

**QualStar Communications, Inc.**

**REGULATIONS AND SCHEDULE OF INTRASTATE ACCESS CHARGES**

Descriptions, Regulations, Terms and Conditions, and Rates and Charges applicable to competitive access telecommunications services furnished by QualStar Communications, Inc. ("QualStar" or "Company") to and from points in the state of Ohio.

This tariff is on file with the Public Utility Commission of Ohio, and copies may be inspected during normal business hours, at the Company's principal place of business, 417 Wayne Avenue, Defiance, OH 43512.

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ISSUED: March XX, 2009

EFFECTIVE: April XX, 2009

Issued under authority of the Ohio Public Utilities Commission  
Dated April 3, 2009 in Case  
Todd Harpest, President  
417 Wayne Ave.  
Defiance, OH 43512

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) To signify changed regulation
- (D) To signify discontinued rate or regulation
- (I) To signify rate increase
- (M) To signify matter relocated without change
- (N) To signify new rate or regulation
- (R) To signify rate reduction
- (S) To signify reissued matter
- (T) To signify a change in text but no change in rate or regulation
- (Z) To signify a correction

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## SECTION 1 - GENERAL REGULATIONS

### 1.1 APPLICATION OF TARIFF

This Tariff contains regulations, rates and charges applicable to the provision of access services by QualStar Communications, Inc. to Customers.

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

## SECTION 1 - GENERAL REGULATIONS

### 1.2 DEFINITIONS

**ACCESS CODE** - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 101XXXX, 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 SUPERVISION** - 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** – QualStar Communications, Inc.

**CUSTOMER** - Any individual, partnership, association, corporation or other entity which subscribes to the services offered under this Tariff, including both Interexchange Carriers and End Users.

**CUSTOMER DESIGNATED PREMISES** - The premises specified by the Customer for termination of Access Services.

**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.

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## SECTION 1 - GENERAL REGULATIONS

### 1.2 DEFINITIONS (Cont'd)

**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.

**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.

**MESSAGE** - A Message is a Call as defined above.

**OFF-HOOK** - The active condition of Switched Access Service or a telephone exchange line.

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## SECTION 1 - GENERAL REGULATIONS

### 1.2 DEFINITIONS (Cont'd)

**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.

**PRESUBSCRIPTION** - An arrangement whereby a Customer selects and designate to the Company or other LEC a carrier he or she wishes to access, without an access code, for completing interLATA and/or intraLATA toll calls. The selected carrier is referred to as the Primary Interexchange Carrier (PIC).

**PRIMARY INTEREXCHANGE CARRIER (PIC)** - The interexchange carrier (IXC) designated by the Customer as its first routing choice and primary overflow carrier for routing of 1+ direct dialed and operator assisted non-local calls.

**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.

**SWITCHED ACCESS** - Where originating or terminating access between an end user and an interexchange carrier is provided via Feature Group facilities, circuits or channels provided by a local exchange carrier. A method of reaching the Customer's communication and switching systems whereby the End User is connected to the Customer's Point of Presence or designate using services of the local switched network.

**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.

## SECTION 1 - GENERAL REGULATIONS

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1.2 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.

WIRE CENTER - A physical location in which one or more central offices, used for the provision of exchange service ,are located.

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SECTION 1 - GENERAL REGULATIONS

## 1.3 UNDERTAKING OF THE COMPANY

The Company shall be responsible only for the installation, operation and maintenance of service which it provides and does not undertake to transmit messages under this Tariff.

Services provided under this Tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this Tariff.

## 1.4 LIABILITY OF THE COMPANY

1.4.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, changing or removing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.

1.4.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof

1.4.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

1.4.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with FCC, or other relevant Commission, rules and regulations.

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#### 1.4 LIABILITY OF THE COMPANY (Cont'd)

1.4.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.

1.4.6 No liability shall attach to the Company by reason of any defacement or damage to the Customer's premises resulting from the existence of the Company's equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the gross negligence or intentional misconduct of the Company or its employees.

1.4.7 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

1.4.8 The Company makes no warranties or representations express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

1.4.9 Failure by the Company to assert its rights under a provision of this tariff does not preclude the Company from asserting its rights under other provisions.

