ACCESS SERVICES

RULES AND REGULATIONS

C. OBLIGATIONS OF THE CUSTOMER (Continued)

5. Jurisdictional Report and Certification Requirements (Continued)

c. Identification and Rating of Toll VoIP – PSTN Traffic (Continued)

(3) Calculation and Application of Percent-VoIP-Usage Factor (Continued)

(h) (Continued)

- 2) The PVU calculation below is applied when the Company bills are based on the actual call detail records for the Company's intrastate IP traffic at interstate rates.

The formula for usage will be as follows:

$PVU = PVUC \times (1 - PVUT)$  applied to the Company's TDM end user's total intrastate originating or terminating MOU.

Example (applicable to terminating MOU): The Company has identified that there was 10,500 intrastate terminating MOU that were identified and exchanged between the Customer and the Company's IP end users. The Customer reported that their PVUC as 40%. The Company's PVUT is 10%.

This results in the following:

$PVU = 40\% \text{ times } (1 - 10\%) = 36\%$

This means that 36% of the Intrastate terminating MOU exchanged between the Customer and the Company's TDM end users will be rated at interstate rates and the intrastate 10,500 MOU will also be rated at interstate rates.

- (i) The Customer shall not modify their reported PIU factors to account for VoIP - PSTN Traffic.
- (j) The Customer provided terminating and originating PVUC factors shall be based on information such as the number of the customer's retail VoIP subscriptions in the state (e.g. as reported on F.C.C. Form 477), traffic studies, actual call detail or other relevant and verifiable information.
- (k) The Customer shall retain the call detail, work papers, and information used to develop the PVUC factors for a minimum of two years.
- (l) If the Customer does not furnish the Telephone Company with the above PVUC factors, the Telephone Company will utilize a PVU factor equal to the Telephone Company supplied PVUT.



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**RULES AND REGULATIONS****C. OBLIGATIONS OF THE CUSTOMER** (Continued)5. Jurisdictional Report and Certification Requirements (Continued)c. Identification and Rating of Toll VoIP – PSTN Traffic (Continued)

## (4) Initial PVU Factor

- (a) If the Customer provides the terminating PVUC factor to the Telephone Company by April 15, 2012, the Telephone Company will retroactively adjust the Customer's bills to reflect the PVUC factor as of December 29, 2011. If the Customer does not provide PVUC factor by April 15, 2012, the Telephone Company will set the calculated PVU factor equal to the Telephone Company supplied PVUT.
- (b) If the terminating PVU factor cannot be implemented in the Telephone Company's billing system by December 29, 2011, once the factor can be implemented, the Telephone Company will adjust the Customer's bills retroactively to reflect the calculated terminating PVU factor that includes the terminating PVUC factor provided by the customer to the Telephone Company prior to April 15, 2012.
- (c) The Telephone Company may choose to provide credits based on the calculated terminating PVU factor on a Quarterly basis until such time as billing system modifications can be implemented.
- (d) The initial originating PVUC factor must be submitted to the Telephone Company by April 15, 2014. If the Customer does not provide the originating PVUC factor by that date, the Telephone Company will set the calculated originating PVU factor equal to the Telephone Company supplied originating PVUT.

## (5) PVU Factor Updates – Originating

The Customer may update the PVUC factor quarterly using the method set forth in subsection C.5.c.(3)(f), preceding. Any updated PVUC factor shall be forwarded to the Telephone Company no later than 15 days after the first day of January, April, July and/or October of each year. The revised PVUC factor shall be based on data for the prior three months, ending the last day of December, March, June and September, respectively. The revised calculated PVU factor will serve as the basis for future billing, and will be effective on the bill date of each such month, and shall serve as the basis for subsequent monthly billing until superseded by a new PVU factor. No prorating or back billing will be done based on the updated PVU factor.

## ACCESS SERVICES

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### RULES AND REGULATIONS

#### C. OBLIGATIONS OF THE CUSTOMER (Continued)

##### 5. Jurisdictional Report and Certification Requirements (Continued)

##### c. Identification and Rating of Toll VoIP – PSTN Traffic (Continued)

##### (6) PVUC Factor Verification – Originating

- (a) Not more than four times in any year, the Telephone Company may request from the Customer an overview of the process used to determine the PVUC factor, the call detail records, description of the method for determining how the end user originates calls in IP format, and other information used to determine the Customer's PVUC factor—furnished to the Telephone Company in order to validate the PVUC factor supplied. The Customer shall comply, and shall reasonably supply the requested data and information within 15 days of the Telephone Company's request.
- (b) The Telephone Company may dispute a Customer's PVUC factor in writing based upon:
  - A review of the requested data and information provided by the Customer,
  - The Telephone Company's reasonable review of other market information, F.C.C. reports on VoIP lines, such as F.C.C. Form 477 or state level results based on the F.C.C. Local Competition Report or other relevant data.
  - A change in a reported PVUC factor by more than five percentage points from the preceding submitted factor.
- (c) If after review of the data and information, the Customer and the Telephone Company establish a revised PVU factor, the Telephone Company may apply the revised PVU factor retroactively to the beginning of the quarter.

