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ACCESS TARIFF

SWITCHED ACCESS SERVICES

SPECTROTEL OF PENNSYLVANIA, LLC

D/B/A ONE TOUCH COMMUNICATIONS

D/B/A SURFTONE

D/B/A TOUCH BASE COMMUNICATIONS

SWITCHED ACCESS SERVICES

TITLE SHEET

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services as a provider of Switched Access Service by Spectrotel of Pennsylvania, LLC, also d/b/a One Touch Communications, d/b/a Surfstone d/b/a Touch Base Communications (“the Company”) to the public between one or more points within the Commonwealth of Pennsylvania. This Tariff is on file with the Pennsylvania Public Utility Commission and copies may be inspected during normal business hours at Spectrotel’s principal place of business, 3535 State Highway 66, Suite 7, Neptune, NJ 07753. Spectrotel’s Tariff is in concurrence with all applicable State and Federal Laws (including but not limited to, 52 Pa. Code, 66 Pa. C.S., the Telecommunications Act of 1996), 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provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

Spectrotel of Pennsylvania, LLC
d/b/a One Touch Communications
d/b/a Surfstone
d/b/a Touch Base Communications

Telephone – PA P.U.C. Tariff No. 2
Original Title Page

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Issued: October 2, 2012

Issued By: Jack Dayan, CEO
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective:

Spectrotel of Pennsylvania, LLC
d/b/a One Touch Communications
d/b/a Surfstone
d/b/a Touch Base Communications

Telephone – PA P.U.C. Tariff No. 2
Original Page 1

SWITCHED ACCESS SERVICES

LIST OF MODIFICATIONS

Issued: October 2, 2012

Issued By: Jack Dayan, CEO
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

Effective:

SWITCHED ACCESS SERVICES

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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SWITCHED ACCESS SERVICES

EXPLANATION OF SYMBOLS

Pursuant to 52 Pa. Code Section 53.22, the following are the only symbols used for the purposes indicated below:

- (C) - To signify changed regulation.
- (D) - To signify decreased rate.
- (I) - To signify increased rate.

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of competitive local exchange end-user communications services by Spectrotel of Pennsylvania, LLC also d/b/a One Touch Communications ("the Company"), to the business public to and from all points within the Commonwealth of Pennsylvania. Certain terms used generally throughout this tariff are defined below.

SWITCHED ACCESS SERVICES

SECTION 1 - DEFINITIONS

Access Code - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXXX, 950-0XXX, or 950-1XXX.

Access Minutes - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

Access Tandem - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

Answer Supervisor - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

Call - A Customer attempt for which the complete address code is provided to the service end office.

Carrier or Common Carrier - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

Central Office - A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - A communications path between two or more points of termination.

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

Company – Spectrotel of Pennsylvania, LLC d/b/a One Touch Communications d/b/a Surf-tone d/b/a Touch Base Communications.

Customer - The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this tariff, including but not limited to End Users, Interexchange Carriers (ICs) and other telecommunications carriers or providers originating or terminating VoIP-PSTN Access Traffic.

Customer Designated Premises - The premises specified by the Customer for termination of Access Services.

SWITCHED ACCESS SERVICES

SECTION 1 – DEFINITIONS, (CONT'D.)

Dual Tone Multifrequency (DTMF) - Tone signaling, also known as touch tone signaling.

End Office Switch - A Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

End User - Any customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

Entry Switch - First point of switching.

Exchange - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

Facilities - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

First Point of Switching - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

Interstate Communications - Any communications with that crosses over a state boundary. Interstate Communications includes interstate and international communications.

Intrastate Communications - Any communication which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Local Access and Transport Area (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

SWITCHED ACCESS SERVICES

SECTION 1 – DEFINITIONS, (CONT'D.)

Local Calling Area - A geographical area, as defined in the Company's local or general exchange service tariff in which an End User may complete a call without incurring toll usage charges.

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

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

Originating Direction - The use of Switched Access Service for the origination of calls from an End User premises to a carrier's premises.

Point of Termination - The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

Premises - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

Serving Wire Center - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

Special Access Circuit - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

TDM – Time Division Multiplexing – a method of transmitting and receiving voice signals over the Public Switched Telephone Network (PSTN).

Terminating Direction - The use of Switched Access Service for the completion of calls from a carrier's premises to an End User premises.

Transmission Path - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

SWITCHED ACCESS SERVICES

SECTION 1 – DEFINITIONS, (CONT'D.)

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

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

VOIP-PSTN Access Traffic - VoIP-PSTN Access Traffic is the access traffic exchanged between the Company and the Customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet Protocol ("IP") format. Traffic originates and/or terminates in IP format if it originates from and/or terminates to an end user customer of a service that requires Internet protocol compatible customer premises equipment.

VoIP Service – Transmission of communication by aid of wire, cable, radio, or other like connection using Voice Over Internet Protocol that is originated or terminated in Internet Protocol (IP) format. VoIP Services are those services that require the use of IP compatible customer premises equipment.

Wire Center - A physical location in which one or more central offices, used for the provision of exchange services, are located.

SWITCHED ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS

2.1 Application of Tariff

This tariff applies to switched access services furnished by the Company between various locations within the Commonwealth of Pennsylvania in accordance with the conditions set forth herein. Service under this tariff is only available to Customers located in buildings where Company owns or leases facilities.

2.2 Undertaking of Company

Company undertakes to provide telecommunications services to business customers within the Commonwealth of Pennsylvania on the terms and conditions and the rates and charges specified herein.

2.3 Application for Services

2.3.1 Applicants wishing to obtain service may initiate service verbally with the Company or pursuant to a completed and signed written service order. On Company's receipt of the signed order form, under normal circumstances, Company will accept or reject the order within ten business days.

2.3.2 Should the applicant make a service request verbally, and should the Company accept the applicant's order, the Company will provide the applicant, within ten days of the service order, a confirmation letter setting forth the services ordered and itemizing all charges which will appear on the Customer's bill.

