

**BULLSEYE TELECOM, INC.**

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES**

**GOVERNING THE PROVISION OF SWITCHED ACCESS SERVICES**

**WITHIN THE STATE OF OHIO**

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of access service and facilities for telecommunications services within the State of Ohio by BullsEye Telecom, Inc. (“Company”) in the exchanges where BullsEye Telecom, Inc. is authorized to provide local exchange services. This tariff is on file with the Public Utilities Commission of Ohio, and copies also may be inspected, during normal business hours, at the following location: 25925 Telegraph Road, Suite 210, Southfield, Michigan 48033.

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Filed under Authority of Case No. 00-2054-TP-ACE issued by the Public Utilities Commission of Ohio on April 5, 2001.

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CHECK SHEET

The title page and pages 1-50 inclusive of this Tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

PAGE	REVISION		PAGE	REVISION	
1	1 <sup>st</sup> Rev.		30	1 <sup>st</sup> Rev.	
2	1 <sup>st</sup> Rev.		31	1 <sup>st</sup> Rev.	
3	10 <sup>th</sup> Rev.	*	32	Original	
4	Original		33	Original	
5	Original		34	Original	
6	Original		35	Original	
7	1 <sup>st</sup> Rev.		36	Original	
8	2 <sup>nd</sup> Rev.		37	1 <sup>st</sup> Rev.	
9	Original		38	Original	
10	1 <sup>st</sup> Rev.		39	Original	
11	Original		40	Original	
12	Original		41	Original	
13	Original		42	1 <sup>st</sup> Rev.	
14	1 <sup>st</sup> Rev.		42.1	Original	
15	Original		43	Original	
16	1 <sup>st</sup> Rev.		44	Original	
17	1 <sup>st</sup> Rev.		45	Original	
18	First		46	Original	
19	2 <sup>nd</sup> Rev.		47	2 <sup>nd</sup> Rev.	
20	Original		48	3 <sup>rd</sup> Rev.	*
21	Original		48.1	1 <sup>st</sup> Rev.	
22	Original		49	3 <sup>rd</sup> Rev.	*
23	Original		49.1	1 <sup>st</sup> Rev.	
24	Original		49.2	1 <sup>st</sup> Rev.	*
25	First		49.3	1 <sup>st</sup> Rev.	
26	1 <sup>st</sup> Rev.		49.4	1 <sup>st</sup> Rev.	*
27	Original		49.5	1 <sup>st</sup> Rev.	
28	4 <sup>th</sup> Rev.		49.6	2 <sup>nd</sup> Rev.	*
28.1	2 <sup>nd</sup> Rev.		49.7	1 <sup>st</sup> Rev.	*
28.1.1	1 <sup>st</sup> Rev.		49.8	1 <sup>st</sup> Rev.	
28.2	1 <sup>st</sup> Rev.		49.9	1 <sup>st</sup> Rev.	
28.3	1 <sup>st</sup> Rev.		49.10	1 <sup>st</sup> Rev.	
28.4	Original		49.11	1 <sup>st</sup> Rev.	
29	1 <sup>st</sup> Rev.		50	2 <sup>nd</sup> Rev.	

\* - indicates those pages included with this filing

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**TARIFF FORMAT**

Page Numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially and from time to time new pages may be added to the tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.

Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the pages contained in the Tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it. The Tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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25900 Greenfield Rd., Suite 330  
Oak Park, Michigan 48237

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APPLICABILITY

This Tariff contains the Service offerings, rates, terms and conditions applicable to the furnishing of intrastate access service supplied to Customers for origination and termination of traffic to and from Central Office codes directly assigned to BullsEye Telecom, Inc (hereinafter "Company").

Except as provided in 3.1.3 (A), this tariff applies only to the extent that services provided hereunder are used by a customer for purposes of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the State of Ohio.

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EXPLANATION OF SYMBOLS

- (C) To signify changed regulation.
- (D) To signify discontinued material
- (I) To signify a rate or charge increase
- (N) To signify new material
- (R) To signify a reduction
- (T) To signify a change in text but no change in rate or regulation

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**1. Definition of Terms (cont'd.)**

Customer

The person, firm, corporation or other entity which orders service and which is responsible for the payment of charges and for compliance with the Company's Tariff regulations. The Customer may be an interexchange carrier, wireless provider or any other common carrier authorized to provide service in the state.

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(T)

Customer Premises/Customer's Premises

Customer Point of Presence (POP) where service is originated/terminated.

Due Date

The Due Date is the date on which payment is due.

End Office

The wire center from which the end user normally obtains dial tone from the company.

End User

A person or entity that subscribes to any BullsEye Telecom Exchange Access Service offered under the Company's Tariff P.U.C.O. No. 1, and that has been assigned one or more telephone number(s) within a central office code (NPA-NXX) directly assigned to the Company.

Expedite

A Service Order initiated at the request of the Customer that is processed in a time period shorter than the Company's standard service interval.

FCC

Federal Communications Commission.

Interruption

Interruption shall mean a condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Company that such Service is inoperative and ending at the time of restoration.

LATA (Local Access Transport Area)

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4.

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**1. Definition of Terms (cont'd.)****Local Exchange Carrier (LEC)**

The local telephone utility that provides telephone exchange services.

**Multiplexing**

Multiplexing, or "mixing", is the sequential combining of lower bit rate Services onto a higher bit rate service for more efficient facility capacity usage or vice versa.

**N/A**

Not available.

**N/C**

No charge.

**Nonrecurring Charges**

Nonrecurring Charges are one-time charges.

**Physical Change**

The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change or retermination.

**Point-of-Presence (POP)**

A Customer-designated location where long distance calls enter or exit the local exchange network.

**Restore**

To make service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

**Service**

Service means any or all service(s) provided pursuant to this Tariff.



