
COMPETITIVE LOCAL EXCHANGE CARRIER

tw telecom data services llc
Competitive Local Exchange Provider Carrier
Business Only Customers
Regulations and Schedule of Charges

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Applying to Competitive Local Exchange Services Within the Service Territories of Verizon
Pennsylvania Inc.

This Tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available at the
Company's principal place of business: 10475 Park Meadows Drive, Littleton, CO 80124

The Company will mirror the exchange area boundaries as stated in the tariffs of
Verizon Pennsylvania Inc. Telephone Pa. P.U.C. Nos. 180A, 182, 182A, 185B.

The Company's tariff is in concurrence with all applicable State and Federal Laws
(including, but not limited to, 52 Pa. Code, 66 Pa. C.S. and the Telecommunications Act
of 1934, as amended), and with the Commission's applicable Rules and Regulations and
Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing
mentioned will be deemed inoperative and superseded.

The services included in this tariff are available only to business customers.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

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COMPETITIVE LOCAL EXCHANGE CARRIER

LIST OF MODIFICATIONS

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
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COMPETITIVE LOCAL EXCHANGE CARRIER

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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Title	Original	*	31	Original	*	62	Original	*
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28	Original	*	59	Original	*	90	Original	*
29	Original	*	60	Original	*	91	Original	*
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* - indicates those pages included with this filing

Issued Date: April 22, 2010

Effective Date:

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124	Original	*					

* - Indicates pages included with this filing.

Issued Date: April 22, 2010

Effective Date:

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (I) - To signify increase in rates.
- (D) - To signify decrease in rates.
- (C) - To signify any other changes.

Issued Date: April 22, 2010

Effective Date:

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PAI1000

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TARIFF FORMAT

1. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
2. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. *These numbers are used to determine the most current page version on file with the Commission.* For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Consult the Check Page for the page currently in effect.
3. 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).
4. Check Pages - When a tariff filing is made with the Commission, an updated Check Page accompanies the tariff filing. The Check Page lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Page is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.)

COMPETITIVE LOCAL EXCHANGE CARRIER

APPLICATION OF TARIFF

This tariff sets forth the regulations and rates applicable to services provided by **tw telecom data services llc** ("Company") as follows:

The furnishing of intrastate communications services by virtue of one-way and/or two-way information transmission between points within the Commonwealth of Pennsylvania.

Any of the Company's rates and charges may be revised, discontinued, supplemented or changed from time to time in accordance with applicable law, orders, rules and regulations of the Pennsylvania Public Utility Commission.

All offered services are subject to available facilities and authorization from the local municipality in the jurisdiction where the service is offered.

Company may offer various unregulated services in conjunction with or ancillary to its regulated services.

To the extent facilities are available, services offered under this tariff are provided by the Company on an On-Net basis. Unless otherwise noted, prices for services offered under this tariff reflect the On-Net price for such services. Where service is provided on an Off-Net basis, additional charges may apply.

Service is currently offered only to non-residential Customers.

This tariff is governed by the laws of the Commonwealth of Pennsylvania, without regard to its choice of law provisions.

Issued Date: April 22, 2010

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Rochelle Jones
Senior Vice President Regulatory
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SECTION 1 - DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

Analog - A transmission method employing a continuous (rather than a pulsed or digital) electrical signal that varies in amplitude or frequency in response to changes of sound, light, position, etc., impressed on a transducer in the sending device.

Authorized User - A person, corporation or other entity who is authorized by the Company's Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

Automatic Location Identification ("ALI") - The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

Automatic Number Identification ("ANI") - A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

Bit - The smallest unit of information in the binary system of notation.

Building - A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designed for permanent occupancy.

Call Termination - The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

Central Office - An operating office of the Company where connections are made between telephone exchange lines.

Channel - A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

Circuit - The unit of bandwidth utilization for any given speed of services.

COCOT - Customer Owned Coin Operated Telephone equipment.

Issued Date: April 22, 2010

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SECTION 1 – DEFINITIONS, (CONT'D.)

Commission – Pennsylvania Public Utility Commission.

Communications Services - The Company's regulated intrastate toll and local exchange switched telephone services and private or dedicated line services offered for both intraLATA and interLATA use.

Company - **tw telecom data services llc**, the issuer of this tariff.

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

Customer Premises Equipment (CPE) - Equipment provided by the Customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

Demarcation Point - The Company-designated physical interface between the Company's Network and Customer's equipment, which point shall be either (i) in the case of a Service terminating at a Company owned or controlled premises, Company's designated distribution panel or network interface device located within such Company premises or (ii) in the case of a Service terminating at Customer's premises, the distribution panel or network interface device located at the common telecommunications ("telco") demarcation at the Customer or end-user premises (e.g., entry point for telco facilities, telco closet or common telco room).

Digital - A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

Exchange - An area consisting of one or more central office districts within which a call between any two points is a local call.

Exchange Access Line - A central office line furnished for direct or indirect access to the exchange system.

Exchange Service - The provision to the Customer of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the Customer's premises.

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

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SECTION 1 – DEFINITIONS, (CONT'D.)

Handicapped Person - A person, who is legally blind, visually handicapped or physically handicapped as that term is defined in the Federal Register (Vol. 35 #126 dated June 30, 1970).

Hearing Impaired - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

ICB - Individual Case Basis.

Interruption - The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

IP – Internet Protocol - used for communicating data across a packet-switched network by delivering distinguished protocol datagrams (packets) from the source host to the destination host solely based on their addresses.

Joint User - A person, firm, or corporation who uses the telephone service of a Customer as provided in Section 1 of this tariff.

Kilobit - One thousand bits.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Calling Area - The area, consisting of one or more central office districts, within which a Customer for exchange service may make telephone calls without a toll charge.

Mbps - Megabits, denotes millions of bits per second.

Monthly Recurring Charges (“MRC”) - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Network - Those telecommunication facilities operated by the Company, and excludes any telecommunication facilities that are operated by other telecommunication providers.

Nonrecurring Charge (“NRC”) - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

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SECTION 1 – DEFINITIONS, (CONT'D.)

NPA - Numbering plan area or area code.

Off-Net - A means for carrying traffic to or from the Customer's premises, where the Company leases other company's facilities to deliver traffic to Customer location. Off-Net traffic consists of all traffic that is not considered to be On-Net traffic.

On-Net - A means for carrying traffic to or from the Customer's premises, where the Company connects to the point of presence in a Customer building or on a Customer's premises using only Company-owned fiber. On-Net traffic is delivered to Customer exclusively over facilities of the Company.

PBX - Private Branch Exchange.

Point of Presence ("POP") - A location designated by the Company for the connection of Customer-provided wiring and terminal equipment to the services offered under the tariffs of the Company.

Premises - A building on contiguous property not separated by a public right-of-way. The contiguous property may be divided by the private right-of-way or easement, such as a railroad right-of-way.

Public Safety Answering Point ("PSAP") - An answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

Rate Center - A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

Service Date - The date on which the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Date is the date that the Company first provides the service in conformance with the Service Order or this tariff. The Company and Customer may mutually agree on a substitute Service Date.

Service Order - The written agreement for telecommunication and related services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Date.

Service Term – The committed service duration for a particular service as set forth in the applicable Service Order, including any renewal periods.

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SECTION 1 – DEFINITIONS, (CONT'D.)

System Equipment - Facilities and equipment installed, operated and controlled by Company to provide services to Customer.

TDM – Time Division Multiplex - technique of transmitting multiple digitized data, voice, and video signals simultaneously over one communication media by interleaving pulses representing bits from different channels or time slots.

Toll Call - Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

User or End User - A Customer or any other person authorized by a Customer to use service provided under this tariff.

VPN – Virtual Private Network - a network that is layered on top of an underlying network. The private nature of a VPN means that the data travelling over the VPN is not generally visible, or is encapsulated from, the underlying network traffic. Similarly, the traffic within the VPN appears to the underlying network as just another traffic stream to be passed.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

- A. The Company undertakes to furnish communications service pursuant to the terms of this tariff and/or any Service Order entered into between the Company and the Customer, in connection with one-way and/or two-way information transmission originating from points within the Commonwealth of Pennsylvania, and terminating within a local calling area as defined herein.
- B. Customer may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.
- C. The Company reserves the right to limit the manner in which any portion of its telecommunications Network is used to protect the technical integrity of the Network. The Company may discontinue or limit service, or impose requirements as required to meet changing regulatory requirements or when such requirements have a material adverse affect on the economic feasibility of providing service, as determined by the Company in its reasonable discretion.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The 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 to furnish service from time to time as required at the sole discretion of the Company.

Issued Date: April 22, 2010

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

- A. Service is provided on a contractual basis for a minimum period of at least one year unless otherwise specified in the Service Order or this tariff. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B. Customers may be required to enter into a written Service Order 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 this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. Except as otherwise stated in an individual customer contract or Service Order, upon expiration of a Service Term for a particular service, the Service Term will automatically renew for successive one year terms at the rate specified in the most recently executed contract or service order unless terminated by either party upon written notice delivered at least thirty (30) days prior to expiration of the then existing Service Term. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the Service Term shall survive such termination.
- D. Service may be terminated upon written notice to the Customer if:
 - 1. the Customer is using the service in violation of this tariff; or
 - 2. the Customer is using the service in violation of the law.
- E. This tariff shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania without regard for its choice of laws provision.
- F. Any other company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (Cont'd.)

- G. The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.
- H. If the Company anticipates taking any action to obtain relief under the United States Bankruptcy Code or filing an answer admitting bankruptcy or insolvency, or the Company will no longer be able to provide service, the Company will notify Customers as soon as practicable to permit Customers to obtain alternative service.
- I. All prices, terms and conditions associated with the services provided under this tariff are proprietary to the Company and will not be disclosed by the Customer to any party outside of the Customer's business entity. The Customer may not use the Company's name, logo or service mark in connection with the Customer's marketing of services to End Users, even where those services include services provided by the Company. The Company may use Customer's name and logo in materials presented to analysts and investors.
- J. Service is furnished subject to the conditions that it will not be used; (1) to make foul or profane expressions, (2) to impersonate another person with fraudulent or malicious intent, (3) to call another person so frequently, or at such times, or in any other manner so as to annoy, abuse, threaten, or harass the other person, (4) for any other unlawful purpose, or (5) in such a manner as to interfere with the use of the service by any other user.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability

A. Customer-Provided Equipment

The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by Customer-provided equipment or premises wire.

B. Use of Facilities of Other Companies

When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

C. Liability of the Company

The liability of the Company, or any other common carrier or other service provider that furnishes any portion of the Company's services, for damages arising from errors, mistakes, omissions, interruptions, or delays of the Company, or its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing regulated or nonregulated service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the Customers of the service or facilities) will not exceed an amount equal to the MRC (calculated on a proportionate basis) for the affected service during the period which such error, mistake, omission, interruption or delay occurs. The Company is not liable under any circumstances for any act, omission, error, mistake, interruption or delay of any connecting carrier or other service provider or their respective agents, servants or employees; nor will the Company have any such liability for providers of connections, equipment, facilities, or services other than the Company or its agents, servants, or employees. The Company will not be liable under any circumstances for any act, omission, error, mistake, interruption or delay of any person or entity owning telecommunications facilities used by the Customer or who furnishes facilities or services connected with or provided in conjunction with the Company's service;

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SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

C. Liability of the Company, (Cont'd.)

or for the culpable conduct of the Customer, its agents, servants, employees, invitees, or guests, or failures of equipment, facilities or connections provided by the Customer. The Company is not liable for interruptions, errors, delays, or defects in transmission when caused by strike or other labor problems, power fluctuations, surges or failures, national emergencies, acts of God, war, fire, flood, adverse weather conditions, riots, government authorities, cable cut, ordinances, laws, rules, regulations or restrictions, condemnation or exercise of rights of eminent domain, or other causes beyond the Company's control. The Company will not be liable at any time or under any circumstance for indirect, consequential, special incidental, reliance, special, punitive or consequential damages (including, without limitation, harm to business, lost revenues, lost savings, lost opportunity, harm to business or loss of profits) in connection with services rendered to the Customer under this tariff.

D. Approval of the above tariff language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld by a court of law. Approval by the Commission merely recognizes that since it is the court's responsibility to adjudicate negligence and consequential damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause(s).

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, or removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to maintain only the facilities and equipment installed, operated and controlled by Company to provide services to Customer ("System Equipment"). The Customer may not disconnect, remove, attempt to repair, or otherwise interfere with any of the System Equipment, nor may the Customer permit others to do so, except upon the written consent of the Company. The Customer is responsible for any damage or loss to System Equipment arising out of the negligent or willful acts or omissions of the Customer or the Customer's employees, agents or authorized users.
- B. The Company may substitute, change or rearrange any System Equipment at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- C. System Equipment located at the Customer's Premises for use in connection with the services shall not be used for any purpose other than that for which the equipment is provided.
- D. Except as otherwise indicated, Customer-provided station equipment must comply, on a continuing basis, with the technical specifications established by the Company.
- E. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
1. the through transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 2. the reception of signals by Customer-provided equipment; or
 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

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SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities, (Cont'd.)

- F. In the event the Company, in responding to a Customer initiated service call, determines that the cause of such service call is a failure, malfunction or inadequacy of Customer-provided equipment, the Customer must compensate the Company for such service call at Company's then prevailing rate.
- G. The Customer is responsible for usage charges, damages and loss resulting from the unauthorized or fraudulent use by the Customer, its agents, employees or third parties, of the services provided hereunder if such charges, damages or loss results from the failure, malfunction, inadequacy or failure to properly secure Customer-provided equipment.
- H. The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- I. The Customer agrees to operate Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to Section 2.1.6.J. below.
- J. The Customer agrees to return to the Company all Company provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

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SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.7 Directory Errors

The Company's only liability, for any cause whatsoever, including gross negligence or willful misconduct, for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall be as follows:

- A. Free Listings: For free or no-charge published directory listings, credit shall be given at the rate of the monthly tariff rate for an additional or charge listing for each individual, auxiliary or party line, PBX trunk or Centrex attendant loop affected, for the life of the directory or the charge period during which the error, mistake or omission occurs.
- B. Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
- C. Operator Records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the Customer, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.
- D. Credit Limitation: The total amount of the credit provided for the preceding paragraphs A, B, and C shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in paragraph C, for the line or lines in question.
- E. Definitions: As used in Paragraphs A, B, C, and D above, the terms "error", "mistake" or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular Customer's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the Customer on an incorrect street or in an incorrect community.

Issued Date: April 22, 2010

Effective Date:

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10475 Park Meadows Drive
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PA11000

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SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.7 Directory Errors, (Cont'd.)

- F. Notice: Such allowances or credits as specified in Paragraphs A, B, and C above, shall be given upon notice to the Company by the Customer that such error, mistake, or omission has occurred.
- G. When a Customer transfers to the Company from a prior local exchange carrier with ported numbers, the Company assumes no liability for any pre-existing directory errors associated with the ported numbers.
- H. The Customer is responsible for any charges imposed by its prior local exchange carrier for any directory services obtained from such local exchange carrier with respect to transferred lines.

2.1.8 Special Construction

Subject to the agreement of the Company and to the terms contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is 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 an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

Issued Date: April 22, 2010

Effective Date:

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Senior Vice President Regulatory
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PA11000

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SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.9 Ownership of Facilities

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

2.1.10 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, the Commission, or any other applicable agency, and the Customer shall fully cooperate in and take such actions as may be requested to comply with any such rules, regulations, orders, decisions or directives.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
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10475 Park Meadows Drive
Littleton, CO 80124

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SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.11 Universal Emergency Telephone Number Service (911, E911)

- A. This Tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- B. 911 information consisting of the names, addresses and telephone numbers of all telephone Customers is confidential. The Company will release such information only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- C. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- D. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

PA11000

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SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.11 Universal Emergency Telephone Number Service (911, E911), (Cont'd.)

- E. The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this Tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the Customer or others. Under the terms of this Tariff; the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

PA11000

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SECTION 2 – REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company shall require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file an addendum with the Company specifying additional terms and conditions and confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.
- 2.2.3 The Company may block any signals being transmitted over its network by Customers which cause interference to the Company or other users. The Customer shall be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services and the other entity meets the Company's credit criteria or makes a deposit as required by Section 2.5.2. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.
- 2.2.5 The Customer must provide sufficient information regarding the intended use of the service to allow the Company to furnish and maintain the requested service and to ensure that the use of the service complies with all tariff regulations. The services furnished herein shall not be used for any purpose or in any manner directly or indirectly in violation of this tariff, the law or in aid of any unlawful act or undertaking.

Issued Date: April 22, 2010

Effective Date:

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PA11000

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 – REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer****2.3.1 General**

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff and/or the contract by which the Customer takes service;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer'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 equipment, space and power the Company may deem necessary at the Customer's premises in order to properly provide service, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide telecommunications services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1.C. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by the Customer, or may be charged by the Company to the Customer. 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 (i.e., friable asbestos) prior to any construction or installation work;

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Effective Date:

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PA11000

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SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (Cont'd.)

- 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's premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D; and granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer 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. *granting reasonable access to Company's facilities and equipment for maintenance purposes.*
- I. The Customer is responsible for, upon termination of service as provided for any reason, all amounts due from the Customer to the Company, including, but not limited to, charges for services rendered and termination liability as provided in this tariff, shall become immediately due and payable by the Customer.

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, directors, employees, agents, invitees or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

PA11000

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SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Liability of the Customer, (Cont'd.)

B. Indemnification by the Customer

The Customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for (i) libel, slander, or infringement of copyright or unauthorized use of any trademark, tradename or service mark arising from the material transmitted over its facilities; (ii) infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the Customer; (iii) all claims of any kind by Customer's end users; and (iv) all other claims including, without limitation, claims for damage to any business or property or injury to, or death of, any person arising out of any act or omission of the Customer in connection with facilities provided by the Company or the Customer. In the event any such infringing use is enjoined, the Customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement. The Customer and any authorized or joint users, jointly and severally shall also indemnify, defend and hold the Company harmless against: all claims, demands, losses or liabilities, including, but not limited to, fees and expenses of counsel, arising out of, occasioned by, or in connection with, any act or omission of the Customer or of any person utilizing the Customer's codes, services, equipment, or facilities, with or without the consent or knowledge of the Customer. Service is furnished subject to the conditions that it will not be used: (1) to make foul or profane expressions, (2) to impersonate another person with fraudulent or malicious intent, (3) to call another person so frequently, or at such times, or in any other manner so as to annoy, abuse, threaten, or harass the other person, (4) for any other unlawful purpose, or (5) in such a manner as to interfere with the use of the service by any other user.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
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Littleton, CO 80124

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SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Liability of the Customer, (Cont'd.)