2.3.3 In addition, the Company will provide all new Customers in writing a statement of all material terms and conditions affecting what the Customer will pay for services provided by Company. The Company will provide the Customer with service, under normal circumstances, within fourteen business days of initial request.

SWITCHED ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Individual Case Basis (ICB) Arrangements

Company may form contracts in special circumstances for Individual Case Basis ("ICB") service offerings. See also Rate Schedule and Section 2.11 ICB service offerings are arrangements with a specific customer where customer-specific requirements and the service-specific parameters may vary from the tariff. For ICB service offerings, Company will offer ICB rates, terms and conditions to the Customer in writing. The Company will make any specific contract available to similarly situated Customers in substantially similar circumstances that place an order within 30 days of the effective date of the original contract.

2.5 Establishment and Reestablishment of Credit

Company reserves the right to examine the credit record and check the references of all applicants and Customers.

SWITCHED ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Advanced Payments, Deposits and Guarantors

2.6.1 Advanced Payments

At the time an application for service is made, the Company may require an applicant to pay an amount equal to one month's service charges and/or any applicable nonrecurring charges and/or equipment charges. The Company credits the amount of the first month's service to the Customer's account on the first bill rendered.

2.6.2 Deposits

2.6.2.1 Requirement

Company may, at its sole discretion and to safeguard its interests, require an applicant or an existing Customer to post a deposit as a guarantee for the payment of charges as a condition to receiving service or additional service(s). Company reserves the right to review an applicant's or a Customer's credit history at anytime to determine if the Company will require a deposit.

2.6.2.2 Nondiscrimination

The Company will not require deposits based on race, sex, creed, national origin, marital status, age, number or dependents, condition of physical handicap, source of income, or geographical area of business.

2.6.2.3 Amount

The Company may base the amount of the deposit on an estimate of one month's service as determined by the Customer, or the Company's network average usage considering the type and nature of the Customers' service. Interest on deposits will be set at the 3 month commercial paper rate published by the Federal Reserve Board, except the Company will pay no interest if the Customer has received a minimum of two discontinuance of service notices in a 12-month period. The fact that a deposit has been made neither relieves the Customer from complying with Company's regulations on the prompt payment of bills on presentation nor constitutes a waiver or modification of the regulations of Company providing for the discontinuance of service for non-payment of any sums due Company for services rendered.

SWITCHED ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Advanced Payments, Deposits and Guarantors, (Cont'd.)

2.6.2 Deposits, (Cont'd.)

2.6.2.4 Refund Upon Discontinuance

Upon discontinuance or termination of the service, Company will credit the deposit to the charges stated on the final bill. The Company will return the balance, if any, to the Customer within 30 days after discontinuance or termination of service, and will include any interest on the deposit according to the terms and at the rate as set forth herein.

2.6.2.5 Refund After Satisfactory Payment

Within 30 days after prompt and timely payment of all charges for twelve monthly consecutive billing periods, Company will refund the deposit to the Customer. The refund will include any accumulated interest according to the terms set forth herein. Payment of a charge is prompt and timely if received prior to the date that the charge becomes delinquent provided that the payment is not returned for insufficient funds or closed account.

2.6.2.6 Deposit Receipt

Each deposit receipt will contain the following provisions: "DNC shall refund this deposit, less the amount of any unpaid bills for service furnished by DNC, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period."

SWITCHED ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Method of Service of Notices

2.7.1 Notice by Company

Unless otherwise provided, any notice by Company to the Customer or to the Customer's authorized representative may be given either verbally (as provided below) to the Customer or to the Customer's authorized representative, or by written notice mailed to the Customer's or the Customer's authorized representative's last known address. Company may provide verbal notice to a Customer or to a Customer's authorized representative only in emergencies, where a delay may result in impaired service or a hazard to a Customer.

2.7.2 Notice by Customer

Unless otherwise provided, any notice by the Customer or its authorized representative may be given verbally to Company at Company's business office, by telephone to Company's business office, or by written notice mailed to Company's business office. Cancellation of service by the Customer may be given verbally, by telephone or by written notice to Company.

2.8 Rendering and Payment of Bills

2.8.1 Customer bills are issued monthly. The Customer will receive its bill on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Customer. The Company bills monthly recurring charges in advance and usage charges in arrears. Each bill will state the last date for timely payment. Company will prorate monthly recurring charges based on a 30 day month.

2.8.2 Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of Company or an agency authorized to receive such payment. All charges for service are payable only in the United States currency. Payment may be made by cash, check, money order, or cashier's check.

SWITCHED ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Rendering and Payment of Bills, (Cont'd.)

- 2.8.3** Customer payments are considered prompt and timely when received by Company or its agent by the due date on the bill. The due date is 21 days after the Company renders the bill and designates by the due date stated on the Customer's bill. The Customer shall have at least 21 days from the rendition of a bill to timely pay the charges stated. Company will credit payments within 24 hours of receipt. Subject to 2.8.4., the Company considers Customer payments delinquent, if received after the due date.
- 2.8.4** If the Customer's service has been discontinued within the 12 months prior to any billing date, or if the Customer incurs usage charges during a billing period which are equal to at least 200% of the amount of the Customer deposit or guarantee, the Company may, by a telephone call to the Customer followed by written notification sent by first class mail, demand full payment within five (5) days of such notification. If the full payment is not made within five days from the date of written notification, or a mutually established late payment arrangement date agreed to by both Company and Customer, the Company will deem the payment delinquent.
- 2.8.5** Bills that remain unpaid beyond the due date on the bill per 2.8.2. or 2.8.3., or beyond the payment due date per 2.8.4., will incur a late payment charge of 1.5%, or the maximum permitted by law, whichever is higher, of the outstanding unpaid balance for each month or part of a month that the bill remains unpaid after the specified due date.
- 2.8.6** When payment for service is made by check, draft, or similar negotiable instrument, the Company may assess a charge of \$25.00 or 5% of the balance due (whichever is greater) for each such item returned unpaid by a bank to a Company for any reason. This charge is in addition to the late payment charge which may also be applicable.
- 2.8.7** Company is not responsible for charges incurred by the Customer in gaining access to the Company's network through the facilities of another carrier.