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**2. Rules and Regulations****2.1 Descriptions and Limitations of Services**

- 2.1.1 The Company undertakes to furnish access services in accordance with the terms and conditions set forth in this tariff.
- 2.1.2 Any Interexchange Carrier (IXC) is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service: (A) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment and refuses to comply with the deposit requirements set forth in this tariff, (B) in circumstances in which the Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (C) if insufficient facilities are available to provide the Service, but only for so long as such unavailability exists.
- 2.1.3 The Company may require a Customer to establish credit worthiness as a condition precedent to the initial establishment of Service. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

Additionally, the Company reserves the right to obtain a credit verification of Customer in the event:

- (A.) Customer fails to make timely payment;
  - (B.) there are significant changes in Customer's calling volume or calling pattern, or significant changes in the manner that Service is provided to Customer; or
  - (C.) any other circumstance in which Company determines that a credit verification is necessary to protect Company from fraud, misuse or unlawful use of its Services.
- 2.1.4 Service may be discontinued after five business days written notice to the Customer if:
- (A.) the Customer is using the Service in violation of this Tariff; or
  - (B.) the Customer is using the Service in violation of any law or Commission or FCC rule, order, or regulation.
- 2.1.5 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 this tariff, a month is considered to have 30 days.

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**2. Rules and Regulations (cont'd.)****2.2. Customer Equipment****2.2.1 Interconnection of Facilities**

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

**2.2.2 Inspections**

*Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.*

If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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**2. Rules and Regulations (cont'd.)****2.2. Customer Equipment (cont'd.)****2.2.3 Rights-of-Way**

Where economically feasible, the Company shall, directly or through third parties, use reasonable efforts to obtain and maintain rights-of-way necessary for installation of facilities used to provide the Company's service. Except as otherwise provided herein, any and all costs associated with acquiring the rights-of-way up to the point of entry to the Customer's location, shall be borne entirely by the Company. 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, shall be borne entirely by the Customer. It shall be the responsibility of the Customer to make any necessary arrangements with the owners of the premises for the entrance of the Company's employees.

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 rights-of-way.

**2.3 Shortage of Equipment or Facilities**

2.3.1 The furnishing of service under this tariff 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, from time to time, to furnish service as required at the sole discretion of the Company.

2.3.2 The Company reserves the right to limit or 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.

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**2. Rules and Regulations (cont'd.)****2.4 Other Terms and Conditions**

- 2.4.1 The remedies set forth herein in favor of Company shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.
- 2.4.2 This tariff shall be interpreted and governed by the laws of the State of Ohio.

**2.5 Liability**

- 2.5.1 Except as otherwise expressly provided in this Section 2.5, with respect to any claim or suit, by a Customer or by any other, for damages arising out of the Company's furnishing of services, including but not limited to mistakes, omissions, interruptions, delays or errors or other defects, representations, or use of these services or arising out of the failure to furnish the service whether caused by acts or omissions shall be limited to the extension of allowances for interruption as set forth in section 2.9 following. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any Company service, equipment or facilities, or any acts or omissions or negligence of the Company's employees or agents.
- 2.5.2 Except as provided otherwise in this Tariff, the Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore service in compliance with Part 64, Subpart B, Appendix A, of the FCC's Rules and Regulations. (T)
- 2.5.3 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all times in full force and effect until modified in writing.

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**2. Rules and Regulations (cont'd.)****2.5 Liability (cont'd.)**

- 2.5.4 THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE EXCEPT AS EXPRESSLY SET FORTH IN THIS TARIFF. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ITS SERVICES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE OR ANY DEFECT IN THE SERVICE WHATSOEVER, NEITHER COMPANY NOR ANY AFFILIATED OR UNAFFILIATED THIRD PARTY, THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.
- 2.5.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of equipment or facilities provided by the Customer or third parties.
- 2.5.6 The Company is not liable for any defacement of or damage to Customer's premises resulting from the furnishing of service or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees.
- 2.5.7 In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third-party, third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects.

**2. Rules and Regulations (cont'd.)****2.5 Liability (cont'd)****2.5.8 Claims**

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

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

2.5.9 Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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**2.6 Use of Service**

2.6.1 The Services offered herein may be used for any lawful purpose. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others, or that is inconsistent with any applicable law or regulation.

2.6.2 Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.



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**2. Rules and Regulations (cont'd.)****2.7 Customer Deposits and Advance Payments (cont'd.)****2.7.3 Billing and Collection of Charges**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

- (A.) Non-recurring charges are due and payable within 30 days after the date of the invoice.
- (B.) The Company shall present invoices for monthly Recurring Charges to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.
- (C.) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- (D.) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Request. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E.) In the event Customer has agreed to a service commitment period, any cancellation prior to the expiration of the service commitment period shall not relieve Customer of the obligation to pay cancellation charges as specified in this tariff.

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**2. Rules and Regulations (cont'd.)****2.7 Customer Deposits and Advance Payments (cont'd.)****2.7.3 Billing and Collection of Charges (cont'd.)**

- (F.) If the Company receives any portion of the payment after the date due, or if any portion of the payment is received by the Company in funds that are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
- (1) a rate of 1.5 percent per month; or
  - (2) the highest interest rate which may be applied under state law for commercial transactions.
- (G.) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- (H.) Customers have up to ninety (90) days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- (I.) When service has been disconnected for nonpayment and payment has not been received or satisfactory payment arrangements have not been made for a period of ten (10) calendar days the Company may consider the service terminated and the equipment owned by the Company may be removed. Reconnection may be considered as a new installation as provided in the Company tariffs. If the Customer defaults on payment after the Company has issued proper notification, the Company will not permit End Users to identify the Customer as the primary interexchange carrier (PIC).

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

**2.8 Cancellation for Cause by the Company**

- 2.8.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving prior written notice to the Customer, discontinue or suspend service without incurring any liability. Service shall not be disconnected until at least five (5) days after delivery of notice or eight days after the postmark date on a mailed notice.

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**2. Rules and Regulations (cont'd.)****2.8 Cancellation for Cause by the Company (cont'd.)**

- 2.8.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period. Service shall not be disconnected until at least five (5) days after delivery of this notice or eight days after the postmark date on a mailed notice.
- 2.8.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.8.4 Upon thirty (30) days' prior written notice, the Company shall have the right, without cancellation charge or other liability, to cancel the affected portion of the Service, if the Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appeal, the Federal Communications Commission, or other local, state or federal government authority.
- 2.8.5 The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.
- 2.8.6 Service may be discontinued by Company to the Customer, by blocking traffic to or from certain NXX exchanges, or by blocking calls using certain codes. The Company will restore Service as soon as it can be provided without undue financial risk.

