

TELEPORT COMMUNICATIONS AMERICA, LLC  
ACCESS SERVICES

NH P.U.C. NO. 2

TITLE PAGE  
ORIGINAL PAGE 1

ISSUED: JANUARY 23, 2015  
EFFECTIVE: JANUARY 26, 2015  
LINDA GUAY, DIRECTOR

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TITLE PAGE

SCHEDULE

FOR

TELEPORT COMMUNICATIONS AMERICA, LLC

ACCESS SERVICES

INCLUDING

REGULATIONS

AND

SCHEDULE OF RATES

APPLYING IN THE STATE OF NEW HAMPSHIRE

ISSUED: MAY 26, 2015  
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TARIFF INFORMATION

EXPLANATION OF SYMBOLS

The following symbols are used for the purpose indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.

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TARIFF INFORMATION

Trademarks and Service Marks

The following marks, to the extent, if any, used throughout this Tariff, are trademarks or service marks of Teleport Communications America, LLC.

Trademarks  
NONE

Service Marks  
NONE

Technical Publication Information

The issue and availability dates of the Technical Publications referenced in this Tariff are as follows:

| <u>Publication Number</u> | <u>Issue Date</u> | <u>Date Available to Public</u> |
|---------------------------|-------------------|---------------------------------|
| AS No. 1, Issue II        | May 1984          | May 1984                        |
| GR-334-CORE               | June 1994         | June 1994                       |

Publication AS No. 1, Issue II may be obtained from the National Exchange Carrier Association, Inc., Director, Tariff and Regulatory Matters, 100 So. Jefferson Road, Whippany, NJ 07981. Publication GR-334-CORE may be obtained from Telcordia, 8 Corporate Place, Piscataway, NJ 08854, and the FCC's commercial contractor.

Concurring Carriers, Connecting Carriers and Other Participating Carriers

There are no Concurring, Connecting or Other Participating Carriers.

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EXPLANATION OF ABBREVIATIONS

|                  |   |
|------------------|---|
| BNA              | Billing Name and Address                              |
| BP               | Billing Percentage                                    |
| CLEC             | Competitive Local Exchange Carrier                    |
| CLLI             | Common Language Location Identifier                   |
| CO               | Central Office  |
| Cont'd           | Continued   |
| FCC or<br>F.C.C. | Federal Communications Commission                     |
| ICB              | Individual Case Basis                                 |
| ILNP             | Interim Local Number Portability                      |
| IXC              | Interexchange Carrier or Interexchange Common Carrier |
| LATA             | Local Access and Transport Area                       |
| Mbps             | Megabits per second                                   |
| MECAB            | Multiple Exchange Carrier Access Billing              |
| MECOD            | Multiple Exchange Carrier Ordering and Design         |
| NIS              | Network Interconnection Services                      |
| NPA              | Numbering Plan Area                                   |
| NXX              | Three Digit Central Office Prefix                     |
| PIU              | Percent of Interstate Use                             |
| PLSU             | Percent Local Signaling Use                           |
| PLU              | Percent Local Usage                                   |
| POI              | Point of Interconnection                              |
| POT              | Point of Termination                                  |
| SS7              | Signaling System 7                                    |
| STP              | Signal Transfer Point                                 |
| SWC              | Serving Wire Center                                   |
| U.S.             | United States   |
| USOC             | Uniform Service Order Code                            |
| V&H              | Vertical and Horizontal                               |

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TARIFF INFORMATION

Definitions

Access Minutes

For the purpose of calculating chargeable usage, the term "Access Minutes" denotes Customer usage, in minutes of use, of Access Service in the provision of intrastate service. Unless otherwise provided in this Tariff, on the originating end of an intrastate Call, usage is measured from the time the originating End User's Call is delivered by the Company to and acknowledged as received by the Customer's facilities connected with the originating exchange, and on the terminating end of an intrastate Call, usage is measured from the time the Call is received by the End User in the terminating exchange. Unless otherwise provided in this Tariff, timing of usage at both originating and terminating ends of an intrastate Call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating exchanges, as applicable.

Access Service

The term "Access Service" denotes the use of the network or facilities of the Company to enable a Customer to terminate a Call. Notwithstanding the foregoing, Access Service does not include any service that constitutes Network Interconnection Service.

Access Tandem

The term "Access Tandem" denotes a switching system which provides a concentration and distribution function for terminating traffic between the Customer Premises and End Offices that are served by such Access Tandem.

Affiliate

The term "Affiliate" denotes a person or entity that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person or entity. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of 50 percent or more.

Business Day

The term "Business Day" denotes the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 a.m. to 5:00 or 6:00 p.m., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, Business Day hours for the Company may vary based on Company policy, union contract and location.

Call

The term "Call" denotes an End User or Customer attempt for which complete address information (e.g., 7 or 10 digits) is provided to the serving dial tone office.

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TARIFF INFORMATION

Definitions (continued)

Carrier or Common Carrier

The term Carrier or Common Carrier denotes a Local Exchange Carrier or Interexchange Carrier.

Central Office

See End Office.

Central Office Prefix

The term Central Office Prefix denotes the first three digits (NXX) of the seven digit telephone number assigned to an End User's Local Exchange Service.

Channelize

The term Channelize denotes the process of multiplexing/demultiplexing wider bandwidth or higher speed channels into narrower bandwidth or lower speed channels.

Communications System

The term Communications System denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

Company

The term Company denotes Teleport Communications America, LLC ("TCAL"), which is the issuer of this Tariff. TCAL may also be referred to as AT&T.

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(T)

Customer(s)

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.

Customer Premises

The term Customer Premises denotes the premises designated or used by the Customer for the provision of Access Service.

Dial Around Service

Dial Around Service allows an End User to reach a non-presubscribed Interexchange Carrier via dialing 10XXX or 101XXXX.

DS1 Facility

The term DS1 Facility denotes a facility that is capable of transmitting electrical signals at a nominal rate of 1.544 Mbps, with the capability to channelize up to 24 voice-frequency transmission paths.

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TARIFF INFORMATION

Definitions (continued)

DS3 Facility

The term DS3 Facility denotes a facility that is capable of transmitting electrical or optical signals at a nominal rate of 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths.

End Office

The term "End Office" denotes a Company switching system where Local Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks.

End User

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

Exchange

The term Exchange denotes a unit established by the Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. The exchange includes any Extended Area Service area that is an enlargement of the Company's exchange area to include nearby exchanges.

First Point of Switching

The term First Point of Switching denotes the first Company location at which switching occurs on the terminating path of a Call proceeding from the Customer Premises to the terminating End Office and, at the same time, the last Company location at which switching occurs on the originating path of a Call proceeding from the originating End Office to the Customer Premises.

Immediately Available funds in U.S. dollars

The term Immediately Available funds in U.S. dollars denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

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TARIFF INFORMATION

Definitions (continued)

Incumbent Local Exchange Carrier (ILEC)

The term Incumbent Local Exchange Carrier shall mean any Carrier that constitutes an incumbent local exchange carrier pursuant to Section 251(h) (1) of the Communications Act of 1934 or that is treated as an incumbent local exchange carrier pursuant to Section 251(h) (2) of the Communications Act of 1934.

Individual Case Basis (ICB)

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

Interconnection Agreement

The term Interconnection Agreement denotes a lawful written agreement between the Company and a Local Exchange Carrier relating to the mutual termination of Local Traffic.

Interexchange Carrier (IXC) or Interexchange Common Carrier

The terms Interexchange Carrier (IXC) or Interexchange Common Carrier denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate communication by fiber optics, wire or radio or any suitable technology or combination of technologies, between two or more exchanges.

Intermediate Carrier

The term Intermediate Carrier denotes another carrier with which the Company has made an arrangement under which the carrier will provide services that may include, without limitation, data base, switching and/or transport services in connection with Calls and is authorized by the Company to bill the Customer for all access services under the carrier's tariff, as if all such services had been provided by the carrier.

Interstate Communications

The term Interstate Communications denotes both interstate and foreign communications.

Intrastate Communications

The term Intrastate Communications denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Legal Holiday

The term Legal Holiday denotes a day other than a Saturday or Sunday for which the Company is normally closed.

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TARIFF INFORMATION

Definitions (continued)

Local Access and Transport Area (LATA)

The term "Local Access and Transport Area" denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Exchange Carrier

The term Local Exchange Carrier denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in providing Local Exchange Service.

Local Exchange Service

The term Local Exchange Service denotes a service which provides for exchange telephone communication within a local calling area.

Local Traffic

For the purposes of this tariff, the term Local Traffic means calls that originate and terminate within the territory agreed to by the Company and a Customer in an Interconnection Agreement as the territory within which Calls subject to the reciprocal compensation provisions of the Interconnection Agreement are originated and terminated. Local Traffic shall also be subject to any other restrictions specified in an Interconnection Agreement.

Major Fraction Thereof

The term "Major Fraction Thereof" denotes any period of time in excess of 1/2 of the stated amount of time. As an example, in considering a period of 24 hours, a Major Fraction Thereof would be any period of time in excess of 12 hours exactly.

Mutual Traffic Exchange

The term Mutual Traffic Exchange denotes a compensation arrangement between the Company and a Customer where each party agrees to terminate on its network Local Traffic originated on the other party's network without charge to each other (also known as a Bill and Keep arrangement).

Network Interconnection Services (NIS)

The term "Network Interconnection Services" (NIS) denotes the use of the network or facilities of the Company to enable a Local Exchange Carrier to terminate Local Traffic.

North American Numbering Plan

The term North American Numbering Plan denotes a three-digit area code (Numbering Plan Area - NPA) and a seven-digit telephone number made up of a three-digit Central Office prefix plus a four-digit station number.

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Definitions (continued)

Off-hook

The term Off-hook denotes the active condition of a Local Exchange Service line.

On-hook

The term On-hook denotes the idle condition of a Local Exchange Service line.

Originating Direction

The term Originating Direction denotes the use of a service for the completion of calls from an End User Premises to a Customer Premises or Point of Interconnection.

Percent of Interstate Use (PIU)

The term Percent of Interstate Use (PIU) denotes the percent of interstate usage on lines or trunks carrying interstate and intrastate calls.

Point of Interconnection (POI)

The term Point of Interconnection (POI) denotes a place where the Company's and a Customer's networks physically connect for the purpose of exchanging (1) in the case of NIS, Local Traffic, and (2) in the case of Access Services, traffic originated by or terminating to End Users.

Point of Termination (POT)

Any entrance cable or drop wiring and wire or intra-building cable to that point where provision is made for termination of the Company's outside distribution network facilities at a suitable location at a Customer Premises. Such wiring or cable will be installed by the Company.

Transmission Path

The Transmission Path denotes an electrical path capable of transmitting signals within the range of the service offering, e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant typically used in the telecommunications industry.

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Definitions (continued)

Trunk

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

Trunk Group

The term Trunk Group denotes a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

V and H Coordinates Method

The term V and H Coordinates Method denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

Wire Center

The term Wire Center denotes a building in which one or more central offices, or access tandems are located.

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1. APPLICATION OF TARIFF

1.1 APPLICATION

1.1.1 General

This tariff contains regulations, rates and charges applicable to the provision of intrastate Access Services provide to the Customer by Teleport Communications America, LLC, within the State of New Hampshire, hereinafter referred to as the Company.

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

Each service is offered independent of the others unless otherwise noted. Service is offered via the Company's facilities or in combination with resold exchange services, intraLATA services or transmission facilities provided by other certificated carriers.

When services and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as a part of the regulated or unregulated services offered by that company, the regulations of Company apply only to the use of the Company's services and facilities.

Unless the service description expressly provides otherwise, the services in this tariff are only available to Carriers.

The locations served by the Company and the services available are as set forth in Section 2.8.

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## 2. GENERAL REGULATIONS

### 2.1 UNDERTAKING OF THE COMPANY

#### 2.1.1 Scope

- A. The Company does not undertake to transmit messages under this Tariff.
- B. The Company shall be responsible only for the installation, operation and maintenance of the services it provides.
- C. The Company will, for maintenance purposes, test its service only to the extent necessary to detect and/or clear troubles.
- D. Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this Tariff.
- E. The Company does not warrant that its facilities and services meet standards other than those set forth in this Tariff.

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## 2. GENERAL REGULATIONS

### 2.1 UNDERTAKING OF THE COMPANY (continued)

#### 2.1.2 Limitations

Services offered herein are offered by the Company only under the terms of this Tariff. Therefore, any purchase by the Customer of a Service or Services offered by the Company pursuant to this Tariff shall be regarded as consent by the Customer to be held accountable for the obligations directed to a Customer under this Tariff. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in the tariff of the Company, a month is considered to have 30 days.

Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in the tariff of the Company. Customer will also be required to execute any other documents as may be reasonably requested by the Company. Irrespective of whether or not a Customer signs a written service order or any other documents requested by the Company, the Customer nonetheless remains financially responsible for any Service or Services purchased under this tariff.

At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order, this tariff and the tariffs of the Company prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

In any action between the parties to enforce any provision of this tariff or the tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

The Tariff of the Company shall be interpreted and governed by the laws of the State of New Hampshire without regard for its choice of laws provision.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.2 Limitations (continued)

A. Assignment or Transfer of Services

The Customer may assign or transfer the use of services provided under this Tariff only where there is no interruption of use or relocation of the services. Such assignment or transfer may be made to:

1. another Customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
2. a court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

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

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

B. Use and Restoration of Services

The use and restoration of services 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.

C. Reserved For Future Use

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## 2. GENERAL REGULATIONS

### 2.1 UNDERTAKING OF THE COMPANY (continued)

#### 2.1.2 Limitations (continued)

##### D. Resale and Sharing

Any service provided under the Company tariffs or Service Guides may be resold to or shared with other persons at the option of Customer, except as provided in Section 2.1.2.A.. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to the tariffs or Service Guides of the Company, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use. Customers are responsible for obtaining all required authorization to provide telecommunications services on a resale or shared basis.

##### E. Joint Use Arrangements

Joint use arrangements will be permitted for all services available for resale and sharing pursuant to the Company tariffs or Service Guides. From each joint use arrangement, one member will be designated to the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.3 Liability

A. Limits of Liability

The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected.

B. Acts or Omissions

The Company shall not be liable for any act or omission of any other Carrier or Customer providing a portion of a service, no shall the Company for its own act or omission hold liable any other Carrier or Customer providing a portion of a service.

C. Damages to Customer or End User Premises

The Company is not liable for damages to the Customer Premises or any End User Premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.

D. Explosive Atmospheres

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.