SWITCHED ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Disputed Bills

- 2.9.1** Customer may bring any dispute of a charge to Company's attention by verbal or written notification. If Customer notifies Company of a disputed charge verbally, Customer must confirm that dispute in writing within five (5) days.
- 2.9.2** In case of a billing dispute between the Customer and the Company which the Customer and the Company cannot settle to their mutual satisfaction, Customer must pay the undisputed portion and all subsequent undisputed bills on a timely basis or the Company may disconnect the Customer's service.
- 2.9.3** The Customer may request an in-depth investigation into the disputed amount and a review by a Company manager.

SWITCHED ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Discontinuance and Restoration of Service

2.10.1 Discontinuance by Customer

- A. A Customer may discontinue service(s) upon verbal or written notice to Company on or before the date of disconnection. The Customer remains responsible for payment of all bills for services furnished.
- B. If a Customer cancels his order for service before the service begins, the Company may levy a \$25.00 charge upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred by Company expressly on behalf of the Customer.
- C. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the service location of the Customer by fire or other causes beyond the control of the Customer.
- D. Upon termination, the Company may hold pre-subscribed Customer responsible for charges thereafter if the Customer has not selected an alternative local exchange carrier and service has not been transferred to the alternative carrier and such a Customer is continuing to receive service from Company.

2.10.2 Discontinuance by Company

The Company may discontinue services under the following circumstances:

- A. Nonpayment more than 30 days beyond the date of the invoice for service of any sum due to Company for such service. In the event Company terminates service for nonpayment, the Customer may be liable for all reasonable costs of collection including reasonable court costs, expenses, and fees as determined by the Commission or by the court.
- B. A violation of, or failure to comply with, any state, federal or local regulation governing the furnishing of service.
- C. An order from a court or from another government authority having jurisdiction which prohibits Company from furnishing service.

SWITCHED ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Discontinuance and Restoration of Service, (Cont'd.)

2.10.2 Discontinuance by Company (Cont'd)

- D. Customer's failure to post a required deposit or guarantee.
- E. In the event that the Customer supplied false or inaccurate information of a material nature in order to obtain service.

The Company may refuse or disconnect service in the event of illegal use or of intent to defraud the Company. Company may disconnect service for this reason after sending written notice via certified mail to the Customer's last known address.

2.10.3 Notice for Disconnection

- A. Company will send to Customer, not less than 7 days prior to disconnection, a written notice of the pending disconnection. Company shall have given notice upon depositing such notice in the mail to the Customer's last known address, first class postage prepaid.
- B. Company may discontinue service during business hours on or after the date specified in the notice of discontinuance. The Company will not disconnect service on a day when the offices of Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.

2.10.4 Restoration of Service

Customer may have service restored by paying in full by cash, personal check, money order, or cashiers check. Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the previous twelve months. There is a \$35.00 charge for restoration of service after disconnection; however, if the Company removed the equipment necessary for Customer's service(s), a complete activation fee may apply.

SWITCHED ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.11 Term Agreements

The Company offers Term Agreements wherein the Customer agrees to retain specified volumes of Company services for a mutually agreed upon length of time. A Termination Liability charge applies to early termination of a Term Agreement.

2.12 Information to be Provided to the Public

2.12.1 Company will make available a copy of this tariff schedule for public inspection in Company's business office during regular business hours.

2.12.2 Company will provide a copy of this tariff upon request to Company's business office for a nominal cost to cover postage and copying fees.

2.12.3 Company will provide rate information and information regarding the terms and conditions of service contained in this tariff schedule, upon request to a current or potential Customer. Company will provide notice of major rate increases in writing to Customers in accordance with Commission rules. Company will also advise the Customer of changes to the terms and conditions of service no later than the Company's subsequent billing cycle.

2.12.4 Company will notify Customers in writing of any change in ownership or identity of the Company on the Customer's bill in the month subsequent to the change.

2.13 Continuity of Service

If Company foresees an interruption of service for a period exceeding 24 hours, Company will notify Customers in writing at least one week in advance of such interruption, or, where this is not feasible in such other manner and at such time as is reasonably practicable.

SWITCHED ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.14 Limitations of Liability

2.14.1 Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services, functions, and products furnished under this tariff. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.

2.14.2 The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the Company's failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The Customer or Authorized User has the sole remedy of the extension of such allowances for interruption and the sole liability of the Company. The Customer shall not hold the Company liable for any indirect, special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.

SWITCHED ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.14 Limitations of Liability, (Cont'd.)

- 2.14.3** The Customer shall not hold the Company liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.14.4** The Customer shall not hold the Company liable for any act or omission by any entity furnishing to the Company or to the Company's Customers services or equipment used for or with the services the Company offers.
- 2.14.5** The Customer shall not hold the Company liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided services or equipment.
- 2.14.6** The Customer shall not hold the Company liable for the claims of vendors supplying equipment to the Customer, which vendor may installed at premises of the Company, nor shall the Customer shall not hold the Company liable for the performance of said vendor or vendor's equipment.
- 2.14.7** The Company does not guarantee or make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

SWITCHED ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.14 Limitations of Liability, (Cont'd.)

- 2.14.8** The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or Authorized User) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- 2.14.9** The Customer shall not hold the Company liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, without limitation, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.14.10** The Customer shall not hold the Company liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring, unless the Company's willful misconduct or gross negligence causes the damage.
- 2.14.11** The Customer shall not hold the Company liable for any damages whatsoever associated with service, facilities, products, or equipment which the Company does not furnish or for any act or omission of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.
- 2.14.12** The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person affected by the dialing of the digits "9-1-1".
- 2.14.13** The company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use, except those expressly set forth herein.

SWITCHED ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.14 Limitations of Liability, (Cont'd.)