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**2. Rules and Regulations (cont'd.)****2.9 Allowances for Interruptions of Service****2.9.1 Credit for Interruptions**

- (A.) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- (B.) For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

**Interruptions of 24 Hours or Less**

<u>Length of Interruption</u>	<u>Interruption Period to be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 12 hours	1/2 Day
12 hours up to but not including 24 hours	1 Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

**Interruptions Over 24 Hours.**

Interruptions over 24 hours will be credited 2 days for each full 24-hour period. No more than 30 days credit will be allowed for any one month period.

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**2. Rules and Regulations (cont'd.)****2.9 Allowances for Interruptions of Service (cont'd.)****2.9.2 Restrictions on Allowance**

No credit allowance will be made for:

- (A.) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or other common carrier providing service connected to the service of Company;
- (B.) interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (C.) *interruptions due to the failure or malfunction of non-Company equipment;*
- (D.) *interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;*
- (E.) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (F.) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G.) interruption of service due to circumstances or causes beyond the control of the Company.

**2.9.3 Use of Alternative Service Provided by the Company:**

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

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**2. Rules and Regulations (cont'd.)****2.10 Assignment**

2.10.1 The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.

**2.11 Application of Rates****2.11.1 Ordering, Rating and Billing of Access Service Where More Than One Exchange Telephone Company is Involved**

Meet point billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each Company's applicable rates as set forth in section 2.12.1(A.) following.

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).

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 Service as follows.

(A.) For Feature Group D Switched Access Service, when the Customer's Serving Wire Center (SWC) is not directly connected to the Company's End Office, the Customer must supply a copy of the service request to the Exchange Telephone Company in whose territory the Customer SWC is located and any other Exchange Telephone Company(s) involved in providing the service.

Each Exchange Telephone Company will provide the portion of Switched Transport to an interconnection point (IP) with another Exchange Telephone Company, and will bill the charges in accordance with its Access Service tariff. The rate for the Transport element will be determined as set forth in (B) following. All other appropriate charges in each Exchange Telephone Company tariff are applicable.

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**2. Rules and Regulations (cont'd.)****2.11 Application of Rates (cont'd.)****2.11.1 Ordering, Rating and Billing of Access Service Where More Than One Exchange Telephone Company is Involved (cont'd.)**

- (B.) The charge for the Switched Transport rate element for services provided as set forth in Section 2.11.1 (A) preceding are determined as follows:
- (1) For Feature Group D Switched Access Service, the Switched Transport charges are determined by using the steps set forth in (a.) following for the total Switched Transport-Common Switched Transport charges.
- (a.) Multiply: The number of access minutes by the Company's appropriate Switched Transport per minute rate. The resulting amount is the Company's total Switched Transport charge.
- (C.) The interconnection points will be determined by the Exchange Telephone Companies involved. The billing percentage (BP) factor for the Company for the service between the involved offices will be listed in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4, except as noted in 2.12.1 (D) below.
- (D.) Until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4 is revised to include the following meet points, the applicable billing percentage factors for Feature Group D Switched Access Service traffic between certain Company end offices and Ohio Bell Telephone Company, Inc. offices are as set forth in BullsEye Telecom, Inc. Tariff F.C.C. No. 1.

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**2. Rules and Regulations (cont'd.)****2.11 Application of Rates (cont'd.)****2.11.2 Charges based on Duration of Use**

Originating calls will be measured at the Company end office to determine the basis for computing chargeable access minutes. Terminating calls will be measured at the access tandem or at the end office, when direct trunking is provided.

For originating calls over Feature Group D, usage measurement begins when the originating Feature Group D switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

The measurement of originating call usage ends when the originating Feature Group D switch receives 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 switch.

For terminating calls over Feature Group D, the measurement of access minutes begins when the terminating Feature Group D switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered.

The measurement of terminating call usage over Feature Group D ends when the terminating Feature Group D 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 switch.

(D)  
(D)

**2. Rules and Regulations (cont'd.)****2.12 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Transport Service****2.12.1 Jurisdictional Reports**

- (A.) For Feature Group D Switched Access Service, the Company, where jurisdiction can be determined from the call detail, will determine the interstate percentage as follows. For originating access minutes, the interstate percentage will be developed on a quarterly basis by end office trunk group dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes. For terminating access minutes, there are three options. (1) Customer may provide Company with a projected PIU factor, (2) The PIU for originating access may be used, or (3) Company may use a default PIU which will be the average of actual prior 3 month usage.

(T)  
(T)

When a Customer orders Feature Group D Switched Access Service, the Customer shall supply a projected interstate percentage of use for each end office trunk group involved. This percentage shall be used by the Company as the projected interstate percentage for such call detail.

- (B.) These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.
- (C.) The projected interstate percentage of use will be used to determine the charges as follows:

The number of access minutes for a trunk group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes – interstate access minutes = intrastate access minutes). The intrastate access minutes for the group will be billed as set forth in Section 3 following.

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**2. Rules and Regulations (cont'd.)****2.12 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Transport Service (cont'd.)****2.12.1 Jurisdictional Reports (cont'd)**

- (D.) Effective on the first of January, April, July, and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. The revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e. February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 2.12.1 (A.) preceding.
- (E.) The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. The Company will initiate such request no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.
- (F.) The Customer may provide an additional percentage of interstate use for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group D aggregated percentage of interstate use.

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**2. Rules and Regulations (Cont'd.)****2.12 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Transport Service (Cont'd.)****2.12.2 When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows.**

- (a.) If the Customer's estimate of the interstate traffic on the service equals 10% or less of the total traffic on that service, the service will be provided according to the applicable rules and regulations.
- (b.) If the Customer's estimate of the interstate traffic on the service is more than 10% of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the appropriate interstate tariff.
- (c.) If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle.