## ACCESS SERVICES

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### RULES AND REGULATIONS

#### C. OBLIGATIONS OF THE CUSTOMER (Continued)

##### 5. Jurisdictional Report and Certification Requirements (Continued)

##### c. Identification and Rating of Toll VoIP – PSTN Traffic (Continued)

##### (6) PVUC Factor Verification – Originating (Continued)

(d) If the dispute is unresolved, the Telephone Company may initiate an audit. The Telephone Company shall limit audits of the Customer's PVUC factor to no more than twice per year. The Customer may request that the audit be conducted by an independent auditor. In such cases the associated auditing expenses will be paid by the Customer. The Customer shall respond to the audit request within 15 days of the request.

- In the event that the Customer fails to provide adequate records to enable the Telephone Company or an independent auditor to conduct an audit verifying the Customer's PVUC factor, the Telephone Company will bill the usage for all contested periods using the most recent undisputed PVUC factor reported by the Customer to be used in the calculated PVU factor. The calculated PVU factor will remain in effect until the audit can be completed.
- The Telephone Company will adjust the Customer's PVUC factor based on the results of the audit and implement the newly calculated PVU factor in the next billing period or quarterly report date, whichever is first. The newly calculated PVU factor will apply for the next two quarters before new PVUC factor can be submitted by the Customer.
- If the audit supports the Customer's PVUC factor, the usage for the contested periods will be retroactively adjusted to reflect the Customer's audited PVUC factor in the calculation of the PVU factor.

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**RULES AND REGULATIONS****D. CUSTOMER EQUIPMENT AND CHANNELS****1. Interconnection of Facilities**

In order to protect the Company's facilities and personnel and the services furnished to other customers by the Company from potentially harmful effects, the signals applied to the Company's service shall not be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

**2. Inspections**

- a. The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- b. If the protective arrangements in connections with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect the facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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**RULES AND REGULATIONS**

**E. PAYMENT ARRANGMENTS**

1. Deposits

To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- two month's charges for a service of facility which has a minimum payment period of one month; or
- the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include additional amount in the event that a termination charge is applied.

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

Deposits held will accrue interest at a rate determined by the Company without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

2. Payment for Service

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

a. Taxes

The customer is responsible for any 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 on or based on the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices.

**ACCESS SERVICES**

**RULES AND REGULATIONS**

E. **PAYMENT ARRANGMENTS** (Continued)

2. Payment for Service (Continued)

b. Billing and Collection of Charges

Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill all charges incurred by and credits due to the Customer under this tariff attributable to services established or discontinued. In addition, the Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears. The Company shall present invoices for all charges monthly to the Customer or advise the customer in writing of an alternate billing schedule. Alternate billing schedules will not be established on less than 60 days' notice or initiated by the Telephone Company more than twice in any consecutive 12 month period.

If no payment is received by the payment date or if a payment or any portion of a payment is received by the Company after the payment date, then, subject to billing and systems availability, a Late Payment Charge shall be due to the Company. The Late Payment Charge shall be the payment or the portion of the payment not received by the payment date times a late factor. The late factor shall be 1.5% per month or portion thereof applied from the 31st calendar day after the payment date to and including the date that the Company actually receives the payment. The Late Payment Charge shall be assessed monthly, based on the delinquent balance maintained on the account at the time.

If service is disconnected by the Company and later restored, restoration of service will be subject to all applicable installation charges.

c. Billing Disputes

The Customer shall notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If a Customer does not give the Company written notice of a billing or rate dispute within 30 days, such invoice and charges levied shall be deemed to be reasonable, correct and binding. In the event the Customer disputes any billing or rates, the Customer shall notify the Company in writing and shall nevertheless pay all undisputed charges within the 30 day period specified above. Payment shall not prejudice Customer's right to dispute charges, so long as they are disputed in the manner specified in this Section. The Company will investigate the dispute and attempt to resolve the billing and rate issues as soon as reasonably possible. No action or proceeding against the Company disputing bills or rates charged shall be commenced unless the Customer has first complied with this Section, or in any event more than 90 days after service is rendered.

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**RULES AND REGULATIONS****E. PAYMENT ARRANGMENTS (Continued)****2. Payment for Service (Continued)****c. Billing Disputes (Continued)**

If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedures.

In the event the Company incurs fees and expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

**3. Refusal and Discontinuance of Service**

The Discontinuance of Service by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of disconnection.