2.14.14 The Customer and any Authorized Users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including reasonable attorney's fees and court costs), or liability for patent or trademark infringement or other infringement of intellectual property rights arising from (1) combining (or using in connection) Company-provided services and equipment with any facilities, services, functions, or products provided by the Customer, by an Authorized User or by any other entity other than the Company, or (2) use of services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including reasonable attorneys fees and court costs), or liability arising out of any commission or omission by the Customer or Authorized User in connection with the service, function, or product. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer and/or Authorized User shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such infringement, damages, or other claims, at the sole and entire expense of the Customer and/or Authorized User.

SWITCHED ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.15 Credit Allowances for Interruptions

Interruption shall not include, and the Company will give no allowance for, service difficulties, such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Company. Any Interruption allowance provided within this Tariff by Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Company's facilities or service, or any other reason covered by this Tariff or by applicable law.

For the purpose of determining the amount of any allowance, each month is considered to have 30 days and only those stations on the interrupted portions of a service shall be considered in determining the number of stations affected. In accordance with the Commission's liability limitation policy, the Company's liability for interruption or cessation of service shall be limited to a specific dollar amount, which will be the sum of 12 months of customer payments actually made to the Company.

2.16 Use of Service for Unlawful Purposes

The Company furnishes the tariffed services subject to the condition that the Customer will not use the services for any unlawful purposes. Company shall not furnish service if any law enforcement agency, acting within its jurisdiction, advises that the Customer is using such services in violation of the law. If Company receives additional evidence giving reasonable cause to believe that the Customer is using such services in violation of the law, Company may discontinu or deny the services or refer the matter to the appropriate law enforcement agency.

2.17 Unauthorized Use

Any individual who uses or receives Company service, other than under the provisions of an accepted application for service and a current Customer relationship, may be liable for the tariffed cost of the services received and may be liable in addition for reasonable court costs and attorneys fees as determined by the Commission or by the court.

SWITCHED ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.18 Abuse and Fraudulent Use of Service

Service shall not be used for any purpose in violation of law.

Service shall not be used in such a manner as to interfere unreasonably with the use of the service by one or more other Customers, or interfere with the Company's reasonable ability to provide the service to others.

2.19 "900" and "976" Blocking

Company reserves the right to block the Customer's access to "900" and "976" pay-per-call telephone information services when blocking is requested by the Customer. Company will not impose a charge for blocking.

2.20 Other Company Charges

The Customer is responsible to pay Company for all toll calls made over Customer's service(s) or other third party charges to Customer's service(s) resulting from the origination of calls to points outside the local exchange and for all charges or calls billed to the Customer's number.

2.21 Telephone Numbers

The Customer has no property right in the assigned telephone number and none can be acquired by usage or otherwise. Company reserves the right to assign, designate, or change such numbers when reasonably necessary in the conduct of its business. Company may reassign telephone numbers of Customers 30 days from the date of discontinuance or disconnection of service. Company shall not be liable to any Applicant, Customer, Authorized User, or other person in the event that such party does not receive a requested telephone number, irrespective of the consequences thereof.

SWITCHED ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.22 Operator Assistance

Company will provide operator assistance either directly or through arrangements with other carriers. Customer or Authorized Users can dial 0+ to place credit card and/or collect calls.

2.23 Request for Old Bill

Company will charge a processing fee to a Customer which requests a copy of a bill that has already been issued to such Customer, unless the Customer informs the Company within fifteen (15) days of the issuance of the bill that the original bill was not received.

Company will not provide a second copy of a bill that is over four (4) years old.

2.24 Change of Service Providers

The Company will not terminate service to a Customer enrolled on another local exchange carrier's system and transfer service to the other Company's system without authorization from the Customer in accordance with applicable Commission rules.

SWITCHED ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.25 Automatic Number Identification

2.25.1 General

This option provides the automatic transmission of a seven (7) or ten (10) digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling station. The Automatic Number Identification (ANI) feature, which is a software function, will be associated on a call-by-call basis with: (1) all individual transmission paths in a trunk group routed directly between an end office and a Customer's premises; or (2) where technically feasible, with all individual transmission paths in a trunk group between an access tandem and a Customer's premises.

Additional ANI information digits are available and will be transmitted as agreed to by the Customer and the Company.

2.25.2 Regulations

The Company will provide ANI associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- A. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- B. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- C. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

SWITCHED ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.25 Automatic Number Identification, (Cont'd.)

2.25.2 Regulations, (Cont'd.)

- D. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- E. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Company until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three (3) or more separate violations in a twenty-four (24) month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.
- F. The ten (10) digit ANI telephone number is available with Switched Access Service. The ten (10) digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven (7) digit ANI telephone number. The ten (10) digit ANI telephone number will be transmitted on all calls except in the case of ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described below).
- G. Where ANI cannot be provided, information digits will be provided to the Customer.

The information digits identify: (1) telephone number is the station billing number - no special treatment required; (2) ANI failure has occurred in the end office switch which prevents identification of calling telephone number - must be obtained by operator or in some other manner. The ANI telephone number is the listed telephone number of the Customer and is not the telephone number of the calling party.

2.25.3 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings pursuant to the Laws and Regulations of the Commonwealth of Pennsylvania.

SWITCHED ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.26 Taxes and Fees

- 2.26.1** All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.
- 2.26.2** To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.26.3** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

SWITCHED ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.27 Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage, calculated from actual billing records or, in the event such detail is unavailable for any reason, as provided in the reports, will serve as the basis for prorating the charges. Except for 2.27.3, the percentage of an Access Service to be charged as intrastate is applied in the following manner:

2.27.1 For nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the state tariff rate per element.

2.27.2 For usage sensitive chargeable rate elements, multiply the percent intrastate use times actual use (measure or Company assumed average use) times the stated rate.

SWITCHED ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.27 Mixed Interstate and Intrastate Access Service, (Cont'd.)

2.27.3 Identification and Rating of VoIP-PSTN Traffic

A. Scope

VoIP-PSTN Traffic is the traffic exchanged in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates (unless the parties have agreed otherwise) by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90 et. al., FCC No. 11-161 (November 18, 2011) ("FCC Order"). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "VoIP-PSTN Access Traffic") from the Customer's traditional intrastate access traffic, so that such VoIP-PSTN Access Traffic can be billed in accordance with the FCC Order.