**2.13 Identification and Rating of Toll VoIP-PSTN Traffic****2.13.1 Scope**

Toll VoIP-PSTN Traffic is the interexchange traffic exchanged in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. This section governs the identification of Toll VoIP-PSTN Traffic that is required to be compensated at interstate access rates (unless the parties have agreed otherwise) by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90 et. al. FCC No. 11-161 (November 18, 2011) ("FCC Order") and the FCC's Second Order on Reconsideration (April 25, 2012) ("Second Order"). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Toll VoIP-PSTN Traffic") from the Customer's traditional intrastate access traffic, so that such Toll VoIP-PSTN Traffic can be billed in accordance with the FCC Order and Second Order. (T) (C) (C) (C)

This section of the tariff does not preclude carriers from negotiating different rates, terms and conditions governing compensation for Toll VoIP-PSTN traffic.

This tariff does not supersede rates, terms and conditions governing compensation for Toll VoIP-PSTN traffic in existing interconnection agreements.

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**2. Rules and Regulations (Cont'd.)****2.13 Identification and Rating of Toll VoIP-PSTN Traffic (Cont'd.)****2.13.2 Rating of Toll VoIP-PSTN Traffic**

The Company will bill Toll VoIP-PSTN traffic identified in accordance with this tariff Section as follows:

- Between December 29, 2011 and July 22, 2012, the applicable rate elements used in providing access for Toll VoIP PSTN Traffic that originates on the Company's network for termination to the Customer's end users (originating traffic) will be billed at interstate access rates, located at <https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=283>
- Beginning July 23, 2012 through June 30, 2014, the applicable rate elements used in providing access for Toll VoIP PSTN Traffic that originates on the Company's network for termination to the Customer's end users (originating traffic) will be billed at intrastate access rates, as set forth in Section 4 following.
- Beginning July 1, 2014 the applicable rate elements used in providing access for Toll VoIP PSTN Traffic that originates on the Company's network for termination to the Customer's end users (originating traffic) will be billed at interstate access rates, located at <https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=283>
- Beginning December 29, 2011, the applicable rate elements used in providing access for Toll VoIP PSTN Traffic that originates from the Customer's end users and terminates on the Company's network (terminating traffic) will be billed at interstate access rates located at <https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=283>

**2.13.3 Calculation and Application of Percent-Toll VoIP-PSTN-Usage Factor**

The Company will determine the number of Toll VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under Section 2.13.2, above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU (however determined – either based on call detail information or PIU) exchanged between the Company and the Customer, until July 23, 2012 and after June 30, 2014. From July 23, 2012 through June 30, 2014, the PVU will be applied to only the terminating intrastate access MOU. The PVU will be derived and applied as follows:

- (A) Except as otherwise provided in Section 2.13.3(C) below, the Customer will calculate and furnish to the Company a factor (the "PVU-A") representing the whole number percentage of the total intrastate access MOU that the Customer exchanges with the Company in the State, that (a) is terminating access sent to the Company and that originates in IP format; or (b) is originating access received from the Company and terminates in IP format until July 23, 2012 and after June 30, 2014. From July 23, 2012 through June 30, 2014, the PVU will represent only the terminating intrastate access MOU. This PVU-A 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. (T)

**2. Rules and Regulations (Cont'd.)****2.13 Identification and Rating of Toll VoIP-PSTN Traffic (Cont'd.)****2.13.3 Calculation and Application of Percent-Toll VoIP-PSTN-Usage Factor (Cont'd.)**

(B) Except as otherwise provided in Section 2.13.3(C) below, the Company will, (T) likewise, calculate a factor (the "PVU-B") representing the percentage of the Company's total intrastate access MOU that the Company originates or terminates in IP format until July 23, 2012 and after June 30, 2014. From July 23, 2012 through June 30, 2014, the PVU will represent only the terminating intrastate access MOU. This PVU-B shall be based on information such as the number of the Company'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.

(C) The Company will use the PVU-A and PVU-B factors to calculate an effective PVU factor that represents the percentage of total intrastate access MOU exchanged between the Company and the Customer that is originated and/or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends until July 23, 2012 and after June 30, 2014. From July 23, 2012 through June 30, 2014, the PVU will represent only the relevant terminating intrastate access MOU. The effective PVU factor will be calculated as the sum of: (A) the PVU-A factor and (B) the PVU-B factor times (1.0 minus the PVU-A factor).

*Note: PVU factors will not be provided or collected by the Company for the traffic period from July 1, 2013 through June 30, 2014. This represents the period during which the Company's terminating intrastate rate is equal to its terminating interstate rate and PVU is not applied to originating traffic. Traffic on or after July 1, 2014 will be subject to the most recently available PVU factor on file with the Company for application of charges to originating access traffic. PVU updates must be received at least 30 days prior to July 1, 2014 if a new factor will apply.* (N)

**2. Rules and Regulations (Cont'd.)****2.13 Identification and Rating of Toll VoIP-PSTN Traffic (Cont'd.)****2.13.3 Calculation and Application of Percent-Toll VoIP-PSTN-Usage Factor (Cont'd.)**

- (D) The Company will apply the effective PVU factor to the applicable intrastate terminating switched access MOU exchanged with the Customer to determine the number of Toll VoIP-PSTN Traffic MOUs. (C)  
(C)

Example 1: The PVU-A is 40% and the PVU-B is 10%. The effective PVU factor is equal to  $40\% + (10\% \times 60\%) = 46\%$ . The Company will bill 46% of the Customer's applicable intrastate terminating switched access MOU in accordance with the Company's interstate switched access tariff. (C)  
|  
(C)

Example 2: The PVU-A is 0% and the PVU-B is 10%. The effective PVU factor is  $0\% + (10\% \times 100\%) = 10\%$ . The Company will bill 10% of the Customer's applicable intrastate terminating switched access MOU in accordance with the Company's interstate switched access tariff. (C)  
(C)

Example 3: The PVU-A is 100%. No matter what the PVU-B factor is, the effective PVU is 100%. The Company will bill 100% of the Customer's applicable intrastate terminating switched access MOU in accordance with the Company's interstate switched access tariff. (C)  
(C)

In all examples above, the Company will apply the PVU to both originating and terminating intrastate MOU beginning July 1, 2014. (N)  
(N)

- (E) If the Customer does not furnish the Company with a PVU-A pursuant to 2.13.3.A preceding, the Company will utilize an effective PVU equal to the PVU-B.
- (F) The Customer shall not modify their reported PIU factor to account for toll VoIP-PSTN Traffic.