- C. Customer-Provided Equipment - The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by Customer-Provided equipment or premises wire. The Company shall have no obligation to install, maintain, repair or operate Customer-provided equipment. In the event that the Company, in responding to a Customer-initiated service call, determines that the cause of such service call is a failure, malfunction or inadequacy of Customer-provided equipment, the Customer must compensate the Company for such service call at the prevailing rate.

- D. Use of Facilities of Other Companies - When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 – REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels****2.4.1 General**

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company point of presence.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities comply, on a continuing basis with technical specifications established by the Company.

2.4.3 Interconnection of Facilities**A. Local Traffic Exchange**

Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.

- B. 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.

Issued Date: April 22, 2010

Effective Date:

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Senior Vice President Regulatory
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SECTION 2 – REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities, (Cont'd.)

- C. 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 of the other communications carriers which are applicable to such connections.
- D. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations, and any specifications required by the Company.

2.4.4 Inspections

- A. Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. The Customer shall provide the Company with access for such inspections.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- C. If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

Issued Date: April 22, 2010

Effective Date:

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SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a non-residential Customer to make an advance payment before services and facilities are furnished or where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities including estimated usage. In addition, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and related recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

2.5.2 Deposits

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge or if Customer has failed to timely pay for service(s) on two occasions during any six month period. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two (2) month's charges for tariffed services plus estimated usage.
- B. A deposit may be required in addition to an advance payment.
- C. Upon discontinuance of service, the Company, within forty-five (45) days, shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- D. Deposits held will accrue interest at the rate specified by the Commission.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

PA11000

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SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements

2.6.1 Payment for Service

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

A. Taxes, Fees and Surcharges

“Tax” or “Taxes” means any federal, state or local excise, gross receipts, value added, sales, use or other similar tax, fee, tax-like fee or surcharge of whatever nature and however designated, imposed or sought to be imposed, on or with respect to purchases by Customer or for the Company’s use of public streets or rights of way, which the Company is required or permitted by law or tariff to collect from Customer; provided, however, that the term “Tax” will not include any tax on the Company’s corporate existence, status, income, corporate property or payroll taxes.

The Company shall bill any and all applicable taxes, surcharges and fees, including, but not limited to: Federal Excise Tax; State Sales Tax; Municipal Taxes; Gross Receipts Taxes; and any taxes, surcharges, fees, charges or other payments contractual or otherwise, for the use of public streets or rights-of-way, whether designated as franchise fees or otherwise. As permitted by law, the Company will recover from its Customers any such charges assessed directly against the Company. Such taxes or fees will be itemized separately on the Customer's invoice or billing detail. If Customer fails to pay any Taxes properly billed, Customer will be solely responsible for payment of the Taxes, and penalty and interest.

If either Customer or the Company is audited by a taxing or other governmental authority, the other party will cooperate reasonably by responding to the audit inquiries in a proper, complete and timely manner. The Company will cooperate, at Customer’s expense, with reasonable requests of Customer in connection with any Tax contest or refund claim. Customer will ensure that no lien is attached to or allowed to remain on any asset of the Company as a result of any Tax contest. Customer will indemnify and hold the Company harmless against any liabilities, damages, losses, costs or expenses arising out of such Tax proceedings, including without limitation any additional Taxes, interest, penalties and attorney’s fees.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 – REGULATIONS, (CONT'D.)**2.6 Payment Arrangements, (Cont'd.)****2.6.1 Payment for Service, (Cont'd.)****A. Taxes, Fees and Surcharges, (Cont'd.)**

If Customer claims an exemption for any Taxes, Customer must provide the Company with a proper tax exemption certificate as authorized by the appropriate taxing authority. Customer must pay the applicable Taxes to the Company until it provides a valid exemption certificate. If applicable law exempts a service from a Tax, but does not also provide an exemption procedure, the Company will not collect such Tax if Customer provides a letter signed by one of its officers; (i) claiming a right to the exemption; (ii) identifying the applicable law that allows such exemption and does not require an exemption certificate; and (iii) agreeing to indemnify and hold the Company harmless from any tax, interest, penalties, loss, cost or expense asserted against the Company as a result of its not collecting the Taxes from Customer.

1. Telecommunications Relay Service**a. General**

The Pennsylvania Telecommunications Relay Service (PA TRS) is a relay telecommunication service for the deaf, hard of hearing, hearing and/or speech disabled population of the Commonwealth. The PA TRS is mandated by the Americans with Disabilities Act of 1990 to provide functionally equivalent telephone services that are available to other U.S. citizens, at no additional cost. The PA TRS includes both traditional relay (devices such as Teletypewriters (TTY) and Telecommunication Devices for the Deaf (TDD)) and captioned-telephone voice-carry-over relay services (captioned telephone). These relay services permit telephone communications between individuals with hearing and/or speech disabilities, who must use a TTY, TDD or captioned telephone, with individuals having normal hearing and speech. Additionally, 711 abbreviated dialing is available to access the PA TRS. The Company's switching equipment is arranged to translate the "711" calls to the assigned toll-free number, (888) 895-1197, in order to route calls to the Telecommunications Relay Service Provider, in accordance with Commission's Order entered on February 4, 2000 at Docket No. M-00900239.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

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SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.1 Payment for Service, (Cont'd.)

A. Taxes, Fees and Surcharges, (Cont'd.)

I. Telecommunications Relay Service

b. Surcharge

In addition to the charges provided in this tariff, a surcharge will apply to all residence and business access lines served by this Company. (Access lines are those lines extending from the telephone company's central office to the end-user's premises.) This surcharge applies regardless of whether or not the access line uses the PA TRS.

The surcharge serves as the funding vehicle for the operation of the PA TRS, Telecommunications Device Distribution Program and the Print Media Access Service Program and shall be calculated by the Pennsylvania Public Utility Commission (the Commission). The Commission shall compute the PA TRS surcharge each year and notify local exchange carriers of the surcharge amount to be applied for the twelve-month period commencing with July 1 of each year.

The Commission may revise the surcharge more frequently than annually at its discretion.

Tariff revisions will be filed whenever the Commission calculates a new surcharge amount and notifies the Company.

The following surcharge rates apply to all customer bills issued on or after July 1, 2009.

Per business access line, per month \$0.08

The TRS surcharge will be applied to Centrex lines using the following Centrex Equivalent Lines Table on a per Centrex customer basis.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.1 Payment for Service, (Cont'd.)

A. Taxes, Fees and Surcharges, (Cont'd.)

1. Telecommunications Relay Service, (Cont'd.)

b. Surcharge, (Cont'd.)

<u>Number of Centrex Lines</u>	<u>Equivalent Lines</u>	<u>Number of Centrex Lines</u>	<u>Equivalent Lines</u>
1	1	87 to 98	15
2	2	99 to 111	16
3	3	112 to 125	17
4 to 6	4	126 to 139	18
7 to 10	5	140 to 155	19
11 to 15	6	156 to 171	20
16 to 21	7	172 to 189	21
22 to 28	8	190 to 207	22
29 to 36	9	208 to 225	23
37 to 45	10	226 to 243	24
46 to 54	11	244 to 262	25
55 to 64	12	263 to 281	26
65 to 75	13	282 to 300	27
76 to 86	14	Each additional 18 Centrex lines	1

c. Rates

Local calls will be charged at the applicable local flat rate or local measured service rate. Toll calls will be charged at the applicable toll rate found in the selected long distance provider's rate schedule or current tariff. If the customer has not chosen a long distance carrier the default carrier's rates will apply for the toll calls.

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SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.2 Billing and Collection of Charges

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

- A. The Company shall present invoices for non-recurring and recurring charges monthly to the Customer, in advance of the month in which service is provided. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- B. The Company reserves the right to deny a request for additional services or restoration of services unless and until the Customer's account is in current status.
- 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 thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Date. The Service Date will not be delayed or postponed due to problems with Customer's equipment or Customer's lack of readiness to accept or use the service. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. All invoiced charges shall be due and payable on the due date printed on the invoice ("Due Date"), which is one day prior to the date of the next monthly invoice. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. A late payment charge of the lesser of 1.5% per month or the or the maximum rate permitted by law, for bills not paid by the Due Date, is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

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10475 Park Meadows Drive
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SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.2 Billing and Collection of Charges, (Cont'd.)

F. Objections to billed charges must be reported to the Company within 120 calendar days of the date of the invoice associated with the disputed charges, or the invoice shall be deemed correct and all rights to dispute such charges are waived. Claims must include all supporting documentation and may be submitted online at <http://customers.twtelecom.com/disputes/> or by telephone at 1-800-829-0420. The Company shall make adjustments to the Customer's invoice to the extent that circumstances exist which reasonably indicate that such changes are appropriate. Withheld disputed amounts determined in favor of the Company must be paid by Customer within five (5) business days following written, electronic or telephonic notice of the resolution and will bear interest at the lesser of 1.5% per month or the maximum rate allowed by law from the Due Date until the date paid.

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

The Bureau of Consumer Services has primary jurisdiction over complaints and Customers may contact the Bureau at the following address : Bureau of Consumer Services, Pennsylvania Public Utility Commission, P.O. Box 3265, Harrisburg, PA 17105-3265, or by calling: Phone No. 1-800-692-7380, FAX 717-787-6641.

G. If service is discontinued by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in this tariff.

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Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
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SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.3 Discontinuance of Service

A. Discontinuance of Service for Cause

Company may, without further notice, discontinue or suspend services for cause in the event of any of the following:

1. Customer fails to pay any amounts due herein by the Due Date and fails to cure by paying the associated outstanding balance in full within ten (10) days following written notice by Company;
2. Customer's breach of any of the other terms or conditions for furnishing service and fails to cure within ten (10) days following written notice by Company;
3. Customer's insolvency, bankruptcy assignment for the benefit of creditors, appointment of trustee or receiver or similar event;
4. Customer's illegal or fraudulent use of the Company's network;
5. The Customer is responsible for providing adequate access lines to enable the Company to terminate all toll free (i.e., 800/888) Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate toll free Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's toll free service, with thirty (30) days written notice.
6. Upon the Company's discontinuance of service to the Customer under Section 2.6.3, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the Service Term for which such services would have otherwise been provided to the Customer to be immediately due and payable

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Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

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SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.3 Discontinuance of Service, (Cont'd.)

B. Discontinuance of Service Without Cause

Company may discontinue or suspend services without cause in the event of any of the following:

1. Upon any governmental prohibition or governmental required alteration of the services, the Company may immediately discontinue service without incurring any liability.
2. 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.
3. Customer is responsible for paying for all charges incurred up to and including the date services are disconnected by the Company.

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company with not less than thirty (30) days prior written notice of desire to terminate service. All requests by Customer for disconnection of On-Net services will be processed by Company in 30 days or less, and for disconnection of long haul Off-Net Services in 45 days or less, following delivery of the written notice. Customer must pay for services until such disconnection actually occurs.

 COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.5 Cancellation or Modification of Application for Service

- A. Cancellation Charge - If the Customer cancels its order for service prior to the scheduled Service Date, an Order Cancellation Charge will apply. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to cancel the Service-Order.

Order Cancellation Charge \$100.00 per circuit plus, for off-net circuits, an additional Off Net cancellation charge will apply (www.twtelecom.com for current pricing by state).

- B. Modification Charge - If the Customer requests a change in a Service Order (excluding requests to expedite the scheduled service date as provided by Section 2.15 of this tariff), an Order Modification Charge will apply. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to modify the Service Order.

Order Modification Charge \$100.00 per Service Order being modified. An Off Net cancellation charge as described above will also apply if Customer requests to delay installation of an Off Net circuit by more than 30 days.

2.6.6 Delay of Installation

If the Customer wishes to delay the scheduled service date for commencement of service, the Customer must notify the Company, in writing, at least 72 hours prior to the original scheduled service date. The Customer shall pay the Company an Order Modification Charge as described in Section 2.6.5 and pay the Company for any third party charges incurred by the Company to meet the scheduled service date prior to receipt of such notice. Written requests to delay the scheduled service date received less than 72 hours prior to the scheduled service date shall not result in the delay of billing monthly recurring charges.

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Senior Vice President Regulatory
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SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6.8 Returned Item Charge

A charge of \$25.00, or the current allowable amount, will be assessed for any check or other form or payment returned by the drawee bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the *instrument at the discretion of the drawee bank or financial institution*. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 – REGULATIONS, (CONT'D.)

2.7 Service Level Standards and Allowances for Interruptions in Service

2.7.1 Service Level Standards

The Company offers the following service level standards for voice services:

<u>Criterion</u>	<u>Definition</u>	<u>Standard</u>
Availability	The time the Company's network is available for processing a telephone call.	99.99% or Greater
Dial Tone Delay	The specific time between Customer's going off-hook and the receipt of dial tone from the service telephone central office	2.0 seconds maximum
Post Dial Delay	The time from when the last digit is dialed to the moment the phone rings at the receiving location	2.0 seconds maximum
Noise	Unwanted electrical signals introduced into the telephone lines by circuit component or natural disturbances which tend to degrade the performance of the line.	17 dBmC maximum
Signal Loss	The diminishment of the signal level strength resulting in decay and quality of the call and signaling	3 dB maximum
Minimum Loop Current	Minimum level of current between the originating and terminating locations of a call required to support accurate signaling on the call.	23 Milliamps (mA)
Grade of Service (Vendor Network)	The probability that an attempted call will receive a busy signal, expressed as a decimal fraction. This factor is applicable only to the Company's network and not to any portions of the underlying network provided by another telephone service carrier.	P.01 or better
Change of Resp Org	The transition of management and administration of a Customer's 8XX telephone number records in the 8XX Service Management System. This standard is applicable when a Customer transfers 8XX telephone number service from one carrier to another.	10 days maximum

Issued Date: April 22, 2010

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10475 Park Meadows Drive
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SECTION 2 – REGULATIONS, (CONT'D.)**2.7 Service Level Standards and Allowances for Interruptions in Service, (Cont'd.)****2.7.2 General**

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.7.3 following. A service is interrupted when it becomes inoperative to the Customer, i.e., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- E. If two trouble tickets have been opened for a particular service in a thirty (30) day period, and the cause of outage is determined to be in the Company's network or system equipment, such service will be deemed a Chronic Trouble Service. If a third trouble ticket is opened on a Chronic Trouble Service within thirty (30) days of the second trouble ticket, and the cause of outage is determined to be in the Company's network or system equipment, the Customer may disconnect the affected service without incurring termination liability provided that Customer supplies the Company with a written termination notice no later than thirty days following the third Service Outage.
- F. The issuance of credits and Customer's Chronic Trouble Service termination rights pursuant to this Section shall be the Customer's sole and exclusive remedy for service interruption claims.

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Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

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SECTION 2 – REGULATIONS, (CONT'D.)

2.7 Service Level Standards and Allowances for Interruptions in Service, (Cont'd.)

2.7.3 Limitations of Allowances

Credits issued during any calendar month will not exceed the monthly recurring charge associated with the affected service that experienced the service outage(s). No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- D. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.4), or utilize another service provider;
- E. 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;
- F. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- G. That was not reported to the Company within thirty (30) days of the date that service was affected.
- H. Force Majeure: Such causes shall include, without limitation, acts of God, fire, flood, adverse weather conditions, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, ordinance, rule, restriction, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, condemnation or exercise of rights of eminent domain, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.

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Senior Vice President Regulatory
10475 Park Meadows Drive
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SECTION 2 – REGULATIONS, (CONT'D.)

2.7 Service Level Standards and Allowances for Interruptions in Service, (Cont'd.)

2.7.4 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.7.5 Application of Credits for Interruptions in Service

A. Trouble Reporting

If the Customer encounters a problem with any service after the Service Date, the Customer must obtain a trouble ticket by calling 1-800-829-0420. The Company will issue a credit for service interruptions as described in Section 2.7.2, if applicable, in accordance with this tariff. The duration of the problem is determined solely by the date and time the trouble ticket was opened and subsequently closed out as a resolved issue. Credits will not be issued unless a trouble ticket exists for the circuit in question.

B. Calculation of Credit Allowance

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 the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

C. Calculation of Credit for Service Interruption

Upon Customer's request, Company shall credit Customer's invoice for service interruptions of five minutes or more. Credit allowance will be calculated as a percentage of the monthly recurring charge for the affected service(s) as follows:

<u>Length of Interruption</u>	<u>Credit Allowance</u>
More than 5 minutes up to 4 hours	5%
More than 4 hours up to 8 hours	10%
More than 8 hours up to 12 hours	15%
More than 12 hours up to 16 hours	20%
More than 16 hours up to 24 hours	35%
More than 24 hours	See below

Issued Date: April 22, 2010

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Senior Vice President Regulatory
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SECTION 2 – REGULATIONS, (CONT'D.)

2.7 Service Level Standards and Allowances for Interruptions in Service, (Cont'd.)

2.7.5 Application of Credits for Interruptions in Service, (Cont'd.)

C. Calculation of Credit for Service Interruption, (Cont'd.)

Over 24 Hours. When service is interrupted for a period of at least 24 hours, the Company, after due notice by the Customer, shall apply the following schedule of allowances except in situations as provided for in Section c:

1. One-thirtieth of the tariffed monthly rate of services and facilities furnished by the Company rendered inoperative, useless or impaired for each of the first three full 24-hour periods during which the interruption continues after notice by the Customer to the Company conditioned that the out-of-service- extends beyond a minimum of 24 hours.
2. Two-thirtieths of each full 24-hour period beyond the first three 24-hour periods. However in no instance may the allowance for the out-of-service period exceed the total charges in a billing period for the service and facilities furnished by the public utility rendered useless or impaired.
3. When service is interrupted for a period of at least 24 hours due to such factors as storms, fires, floods or other conditions beyond the control of the Company, an allowance of 1/30 of the tariffed monthly rate for all services and facilities furnished by the Company rendered inoperative or substantially impaired to the extent of being useless shall apply for each full 24 hours during which the interruption continues after notice by the Customer to the Company.
4. The allowances set forth in 1 - 3 may not be applicable where service interrupted by the negligence or willful act of the Customer to service or where the public utility, pursuant to the terms of the contract for service, suspends or terminates service for nonpayment of charges or for unlawful or improper use of the facilities or service or for any other reason provided for in this tariff.

D. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired. Credit Allowances must be requested from the Company within 120 days of the date of the invoice covering the outage period. Any claim not filed within this time period shall be deemed waived. Claims must include the trouble ticket number and may be submitted via the Disputes process described in Section 2.6.2.F above.

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Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
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SECTION 2 – REGULATIONS, (CONT'D.)

2.7 Service Level Standards and Allowances for Interruptions in Service, (Cont'd.)

2.7.6 Time and Materials Charges

Time and Materials Charges are charges for work performed on the Customer's side of the Demarcation Point or to isolate trouble to the Customer's side of the Demarcation Point by a Company employee at the Customer's request that are not covered by other charges. Time and Materials Charges apply to, but are not limited to, work efforts associated with the installation of inside wire, preparation of Customer telecommunication spaces and maintenance on Customer equipment or inside wire. Chargeable time is labor which includes, but is not limited to, work preparation, actual work, trouble isolation and clean-up. Material Charges are the items required to fulfill the job requirements. Any work required to establish or reestablish network access on the network side of the demarcation point is excluded from Time and Materials Charges.

Included in Time and Materials Charges are Initial and Additional Time and Material Charges, the Trouble Isolation Charge, the Optional Testing and Monitoring Charge and the Dispatch Charge.

A. Time and Materials Charge Elements

1. Initial Time and Material Charge (ITM):

The first 30 minute increment or fraction thereof of billable premises work performed on the Customer's premises.

Initial Time and Material Charge \$75.00

2. Additional Time and Material Charge (ATM)

Each 30 minute increment or fraction thereof beyond the first 30 minute increment of billable premises work performed on the Customer's premises.

Additional Time and Material Charge \$50.00 per 30 minute increment

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 – REGULATIONS, (CONT'D.)

2.7 Service Level Standards and Allowances for Interruptions in Service, (Cont'd.)

2.7.6 Time and Materials Charges, (Cont'd.)

A. Time and Materials Charge Elements, (Cont'd.)

3. Trouble Isolation Charge (TIC)

When a Customer reports a trouble to the Company for repair or trouble isolation and no trouble is found in the Company's facilities and/or network, the Customer shall be responsible for payment of a Trouble Isolation Charge for the period of time from when Company personnel are engaged or dispatched to the Customer's premises to when the work is completed. Trouble isolated to Company facilities and/or network will result in no charge to the Customer.

Trouble Isolation Charge \$85.00 per occurrence

4. Optional Testing and Monitoring Charge (OTM)

If, after a Customer report of trouble to the Company, the Customer has been notified that no trouble is found in the Company facilities and/or network, the Customer may request that the Company continue to assist with network testing and/or monitoring or otherwise continue to assist the Customer and/or its vendor. In such instance, the Customer will be assessed additional charges for the period of time from which Company personnel are engaged or dispatched to the Customer's premises to the time when the work is completed.

Optional Testing and Monitoring Charge \$300.00 per occurrence

5. Dispatch Charge

The Dispatch Charge is a charge per premise visit or series of visits by a Company Field Technician to the Customer's premise for the purpose of performing billable premises work authorized or requested by the Customer or the Customer's authorized representative. The Dispatch Charge may be assessed in addition to all applicable Initial and Additional Time and Materials charges, Trouble Isolation Charge and Optional Testing and Monitoring Charge.

Dispatch Charge \$50.00 per occurrence

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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 – REGULATIONS, (CONT'D.)

2.8 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the Service Term for any reason other than for a service interruption (as defined in Section 2.7.2.E), the Customer shall pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

In the event that the Customer terminates service prior to the end of the Service Term, or in the event the Company terminates service for Cause as specified in Section 2.6.3. above, the Customer's termination liability shall be 100% of the MRCs applicable to the service for the remainder of the Service Term. In the case of early termination of services which are billed on a usage basis, Customer must pay to the Company an amount equal to the average monthly usage charges billed for the terminated services during all previous months since the service was successfully installed and available for Customer's use, multiplied by the number of months remaining in the Service Term. The Company reserves the right to impose termination charges at a higher rate than stated hereunder if the Company incurs unusually high capital costs to provide or remove service(s) to or from the Customer's location. The Company also reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to terminate service.

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Rochelle Jones
Senior Vice President Regulatory
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SECTION 2 – REGULATIONS, (CONT'D.)

2.9 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when 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.

2.9.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an *accepted credit card*, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the network and to have the charges for such calls billed to the Customer's account.

An *accepted credit card* is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an *accepted credit card* when received by the cardholder.

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an *accepted credit card* has occurred or may occur as a result of loss, and/or theft.
- D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 – REGULATIONS, (CONT'D.)

2.10 Use of Customer's Service by Others

2.10.1 Resale and Sharing

There are no prohibitions or limitations on the resale of services. Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the Commission's regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.10.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as 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.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

PA11000

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 – REGULATIONS, (CONT'D.)

2.11 Services for Hearing Impaired

2.11.1 Residential Hearing Impaired Customers or Hearing Impaired members of a Customer's household, upon written application and upon certification of their impaired status, which is evidenced by either a certificate from a physician, health care official, or state agency, or a diploma from an accredited educational institution for the impaired, may receive a discount off their message toll service rates, and, if they utilize telebraille devices, they may receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by nonprofit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the impaired may receive a discount off their message toll service rates.

2.11.2 Upon receipt of the appropriate application, and certification or verification, the following discounts off basic message toll service shall be made available for the benefit of the Hearing Impaired: the evening discount off the intrastate, interexchange, customer-dialed, station to station calls originating 8:00 a.m. to 4:59 p.m. Monday through Friday; the night/weekend discount off the intrastate, interexchange, customer-dialed, station to station calls originating 5:00 p.m. to 10:59 p.m. Sunday through Friday, and New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

2.12 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

2.12.1 to any subsidiary, parent company or affiliate of the Company; or

2.12.2 pursuant to any sale or transfer of substantially all the assets of the Company; or

2.12.3 pursuant to any financing, merger or reorganization of the Company.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

PA11000

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SECTION 2 – REGULATIONS, (CONT'D.)

2.13 Notices and Communications

- 2.13.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.13.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill, and if Customer is disconnecting Services for any reason, it must deliver notice to the Company either by facsimile to 303-803-9638 or by email to "CustomerCare@twtelecom.com". Notice by facsimile or email is deemed given when delivered.
- 2.13.3 Any notice and similar communication concerning services provided under this tariff shall be in writing, and shall be either (i) delivered in person, or (ii) sent by certified mail, return receipt requested, or (iii) sent by facsimile electronically confirmed and followed up immediately by regular mail. Notices shall be sent to the parties' respective addresses as they appear on the Service Order or as designated by either party pursuant to this section. A notice is deemed given when delivered.
- 2.13.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

PA11000

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SECTION 2 – REGULATIONS, (CONT'D.)

2.14 Primary Interexchange Carrier (PIC) Selection

2.14.1 General

Within the first thirty (30) days of new service, a Customer may change his or her interLATA and/or intraLATA long distance carrier at no charge. After this thirty (30) day period, the Customer will incur a charge each time there is a change in either the interLATA or intraLATA long distance carrier associated with the Customer's line after the initial installation of service. If the Customer changes the interLATA and the intraLATA carrier on the same order, only one charge will be assessed.

2.14.2 Options

Option A: Customer may select the Company as the presubscribed carrier for IntraLATA toll calls subject to presubscription.

Option B: Customer may select her/his interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option C: Customer may select a carrier other than the Company or the Customer's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option D: Customer may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code (10XXX) to route all intraLATA toll calls to the carrier of choice for each call. The ability to access casual/10XXX dialing shall only be available upon written request of the Customer.

2.14.3 Primary Interexchange Carrier Change Charges

A. Application of Charges

After a Customer's initial selection of a toll carrier, for any change thereafter, a nonrecurring PIC Change Charge will apply.

B. Nonrecurring Charges

Per business line or trunk	\$5.00
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 Issued Date: April 22, 2010

Effective Date:

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PA11000

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SECTION 2 – REGULATIONS, (CONT'D.)

2.15 Expedited Due Date Service

2.15.1 General

Upon acceptance of the Customer's application for service, the Company will notify the Customer of the timeframe in which service will be installed. When a Customer requests that service be provided in advance of the established service interval, and the Company is able to comply, an Expedited Due Date Service charge will apply.

2.15.2 Charges

The charge is applicable per exchange, per request and applies in addition to any normal service and installation charges applicable. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to expedite the service order.

2.15.3 Limitation of Liability

The Customer indemnifies and holds the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly when an established expedited due date is not met by the Company.

2.15.4 Charges

Expedited Due Date Charge	<u>DS1 Circuit or below</u> \$ 500.00 Per On Net Circuit \$1,000.00 Per Off net Circuit
	<u>DS3 or Ethernet Circuit</u> \$1,250.00 Per On Net Circuit \$2,500.00 Per Off Net Circuit

Charges for OCN circuits and Off Net Ethernet circuits with a capacity greater than 45 Mbps will be evaluated on an individual case basis.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

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SECTION 2 – REGULATIONS, (CONT'D.)

2.16 Emergency/Crisis/Disaster Restoration and Provisioning Telecommunications Service Priority

2.16.1 General

- A. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

- B. The TSP program has two components, restoration and provisioning.
1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
 2. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

PA11000

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SECTION 2 – REGULATIONS, (CONT'D.)

2.16 Emergency/Crisis/Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)

2.16.2 TSP Request Process

A. Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

1. Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.

National Security Leadership

National Security Posture and U.S. Population Attack Warning
Public Health, Safety, and Maintenance of Law and Order
Public Welfare and Maintenance of National Economic Posture

2. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
3. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
4. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
5. Submit the SF 315 to the OPT.
6. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

PA11000

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SECTION 2 – REGULATIONS, (CONT'D.)**2.16 Emergency/Crisis/Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)****2.16.2 TSP Request Process, (Cont'd.)****B. Provisioning**

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.16.2.A above for restoration priority assignment except for the following differences. The user should:

Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2.16.2.A.1 above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

Verify that the Company cannot meet the service due date without a TSP assignment.

Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

2.16.3 Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- A. Identify telecommunications services requiring priority.
- B. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
- C. Accept TSP services by the service due dates.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 – REGULATIONS, (CONT'D.)

2.16 Emergency/Crisis/Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)

2.16.3 Responsibilities of the End-User, (Cont'd.)

- D. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- E. Pay the Company any authorized costs associated with priority services.
- F. Report to the Company any failed or unusable services with priority levels.
- G. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- H. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

2.16.4 Responsibilities of the Company

The Company will perform the following:

- A. Provide TSP service only after receipt of a TSP authorization code.
- B. Revoke TSP services at the direction of the end-user or OPT.
- C. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- D. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- E. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- F. Confirm completion of TSP service order activity to the OPT.
- G. Participate in reconciliation of TSP information at the request of the OPT.

Issued Date: April 22, 2010

Effective Date:

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Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

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SECTION 2 – REGULATIONS, (CONT'D.)

2.16 Emergency/Crisis/Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)

2.16.4 Responsibilities of the Company, (Cont'd.)

- H. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- I. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- J. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- K. Disclose content of the NS/EP TSP database only as may be required by law.
- L. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

2.16.5 Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted customer of the action to be taken.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 – REGULATIONS, (CONT'D.)

2.17 Government Emergency Telecommunications Service (GETS)

2.17.1 Description of Service

The Government Emergency Telecommunication Service (GETS) provides authorized federal government end users with a National Security and Emergency Preparedness (NS/EP) switched voice and data communications service utilizing the public switched network through a special code(s) in the Company's end offices. Access is accomplished through the use of the 710 non-geographical Numbering Plan Area (NPA). GETS is activated at the request of the federal government or its authorized agent. GETS facilities may not be used for non-national security or non-emergency government telecommunications, non-GETS services or by unauthorized end users. A one hundred percent (100%) PIU factor will apply to GETS access minutes and nonrecurring charges.

2.17.2 GETS Service Area

GETS is available in all areas where facilities permit. The 710 non-geographical NPA will be opened in all areas in which GETS is available.

2.17.3 GETS Features

A. Alternate Carrier Routing (ACR)

Company does not provide GETS ACR functionality.

B. Calling Party Number (CPN)

Company does not provide GETS CPN functionality.

C. High Probability of Completion (HPC)

1. GETS High Probability of Completion (HPC) provides GETS users with enhanced routing priority in the public switched network. HPC significantly improves the completion of GETS NS/EP calls under severe network congestion and damage conditions, including, but not limited to natural disasters and national emergencies.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

PA11000

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SECTION 2 – REGULATIONS, (CONT'D.)**2.17 Government Emergency Telecommunications Service (GETS), (Cont'd.)****2.17.3 GETS Features, (Cont'd.)****C. High Probability of Completion (HPC), (Cont'd.)**

2. The HPC feature sets the call priority value and provides the capability to queue the GETS NS/EP access call against a busy Switched Access trunk group in a route list until a member of that trunk group become idle. As soon as a trunk group member becomes idle, it is offered to the queued GETS NS/EP access call before any other calls are processed. Calls processed through the HPC feature will be exempt from the following restrictive network management controls:
 - a. Cancel To (CANT) prevents a specified percentage of calls from accessing a trunk group and normally leads to final treatment.
 - b. Cancel From (CANF) when set at less than 100%. CANF prevents a specified percentage of calls from overflowing a trunk group.
 - c. (SKIP) when set at less than 100%. SKIP prevents a specified percentage of calls from accessing a trunk group and instead allows the call to advance to the next treatment.
 - d. Call Gap limits the rate of calls accepted for a specified code or to a particular number during a period of time.
 - e. Automatic Code Gap (ACG). ACG limits messaging between AIN SSPs and the AIN SCP. Although this control is an AIN control, the exemption is triggered by the HPC identity of a call.
3. The HPC feature works with Switched Access trunk groups equipped with SS7 Out of Band Signaling or with Equal Access Multifrequency Address Signaling. The HPC feature is available in specified wire centers only as negotiated between the Company and the federal government or its authorized user.
4. Company will support the switch vendor's GETS HPC Feature Set requirements, HPC Activated Features requirements and HPC Network Capabilities Requirements.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

PA11000

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SECTION 2 – REGULATIONS, (CONT'D.)

2.17 Government Emergency Telecommunications Service (GETS), (Cont'd.)

2.17.3 GETS Features, (Cont'd.)

C. High Probability of Completion (HPC), (Cont'd.)

5. Company will provide GETS-specific Operational Measurements (thirty-minute office-level measurements designed for consistency with LEC operational systems and engineering practices) and Network Management Measurements (discrete and five-minute measurements, both office- and trunk-level, for use with LEC network management centers).

2.17.4 Maintenance and Testing

- A. Company shall maintain TQ on all trunk groups specified by the GETS agreement between the Company and the federal government.
- B. Company will support GETS Standard Service Testing requirements.
- C. Company will support GETS Remote Service Verification Process (RSVP) testing requirements.

2.17.5 Cancellation of Service

Prior to deployment of the GETS service, the federal government may terminate performance of work, in whole or in part, if termination is in the federal governments' best interest. The Company, upon receiving a Notice of Termination, will:

- A. immediately stop work as specified in the notice;
- B. execute no further subcontracts or orders for materials, services or facilities except to complete the continued portion of the contract;
- C. terminate all subcontracts to the extent related to work terminated;
- D. settle all outstanding liabilities and termination settlement proposals;

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

PAI1000

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SECTION 2 – REGULATIONS, (CONT'D.)

2.17 Government Emergency Telecommunications Service (GETS), (Cont'd.)

2.17.5 Cancellation of Service, (Cont'd.)

- E. transfer title and deliver to the federal government all work in progress, plans, information and other information which would normally be furnished to the federal government if the GETS service had been implemented;
- F. complete performance of work not terminated;
- G. protect property related to GETS service in which the federal government has an interest; and
- H. submit a final termination settlement proposal no later than one year from the effective date of termination, unless extended in writing by the federal government within the one year period.

2.17.6 Rates and Charges

A. HPC Rates and Charges

Company offers all HPC features as a bundled set with the exception of RSVP and OA&M Data Collection and Delivery. These exceptions are separately priced and offered to the GETS IC as options.

HPC Service Preparation Charge	\$650.00
--------------------------------	----------

A one-time charge covering costs that are independent of the quantity of switches (i.e., product management, development of methods and procedures for implementation, identifying trunk groups for trunk queuing, network acceptance testing, etc.).

HPC Nonrecurring Per Switch Charge	\$182.00
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A one-time implementation charge per end office or access tandem switch (i.e., provisioning a switch to set HPC, provision Trunk Queuing on trunk groups).

HPC Monthly Recurring Per Switch Charge	\$30.00
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Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

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SECTION 2 – REGULATIONS, (CONT'D.)

2.17 Government Emergency Telecommunications Service (GETS), (Cont'd.)

2.17.6 Rates and Charges, (Cont'd.)

A. HPC Rates and Charges, (Cont'd.)

Firm-fixed monthly charge per end office or access tandem switch to cover ongoing costs (i.e., maintenance, standard operational readiness testing, resources utilization, etc.).

HPC Service Change Charge	\$150.00
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A one-time per switch charge for any request for HPC service configuration changes, including changes to the numbers provisioned to set HPC and Trunk Queuing parameters. This charge is independent of the number of activities included in an individual switch change request.

B. OA&M Delivery Options Rates and Charges

OA&M Service Preparation Charge	\$455.00
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A one-time charge covering costs that are independent of the quantity of switches (i.e., product management, development of methods and procedures for implementation, identifying trunk groups for trunk queuing, network acceptance testing, etc.).