The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

- a. Upon nonpayment of any amount owed to the Company, the Company may, upon prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- b. Upon violation of any of the other material terms and 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 that period.
- c. Upon condemnation of any material portion of the facilities used by the Company to provide service to the 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 services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

## ACCESS SERVICES

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### RULES AND REGULATIONS

#### E. PAYMENT ARRANGMENTS (Continued)

##### 3. Refusal and Discontinuance of Service (Continued)

- e. The Company may immediately, and without notice, discontinue the furnishing of any and/or all services to the Customer if the Company deems that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, other customers, facilities or services. The Company may discontinue service under this Section, if the Company determines that a Customer is using, or attempting to use, the services with the intent to avoid the payment, either in whole or in part, of any of the Company's tariffed charges by:
  - Using or attempting to use service by rearranging, tampering with, or making connections not authorized by this tariff to the Company's service, or
  - Using fraudulent means or devices, tricks, false or invalid numbers, false credit devices, or electronic devices, whether directed at the Company or others, or
  - Using any fraudulent means or devices.
- f. In the event the Company incurs fees or expenses, including attorney's fees, in the collection, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of such fees and expenses reasonably incurred.
- g. If the Company does not refuse additional applications for service and/or does not discontinue the provision of the services as specified herein, and the Customer's non-compliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service and/or to discontinue the provision of services to the non-complying Customer without further notice.
- h. The Company may refuse service where it is not the carrier of last resort.

##### 4. Cancellation of Application for Service

- a. Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except as may be specified in this Section and Section 3.
- 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, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.



**ACCESS SERVICES**

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**RULES AND REGULATIONS**

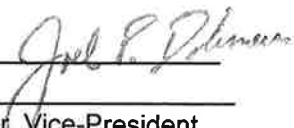
E. **PAYMENT ARRANGMENTS** (Continued)

4. **Cancellation of Application for Service** (Continued)

- c. When a Customer cancels an order for the discontinuance of service, no charges apply for the cancellation.
- d. If the Company misses a Service Date by more than thirty (30) days and such delay is not requested or caused by the Customer (excluding those circumstances where the date is missed due to Acts of God, governmental requirements, work stoppages or civil commotions), the Customer may cancel the Service Order without incurring cancellation charges.

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ISSUED: September 8, 2016  
EFFECTIVE: October 8, 2016

ISSUED BY:   
Joel Dohmeier, Vice-President

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**RULES AND REGULATIONS****F. ALLOWANCES FOR INTERRUPTION OF SERVICE**

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in F.1 for the part of the service that the interruption affected.

**1. Credit for Interruptions**

A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. No credit shall be allowed for an interruption of less than thirty (30) minutes. Only those facilities on the interrupted portion of the circuit will receive a credit.

ACCESS SERVICES

RULES AND REGULATIONS

F. ALLOWANCES FOR INTERRUPTION OF SERVICE (Continued)

2. Limitations on Allowances

No credit allowance will be made for:

- a. Interruptions caused due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- b. Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- c. Interruptions due the failure or malfunction of non-Company equipment;
- d. Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- e. Interruptions of service during any period in which the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis;
- f. Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for the implementation of a Customer order for a change in service arrangements; and
- g. Interruptions of service due to circumstances or causes beyond the control of the Company.

**ACCESS SERVICES**

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**RULES AND REGULATIONS**

**G. TRANSFERS AND ASSIGNMENTS**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without written consent of the other party, except that the Company may assign its rights and duties without notice (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

**H. NOTICES AND COMMUNICATIONS**

The Customer shall designate on the Service Order an address to which the Company shall mail and deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill of service, to which the Customer shall mail payment on that bill.

All notices or other communications required to be given pursuant to this tariff shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U. S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

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

**I. MEET POINT BILLING**

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below.

The Company accepts and adheres to the provisions of the Multiple Exchange Carrier Access Billing (MECAB) and the Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines.

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**ORDERING FOR ACCESS SERVICE****A. GENERAL**

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for access services set forth in other sections of this tariff. Order related charges are in addition to other applicable charges for the services provided.

**1. Ordering Conditions**

All services offered under this tariff shall be ordered using an ASR. The Customer may order switched access service through a Constructive Order, as defined herein. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for service for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimal information:

- Customer name and premises address(es)
- Billing name and address (when different from Customer name and address).
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Applications Date, the Plant Test Date and the Service Commencement date, at the time the Company gives the Customer a Firm Order Commitment (FOC).

## ACCESS SERVICES

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Original Sheet 2

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### ORDERING FOR ACCESS SERVICE

A. **GENERAL** (Continued)

2. **Provision of Other Services**

With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service. When added subsequently, charges for a Design Change as set for the in the Rates and Charges Section will apply when an engineering review is needed.