**2. Rules and Regulations (Cont'd.)**

**2.14 Special Customer Arrangements**

**(T)(M)**

2.14.1 In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, Installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not offered under this Tariff, the Company, at this option, may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

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*Material now found on this page previously found on 2<sup>nd</sup> Revised Page No. 28*

**3. Description of Services**

**3.1 Access Services**

**(A.) Switched Access**

Interexchange Switched Access Service provides an interexchange carrier (IXC) the ability to utilize the Company’s local exchange network for the purpose of originating or terminating an interLATA call. The service provides the physical connection between a Customer’s point of presence (POP) and an end user’s premises, utilizing the Company’s switched network. Switched Access provides for the ability to originate calls from an end user’s premises to a Customer’s POP and to terminate calls from a Customer’s POP to an end user’s premises in the LATA in which the customer desires to originate and terminate calls.

Interexchange Switched Access Service is provided as a trunk side connection, Feature Group D type, to Company end office switches with an associated uniform 101XXXX access code for the Customer’s use in originating and terminating communications.

End Users may originate calls to a selected FGD customer by dialing 101XXXX+1+NPA+NXX+XXXX. Calls in the terminating direction will be completed for all IXCs whose CIC code has been opened at the tandem switch.

Interexchange calls placed by end users to 1-800-NXX-XXXXs will be completed, subject to the terms and conditions in Section 3.1 (B.) Interexchange calls placed by end users utilizing 500, 700, and 900/976 prefixes will be blocked.

The rates and charges for Switched Access Service depends on whether the Switched Transport is switched through an access tandem or direct routed to the Company’s end office. Rates and charges for Switched Access Service are set forth in Section 4 following. The application of rates for Switched Access Service is described in Section 3.1.2 following.

In the absence of an ASR as described in Section 3.4, delivery of calls to, or acceptance of calls from, the Customer’s End User location(s) via Company-provided switched access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company’s switched access services as described and priced herein.

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(N)

**3. Description of Services (Cont'd.)****3.1 Access Services (Cont'd.)****(A.) Switched Access (Cont'd.)****1. Application of Access Charges to Toll VoIP-PSTN Access Traffic****(N)**

- (a) In the absence of an agreement between the Company and the Customer specifying the treatment of Toll VoIP-PSTN Traffic, all Toll VoIP-PSTN Access traffic will be assessed switched access charges at the rates set forth in Section 2.13.2 of this tariff.
- (b) The Company shall assess and collect switched access rate elements under this tariff for access services, regardless of whether the Company itself delivers such traffic to the called party's premises or delivers the call to the called party's premises via contractual or other arrangements with an affiliated or unaffiliated provider of VoIP service that does not itself seek to collect switched access charges for the same traffic. The Company will charge for functions provided by the Company, its affiliated or unaffiliated provider of VoIP service. For purposes of this provision, functions provided by the Company, its affiliated or unaffiliated provider of VoIP service as part of transmitting telecommunications between designated points using, in whole or in part, technology other than TDM transmission in a manner that is comparable to a service offered by a local exchange carrier constitutes the functional equivalent of carrier access service.

**(N)****(B.) 800 Data Base Access Service**

800 Data Base Access Service is a service offering utilizing originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed 800 calls to a Company Service Switching Point which will initiate a query to the data base to perform the Customer identification and delivery function. The call is forwarded to the appropriate Customer based on the dialed 800 number.

For 800 Data Base Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D. If the Customer desires any of the optional features available with 800 Data Base Service, the Customer shall so specify on the order for service.

**3. Description of Services (cont'd.)**

**3.1 Access Services (cont'd.)**

**3.1.1 Access Service Request**

Customers may order Switched Access Service through a Constructive Order, as defined herein, or through an ASR. The ASR shall state the date on which Service shall begin and the points between which Service is to be provided, the type of facilities required, and any special arrangements related thereto.

(T)  
(T)

An Access Service Request must be submitted by the Customer to provide Switched Access Service. When placing an order for Access Service, the Customer shall provide, at a minimum, the following information:

For Feature Group D Switched Access Service, the Customer shall specify the number of busy hour minutes of capacity (BHMC) from the Customer's POP to the end office by traffic type. This information is used to determine the number of transmission paths. The Customer shall also specify the Switched Transport and Local Switching options.

When FGD is ordered by specifying the number of trunks and end office and routing via an access tandem operated by another Exchange Telephone Company is desired, the customer shall specify:

- the access tandem
- the Switched Transport and Local Switching options desired, and
- an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company's access tandem.

In addition, for Feature Group D with the SS7 signaling option, the Customer shall specify the switching point codes and trunk circuit identification codes for trunks with the SS7 signaling option, and the STP point codes, signaling link codes and link type for each Common Channel Signaling Access (CCSA) connection ordered.

When a Customer orders FGD, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

**3. Description of Services (cont'd.)****3.1 Access Services (cont'd.)****3.1.1 Access Service Request (cont'd.)****3.1.1.1 Access Order Service Date Intervals**

Access Service is provided with the following Service Date Intervals:

**(A) Standard Interval**

The schedule of Standard Intervals applicable for Switched Access Services is as follows:

Trunk Groups	Standard Interval
1-48 Trunks	14 business days
49-96 Trunks	15 business days
97+ Trunks	Negotiated

**3.1.1.2 Access Order Modifications**

The Customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the Customer's use or prior to the service date, whichever is later.

Any increase in the number of Switched Access Service lines, trunks or busy hour minutes of capacity or CCSA signaling connections will be treated as a new Access Order (for the increased amount only).

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**3. Description of Services (cont'd.)****3.1 Access Services (cont'd.)****3.1.1 Access Service Request (cont'd.)****3.1.1.2 Access Order Modifications (cont'd.)****(A) Service Date Change Charge**

Access Order service dates for the installation of new services or rearrangements of existing services but the new service date may not exceed the original service date by more than 30 calendar days. When, for any reason, the Customer indicates that commencement of service must be delayed for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Change Charge will apply. If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company and reissued with the appropriate cancellation charges applied.

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The applicable charge is found in Section 4.1.1 (A).

**(B) Design Change Charge**

The Customer may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. Design changes do not include a change of customer premises, end user premises, end office switch. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring a design change. The applicable charge is found in Section 4.1.1 (C).