OA&M Monthly Recurring Per Switch Charge	\$91.00
--	---------

Firm-fixed monthly charge per end office or access tandem switch to cover ongoing costs (i.e., maintenance, standard operational readiness testing, resources utilization, etc.).

OA&M Service Change Charge	\$150.00
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A one-time per switch charge for any request for OA&M service configuration changes, including changes to the numbers provisioned to set OA&M parameters. This charge is independent of the number of activities included in an individual switch change request.

 Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

PA11000

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SECTION 2 – REGULATIONS, (CONT'D.)

2.17 Government Emergency Telecommunications Service (GETS), (Cont'd.)

2.17.6 Rates and Charges, (Cont'd.)

C. RSVP Options Rates and Charges

RSVP Monthly Recurring Per Switch Charge \$35.00

Firm-fixed monthly charge per end office or access tandem switch to cover ongoing costs (i.e., maintenance, standard operational readiness testing, resources utilization, etc.).

RSVP Nonrecurring Per Switch Charge \$60.00

A one-time implementation charge per end office or access tandem switch (i.e., provisioning a switch to set RSVP).

RSVP Service Change Charge \$20.00

A one-time per switch charge for any request for RSVP service configuration changes, including changes to the numbers provisioned to set RSVP parameters. This charge is independent of the number of activities included in an individual switch change request.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 – REGULATIONS, (CONT'D.)

2.18 Customer Requested Suspension of Service

2.18.1 Service Description

Upon the Customer's request, the Company will suspend incoming and outgoing service on the Customer's access line for a period of time not to exceed one year. Upon the Customer's request, the Company will provide the Customer with an intercept recording referring callers to another number.

The Company will assess a lower monthly rate for Customer Request Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

2.18.2 Rates and Charges

<u>Period of Suspension</u>	<u>Charge</u>
First full or partial month	Regular Monthly Rate (no reduction)
Each additional month(Up to one year limit)	One-half Regular Monthly Rate

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

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SECTION 2 – REGULATIONS, (CONT'D.)

2.19 Additional Rules Relating to Resale of Service

All local voice services provided by the Company are intended for retail End User purposes only. The Company does not support any Customer's resale of local services to another end user that has not contracted with the Company. Unless otherwise agreed upon in writing by the Company, Customer must abide by the following requirements when purchasing any local services:

- 2.19.1 Customer must use Company-owned telephone numbers or numbers that are officially ported to the Company in connection with the Services.
- 2.19.2 The Company does not support the inclusion of individual names and/or locations for each telephone number used in connection with the Services for Emergency 911 purposes. Customer must utilize PS/ALI (Private Switch/Automatic Location Identifier) software to support each individual location for each ANI (Automatic Number Identification) transmitted by the Company to the applicable Emergency 911 PSAP (Public Safety Answering Position). The Company does not provide PS/ALI software.
- 2.19.3 The Company does not support CARE record (Carrier Access Record) information for each of Customer's end users. Customer must choose a single primary interexchange carrier for Customer and all of its end users. The Customer and all of its end users must utilize the same interexchange carrier.
- 2.19.4 The Company does not support the populating of the Customer's end user's caller name for Caller ID purposes. Only one Caller Name will be supported for each Billing Telephone Number provided to the Customer for the services purchased.
- 2.19.5 The Company does not support individual directory listings for each of the Customer's end users. Customer may only purchase directory listings that are representative of Customer's own business name. Customer must make individual arrangements with the directory service publisher for its end user listings.
- 2.19.6 The Company will issue invoices only to Customer for both Customer's and its end users use of the Services. Usage may be detailed by Billing Telephone Number (BTN), but the Company will not bill Customer's end users for the Services nor does the Company provide billing media to assist Customer in billing its end users.
- 2.19.7 The Company does not offer GR303 protocol in connection with the Services.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 2 – REGULATIONS, (CONT'D.)

2.19 Additional Rules Relating to Resale of Service, (Cont'd.)

2.19.8 The Company will accept trouble reports only from Customer or a Customer provided contact. Customer's end users contacting the Company will be referred back to Customer for trouble ticket management.

2.19.9 Unless Customer provides proof that it is an authorized telecommunications carrier with a Certificate of Public Convenience and Necessity, Customer agrees that all Services purchased hereunder will be subject to taxes, fees, surcharges and assessments based on Customer's use of the Services as an end user.

2.19.10 Customer who provides voice telecommunication service to end users not located at the Customer's service address agrees to permit the Company to honor porting requests from authorized carriers. The Company will accept a port request from an authorized carrier upon presentation of (i) a letter of authorization from Customer or (ii) evidence of an assignment from Customer to end user of the telephone number to be ported. The Company will issue notice that the number has been ported within five (5) business days of completion of the transaction. Such notice shall be sent to the person designated by Customer.

2.19.11 If permitted by the Commission, Customer who provides voice telecommunication service to end users located at the Customer's service address (Shared Tenant Service Provider) may request that the Company refuse ports from authorized carriers unless such request includes written authorization from Customer to port the number. The Company requires that Customer provide its end users with notification that assigned telephone numbers may not be ported unless agreed to by Customer.

2.19.12 Customer agrees to indemnify, defend and hold the Company harmless from all losses, damages or claims of any kind by Customer's end users and any act or omission of Customer in connection with any Service provided by the Company.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

PA11000

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SECTION 2 – REGULATIONS, (CONT'D.)**2.20 Inside Wire Maintenance and Installation****2.20.1 Terms and Conditions**

Company shall be responsible for delivering Service up to the Demarcation Point, and Customer is responsible for providing and maintaining any necessary wiring and facilities on Customer's side of the Demarcation Point. "Demarcation Point" means the Company-designated physical interface between the Company's Network and Customer's equipment, which point shall be either (i) in the case of a Service terminating at a Company owned or controlled premises, Company's designated distribution panel or network interface device located within such Company premises or (ii) in the case of a Service terminating at Customer's premises, the distribution panel or network interface device located at the common telecommunications ("telco") demarcation at the Customer or end-user premises (e.g., entry point for telco facilities, telco closet or common telco room). If requested by Customer, the Company may install, coordinate or otherwise arrange for installing or obtaining from third parties, facilities on Customer's side of the Demarcation Point ("Inside Wiring"). The Customer may request an estimate or a firm bid before ordering wire installation work to be done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time and materials charges incurred. When a firm bid is provided at Customer request, the charge to be billed is the amount quoted to the Customer for the work requested.

Inside Wire charges apply per service call when billable premises work is performed on noncomplex premises wire and jacks. Such charges are due and payable when billed.

Noncomplex wire, jacks and materials include:

- 2 to 6 pair inside wire
- Faceplates
- RJ11C, RJ14C, RJ11W and RJ14W type station jacks
- Staples, screws, nail, tape, connectors, etc.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

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SECTION 2 – REGULATIONS, (CONT'D.)

2.20 Inside Wire Maintenance and Installation, (Cont'd.)

2.20.2 Application of Rates and Charges

The Customer may provide inside wiring for single-line station equipment or may elect to have the Company's technicians install or maintain inside wire.

- A. Inside Wire Installation Charge - Installation Charges apply when a Customer requests new noncomplex wire and jack installation or requests existing noncomplex wire and jack moves, changes, removals, rearrangements, replacements or pre-wiring. Material is included in each time increment charge.
- B. Inside Wire Maintenance Charge - The Inside Wire Maintenance Charge applies when a Customer requests noncomplex wire and jack maintenance. Material is included in the Time and Materials Charge.

2.20.3 Rates and Charges

Labor

First Half Hour	\$75.00
Each Additional Half Hour	\$50.00
Administrative Fee	\$100.00
Trip Charge (if required, independent of circuit installation)	\$50.00

2.21 Letter of Authorization / Carrier Facility Assignment

If Customer intends to connect the Services to facilities that neither it nor the Company owns, it must provide the Company with and maintain (for the Service Term) a current letter of authorization and carrier facility assignment, as applicable.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 3 - APPLICATION OF RATES**3.1 Introduction**

The regulations set forth in this Section govern the application of rates for services contained in all other Sections of this tariff.

3.2 Usage Based Charges

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

3.2.1 Calls are measured in billing increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.

3.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person to person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.

3.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

3.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

3.2.5 All times refer to local time.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
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PA11000

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SECTION 3 - APPLICATION OF RATES, (CONT'D.)

3.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

3.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Telcordia, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated toll free service or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

3.3.2 The airline distance between any two rate centers is determined as follows:

- A. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Telcordia document.
- B. Compute the difference between the "V" coordinates of the two rate 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 above.
- E. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- F. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
- G. FORMULA

$$\sqrt{\frac{|V_1 - V_2|^2 + |H_1 - H_2|^2}{10}}$$

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

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SECTION 3 - APPLICATION OF RATES, (CONT'D.)

3.4 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for resolving troubles reported by the Customer and the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer's premises and end when work is completed. The rates for maintenance vary by time per Customer request. Refer to Section 2.7.6 for rates.

3.5 Restoration of Service

3.5.1 Description

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time the restoration of the suspended service and facilities is arranged. The Company may require the Customer to pay a deposit prior to the restoration of the suspended service and facilities.

3.5.2 Rates

Restoration Charge: \$50.00

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
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SECTION 3 - APPLICATION OF RATES, (CONT'D.)

3.6 Move and Change of Service

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the Company had done the work.

The Customer will be assessed a charge for any move or change of a Company service. Move and Change are defined as follows:

Move: A change in physical location of the Customer's premises or the point of termination at the Customer's premises. Charges equal to initial installation charge apply.

Change: A revision, redesign or other provisioning change to existing services.

<u>Change Order</u>	<u>Minimum Nonrecurring Charge, each</u>
Feature/Facility Change Charge	\$50.00

3.7 Records Order Change

3.7.1 A Records Order Change is a request for a change that impacts only the records of a Customer's service and not any physical change to the service.

3.7.2 Rates

Records Order Change Charge	\$20.00
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Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 4 - SERVICE AREAS

4.1 Scope of Service

The Company offers Local Exchange Service, subject to the availability of facilities and equipment, in the exchanges and local calling areas currently served by the following incumbent LEC: Verizon Pennsylvania Inc.

4.2 Calling Areas

Geographically-defined local calling areas are associated with each exchange service provided in this tariff. The local calling areas of the Company are the same as the local calling areas specified by the incumbent local exchange carrier in the same areas served by the Company.

4.3 Exchange Service Areas – Extended Area Service - Verizon Pennsylvania Inc.

A. Local Exchange Service Areas

<u>Exchange</u>	<u>Local Calling Area</u>
Allentown	Allentown, Bath, Bethlehem, Catasauqua, Easton, Hellertown, Kutztown, Nazareth, Northampton, Riegelsville, Slatington, Springtown
Harrisburg	
Zone 1	Dauphin, Halifax, Harrisburg Zone 1, Harrisburg Zone 2, Hummelstown, Marysville, Mechanicsburg, Middletown,
Zone 2	Harrisburg Zone 1, Harrisburg Zone 2, Hummelstown, Middletown
Scranton	Clarks Summit, Dalton, Factoryville, Hamlin, Jermyn, Lake Ariel, Lake Winola, Moosic, Moscow, Olyphant, Pittston, Scranton, Taylor, Wyoming

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

PA11000

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SECTION 4 - SERVICE AREAS, (CONT'D.)

4.3 Exchange Service Areas – Extended Area Service - Verizon Pennsylvania Inc., (Cont'd.)

B. Philadelphia Exchanges

<u>Exchange</u>	<u>Local Calling Area</u>
Philadelphia Zone 1	Phila. Zone 1, Phila. Zone 2, Phila. Zone 3, Phila. Zone 4
Philadelphia Zone 2	Phila. Zone 1, Phila. Zone 2, Phila. Zone 3, Phila. Zone 4, Phila. Sub. Zone 14, Phila. Sub. Zone 17, Phila. Sub. Zone 21, Phila. Sub. Zone 23, Phila. Sub. Zone. 24
Philadelphia Zone 3	Phila. Zone 1, Phila. Zone 2, Phila. Zone 3, Phila. Zone 4, Phila. Sub. Zone 23, Phila. Sub. Zone 31, Phila. Sub. Zone 32, Phila. Sub. Zone 34
Philadelphia Zone 4	Phila. Zone 1, Phila. Zone 2, Phila. Zone 3, Phila. Zone 4, Phila. Sub. Zone 34, Phila. Sub. Zone 37, Phila. Sub. Zone 40, Phila. Sub. Zone 41

C. Philadelphia Suburban Exchanges

<u>Exchange</u>	<u>Local Calling Area</u>
Chester Heights (Phil. Suburban Zone 10)	Chester, Chester Heights, Holly Oak, DE, Lenape, Media, Mendenhall, West Chester, Westtown, Wilmington, DE
Chester (Phil. Suburban Zone 11)	Chester, Chester Heights, Darby-Ridley Park-Sharon Hill, Holly Oak, Media, Swarthmore
Media (Phil. Suburban Zone 12)	Broomall-Newtown Square, Chester, Chester Heights, Media, Swarthmore
Swarthmore (Phil. Suburban Zone 13)	Broomall-Newtown Square, Chester, Darby-Ridley Park-Sharon Hill, Havertown-Manoa, Media, Swarthmore, Upper Darby
Darby-Ridley Park-Sharon Hill (Phil. Suburban Zone 14)	Chester, Darby-Ridley Park-Sharon Hill, Phila. Zone 2, Swarthmore, Upper Darby
Upper Darby (Phil. Suburban Zone 17)	Darby-Ridley Park-Sharon Hill, Havertown-Manoa, Phila. Zone 2, Swarthmore, Upper Darby
Havertown-Manoa (Phil. Suburban Zone 21)	Ardmore, Broomall-Newtown Square, Havertown-Manoa, Phila. Zone 2, Swarthmore, Upper Darby
Broomall-Newtown Square (Phil. Suburban Zone 22)	Ardmore, Broomall-Newtown Square, Bryn Mawr, Havertown-Manoa, Media, Paoli-Malvern-Berwyn, Swarthmore, Wayne

Issued Date: April 22, 2010

Effective Date:

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Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

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SECTION 4 - SERVICE AREAS, (CONT'D.)

4.3 Exchange Service Areas – Extended Area Service - Verizon Pennsylvania Inc., (Cont'd.)

C. Philadelphia Suburban Exchanges, (Cont'd.)

Exchange	Local Calling Area
Cynwyd-Narberth (Phil. Suburban Zone 23)	Ardmore, Bryn Mawr, Cynwyd-Narberth, Phila. Zone 2, Phila. Zone 3
Ardmore (Phil. Suburban Zone 24)	Ardmore, Broomall-Newtown Square, Bryn Mawr, Conshohocken, Cynwyd-Narberth, Havertown-Manoa, Phila. Zone 2, Wayne
Bryn Mawr (Phil. Suburban Zone 25)	Ardmore, Broomall-Newtown Square, Bryn Mawr, Conshohocken, Cynwyd-Narberth, Wayne
Wayne (Phil. Suburban Zone 26)	Ardmore, Broomall-Newtown Square, Bryn Mawr, Conshohocken, Norristown, Paoli-Malvern-Berwyn, Valley Forge, Wayne
Paoli-Malvern-Berwyn (Phil. Suburban Zone 28)	Broomall-Newtown Square, Chester Springs, Downingtown, Eagle, Exton, Lenape, Paoli-Malvern-Berwyn, Phoenixville, Valley Forge, Wayne, West Chester, Westtown
Valley Forge (Phil. Suburban Zone 29)	Collegeville, Norristown, Paoli-Malvern-Berwyn, Phoenixville, Royersford, Valley Forge, Wayne
Norristown (Phil. Suburban Zone 30)	Ambler, Center Point, Collegeville, Conshohocken, Harleysville, Lansdale, Norristown, North Wales, Phoenixville, Royersford, Schwenksville, Valley Forge, Wayne
Conshohocken (Phil. Suburban Zone 31)	Ambler, Ardmore, Bryn Mawr, Center Point, Collegeville, Conshohocken, Flourtown, Norristown, Phila. Zone 3, Wayne
Flourtown (Phil. Suburban Zone 32)	Ambler, Cheltenham-Elkins Park-Jenkintown, Conshohocken, Flourtown, Phila. Zone 3
Ambler (Phil. Suburban Zone 33)	Ambler, Cheltenham-Elkins Park-Jenkintown, Conshohocken, Flourtown, Hatboro, Norristown, North Wales, Warrington, Willow Grove
Cheltenham-Elkins Park-Jenkintown (Phil. Suburban Zone 34)	Ambler, Bethayres-Huntingdon, Cheltenham-Elkins Park-Jenkintown, Flourtown, Hatboro, North Wales, Phila. Zone 3, Phila. Zone 4, Willow Grove

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
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SECTION 4 - SERVICE AREAS, (CONT'D.)

4.3 Exchange Service Areas – Extended Area Service - Verizon Pennsylvania Inc., (Cont'd.)

C. Philadelphia Suburban Exchanges, (Cont'd.)

<u>Exchange</u>	<u>Local Calling Area</u>
Bethayres-Huntingdon (Phil. Suburban Zone 37)	Bethayres-Huntingdon, Cheltenham-Elkins Park-Jenkintown, Feasterville-Churchville, Hatboro, Phila. Zone 4, Warrington, Willow Grove
Willow Grove (Phil. Suburban Zone 38)	Ambler, Bethayres-Huntingdon, Cheltenham-Elkins Park-Jenkintown, Feasterville-Churchville, Hatboro, Warrington, Willow Grove
Hatboro (Phil. Suburban Zone 39)	Ambler, Bethayres-Huntingdon, Cheltenham-Elkins Park-Jenkintown, Feasterville-Churchville, Hatboro, Warrington, Willow Grove
Feasterville-Churchville (Phil. Suburban Zone 40)	Bethayres-Huntingdon, Eddington-Cornwells Heights, Feasterville-Churchville, Hatboro, Langhorne, Newtown, Phila. Zone 4, Warrington, Willow Grove, Wycombe
Eddington-Cornwells Heights (Phil. Suburban Zone 41)	Bristol, Eddington-Cornwells Heights, Feasterville-Churchville, Langhorne, Phila. Zone 4
Bristol (Phil. Suburban Zone 42)	Bristol, Eddington-Cornwells Heights, Langhorne, Levittown, Morrisville, Yardley
Langhorne (Phil. Suburban Zone 43)	Bristol, Eddington-Cornwells Heights, Feasterville-Churchville, Langhorne, Levittown, Morrisville, Newtown, Yardley
Levittown (Phil. Suburban Zone 44)	Bristol, Langhorne, Levittown, Morrisville, Newtown, Yardley
Warrington (Phil. Suburban Zone 45)	Ambler, Bethayres-Huntingdon, Buckingham, Doylestown, Feasterville-Churchville, Hatboro, Line Lexington, Warrington, Willow Grove, Wycombe

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
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PA11000

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SECTION 4 - SERVICE AREAS, (CONT'D.)