Approval of Limitation of Liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 USE OF FACILITIES AND SERVICE

#### 2.1.1 Use of Service

- A. Service may be used for any lawful purpose by the Customer or by any End User.
- B. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- C. Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state and local laws.
- D. Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

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SECTION 2 - RULES AND REGULATIONS

## 2.1 USE OF FACILITIES AND SERVICE (Cont'd)

## 2.1.2 Limitations

- A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this Tariff.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this Tariff), or when service is used in violation of provisions of this Tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this Tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- E. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

## 2.1.3 Customer-Authorized Use

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

## SECTION 2 - RULES AND REGULATIONS

### 2.1 USE OF FACILITIES AND SERVICE (Cont'd)

#### 2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

### 2.2 MINIMUM PERIOD OF SERVICE

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges per Section 4 are applicable, whether the service is used or not.

## SECTION 2 - RULES AND REGULATIONS

## 2.3 PAYMENT FOR SERVICE RENDERED

2.3.1 Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. In the event that the Company incurs fees or expenses collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the overdue charges accruing at the rate of 1.5% per month or the highest rate allowed by law, whichever is lower. Collection fees on overdue charges shall begin to accrue when the Account is assigned to an outside collection agency. Such collection fees are separate and distinct from other costs incurred in collecting charges owed to the Company.

2.3.2 The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users or customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company in accordance with Section 2.6 following.

2.3.3 The Company reserves the right to assess a service charge equal to \$30.00, or the actual fee incurred by company from a bank or other financial institution, whichever is greater, whenever a check or draft presented for payment of service is returned by a 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 other financial institution.

## 2.3.4 Application of Late Payment Charge

A late payment charge of 1.5% per month, or the highest rate permitted by applicable law, whichever is less, shall be due to the Company for any billed amount for which payment has not been received by the Company within thirty (30) days of the invoice date of the Company's invoice for service, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. If the payment due date falls on a Saturday, Sunday, legal holiday or other day when the offices of the Company are closed, the date for acceptance of payments prior to assessment of any late payment fees shall be extended through to the next business day.

## SECTION 2 - RULES AND REGULATIONS

## 2.4 DEPOSITS

- 2.4.1 The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, as in the case of a proven history of late payments, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall not exceed two times the anticipated monthly recurring revenue to be paid by the Customer. All deposit amounts, refunds and interest payments will comply with the PUCO Rules and Regulations governing telephone utilities.
- 2.4.2 The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make an increased or additional security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges.
- 2.4.3 The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation. A deposit shall only be applied to the indebtedness of the customer for jurisdictional telecommunications services of the provider.
- 2.4.4 The company will pay interest at the rate permitted by law.

## SECTION 2 - RULES AND REGULATIONS

### 2.5 ADVANCE PAYMENTS

RESERVED FOR FUTURE USE

### 2.6 DISPUTED BILLS

- 2.6.1 In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim.
- 2.6.2 If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- 2.6.3 If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late payment penalty as set forth herein.
- 2.6.4 If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in herein
- 2.6.5 If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.
- 2.6.6 The Customer shall notify the Company of any disputed items on an invoice within ninety (90) days of receipt of the invoice.
- 2.6.7 If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules and procedures. The address of the Commission is as follows:

Public Utilities Commission of  
Ohio  
180 East Broad Street  
Columbus, OH 43215-3793

## SECTION 2 - RULES AND REGULATIONS

### 2.7 INSPECTION, TESTING AND ADJUSTMENT

- 2.7.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.7.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
- 2.7.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

## SECTION 2 - RULES AND REGULATIONS

### 2.8 SUSPENSION OR TERMINATION OF SERVICE

#### 2.8.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid.

Suspension or termination shall not be made until:

- A. At least 10 days after written notification has been served personally on the Customer, or at least 20 days after written notification has been mailed to the billing address of the Customer or;
- B. At least 10 days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.

Access service shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business.

## SECTION 2 - RULES AND REGULATIONS

### 2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

#### 2.8.2 Exceptions to Suspension and Termination

Access service shall not be suspended or terminated for:

- A. Nonpayment of bills rendered for charges other than access service or deposits requested in connection with access service;
- B. Nonpayment for service for which a bill has not been rendered;
- C. Nonpayment for service which have not been rendered;
- D. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.
- E. Access service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

## SECTION 2 - RULES AND REGULATIONS

### 2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

#### 2.8.3 Verification of Nonpayment

Access service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless The Company has verified, in a manner approved by the Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice.