If a change of service date is also required, the Service Date Change charge will also apply.

In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer, the Design Change Charge will apply.

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**3. Description of Services (cont'd.)****3.1 Access Services (cont'd.)****3.1.1 Access Service Request (cont'd.)****3.1.1.2 Access Order Modifications (cont'd.)****(C.) Expedited Order Charge**

When placing an Access Order for service(s), a Customer may request a service date that is prior to the Standard Interval service date. A Customer may also request an earlier service date on a pending Order. If the Company agrees to provide service on an expedited basis, an Expedited Order Charge will apply.

If the Company receives a request for an expedited service date at the time a Standard Interval Access Order is placed, the Expedited Order Charge is calculated by summing all the nonrecurring charges associated with the order and then dividing this total by the number of days in the Standard Interval. The charge is then applied on a per day of improvement basis, per order.

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**3. Description of Services (cont'd.)****3.1 Access Services (cont'd.)****3.1.1 Access Service Request (cont'd.)****3.1.1.3 Cancellation of an Access Order**

- (A.) A customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that services is available for the Customer's use or prior to the service date, whichever is later. The *cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days.*
- (B.) When a Customer cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows:
  - (1) When the Customer cancels an Access Order, a charge equal to the non-recoverable costs of construction and any other expenditures incurred for the service shall apply.
  - (2) If the Company misses a service date for an Access Order by more than 30 days, due to circumstances referred to in section 2.5.2 the Customer may cancel the Access Order without incurring cancellation charges.
- (C.) The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service. Additionally, a new minimum period will be established.
  - (1) A move to a different building.
  - (2) A change in the type of service.
  - (3) A change in Switched Access Service Interface Group.
  - (4) A change in STP Access Link.
  - (5) A change in STP Port.
  - (6) A change in Company-provided Switched Access Service to a Collocated Interconnection arrangement or vice versa.

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**3. Description of Services (cont'd.)****3.1 Access Services (cont'd.)****3.1.1 Access Service Request (cont'd.)****3.1.1.4 Minimum Period**

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

(B.) Minimum Period Charges

When Access Service is disconnected prior to the expiration of the *minimum period*, charges are applicable for the balance of the *minimum period*.

The Minimum Period Charge for monthly billed services will be determined as follows:

- For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.
- All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

**3.1.1.5 Nonrecurring Charges**

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). Types of nonrecurring charges that apply for Switched Access Service are: service order charge, installation of service and service rearrangements.

(1) Service Order Charge

Nonrecurring charge which applies anytime a Customer initiates an order for service. This charge applies once per order, regardless of the number of facilities ordered.

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**3. Description of Services (cont'd.)****3.1 Access Services (cont'd.)****3.1.1 Access Service Request (cont'd.)****3.1.1.5 Nonrecurring Charges (cont'd.)****(2) Installation Charge**

Nonrecurring charges apply to each Switched Access Service installed. For Switched Services ordered on a per trunk basis, the charge is applied per trunk or out of band signaling connection. For Switched Services ordered on a busy hour minutes of capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s). In addition, nonrecurring charges apply when an out of band signaling connection is installed for use with FGD.

(T)

**(3) Service Rearrangement Charge**

Service Rearrangement Charges apply to moves that change the physical location of the point of termination are described below.

**(a.) Moves within the same building**

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

**(4) Record Change Charge**

Any changes to the account record, billing or otherwise, that has no engineering or operational effect on the customer account.

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**3. Description of Services (cont'd.)****3.1 Access Services (cont'd.)****3.1.2 Standard Rate Categories**

The following rate categories apply to all forms of Switched Access Service, Switched Transport, End Office and Switched Transport Multiplexing.

**(A.) Switched Transport**

The Switched Transport rate category provides for transmission facilities between the Customer's POP and the Company's end office switch(es) where the Customer's traffic is switched to originate or terminate its communications.

Except as stated in the following paragraph, Switched Transport service is provided in conjunction with Ohio Bell Telephone Company, Inc. Charges for Switched Transport service are computed in accordance with Section 2.12 (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Telephone Company Is Involved).

Upon request, the Company will provide dedicated Direct Transport in place of Tandem Switched Transport between a Customer's POP and the Company's end office switch. If Direct Transport facilities are provisioned entirely by the Company, Entrance Facility Termination charges as described will apply.

At the customer's option, the Entrance Facility and Direct Transport may be provided by the Company, by the Customer, or by another carrier.

The following paragraphs describe the Switched Transport rate elements.

Switched Transport - Entrance Facility, Tandem-Switched Transport and Direct Transport

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**3. Description of Services (cont'd.)****3.1 Access Services (cont'd.)****3.1.2 Standard Rate Categories (cont'd.)****(1) Entrance Facility**

An Entrance Facility provides the communication path at the DS1 level between a Customer's POP and the Company serving wire center (SWC) of that premises for the sole use of the customer. The Entrance Facility rate category is a monthly fixed rate applied per point of termination. An Entrance Facility is required whether the Customer's POP and the serving wire center are located in the same or different buildings.

**(2) Tandem-Switched Transport**

Tandem-Switched Transport provides Switched Transport that is switched through a tandem switch, between the Customer's POP and the end offices subtending the tandem.

Tandem-Switched Transport is composed of the following usage sensitive rate elements.

- (a.) The Tandem-Switched Termination element includes the non-distance sensitive portion of Switched Transport, and is assessed on a per access minute of use basis.
- (b.) The Tandem-Switched Facility element includes the distance sensitive portion of Switched Transport and is assessed on a per access minute of use per mile.

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**3. Description of Services (cont'd.)****3.1 Access Services (cont'd.)****3.1.2 Standard Rate Categories (cont'd.)**

(c.) The Tandem Switching Element includes the access tandem associated with Tandem-Switched Transport Traffic and is assessed per access minute switched through the tandem.

**(3) *Direct Transport***

Direct Transport provides a dedicated transmission path from the serving wire center of the Customer's POP to an end office. This transmission path is dedicated to the use of a single Customer.

The Direct Transport Channel Mileage Termination rate element provides for the termination of the interoffice facility at each end of the Direct Transport service.