4.3 Exchange Service Areas – Extended Area Service - Verizon Pennsylvania Inc., (Cont'd.)

D. Pittsburgh Exchanges, (Cont'd.)

<u>Exchange</u>	<u>Local Calling Area</u>
Bellevue (Includes West View)	Bellevue, Braddock, Carrick, Coraopolis, Crafton, East Liberty, Homestead, Millvale, Perrysville, Pittsburgh
Braddock (Includes Wilkinsburg)	Bellevue, Braddock, Carrick, Crafton, East Liberty, Homestead, Millvale, Monroeville, Penn Hills, Pittsburgh
Carrick (Includes Mt. Lebanon)	Bellevue, Bethel Park, Braddock, Bridgeville, Carnegie, Carrick, Crafton, East Liberty, Homestead, Millvale, Pittsburgh, Pleasant Hills
Crafton (Includes McKees Rocks)	Bellevue, Braddock, Carnegie, Carrick, Coraopolis, Crafton, East Liberty, Homestead, Millvale, Pittsburgh
East Liberty	Bellevue, Braddock, Carrick, Crafton, East Liberty, Fox Chapel, Homestead, Millvale, Oakmont, Pittsburgh
Homestead	Bellevue, Braddock, Carrick, Chapel, Crafton, East Liberty, Homestead, McKeesport, Millvale, Pittsburgh, Pleasant Hills
Millvale (Includes Sharpsburg)	Bellevue, Braddock, Carrick, Crafton, East Liberty, Fox Chapel, Glenshaw, Homestead, Millvale, Oakmont, Pittsburgh
Pittsburgh	Bellevue, Braddock, Carrick, Crafton, East Liberty, Homestead, Millvale, Pittsburgh

Issued Date: April 22, 2010

Effective Date:

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PA11000

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SECTION 4 - SERVICE AREAS, (CONT'D.)

4.3 Exchange Service Areas – Extended Area Service - Verizon Pennsylvania Inc., (Cont'd.)

E. Pittsburgh Suburban Exchanges, (Cont'd.)

<u>Exchange</u>	<u>Local Calling Area</u>
Bethel Park (Pitt. Sub. 12)	Bethel Park, Bridgeville, Carrick, Finleyville, McMurray, Pleasant Hills
Bridgeville (Pitt. Sub. 13)	Bethel Park, Bridgeville, Canonsburg, Carnegie, Carrick, McDonald, McMurray, Oakdale
Carnegie (Pitt. Sub. 14)	Bridgeville, Carnegie, Carrick, Coraopolis, Crafton, Imperial, Oakdale
Coraopolis (Pitt. Sub. 15)	Coraopolis, Carnegie, Sewickley, Bellevue, West View, Crafton, McKees Rocks, Ambridge, Glenwillard, Imperial
Fox Chapel (Includes Dorseyville) (Pitt. Sub. 19)	East Liberty, Fox Chapel, Glenshaw, Millvale, Oakmont, Springdale
Glenshaw (Pitt. Sub. 18)	Fox Chapel, Glenshaw, Millvale, Perrysville
Irwin (Pitt. Sub. 23)	Irwin, McKees Rocks, Monroeville, Greensburg, Harrison City (Windstream), Hermine, Jeannette
McKeesport (Pitt. Sub. 10)	McKeesport, Pleasant Hills, Bethel Park, Monroeville, Irwin, Clairton, Elizabeth, Homestead
Monroeville (Includes Turtle Creek) (Pitt. Sub. 22)	Braddock, Export, Harrison City, Irwin, McKeesport, Monroeville, Penn Hills
Oakmont (Pitt. Sub. 20)	East Liberty, Fox Chapel, Millvale, New Kensington, Oakmont, Penn Hills, Springdale, Tarentum
Penn Hills (Pitt. Sub. 21)	Braddock, Export, Monroeville, Oakmont Penn Hills
Perrysville (Pitt. Sub. 17)	Bellevue, Glenshaw, Perrysville, Wexford
Pleasant Hills (Pitt. Sub. 11)	Bethel Park, Carrick, Clairton, Elizabeth, Homestead, McKeesport, Pleasant Hills
Sewickley (Pitt. Sub. 16)	Sewickley, Coraopolis, Ambridge, Aliquippa, Glenwillard

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

PA11000

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 5 - NETWORK SERVICES

5.1 Service Offerings - General

5.1.1 Description

- A. The Company undertakes to provide Non-Residential Customers with the following types of network services:

Converged Voice Service

- B. All services offered in this tariff are subject to Nonrecurring and Monthly Recurring Charges.

- C. These services provide a Customer with the ability to connect its terminal equipment, inside wiring, or transmission facilities to the Company's switched network for the origination and reception of telephonic communications, and includes optional features designed to facilitate the use or expand the functionality of communications services. Services may be provided by the use of the Company's own facilities, by resale of services provided by other telephone companies, or by a combination of these methods.

- D. Service is intended for end user applications with local usage not to exceed 200,000 minutes per month. Terms and conditions, rates and charges for applications exceeding 200,000 minutes of local usage per month will be determined on an individual case basis. If the Customer's actual usage exceeds 200,000 minutes of local usage per month, the Company may, upon 30 days written notice, re-calculate and adjust the monthly recurring rates to be charged to the Customer. If the Customer does not accept the adjusted rates, it may upon notice to the Company terminate the Service. Termination liability charges may apply as specified elsewhere in this tariff.

- E. To the extent facilities are available, services offered under this tariff are provided by the Company on an On-Net basis. Unless otherwise noted, prices for services offered under this tariff reflect the On-Net price for such services. Where service is provided on an Off-Net basis, additional charges may apply. If during a contract period the Company brings a Customer's service onto the Company network, pricing for the original configuration shall continue to apply for the duration of the contract period.

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Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
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10475 Park Meadows Drive
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COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 5 - NETWORK SERVICES

5.2 Converged Voice Service

5.2.1 Description

tw telecom Converged Voice Service is a flexible bandwidth bundled service consisting of local exchange service with selected features, a Long Distance and/or Toll Free usage allowance and the option of adding Internet Access and/or Virtual Private Network (VPN) service as specified in the private line tariff.

All Converged Voice services include a fully managed integrated access device placed at the Customer premise and can be configured with varying bandwidth capacities:

For services provided via a TDM interface, a Customer may purchase bandwidths of service from 1.5 Mbps up to 6 Mbps in increments of 1.5 Mbps. Bandwidths beyond 6 Mbps will require an ICB.

For services provided via an Ethernet interface, a Customer may purchase bandwidths of service from 2 Mbps to 50 Mbps in increments of 2 Mbps up to 10 Mbps and increments of 5 Mbps up to 50 Mbps. Bandwidths beyond 50 Mbps will require an ICB.

The Customer receives a long distance allowance which may be used for 1+ and/or toll free services, based on the total Converged bandwidth purchased as follows:

- Up to and including 2 Mbps – 2,500 Minutes of Use
- More than 2 Mbps up to and including 4 Mbps – 5,000 Minutes of Use
- More than 4 Mbps – 7,500 Minutes of Use

The Customer must purchase a minimum of 4 and a maximum of 50 voice channels, which may be a combination of business lines, digital trunks, and/or PRI channels. The remaining available bandwidth, including excess bandwidth available when all voice services are not in use, will be dynamically allocated to Internet access and/or VPN services depending on the bundle purchased. Some combinations of voice services may be unavailable due to equipment limitations.

For the Customer who selects line based channels, the Select Feature Package defined in Section 6.1 is available at no additional charge. The Customer is also eligible to purchase the Premium Feature Package as defined in Section 6.1.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 5 - NETWORK SERVICES**5.2 Converged Voice Service, (Cont'd.)****5.2.1 Description, (Cont'd.)**

Three distinct bundles are available:

A. Voice + Internet

Customer designates the number of voice channels to be configured as described above. The remaining available bandwidth, including excess bandwidth available when all voice services are not in use, will be dynamically allocated for Internet access service.

B. Voice + VPN

Customer designates the number of voice channels to be configured as described above. The remaining available bandwidth, including excess bandwidth available when all voice services are not in use, will be dynamically allocated for VPN access service.

C. Voice + VPN + Internet

Customer designates the number of voice channels to be configured as described above. The remaining available bandwidth, including excess bandwidth available when all voice services are not in use, will be dynamically allocated for VPN and Internet access services. Customer must purchase an additional Secure Internet Access (SIA) component at a designated bandwidth capacity. Dynamic allocation of excess bandwidth is limited to the amount Customer designates to the SIA component.

5.2.2 Rates and Charges**A. Application of Rates**

To the extent facilities are available, services offered under this tariff are provided by the Company on an On-Net basis. Unless otherwise noted, prices for services offered under this tariff reflect the On-Net price for such services. Where service is provided on an Off-Net basis, additional charges may apply.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
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SECTION 5 - NETWORK SERVICES

5.2 Converged Voice Service, (Cont'd.)

5.2.2 Rates and Charges, (Cont'd.)

B. Converged Voice + Internet

All rates are applied per service location:

<u>Bundle BW</u>	<u>Nonrecurring</u>	<u>Monthly Recurring Charge</u>				
		<u>Mbps</u>	<u>Charge</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
<u>T1</u>						
1.5	\$500.00		\$590.00	\$531.00	\$501.00	\$471.00
3	\$500.00		\$1,150.00	\$1,035.00	\$978.00	\$924.00
4.5	\$500.00		\$1,652.00	\$1,487.00	\$1,404.00	\$1,350.00
6	\$500.00		\$2,100.00	\$1,890.00	\$1,770.00	\$1,728.00
<u>10M ETHERNET</u>						
2	\$500.00		\$787.00	\$708.00	\$668.00	\$628.00
4	\$500.00		\$1,468.00	\$1,322.00	\$1,248.00	\$1,200.00
6	\$500.00		\$2,100.00	\$1,890.00	\$1,770.00	\$1,728.00
8	\$500.00		\$2,400.00	\$2,160.00	\$2,025.00	\$1,968.00
10	\$500.00		\$2,504.00	\$2,254.00	\$2,113.00	\$2,051.00
<u>100M ETHERNET</u>						
2	\$500.00		\$787.00	\$708.00	\$668.00	\$628.00
4	\$500.00		\$1,468.00	\$1,322.00	\$1,248.00	\$1,200.00
6	\$500.00		\$2,100.00	\$1,890.00	\$1,770.00	\$1,728.00
8	\$500.00		\$2,400.00	\$2,160.00	\$2,025.00	\$1,968.00
10	\$500.00		\$2,504.00	\$2,254.00	\$2,113.00	\$2,051.00
15	\$500.00		\$1,218.00	\$1,028.00	\$952.00	\$886.00
20	\$500.00		\$1,390.00	\$1,184.00	\$1,098.00	\$1,023.00
25	\$500.00		\$1,566.00	\$1,342.00	\$1,248.00	\$1,164.00
30	\$500.00		\$1,742.00	\$1,500.00	\$1,397.00	\$1,305.00
35	\$500.00		\$1,914.00	\$1,655.00	\$1,544.00	\$1,443.00
40	\$500.00		\$2,090.00	\$1,813.00	\$1,693.00	\$1,583.00
45	\$500.00		\$2,262.00	\$1,968.00	\$1,839.00	\$1,721.00
50	\$500.00		\$2,438.00	\$2,127.00	\$1,988.00	\$1,862.00

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

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SECTION 5 - NETWORK SERVICES

5.2 Converged Voice Service, (Cont'd.)

5.2.2 Rates and Charges, (Cont'd.)

C. Converged Voice + VPN

All rates are applied per service location:

<u>Bundle BW</u>	<u>Nonrecurring</u>	<u>Monthly Recurring Charge</u>				
		<u>Mbps</u>	<u>Charge</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
<u>T1</u>						
1.5	\$500.00		\$726.00	\$653.00	\$616.00	\$579.00
3	\$500.00		\$1,415.00	\$1,273.00	\$1,203.00	\$1,137.00
4.5	\$500.00		\$2,032.00	\$1,829.00	\$1,727.00	\$1,661.00
6	\$500.00		\$2,583.00	\$2,325.00	\$2,177.00	\$2,125.00
<u>10M ETHERNET</u>						
2	\$500.00		\$968.00	\$871.00	\$822.00	\$772.00
4	\$500.00		\$1,806.00	\$1,626.00	\$1,535.00	\$1,476.00
6	\$500.00		\$2,583.00	\$2,325.00	\$2,177.00	\$2,125.00
8	\$500.00		\$2,952.00	\$2,657.00	\$2,491.00	\$2,421.00
10	\$500.00		\$3,080.00	\$2,772.00	\$2,599.00	\$2,523.00
<u>100M ETHERNET</u>						
2	\$500.00		\$968.00	\$871.00	\$822.00	\$772.00
4	\$500.00		\$1,806.00	\$1,626.00	\$1,535.00	\$1,476.00
6	\$500.00		\$2,583.00	\$2,325.00	\$2,177.00	\$2,125.00
8	\$500.00		\$2,952.00	\$2,657.00	\$2,491.00	\$2,421.00
10	\$500.00		\$3,080.00	\$2,772.00	\$2,599.00	\$2,523.00
15	\$500.00		\$1,498.00	\$1,264.00	\$1,172.00	\$1,090.00
20	\$500.00		\$1,709.00	\$1,456.00	\$1,351.00	\$1,258.00
25	\$500.00		\$1,926.00	\$1,650.00	\$1,536.00	\$1,432.00
30	\$500.00		\$2,142.00	\$1,845.00	\$1,719.00	\$1,605.00
35	\$500.00		\$2,354.00	\$2,035.00	\$1,900.00	\$1,775.00
40	\$500.00		\$2,570.00	\$2,230.00	\$2,083.00	\$1,947.00
45	\$500.00		\$2,782.00	\$2,420.00	\$2,263.00	\$2,117.00
50	\$500.00		\$2,998.00	\$2,616.00	\$2,446.00	\$2,290.00

D. Converged Voice + VPN + Internet

See rates for Converged Voice + VPN above. The Customer must also purchase an additional secure internet access component, which is not regulated under this tariff.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
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10475 Park Meadows Drive
Littleton, CO 80124

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SECTION 6 - SUPPLEMENTAL SERVICES

6.1 Business Line and Terminal Features

6.1.1 General

The custom calling/CLASS features in this section are made available as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

6.1.2 Description of Features

A. Anonymous Call Rejection

Allows Customer to reject calls if the calling number is marked as private.

B. Call Forwarding

Call Forwarding, when activated, redirects attempted terminating calls to another Customer specified line. The Customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding.

The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding is billed for the forwarded leg of the call.

Call Forwarding (Busy) automatically reroutes an incoming call to a Customer predesignated number when the called number is busy.

Call Forwarding (Don't Answer) automatically reroutes an incoming call to a Customer predesignated number when the called number does not answer within the number of rings programmed by the Company.

Call Forwarding (Variable) allows the Customer to choose to reroute incoming calls to another specified telephone number. The Customer must activate and deactivate this feature.

C. Call Hold

Allows call to be placed on hold.

Issued Date: April 22, 2010

Effective Date:

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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)**6.1 Business Line and Terminal Features, (Cont'd.)****6.1.2 Description of Features, (Cont'd.)****D. Call Transfer (for Lines)**

Call Transfer allows a Customer to receive an incoming call then transfer the calling party to any other number.

E. Call Waiting

Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

F. Caller ID**1. Calling Number Delivery**

This Caller ID feature allows a Customer to see a caller's number previewed on a display screen before the call is answered allowing a Customer to prioritize and/or screen incoming calls. Caller ID records the number, date and time of each incoming call - including calls that are not answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. The number of originating callers who have requested that their name and number be blocked will not be populated on the Customer's CPE.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)**6.1 Business Line and Terminal Features, (Cont'd.)****6.1.2 Description of Features, (Cont'd.)****F. Caller ID, (Cont'd.)****2. Calling Name & Number Delivery**

This Caller ID feature allows a Customer to see a caller's name and number previewed on a display screen before the call is answered allowing a Customer to prioritize and/or screen incoming calls. Caller ID records the name, number, date and time of each incoming call - including calls that are not answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. The name and number of originating callers who have requested that their name and number be blocked will not be populated on the Customer's CPE.

3. Caller ID Blocking

A calling party may block the passage of his/her telephone number, associated main listed name and voiceback of calling identification information to users or subscribers to Optional Central Office Services which utilize Signaling System 7 (SS7) technology. Blocking will also prevent call completion through the use of Return Call (*69) Service. Customers have two blocking options as follows:

Per-Call Blocking - To activate per-call blocking, a Customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per-call blocking, and it is provided on an unlimited basis. Per-call blocking is available to all Customers in the Company's serving territory, or

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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)**6.1 Business Line and Terminal Features, (Cont'd.)****6.1.2 Description of Features, (Cont'd.)****F. Caller ID, (Cont'd.)****3. Caller ID Blocking**

Per-Line Blocking - Per-Line Blocking must be added to a Customer's line by contacting the Telephone Company's business office and having a service order issued. All calls are automatically blocked when a Customer subscribes to Per-Line Blocking unless the blocking feature is deactivated. If a Customer subscribes to Per-Line Blocking, he/she can deactivate blocking by dialing a special code prior to placing a call. Blocking will be deactivated for that outgoing call only. As facilities permit, a Per-Line Blocking Customer will be provided with a separate code to deactivate blocking, which is different from the per call blocking code. Where this separate code is not available, the code for per-call blocking and the code to deactivate Per-Line Blocking will be the same. Per-Line Blocking is available to all customers in the Company's serving territory. Per-Line Blocking is provided without charge, except as discussed below.