E. No License Granted

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

F. Circumstances Beyond the Company's Control

The Company's failure to provide or maintain services under this Tariff shall be excused by labor difficulties, governmental orders, acts or omissions of sub-contractors or suppliers, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.

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## 2. GENERAL REGULATIONS

### 2.1 UNDERTAKING OF THE COMPANY (continued)

#### 2.1.3 Liability (continued)

##### G. Commission Determination

The above language (and any and all language which appears in this Tariff addressing liability of the Company or its Customers) does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and any direct, indirect and consequential damage claims.

##### H. Force Majeure

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 of any other government, including state and 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 or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

#### 2.1.4 Provision of Services

The Company will provide to the Customer, at the Customer's request upon reasonable notice, services offered in this Tariff. Services will be made available to the extent that such services are or can be made available with reasonable effort, and the Company determines in its discretion that sufficient capacity and facilities are available to allow for the provision of such services.

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## 2. GENERAL REGULATIONS

### 2.1 UNDERTAKING OF THE COMPANY (continued)

#### 2.1.5 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or Service Guides of the other communications carriers which are applicable to such connections.

Facilities furnished under the tariffs or Service Guides of the Company may be connected to Customer provided terminal equipment in accordance with the provisions of the tariffs or Service Guides of the Company. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

#### 2.1.6 Reserved for Future Use

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## 2. GENERAL REGULATIONS

### 2.1 UNDERTAKING OF THE COMPANY (continued)

#### 2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business, substitute, change or rearrange any Company facilities used in providing service under this Tariff. Such actions may include, without limitation:

- substitution of fiber or optical facilities,
- change of minimum protection criteria,
- change of operating or maintenance characteristics of facilities, or
- change of operations or procedures of the Company.

In case of any such substitution, change or rearrangement, the transmission parameters will be within the range set forth in applicable sections of this Tariff. The Company shall not be responsible if any such substitution, change or rearrangement renders any Customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the Customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the Customer to determine reasonable notification procedures.

#### 2.1.8 Refusal and Discontinuance of Service

- A. If a Customer fails to comply with 2.3.1, 2.3.5, 2.3.6, 2.4 or 2.5 following, including any Customer's failure to make payments on the date and times therein specified, the Company may, on thirty (30) days written notice to the Customer, take the following actions:

- refuse additional applications for service from the Customer and/or;
- refuse to complete any pending service orders from the Customer, and/or;
- discontinue the provision of service to the Customer.

In the case of discontinuance all applicable charges, including termination charges, shall become due.

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## 2. GENERAL REGULATIONS

### 2.1 UNDERTAKING OF THE COMPANY (continued)

#### 2.1.8 Refusal and Discontinuance of Service (continued)

- B. If a Customer or Customer's End User fails to comply with 2.2.2 following, the Company may, on its own initiative or upon written request from a Customer, an End User or another Carrier, terminate service to any Customer or End User identified as having utilized service provided under this Tariff in the completion of abusive or unlawful telephone calls. Service shall be terminated by the Company as provided for in its local exchange service tariffs or Service Guides.

In such instances when termination occurs pursuant to a request, the Company shall be indemnified, defended and held harmless by any Customer, End User or other Carrier requesting termination of service against any suit, claim, loss or damage, including punitive damages, attorney fees and court costs, arising from the Company's actions in terminating such service, unless caused by the Company's sole negligence.

- C. Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R. Section 68.108, if the Customer fails to comply with 2.2.1 following, the Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, the Company may temporarily discontinue service forthwith if such action is reasonable in the circumstances. In case of such temporary discontinuance, the Customer will be notified promptly and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.

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## 2. GENERAL REGULATIONS

### 2.1 UNDERTAKING OF THE COMPANY (continued)

#### 2.1.8 Refusal and Discontinuance of Service (continued)

- D. If the Company does not refuse additional applications for service and/or does not discontinue the provision of the services as specified for herein, and the Customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service and/or to discontinue the provision of the services to the non-complying Customer without further notice.
- 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 2.1.8.E, 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.

#### 2.1.9 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.

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## 2. GENERAL REGULATIONS

### 2.1 UNDERTAKING OF THE COMPANY (continued)

#### 2.1.10 Coordination with Respect to Network Contingencies

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 affect telecommunications services.

#### 2.1.11 Provision and Ownership of Telephone Numbers

The Company reserves the right to assign, designate or change telephone numbers, any other call number designations associated with services provided under this Tariff, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary for the Company to make a change in such number(s), the Company will furnish to the Customer six (6) months notice, by Certified U.S. Mail of the effective date and an explanation of the reason(s) for such change(s).

#### 2.1.12 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company network. The Company maintains the right to apply protective controls over any traffic carried over its network, including that associated with Access Services or Network Interconnection Services. Generally, protective measures (such as those actions which selectively cancel the completion of traffic) would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

#### 2.1.13 Shortage of Equipment or 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 on a non-discriminatory basis.

The furnishing of service under the tariffs or Service Guides of the Company is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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## 2. GENERAL REGULATIONS

### 2.1 UNDERTAKING OF THE COMPANY (continued)

#### 2.1.14 Governmental Authorizations

The provision of services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

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## 2. GENERAL REGULATIONS

### 2.2 USE

#### 2.2.1 Interference or Impairment

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this Tariff shall not:

- interfere with or impair service over any facilities of the Company, its affiliated companies, or its connecting and concurring carriers involved in its services,
- cause damage to their plant,
- impair the privacy of any communications carried over their facilities, or
- create hazards to the employees of any of them or to the public.

#### 2.2.2 Unlawful and Abusive Use

The service provided under this Tariff shall not be used for an unlawful purpose or used in an abusive manner.

Abusive use includes:

- The use of the service of the Company for a call or calls, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another;
- The use of the service in such a manner as to interfere with the use of the service by one or more other Customers or End Users.

If a Customer (or any reseller or intermediary in the sales chain between the Customer and an End User) fails to comply with Section 2.2.3., following, the Company may, on written notification to the Customer, immediately deny requests for additional service and/or restrict service to the non-complying Customer. If the non-compliance is not cured to the Company's reasonable satisfaction within thirty (30) days after the date of notification, the Company may discontinue the service upon five (5) days prior written notice to the Customer (such cure may require, among other things, corrective communications with end users, in addition to cessation of the non-complying use of the Company's Marks). The Company may pursue any other available remedies with respect to the conduct that constitutes the non-compliance.

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## 2. GENERAL REGULATIONS

### 2.2 USE (continued)

#### 2.2.3 Use of Company's Marks

- A. use of Company's Marks in comparative advertising solely to identify the Company as a competitor, or to identify Company's competing services, provided such use is not made in a factually incorrect or misleading context or in a manner that is likely to cause confusion or mistake, or to deceive or to identify the Company as an underlying provider of the reseller's service;
- B. use of Company's Marks pursuant to the terms of a separate written brand licensing agreement;
- C. use of Company's name to the extent it is specifically required by statute, regulation or other government requirement to do so, and;
- D. indicate, in response to an unsolicited inquiry from an End User (including a prospective End User), that it uses the Company as its underlying carrier, provided the reseller also:
  1. advises the End User that a portion of its service will be provided using reseller's own switching or transmission facilities (if applicable);
  2. identifies any other long distance providers the reseller uses in providing service to the End User;
  3. advises the End User it will not be the Company's Customer for the resold service, and;
  4. does not emphasize the Company's name more than either its own name or that of any other long distance provider the reseller uses.

#### 2.2.4 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff or uses specific services that are not authorized.

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## 2. GENERAL REGULATIONS

### 2.2 USE (continued)

#### 2.2.4 Unauthorized Use of the Network (continued)

##### B. The following activities constitute fraudulent use:

1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
2. Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
3. Toll Free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
4. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

##### C. Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff

### 2.3 OBLIGATIONS OF THE CUSTOMER

#### 2.3.1 Damages

The Customer shall reimburse the Company for damages to 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.

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## 2. GENERAL REGULATIONS

### 2.3 OBLIGATIONS OF THE CUSTOMER (continued)

#### 2.3.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this Tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period. The equipment shall be returned in as good condition, as reasonable wear will permit.

#### 2.3.3 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.

#### 2.3.4 Customer Responsibilities

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to the tariffs or Service Guides of the Company;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User with these regulations; or by fire or theft or other casualty on the Customer's or any User's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate the Company facilities and equipment installed on the premises of the Customer or any User; and the level of heating and air conditioning necessary to maintain the proper

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.4 Customer Responsibilities (continued)

The Customer shall be responsible for: (continued)

- D. any and all costs associated with obtaining and maintaining the rights-of-way from the point of entry at the Customer's location to the termination point where service is finally delivered to the Customer, including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities. The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such right-of-way. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;

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## 2. GENERAL REGULATIONS

### 2.3 OBLIGATIONS OF THE CUSTOMER (continued)

#### 2.3.4 Customer Responsibilities (continued)

The Customer shall be responsible for: (continued)

- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer or User premises or the rights-of-way for which Customer is responsible under Section 2.3.4(D) preceding, granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer or any User at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H. making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

#### 2.3.5 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 2.4.5.C.4. following, no credit will be allowed for any interruptions involved during such tests and adjustments.

#### 2.3.6 Design of Customer Services

Subject to the provisions of 2.1.7. preceding, the Customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the Company's facilities.

Customer services must be designed and maintained, and sufficient services ordered from the Company, so that the following grades of service are maintained on the Customer's Access Service or Network Interconnection Service trunks:

- For traffic routed via Access Tandems: P.005
- For traffic routed directly to End Offices: P.01

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## 2. GENERAL REGULATIONS

### 2.3 OBLIGATIONS OF THE CUSTOMER (continued)

#### 2.3.7 References to the Company

The Customer may advise End Users that certain services are provided by the Company in connection with the service the Customer furnishes to End Users; however, the Customer shall not represent that the Company jointly participates in the Customer's services.

#### 2.3.8 Indemnification of the Company

##### A. By the Customer

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

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

The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the Customer or third parties arising out of any act or omission of the Customer in the course of using services provided this Tariff.

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## 2. GENERAL REGULATIONS

### 2.3 OBLIGATIONS OF THE CUSTOMER (continued)

#### 2.3.8 Indemnification of the Company (continued)

##### B. By the End User

1. With respect to claims of patent infringement made by third persons, the End User shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this Tariff, any circuit, apparatus, system or method provided by the End User.
2. The End User shall defend, indemnify and save harmless the Company from and against any suits, claims, losses and damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the End User's circuits, facilities, or equipment connected to the Company's services provided under this Tariff including, without limitation, Worker's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the End User's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the End User to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this Tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortuous conduct of the End User, its officers, agents or employees.
3. The End User shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the End User or third parties arising out of any act or omission of the End User in the course of using services provided under this Tariff

#### 2.3.9 Coordination with Respect to Network Contingencies

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

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## 2. GENERAL REGULATIONS

### 2.3 OBLIGATIONS OF THE CUSTOMER (continued)

#### 2.3.10 Jurisdictional Report Requirements

##### A. General

The Company cannot in all cases determine the jurisdictional nature of Customer traffic and its related minutes of use. In such cases the Customer shall be requested to provide a projected estimate of its split between the intrastate and interstate jurisdictions. The following regulations govern such estimates and their reporting by the Customer.

Pursuant to Federal Communications Commission Order FCC 85-145 released April 16, 1985, interstate usage is to be developed as though every call that enters a Customer network at a point within the same state as that in which the called station (as designated by the called station telephone number) is situated is an intrastate communication and every call for which the point of entry is a state other than that where the called station (as designated by the called station telephone number) is situated is an interstate communication.

##### B. Jurisdictional Reports

When the Company is unable to determine the jurisdictional nature of the Customer's traffic, the Customer shall report the Percent of Interstate Use (PIU) by LATA and such report will be used for billing purposes.

Effective on the first of January, April, July and October of each year the Customer shall update the jurisdictional report. The Customer shall forward to the Company, to be received no later than twenty (20) days after the first of each such month, a revised report showing the intrastate and interstate percent of use for the past 12 months ending the last day of December, March, June and September, respectively for each LATA. The revised report will serve as the basis for the next three (3) months billing and will be effective on the bill date for that service. No prorating or back billing will be done based on the revised report.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.10 Jurisdictional Report Requirements (continued)

B. Jurisdictional Reports (continued)

If the Customer does not supply the jurisdictional reports, the Company may deem the Customer to have reported percentages that are the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company may deem the Customer to have reported percentages that are the same as those provided in the order for service. Absent percentages supplied (or deemed by the Company to have been supplied) by the Customer, the Company will, only for that portion of the Customer's usage for which the Company is unable to determine the appropriate jurisdiction, bill the Customer's usage at the jurisdictional rate which produces the highest charge. This default billing procedure will remain in effect until the Customer: provides call detail information to the Company pursuant to 2.3.12 following (if the provision of such information would permit the Company to determine jurisdiction), supplies the necessary jurisdictional percentages, or agrees with the Company on an alternate default billing procedure.

C. Jurisdictional Audits

The Customer shall keep sufficient detail from which the percentages of use reported to the Company (or deemed by the Company to have been reported) can be verified and upon request of the Company make such records available for inspection and audit. The Customer shall supply the required data to the Company within 30 calendar days of the Company request. The Customer must maintain these records for 24 months from the date the report became effective for billing purposes.

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## 2. GENERAL REGULATIONS

### 2.3 OBLIGATIONS OF THE CUSTOMER (continued)

#### 2.3.10 Jurisdictional Report Requirements (continued)

Initiation of an audit will be at the sole discretion of the Company. The audit shall be performed by an independent party selected by the Company. An audit may be initiated by the Company for a single Customer no more than once per year.

In the event that an inspection or audit reveals that any Customer reported percentages of use were incorrect, the Company shall apply the inspection or audit result to all usage affected by the inspection or audit. The Customer shall be back billed or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Back billed amounts are subject to a late payment penalty as set forth in 2.4.2.C. following.

Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of charges to the Company of five (5) percent or more of the total Access Services or Network Interconnection Services bill, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be bills, in reasonable detail, submitted to the Company by the auditor.

Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

#### 2.3.11 Determination of Charges for Mixed Intrastate and Interstate Usage

##### Usage Sensitive Rate Elements

When the Customer's usage has mixed intrastate and interstate traffic, for that portion of the usage for which the Company is unable to determine the appropriate jurisdiction, the usage charges will be prorated between the intrastate and interstate. The jurisdictional percentages or default procedure set forth in 2.3.10 preceding, will serve as the basis for prorating the charges.

##### Monthly and Nonrecurring Chargeable Rate Elements

When the jurisdiction of the rate element can be determined by the Company the charges applicable to the appropriate jurisdiction will be applied. Rate elements for which the Company cannot determine the appropriate jurisdiction will be prorated between intrastate and interstate. The jurisdictional percentages or default procedure set forth in 2.3.9 preceding, will serve as the basis for prorating the charges.