## SECTION 2 - RULES AND REGULATIONS

### 2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

#### 2.8.4 Termination for Cause Other Than Nonpayment

##### A. General

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification.

## SECTION 2 - RULES AND REGULATIONS

### 2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

#### 2.8.4 Termination for Cause Other Than Nonpayment (Cont'd)

##### B. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of Tariff charges;
2. Permitting fraudulent use.

##### C. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service.
2. In the event that access service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:
  - a. No charge shall apply for the period during which service had been terminated, and
  - b. A Reconnection charge of \$50.00 will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

## SECTION 2 - RULES AND REGULATIONS

### 2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

#### 2.8.4 Termination for Cause Other Than Nonpayment (Cont'd)

##### D. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

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SECTION 2 - RULES AND REGULATIONS

## 2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

## 2.8.5 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

## 2.9 CANCELLATION OF SERVICE BY THE CUSTOMER

## 2.9.1 General

- A. Customers of the Company's service may cancel service by providing the Company with written notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.
- B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.

## 2.9.2 Cancellation of Application for Service

- A. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

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SECTION 2 - RULES AND REGULATIONS

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## 2.9 CANCELLATION OF SERVICE BY THE CUSTOMER (Cont'd)

### 2.9.2 Cancellation of Application for Service (Cont'd)

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

## 2.10 CANCELLATION OF SERVICE BY THE COMPANY

2.10.1 Service continues to be provided until canceled by the Customer pursuant to Section 2.9 or until discontinued by the Company. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this tariff

2.10.2 The Company may refuse or discontinue service to a Customer without notice under the following conditions:

- A. For violation of law or this tariff; Except as provided elsewhere in this tariff, the Company may refuse, suspend or cancel service, without notice, for any violation of terms of this tariff, for any violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service or prohibits Customer from subscribing to, using, or paying for such service.
- B. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Company may refuse, suspend or cancel service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
- C. In the event of a national or local emergency in which the Company has reason to believe that its services may be used for causing terrorist acts or harm to citizens.

## SECTION 2 - RULES AND REGULATIONS

### 2.10 CANCELLATION OF SERVICE BY THE COMPANY (Cont'd)

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2.10.2 (Cont'd)

- D. In the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- E. In the event of tampering with the equipment or services of the Company or its agents.
- F. In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, to the extent that Company opts to restore such service, require the Customer to make, at Customer's own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- G. If any of the facilities, appliances, or apparatus on Customer's premises are found to be unsafe or causing harm to the Company's facilities, and may refuse to furnish service until the applicant or Customer shall have remedied the condition.

2.10.3 The Company may refuse or discontinue service provided that, unless otherwise stated, the Customer shall be given five (5) days written notice to comply with any rule or remedy any deficiency:

- A. For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is past due.
- B. For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, may, at the Company's discretion, be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.
- C. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- D. For Customer use or Customer's permitting use of obscene, profane or grossly abusive language over the Company's facilities, and who, after five (5) days notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.

## SECTION 2 - RULES AND REGULATIONS

### 2.10 CANCELLATION OF SERVICE BY THE COMPANY (Cont'd)

#### 2.10.3 (Cont'd)

- 
- E. For use of telephone service for any property or purpose other than that described in the application.
  - F. For Customer's breach of any contract for service between the Company and the Customer.
  - G. For periods of inactivity in excess of sixty (60) days.

## 2.11 OBLIGATIONS OF THE CUSTOMER

### 2.11.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this Tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

### 2.11.2 Ownership of Facilities

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

## SECTION 2 - RULES AND REGULATIONS

### 2.11 OBLIGATIONS OF THE CUSTOMER (Cont'd)

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2.11.3            Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this Tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

2.11.4            Testing

The services provided under this Tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2.11.5            Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.11.6            Network Contingency Coordination

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

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SECTION 2 - RULES AND REGULATIONS

## 2.11 OBLIGATIONS OF THE CUSTOMER (Cont'd)

## 2.11.7 Jurisdictional Reports

- A) For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. For originating access minutes, the projected interstate percentage will be developed on a monthly basis by end office trunk group when the Feature Group D Switched Access Service access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes, the Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the Feature Group D terminating access minutes for each account to which the Customer may terminate traffic.