Additional Engineering is not an ordering option, but will be applied to an ASR when the Company determines that Additional Engineering is necessary to accommodate a Customer request. The Customer will be notified when Additional Engineering is required, and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineering, a firm order will be established. If the Customer does not want the service or facilities after being notified that Additional Engineering is required, the Customer may cancel the order and no charges will apply. Once a firm order has been established, the total charge to the Customer for the Additional Engineering may not exceed the original estimate amount by more than ten (10) percent.

B. **ACCESS ORDER**

When placing an order for Access Service, the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional service for an existing service type.

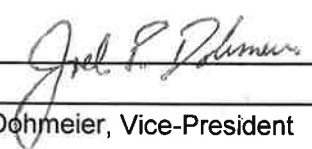
1. **Access Service Date Intervals**

The service intervals associated with Customer requests for Access Service will be developed by the Company on an Individual Case Basis (ICB). The Company will make every reasonable effort to meet the Customer's requested service date.

Access Services will be installed during Company business days. If the Customer requests installation to be done outside the scheduled work hours and the Company agrees to this request, the Customer will be subject to applicable additional charges.

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Joel Dohmeier, Vice-President

## ACCESS SERVICES

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### ORDERING FOR ACCESS SERVICE

B. **ACCESS ORDER** (Continued)

2. **Access Service Request Modification**

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, at its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a request modification when it is able to do so with the normal work force assigned to complete such an order with normal business hours. Charges for Access Service Order modification will apply as set forth below, on a per occurrence basis.

a. **Service Commencement Date Change**

ASR service dates for the installation of a new service or rearrangement of existing services may be changed, but the new service date may not exceed the original Service Commencement Date by more than 30 calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. In addition, when the Customer submits a request for a Service Date Change that is less than five (5) business days from the date of notification by the Customer, a Service Date Change Charge and an Expedited Charge will apply. No Expedited Charge will apply if the Customer requests a Service Date Change that is more than five (5) business days from the date of request by the Customer but earlier than the original requested Service Commencement Date.

If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company on the 31<sup>st</sup> day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new ASR with the Company.

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date change. The applicable charges are set forth in the Rates and Charges Section.

b. **Design Change**

The Customer may request a Design Change to the Service Ordered. A Design Change is any change to an ASR which requires an Engineering Review. An Engineering Review is a review by Company Personnel of the Service Ordered and the requested changes to determine what change(s) in the design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features and functions, a change in the type Switched Access transport termination or type of Channel interface. Any other changes are not considered Design Changes for the purpose of this subsection and will require issuance of a new ASR and the cancellation of the original ASR, with appropriate cancellation charges applying.

## ACCESS SERVICES

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### ORDERING FOR ACCESS SERVICE

B. **ACCESS ORDER** (Continued)

2. Access Service Request Modification (Continued)

b. Design Change (Continued)

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. The applicable charges are set forth in the Rates and Charges Section.

c. Expedited Order

When placing an Access Order for service(s), a Customer may request a Service Commencement Date that is earlier than a Standard Interval Service date, in which case an Expedited Order Charge will apply. The request for an earlier service date may be received from the Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the service date. The Company has the exclusive right to accept or deny the Expedited Order request. However, if upon reviewing availability of equipment and scheduled work load, the Company agrees to provide service on an expedited basis and the Customer accepts the company's proposal, an Expedited Order Charge will apply.

If the Company is subsequently unable to meet an agreed upon expedited service date, the Expedited Order Charge will not apply.

In the event the Company provides service on an expedited basis at the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedited Order Charge.

In the event that the Customer cancels an expedited request, the Expedited Order Charge will be added to any applicable Cancellation Charge specified herein.

In the event the Customer requests a Service Date Change after the Company has received the original expedited request, the Expedited Order Charge will still apply.

An Expedited Order Charge will not be applied to orders expedited for Company reasons.

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this tariff may apply.

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in the Rates and Charges Section.



## ACCESS SERVICES

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### ORDERING FOR ACCESS SERVICE

B. **ACCESS ORDER** (Continued)

3. Cancellation of an Access Service Request

- a. A Customer may cancel a Service Order for the installation of service on any date prior to the Service Commencement Date. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days.

If a Customer or a Customer's End User is unable to accept service within thirty (30) calendar days after the original Service Commencement Date, the Customer has the choice of the following options:

- The Service Order shall be canceled and charges set forth in B. following will apply or,
- Billing for the service will commence.

In such instances, the cancellation date or the billing date, depending on which option is selected by the Customer, shall be the 31st day beyond the original Service Date of the Service Order.