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## 2. GENERAL REGULATIONS

### 2.3 OBLIGATIONS OF THE CUSTOMER (continued)

#### 2.3.11 Determination of Charges for Mixed Intrastate and Interstate Usage (continued)

##### Identification and Rating of VoIP-PSTN Traffic

###### A. Scope

This section only applies to VoIP-PSTN traffic exchanged between the Company and the customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. VoIP-PSTN traffic originates and/or terminates in IP format if it originates from and/or terminates to an end-user customer of a service that requires Internet protocol-compatible customer premises equipment. (1)

1. This section governs the identification of originating and terminating intrastate toll VoIP-PSTN traffic and facilities to which interstate switched access rates apply (unless the parties have agreed otherwise) in accordance with the transitional Inter-carrier Compensation framework for VoIP-PSTN traffic adopted by the Federal Communications Commission in its Report and Order, FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order"). Specifically, this section establishes the method that will be used to identify the percentage of the customer's intrastate access traffic, that will be treated as intrastate toll VoIP-PSTN traffic (referred to in this tariff as "Relevant VoIP-PSTN Traffic"),
2. This section applies to originating and terminating intrastate switched access minutes of use ("MOU") and facility rate elements of all Access customers.
3. The customer shall not modify its reported PIU factor to account for the VoIP-PSTN Traffic for MOU and facility rate elements.

(1) Although the Company has taken the position that this tariff, by its own terms, already applies to VoIP-PSTN traffic, as defined herein, the Company has included this section in the tariff out of an abundance of caution to prevent any claim that it does not so apply, and to implement the decision by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order") that VoIP-PSTN access traffic should be exchanged at interstate access rates (unless the parties have agreed otherwise). By its terms, the FCC Order is prospective only and does not address preexisting law with regard to the applicability of inter-carrier compensation or the enhanced service providers ("ESP") exemption to VoIP-PSTN Traffic. Including this section in the tariff in no way alters or otherwise affects the applicability of this tariff to VoIP-PSTN Traffic before the effective date of the FCC Order.

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## 2. GENERAL REGULATIONS

### 2.3 OBLIGATIONS OF THE CUSTOMER (continued)

#### 2.3.11 Determination of Charges for Mixed Intrastate and Interstate Usage (continued)

##### Identification and Rating of VoIP-PSTN Traffic (continued)

##### B. Rating of VoIP-PSTN Traffic \*

The Relevant VoIP-PSTN Traffic exchanged between the customer and the Company or other provider and facility rate elements identified in accordance with this tariff section will be billed at rates equal to the Company's applicable tariffed interstate switched access rates as specified in TCG FCC Tariff No. 2 at <http://serviceguide.att.com/ABS/ext/TariffDetails.cfm> unless the corresponding intrastate rates are lower. If the New Hampshire state access rates are lower, then that rate will be used for billing. Hereafter, these billed rates will be referred to in this tariff as the relevant "VoIP Rates".

##### C. Calculation and Application of Percent-VoIP-Usage Factors

The Company will determine the number of Relevant VoIP-PSTN Traffic originating MOU and the originating facility rate elements, effective July 1, 2014, to which VoIP Rates will be applied under subsection (B), above, by applying the Percent VoIP Usage ("PVU") factor to the intrastate access originating MOU exchanged and the facilities between the Company and the customer. The PVU factors will be derived and applied as follows:

\* Consistent with FCC regulations (47 CFR 51.913(a)), for the period of July 2012 through June 2014, Intrastate VoIP originating usage and originating dedicated facilities charges are required to be at the Intrastate rate and rate structure. Effective July 1, 2013, the Terminating usage and dedicated facilities are at the Interstate rate structure and the lower of the Interstate or Intrastate rates.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.11 Determination of Charges for Mixed Intrastate and Interstate Usage (continued)

Identification and Rating of VoIP-PSTN Traffic (continued)

C. Calculation and Application of Percent-VoIP-Usage Factors  
(continued)

1. The customer will calculate and furnish to the Company a factor (the "PVUC") on an ACNA basis which would aggregate traffic from all Carrier Identification Code(s) ("CIC") or Operating Company Numbers ("OCNs") associated with the ACNA. This PVUC represents the percentage (whole number) of the originating intrastate access MOU that the customer receives from the Company end users in the State, which is sent from the Company that is terminated in IP format at the customer's end user. This PVUC shall be based on information such as the number of the customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information satisfactory to the Company.
2. The Company will calculate and periodically update a factor (the "PVUT") representing the percentage (whole number) of the total intrastate access MOU that the Company exchanges with the customer's end users in the State, which is received from the Customer and terminated in IP format at the end user. This PVUT shall be based on information such as the number of the customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

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## 2. GENERAL REGULATIONS

### 2.3 OBLIGATIONS OF THE CUSTOMER (continued)

#### 2.3.11 Determination of Charges for Mixed Intrastate and Interstate Usage (continued)

Identification and Rating of VoIP-PSTN Traffic (continued)

#### C. Calculation and Application of Percent-VoIP-Usage Factors (continued)

3. The Company will develop a Customer Percent VoIP Usage ("PVU") factors combining the Customer's PVUC factor with the Company's PVUT factor.

a. The PVU calculation below is applied when the Company does not bill based on actual call detail records for the intrastate Company's IP traffic at VoIP Rates.

$PVU = PVUC + [PVUT \times (1 - PVUC)]$  is applied to the Company's end user's originating intrastate MOU and facility rate elements

Example: The customer reported 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 originating Intrastate MOU exchanged between the Company's end users and the customer will be rated at VoIP Rates.

b. The PVU calculation below is applied when the Company bills are based on the actual originating call detail records for the intrastate Company's IP traffic at VoIP 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 MOU.

$PVU = PVUC + [PVUT \times (1 - PVUC)]$  applied to the facility rate elements

Example: The Company has identified that there was 10,500 originating Intrastate MOU that were identified exchanged between the Company's IP end users and the customer. 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 originating Intrastate MOU exchanged between the Customer and the Company's TDM end users will be rated at VoIP Rates and the terminating intrastate 10,500 MOU will also be rated at VoIP Rates.

For the facility rate elements, the formula that is applied to the intrastate dedicated facilities is as follows:

$PVU = 40\% \text{ plus } (10\% \text{ times } (1 - 40\%)) = 46\%$

Therefore 46% of the Intrastate facilities will be rated at VoIP Rates.

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## 2. GENERAL REGULATIONS

### 2.3 OBLIGATIONS OF THE CUSTOMER (continued)

#### 2.3.11 Determination of Charges for Mixed Intrastate and Interstate Usage (continued)

Identification and Rating of VoIP-PSTN Traffic (continued)

#### C. Calculation and Application of Percent-VoIP-Usage Factors (continued)

4. If the customer does not furnish the Company with a PVUC pursuant to the preceding paragraph (C) (1), the Company will utilize a customer PVUC of 0%.

#### D. PVU Factor Updates

The customer must update the PVUC factor quarterly using the method set forth in subsection (C) (1) through (4), above. The customer shall forward to the Company, no later than September 15, 2012, this new PVUC factor.

Prospectively, the customer may update the PVUC factor quarterly using the method set forth in subsection (C) (1) through (4) above. If the customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVUC factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVUC to calculate a revised PVU. The revised PVU factor will only apply prospectively and serve as the basis for billing until superseded by a new PVU.

#### E. PVU Factor Verification

Not more than twice in any year, the Company may ask the Customer to verify the PVUC factor furnished to the Company. The customer shall comply, and shall reasonably provide the records and other information used to determine their PVUC as specified in section (C) (1) and (4) above. The customer shall retain and maintain (for verification purposes) the records and other information used to determine the PVUC, for at least 12 months after the PVUC is filed (or longer if any other section of the Company's tariffs or applicable law requires a longer period). The verification process shall be conducted consistent with the provisions in Section 2.3.3 of the Company's FCC Access Services Tariff.

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## 2. GENERAL REGULATIONS

### 2.3 OBLIGATIONS OF THE CUSTOMER (continued)

#### 2.3.11 Determination of Charges for Mixed Intrastate and Interstate Usage (continued)

##### Identification and Rating of VoIP-PSTN Traffic (continued)

##### F. Verification Process

The Company will review these Customer provided PVUC records referenced in (E) above. If the review results represent what the Company considers to be a substantial deviation from the customer's previously reported PVUC or if the PVUC appears unreasonable as compared to other related types of data, the Company will contact the customer within 30 days. This deviation issue will be dealt with in one of the following ways. The current PVUC will continue to be utilized until resolution from either of the 2 methods below.

1. The Company and the customer will come to an agreement as to an appropriate PVUC within 30 days of the provision of the PVUC records.
2. The Company within 45 days of the receipt of these records will make these customer PVUC records available to an independent auditor for review for the purpose of determining a PVUC. If these PVUC records are not available or these records are not substantive enough for the auditor to calculate a PVUC, then a PVUC factor of zero will be assigned. This zero PVUC will be utilized until either a PVUC can be agreed upon between the Company and the customer or an audit can be completed utilizing records acceptable for an audit conclusion. When an audit has been completed employing the records acceptable for an audit conclusion, the PVUC resulting from the audit report will be employed until the next customer provided PVUC is available as referenced in the (E) or (F) procedures above.

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## 2. GENERAL REGULATIONS

### 2.3 OBLIGATIONS OF THE CUSTOMER (continued)

#### 2.3.12 SS7 Signaling; Call Detail Information

##### A. SS7 Signaling

The Customer will use SS7 signaling to set up Calls pursuant to this Tariff. The Customer shall provide Calling Party Number (CPN) within the SS7 signaling message, if available. If it is technically infeasible for the Customer to use SS7, multi-frequency (MF) signaling shall be used by the Customer. The Customer may elect to arrange for signaling connectivity through a third party provider which is connected to the Company's SS7 network.

##### B. Call Detail Information

To the extent not provided pursuant to A. preceding, the Customer shall, to the extent technically feasible and consistent with industry standards, cause to be transmitted to the Company with each Call information sufficient to identify the originating and terminating telephone numbers for such Call and each Carrier (including the Customer) with respect to such Call.

#### 2.3.13 Supervisory Signaling

The Customer's facilities connected to Access Service shall provide the necessary On-hook, Off-hook, answer and disconnect supervision.

#### 2.3.14 Reserved for Future Use.

#### 2.3.15 Sales, Use and Other Taxes/Charges

The Customer is responsible for the payment of its portion of any sales, use, gross receipts, excise, franchise, 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 upon the provision, sale or use of services.

If the Company becomes liable for any sales, use, gross receipts, excise, franchise, access or other local, state or federal taxes, charges or surcharges (however designated), excluding taxes on the Company's net income, which are imposed on or based upon the provision, sale or use of services, and which are in addition to such taxes, charges or surcharges already specified in this Tariff, in such event the Customer shall be responsible for payment of such taxes, charges or surcharges from the date that the Company first became liable for same.

In the event of any dispute over the lawfulness of any tax, charge or surcharge, the Company may elect to impose such tax, charge or surcharge during such dispute, unless otherwise ordered by a court or other lawful authority with jurisdiction. The Company shall credit or refund any funds thus collected, if ordered to do so by such court or other lawful authority if such funds were retained by the Company, or were returned to the Company by the taxing jurisdiction which imposed such tax charge or surcharge.

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## 2. GENERAL REGULATIONS

### 2.3 OBLIGATIONS OF THE CUSTOMER (continued)

#### 2.3.16 Settlements Through Other Carriers

Where traffic is transmitted through the facilities of another Carrier, including the Incumbent Local Exchange Carrier, the Company and the Customer may permit such other Carrier to act on their behalf for billing and settlements relating to such traffic.

In certain circumstances, the Company makes arrangements with another carrier (an Intermediate Carrier) under which the Intermediate Carrier will provide services that may include, without limitation, data base, switching and/or transport services in connection with Calls and is authorized by the Company to bill the Customer for all access services under the Intermediate Carrier's tariff as if all such services had been provided by the Intermediate Carrier. Where such arrangements are in effect, the terms and conditions governing payment (including applicable rates and charges) for services shall be governed by the applicable tariff of the Intermediate Carrier (or other arrangement in effect between the Intermediate Carrier and the Customer), rather than this Tariff.

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## 2. GENERAL REGULATIONS

### 2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

#### 2.4.1. Description of Rates and Charges

There are three types of rates and charges that can apply to Access Services and Network Interconnection Services. These are monthly recurring rates, usage rates and nonrecurring charges. These rates and charges are applied differently to the various rate elements as set forth in applicable sections of this tariff. Other charges may also apply as set forth in D. following.

##### A. Monthly Rates

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

##### B. Usage Rates

Usage rates are rates that apply only when a specific rate element is used. These are applied on a per occurrence (e.g., access minute or query) basis. Usage rates are accumulated over a monthly period.

##### C. Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation of new services or rearrangements of installed services).

1. Installation of Service: The nonrecurring charges applicable to the installation of Access Services and Network Interconnection Services are applied on a per facility, trunk or other basis as specified in Section 3 or Section 4. In addition, certain nonrecurring charges may consist of "first" and "additional" charges. When charges are listed in this manner, the "first" charge applies to the first facility or trunk specified on the order, with the "additional" charge applied to each additional facility or trunk specified on the same order.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.1. Description of Rates and Charges (continued)

C. Nonrecurring Charges (continued)

2. Reserved for Future Use

3. Reserved for Future Use

4. Engineering Charges

Engineering Charges apply in connection with Network Interconnection Service. These charges apply per DS1 trunk group (24 trunks).

5. Ordering Charges

Certain nonrecurring charges apply in connection with the ordering of Access Services or Network Interconnection Services as set forth in Price List Section 4. (e.g., Installation Charge, Access Order Charge, Service Date Change Charge, Design Change Charge).

D. Other Charges

If an entity other than the Company (e.g. another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs in connection with a service for which the Company charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such charges that subsequently become applicable retroactively.

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## 2. GENERAL REGULATIONS

### 2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

#### 2.4.2. Payment of Rates, Charges and Deposits

##### A. Deposits

The Company will only require a Customer which has a proven history of late payments to the Company or does not have established credit, to make a deposit prior to or at any time after the provision of a service to the Customer. No such deposit will be required of a Customer which is a successor of a Company which has established credit and has no history of late payments to the Company. Such deposit will not exceed the actual or estimated rates and charges for the service for a two (2) month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded.

Such a deposit will be refunded or credited to the account when the Customer has established credit or, in any event after the Customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the Customer.