If the Customer has no originating traffic within the end office for which sufficient call detail exists to develop a PIU factor, and the Customer has not supplied a PIU factor on either the quarterly update report or the Access Service Request, the Company will designate a PIU factor which is based on the prior three months' actual usage for Feature Group D terminating access minutes. For originating Toll Free access minutes, where the call detail is insufficient to determine the jurisdiction of the call, the Customer shall provide the Company with a projected PIU factor. If such a PIU has not been provided for Toll Free access minutes, the Company will designate the default PIU factor which is based on the prior three months' actual usage. This factor will be applied to the next billing cycle and continue until the Customer provides a PIU factor. When the Customer does provide the PIU factor, the Company will update the customer's PIU factors within fifteen (15) business days.

- B) For purposes of developing the projected interstate percentage, the Customer shall consider every call that enters the Customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the Customer's network at a point in a state different from the state in which the called station is located to be interstate.
- C) These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received

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2.11 OBLIGATIONS OF THE CUSTOMER (Cont'd)

## 2.11.7 Jurisdictional Reports (Cont'd)

- D) The projected interstate percentage of use will be used to determine the charges as follows:

The number of access minutes for a trunk group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes - interstate access minutes = intrastate access minutes). The intrastate access minutes for the group will be billed as set forth in Section 10 following.

- E) Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in Section 2.3.3(A) preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 2.3.3(A) preceding.
- F) The Customer reported projected interstate percentage of use as set forth in Section 2.3.3(A) preceding will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Groups B or D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in Section 2.3.3(A) preceding. Where call detail is insufficient to make such a determination, the Customer will be requested to project a interstate percentage of use to be used by the Company for such apportionment.

## SECTION 2 - RULES AND REGULATIONS

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2.11 OBLIGATIONS OF THE CUSTOMER (Cont'd)

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### 2.11.7 Jurisdictional Reports (Cont'd)

- G) The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.
- H) The Customer may provide an additional percentage of interstate use for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group B or Feature Group D aggregated percentage of interstate use.

### 2.11.8 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 provided in the reports as set forth herein will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as Intrastate is applied in the following manner:

- A) For nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the state Tariff rate per element.
- B) For usage sensitive chargeable rate elements, multiply the percent Intrastate use times actual use (measure or Company assumed average use) times the stated rate.

## SECTION 2 - RULES AND REGULATIONS

### 2.12 AUTOMATIC NUMBER IDENTIFICATION

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**2.12.1 General**

This option provides the automatic transmission of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling station. The 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, where technically feasible, with (2) all individual transmission paths in a trunk group between an access tandem and a Customer's premises.

Additional ANI information digits are available with Feature Group D only. These information digits will be transmitted as agreed to by the Customer and the Company.

## SECTION 2 - RULES AND REGULATIONS

### 2.12 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)

#### 2.12.3 Regulations

The Company will provide Automatic Number Identification (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.

## SECTION 2 - RULES AND REGULATIONS

### 2.12 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)

#### 2.12.3 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. Telephone Corporations must make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.
- F. 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 or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.
- G. The ten digit ANI telephone number is only available with Feature Group D. The ten digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number. The ten 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).

## SECTION 2 - RULES AND REGULATIONS

### 2.12 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)

#### 2.12.3 Regulations (cont'd)

- H. 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.

#### 2.12.4 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.

### 2.13 DETERMINATION OF MILEAGE

Service for which rates are mileage sensitive are rated on the airline distance between the Company's switch location and Customer-designated premises or the end office of the Customer-designated premises.

## SECTION 2 - RULES AND REGULATIONS

## 2.14 CALCULATION OF MILEAGE

Airline mileage, where mileage is the basis for rating calls, is obtained by using the "V" and "H" coordinates assigned to each rate center and contained in NECA FCC Tariff No. 4 or successor Tariffs. To determine the airline distance between any two locations, proceed as follows:

- a. Obtain the "V" and "H" coordinates for each location. The "V" coordinate is the first four digits in the "VH" column. The "H" coordinate is the next four digits.
- b. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
- c. Square each difference obtained in step b., above.
- d. Add the square of the "V" difference and the "H" difference obtained in step c., above.
- e. Divide the sum of the square 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.

Formula:

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

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SECTION 2 - RULES AND REGULATIONS

## 2.15 ALLOWANCES FOR INTERRUPTION IN SERVICE

## 2.15.1 General

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.15.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., 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 to the Company a service, facility or circuit is inoperative and, if necessary, releases it for testing and repair by the Company, as determined in its sole and reasonable discretion. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, refuses access to its premises for test and repair by the Company, or continues to make voluntary use of the service, 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 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.