- b. When a customer cancels a Service Order for installation of service, a Cancellation Charge will apply as follows:
- (1) Installation of Access Service is considered to have started when the Company incurs any cost in connection therewith or in preparation thereof which would not otherwise have been incurred.
  - (2) When the Customer cancels a Service Order prior to the start of installation of access or network interconnection facilities, no charges shall apply.
  - (3) Where installation of access facilities has been started prior to cancellation, the charges specified in (a) or (b) following, whichever is lower, shall apply.
    - (a) A charge equal to the costs incurred in such installation, less estimated net salvage. Such costs include nonrecoverable cost of equipment and materials ordered, provided or used, plus the nonrecoverable cost of installation and removal including the costs of engineering, labor, supervision, transportation, right-of-way, and other associated costs.
    - (b) The minimum period charge for Access Service ordered by the Customer.

## ACCESS SERVICES

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### ORDERING FOR ACCESS SERVICE

B. **ACCESS ORDER** (Continued)

3. Cancellation of an Access Service Request (Continued)

- c. When a Customer cancels an order for the discontinuance of service, no charges apply for the cancellation.
- d. If the Company misses a Service Date by more than thirty (30) days and such delay is not requested or caused by the Customer (excluding those circumstances where the date is missed due to Acts of God, governmental requirements, work stoppages or civil commotions), the Customer may cancel the Service Order without incurring cancellation charges.

4. Minimum Period of Service

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

- a. The following changes will be treated as a discontinuation of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:
  - (1) A change in the identity of the Customer of record;
  - (2) A move by the Customer to a different building;
  - (3) A change in type of service;
  - (4) A change in Switched Access Service Interface;
  - (5) A change in Switched Access Traffic Type
- b. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. A Minimum Period Charge for monthly billed services will be determined as follows:
  - (1) For Switched Access Service, the charge for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.
  - (2) All applicable Non-Recurring charges for the service will be billed in addition to the Minimum Period Charge.

ACCESS SERVICES

NHPUC No. 1 – Telephone  
TDS Metrocom, LLC

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Original Sheet 7

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ORDERING FOR ACCESS SERVICE

C. RATES AND CHARGES

1.	<u>Service Order Charge</u>	<u>Rate</u>
	per Order for Access Service	\$81.00
2.	<u>Service Date Change Charge</u>	<u>Rate</u>
	per Order per Occurrence	\$34.00
3.	<u>Design Change Charge</u>	<u>Rate</u>
	per Order per Occurrence	\$60.00
4.	<u>Expedited Order Charge</u>	<u>Rate</u>
	per Order	\$50.00
5.	<u>Cancellation Charge</u>	<u>Rate</u>
	per Order	\$350.00

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Joel Dohmeier, Vice-President

## ACCESS SERVICES

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### SWITCHED ACCESS SERVICE

#### A. GENERAL

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's premises (or a collocated interconnection point) and an end user's premises. It provides for the use of common terminations, switching and trunking facilities of the Company. Access Service provides for the ability to originate calls from an end user's premises to a Customer's premises (or a collocated interconnection location) and to terminate calls from a Customer's premises (or collocated interconnection location) to an end user's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the Customer desires to originate or terminate calls.

Switched Access Service is provided in the following service categories, which are differentiated by their technical characteristics and the manner in which an end user or customer accesses them when originating or terminating calls.

FGC Access provides trunk side access to Company end office for the customer's use in originating and terminating communications. FGC switching is provided at all end office switches unless FGD end office switching is provided in the same office.

FGD Access, which is available to all customers, provides trunk side access to Company end office switches with an associated uniform 101XXX access code for the Customer's use in originating and terminating communications. End users may also originate calls to a selected FGD Access customer without dialing the 101XXXX access code by using the Company's presubscription service.

800 Data Base Access Service, which is available to all customers, provides trunk side access to Company end office switches in the originating direction only, for the customer's use in originating calls dialed by an end user to telephone numbers beginning with the prefix "8XX". When an 8XX-NXX-XXXX call is originated by an end user, the Company will perform customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

The following provision applies to the treatment of Toll VoIP-PSTN Traffic pursuant to the F.C.C.'s Part 51 Interconnection Rules and in compliance with the F.C.C.'s Report and Order and Further Notice of Proposed Rulemaking in CC Docket Nos. 96-45 and 01-92; GN Docket No. 09-51; WC Docket Nos. 03-109, 05-337, 07-135 and 10-90, and WT Docket No. 10-208, adopted October 27, 2011 and released November 18, 2011 (FCC 11-161). In the absence of an interconnection agreement between the Telephone Company and the customer specifying the treatment of Toll VoIP-PSTN Traffic, the Telephone Company will bill the customer the applicable Interstate switched access rates on all jurisdictionally Intrastate voice traffic identified as Toll VoIP-PSTN Traffic.