Interest will accrue from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company. Should a deposit be credited to the Customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the Customer's account.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.2. Payment of Rates, Charges and Deposits (continued)

B. Bill Dates

The Company shall bill on a current basis all charges incurred by and credits due to the Customer under this Tariff attributable to services established or discontinued during the preceding billing period. 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 bill day (i.e., the billing date of a bill for a Customer for service under this Tariff), the period of service each bill covers and the payment date will be as follows:

1. Access Service and Network Interconnection Service

Unless otherwise provided in this Tariff, for Access Service and Network Interconnection Service, the Company will establish a bill day each month for each Customer account or advise the Customer in writing of an alternate billing schedule. Alternate billing schedules shall not be established on less than sixty (60) days notice or initiated by the Company more than twice in any consecutive twelve (12) month period.

The bill will cover non-usage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due in Immediately Available funds in U.S. dollars by the payment date, as set forth in C. following. If payment is not received by the payment date, a late payment penalty will apply as set forth in C. following.

Notwithstanding the above, bills will not be issued for amounts under \$105.00. In such cases Customer billing will be held until the total amount of the bill equals or exceeds \$105.00 or the Customer discontinues its service with the Company.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.2. Payment of Rates, Charges and Deposits (continued)

C. Payments Dates and Late Payment Charges

1. All bills dated as set forth in B.2. preceding, provided to the Customer by the Company are due thirty (30) days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in Immediately Available funds in U.S. dollars. If the Customer does not receive a bill at least twenty (20) days prior to the 30 day payment due date, then the bill shall be considered delayed. When the bill has been delayed, upon request of the Customer the due date will be extended by the number of days the bill was delayed. Such request of the Customer must be accompanied with proof of late bill receipt.

If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Customer as follows:

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

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.2. Payment of Rates, Charges and Deposits (continued)

C. Payments Dates and Late Payment Charges (continued)

2. Further, 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 as set forth in 1. preceding, or if a payment or any portion of a payment is received by the Company in funds which are not Immediately Available funds in U.S. dollars, then subject to billing and systems availability a Late Payment Charge shall be due to the Company. The Late Payment Charge late factor shall be 1.5% per month unless an applicable law or regulation specifies a lower interest rate to be charged or portion thereof applied from the 31<sup>st</sup> Calendar day after 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.

D. Disputed Bill Procedures

1. In the event of a billing dispute, the Customer may dispute a bill only by written notice delivered to the Company within thirty (30) days of receipt of the invoice and must include sufficient documentation, consistent with the requirements as specified in presents sufficient written documentation to the Company to support its claim for incorrect billing. Unless such notice and documentation is received in the timely fashion indicated above, the bill statement shall be deemed to be correct and payable in full by the Customer. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Service Commission in accordance with the Commission's rules and procedures in the state where the billing dispute occurred.
2. In the event that the Customer disputes all or part of the billed amount and if the Company sustains the disputed charges after investigating the dispute, the applicable Late Payment Charge will apply to any unpaid charges and shall be deemed correct and binding on the Customer. If, alternatively, the Company credits the charges after investigating the dispute, the Late Payment Charge will not apply.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.2. Payment of Rates, Charges and Deposits (continued)

D. Disputed Bill Procedures (continued)

3. Sufficient written documentation consists of the following information, where such information is relevant to the dispute:

a. Reserved for Future Use

b. Switched Access

- A clear explanation of the basis of the dispute, including what the Customer believes is incorrect (e.g., nonrecurring charge; mileage; circuit identification) and the reason why the Customer believes the bill is incorrect (e.g., monthly rate billed not same as in tariff; facility not ordered; service not received)
- The account number under which the bill was rendered
- The date of the bill
- The invoice number
- The exact dollar amount in dispute
- Call Detail Records (CDRs)
- The universal service order code(s) (USOCs) and/or rate element associated with the service
- Details sufficient to identify the specific amount(s) and item(s) in dispute
- The name of the person responsible for the Customer's dispute
- Additional data as the Company reasonably requests from the Customer to resolve the dispute. The request for such additional information shall not affect the Customer's dispute date as set forth preceding.

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## 2. GENERAL REGULATIONS

### 2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

#### 2.4.2. Payment of Rates, Charges and Deposits (continued)

##### E. Billing Disputes Resolved in Favor of the Customer

If the Customer pays the total billed amount as required under D. preceding and disputes all or part of the amount, the Company will refund any overpayment. In addition, the Company will pay to the Customer penalty interest on the overpayment. When a claim is filed within ninety (90) days of the due date, the penalty interest period shall begin on the payment date. When a claim is filed more than ninety (90) days after the due date, the penalty interest period shall begin from the date of the claim or the date of overpayment, whichever is later.

The penalty interest period shall end on the date that the Company actually renders the overpayment to the Customer. The penalty interest rate shall be the rate set forth in C.2. preceding.

##### F. Proration of Charges

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period will be prorated to the number of days based on a thirty (30) day month. The Company will, upon request, furnish within thirty (30) days of a request and at no charge to the Customer such detailed information as may reasonably be required for verification of any bill.

##### G. Rounding of Charges

When a rate as set forth in this tariff is shown to be more than two decimal places, the charges will be determined using the rate shown. The resulting total amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

#### 2.4.3. Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month except as otherwise specified. Usage rated services (e.g., Tandem-Switched Transport) have no minimum period.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not. The applicable charge will be the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period plus any usage, nonrecurring and/or Special Construction charge(s) that may be due.

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## 2. GENERAL REGULATIONS

### 2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

#### 2.4.4. Applications for Service

Applications for service are non-cancellable 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 for those specified below.

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 (all discounted to present value at six percent (6%)).

Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

The special charges described above will be calculated and applied on a case-by-case basis.

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## 2. GENERAL REGULATIONS

### 2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

#### 2.4.5. Credit Allowance for Service Interruptions

##### A. General

A service is interrupted when it becomes unusable to the Customer because of a failure of a facility or component used to furnish service under this Tariff or in the event that the protective controls applied by the Company as set forth in 2.1.12 following result in the complete loss of service by the Customer. An interruption period starts when an inoperative service is reported to the Company, and ends when the service is operative.

##### B. When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption shall be provided unless one or more of the conditions set forth in Section 2.4.5.C. applies.

#### 1. Credit Allowance Computation

For flat rated Access Service rate elements, no credit shall be allowed for an interruption of less than thirty (30) minutes. The Customer shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of thirty (30) minutes or Major Fraction thereof that the interruption continues.

The monthly charges used to determine the credit shall be the total of all the monthly rate element charges associated with the service.

#### 2. Credit Allowances Cannot Exceed Monthly Charges

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

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.5. Credit Allowance for Service Interruptions (continued)

C. When a Credit Allowance Does Not Apply

No credit allowance will be made for:

1. Interruptions caused by the negligence of the Customer.
2. Interruptions of a service due to the failure of equipment or systems provided by the Customer or others.
3. Interruptions of a service during any period in which the Company is not afforded access to the premises where the service is terminated.
4. Interruptions of a service when the Customer has released that service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer prior to the release of that service.
5. Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
6. An interruption or a group of interruptions, resulting from a common cause that would result in credit in an amount less than one dollar.
7. Interruptions of a service which continue because of the failure of the Customer to authorize replacement of any element of Special Construction. The period for which no credit allowance is made begins on the seventh day after the Customer receives the Company's written notification of the need for such replacement and ends on the day after receipt by the Company of the Customer's written authorization for such replacement.

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## 2. GENERAL REGULATIONS

### 2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

#### 2.4.5. Credit Allowance for Service Interruptions (continued)

##### D. Use of an Alternative Service Provider by the Company

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

##### E. Temporary Surrender of a Service

In certain instances, the Customer may be requested by the Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the Customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of thirty (30) minutes or Major Fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

#### 2.4.6. Re-establishment of Service Following Fire, Flood or Other Occurrence

##### A. Nonrecurring Charges Do Not Apply

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

1. The service is of the same type as was provided prior to the fire, flood or other occurrence.
2. The service is for the same Customer.
3. The service is at the same location on the same premises.
4. The re-establishment of service begins within sixty (60) days after Company service is available. (The sixty (60) day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period).

##### B. Nonrecurring Charges Apply

Nonrecurring charges apply for establishing service at a different location on the same premises or at a different premises pending re-establishment of service at the original location.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.7. Title or Ownership Rights

The payment of rates and charges by Customers for the services offered under the provisions of this tariff does not assign, confer or transfer title or ownership rights to service designs, proposals, configurations or facilities developed or utilized, respectively, by the Company in connection with the provision of such services.

2.4.8. Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved

When an Access Service is provided by more than one telephone company, Meet Point Billing is required as set forth in A. following.

Meet Point billing applies where a customer orders Switched Access Service to a tandem operated by another Exchange Telephone Company which subtends an end office operated by the Company. All other recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates exhibited in their respective tariffs.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.8. Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (continued)

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

- A. When FGD is ordered by a customer to a tandem operated by another Exchange Telephone Company which is subtended by an end office operated by the Company, the customer must provide the original order to the Exchange Telephone Company which operates the access tandem, and must provide a copy of the order to this Company.

Each Exchange Telephone Company that accepts the order will provide the portion of Switched Transport in its territory to an interconnection point (IP) with another Exchange telephone Company, and will bill the service in accordance with its tariff(s). The rates for Switched Transport (fixed and per mile), are determined as follows:

1. The total mileage for the service is computed using the V&H Coordinate Method set forth in National Exchange Carrier Association Tariff F.C.C. No. 4 (NECA No. 4).
2. A billing factor called the Border Interconnection Percentage (BIP) is determined from NECA No. 4 directly.
3. The company's rates and charges are then multiplied by the appropriate quantity(ies) and the billing factor to obtain the charges for this company.

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## 2. GENERAL REGULATIONS

### 2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

#### 2.4.8. Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (continued)

The Company will handle ordering, rating and billing of Access Services under this tariff where more than one Exchange Telephone Company is involved in the provision of Access Services as follows: (continued)

B. The application of no distance sensitive rate elements varies according to the rate structure and location of the facilities involved:

1. When rates and charges are listed on a per point of termination basis, this company's rates will be billed for the termination(s) within this company's operating territory.
2. When rates and charges are listed on a per unit basis, e.g., multiplexing, this company's rates and charges will apply for the units located in this company's operating territory.
3. When rates and charges are developed on an individual case basis, such rates will be developed for the portion of the service provided by this company.
4. When rates and charges are listed on a per service basis, these rates and charges will be billed.
5. When rates and charges are listed on a per line or trunk installed basis, this company's rates will be billed based on the number of lines or trunks specified by the customer on its order for access service placed with this company.
6. When this company is an intermediate, non-terminating carrier in a given arrangement, channel mileage/fixed mileage charges will not apply.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.9. Cancellation of Service

If a Customer cancels or terminates services before the completion of the term for any reason whatsoever other than a service interruption, the Customer agrees to pay to the Company the following sums:

1. All non-recurring charges reasonably expended by the Company to establish service to the Customer; and
2. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company; and
3. All recurring charges for the balance of the then-current term; and
4. Any other charges specified in the service order for such early cancellation or termination.

The above sums will become due and owing as of the effective date of the cancellation or termination and be payable within the period, as set forth in this Tariff.

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## 2. GENERAL REGULATIONS

### 2.5 CONNECTIONS

Equipment and systems (i.e., terminal equipment, multiline terminating systems and communications systems) may be connected with Access Service furnished by the Company where such connection is made in accordance with the provisions specified in Technical Reference Publication AS No. 1, Issue II and in Section 2.1 of this Tariff.

### 2.6 PROVISION FOR CERTAIN LOCAL TAXES AND FEES

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar fees or taxes, whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, to the rates and charges stated in the Company's standard schedules, in amounts which in the aggregate for the Company's customers of any political entity shall be equal to the amount of any such fee or tax upon the Company.

The Company shall, so long as any such tax or fee is in effect, add to the bills of the customers in such political entity pro rata on the basis of the revenue derived by the Company from each such customer, an amount sufficient to recover any such tax or fee and may list this amount separately on the bill.

### 2.7 RESERVED FOR FUTURE USE

### 2.8 SERVICE AVAILABILITY AND RATING INFORMATION

#### 2.8.1 General

This section contains service availability and rating information applicable to the Access Services offered under this Tariff and is arranged as follows:

Section 2.8.2 - V&H Coordinate Method of Determining Airline Mileage

Section 2.8.3 - Reserved for Future Use

Section 2.8.4 - Meet Point Billing Information

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2. GENERAL REGULATIONS

2.8 SERVICE AVAILABILITY AND RATING INFORMATION (continued)

2.8.2 V&H Coordinate Method of Determining Airline Mileage

For Access Services and Network Interconnection Services provided under this Tariff, the airline mileage between any two wire centers is determined as follows:

- A. Obtain the "V" and "H" coordinates for each wire center from the NECA Tariff F.C.C. No. 4.
- B. Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
- C. Square each difference obtained in step (B) above.
- D. Add the square of the "V" difference and the square of the "H" difference obtained in step (C).
- E. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- F. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

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

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## 2. GENERAL REGULATIONS

### 2.8 SERVICE AVAILABILITY AND RATING INFORMATION (continued)

#### 2.8.3 Reserved for Future Use

#### 2.8.4 Meet Point billing Information

The applicable billing percentage factors for Access Services that are provided by more than one telephone company are as set forth in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

### 2.9 RESERVED FOR FUTURE USE

### 2.10 SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS

#### 2.10.1 General

Subject to the agreement of the Company and to all of the regulations contained in the tariffs or Service Guides of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this Tariff, or for the provision of service on an expedited basis or in some other manner different from the normal Tariff conditions. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on a temporary basis until permanent facilities are available;
- F. involving abnormal costs; or
- G. in advance of its normal construction.

#### 2.10.2 Basis for Charges

Where the Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in the Company's tariffs or Service Guides, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

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2. GENERAL REGULATIONS

2.10 SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS (continued)

2.10.3 Basis for Cost Computation

The costs referred to in Section 2.10.1, preceding may include one or more of the following items to the extent they are applicable:

- A. Installation cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installation cost includes the cost of:
  - equipment and materials provided or used,
  - engineering, labor and supervision,
  - transportation,
  - rights of way, and
  - any other item chargeable to the capital account;
- B. Annual charges including the following:
  - cost of maintenance;
  - depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
  - administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
  - any other identifiable costs related to the facilities provided; and
  - an amount for return and contingencies.

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## 2. GENERAL REGULATIONS

### 2.10 SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS (continued)

#### 2.10.4 Termination Liability

To the extent that there is no other requirement for use by the Company, the Customer may have a termination liability for facilities specially constructed at the request of the Customer if and only if such liability is clearly stated in written agreement between the Company and the Customer.