The Direct Transport Channel Mileage rate element provides for the interoffice transmission facilities between designated offices. The channel mileage charges apply per mile of interoffice transport.

DS1 facilities are available for Switched Transport – Entrance Facilities and for Switched Transport – Direct Transport facilities. A DS1 facility is capable of transmitting electrical signals at a normal 1.544 Mbps, with the capability to channelize up to 24 voice-frequency transmission paths.

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**3. Description of Services (cont'd.)****3.1 Access Services (cont'd.)****3.1.2 Standard Rate Categories (cont'd.)****(B.) End Office**

The End Office rate category provides the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the Company's end office. The End Office rate category consists of the Local Switching rate element, which is applied on a per MOU basis.

**(1) Local Switching**

The Local Switching rate element provides for: (a.) the use of end office switching equipment; (b.) the terminations for and use of the end user common lines terminating in the local end office; and (c.) the termination of a call at a Company Intercept operator or recording. The operator or recording tells a caller why a call, as dialed, could not be completed, and if possible, provides the correct number. Intercept rates are assessed to a Customer based on the total number of access minutes.

**(2) Common Trunk Port**

The Common Trunk Port used by multiple customers provides for the termination of common transport trunks in common end office ports in conjunction with tandem routed traffic. The Common Trunk Port rate is assessed on a usage sensitive basis on tandem routed switched access.

**(3) Dedicated Trunk Port**

The Dedicated Trunk Port provides for termination of direct facilities used by a single customer in an end office trunk port where traffic is transported between the serving wire center or the hub and the end office. This rate is assessed on a per DSI basis.

**3. Description of Services (cont'd.)**

**3.2 Access Services (cont'd.)**

**3.1.2 Standard Rate Categories (cont'd.)**

**(C.) Switched Transport Multiplexing (cont'd.)**

**(1) Common Multiplexing**

Common Multiplexing is assessed on a per minute basis at the access tandem for all switched access minutes that are transported over Tandem-Switched Transport between the end office and the access tandem. The Common Multiplexing charge applies whenever the Tandem Switching rate applies, except when switched access is provided in conjunction with a cellular carrier, which is directly connected to the access tandem.

**(2) Host-Remote Transport**

- The Host-Remote Termination Rate is assessed to all switched minutes transported between the Host office and an RSM (remote switching module )or RSS (remote switching system).
- The Host Remote Facility rate applies on a per minute per mile basis to all switched access minutes transported between the Host office and an RSM or RSS, regardless of the type of Switched Transport service the customer uses to connect to the Host office.

**3.1.3 Other Rate Categories**

**(A.) 800 Data Base Access Service**

The Toll-Free 8XX Data Base Access Service is a service offering that utilizes originating trunk side Switched Access Service to deliver Toll Free calls to the Company's Interexchange Carrier Customers. The service provides for the forwarding of end user dialed Toll Free calls to a Company Service Switching Point which will initiate a query to the database to perform the Customer identification and delivery function. The call is forwarded to the appropriate Interexchange Carrier Customer based on the dialed Toll-Free Number. Records exchange, rating and billing for Toll Free Data Base Access Service is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB).

**(1) Customer Identification Charge**

Toll Free Data Base Access Service Customer Identification Charge applies for the identification of the appropriate Interexchange Carrier Customer. The charge is assessed to the Customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of Ohio. The per query Customer Identification Charge is set forth in Section 3.9.4.

(T)  
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(T)

**3. Description of Services (cont'd.)**

**3.3 Access Services (cont'd.)**

3.1.3 Other Rate Categories, (Cont'd.)

(A.) 800 Data Base Access Service, (Cont'd.)

(2) Customer Delivery Charge

The Toll Free Data Base Access Service Delivery Charge applies for the delivery of the dialed Toll-Free ten digit number. The charge is assessed to the Interexchange Carrier Customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of Ohio. The per query Customer Delivery Charge is set forth in Section 3.9.4.

(3) Toll Free Inter-Exchange Delivery Service

The Toll Free Inter-Exchange Delivery Service is an access service in which the Company transports Toll Free traffic originating 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 Customer. It provides for the use of the Tandem Switching, Tandem Termination, and Tandem Transport facilities of the Company. In a Toll Free Inter-Exchange Delivery Service call, the Company will not charge Carrier Common Line, Local End Office Switching, or End Office Port charges. The rates for Toll Free Inter-Exchange Delivery Service set forth in Section 3.9.4 are usage sensitive. Records exchange, rating, and billing for Toll Free Inter-Exchange Delivery Service is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB).

(N)

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**3. Description of Services (cont'd.)****3.2 Miscellaneous Services****3.2.1 Presubscription**

- (A.) Presubscription is an arrangement whereby an end user may select and designate to the Company an Interexchange Carrier (IXC) to access, without an access code, for intraLATA and interLATA calls subject to the Company's FCC Access Tariff. This IXC is referred to as the end user's Primary Interexchange Carrier (PIC).

Prior to a request for presubscription, all end user customers will be PIC'd to the Company long distance service.

- (B.) Presubscription will be offered to any IXC, upon a written bona fide request, within 180 days of receipt of the bona fide request.

Interexchange carriers must execute the Company-provided Participation Questionnaire and Non-Disclosure Agreement to request presubscription.

- (C.) At the request of a new or existing end user served by a Feature Group D end office where presubscription has been implemented, the Company will provide a list of IXCs the end user may select as its PIC. At no charge for the initial selection, the customer may choose either of the following options.

- (1) Designate an IXC as a PIC and dial 101XXXX to reach other ICs.
- (2) Designate that they do not want to be presubscribed to any IXC and choose to dial 101XXXX for all calls to all IXCs.

New end users subscribing to the Company's Exchange Access Service which do not specify a PIC will default to the Company as their initial PIC selection. Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge applies. This charge is billed to the end user.

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**3. Description of Services (cont'd.)****3.2 Miscellaneous Services (cont'd.)****3.2.2 Billing Name and Address Service**

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

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

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

BNA Service is provided on a manual basis. The requested information will be provided by fax or by mail as appropriate.

BNA information is furnished for originating calls dialed with a 101XXXX access code, sent-paid, collect, and bill to third number.