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**SWITCHED ACCESS SERVICE**A. **GENERAL** (Continued)1. **Call Signaling**

Depending on the signaling system used by the customer in its network, the customer's facilities shall transmit the following call signaling information to the Telephone Company on traffic the customer's end users originate which is handed off for termination on the Telephone Company's network.

a. **Signaling System 7 (SS7) Signaling**

When the customer uses SS7 signaling, it will transmit the Calling Party Number (CPN) or, if different from the CPN, the Charge Number (CN) information in the SS7 signaling stream.

b. **Multi-Frequency (MF) Signaling**

When the customer uses MF signaling, it will transmit the number of the calling party or, if different from the number of the calling party, the Charge Number (CN) information in the MF Automatic Number Identification (ANI) field.

c. **Internet Protocol (IP) Signaling**

When the customer uses IP signaling, it will transmit the telephone number of the calling party or, if different from the telephone number, the billing number of the calling party.

## ACCESS SERVICES

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TDS Metrocom, LLC

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### SWITCHED ACCESS SERVICE

#### B. RATE CATEGORIES

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

##### 1. Local Transport

The Local Transport 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. Local Transport is composed of the following rate elements, Entrance Facility, Direct-Trunked Transport and Tandem-Switched Transport.

##### a. Entrance Facility

The Entrance Facility provides the communications path between a Customer's premises and the Company's serving wire center of that premises for the sole use of the Customer. The Entrance Facility is provided as High Capacity DS1 or High Capacity DS3 service. The Entrance facility is required whether the Customer's premises and the serving wire center are located in the same or different buildings.

##### b. Direct-Trunked Transport


Direct-Trunked Transport provides the transmission path from the serving wire center of the Customer's premises to an end office or as an option from the serving wire center to a tandem. The transmission path is dedicated to the use of a single Customer. Two types of Direct-Trunked Transport are available: (1) High Capacity DS1 (an isochronous serial digital channel with a rate of 1.544 Mbps), or (2) High capacity DS3 (an isochronous serial digital channel with a rate of 44.736 Mbps). The minimum period for which a High Capacity DS3 Direct-Trunked Transport is provided is twelve (12) months.

##### c. Tandem-Switched Transport

Tandem-Switched Transport is based on a Meet Point arrangement under which transmission facilities are switched through an Access Tandem between the Customer's Serving Wire Center and an End Office. Tandem-Switched Transport is also available between an Access Tandem and the applicable End Office when the Customer elects to use direct transport between its Serving Wire Center and such Access Tandem.

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**SWITCHED ACCESS SERVICE****B. RATE CATEGORIES (Continued)****2. End Office**

The End Office category provides the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the Company's end office.

**a. Local Switching**

The Local Switching rate element provides for the use of end office switching equipment and the termination of a call at a Company intercept operator or recording.

**b. Common Trunk Port**

The Common Trunk Port used by multiple customers provided for the termination of common transport trunks in common end office trunk ports in conjunction with tandem routed traffic.

**c. Dedicated Trunk Port**

The Dedicated Trunk Port provides for termination of direct facilities used by a single Customer in an end office trunk port where traffic is transported between the serving wire center and the end office.

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**SWITCHED ACCESS SERVICE****C. OTHER RATE CATEGORIES****1. 8XX Data Base Access Service**

8XX Data Base Access Service is provided to all customers in conjunction with switched access service. When a 1+8XX+NXX-XXXX call is originated, the Company will utilize the Signaling System 7 (SS7) network to query an 8XX data base to identify the customer to whom the call will be delivered and provide vertical features based on the dialed ten-digits. The call will be routed to the identified customer.

A Basic Query charge is assessed for each query launched to the data base which identifies the customer to whom the call will be delivered. The Basic Query provides the identification of the customer to whom the call will be delivered and includes area of service routing which allows routing of \*XX type calls to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates. The Premium Feature Query provides the same customer identification as the Basic Query and vertical features which may include: (1) call validation (ensuring that calls originate from subscribed service areas); (2) POTS translation of 8XX numbers; (3) alternate POTS translation (which allows subscribers to vary the routing of 8XX type calls based on factors such as time of day, place or origination of the call, etc.); and (4) multiple carrier routing (which allows subscribers to route to different carriers based on factors similar to those in (3)).

**D. RATE REGULATIONS**

This section contains the specific regulations governing the rates and charges that apply to Switched Access Service.