- A. The maximum termination liability is equal to the total cost of the special facility as determined under Section 2.12.2, preceding, adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided.
- B. The maximum termination liability as determined in paragraph (1) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six (6) percent, plus applicable taxes.

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#### 4. SWITCHED ACCESS SERVICE

##### 4.1. GENERAL

Switched Access Service provides for the capability of originating and terminating intrastate long distance calls to and from an end user's premises to a customer's facilities via the Company's switch.

Toll Free 8YY Transit Traffic Service is an access service in which the Company transports Toll Free traffic originated by a third party who is not an end user or other user of the Company's local exchange service through its wire center to an Interexchange Carrier Customer.

Connectivity options for Toll Free 8YY Transit Traffic service include (1) direct connection utilizing a Direct End Office Trunk (DEOT) from the Company's switch to the IXC, or (2) indirect connection via a tandem provider's switch.

##### A. Switched Access Service Arrangement

Switched Access is provided as a trunk side connection, Feature Group D (FGD), to the Company's switches with an associated Carrier Identification Code (CIC) for the customer's use in originating and terminating communications.

##### 4.1.1 Manner of Provisioning

A. Switched Access Service is provisioned as FGD at the DS1 level using D3/D4 format on a per trunk basis and is differentiated by type and directionality of transmission. Originating traffic type represents capacity for carrying traffic from the end user to the customer or Toll Free Transit Traffic originated by a third party who is not an end user of the Company; Terminating traffic represents capacity for carrying traffic from the customer to the end user. All traffic must be associated with customer-provided Carrier Identification Code (CIC).

B. An out of band signaling connection (Common Channel Signaling Access Services Port) is required in conjunction with FGD Service equipped with out of band signaling. Out of band signaling allows the customer to pass call set-up information utilizing Signaling System 7 (SS7) protocol over a path which is separate from the message path. This connection is provided at the DS0 level and provides the interconnection between the Company's Signal Transfer Point (STP) and the customer's Signaling Point of Interconnection (SPOI).

##### 4.1.2. Provisioning and Description of FGD

FGD is provided as trunk side switching and may be provided with wink start and MF-pulsing signals and answer and disconnect supervisory signaling. Out of band signaling may also be specified with or without signaling when out of band signaling is specified.

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4. SWITCHED ACCESS SERVICE

4.1. GENERAL (continued)

4.1.2. Provisioning and Description of FGD (continued)

FGD switching is provided with multi frequency address or out of band signaling. Up to 12 digits of the called party number dialed by the customer's end user using dual tone multifrequency or dial pulse address signals will be provided by the Company to the customer's premises where Switched Access Service terminates. Such address signals are subject to the ordinary transmission capabilities of the Digital Transmission Service provided proceeding.

Calls in the terminating direction will not be completed to 950-XXXX access codes, local operator assistance (0- and 0+), Directory Assistance (411 or 555-1212), service codes 611 and 911, or 10XXX access codes.

The access code for FGD switching is a uniform access code of the form 10XXX. A single access code will be the assigned number of all FGD access provided to the customer by the Company. No access code is required for calls to a customer over FGD facilities if the end user's service is arranged for presubscription.

When the 10XXX access code is used, FGD switching also provides for dialing the digit 0 for access to the customer's operator, 911 for access to emergency reporting services, or the end-of-dialing digit (#) for cut-through access to the customer's premises.

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#### 4. SWITCHED ACCESS SERVICE

##### 4.1. GENERAL (continued)

##### 4.1.2. Provisioning and Description of FGD (continued)

###### Optional Features

Optional features available with FGD are:

- A. Automatic Number Identification (ANI) This option provides the automatic transmission of a ten digit number and information digits to the customer's premises for originating calls to identify the calling station. The ANI feature is an end office software function which is associated on a call-by-call basis with all individual transmission paths in a trunk group. When out of band signaling is specified, the customer may obtain an ANI equivalent by ordering the Charge Number optional feature as specified in (d) following. The ten-digit ANI telephone number will be transmitted on all calls except those identified as multiparty line or ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described following).

The information digits identify: (1) telephone number is the station billing number - no special treatment required, (2) multiparty line- telephone number is a multiparty line and can not be identified - number must be obtained via an operator or in some other manor, (3) ANI failure has occurred in the end office switch which prevents identification of calling telephone number - number must be obtained via an operator or in some other manor, (4) hotel/motel originated call which requires room number identification, (5) coinless station, hospital, inmate, etc. call which requires special screening or handling by the customer, and (6) call is an Automatic Identified Outward Dialed (AIOD) call from customer premises equipment. The ANI telephone number is the listed telephone number of the customer and is not the telephone number of the calling party.

- B. Calling Party Number (CPN) This option provides for the automatic transmission of the calling party's ten-digit telephone number to the customer's premises for originating calls. The ten-digit telephone number consist of the NPA plus the seven-digit telephone number, which may or may not be the same as the calling station's charge number. The protocol for CPN is contained in Telcordia Technical Reference TR-TSV-000905. This feature is only available when out of band signaling is specified.

- The Company will transmit a "privacy indicator" as part of the CPN information in those jurisdictions where end users may elect that their CPN information may not be passed to the called party, and where the end user has taken the necessary actions to ensure that their CPN is so blocked.

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4. SWITCHED ACCESS SERVICE

4.1. GENERAL (continued)

4.1.2. Provisioning and Description of FGD (continued)

Optional features (continued)

- C. Charge Number (CN) This option provides for the automatic transmission of the ten-digit billing number of the calling station number and originating line information. The protocol for CN is contained in Technical reference TR-TSV-000905. This feature is only available when out of band signaling is specified.
- D. Carrier Selection Parameter (CSP) This option provides for the automatic transmission of a signaling indicator which signifies to the customer whether the call being processed originated from a presubscribed end user of that customer. The protocol for CSP is contained in Technical reference TR-TSV-000905. This feature is only available when out of band signaling is specified.
- E. 800 Data Base Access Service and Toll Free 8YY Transit Traffic Service. 800 Data Base Access Service is an originating only trunk side service. When an 800+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 800 number to determine the location to which the call is to be routed.

Toll Free 8YY Transit Traffic Service is an access service in which the Company transports Toll Free traffic originated by a third party who is not an end user or other user of the Company's local exchange or exchange access service through its wire center to an Interexchange Carrier Customer. The connection to the interexchange carrier can be either directly via a Direct End Office Trunk from the Company's switch to the IXC or indirectly via the tandem provider's switching facility. This service provides for the use of the Tandem Switching, Tandem Termination, Tandem Facility, and 800 Data Base Query functionalities.

To the extent the Company jointly provides Toll Free 8YY Transit Traffic Service in conjunction with a third-party carrier that will bill Interexchange Carrier Customers of that third-party carrier's switched access service, pursuant to that third-party carrier's tariff or other authority, for that third party carrier's portion of the total service, the Company and third party carrier(s) will enter into a billing agreement with all billing carriers which is consistent with the provisions contained in MECAB. Toll Free 8YY Transit Traffic Service calls routed to a tandem provider's switching facility will conform to the LATA restrictions as defined both in said tandem provider's switched access tariff and in MECAB.

800 Data Base Access Service calls and Toll Free 8YY Transit Traffic Service calls will be delivered to the customer directly from a Company end office only when the end office is equipped with 800 Data Base Query functionality, 800 calls will be blocked.

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4. SWITCHED ACCESS SERVICE

4.1. GENERAL (continued)

4.1.2. Provisioning and Description of FGD (continued)

Optional features (continued)

Switched Access Service rates and charges apply to 800 Data Base Access Services calls originated from Company end offices and calls originating from the Toll Free 8YY Transit Traffic Service. In addition to Switched Access usage charges, a basic query charge as specified following applies to each 800 Data Base Access Service call delivered to the customer and to each Toll Free 8YY Transit Traffic service call delivered to the customer. A basic query charge consists of customer identification {i.e., Carrier Identification Number (CIC), delivery of the ten-digit number, ANI, and the allowable area of service, designated by the customer, from which 800 calls can be received.)

- F. Common Channel Signaling Access Service (CCSAS). This option allows the customer to exchange signaling information for FGD call set up over a communications path which is separate from the message path. This service includes a dedicated 56 Kbps out of band signaling connection between the customers SPOI and the Company's STP. CCSAS is provisioned for two-way transmission of out of band signaling information.

Each CCSAS Signaling Connection provides for two-way digital transmission at a speed of 56 Kbps. The connection to the STP pair can be made from either the customer's signaling Point (SP) which requires a minimum of two 56 Kbps circuits or from the customer's STP pair which requires a minimum of four 56 Kbps circuits. STP locations are set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4.

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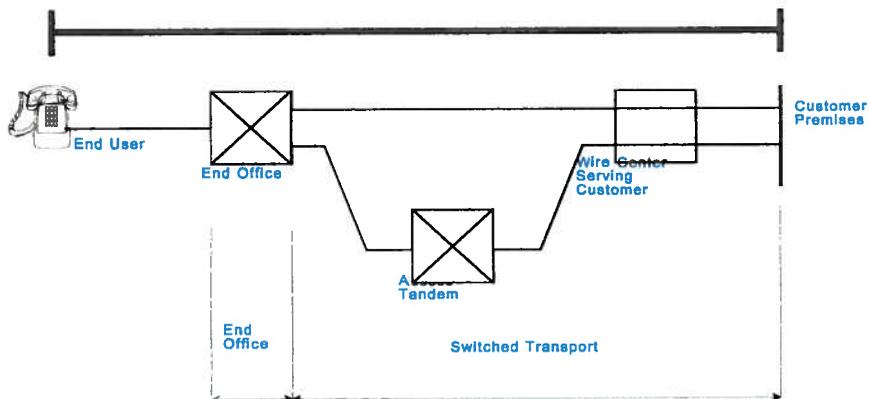
#### 4. SWITCHED ACCESS SERVICE

##### 4.2 RATES APPLICATION

Non-recurring and usage rates apply for each Switched Access Service furnished by the Company. Non-recurring charges are the one time charges that apply for a specific work activity, (e.g., new installations or changes to existing installations). Usage rates apply only when a specific rate element is used. They apply on a per Switched Access Service access minute and are accumulated over a monthly period.

##### 4.2.1 Rate Categories

The following diagram depicts a generic view of the components of Switched Access Service and the manner in which the components are combined to provide a complete service.



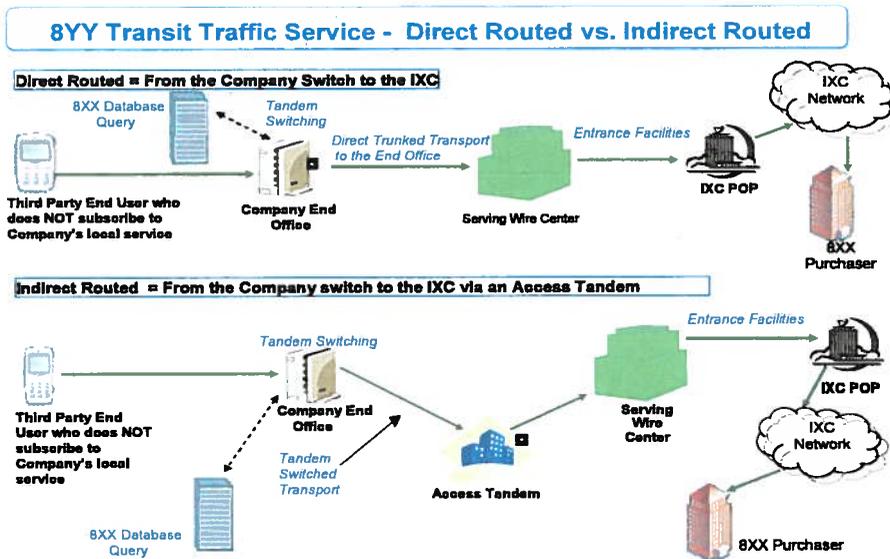
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4. SWITCHED ACCESS SERVICE

4.2 RATES APPLICATION (continued)

4.2.1 Rate Categories (continued)

The following diagram depicts the call flow for 8YY Transit Traffic Service.



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4. SWITCHED ACCESS SERVICE

4.2 RATES APPLICATION (continued)

4.2.1 Rate Categories (continued)

A. Entrance Facility Rate Category

An Entrance Facility provides the communications path between a customer's premises and the Company serving wire center (SWC) of that premises for the sole use of the customer. The Entrance Facility is provided as DS1 and/or DS3 service. An Entrance Facility is required whether the customer's premises and the serving wire center are located in the same or different buildings.

B. Direct Trunk Transport Rate Category

Direct Trunk 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 office. This transmission path is dedicated to the use of a single customer.

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

C. Tandem Switched Transport Rate Category

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

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#### 4. SWITCHED ACCESS SERVICE

##### 4.2 RATES APPLICATION (continued)

##### 4.2.1 Rate Categories (continued)

The Tandem Switched Transport rate category is comprised of a Tandem Transport fixed MOU rate, Tandem Transport Per Mile/Per MOU rate, and a Tandem Switching MOU rate. The fixed rate provides the circuit equipment at the end of the interoffice transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the interoffice circuits. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the tandem office and the end office using the V&H coordinates method for all of the customers usage at that specific tandem. The rate elements applicable to Tandem Switched transport facilities include the fixed and per mile Tandem Switched transport rate elements. The Tandem Switching rate element provides for the tandem switching functions. The Tandem Switched Transport Rate Category applies to Toll Free 8YY Transit Traffic Service.

In addition, the customer has the option to purchase direct trunks to the access tandem as specified above. If the customer chooses this option, the per mile/per MOU rate shall be measured between the tandem office and the end office (common traffic) using the V&H coordinates method for all of the customer's usage at that specific tandem. The tandem transport fixed per MOU and per mile rates will apply. In addition, the Tandem Switching rate may apply.

##### 1. 8YY Transit Traffic: - Direct-Routed

For direct-routed 8YY Transit Traffic, the tandem switching rate element will be billed. The tandem switching charge is in addition to the 800 Database Service charge described in Section 4.1.2.

##### 2. 8YY Transit Traffic: Indirect-Routed

For indirect-routed 8YY Transit Traffic, the following 3 rate elements will be billed: Tandem switching, tandem transport (fixed), tandem transport facility (per mile). These rate elements are in addition to the 800 Database Service charge described in Section 4.1.2.

#### D. Common Channel Signaling Access

Common channel Signaling Access (CCSA) is comprised of a STP Port Termination rate and a STP Link Transport rate.

The STP Port termination rate provides for the point of termination to the signal switching capability of the STP.