SWITCHED ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.27 Mixed Interstate and Intrastate Access Service, (Cont'd.)

2.27.3 Identification and Rating of VoIP-PSTN Traffic, (Cont'd.)

B. Rating of VoIP-PSTN Traffic

The VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to the Company's applicable tariffed interstate switched access rates. For ease of reference, the applicable interstate rates are as follows:

1. Verizon Territory

| | |
|---|-------------|
| Tandem-Switched Transport - Termination, per minute | \$0.0000000 |
| Tandem-Switched Transport - Facility, per minute per mile | \$0.0000020 |
| Access Tandem Switching, per minute | \$0.0015740 |
| CMUX, per minute | \$0.0000000 |
| CTP, per minute | \$0.0016880 |

| | |
|-----------------------------|-------------|
| Local Switching, per minute | \$0.0024060 |
|-----------------------------|-------------|

| | |
|---|-------------|
| Host-Remote Transport - Termination, per minute | \$0.0000000 |
| Host/Remote, per minute per mile | \$0.0000000 |

2. Commonwealth Telephone Company d/b/a Frontier Communications
Commonwealth Telephone Company, LLC; Frontier Communications of
Breezewood, LLC; Frontier Communications of Canton, LLC; Frontier
Communications of Lakewood, LLC; Frontier Communications of
Oswayo River, LLC; Frontier Communications of Pennsylvania, LLC
Territories

| | |
|---|--------------|
| Tandem-Switched Transport - Termination, per minute | \$0.00241772 |
| Tandem-Switched Transport - Facility, per minute per mile | \$0.00001000 |
| Access Tandem Switching, per minute | \$0.00020000 |
| CMUX, per minute | \$0.00000000 |
| CTP, per minute | \$0.00020000 |

| | |
|-----------------------------|--------------|
| Local Switching, per minute | \$0.00265114 |
|-----------------------------|--------------|

| | |
|--|--------------|
| Host-Remote Transport - Termination, per minute, per termination | \$0.00241772 |
| Host/Remote, per minute per mile | \$0.00001000 |
| Host/Remote, Access Tandem Switching, per minute | \$0.00020000 |

SWITCHED ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.27 Mixed Interstate and Intrastate Access Service, (Cont'd.)

2.27.3 Identification and Rating of VoIP-PSTN Traffic, (Cont'd.)

C. Calculation and Application of Percent-VoIP-PSTN Usage Factor

The Company will determine the number of VoIP-PSTN Access Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection (B), above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU (however determined – either based on call detail information or PIU) exchanged between the Company and the Customer. The PVU will be derived and applied as follows:

1. The Customer will calculate and furnish to the Company a factor (the "PVU-A") representing the whole number percentage of the total access MOU that the Customer exchanges with the Company in the State, that (a) is sent to the Company and that originates in IP format; or (b) is received from the Company and terminates in IP format. This PVU-A shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
2. Company will, likewise, calculate a factor (the "PVU-B") representing the percentage of the Company's total access MOU in the State that the Company originates or terminates in IP format. This PVU-B shall be based on information such as the number of the Company's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
3. The Company will use the PVU-A and PVU-B factors to calculate an effective PVU factor that represents the percentage of total access MOU exchanged between the Company and the Customer that is originated or/or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends. The effective PVU factor will be calculated as the sum of: (A) the PVU-A factor and (B) the PVU-B factor times (1.0 minus the PVU-A factor).

SWITCHED ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.27 Mixed Interstate and Intrastate Access Service, (Cont'd.)

2.27.3 Identification and Rating of VoIP-PSTN Traffic, (Cont'd.)

C. Calculation and Application of Percent-VoIP-PSTN Usage Factor. (Cont'd.)

4. The Company will apply the effective PVU factor to the total intrastate access MOU exchanged with the Customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

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

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

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

5. If the Customer does not furnish the Company with a PVU-A pursuant to the preceding paragraph 1, the Company will utilize an effective PVU equal to the PVU-B.
6. The Customer shall not modify their reported PIU factor to account for VoIP-PSTN Traffic.

SWITCHED ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.27 Mixed Interstate and Intrastate Access Service, (Cont'd.)

2.27.3 Identification and Rating of VoIP-PSTN Traffic, (Cont'd.)

D. Initial PVU Factor

If the PVU factor is not available and/or cannot be implemented in the Company's billing systems by December 29, 2011, once the factor is available and can be implemented the Company will adjust the Customer's bills to reflect the PVU retroactively to December 29, 2011. In calculating the initial effective PVU, the Company will take the Customer-specified PVU-A into account retroactively to December 29, 2011, provided that the Customer provides the factor to the Company no later than April 15, 2012; otherwise, it will set the initial effective PVU equal to the PVU-B, as specified in subsection C.5., above.

E. PVU Factor Updates

The Customer may update the PVU-A factor or the Company may update the PVU-B quarterly using the method set forth in subsection C.1 or C.2, respectively, above. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-A factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVU-A to calculate a revised effective PVU. The revised effective PVU factor will apply prospectively and serve as the basis for billing until superseded by a new effective PVU.

F. PVU Factor Verification

Not more than twice in any year, the Company may ask the Customer to verify the PVU-A factor furnished to the Company and Customer may ask the Company to verify the PVU-B factor and the calculation of the effective PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-A and PVU-B factors. The Customer shall retain the call detail, work papers, and/or other information used to develop the PVU factor for a minimum of one year. No prorating or back billing will be done based on updated PVU factors.

SWITCHED ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.28 Provision of Service When More Than One Exchange Telephone Company is Involved

When more than one exchange telephone Company is involved in the provision of Access Service, the Company will adhere to the Ordering and Billing Forum, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) guidelines. The Company will handle such provisioning of service where more than one exchange telephone Company is involved under this tariff and will utilize either a Single Bill/Multiple Tariff or a Multiple Bill/Multiple Tariff arrangement.

The rating and billing of Access Services when provisioned by more than one exchange telephone Company will be determined on a case by case basis and communicated in writing to the Customer in advance of a bill being rendered by the Company.