Per-Line Blocking will be available to all Customers, free of charge, in the Company's serving area and can only be added or removed from a Customer's line by placing a service order with the Company. Initial requests for Per-Line Blocking will be provided at no charge. Subsequent requests for Per-Line Blocking for the same Customer and telephone number at the same address may be charged the applicable nonrecurring charge(s). This non-recurring charge will be waived for customers of the Company who are victims of domestic violence, the staffs of domestic violence programs and agencies, and emergency services personnel, while performing their jobs.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.1 Business Line and Terminal Features, (Cont'd.)

6.1.2 Description of Features, (Cont'd.)

F. Caller ID, (Cont'd.)

3. Caller ID Blocking

Customers who use either per-call blocking or line blocking may be unable to complete calls to Caller ID subscribers who have activated the *Anonymous Call Rejection feature (ACR) of Caller ID services*. If a Customer using blocking calls a Caller ID subscriber who has activated Anonymous Call Rejection, he/she will hear an announcement that the Caller ID subscriber is not accepting blocked calls. There are several ways to complete a call to a Caller ID subscriber who has activated Anonymous Call Rejection: (1) place the call through an operator; (2) place the call on the Company's network using a Company's telephone calling card; or (3) place the call without blocking. Options (1) and (2) involve charges in addition to the cost of the call. However, the live operator surcharge will be waived for the Company's Customers who are victims of domestic violence, the staffs of domestic violence program agencies and emergency service personnel, while in the performance of their jobs. If the operator surcharge cannot be waived when the call is being placed, the Company will, upon notification, credit the live operator surcharge to the aforementioned party's telephone bill. Furthermore, should alternative methods become available in the future which permit the aforementioned to access the ACR party without revealing the caller's telephone number, the Company will waive any additional charges associated with such alternative methods. Blocked calls routed to the Anonymous Call Rejection (ACR) announcement will not be rated as completed calls.

Caller ID blocking will not prevent the delivery of telephone numbers to 911 emergency service providers. Caller ID blocking currently will not work for callers who place calls to 8xx, 900, and/or other information and message services carrying a specific charge billed to a caller by a local telephone company.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.1 Business Line and Terminal Features, (Cont'd.)

6.1.2 Description of Features, (Cont'd.)

G. Continuous Redial

The Continuous Redial feature allows a Customer to automatically redial the last number dialed. This is accomplished by the Customer activating a code. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then redials the call for the Customer.

The Continuous Redial feature also allows Customers, having reached a busy number, to dial a code before hanging up. The Continuous Redial feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the call is automatically redialed and the Customer is notified of the connected call via a distinctive ring.

H. Distinctive Ringing

If the user has subscribed to additional telephone numbers (maximum of two), incoming calls may be distinguished via a unique ring.

I. Last Call Return

Allows the Customer to automatically place a call to the last number that called them by dialing a specific code. Once connected, the Customer will hear the ringing of this caller's line as if he/she dialed the caller directly.

J. Priority Call

Allows Customer to program a predetermined set of telephone numbers (depending on the specific switch on which the Customer is provisioned) to be identified by a special ring/call waiting tone.

K. Remote Access to Call Forwarding

Allows a Customer to access their call forwarding feature functionality from a remote location. Customers may change their forward to number from any number within the PSTN.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.1 Business Line and Terminal Features, (Cont'd.)

6.1.2 Description of Features, (Cont'd.)

L. Remote Call Forwarding

Remote Call Forwarding allows a Customer the ability to purchase additional Directory Numbers and to have calls to those telephone numbers forwarded on a permanent basis to a designated telephone number.

1. Conditions

- a. The telephone number to which calls are forwarded is user-defined.
- b. Changes to this number are made via a service order.
- c. Customers can request additional paths for Remote Call Forwarding service.
- d. A flat-rated monthly recurring charge applies for each main Remote Call Forwarding Directory Number and for each additional path ordered.
- e. If the telephone number from which calls are forwarded and the telephone number to which calls are forwarded is a toll call, Customers will be charged the appropriate toll charges for each call made to the originating telephone number.

M. Selective Call Forwarding

Selective Call Forwarding allows a Customer to specify a special list of telephone numbers. Incoming calls placed to the Customer from telephone numbers on that list will automatically be forwarded to a predefined telephone number. All other calls will be handled normally.

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Senior Vice President Regulatory
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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)**6.1 Business Line and Terminal Features, (Cont'd.)****6.1.2 Description of Features, (Cont'd.)****N. Selective Call Rejection**

Selective Call Rejection enables a Customer to reject call attempts from Customer specified numbers by dialing a code and the telephone numbers of calls to be rejected. Any call attempts to the Customer from these numbers will be prevented from terminating to the Customer and will instead be connected to an announcement informing the caller that the call is not presently being accepted by the called party. A Customer may also reject future calls from the directory number of the most recent call received by dialing a code after completing the call.

O. Speed Calling

This feature allows a user to dial selected numbers using one or two digits. Up to eight numbers (single digit, or thirty numbers with two digits) can be selected.

P. Three-way Calling

The Three-way Calling feature allows a Customer to add a third party to an existing two-way call and form a 3-way call. The Call Hold feature allows a Customer to put any in-progress call on hold by flashing the switchhook and dialing a code. This frees the line to allow the Customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the original call.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.1 Business Line and Terminal Features, (Cont'd.)

6.1.3 Rates and Charges

A. Recurring and Nonrecurring Charges

1. Standard Voice Service Options – Available at no additional charge on line and terminal voice services.

Feature

Calling Number Delivery
Caller ID Blocking – Per Line
Hunting (See Section 6.14)
Blocking (See Section 6.7)

2. Select Feature Package – Available at no additional charge to Customers purchasing lines/terminals as part of an integrated service bundle as described in Section 5. Customer may select any combination of the following features.

Feature

Three-way Calling
Call Forwarding (Busy)
Call Forwarding (Don't Answer)
Call Forwarding (Variable)
Call Waiting
8/10 Number Speed Calling
30 Number Speed Calling
Call Transfer (for Lines)
Calling Name & Number Delivery
Call Hold
Anonymous Call Rejection

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.1 Business Line and Terminal Features, (Cont'd.)

6.1.3 Rates and Charges, (Cont'd.)

A. Recurring and Nonrecurring Charges, (Cont'd.)

3. Premium Feature Package – Available at \$7.50/line Monthly Recurring Charge to Customers purchasing lines or terminals. Customer may select any combination of the following features.

Feature

- All Features included in the Select Feature Package above
- Remote Access to Call Forwarding
- Distinctive Ringing
- Continuous Redial
- Selective Call Forwarding
- Selective Call Rejection
- Priority Call
- Last Call Return

4. Remote Call Forwarding - All LATAs

<u>Feature</u>	<u>Recurring Charges</u>	<u>Nonrecurring Charges</u>
Remote Call Forwarding – Initial Path	\$12.00	\$0.00
Remote Call Forwarding – Addl Path	\$12.00	\$0.00

B. Connection Charges

Connection charges may apply when a Customer requests connection to one or more Custom Calling/CLASS features. Orders requested for the same Customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same Customer account at the same premise.

C. Trial Period

The Company may elect to offer a free or reduced rate trial of any new Custom Calling/CLASS feature(s) to prospective Customers within 90 days of the establishment of the new feature.

Issued Date: April 22, 2010

Effective Date:

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Senior Vice President Regulatory
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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)**6.2 Service and Promotional Trials****6.2.1 General**

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential Customer to a service not previously subscribed to by the Customer.

6.2.2 Regulations

- A. Appropriate notification of the Trial will be made to all eligible Customers and to the Board. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
- B. During a Service Trial, the service(s) is provided automatically to all eligible Customers, except those Customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A Customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, Customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.
- C. During a Promotional Trial, the service is provided to all eligible Customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A Customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, Customers that do not contact the Company will be disconnected from the service.
- D. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per Customer, per premises.
- E. The Company retains the right to limit the size and scope of a Promotional Trial.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.3 Busy Verification, Interrupt and Customer Originated Trace Services

6.3.1 General

Upon request of a calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption.

Customer Originated Trace allows a Customer to originate a trace to track harassing callers that they otherwise cannot identify via Caller ID. The feature "marks" the calling records in the Company's switch so that if and when they are requested by law enforcement the Company can easily identify the call within the call records. The Company will not release caller identification records directly to the Customer. This information will only be released to law enforcement at their request.

6.3.2 Rate Application

A. A Verification Charge will apply when:

1. The operator verifies that the line is busy with a call in progress, or
2. The operator verifies that the line is available for incoming calls.

B. Both a Verification Charge and an Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the Customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.

C. No charge will apply when the calling party advises that the call is from an official public emergency agency.

6.3.3 Rates and Charges

Verification Charge, each call	\$2.00
Interrupt Charge, each call	\$3.40
Customer Originated Trace, each traced call	\$2.00

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Rochelle Jones
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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)**6.4 Directory Assistance Service****6.4.1 General**

A Customer may obtain assistance, for a charge, in determining a telephone number within the local calling area by dialing Directory Assistance Service. A Customer may obtain directory listing information for any location within the United States by dialing 411 or 1 + (area code) + 555-1212. A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired. A maximum of two number requests is allowed per call.

6.4.2 Regulations

- A. A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:
1. Calls from coin telephones, including COCOTS.
 2. Requests for telephone numbers of non-published service.
 3. Requests in which the Directory Assistance operator provides an incorrect number. The Customer must inform the Company of the error in order to receive credit.
 4. Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory. Individuals must be certified in accordance with the terms outlined under "Handicapped Person" in Section 1 of this Tariff, up to a maximum of 50 requests per month.
 5. Calls from Hospitals.
- B. The first three (3) calls each month, per service location, for requests to Directory Assistance will not be charged. Thereafter the rate per call is as listed below. There are no billing exemptions or allowances for National Directory Assistance requests.
- C. Where the Customer places a call to Directory Assistance via an operator or has Directory Assistance charges billed to a calling card or a telephone number other than the originating number, charges will apply as specified in Section 6.5 below.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.4 Directory Assistance Service, (Cont'd.)

6.4.3 Directory Assistance Call Completion

The charges as shown below apply for each request made to the Directory Assistance Operator in which the operator completes the call to the desired number, and are in addition to the charge for Directory Assistance. Only local calls can be completed automatically by using Directory Assistance Call Completion. If the Customer elects to have an intraLATA toll call completed by the Local Directory Assistance operator, the Company's standard intraLATA toll per minute charges will apply.

6.4.4 Rates and Charges (Per Call)

	<u>Per Call</u>
Directory Assistance, per Query	\$1.25
National Directory Assistance, per Query	\$1.50
Call Completion	
Charge Per Call Completed	\$1.25

Issued Date: April 22, 2010

Effective Date:

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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.5 Local Operator Service

6.5.1 General

Local and intraLATA toll calls may be completed or billed with the live or mechanical assistance of the Company's operator center. Calls may be billed collect to the called party, to an authorized third party number, to the originating line, or to a valid authorized calling card. Local and intraLATA toll calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local and intraLATA operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call, as indicated below.

6.5.2 Rates and Charges

	<u>Per Call</u>
Customer Dialed Calling Card	\$0.75
Operator Dialed Calling Card	\$2.75
Person-to-Person	\$4.50
Third Number Billed	\$2.75
Collect Call	\$2.50
All Other Operator Assistance	\$2.75

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)**6.6 Voice Mail Service****6.6.1 General**

Voice Mail Service (VMS) provides the Customer with the capability to receive, send, store and retrieve voice messages over the telephone network. VMS is offered where Simplified Message Desk Interface II (SMDI II) and VMS facilities are available.

The basic component of VMS is the mailbox that provides for receipt and storage of messages. VMS is accessed via a touch-tone telephone or similar Dual Tone Multifrequency (DTMF) device and requires the input of a passcode.

VMS is comprised of tiered levels of applications in packages with one or more optional features available. The Customer must access Voice Mail through the use of other network access service provided by the Company or other telecommunications common carriers. Such access, including applicable local usage and toll charges, is the responsibility of the Voice Mail Service Customer.

6.6.2 Business VMS Offerings

Basic Mailbox - provides the Customer with Call Answering and Messaging and Busy Greeting abilities. A Basic Mailbox may receive twenty-five (25) messages in a billing period for the flat fee, messages over the allowance will be charged an additional per-message charge. Features include Delivery Options and 5 Group Lists. The VMS mailbox holds 15 messages, with a 15 day retention period, a Greeting length of 2 minutes and the ability to receive messages of 2 minutes duration. Call Forward Busy (CFB), Call Forward Don't Answer (CFDA) and Message Waiting Indicator (MWI) are included.

Enhanced Mailbox - provides the Customer with Call Answering and Messaging, Busy Greeting, Reminder and Future Delivery abilities. Features include Delivery Options, 15 Group Lists and Extended Absence Greeting. An Enhanced mailbox may receive 50 messages in a billing period for the flat fee, messages over the allowance will be charged a per message charge. The VMS mailbox holds 60 messages, with a 45 day retention period, a Greeting length of 5 minutes and the ability to receive messages of 5 minutes duration. Call Forward Busy (CFB), Call Forward Don't Answer (CFDA) and Message Waiting Indicator (MWI) are included.

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.6 Voice Mail Service, (Cont'd.)

6.6.2 Business VMS Offerings, (Cont'd.)

Deluxe Mailbox - provides the Customer with Call Answering and Messaging, Busy Greeting, expanded Reminder, and Future Delivery abilities. Features include Delivery Options, 15 Group Lists, Extended Absence Greeting and Revert to Operator. A business stand-alone Deluxe Mailbox may receive 73 messages in a billing period for the flat fee, messages over the allowance will be charged an additional per message charge. The VMS mailbox allows up to 73 messages, with a 45-day retention period and a Greeting length of 5 minutes. Message may be up to 5 minutes duration per message. Call Forward Busy (CFB), Call Forward Don't Answer (CFDA) and Message Waiting Indicator (MWI) are included.

6.6.3 Other Services

Pager Notification - allows you to assign a pager number that will be called when a message is received in your mailbox. This feature is only programmable by TWTC and pager out-dial numbers are limited to 800 numbers only.

Tree – A menu option that allows incoming callers to select from a menu of pre-selected one digit options and be routed to that option.

Auto Receptionist – voice mail application frequently used as an automated versus a live receptionist who directs the caller to enter the extension number they are calling and be transferred. Most often used to direct overflow traffic coming in to the receptionist.

Sub Mailboxes – personal mailboxes grouped under a master mailbox.

Greeting Only (5 minutes) – Provides the caller with a notice/greeting only. The length of the greeting can be up to 5 minutes. The caller cannot leave a message.

Greeting Only (10 minutes) – Provides the caller with a notice/greeting only. The length of the greeting can be up to 10 minutes. The caller cannot leave a message.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.6 Voice Mail Service, (Cont'd.)

6.6.3 Other Services, (Cont'd.)

“Virtual” options on the above products are also supported. These do not require the provisioning of a physical line in order to be supported. These include:

- Virtual Auto Receptionist/ Auto Attendant
- Virtual Basic Mailbox
- Virtual Deluxe Mailbox
- Virtual Enhanced Mailbox
- Virtual Greeting Only (5 minutes)
- Virtual Greeting Only (10 minutes)
- Virtual Tree
- Virtual Pager Notification

6.6.4 Recurring and Nonrecurring Charges

A. All LATA's where available

Service is offered on a month to month basis.

Per Individual Mailbox (up to 100 Mail Addresses):

	<u>Monthly Recurring</u>	<u>Nonrecurring</u>
	<u>Charge</u>	<u>Charge</u>
Basic Mailbox	\$6.95	\$22.00
Enhanced Mailbox	\$8.95	\$22.00
Deluxe Mailbox	\$10.95	\$22.00

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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.7 Blocking Service

6.7.1 General

Blocking service is a feature that permits Customers to restrict access from their telephone line to various discretionary services. The following options are available to business Customers. One, all or any combination may be selected.

- A. Call Blocking (900, 971, 974, 976 & 700 NPA) - allows the Customer to block all calls beginning with the NPA of 900, 971, 974, 976 and 700 (i.e. 900-XXX-XXXX) from being placed.
- B. Toll Restriction (1+ and 0+ Blocking) - provides the Customer with a method of denying access to some or all of the toll network and operator services. Toll Restriction will not block the following types of calls: 911(Emergency) and 1 + 800 (Toll Free) calls.

The following options are available with Toll Restriction. One, all, or any combination may be selected:

1. "0+" restricts access to 0+ calls through the operator (IntraLATA, InterLATA, and International).
 2. "1+" restricts access to 1+ calls (IntraLATA, InterLATA, and International).
 3. "IntraLATA 0+/1+" restricts access to IntraLATA 0+/1+ calls only.
 4. "InterLATA 0+/1+" restricts access to InterLATA 0+/1+ calls only.
 5. "01" restricts access to operator assisted international calls only.
 6. "011" restricts access to international direct dialed calls only.
 7. "411" restricts calls to 411 directory assistance.
 8. "555" restricts calls to NXX-555-1212 directory assistance.
- C. Bill Restriction - provides the Customer with a method of denying all third number billed and/or collect calls to a specific telephone number provided the transmitting operator checks the validation data base.

One or both the following blocking options are available:

1. Third Number Billed
2. Collect Call

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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.7 Blocking Service, (Cont'd.)

6.7.2 Regulations

- A. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- B. Blocking Service is available where equipment and facilities permit.
- C. Blocking Service can only be removed pursuant to a written request by the Customer of record, or by the Customer of record providing the correct password over the telephone, or by a request made in person by such Customer. The Customer of record can provide a personal password to be used in order to change blocking options via telephone.