The STP Link Transport rate provides for the transmission facilities between the SWC of the customer designated premises and the Company STP. STP Link Transport may be provided by an Interconnector that has a collocated interconnection node in a wire center or other location where one of the Company's STP's is located.

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4. SWITCHED ACCESS SERVICE

4.2 RATES APPLICATION (continued)

4.2.1 Rate Categories (continued)

E. Interface Groups

Interface Groups are provided for terminating the Switched Transport at the customer's premises. Each Interface Group provides a specified interface at the customer's facilities, (e.g., DS1, DS3). Where transmission facilities permit, the individual transmission path between the customer's premises and the first point of switching may at the option of the customer be provided with optional features.

Interface Group 6 provides DS1 level digital transmission at the point of termination at the customer's premises. The interface is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths. The interface is provided with individual transmission path bit stream supervisory signaling.

Interface Group 9 provides DS3 level digital transmission at the point of termination at the customer's premises. The interface is capable of transmitting electrical signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice frequency transmission paths. The interface is provided with individual transmission path bit stream supervisory signaling.

F. End Office

The End Office rate category provides for the local switching and end user origination or termination functions necessary to complete the transmission of Switched Access Services to and from the end users served by the Company's end offices. The End Office rate category consists of the Switched Access rate element.

1. Switched Access Service Rate Category

The Switched Access Service rate element provides for the use of end office switching equipment, terminations for the end user lines terminating in the local end office, and for the termination of calls at a Company Intercept operator or recording when provided on Company switches.

The Switched Access Service rate element (unbundled) provides for the use of end office switching equipment, terminations for the end user lines terminating in the local end office, and for the termination of calls at a Company Intercept operator or recording when provided using unbundled network elements.

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4. SWITCHED ACCESS SERVICE

4.2 RATES APPLICATION (continued)

4.2.1 Rate Categories (continued)

F. End Office (continued)

2. Nonchargeable Optional Features - The following features are provided at no cost to the customer when Switched Access Service is provided by the Company.

- a. Automatic Number Identification (ANI)  
(Described in 4.1.2 (A) preceding)
- b. Calling Party Number (CPN)  
(Described in 4.1.2 (B) preceding)
- c. Charge Number (CN)  
(Described in 4.1.2 (C) preceding)
- d. Carrier Selection Parameter (CSP)  
(Described in 4.1.2 (D) preceding)
- e. Common Channel Signaling Access Service (CCSAS)  
(Described in 4.1.2 (F) preceding)

3. Chargeable Optional Features

a. 800 Data Base Access Service

The basic query charge is assessed the customer based on the query of the 8XX+NXX+XXXX number dialed and/or delivered to the customer in conjunction with 800 Data Base Access Service or Toll Free 8YY Transit Traffic Service. 8XX+NXX+XXXX calls delivered to the customer are based on information derived via queries to the 800 Data Base.

b. Operator Transfer Service. This option allows end user Customers who dial 0- to be transferred to the customer's Operator service by Company operators.

c. Presubscription

Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a Primary Interexchange Carrier (PIC), for any additional change in selection, a nonrecurring charges as set forth in Section 5, Subsection J applies. This charge is billed to the end user which is the subscriber to the Exchange Access Service.

d. Directory Assistance

The Telephone Company will provide Directory Assistance (DA) Service to a customer from Directory Assistance Service locations. The Directory Assistance call charge applies for each call to DA service. A call is a call which has been answered by or forwarded to a DA operator.

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#### 4. SWITCHED ACCESS SERVICE

##### 4.3 FEATURE GROUP D USAGE MEASUREMENT

###### 4.3.1 Description

- A. For originating calls over FGD with multifrequency address signaling usage measurement begins when the originating entry switch receives the first wink supervisory signal forwarded from the customer's point of termination. For originating calls over FGD with out of band signaling, usage measurement begins when the last point of switching sends the initial address message to the customer.
- B. The measurement of originating call usage over FGD ends when the originating entry switch receives disconnect supervision from either the end user's end office, indicating the originating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch.
- C. For terminating calls over FGD, the measurement of access minutes begins when the entry switch receives answer supervision from the terminating end user's end office indicating the terminating end user has answered.
- D. The measurement of terminating call usage over FGD ends when the FGD entry switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch.

For 800 Data Base Access, usage measurement begins when the originating end office switch receives the first wink supervisory signal forwarded from the customer's point of termination. 800 Data Base Access usage measurement ends when the originating end office receives on-hook disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the customer's point of termination, whichever is recognized first by the end office.

TELEPORT COMMUNICATIONS AMERICA, LLC  
ACCESS SERVICES

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5. RESERVED FOR FUTURE USE

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ACCESS SERVICES

NH P.U.C. NO. 2

SECTION 6  
ORIGINAL PAGE 1

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ACCESS SERVICES

NH P.U.C. NO. 2

SECTION 7  
ORIGINAL PAGE 1

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ACCESS SERVICES

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9. AT&T DEDICATED ETHERNET SERVICE

AT&T Dedicated Ethernet Service is a fiber based, point-to-point, Ethernet service that allows Customers to transport data signals between two locations. AT&T Dedicated Ethernet Service can be used to transport data as an Ethernet signal or embedded within an Optical Transport Network (OTN) signal.

In addition, General Regulations found in Section 2 apply, unless specified herein. The following General Regulations do not apply to AT&T Dedicated Ethernet Service:

| <u>Section</u> | <u>Description</u>  |
|----------------|---|
| 2.4.1          | Description of Rates and Charges  |
| 2.4.5          | Credit Allowance for Service Interruptions  |
| 2.4.8          | Ordering, Rating and Billing of Access Services Where More Than One Local Telephone Company is Involved |
| 2.8            | Service Availability and Rating Information   |

9.1 SERVICE DESCRIPTION

AT&T Dedicated Ethernet Service is available at the following speeds and format options:

| <b>Optical Transport Network (OTN) Signal Formats</b> |                         |   |
|---|-------------------------|---|
| <b>Speeds</b>   | <b>Ethernet Formats</b> | <b>Optical Transport Unit (OTU) Formats</b> |
| 1 Gbps  | 1GE - Gigabit Ethernet  | Not available                               |
| 2.5 Gbps  | Not available           | OTU1  |
| 10 Gbps   | 10GE LAN-PHY            | OTU2e                                       |
|   | 10GE WAN-PHY            | OTU2  |
| 40 Gbps   | 40GE                    | OTU3  |
| 100 Gbps  | 100GE                   | OTU4  |

9.2 GEOGRAPHIC AVAILABILITY

AT&T Dedicated Ethernet Service provides intraLATA transport service where suitable equipment and facilities are available in selected areas within the LATAs served by the Company.

Where facilities are not available, facilities may be constructed, subject to certain conditions as determined by the Company. Special Construction charges may apply as provided in the General Regulations (Section 2) of this Tariff.

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9. AT&T DEDICATED ETHERNET SERVICE

9.3 STANDARD RATE ELEMENTS

9.3.1 Port Connection

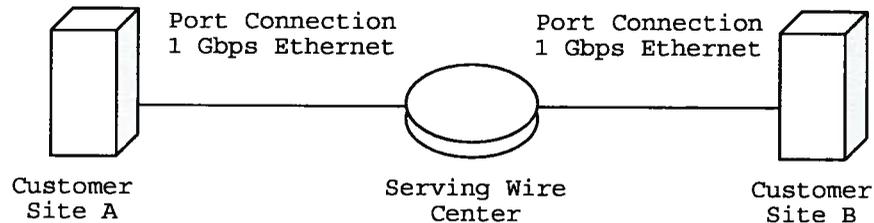
The Port Connection is the standard rate element that includes the service interface (point of demarcation) at the Customer-designated premises (Customer Site), any network termination equipment (NTE) placed at the Customer Site, and the physical transport facilities from the Customer Site to the AT&T Dedicated Ethernet network at the serving wire center for that Site.

One Port Connection charge applies per Customer Site at which the Port Connection is terminated. This charge will apply even if the Customer Site and the serving wire center are both located in the same Company building (e.g., Carrier Point-of-Presence, etc.).

A. Port Connection Configurations

Same Speed/Same Format

- Ethernet to Ethernet (e.g., 1GE to 1GE); or
- Optical Transport Network (OTN) to Optical Transport Network (OTN) (e.g., OTU1 to OTU1)



This example illustrates a 1 Gbps Ethernet circuit from Customer Site A to Customer Site B for a same speed/same format arrangement. In this example, two - 1 Gbps Ethernet Port Connection charges are applicable.

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9. AT&T DEDICATED ETHERNET SERVICE

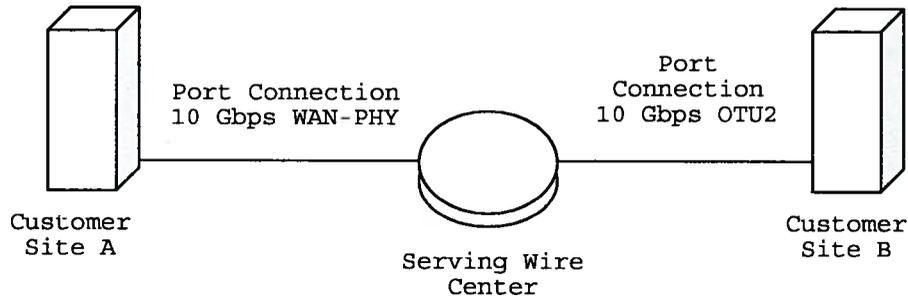
9.3 STANDARD RATE ELEMENTS (continued)

9.3.1 Port Connection (continued)

A. Port Connection Configurations (continued)

Same Format/Different Format

- Optical Transport Network (OTN) to Ethernet (e.g., 10GE to OTU2)



This example illustrates a same speed/different format circuit configuration whereby there is a 10 Gbps WAN-PHY Port Connection between Customer Site A and the serving wire center and a 10 Gbps OTU2 Port Connection between Customer Site B and the serving wire center. In this circuit example, both a 10 Gbps WAN-PHY and a 10 Gbps OTU2 Port Connection charge would apply.

9.3.2 Diversity Options

Diversity options are available for the AT&T Dedicated Ethernet Service as follows:

- Port Diversity
- Alternate Wire Center Diversity
- Inter-Wire Center Diversity

Diversity options are available where facilities and/or operating conditions permit. Where facilities and/or operating conditions do not permit, special construction charges may apply as set forth in the General Regulations (Section 2) of this Tariff.

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9. AT&T DEDICATED ETHERNET SERVICE

9.3 STANDARD RATE ELEMENTS (continued)

9.3.2 Diversity Options (continued)

Diversity options minimize single points of failure by creating two circuits, or portions of a circuit, that are diverse from one another. With these arrangements, one or more circuits will be provisioned over the normal path and one or more circuits will be provisioned over the diverse path. Customers may transport traffic over both circuits.

Customers requesting diversity will be billed for two circuits plus the applicable diversity charge(s) for the portions of the circuit that are physically diverse.

Diversity options do not include construction of dual entrance facilities. If a Customer desires dual entrance facilities and they do not currently exist, arrangements must be made for constructing dual entrance facilities at the Customer's expense.

Limitations:

- Port Diversity and Alternate Wire Center Diversity cannot be selected at the same Customer Site location for the same AT&T Dedicated Ethernet Service Port Connection.



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9. AT&T DEDICATED ETHERNET SERVICE

9.3 STANDARD RATE ELEMENTS (continued)

9.3.2 Diversity Options (continued)

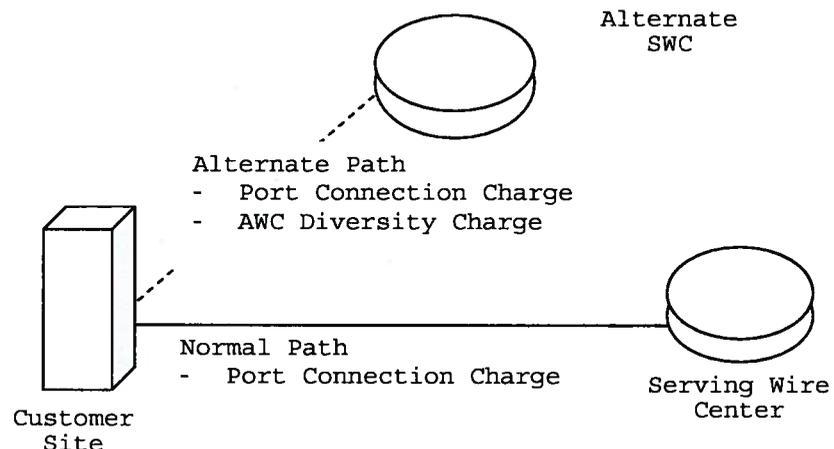
B. Alternate Wire Center Diversity

1. Alternate Wire Center Diversity is a feature that provides transmission paths (a normal path and a diverse path), which are diverse from each other between two designated AT&T Dedicated Ethernet Service Port Connections at the same Customer Site whereby the normal path is routed to its normal serving wire center and the diverse path is routed to an alternate wire center.

The Company will choose the alternate wire center that is capable of providing AT&T Dedicated Ethernet Service over the alternate route.

The fiber path from each designated Port Connection to its applicable serving wire center (normal and alternate) will be diverse from each other from the closest available point of divergence (e.g., the closest manhole to the Customer Site). These two designated Port Connections must be purchased by the same Customer.

Alternate Wire Center Diversity requires the Customer to purchase duplicate Port Connections (to establish a normal path and a diverse path) from the Customer Site(s) to the applicable serving wire center(s). In addition, an Alternate Wire Center Diversity Charge applies on the diverse path circuit for each pair of designated Port Connections at any Customer Site where Alternate Wire Center Diversity is requested.



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9. AT&T DEDICATED ETHERNET SERVICE

9.3 STANDARD RATE ELEMENTS (continued)

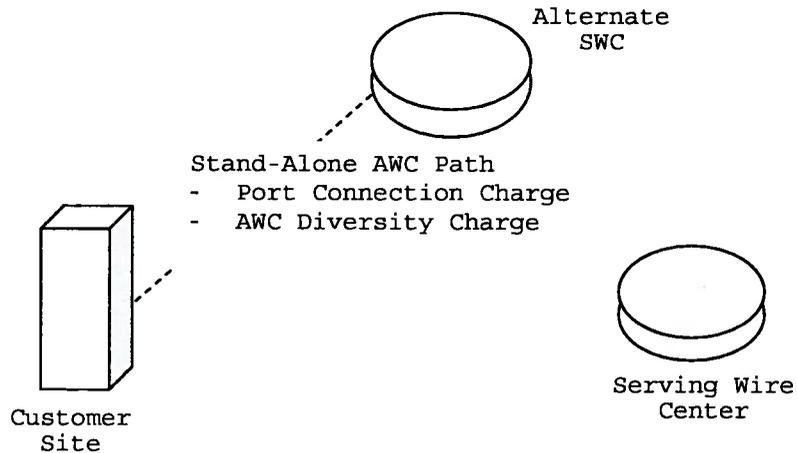
9.3.2 Diversity Options (continued)

B. Alternate Wire Center Diversity (continued)

2. Stand-Alone Alternate Wire Center (AWC) Routing

Alternate Wire Center Diversity is available as a stand-alone AWC arrangement where there is no actual diversity. In this arrangement, an AT&T Dedicated Ethernet Service Port Connection is routed to an alternate wire center rather than its normal serving wire center.