- (A.) A request for BNA should be mailed or faxed to the Company. The Company will provide the response by fax or by first class U.S. Mail within ten (10) business days.
- (B.) The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company's records, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the Company will provide an indicator on the confidential records.
- (C.) The Company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

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Issued By: Charles L. Schneider, Jr. - Director Network Administration  
25900 Greenfield Rd., Suite 330  
Oak Park, Michigan 48237

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**3. Description of Services (cont'd.)****3.2 Miscellaneous Services (cont'd.)****3.2.2 Billing Name and Address Service (cont'd)**

## Obligations of the Customer

- (A.) With each order for BNA Service, the Customer shall identify the authorized individual and address to receive the BNA information.
- (B.) The Customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those Customer personnel or agents with a need to know the information. The Customer must handle all billing name and address information designated as confidential by the Company in accordance with the Company's procedures concerning confidential information. The Company will provide to the Customer a statement of its procedures concerning confidential information.
- (C.) The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's end user records, accounts, data bases, or market data, records, files and data bases or other systems it assembles through the use of BNA Service.
- (D.) When the Customer orders BNA Service for both interstate and intrastate messages and where the recorded message detail is not sufficient to determine the jurisdiction, the projected percentage of interstate use must be provided in a whole number to the Company. The Company will designate the number obtained by subtracting the projected interstate percentage from 100 (100- projected interstate percentage = intrastate percentage) as the projected intrastate percentage.

This whole number percentage will be used by the Company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the Company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth following.

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**3. Description of Services (cont'd.)****3.3 Miscellaneous Services (cont'd.)****3.2.2 Billing Name and Address Service (cont'd)**

Effective on the first of January, April, July, and October of each year the Customer may update the jurisdictional report. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (e.g., February, May, August and November). No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be an even 50/50 split.

- (E.) The Company shall use reasonable efforts to provide accurate and complete lists. The Company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

**Rate Regulations**

- (A.) Service Establishment Charges apply for the initial establishment of BNA Service on a manual basis, and for establishment of a Master List for a Customer.
- (B.) A charge applies for each request for BNA information for a telephone number provided on a manual basis.

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

- (C.) When a Customer cancels an order for BNA Service after the order date, the Service establishment Charge applies.

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**4. Rates (cont'd.)****4.1 Access Service – AT&T Territory (cont'd.)**

4.1.3	<u>Local Switching</u>		(T)
	Per Access Minute	Note 1	(T)
4.1.4	<u>Host Remote Transport</u>		
	Host-Remote Termination (per host-remote access minute)	\$0.000313	
	Host-Remote Facility (per host-remote access minute per mile)	\$0.000016	
	Host-Remote Trunk Port (per host-remote access minute)	Note 1	(T)
4.1.5	<u>8xx Access</u>		
	Per Query	\$0.002304	

Note 1 Switched Access Services will be assessed at the rates set forth in the Company's interstate access tariff, FCC Tariff No. 3, as amended from time to time, posted at <https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=283>. (T)







**4. Rates (cont'd.)**

**4.2 Access Service – Embarq Territory n/k/a CenturyLink (cont'd.)**

4.2.3 Local Switching

Per Access Minute

Note 1

(T)  
|  
|  
|  
(T)

4.2.4 Host Remote Transport

Host-Remote Termination  
 (per host-remote access minute)

Note 1

(T)

Host-Remote Facility  
 (per host-remote access minute per mile)

Note 1

(T)

Host-Remote Access Tandem Switching  
 (per minute x 2)

Note 1

(T)

Host-Remote Access Tandem Switching  
 (per host-remote access minute)

Note 1

(T)

4.2.5 8xx Access

Per Query

\$0.006755

Note 1 Switched Access Services will be assessed at the rates set forth in the Company's interstate access tariff, FCC Tariff No. 3, as amended from time to time, posted at <https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=283>.



**4. Rates (cont'd.)****4.3 Access Service – Verizon North Territory n/k/a Frontier (cont'd.)****4.3.2 Switched Transport (cont'd.)**

(A.)	Tandem Switched Transport, per Minute	Note 1	(T)
(B.)	Tandem Switched Transport, per Minute, per Mile	Note 1	(T)
(C.)	Tandem Switching, per Minute	Note 1	(T)
(D.)	Common Transport Multiplexing, per Minute	Note 1	(T)
(E.)	Common Trunk Port	Note 1	(T)

Note 1 Switched Access Services will be assessed at the rates set forth in the Company's interstate access tariff, FCC Tariff No. 3, as amended from time to time, posted at <https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=283>. (T)

**4. Rates (cont'd.)**

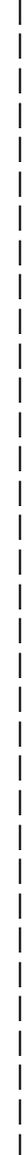
<b>4.3</b>	<b><u>Access Service – Verizon North Territory n/k/a Frontier (cont'd.)</u></b>		<b>(T)</b>
	4.3.3	<u>Local Switching</u>	
		Per Access Minute	
		Note 1	<b>(T)</b>
	4.3.4	<u>Host Remote Transport</u>	
		Host-Remote Termination (per host-remote access minute)	Note 1 <b>(T)</b>
		Host-Remote Facility (per host-remote access minute per mile)	Note 1 <b>(T)</b>
		Host-Remote Trunk Port (per host-remote access minute)	Note 1 <b>(T)</b>
	4.3.5	<u>8xx Access</u>	
		Per Query	\$0.0085684

Note 1 Switched Access Services will be assessed at the rates set forth in the Company's interstate access tariff, FCC Tariff No. 3, as amended from time to time, posted at <https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=283>. **(T)**

**4. Rates, (Cont'd.)**

**4.4 [Reserved for Future Use]**

**(D)**



**(D)**

**4. Rates, (Cont'd.)**

**(D)**



**(D)**

4. Rates, (Cont'd.)

(D)

(D)



4. Rates (cont'd.)

4.5 Miscellaneous Services

4.5.1 Presubscription

If the Customer changes both the InterLATA and intraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable intraLATA Presubscription Change Charge will apply.

Manual Processing	\$5.50
Electronic Processing	\$1.25

4.5.2 BNA

(a.) Service Establishment Charge \$ 5.00

(b.) Per request \$ 0.50

(T)

(T)

(T)

(D)

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 |  
 (D)