6.7.3 Rates and Charges

- A. Pricing for Blocking Service for a business Customer with more than 200 lines will be based on the costs incurred by the Company to provide the service on an ICB Basis.
- B. Recurring and Nonrecurring Charges

All LATAs

	<u>Monthly Recurring</u>	<u>Nonrecurring</u>
	<u>Charge</u>	<u>Charge</u>
Call Blocking:	\$0.00	\$0.00
Toll Restriction:	\$0.00	\$0.00
Bill Restriction:	\$0.00	\$0.00

Issued Date: April 22, 2010

Effective Date:

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Senior Vice President Regulatory
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Littleton, CO 80124

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6.8 Listings

6.8.1 General

The Company does not own or control directory publishing in the service area, but does offer Customers listings in local directories through external agreements. No liability of any nature whatsoever shall attach to the Company or to any other common carrier that furnishes any portion of the Company's service for damages arising from errors, mistakes, omissions or delays of the Company or its agents or employees in handling directory listings or listings in any directory assistance database.

The following rules apply to standard listings in lightface type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records.

Only information necessary to identify the Customer is included in these listings. Abbreviations may be used. A listing may be rejected if it is judged to be advertising or judged to be objectionable. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service will not be accepted as a listing unless the Customer is legally doing business under that name.

A name may be repeated in the white pages only when a different address or telephone number is used.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

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6.8 Listings, (Cont'd.)

6.8.2 Composition of Listings

A. Name

1. Business Service

The following names may be included in business service listings:

- a. The name of Customer or joint user.
- b. The name of each business enterprise which the Customer or joint user conducts.
- c. The name by which the business of a Customer or joint user is known to the public. Only one such name representing the same general line of business will be accepted.
- d. The name of any person, firm or organization which the Customer or joint user is authorized to represent, or the name of an authorized representative of the Customer or joint user.
- e. Alternative spelling of an individual name or alternative arrangement of a business name, provided the listing is not for advertising purposes.
- f. The name of a publication issued periodically by the Customer or joint user.
- g. The name of an inactive business organization in a cross-reference listing when authorized by such business or organization.
- h. The name of a member of Customer's domestic establishment when business service is furnished in the Customer's residence.
- i. The name of a corporation which is the parent or a subsidiary of the Customer.
- j. The name of a resident of a hotel, apartment house, boarding house or club which is furnished PBX service, may be included in a residence type listing with the telephone number of the PBX service.
- k. The name of the Customer to a sharing arrangement.

Issued Date: April 22, 2010

Effective Date:

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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)**6.8 Listings, (Cont'd.)****6.8.2 Composition of Listings, (Cont'd.)****B. Designation**

The purpose of a business designation is to identify the listed party and not to advertise the business. No designation of the nature of the business is included if this is sufficiently indicated by the name. Where a listed party is engaged in more than one general line of business, one additional business designation may be included in the listing when necessary to identify the listed party. When a listed party has two or more listed telephone numbers or two or more business addresses, designations indicating the branches of the organization may be included where necessary to assist the public in calling.

A designation may include a title to indicate a listed party's official position, but not the name of the firm or corporation with which the individual is connected. Individual names or titles are not shown following the name of a firm or corporation.

A term such as "renting agent" may be included in a listing indented under the name of a building, provided the agent maintains a renting office in such a building.

A designation is not ordinarily provided in a residence type listing except for residential service as permitted under the terms of this tariff. A professional designation is permitted on residence service in the case of a physician, surgeon, dentist, osteopath, chiropractor, podiatrist, optometrist, chiropractor, physiotherapist, Christian Science practitioner, veterinary surgeon, registered nurse or licensed practical nurse, provided that the same name and designation is also listed on business service of that subscriber or another Customer in the same or different directory.

The listing of service in the residence of a clergyman may include the designation "parsonage," "rectory," "parish house," or "manse," and any such listing may be indented under a listing in the name of the church.

The Company, at its own discretion, may require the Customer to provide official documentation, such as a state issued business license, to support their requested name, address and/or telephone number when the Company believes the Customer is attempting to secure preferential directory listings.

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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)**6.8 Listings, (Cont'd.)****6.8.2 Composition of Listings, (Cont'd.)****C. Address**

Each residence or non-profit listing, may, but does not have to include the street address where the telephone service is provided. Other information, such as a building name or a locality designation, may be included to help identify the Customer.

D. Telephone Number

Each listing may include only one telephone number, except in an alternate telephone number listing where each number listed is considered a line for rate purposes.

A listing may include only the telephone number of the first line of a PBX system or incoming service group, except that a trunk not included in the incoming service group of a PBX system, or the first trunk of a separate incoming service group of a PBX system may be listed to meet special conditions where a corporation and its subsidiaries use the same PBX system.

6.8.3 Types of Listings**A. Main Listing:**

1. **Main Standard Listing** - A Main Standard Listing includes a name, designation, address and telephone number of the Customer. It appears in the White Pages of the telephone directory and in Directory Assistance records. The designation in the listing will be provided according to the rules in paragraph 6.8.2.B above.
2. **Additional Main Listing** - Customers may arrange for an additional main listing. An additional main listing is a Main Standard Listing providing for a non-hunting extra-line or for the first line of each multi-line hunt group.
3. **CD-ROM White Pages listing** - Customers may purchase a CD-ROM version of the white pages listing.

Issued Date: April 22, 2010

Effective Date:

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6.8 Listings, (Cont'd.)

6.8.3 Types of Listings, (Cont'd.)

B. Premium Listings

1. Additional Listings

Customers may arrange for additional listings, similar to the Main Standard Listing, at the additional listing rate. Listings may include abbreviated names, names which are commonly spelled several ways, rearrangements of names and nicknames by which the Customer is commonly known. All names will be included in their proper alphabetical order. If the above additional listing does not readily identify the Customer, it shall be necessary to include a line of information stating "same as" or "see" and a reference to the name contained in the main listing at the Extra Listing Line Rate. Listings will not be accepted for the purpose of securing preferential publicity or position.

2. Extra Listing Lines

Lines of information acceptable to the Company may be arranged at the rate shown in the schedule to appear in addition to a main listing for the purpose of facilitating use of the service.

3. Alternate Call Listings

Any listed party who has made the necessary arrangements for receiving telephone calls during his or her absence may have an alternate telephone number listing or a night listing. Such listing may be furnished as an indented listing or as a sub-caption.

The telephone number in such a listing may be that of another service furnished to the same Customer, or of one of the Customer's PBX trunks not included in the incoming service group, or of a service furnished to a different Customer.

Issued Date: April 22, 2010

Effective Date:

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Senior Vice President Regulatory
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6.8 Listings, (Cont'd.)

6.8.3 Types of Listings, (Cont'd.)

B. Premium Listings, (Cont'd.)

4. Alternate User Listing

An Alternate User Listing may be furnished when it is necessary to refer the directory user to an alternate listing when there are joint users of the same telephone number.

5. Cross Reference Listings

A Cross Reference Listing may be furnished in the same alphabetical group with the related listing when it is necessary to refer to the directory user to another directory listing.

6. Suite Listing

A Suite Listing allows the Customer to add its office or suite number to a Main or Additional Main directory listing. A Suite Listing may not be purchased as a standalone listing.

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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.8 Listings, (Cont'd.)

6.8.4 Rates for Business Listings

There is a monthly recurring and a one time nonrecurring charge for premium business listings. This charge takes effect as soon as the listing is shown on the Directory Assistance Records.

There is a one-time nonrecurring charge for each request to move or change a listing. If the request is received after the directory publisher's deadline for such changes, an additional late charge will apply.

<u>Type of Listing</u>	<u>Monthly Recurring Charges</u>	<u>Nonrecurring Charges</u>
Main Standard Listing – Local	\$0.00	\$0.00
Main Standard Listing – Foreign	\$5.00	\$10.00
Additional Main Listings	\$5.00	\$10.00
CD-ROM White Pages Listing	ICB	ICB
Additional Listing	\$5.00	\$10.00
Extra Listing Lines	\$5.00	\$10.00
Alternate Call Listings	\$5.00	\$10.00
Alternate User Listings	\$5.00	\$10.00
Cross Reference Listings	\$5.00	\$10.00
Suite Listing	\$5.00	\$10.00
Move/Change Charge (per listing)	N/A	\$10.00
Late Charge (per listing)	N/A	\$25.00

No charge applies to a caption or subcaption except as provided.

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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.9 Non-Published Service

6.9.1 General

Non-published service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.

6.9.2 Regulations

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-published number only when the caller dials direct or verbally gives the operator the number. No exceptions will be made, even if the caller says it is an emergency.

When the Company requests an unlisted number, it is done without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to someone. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The Customer indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

6.9.3 Rates and Charges

There is a monthly charge for each non-published service.

There is a one-time nonrecurring charge for each request to move or change a listing. If the request is received after the directory publisher's deadline for such changes, an additional late charge will apply.

	<u>Monthly Recurring Charge</u>	<u>Nonrecurring Charge</u>
Non-Published Service	\$5.00	\$10.00
Move / Change Charge	N/A	\$10.00
Late Charge	N/A	\$25.00

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
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6.10 Non-Listed Service

6.10.1 General

Non-listed service means that the Customer's telephone number is not listed in the directory, but it does appear in the Company's Directory Assistance Records.

6.10.2 Regulations

This Service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Customer requests an unlisted number, it is done without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to someone. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-listed service.

The Customer indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

6.10.3 Rates and Charges

There is a monthly charge for each non-listed service.

There is a one-time nonrecurring charge for each request to move or change a listing. If the request is received after the directory publisher's deadline for such changes, an additional late charge will apply.

	<u>Monthly Recurring Charge</u>	<u>Nonrecurring Charge</u>
Non-Listed Service	\$5.00	\$10.00
Move / Change Charge (per listing)	N/A	\$10.00
Late Charge (per listing)	N/A	\$25.00

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
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Littleton, CO 80124

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6.11 Automatic Intercept Service (AIS)

6.11.1 General

Automatic Intercept Service (AIS) allows the caller to be referred, and where technically feasible, automatically connected to a subscriber's new telephone number after receiving the intercept message. This service is available to Customers that move within the Company's serving area.

6.11.2 Regulations

- A. These regulations, rates and charges are in addition to the regulations, rates and charges found elsewhere in the Company's applicable tariffs.
- B. AIS is available where facilities are available and conditions permit.
- C. The maximum service period for AIS is three (3) months for residence and business Customers. The service may be extended for an additional period by notifying the Company at least five business days prior to expiration of the initial service period.
- D. With AIS, the caller incurs normal usage charges for the call from the point of origination to the intercepted number; the AIS Customer incurs all applicable intraLATA toll charges between the intercepted number and the new number.
- E. Except with regard to the provision of AIS, the intercepted number is, in all respects, a disconnected service. Third number and collect calls cannot be billed to the intercepted number, and any Calling Card associated with the number is invalid.
- F. Charges will be credited for completion of calls to wrong number, incomplete connections or calls with unsatisfactory transmission.
- G. Rates and Charges

	Monthly Recurring Charge
Initial 3 Month Service Period	\$0.00
Extended Service Period	ICB

Issued Date: April 22, 2010

Effective Date:

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6.12 Information Service Provider NXX Access

The Company provides access to Information Service Provider (ISP) NXXs provisioned by Verizon Pennsylvania Inc. The Company will bill the End User for ISP calls at rates designated by the ISP. See Section 6.7 for optional blocking service which will prohibit the completion and billing of unwanted ISP calls to a Customer service line.

6.13 Recorded Announcement Service

Recorded Announcement Service consists of facilities whereby telephone users may, by calling a particular central office designation and number, obtain recorded messages. Recorded Announcement Service, including the content of the recorded message, is furnished at the provider's option. Messages may be withdrawn at any time.

Charges Applicable to Calling Parties

6.13.1 Rates and Charges

A. All LATAs

Each Completed Local Recorded Announcement Call - \$0.80

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
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6.14 Hunting

6.14.1 Series Completion Hunting (Regular and Circular)

This feature allows individual Directory Numbers (DN) to "series complete" to another DN when the original DN is busy. The Customer provides a list of the lines which will have this feature and the order in which they will hunt. Only 10 stations will be allowed in a series completion. The last DN can point to the first DN in the list to provide circular hunting.

A. Regular Series Completion

Any of the numbers in the series can be called. If the called number is busy, the switch will hunt to the next in line. The hunting will always stop at the last number in the group.

B. Circular Series Completion

Any number in the series can be called. If the called number is busy, the switch will hunt to the next in line. The hunting will stop when the number preceding the called number is reached.

6.14.2 Rates and Charges

A. All LATAs

<u>Service</u>	<u>Monthly Recurring Charge</u>	<u>Nonrecurring Charge</u>
Series Completion Hunting - Circular	\$0.00	\$0.00
Series Completion Hunting - Regular	\$0.00	\$0.00

Issued Date: April 22, 2010

Effective Date:

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6.14 Hunting, (Cont'd.)

6.14.3 Multi-Line Hunting

There are three types of Multi-Line Hunting (MLHG) available: Regular, Circular, and Universal Call Distribution (UCD).

- A. Regular: Hunting starts with the dialed DN and ends with last member of the hunt group.
- B. Circular: Hunting starts with the dialed DN and ends with the terminal prior to the called DN.
- C. Universal Call Distribution: When the main MLHG is called, the calls are distributed to the most idle member of the hunt group. If a terminal DN is dialed, circular hunting is used.

1. All LATAs

<u>Service</u>	<u>Monthly Recurring Charge</u>	<u>Nonrecurring Charge</u>
Multi-Line Hunting - Circular	\$0.00	\$0.00
Multi-Line Hunting - Regular	\$0.00	\$0.00
Multi-Line Hunting - Universal Call Distribution	\$0.00	\$0.00

Issued Date: April 22, 2010

Effective Date:

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6.15 Emergency Reroute Service

6.15.1 Description of Service

Emergency Reroute Service allows a Customer to request the temporary forwarding of a telephone number to an alternate location number designated by the Customer. Emergency Reroute Service is for situations where the Customer requires incoming calls to be rerouted immediately, and on a temporary basis. Emergency Reroute Service is available on a limited basis for line and trunk products.

The Customer may forward up to three numbers per request. Request to forward additional numbers will be addressed on an individual case basis. An emergency reroute will remain in place for no more than 30 days from the date initiated.

The Customer is responsible for all measured or message usage or toll charges incurred in the rerouting of calls.

The Company is entitled to rely upon instructions given by telephone from a person representing himself or herself to be an authorized representative of the Customer without further verification so long as the Company has no reason to believe that such person lacks proper authority.

The Company's liability with respect to a claim or suit by a Customer, or any third party, for damages associated with Emergency Reroute Service, including, but not limited to the installation, provision, performance or non-performance of Emergency Reroute Service, shall not exceed an amount equal to the proportionate charge for Emergency Reroute Service, shall not exceed an amount equal to the proportionate charge for Emergency Reroute Service for the period during which the service was affected.

6.15.2 Rates and Charges

	<u>Per Reroute Occurrence/Per Telephone Number</u>
Nonrecurring Charge:	\$250.00

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
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6.16 Automatic Reroute Service

Automatic Reroute Service automatically reroutes incoming calls associated with a specific trunk group to a predetermined alternate telephone number when the primary location experiences an out-of-service condition such as a result of a power outage or a wire cut that isolates the primary location from the Company. Automatic Reroute Service is available for trunk products.

The Customer may establish call paths in multiples of six (6) call paths. The number of call paths determines how many simultaneous calls will be rerouted. The number of call paths selected may not exceed the number of trunks and/or channels associated with the trunk group and should be sized correctly based on the trunks and/or channels of the terminating location. Features may not work in conjunction with this service, such as Calling Name and Number Delivery.

The Customer is responsible for all measured or message usage or toll charges incurred in the rerouting of calls.

The Company's liability with respect to a claim or suit by a Customer, or any third party, for damages associated with Automatic Reroute Service, including but not limited to the installation, provision performance or non-performance of Automatic Reroute Service, shall not exceed an amount equal to the proportionate charge for Automatic Reroute Service for the period during which the service was affected.

6.16.1 Rates and Charges

	Per Trunk Group	
	Nonrecurring Charges	Monthly Recurring Charges
6 Call Paths	\$100.00	\$10.00
12 Call Paths	\$100.00	\$20.00
18 Call Paths	\$100.00	\$30.00
24 Call Paths	\$100.00	\$40.00

 Issued Date: April 22, 2010

Effective Date:

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6.17 Individual Telephone Numbers

6.17.1. Description of Service

Customers may purchase individual telephone numbers for use with Inward and Two-Way Trunks. The first telephone number per trunk group is provided at no charge.

The Company will consider requests for large quantities of numbers on an individual case basis.

6.17.2. Rates and Charges

All LATAs

Current Rate

	<u>Monthly Recurring Charge</u>	<u>Nonrecurring Charge</u>
Per Number	\$0.15	\$0.35

Issued Date: April 22, 2010

Effective Date:

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6.18 Digital Trunk and PRI Features

The following features may be used with the Company's stand-alone product and integrated products with Digital Trunk and PRI. Features are available as equipment and facilities permit.

6.18.1 Calling Number Delivery

This feature allows the Customer to receive the calling party's number on its station equipment. The Customer is responsible for providing the CPE required for this feature.

	<u>Monthly Recurring Charges</u>	<u>Nonrecurring Charges</u>
With Digital Trunk Service as part of an integrated product	Not Available	Not Available
With PRI Service as part of an integrated product	\$0.00	\$0.00

6.18.2 Calling Name and Number Delivery

Requires suitably equipped ISDN switching and terminal equipment and allows the network to pass Calling Name information (along with the calling line identification) between multiple groups within a PRI Serving Arrangement.

	<u>Monthly Recurring Charges</u>	<u>Nonrecurring Charges</u>
With Digital Trunk Service as part of an integrated product	Not Available	Not Available
With PRI Service as part of an integrated product	\$50.00	\$0.00

 Issued Date: April 22, 2010

Effective Date:

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6.18 Digital Trunk and PRI Features, (Cont'd.)

6.18.3 Calling Name and Number Transmission

This feature allows the Customer to send the calling name and number to the called party's station equipment. The Customer can restrict transmission through the use of Caller ID Blocking Service as described in Section 6.1.2.F.