The Customer is assessed a Port Connection Charge and an Alternate Wire Center Diversity charge for a stand-alone AWC route connecting the Customer Site to the alternate serving wire center.



The Port Connection is routed to a serving wire center other than its normal serving wire center in a Stand-Alone AWC arrangement.

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9. AT&T DEDICATED ETHERNET SERVICE

9.3 STANDARD RATE ELEMENTS (continued)

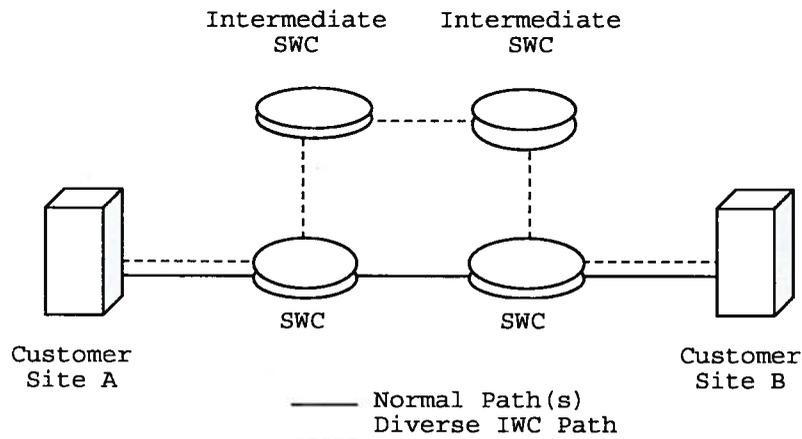
9.3.2 Diversity Options (continued)

C. Inter-Wire Center (IWC) Diversity

IWC Diversity is a feature that provides a transmission path between the serving wire centers for each end of the circuit that is separate from the normal transmission path. IWC Diversity arrangements are available only where each end of an AT&T Dedicated Ethernet circuit is provided from a different serving wire center.

IWC Diversity requires the Customer to purchase duplicate Port Connections from each Customer Site to each serving wire center. An IWC Diversity charge applies to the AT&T Dedicated Ethernet Service circuit designated with the diverse IWC path.

The IWC Diversity option can be selected on its own or in combination with the Port Diversity and Alternate Wire Center Diversity options.



In the IWC Diversity example above, there are two AT&T Dedicated Ethernet Service circuits between Customer Site A and Customer Site B as follows:

- Circuit #1 is the normal path circuit and consists of two Port Connection Charges.
- Circuit #2 has the IWC Diversity feature to provide a diverse IWC path from Circuit #1. Circuit #2 consists of two Port Connection Charges plus an IWC Diversity Charge.

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9. AT&T DEDICATED ETHERNET SERVICE

9.4 SERVICE LEVEL AGREEMENTS (SLAs)

9.4.1 Credit Allowance for Service Interruptions

AT&T Dedicated Ethernet Service provides credits in the event of a service interruption. The amount of the credit depends on whether the AT&T Dedicated Ethernet Service is unprotected.

A service is interrupted when it becomes unusable to the Customer because of a failure of a facility component used to furnish service under this Tariff, or in the event that the protective controls applied by the Company result in the complete loss of service by the Customer for reasons not attributable to the Customer. An interruption period starts when a service disruption of greater than ten (10) consecutive seconds is reported to the Company and the Company confirms that continuity of its service has been lost. An interruption period ends when the service is operative.

The service interruption credits listed below are in lieu of, and not in addition to, the credit allowances for service interruptions provided for in the General Regulations (Section 2) of this Tariff.

A. Credit Allowance for Service Interruptions (Unprotected Arrangements)

In case of an interruption to an unprotected AT&T Dedicated Ethernet Service circuit, an allowance for the period of interruption shall be calculated as follows:

- No credit shall be allowed for an interruption of less than 10 seconds.
- Credit will be provided for an interruption of 10 seconds or more at the rate of 10/8640 of the monthly charges for the affected AT&T Dedicated Ethernet Service circuit for each period of 5 minutes or major fraction thereof that the interruption continues.

The credit allowance(s) for service interruptions shall not exceed 100 percent of the applicable monthly rates for the affected circuit(s).

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9. AT&T DEDICATED ETHERNET SERVICE

9.4 SERVICE LEVEL AGREEMENTS (SLAs) (continued)

9.4.2 SLA Exclusions

The SLA provisions, measurements, and eligibility for credit shall exclude conditions wherein service performance was adversely affected by any of the following conditions:

- Any cause beyond the Company's reasonable control (force majeure events) including, but not limited to, acts of war, civil disturbances, acts of civil or military authorities or public enemies, earthquakes, hurricanes, floods, fires, storms, tornadoes, explosions, lightning, power surges or failures, fiber cuts, strikes or labor disputes;
- Failures of any structures, facilities or equipment provided by the Customer or its contractors, equipment vendors, or by any carrier or service provider other than the Company;
- Interruptions caused by the negligence of the Customer.
- Interruptions of a service during any period in which the Company is not afforded access to the premises where the service is terminated.
- When the Company and the Customer negotiate the release of the service for (1) maintenance purposes, (2) to make rearrangements or (3) to implement an order for a change in the service, a credit does not apply during the negotiated time of release.
- Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- Data loss during the Company's scheduled maintenance windows;
- Failures of any structures, facilities or equipment on the Customer's side of the demarcation point.

The total credit amount of any allowances for interruptions and SLA credits applicable in a given month shall not exceed 100% of the monthly recurring charge for the affected AT&T Dedicated Ethernet Service circuit(s).

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9. AT&T DEDICATED ETHERNET SERVICE

9.5 GENERAL PROVISIONS

9.5.1 Payment, Billing and Calculation of Charges

A. General Charges and Fees

Gross Receipts Tax Allotment

When utility or telecommunications assessments, franchise fees, privilege, license, occupational, excise, or other similar taxes or fees, based on receipts or assets are imposed by certain taxing jurisdictions upon the Company or upon LECs and passed on to the Company through or with access charges, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated basis. The Gross Receipts Tax Allotment applicable to Customer for a given taxing jurisdiction is equal to the applicable Tax Factor (which may vary from time to time), multiplied by the net charges for the services subject to such taxes or fees provided to and billed to each Customer Site in such a taxing jurisdiction. The bill display name for and the amount of the Gross Receipts Tax Allotment may vary from state to state.

B. Miscellaneous Charges

1. Return Check Fee

A Return Check Fee may be applied to Customer's bill for each occasion that a check, bank draft, or an electronic funds transfer item is returned for the reason of insufficient funds or no account. See the Price List for the current charge.

2. Access Arbitrage Fee

The Access Arbitrage Fee applies if Customer engages in Access Arbitrage. The Access Arbitrage Fee, as stated in the Price List, is for each minute of use of long distance service for High Cost Calls in excess of 7.37%.

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9. AT&T DEDICATED ETHERNET SERVICE

9.5 GENERAL PROVISIONS (continued)

9.5.2 Access Arbitrage

Using any service provided by the Company in connection with Access Arbitrage is considered an abuse and is prohibited. Access Arbitrage is a scheme or device to profit by exploiting differences between the cost of originating or terminating access (as charged to interexchange or international carriers) and the pricing of long distance service provided by a Company affiliate. Access Arbitrage includes:

- using switching equipment or a call processing system (such as a prepaid card, calling card, or teleconferencing platform) to segregate calls and systematically route to the Company calls that are characterized by a greater discrepancy between the access costs and the price charged by a Company affiliate long distance provider.
- using a Company affiliate long distance telephone service (such as AT&T SDN OneNet Service, Virtual Telecommunications Network Service or AT&T BVoIP Service) as a substitute for, or to avoid, originating or terminating switched exchange access obtained from local exchange providers, for the origination or termination of domestic calls originated over the network of another carrier (through 1+ access, special access, carrier access code dial around, or otherwise);
- Routing calls through a call processing system such that the percentage of High Cost minutes routed to the Company using the service is more than 11.1%;
- Segregating calls within another carrier's network or a call processing system to systematically route calls to the Company where the access costs exceed the price of long distance service provided by a Company affiliate.
- Transporting intrastate or intra-country traffic into a different state or country in order to cause the traffic to be rated by the Company at a lower rate than would otherwise apply.

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9. AT&T DEDICATED ETHERNET SERVICE

9.5 GENERAL PROVISIONS (continued)

9.5.2 Access Arbitrage (continued)

If the Company reasonably suspects that a service provided under this Tariff is being used in connection with Access Arbitrage, Customer will permit the Company to inspect the premises from which the calls originate (as reflected in the Company's records) and will cooperate reasonably with the Company's efforts to investigate the manner in which calls are being routed to the Company.

For purposes of this provision:

- High Cost Calls" are calls that originate or terminate at numbers for which the originating or terminating switched exchange access cost per minute exceeds \$0.025 (or the benchmark rate for Competitive Local Exchange Carrier's interstate switched exchange access services established by the Commission, if lower than \$0.025).
- The originating or terminating switched exchange access cost per minute will be the sum of the per minute charges imposed by the originating or terminating Local Exchange Carrier, plus the prorated portion of all other charges imposed by the originating or terminating Local Exchange Carrier for originating or terminating switched exchange access, expressed on a cost per minute basis.

If the percentage of High Cost minutes routed to the Company using the service is more than the percentage set forth above, and the Company's investigation shows that any such calls are originated over the network of another interexchange carrier or routed through a call processing system, then all such calls will be presumed to be Access Arbitrage.

If Customer violates this provision, the Access Arbitrage Fee will apply. In addition, the Company may immediately restrict, suspend or discontinue Customer's use of any service used in connection with Access Arbitrage upon notice of such violation to Customer. Further, the Company may prevent conversion to another Company service arrangement of any facility used to provide a service in violation of this provision.

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9. AT&T DEDICATED ETHERNET SERVICE

9.5 GENERAL PROVISIONS (continued)

9.5.3 Connections

A. Responsibilities of Customer

Customer is responsible for any equipment or services not provided by the Company and connected to services provided by the Company. Any equipment or services connected to services provided by the Company must comply with the Company's interface requirements and with Part 68 of the F.C.C. Rules (47 C.F.R. Part 68), to the extent applicable.

B. Testing and Maintenance

If a trouble condition occurs, Customer must determine if the fault is in the equipment or services not provided by the Company. The Company will test and maintain only service provided by the Company. Company testing of service usually will be performed remotely. If the Company does dispatch a repair person, at Customer's request, to the Customer Site to perform tests or repairs in connection with a Customer-reported trouble, and testing discloses that the Company service is working correctly, then a Maintenance of Service Charge or other administrative charge may apply.

C. Changes

The Company is not responsible to Customer or any other party if a change in the Company's Service Components, operations, or procedures, (a) affects any equipment or services provided by others, or (b) requires their modification or upgrade in order to be used with Company service. The Company is not obligated to alter or modify Company service because of additions or changes to equipment or service not provided by the Company.

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9. AT&T DEDICATED ETHERNET SERVICE

9.5 GENERAL PROVISIONS (continued)

9.5.4 Special Construction

A. No License Granted

No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any plant constructed or utilized under this Tariff.

B. Cancellation of Orders

Information regarding availability of suitable facilities for a service may not be known until after the order is placed with the Company or the underlying service provider, or after initial Special Construction charges have been identified and paid. The Customer may be notified that additional Special Construction charges apply to the order. No facilities construction will begin until the Customer has agreed in writing to pay the Special Construction charges initially identified. If Customer does not agree to pay the Special Construction charges, either upon the initial notification or upon being notified of any subsequent changes in the Special Construction charges, the order for the service giving rise to such Special Construction charges will be considered cancelled (and, where such service has been ordered for the express purpose of being connected to another Company Service, Customer may also cancel its order for such other Company Service). In such a case, the Company will not charge Customer a cancellation charge or early termination charge, unless the underlying service provider charges the Company a cancellation charge. If Customer does agree to pay the Special Construction charges and thereafter cancels the order for the service (other than as a result of being notified of subsequent changes to the Special Construction charges), a cancellation charge will apply, which shall include (in addition to any amounts otherwise payable on account of such cancellation) all non-recoverable costs incurred by the Company for the Special Construction.

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9. AT&T DEDICATED ETHERNET SERVICE

9.6 TYPES OF RATES AND CHARGES

9.6.1 Non-Recurring Charges

Non-Recurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing service) related to the provisioning of AT&T Dedicated Ethernet Service. The types of Non-Recurring charges that apply for AT&T Dedicated Ethernet Service are:

Installation of Service

A charge which applies to each service installed.

Administrative Charge

A charge which applies for each service order.

Design and Central Office Connection Charge

A charge which applies any time a customer-initiated order for service requires engineering design and/or connection or changes at the Company central office. This charge applies once per circuit.

Customer Connection Charge

A charge which applies any time a customer-initiated order for service requires connection or changes to a Port Connection. This charge applies once per Port Connection affected by the order.

Installation of Optional Features and Functions

Non-Recurring charges apply for the installation of the optional features and functions available with AT&T Dedicated Ethernet Service. The charge applies whether the feature or function is installed coincident with the initial installation of service or at any time subsequent to the installation of the service.

Service Rearrangements

Service rearrangements are changes to existing (installed) services which do not result in either:

- A change in the minimum period of the service, or
- A change in the physical location of the point of termination at a Customer Site.

9.6.2 Recurring Charges

Recurring Charges are rates that apply each month, or fraction thereof, that the service is provided. For billing purposes, each month is considered to have 30 days.

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9. AT&T DEDICATED ETHERNET SERVICE

9.7 ETHERNET PAYMENT PLAN (EPP)

9.7.1 EPP Eligibility

To subscribe to AT&T Dedicated Ethernet Service, the Customer must select an EPP term of either 12, 24, 36 or 60 months. The AT&T Dedicated Ethernet Service is not available to be subscribed to on a month-to-month basis.