## 2.15.2 Limitations of Allowances

- A. No credit allowance will be made for any interruption in service:
  - 1. 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;
  - 2. due to the failure of power, equipment, systems, connections or services not provided by the Company;
  - 3. due to circumstances or causes beyond the reasonable control of the Company;
  - 4. 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;

## SECTION 2 - RULES AND REGULATIONS

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2.15 ALLOWANCES FOR INTERRUPTION IN SERVICE (Cont'd)

## 2.15.2 Limitations of Allowances (Cont'd)

## A. No credit allowance will be made for any interruption in service: (Cont'd)

5. 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;
6. when the Customer is known to have planned or participated in terrorism or in acts that may cause harm to citizens;
7. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
8. that was not reported to the Company within thirty (30) days of the date that service was affected.

## 2.15.3 Application of Credits for Interruptions in Service

- A. Except as provided in Section 2.15.2 A., if a Customer's service is interrupted, and it remains interrupted for eight (8) normal working hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the Customer, when such adjustment exceeds \$1.00.
- B. The amount of adjustment or refund shall be determined on the basis of the known period of interruption; generally beginning from the time the service interruption is first reported. The refund to the Customer shall be a pro rata part of the month's flat rate charges (if any) for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.
- C. For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than eight (8) hours. The Customer shall be credited for an interruption of eight (8) or more hours at the rate of 1/720th of the monthly charge for the services affected for each day that the interruption continues.

## SECTION 2 - RULES AND REGULATIONS

## 2.15 Allowances for Interruptions in Service (Cont'd)

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2.15.3 Application of Credits for Interruptions in Service (Cont'd)

C. (Cont'd)

The formula used for computation of credits is as follows:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be 8 or more)

B = total monthly recurring charge for affected service.

D. No credits will be provided for usage sensitive services.

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## 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 and terminate calls from/to an End User's premises to/from a Customer's premises in the LATA where it is provided.

The application of rates for Switched Access Service is described in Sections 3.5 and 3.6 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 CATEGORIES

There are three rate categories which apply to Switched Access Service:

- Local Switching
- Local Transport

#### 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.

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.

## SECTION 3 - SWITCHED ACCESS SERVICE

## 3.2 RATE CATEGORIES (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.

The Company will work cooperatively with the Customer in determining (1) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (2) the directionality of the service.

## A. Transmission Paths

The number of Transport transmission paths provided is based on the Customer's order and is determined by the Company. The following paragraphs describe the Local transport rate elements:

Local Transport-	Entrance Facility
	Tandem Switched Transport
	Direct Trunked Transport

## A.1. Local Transport-Entrance Facility

A Local Transport-Entrance Facility provides the communications path between a Customer's premise and the Company serving wire center of that premises for the sole use of the customer. The Local Transport-Entrance Facility category is comprised of a DS1 rate. A Local Transport-Entrance Facility is required whether the customer's premises and the serving wire center are located in the same or different buildings.

## SECTION 3 - SWITCHED ACCESS SERVICE

## 3.2 RATE CATEGORIES (Cont'd)

## 3.2.2 Local Transport

## A.2. Local Transport-Tandem Switched Transport

a. The Tandem Switching element includes the access tandem switching associated with the Tandem Switched Transport traffic and is assessed per access minute of use switched through the tandem.

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

c. The Tandem Switched Transport Facility element includes the distance sensitive portion of Switched Transport and is assessed on a per access minute of use per mile basis.

d. Tandem Switched Transport requires dedicated tandem trunk ports, end office trunk ports, and common multiplexing.

e. A Dedicated Tandem Trunk Port is provided for all facilities terminated on the serving wire center side of the access tandem when the customer has requested tandem routing.

f. Common multiplexing is provided on a usage sensitive basis in conjunction with Tandem Switched Transport. Switched access facilities are connected to the tandem as DS1/T-1 circuits. Multiplexing is required to convert common switched facilities from an operating speed of 44.736 Mbps to an operating speed of 1.544 Mbps.

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

### SECTION 3 - SWITCHED ACCESS SERVICE

#### 3.2 RATE CATEGORIES (Cont'd)

##### 3.2.2 Local Transport

##### A.3. Local Transport- Direct Trunked Transport

(a) The Local Transport-Direct Trunked Transport provides the transmission path from the serving wire center of the Customer's premises to an end office as an option from the service wire center to a tandem. This transmission path is dedicated to the use of a single customer.