SWITCHED ACCESS SERVICES

SECTION 3 - SWITCHED ACCESS SERVICE

3.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point electrical communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises in the LATA where it is provided. Switched Access Service is provisioned in a Feature Group D configuration from Company-designated Feature Group D equipped end offices.

The application of rates for Switched Access Service is described in Section 3.5 following. Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

3.2 Rate Category

There is one recurring rate category which applies to Switched Access Service. The Switched Access Rate is applied on a per access minute of use basis. The rate includes functionality associated with:

- Local Switching
- Local Transport
- Common Line

SWITCHED ACCESS SERVICES

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.2 Rate Category, (Cont'd.)

3.2.1 Local Switching

Local Switching provides for the use of end office switching equipment. Included in Local Switching are:

Common Switching, which provides the local end office switching functions and optional features;

Transport Termination, which provides for the trunk side arrangements which terminate the Local Transport facilities. The number of Transport Terminations provided will be determined by the Company; and where end offices are appropriately equipped,

International Dialing may be provided. International Dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office.

SWITCHED ACCESS SERVICES

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.2 Rate Category, (Cont'd.)

3.2.2 Local Transport

The Local Transport rate category provides the transmission facilities between the Customer premises and the end office switch(es) where the Customer traffic is switched to originate or terminate its communications.

Local Transport is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency path permits the transport of calls in the originating direction (from the End User end office switch to the Customer's premises) and in the terminating direction (from the Customer premises to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

A. Transmission Paths

The number of Transport transmission paths provided is based on the Customer's order and is determined by the Company.

B. Interconnection

Interconnection of non-Company switched access transport facilities is available between an end office and a Customer point of presence where such facilities are provided.

3.2.3 Carrier Common Line

Carrier Common Line provides for the use of End Users' Company-provided common lines by Customers for access to such End Users to furnish Intrastate Communications.

No telephone number or detailed billing will be provided with Carrier Common Line. Directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line.

SWITCHED ACCESS SERVICES

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.3 Obligations of the Company

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

3.3.1 Network Management

The Company will administer its network to provide acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. In circumstances where the Company is reselling service, the Company is not liable for the failure of the underlying carrier's network.

3.3.2 Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. In circumstances where the Company is reselling service, the Company is not liable for the failure of the underlying carrier's network.

SWITCHED ACCESS SERVICES

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.3 Obligations of the Company, (Cont'd.)

3.3.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. The data provides information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. The data does not include service performance data which is provided under other tariff sections, e.g., testing service results. If data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

3.3.4 Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

SWITCHED ACCESS SERVICES

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.4 Obligations of the Customer

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

3.4.1 Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.10.7 preceding. In the event that jurisdictionality cannot be determined from billing record details, charges will be apportioned in accordance with those reports.

3.4.2 On and Off-Hook Supervision

The Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

3.4.3 Trunk Group Measurements Reports

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

SWITCHED ACCESS SERVICES

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.5 Rate Regulations

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

There are three types of rates and charges that apply to Switched Access Service:

- Recurring Rates - which are flat rates applied each month or fraction thereof that a specific rate element is applied. For billing purposes, each month is considered to have thirty (30) days.
- Usage Rates - which are applied only when a specific rate element is used. These are applied on a per-occurrence (e.g., access minute, message call or query) basis. Usage rates are accumulated over a monthly period.
- Nonrecurring Charges - which are one-time charges that apply for a specific work activity (e.g., installation of new services, reconnection of service after discontinuance, or rearrangements of installed services).

3.5.1 Minimum Periods

Switched Access Service is provided for a minimum period of one (1) month.

SWITCHED ACCESS SERVICES

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.5 Rate Regulations, (Cont'd.)

3.5.2 Cancellation of Access Service Order

A Customer may cancel an Access Order for the installation of service on any date prior to notification by the Company that service is available for the Customer's Use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. If a Customer or End User is unable to accept Access Service within thirty (30) calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

A. Prior to Firm Order Confirmation Date

If an Access Order is canceled prior to the Firm Order Confirmation date, no charges will apply.

B. On or After Firm Order Confirmation Date

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a flat cancellation fee.

3.5.3 Charge

| | |
|------------------|----------|
| Cancellation Fee | \$250.00 |
|------------------|----------|

SWITCHED ACCESS SERVICES

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.5 Rate Regulations, (Cont'd.)

3.5.3 Access Order Modifications

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

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

A. Service Date Change Charge

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

B. Partial Cancellation Charge

Any decrease in the number of ordered Switched Access Service trunks or busy hour minutes of capacity ordered will be treated as a partial cancellation and the charges as set forth in Section 3.5.2 will apply.

SWITCHED ACCESS SERVICES

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.5 Rate Regulations, (Cont'd.)

3.5.3 Access Order Modifications, (Cont'd.)

C. Design Change

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

The Design Change Charge will apply, at the discretion of the Company, on a per-order per-occurrence basis, for each order requiring a design change.

3.5.3 Access Order Modifications Charges

| | |
|--|----------|
| Service Date Change Charge, per occurrence | \$39.00 |
| Design Change Charge, per occurrence | \$181.41 |

SWITCHED ACCESS SERVICES

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.5 Rate Regulations, (Cont'd.)