9.7.2 Non-Recurring Installation Charges

Non-Recurring Installation Charges shown in the Price List section will be waived for Customers subscribing to new service under an EPP of 24 months or greater.

9.7.3 EPP Term

During the Customer's EPP term, Company-initiated recurring rate changes (i.e., rate increases or decreases) will be automatically applied to the Customer's EPP rates for the months remaining in the Customer's EPP term. However, at no time during the Customer's EPP term will rates exceed the Customer's initial EPP rates.

9.7.4 EPP Auto Renewal

Customers may subscribe to the EPP Auto Renewal option at any time prior to expiration of their EPP term plan. EPP Auto Renewal provides for a continuation of the rates under the EPP term the Customer last completed for additional consecutive 12-month periods, subject to termination as provided below.

For instance, a Customer that has subscribed to the EPP Auto Renewal option prior to completion of a 60 month EPP term will continue to receive the 60 month EPP rate during the 12-month extension period.

EPP Auto Renewal will continue to automatically extend the Customer's term every year for an additional 12-month period unless either party provides written notice of its intent not to renew at least 60 days prior to the expiration of the initial EPP term or any additional 12-month period.

An Administrative Charge is applicable when Customers add or remove the EPP Auto Renewal option, unless other changes for which an Administrative Charge is applicable are also being performed.

Termination Liability will apply below, for service disconnected during a 12-month extension period, based upon the number of months remaining in that 12-month extension period.

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9. AT&T DEDICATED ETHERNET SERVICE

9.7 ETHERNET PAYMENT PLAN (EPP) (continued)

9.7.5 Termination Liability

Termination Liability will apply if the service is disconnected prior to the end of the selected EPP term. Termination Liability will be determined based on the number of months remaining in the EPP term times 50% of the applicable EPP monthly rates, calculated as follows:

(EPP Monthly Recurring Rate) X (Months Remaining in EPP term) X (50%) = Termination Liability Charge

Example:

An AT&T Dedicated Ethernet Service Customer with a \$6,000.00 monthly rate terminates service after 2 years with 1 year (12 months) remaining in a 3 year EPP Term. The termination liability charge would be calculated as:

$\$6,000 \times 12 \times .50 = \$36,000.00 = \text{Termination Liability}$

9.7.6 Expiration of EPP Term

When an EPP term or subsequent 12-month extension period expires, (and the Customer's term is not extended pursuant to the Auto Renewal option above), the Customer may select a new EPP term from among any EPP options which are then available to new Customers hereunder. EPP rates in effect at the time the new EPP term starts will apply. An Administrative Charge is applicable when Customers select a new EPP term.

9.7.7 Term Extension

The Monthly Extension Rates (MER) will apply when a Customer's EPP term or subsequent 12-month extension period expires (and the Customer's term is not extended pursuant to the Auto Renewal option above). The Customer will be billed the MER rates then in effect until such time as the Customer selects a new EPP or the Service is terminated.

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9. AT&T DEDICATED ETHERNET SERVICE

9.7 ETHERNET PAYMENT PLAN (EPP) (continued)

9.7.8 Conversions

During the Customer's EPP term, conversions may be made to a new EPP term of the same or greater length, from among any EPP options which are then available to new Customers hereunder. The expiration date of the new EPP term must be beyond the expiration date of the original EPP term. With the conversion to the new EPP term, the Customer incurs no liability for the remaining months on the original EPP term.

9.7.9 Administrative Charge

An Administrative Charge is applicable when Customers select a new EPP term or change the length of an existing EPP term.

9.7.10 Moves

Moves will be treated as a discontinuance of service and activation of new service. The previously waived non-recurring charges at the location(s) from which the circuit is being moved will be billed (if EPP term has not expired).

The Customer must select an EPP term for the new circuit. The new EPP term will be subject to the rates in effect at the time of the move. Termination Liability will apply for such a move except where all of the following conditions apply:

- The move is limited to one end of the AT&T Dedicated Ethernet Service circuit to a different Customer Site in the same LATA.
- The Customer's existing service must have been in place for at least 12 months.
- The Customer must select a new EPP with a term that is greater than or equal to the remainder of the existing EPP.
- Orders from the Customer to disconnect the existing service and reestablish service at the new location must be placed by the same Customer and received by the Company on the same date.
- No lapse in billing will occur for moves of service under an EPP. If the Customer requests that both the existing AT&T Dedicated Ethernet Service and the new AT&T Dedicated Ethernet Service be in service at the same time, such "overlapping" service shall be provided for no more than 30 days, and all applicable charges will be billed for both services during the period of overlapping service.

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9. AT&T DEDICATED ETHERNET SERVICE

9.7 ETHERNET PAYMENT PLAN (EPP) (continued)

9.7.11 Upgrades

The following activities are considered Upgrades for AT&T Dedicated Ethernet Service:

- Upgrades of AT&T Dedicated Ethernet Service from a lower capacity to a higher-capacity speed option (e.g., conversion from a 1 Gbps to a 10 Gbps speed option).
- Same speed conversions of AT&T Dedicated Ethernet Service (e.g. 10GE LAN-PHY to 10GE WAN-PHY, 40GE to OTU3, etc.)
- Replacement of AT&T Dedicated Ethernet Service with Company-provided service at a transport speed or capacity greater than the speed or capacity available with AT&T Dedicated Ethernet Service, or at the same transport speed or capacity as available with AT&T Dedicated Ethernet Service but with enhanced technology or functionality not available with AT&T Dedicated Ethernet Service.

Upgrades will be treated as a discontinuance of service and activation of new service. The Customer must select an EPP term for the new circuit. The monthly rates for the new service will be those rates in effect at the time the new service is installed. 100% of any waived non-recurring charges will apply if EPP term has not expired. The Customer will experience an out of service condition unless overlapping service is requested. Upgrades are contingent on availability of equipment and fiber facilities. Other Special Construction charges, as necessary, may apply.

EPP Termination Liability will not apply for upgrades, if all of the following conditions are met:

- The new and existing services must be billed to the same Customer at the same Customer location; and
- The Customer's existing AT&T Dedicated Ethernet Service must have been in place for at least 12 months; and
- The EPP term for the new service must be equal to or greater than the remainder of the Customer's existing EPP term; and
- The order for the new service and the disconnect order for the existing service must be placed by the Customer and received by the Company on the same date; and
- If the Customer requests that both the existing AT&T Dedicated Ethernet Service and the new higher level service be in service at the same time, such "overlapping" service shall be provided for no more than 90 days, and all applicable charges will be billed for both services during the period of overlapping service; and
- No lapse in service occurs.

TELEPORT COMMUNICATIONS AMERICA, LLC  
ACCESS SERVICES

NH P.U.C. NO. 2

PRICE LIST  
ORIGINAL PAGE 1

ISSUED: JANUARY 23, 2015  
EFFECTIVE: JANUARY 26, 2015  
LINDA GUAY, DIRECTOR

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3. RESERVED FOR FUTURE USE

ISSUED: JANUARY 23, 2015  
EFFECTIVE: JANUARY 26, 2015  
LINDA GUAY, DIRECTOR

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4. SWITCHED ACCESS SERVICE

4. Switched Access Service Rates

A. Service Orders

| <u>Service Component</u>                          | <u>Non-Recurring Charge</u> |
|---|-----------------------------|
| -Installation Charge<br>-Per Line or Trunk        | \$475.00                    |
| -Access Order Charge<br>- Per Access Request      | \$90.00                     |
| -Engineering Change Charge<br>- Per Engineer Hour | \$150.00/hr.                |
| -Service Date Change<br>- Per Access Request      | \$90.00                     |
| -Design Change<br>- Per Access Request            | \$90.00                     |

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LINDA GUAY, DIRECTOR

4. SWITCHED ACCESS SERVICE

4. Switched Access Service Rates

B. Switched Transport

| Service Component                              | Rates   |                          |
|--|---|--------------------------|
|  | Non-Recurring   | Recurring                |
| Entrance Facility-DS1                          | Use Local Distribution Channel Rates and Charges in Section 3.2.B   |                          |
| Direct Trunk Transport Mileage                 |   |                          |
| - DS1 Fixed<br>- DS1 Per Mile                  | Use Interoffice Channel Mileage Rates and Charges in Section 3.2.B. |                          |
| <u>Tandem Switched Transport</u>               | <u>Non-Recurring</u>  | <u>Per Access Minute</u> |
| -Originating Tandem Transport Termination      | None  | \$.000716                |
| -Originating VOIP Tandem Transport Termination | None  | \$.000000                |
| -Terminating Tandem Transport Termination      | None  | \$.000000                |
| -ORIG.-Tandem Transport Per Mile               |   | \$.000004                |
| -ORIG.VOIP-Tandem Transport Per Mile           |   | \$.000003                |
| -TERM.-Tandem Transport Per Mile               |   | \$.000003                |
| -ORIG.-Tandem Switching                        |   | \$.000503                |
| -ORIG.VOIP Tandem Switching                    |   | \$.001600                |
| -TERM.-Tandem Switching                        |   | \$.001600                |
| -ORIG and TERM All Common Muxing               |   | \$.000000                |
| Common Channel Signaling Access                | Non-Recurring   | Recurring                |
| STP Port Termination (per port)                | ICB   | None                     |
| STP Link Transport (per mile)                  | None  | ICB                      |

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4. SWITCHED ACCESS SERVICE

4. Switched Access Service Rates (continued)

C. End Office

| Service Component                      | Originating<br>(\$ Per MOU) | Terminating<br>(\$ Per MOU) |
|--|-----------------------------|-----------------------------|
| Switched Access - No minimum<br>Volume | \$ .030026                  | \$ .0007 (R)                |
| Switched Access - VOIP                 | \$ .002264                  | \$ .0007 (R)                |
| Switched Access - Unbundled            | \$ .030026                  | \$ .0007 (R)                |
| Shared Trunk Port                      | N/A                         | \$ .000000 (R)              |
| Shared Trunk Port VOIP                 | \$ .001595                  | \$ .000000 (R)              |

D. 800/888 TOLL FREE SERVICE

| Service Component   | Non-Recurring | Per Query |
|---------------------|---------------|-----------|
| 800 Data Base Query | None          | .009027   |

E. Operator Transfer

| Service Component            | Non-Recurring | Per Call   |
|------------------------------|---------------|------------|
| Operator Transfer (per call) | None          | \$0.322665 |

F. Presubscription

| Service Component          | Non-Recurring | Recurring |
|----------------------------|---------------|-----------|
| Presubscription (Per Line) | \$5.00        | None      |

G. Directory Assistance

| Service Component                    | Non-Recurring | Recurring  |
|--------------------------------------|---------------|------------|
| Directory Assistance Service<br>Call | None          | \$ .258247 |

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EFFECTIVE: JUNE 26, 2015  
LINDA GUAY, DIRECTOR

5. RESERVED FOR FUTURE USE

6. RESERVED FOR FUTURE USE

7. RESERVED FOR FUTURE USE

8. RESERVED FOR FUTURE USE

9. AT&T DEDICATED ETHERNET SERVICE

9.3.1 Port Connection

| Description       | USOC  | Monthly Recurring Charge |           |           |           | Monthly Extension Rate |
|-------------------|-------|--------------------------|-----------|-----------|-----------|------------------------|
|                   |       | 12 Months                | 24 Months | 36 Months | 60 Months |                        |
| 1 Gbps Ethernet   | EYFNX | \$3,750                  | \$3,500   | \$3,200   | \$2,750   | \$4,250                |
| OTU1 (2.5Gbps)    | EYFOX | 7,500                    | 7,000     | 6,400     | 5,500     | 8,500                  |
| 10 Gbps Ethernet  |       |                          |           |           |           |                        |
| LAN-PHY           | EYFNX | 11,750                   | 11,000    | 10,000    | 8,500     | 13,250                 |
| WAN-PHY           | EYFNX | 11,750                   | 11,000    | 10,000    | 8,500     | 13,250                 |
| OTU2/2e (10Gbps)  | EYFOX | 12,925                   | 12,100    | 11,000    | 9,350     | 14,575                 |
| 40 Gbps Ethernet  | EYFNX | 29,375                   | 27,500    | 25,000    | 21,250    | 33,125                 |
| OTU3 (40Gbps)     | EYFOX | 29,375                   | 27,500    | 25,000    | 21,250    | 33,125                 |
| 100 Gbps Ethernet | EYFNX | 41,125                   | 38,500    | 35,000    | 29,750    | 46,375                 |
| OTU4 (100Gbps)    | EYFOX | 45,250                   | 42,350    | 38,500    | 32,725    | 51,000                 |

9.3.2 Diversity Options

| Description                                   | Monthly Recurring Charge |           |           |           | Monthly Extension Rate | Non-Recurring Charge |
|---|--------------------------|-----------|-----------|-----------|------------------------|----------------------|
|   | 12 Months                | 24 Months | 36 Months | 60 Months |                        |                      |
| Port Diversity (DV9AX)                        |                          |           |           |           |                        |                      |
| All Speeds                                    | \$1,000                  | \$ 875    | \$ 800    | \$ 700    | \$1,100                | \$ 450               |
| Alternate Wire Center (AWC) Diversity (CPAAX) |                          |           |           |           |                        |                      |
| All Speeds                                    | \$1,125                  | \$1,000   | \$ 950    | \$ 825    | \$1,275                | \$ 625               |
| Inter-Wire Center (IWC) Diversity (DV9BX)     |                          |           |           |           |                        |                      |
| All Speeds                                    | \$ 750                   | \$ 700    | \$ 650    | \$ 550    | \$ 850                 | \$ 450               |

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9. AT&T DEDICATED ETHERNET SERVICE

9.5.1 Payment, Billing and Calculation of Charges

9.5.1.(B)(1) Check Return Fee

|              |         |
|--------------|---------|
| Per occasion | \$25.00 |
|--------------|---------|

9.5.1.(B)(2) Access Arbitrage Fee

|  |        |
|--|--------|
| Per each minute of use of long distance service for High Cost Calls in excess of 7.37% | \$0.05 |
|--|--------|

9.6.1 Installation and Rearrangement Charges

| Description  | USOC  | Non-Recurring Charge |
|--|-------|----------------------|
| Administrative Charge <sup>1</sup>                     |       |                      |
| - Per Order  | ORCMX | \$ 60.00             |
| Design & Central Office Connection Charge <sup>1</sup> |       |                      |
| - Per Circuit  | NRBCL | 600.00               |
| Customer Connection Charge <sup>1</sup>                |       |                      |
| - Per Termination                                      | NRBBL | 1,500.00             |

<sup>1</sup> The Non-Recurring Charges will be waived for Customers selecting the 24 Month, 36 Month or 60 Month Ethernet Payment Plan period for new service.