1. Single blended Switched Access rates apply to all access minutes switched at an End Office. An End User Access rate applies when the Company originates calls from its end users. This End User Access rate combines End Office Local Switching per 4.B.2 and Tandem Switch Transport as described in 4.B.1.c and 4.D.2. The End Office rate applies to all terminating access minutes switched at an end office for calls to its end users per 4.B.2. A Transport rate also applies on terminating access minutes as described in 4.B.1.c and 4.D.2.
2. Intermediate Transport rates apply when the Company's facilities are used to transport intrastate switched access traffic between a third party end office switch and the Customer designated premises. Section B.1 provides descriptions of the types of transport classifications provided by the Company under Intermediate Transport. Meet Point Billing applies in assessing Intermediate Transport charges since more than one Exchange Telephone Company is involved in the provision of the Access Service to the Customer.



**SWITCHED ACCESS SERVICE**

**E. ACCESS MINUTES**

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

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

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

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

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TDS Metrocom, LLC

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SWITCHED ACCESS SERVICE

F. RATES AND CHARGES

1. Switched Access Service

<u>End User Access:</u>	<u>Rate</u>
Originating, per Minute of Use	\$0.033244
Terminating, per Minute of Use	
End Office	\$0.000700
Transport	\$0.000026

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Joel Dohmeier, Vice-President

ACCESS SERVICES

SWITCHED ACCESS SERVICE

F. RATES AND CHARGES (Continued)

2. Intermediate Transport

a. Entrance Facility

	<u>Monthly Rate</u>	<u>Nonrecurring Rate</u>
Per Termination		
- High Capacity DS1	\$N/A	\$N/A
- High Capacity DS3	\$N/A	\$N/A

b. Direct-Trunked Transport Termination

	<u>Monthly Rate</u>	<u>Nonrecurring Rate</u>
Per Termination		
- High Capacity DS1	\$N/A	
- High Capacity DS3	\$N/A	
Installation Charge, per 24 Trunks, per Order		\$N/A

c. Direct-Trunked Transport Facility

	<u>Monthly Rate</u>
Per Mile	
- High Capacity DS1	\$N/A
- High Capacity DS3	\$N/A

d. Multiplexing

	<u>Monthly Rate</u>
Per Arrangement	
- DS3 to DS1	\$N/A
- DS1 to Voice	\$N/A

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NHPUC No. 1 – Telephone  
TDS Metrocom, LLC

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SWITCHED ACCESS SERVICE

F. RATES AND CHARGES (Continued)

2. Intermediate Transport (Continued)

e. Tandem-Switched Transport Termination

Rate

Per Access Minute

\$N/A

f. Tandem-Switched Transport Facility

Rate

Per Access Minute per Mile

\$N/A

3. 800 Data Base Query

Rate

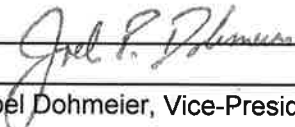
Per Data Base Query

\$0.003200

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## ACCESS SERVICES

NHPUC No. 1 – Telephone  
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### SPECIAL CONSTRUCTION

#### A. GENERAL

Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable effort basis at the request of the Customer. Special Construction is that construction undertaken and characterized by one of the following:

- where facilities are not presently available and there is no other requirement for the facilities to be constructed;
- of a type other than that which the Company would normally utilize in the furnishing of its services;
- where facilities are to be installed over a route other than that which the Company would normally utilize in furnishing its services;
- where facilities are requested in a quantity greater than that which the Company would normally construct;
- where installation is on an expedited basis;
- on a temporary basis until permanent facilities are available;
- installation involving abnormal costs; or
- in advance of its normal construction schedule.

#### B. RATES AND CHARGES

Rates and charges for Special Construction will be determined by the Company on an Individual Case Basis (ICB) and based, in part, on the costs incurred by the Company and may include (1) non-recurring type costs, (2) recurring type costs, (3) termination liability, or (4) combinations thereof.

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Joel Dohmeier, Vice-President

## ACCESS SERVICES

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### MISCELLANEOUS SERVICES

#### A. INTRALATA PRESUBSCRIPTION

Presubscription is an arrangement in which an end user customer may select and designate to the Company an interexchange carrier (IC) to access, without an access code, for intrastate intraLATA calls. This IC is referred to as the end user's IntraLATA Primary Interexchange Carrier (PIC)

1. New end users who are served by end offices equipped with Feature Group D will be asked to presubscribe to an IC at the time they place an order with the Company for Telephone Exchange Service. They may select either of the following options. There is no charge for the initial selection.

- Designate an IC as a IntraLATA Primary Interexchange Carrier
- Designate that they do not want to be presubscribed to any IC and choose to dial 101XXXX for all calls to all ICs.

Only one IC may be selected for each individual line, or lines terminating in the same hunt group.