3.5.4 Switched Access Services Nonrecurring Charges

A. Installation Charge

Charges may be assessed based upon the administrative, labor and other costs associated with service order processing and the installation of services ordered by the Customer.

| | |
|---------------------|---------|
| Installation Charge | \$60.00 |
|---------------------|---------|

B. Reconnection Charge

Reconnection charges may be assessed when a Customer's service is restored after a discontinuance, as set forth in 2.9 preceding. Such charges will be determined on an individual case basis and may be based upon administrative, labor and other costs associated with restoration of a discontinued service.

| | |
|---------------------|---------|
| Reconnection Charge | \$60.00 |
|---------------------|---------|

SWITCHED ACCESS SERVICES

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.6 Rates and Charges

3.6.1 Switched Access Usage Charges

Switched Access Service will be billed per access minute of use.

| | <u>Originating</u> | <u>Terminating</u> |
|---------------------------------|--------------------|--------------------|
| Tandem Connect, per minute rate | \$0.013723 | \$0.0064065 |
| Direct Connect, per minute rate | \$0.010407 | \$0.0097075 |

3.6.2 Toll Free 8xx Data Base Access Service

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

| | |
|-----------|------------|
| Per Query | \$0.003089 |
|-----------|------------|

3.6.3 Processing Service Order Charge (PSOC)

When a customer disconnects their service from the Company and switched to another service provider, the Company must perform order processing, technical assistance (in selected instances) to complete the port and administrative functions including P.I.C.C. Coordination and billing reconciliations. a non-recurring Processing Service Order Charge will be imposed on the customer's new service provider for each transaction on a per order and per line basis.

| <u>UNE-P customers</u> | <u>Residential</u> | <u>Business</u> |
|------------------------|--------------------|-----------------|
| Per Order | \$0.92 | \$0.92 |
| Per Line | \$1.57 | \$1.57 |
| Resale | | |
| Per Order | \$37.89 | \$37.89 |
| Per Line | \$0.00 | \$0.00 |

SWITCHED ACCESS SERVICES

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.7 Billing Name and Address

3.7.1 Service Description

Billing Name and Address (BNA) service provides account detail of the Company's customers to interexchange carriers, operator service providers, enhanced service providers, and any other provider of interexchange telecommunications services.

3.7.2 General

- A. Upon acceptance of an order for BNA service, the Company will furnish account detail for each working number submitted. Account detail consists of current data base information including the End User's billing name and billing address.
- B. Only current information which resides in the Company's data base will be provided. Customers ordering BNA service must accept BNA account detail on an "as is" basis.
- C. The Company will specify the location where requests for BNA service are to be received, and the format in which the requests are to be provided.
- D. The subscribing customer must agree that BNA information will not be resold or otherwise provided to any other person, corporation, partnership or entity, other than Customer's authorized billing agent, and that Billing Name and Address shall be used by Customer or Customer's authorized billing agent solely for:
 - 1. Billing its customers for using Customer's telecommunications services.
 - 2. Any purpose associated with the equal access requirement of United States v. AT&T, 552 F. Supp. 131 (D.D.C. 1982).
 - 3. Verification of service orders of new customers, identification of customers who have moved to a new address, fraud prevention, and similar nonmarketing purposes.

SWITCHED ACCESS SERVICES

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.7 Billing Name and Address, (Cont'd.)

3.7.2 General, (Cont'd.)

For calling card calls and collect and third party billed calls, Billing Name and Address for ANI service is not available on accounts of non-published/unlisted end users who, by request to the Company (which request may be submitted at any time), have specified that such information not be released.

E. Manual Request

1. At the customer's option, the Company will provide BNA via manual request procedures.
2. BNA service information will be provided by the Company in standard paper format via facsimile or first class U.S. mail.
3. Wherever possible, the Company will provide Billing Name and Address for ANI data no later than ten (10) business days from the date of receipt of the customer's request. Availability of data may be delayed if errors exist in the request received from the customer.
4. In situations where the customer requests more than forty (40) BNA records on a single order, the Company will provide the requested BNA information in a time frame mutually agreed to by the customer and the Company.

3.7.3 Rate Regulations

The number of BNA records for which charges apply will be accumulated by the Company, and billed to the customer on a monthly basis at the rates set forth following.

3.7.4 Rates and Charges

| | Billing Name and Address for ANI | <u>BNA Request</u> |
|---|----------------------------------|--------------------|
| - | Per Order | \$50.94 |
| - | Per Record | \$ 0.33 |

SWITCHED ACCESS SERVICES

SECTION 4 – RECIPROCAL COMPENSATION ARRANGEMENTS

4.1 General

Reciprocal Compensation Arrangements are available to Other Network Providers ("ONP's") who are also certified providers of local exchange service. Under a Reciprocal Compensation Arrangement, the Company compensates the ONP for Company traffic terminating on the ONP's network and the ONP compensates the Company for ONP traffic terminating on the Company's network.

Switched Access Service recurring rate will apply, less an appropriate amount relative to the ONP's Carrier Common Line element. If no such Carrier Common Line element exists, the full Switched Access Service recurring rate will apply.

The Company will pay transport charges, determined on an individual case basis for traffic that it terminates on a cellular carrier's network until such time as that carrier interconnects, through its own facilities or a third carrier's facilities, directly to a Company end office.

4.2 Measurement of Access Minutes and Determination of Balance

The Company and Other Network Provider will measure, on a monthly basis, the originating and terminating local usage.

SWITCHED ACCESS SERVICES

SECTION 5 - BILLING AND COLLECTION

5.1 General

The Company will provide the following services:

- Recording Service
- Automatic Number Identification (ANI)
- Billing Name and Address (BNA)

SWITCHED ACCESS SERVICES

SECTION 5 - BILLING AND COLLECTION, (CONT'D.)

5.2 Recording Service

Recording is the entering on magnetic tape or other acceptable media the details of Customer messages originated through switched access service. Recording is provided twenty-four (24) hours a day, seven (7) days a week.

The Company will provide recording service in association with the offering Switched Access Service for Customer messages that can be recorded by Company-provided automatic message accounting equipment. At the request of the Customer, recording service will be provided Switched Access Service on an end office and type of call basis. Type of call means message telecommunications service (MTS) including 700 and 900 service, calls originating and/or terminating over a WATS access line, and station message detail recording for MTS and calls originating from a WATS access line.

The Company will provide recording service in its operating territory. The minimum territory for which the Company will provide recording service is all the appropriately equipped offices in an operating territory for which the Customer has Switched Access Service.

For Switched Access Service, the term "Customer message" used herein denotes an intrastate call originated by a Customer's End User. Station message detail recording is an optional feature which provides a record of Customer messages originated by MTS and WATS access lines. Such detail will be provided as part of Switched Access Service end office and type of call recording service when requested by the Customer. The beginning and ending of a Customer message are determined pursuant to the written instructions of the Customer.