Blocked Calling Number information will be delivered to certain qualifying Customers as described in FCC Memorandum Opinion and Order, CC Docket No. 91-281, adopted January 4, 2002. Such Customers must certify to the Company their compliance with the waiver order's eligibility requirements.

	<u>Monthly Recurring Charges</u>	<u>Nonrecurring Charges</u>
With Digital Trunk Service as part of an integrated product	\$0.00	\$0.00
With PRI Service as part of an integrated product	\$0.00	\$0.00

6.18.4 E911 CPN Management

This feature allows a Customer to send its calling number to the E911 dispatcher or PSAP during an emergency call.

	<u>Monthly Recurring Charges</u>	<u>Nonrecurring Charges</u>
With Digital Trunk Service	Not Available	Not Available
With PRI Service as part of an integrated product	ICB	ICB

6.18.5 CARE CPN Management

Using this feature, the Company will transmit the Customer's billing telephone number to the Customer's long distance provider. Requests to transmit individual number or CPN information will be handled on an individual case basis.

	<u>Monthly Recurring Charges</u>	<u>Nonrecurring Charges</u>
With Digital Trunk Service	Not Available	Not Available
With PRI Service as part of an integrated product	ICB	ICB

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.18 Digital Trunk and PRI Features, (Cont'd.)

6.18.6 Additional Trunk Groups

This feature allows the Customer to separate a facility into two or more trunk groups.

	<u>Monthly Recurring Charges</u>	<u>Nonrecurring Charges</u>
With Digital Trunk Service as part of an integrated product		
Up to 3 trunk groups	\$0.00	\$0.00
More than 3 trunk groups, per trunk group	\$50.00	\$50.00
With PRI Service as part of an integrated product		
Up to 3 trunk groups	\$0.00	\$0.00
More than 3 trunk groups, per trunk group	\$50.00	\$50.00

6.18.7 Call by Call

This feature allows the Customer to set inbound and outbound call thresholds on two-way PRIs so as to prevent call blockage in either direction

	<u>Monthly Recurring Charges</u>	<u>Nonrecurring Charges</u>
With Digital Trunk Service	Not Available	Not Available
With PRI Service as part of an integrated product	\$0.00	\$0.00

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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.18 Digital Trunk and PRI Features, (Cont'd.)

6.18.8 Two-B Channel Transfer (TBCT)

This feature, applicable to two-way PRI service, allows the Customer to receive a call on one B channel and transfer it to an external number using a second B channel. Upon transfer, both B channels are released.

	Monthly Recurring <u>Charges</u>	Nonrecurring <u>Charges</u>
With Digital Trunk Service	Not Available	Not Available
With PRI Service as part of an integrated product	ICB	ICB

6.18.9 Call Transfer on Trunks

This feature is available with two-way trunk service. It allows the Customer to receive a call on one trunk and transfer it to an external number using a second trunk. Upon transfer, both trunks release. This service may not be used for more than 20% of the Customer's traffic.

	Monthly Recurring <u>Charges</u>	Nonrecurring <u>Charges</u>
With Digital Trunk Service, as part of an integrated service	ICB	ICB
With PRI Service	Not Available	Not Available

6.18.10 Blocking Service - See Section 6.7 for details.

6.18.11 Dialed Number Identification Service (DNIS)

ISDN PRI feature that delivers dialed number, including 8xx numbers, to Customer's PBX or other equipment.

	Monthly Recurring <u>Charges</u>	Nonrecurring <u>Charges</u>
With Digital Trunk Service	Not Available	Not Available
With PRI Service Per Trunk	\$5.00	\$0.00

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
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Littleton, CO 80124

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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.18 Digital Trunk and PRI Features, (Cont'd.)

6.18.12 Additional Route Index

	<u>Monthly Recurring Charges</u>	<u>Nonrecurring Charges</u>
With Digital Trunk Service, as part of an integrated product		
Up to 3 route indexes per trunk group	\$0.00	\$0.00
More than 3 route indexes per trunk group, per route index	\$50.00	\$50.00
With PRI Service, as part of an integrated product		
Up to 3 route indexes per trunk group	\$0.00	\$0.00
More than 3 route indexes per trunk group, per route index	\$50.00	\$50.00

6.18.13 Redirecting Number on PRI

	<u>Monthly Recurring Charge</u>	<u>Nonrecurring Charges</u>
With Digital Trunk Service, as part of an integrated product		
Up to 3 route indexes per trunk group	\$0.00	\$0.00
More than 3 route indexes per trunk group, per route index	\$50.00	\$0.00
With PRI Service, as part of an integrated product		
Up to 3 route indexes per trunk group	\$0.00	\$0.00
More than 3 route indexes per trunk group, per route index	\$50.00	\$0.00

 Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

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6.18 Digital Trunk and PRI Features, (Cont'd.)

6.18.14 Redirected Dialed Number Identification Service (RDNIS)

Allows the call record of a Customer who has redirected (i.e., forwarded) an incoming call to an alternate location to carry not only the originating calling number information, but also the calling number identification of the telephone number from which the call was forwarded.

Requires ISDN compatible equipment provided by the Customer.

	<u>Monthly Recurring Charge</u>	<u>Nonrecurring Charges</u>
With PRI Service, where technically feasible, per T1	\$50.00	\$0.00

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.19 N11 Dialing Service

N11 Dialing Service is a three-digit local dialing arrangement (excluding 411 and 911) available in specified service areas for the delivery of information and referral services via voice grade facilities as required by state and federal regulators.

The local calling area for the rate center of the N11 service subscriber will be the same as the Company's local calling area for that rate center. N11 Dialing Service will be provided as equipment and facilities permit. N11 service is limited to use by agencies approved by applicable federal and/or state regulators.

N11 Dialing Service is delivered via regular exchange access lines, e.g., individual business lines, trunks, etc. Service is furnished subject to the availability of the N11 number.

Access to N11 Dialing Service is not available to the following services:

- 1+ Toll Services
- 101XXXX
- Credit Card
- Third-Party Billed
- Collect Calls
- Inmate Service

Operator assisted calls to the N11 subscriber will not be completed.

The N11 subscriber may not directly or indirectly sell or transfer the N11 number to an unaffiliated entity.

Only one seven or 10-digit local number or one 10-digit toll free number may be used as the lead number per basic local calling area.

All requests for N11 Dialing Service must be submitted in writing to the Commission.

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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.19 N11 Dialing Service, (Cont'd.)

The N11 subscriber shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via the N11 number. If requested by Company, the N11 subscriber shall assist the Company in responding to complaints made to the Company concerning the subscriber's N11 service.

Though the use of these services is free of charge, Customers who subscribe to measured or message-rated service will incur standard local usage charges when accessing N11 Dialing Services.

In no event shall the Company be liable for any losses, damages or claims of any kind arising from the provision of N11 Dialing Service or any Customer's use of such service.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)**6.20 Toll Presubscription**

6.20.1 Toll Presubscription is a procedure whereby a Customer designates to the Telephone Company the IntraLATA and InterLATA Toll Providers, i.e., Interexchange Carriers (IXCs) which the customer wishes to be the carriers of choice for toll calls. Such calls are automatically directed to the designated carrier(s) without the need to use carrier access codes or additional dialing to direct the calls to the designated carrier. Toll presubscription does not prevent a customer, who has presubscribed to a toll carrier, from using carrier access codes or additional dialing to direct calls to an alternative toll carrier on a per call basis.

Each carrier will have one or more access codes assigned to it for various types of service. When an end user selects a carrier as its preferred IXC, only one access code of that carrier may be incorporated into the switching system of the Telephone Company permitting access to that carrier by the end user without dialing an access code. Should the same end user wish to use other services of the same carrier, it will be necessary for the end user to dial the necessary access code(s) to reach that carrier's other service(s).

An IXC must use Feature Group D (FGD) Switched Access Service to qualify as a presubscription toll provider unless prior arrangements have been made with or by the Telephone Company. IXCs must submit an Access Service Request (ASR) to the Telephone Company.

Selection of toll presubscription provider by an end user is subject to the terms and conditions following.

6.20.2. At the option of the IXCs, the nonrecurring charge for a change in toll presubscription, as provided herein, may be billed to the IXCs, instead of the end user. This may involve charges resulting from end-user initial free choice Preferred Interexchange Carrier (PIC), as specified in 6.20.3.A following.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
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PA11000

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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.20 Toll Presubscription, (Cont'd.)

6.20.3. Presubscription Charge Application

1. End user choices for toll presubscription:
 - Designating an intraLATA and interLATA IXC(s) as primary carrier(s) thereby requiring no access code to access those IXCs' service. End users are not required to choose the same IXC for intraLATA and interLATA toll presubscription. Other nonpresubscribed IXCs are accessed by dialing 10XXX, 101XXXX, or other required codes.
 - Choosing no carrier as a primary carrier thus requiring 10XXX or 101XXXX code dialing to access all IXCs.
2. If a new customer cannot decide upon presubscription IXCs, the Telephone Company may extend a 30-day period following completion of the initial service request to make a choice without charge. In the interim, the customer will be assigned as a 'No-PIC' and must dial an access code to make toll calls.
3. If an IXC elects to discontinue Feature Group, the IXC is obligated to contact, in writing, all end users who have selected the canceling IXC as their preferred toll provider. The IXC must inform the end users that it is canceling its Feature Group D Service, request that the end user select a new IXC, and state that the canceling IXC will pay the PIC change charge as provided herein. The IXC must provide written notification to the Telephone Company that this activity has taken place.

Following the IXC's discontinuance of service, the Telephone Company will bill the canceling IXC the change charge for each end user that is currently designated to the IXC at the time of discontinuance.

4. An unauthorized PIC change is a change in the presubscribed IXC that the end user denies authorizing. PIC disputes for end users are resolved through an investigative process.

If an unauthorized change in toll presubscription occurs, the IXC making the unauthorized change will be assessed a charge for unauthorized change in presubscription as provided at the end of this section. In addition, the IXC will be assessed the applicable charge for returning the end user to the preferred IXC.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
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PA11000

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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.20 Toll Presubscription, (Cont'd.)

6.20.4. End User Charge Discrepancy

A. When a discrepancy is determined regarding an end user's designation of a presubscription IXC, the following applies depending upon the situation described:

- A signed letter of authorization takes precedence over any order other than subsequent, direct customer contact with the Telephone Company.
- When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date/time determines customer choice.
- If an end user denies requesting a change in toll presubscription as submitted by an IXC, and the IXC is unable to produce a letter of authorization, signed by the end user, the IXC will be assessed all applicable change charges. The nonrecurring change charges are provided herein. The IXC will also be assessed the presubscription change charge as specified herein, which was previously billed to the end user.

B. Verification of Orders for Telemarketing

Neither the IXC or the Telephone Company shall submit a PIC change order generated by outbound telemarketing unless and until the order has first been confirmed in accordance with the F.C.C.'s current anti-slamming practices and procedures.

6.20.5. PIC Switchback Option-Business/Residence

PIC Switchback is an option under which no investigation activities are performed by the Telephone Company when an end user denies requesting a change in primary toll carrier submitted by the IXCs. The IXC participating in PIC Switchback will be billed the PIC Switchback Charge, and the presubscription change charge, as specified herein, to switch the end user to the end user's previous carrier.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

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SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.20 Toll Presubscription, (Cont'd.)

6.20.5. PIC Switchback Option-Business/Residence, (Cont'd.)

When the Telephone Company is contacted by an end user who denies requesting a change in primary toll carrier, the end user will be credited the charge assessed for the disputed change in carrier, and will be switched back to the previous IXC at no charge. If this service is made available by the Telephone Company, IXCs may subscribe to or cancel PIC Switchback Service on 30 days notice to the Telephone Company by submitting a written request. A letter of authorization from the IXC will not be requested or accepted at a later date in the event of dispute of the charges assessed under the PIC Switchback option.

This option in no way relieves an IXC of the F.C.C. requirements for verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or instituting steps to obtain verification of orders submitted to the Telephone Company.

In addition, the end user has the option of initiating a complaint to the F.C.C. or the Pennsylvania Public Utility Commission's Bureau of Consumer Services concerning unauthorized changes in toll presubscription.

6.4.6 Rates and Charges

	Per Line <u>Nonrecurring Charge</u>
Each Carrier Change (per line), assessed to Customer or IXC	\$5.00
Unauthorized Business Change (per line), assessed to IXC	\$35.65

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 7 - INTRALATA TOLL SERVICE

7.1 General

7.1.1 Description

IntraLATA toll service is furnished for telephone communication between telephones in different local calling areas within the originating LATA in accordance with the regulations and schedules of charges specified in this tariff. The toll service charges specified in this Section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this tariff.

IntraLATA toll calling includes the following types of calls: direct dialed, calling card, collect, third number billed, special toll billing, requests to notify of time and charges, person to person calling and other station to station calls.

7.1.2 Classes of Calls

Service is offered as two classes: station to station calling and person to person calling.

- A. Station to Station Service is that service where the person originating the call dials the telephone number desired or gives the Company operator the telephone number of the desired telephone station or system.
- B. Person to Person Service is that service where the person originating the call specifies to the Company operator a particular person to be reached, a particular mobile unit to be reached, or a particular station, department or office to be reached. The call remains a person to person call when, after the telephone, mobile telephone, or PBX system has been reached and while the connection remains established, the person originating the call requests or agrees to talk to any person other than the person specified, or to any other agreed upon alternate.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

PA11000

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SECTION 7 - INTRALATA TOLL SERVICE, (CONT'D.)

7.2 Timing of Calls

- 7.2.1 Unless otherwise indicated, calls are billed in six (6) second increments after an initial minimum call duration of eighteen (18) seconds and all calls which are fractions of a increment are rounded up to the next whole increment.
- 7.2.2 For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- 7.2.3 For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.
- 7.2.4 Call timing ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.
- 7.2.5 Calls originating in one time period as defined in Section 7.3 and terminating in another will be billed the rates in effect at the beginning of each minute.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

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SECTION 7 - INTRALATA TOLL SERVICE, (CONT'D.)

7.3 Time Periods Defined

Unless otherwise indicated in this tariff, the following time periods apply.

7.3.1 Rate periods except holidays

<u>Rate Period</u>	<u>From</u>	<u>Up to, but not including</u>	<u>Days</u>
Peak	8:00 AM	5:00 PM	Monday - Friday
Off-Peak	5:00 PM	11:00 PM	Monday - Friday
11:00 PM	8:00 AM		All Days
8:00 AM	11:00 PM		Saturday & Sunday

7.3.2 Holidays include Christmas, New Year's Day, Thanksgiving, Independence Day, and Labor Day.

7.3.3 All times refer to local time.

7.4 Call Charges

Calls are billed in six (6) second increments after an initial minimum call duration of eighteen (18) seconds. In addition, where live or automated operator assistance is required for call completion or billing, a per call service applies as specified in Section 6.4 and 6.5 of this tariff.

The following charges apply to each completed call. Fractional cents resulting for any call are rounded up to the next full cent.

	<u>Initial 18 Seconds</u>	<u>Each Additional 6 Seconds</u>
Peak	\$0.0300	\$0.0100
Off-Peak	\$0.0240	\$0.0080

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

COMPETITIVE LOCAL EXCHANGE CARRIER

SECTION 8 - SPECIAL ARRANGEMENTS**8.1 Special Construction****8.1.1 Basis for Charges**

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- A. nonrecurring charges;
- B. recurring charges; and
- C. termination liabilities; or
- D. combinations of A., B., and C.

8.1.2 Basis for Cost Computation

The costs referred to in 8.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - 1. equipment and materials provided or used;
 - 2. engineering, labor, and supervision;
 - 3. transportation; and
 - 4. rights of way and/or any required easements.
- B. Cost of maintenance.
- C. 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.
- D. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- E. License preparation, processing, and related fees.
- F. Tariff preparation, processing and related fees.
- G. Any other identifiable costs related to the facilities provided; or
- H. An amount for return and contingencies.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
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SECTION 8 - SPECIAL ARRANGEMENTS, (CONT'D.)

8.1 Special Construction, (Cont'd.)

8.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a Customer.

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 - 1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a. equipment and materials provided or used;
 - b. engineering, labor, and supervision;
 - c. transportation; and
 - d. rights of way and/or any required easements;
 - 2. license preparation, processing, and related fees;
 - 3. tariff preparation, processing and related fees;
 - 4. cost of removal and restoration, where appropriate; and
 - 5. any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section B preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section B preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

Issued Date: April 22, 2010

Effective Date:

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Senior Vice President Regulatory
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Littleton, CO 80124

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SECTION 8 - SPECIAL ARRANGEMENTS, (CONT'D.)**8.2 Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. Contracts resulting from a special request will be submitted for approval and filed with the Commission, if the rules and regulations of the Commission do require such filings and approval.

Upon notice to the Customer, the Company may change rates offered pursuant to special arrangement or individual case basis pricing if the provision of service at such rate(s) becomes economically infeasible.

8.3 Negotiated Rates and Competitive Discounts

Customized service packages at Negotiated Rates or Competitive Discounts may be furnished on a case-by-case basis in response to request by Customers of the Company for proposals or for competitive bids. All rates will be offered to the Customer in writing and on a non-discriminatory basis. Contracts resulting from a special request will be submitted for approval and filed with the Commission, if the rules and regulations of the Commission require such filings and approval. Service offered under this Tariff provision will be provided to Customers pursuant to contract.

Competitive Discounts are available to Customer purchasing services with a contract period of 24 months or greater. Competitive Discounts shall not exceed 30%.

Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this Tariff. Specialized rates or charges will be made available to similarly-situated Customers on a nondiscriminatory basis. The Company will consider the following factors when establishing special pricing arrangements: (1) the LATA in which the Customer is located; (2) the horizontal and vertical distance from the central office to the Customer's premises; (3) the availability and location of the network facilities; (4) the type of service; (5) the price of the service; (6) the number of lines (circuits) being used; and (7) the length of the contract terms.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
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SECTION 8 - SPECIAL ARRANGEMENTS, (CONT'D.)

8.4 Special Promotions

The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new Customers or to increase Customer awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission.

Issued Date: April 22, 2010

Effective Date:

Rochelle Jones
Senior Vice President Regulatory
10475 Park Meadows Drive
Littleton, CO 80124

PAI1000