2. Subsequent to the installation of Telephone Exchange Service and after the end user's initial selection of its IntraLATA Primary Interexchange Carrier, for any change in selection, a nonrecurring charge will apply. This charge may be billed to the end user which is the subscriber to the Telephone Exchange Service, or upon request by the designated IC, billed to the IC on behalf of the end user.
3. If an IC elects to change or discontinue use of a Carrier Identification Code (CIC) for any reason, the IC will identify to the Company any affected end users and advise the Company of the new CIC to be assigned to these end users. If the CIC change involves a change of carrier for any end user, the IC will notify the affected end user of the change. The Company will change the predesignated carrier code of each end user identified by the IC to the new CIC and bill the IC the nonrecurring charge for each end user line or trunk that is changed.

#### B. UNAUTHORIZED INTRALATA PIC CHANGE

If an IC requests an IntraLATA Primary Interexchange Carrier (PIC) change on behalf of a billed party (e.g., an end user), and the billed party subsequently denies requesting the change, and the IC is unable to substantiate the change with a letter of authorization signed by the billed party, then:

- The billed party will be reassigned to their previously selected IC. No charge will apply to the billed party for this reassignment.
- The Unauthorized Presubscription Change Charge as set forth herein will apply to the IC that requested the unauthorized PIC change. This charge is applied in addition to the PIC Change charge.

## ACCESS SERVICES

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### MISCELLANEOUS SERVICES

#### C. BILLING NAME AND ADDRESS

##### 1. General Description

Billing Name and Address (BNA) Service provides the billing name and address of an end user who has an Automatic Number Identification recorded by the Customer (interexchange carriers, operator service providers, enhanced service providers and any other provider of intrastate telecommunications services) for telecommunications services rendered for the Customer to its end user. The receipt of this information will allow the Customer to provide its own billing to end users who may not have established a formal relationship with the Customer.

BNA Service is provided for the sole purposes of allowing Customers to bill their end users for telecommunications services provided by the Customer, order entry and customer service information, fraud prevention, identification of End Users who have moved to a new address, any purpose associated with equal access requirement, and information associated with collect calls and third party calls. BNA information may not be resold or used for any other purpose including, but not limited to, marketing or merchandising activities.

BNA information associated with listed/published telephone numbers will be provided. For calling card calls and collect and third party billed calls, the Company's BNA Service is not available with respect to accounts of nonpublished/unlisted End Users who, by request to the Company (which request may be submitted at any time), have specified that such information not be released.

##### 2. Undertaking of the Company

- a. Standard formats for the receipt of BNA requests and the provision of BNA information will be established by the Company.
- b. The BNA information will be provided for the calling number furnished to the extent a billing named and address exists in the Company's records. BNA information will not be provided for those end users who have requested that their BNA not be disclosed for collect and bill to third party calls.
- c. The Company will make every effort to provide accurate and complete BNA data. The Company makes no warranties, expressed or implied, as to the accuracy or completeness of this information.

**ACCESS SERVICES**

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**MISCELLANEOUS SERVICES**

C. **BILLING NAME AND ADDRESS** (Continued)

3. Obligations of the Customer

- a. Each request for BNA information must identify both the Customer's authorized representative and the address to which the information is to be sent.
- b. The Customer shall institute adequate internal procedures to insure that BNA information, including that related to "confidential" non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is only available to those Customer personnel or agents with a need to know the information.
- c. The Customer shall not publicize or represent to others that the Company jointly participated with the Customer in the development of the Customer's end user records, accounts, data bases or market data, records files and data bases or other systems it assembles through the use of BNA Service.

4. Rate Regulation

- a. For each order for BNA information received by the Company, a BNA Order Charge will be assessed.
- b. In addition, Billing Name and Address (BNA) will be assessed a per record rate for each BNA Record requested. This rate is billed to the Customer on a monthly basis. The BNA per record rate applies regardless of whether the requested telephone number is available in the Company's information data base.



ACCESS SERVICES

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TDS Metrocom, LLC

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MISCELLANEOUS SERVICES


D. RATES & CHARGES

1. <u>IntraLATA Presubscription</u>	<u>Rate</u>
Nonrecurring Charge per Exchange Service Line or Trunk	\$5.00
2. <u>Unauthorized PIC Change Charge</u>	<u>Rate</u>
Nonrecurring Charge per Exchange Service Line or Trunk	\$35.65
3. <u>Billing Name and Address Service</u>	<u>Rate</u>
BNA Order Charge - Per BNA Order	\$50.00
BNA Record Charge - Manual, per BNA record requested	\$0.33
Additional Programming Charge - Per each half hour or fraction thereof	\$ 37.20
Company-Provided Magnetic Tape Charge - Per Magnetic Tape	\$ 25.00

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Joel Dohmeier, Vice-President

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**CONTRACTS AND INDIVIDUAL CASE BASIS ARRANGEMENTS**

A. **CONTRACTS**

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

B. **INDIVIDUAL CASE BASIS ARRANGEMENTS**

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.