SWITCHED ACCESS SERVICES

SECTION 5 - BILLING AND COLLECTION, (CONT'D.)

5.2 Recording Service, (Cont'd.)

5.2.1 Undertaking of the Company

- A. The Company will record all Customer messages carried Switched Access Service that are available to Company-provided recording equipment or operators. Unavailable Customer service messages will not be recorded. The recording equipment will be provided at locations selected by the Company.
- B. A standard format for the provision of the recorded Customer message detail will be established by the Company and provided to the Customer. If, in the course of Company business, it is necessary to change the format, the Company will notify the involved Customers six (6) months prior to the change.

Assembly and editing, provision of Customer detail, data transmission to a Customer location, special orders for recording and program development will be provided to the Customer on a contractual basis.

- C. Recorded Customer message detail which is used at the request of the Customer to provide message processing and message bill processing service is not retained by the Company for longer than forty-five (45) days. The rates for unbilled message detail and the billed message detail is retained for reference in place of the recorded Customer message detail. For recorded Customer message detail not used by message processing service at the Customer's request, the Company will make every reasonable effort to recover recorded Customer message detail previously made available to the Customer and make it available again for the Customer. The charges as set forth in the rate schedule, following, will apply for all such detail provided. Such a request must be made within thirty (30) days from the date the details were initially made available to the Customer.

5.2.2 Liability of the Company

Notwithstanding 5.2.1 preceding, the Company's liability for recording service is as follows:

Unless there is an expressed written agreement to the contrary, in the absence of gross negligence or willful misconduct, no liability for damages to the Customer or other person or entity other than as set forth in A. and B. preceding shall attach to the Company for its action or the conduct of its employees in providing recording service.

SWITCHED ACCESS SERVICES

SECTION 5 - BILLING AND COLLECTION, (CONT'D.)

5.2 Recording Service, (Cont'd.)

5.2.3 Obligations of the Customer

The Customer shall order recording service under a special order.

The Customer shall order recording service at least one (1) month prior to the date when the Customer message detail is to be recorded, unless Customer's request requires that recording service be provided by end office and type of call, then the ordering interval will be determined on an individual case basis.

The Customer shall order recording service for Switched Access Service by end office and type of call in accordance with the terms and conditions established on an individual case basis special order.

5.2.4 Payment Arrangements and Audit Provision

A. Notice and Scope

1. Upon forty-five (45) days prior written notice by the Customer to the Company (or such shorter period as the parties may mutually agree upon), the Customer or its authorized representative shall have the right to commence an audit during normal business hours and at intervals of no more than one (1) audit in any six (6) month period. The audit will be limited to all such records and accounts as may, under recognized accounting practices, contain information bearing upon amounts subject to being billed to the Customer's End Users by the Company as part of its provision of billing and collection services and the changes to the Customer for other services provided by the Company pursuant to this tariff.
2. The written notice of audit shall identify the date upon which it is to commence, the location, the Customer's representatives, the subject matter of the audit, and the materials to be reviewed.
3. The written notice of audit shall be directed to the Company's representative at the address stipulated by such representative.

SWITCHED ACCESS SERVICES

SECTION 5 - BILLING AND COLLECTION, (CONT'D.)

5.2 Recording Service, (Cont'd.)

5.2.4 Payment Arrangements and Audit Provision, (Cont'd.)

A. Notice and Scope, (Cont'd.)

4. The Company may, within thirty (30) days of receipt of the Customer's notice of audit, postpone commencement by written notice for a period not to exceed fifteen (15) days, but only for good cause. The Company shall also indicate the new date for commencement of said audit.
5. Upon completion of the audit, the Customer's auditors are to provide an oral report of their findings to the Company prior to their departure, followed by a letter within thirty (30) days confirming findings.

B. Payment of Expense

Each party shall bear its own expenses in connection with the conduct of an audit. Special data extractions required by the Customer for its representative to conduct the audit will be paid for by the Customer. "Special data extraction" for auditing purposes shall mean programming, clerical and computer time required to create an output record (from existing data files) that cannot normally be created from current software programs in the production program library.

C. Requests for Examinations

1. In addition to audits, the Customer, or its representatives, may request, from time to time, the opportunity to conduct an examination, as defined in 2. following. The Company will make reasonable efforts to accommodate requests for examination and to cooperate in the conduct of an examination.
2. An "examination" shall, for purposes of this section, constitute a reasonable inquiry on a single issue or a specific topic related to billing and collection service for a stated reason.

Upon concurrence by both parties that errors or omissions exist, adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit.

SWITCHED ACCESS SERVICES

SECTION 5 - BILLING AND COLLECTION, (CONT'D.)

5.2 Recording Service, (Cont'd.)

5.2.4 Payment Arrangements and Audit Provision, (cont'd.)

D. Audit Provision

All information received or reviewed by the Customer or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purposes.

E. Minimum Period and Minimum Monthly Charges

The minimum period for which recording service without sorting is provided and for which charges apply is one (1) month.

F. Cancellation of a Special Order

A Customer may cancel a special order for recording service on any date prior to the service date. The cancellation date is the date the Company receives written or verbal notice from the Customer that the special order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. The service date for recording service is the date the Customer requests the recordings to start. When a Customer cancels a special order for recording service after the order date but prior to the start of service, a special order charge and the minimum monthly charges will apply.

G. Changes to Special Orders

When a Customer requests material changes to a pending special order for recording service, the pending special order will be canceled and the requested changes will be undertaken if they can be accommodated by the Company under a new special order. All cancellation charges as set forth in (F.) preceding will apply for the canceled special order.

SWITCHED ACCESS SERVICES

SECTION 5 - BILLING AND COLLECTION, (CONT'D.)

5.2 Recording Service, (Cont'd.)

5.2.5 Rate Regulations

Rates and charges for Recording Service will be determined on an individual case basis.

5.2.6 Charges

| | |
|--|----------|
| Recurring Rates (per incoming message) | \$0.15 |
| Nonrecurring Charges | \$150.00 |