(b) The Local Transport-Direct Trunked Transport rate category is comprised of the sum of a monthly fixed rate and a monthly per mile rate based on the facility provided.

#### 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.

## SECTION 3 - SWITCHED ACCESS SERVICE

## 3.3 OBLIGATIONS OF THE COMPANY (Cont'd)

## 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. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

## SECTION 3 - SWITCHED ACCESS SERVICE

## 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 routine 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.

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## SECTION 3 - SWITCHED ACCESS SERVICE

### 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 Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable.

##### (A) Jurisdictional Reports

When a Customer orders Switched Access Service for both Intrastate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2 preceding. Charges will be apportioned in accordance with those reports.

##### (B) Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company option to ensure acceptable service levels

#### 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.

## SECTION 3 - SWITCHED ACCESS SERVICE

### 3.5 RATE REGULATIONS

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

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

#### 3.5.1 Minimum Periods

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

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SECTION 3 - SWITCHED ACCESS SERVICE

## 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 10 days. If a Customer or End User is unable to accept Access Service within 30 calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

## .1 Prior to Firm Order Confirmation Date

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

## .2 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 charge equal to the cost incurred in such installation less net salvage, or the charge for the minimum period.

## 3.6 PRESUBSCRIPTION

3.6.1 Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IXC) to access, without an access code, for interstate interLATA calls subject to the Company's FCC Access Tariff. This IXC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select as its PIC the Company, or any other IXC that orders originating Feature Group D Switched Access Service at the end office that serves the end user. After the end user's initial selection of a predesignated IXC, for any additional change in selection, a non-recurring charge, as set forth in the "Rates" Section, applies.

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SECTION 3 - SWITCHED ACCESS SERVICE

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417 Wayne Ave.  
Defiance, OH 43512

### 3.6 PRESUBSCRIPTION (Cont'd)

3.6.2 At the request of a new or existing end user served by a Feature Group D end office, the Company will provide a list of IXC's the end user may select as its PIC. At no additional charge for the initial selection, the customer may choose either of the following options.

- Designate an IXC as a PIC and dial 10XXX or 101XXXX to reach other IXC's.
- Designate that they do not want to be presubscribed to any IXC and choose to dial 10XXX or 101 XXXX for all calls to all IXC's.

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

### 3.7 ACCESS ORDERING

#### 3.7.1 General

- A. Customers may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.
- B. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.
- C. The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:
  - 1. Customer name and Premises address(es);
  - 2. Billing name and address (when different from Customer name and address); and

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SECTION 3 - SWITCHED ACCESS SERVICE

## 3.7 ACCESS ORDERING (Cont'd)

## C. (Cont'd)

3. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

## 3.7.2 Access Service Date Intervals

- A. Access Service is provided with Standard or Negotiated Intervals.
- B. The Company will specify a firm order confirmation date and Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions;
  1. For service provided under a Standard Interval; The Standard Interval for Switched Service will be sixty (60) business days from the Application Date. This interval only applies to standard service offerings where there are pre existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.
  2. For service provided under a Negotiated Interval: The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six (6) months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date, except as otherwise agreed by the Company in writing. The Company will negotiate a Service Date interval with the Customer when;
    - (a) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
    - (b) There is no existing facility connecting the Customer Premises with the Company; or

## SECTION 3 - SWITCHED ACCESS SERVICE

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### 3.7 ACCESS ORDERING (Cont'd)

#### 3.7.2 Access Service Date Intervals (Cont'd)

- (c) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if additional engineering or special construction is required to complete the order); or
- (d) The Company determines that Access Service cannot be installed within the Standard Interval.

C. All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

#### 3.7.3 Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

### 3.8 TYPES OF CHARGES

- 3.8.1 Nonrecurring charges are one-time charges that apply for a specific work activity (e.g., installation or change to an existing service). Non-recurring charges may apply for installation of service, installation of optional features and service rearrangements.
- 3.8.2 Recurring Charges are flat monthly rates that apply for each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have thirty (30) days.
- 3.8.3 Usage Charges are rates that apply only when a specific rate element is used. These are applied on a per-access minute, a per-call or per-query basis. Usage rates are accumulated over a monthly period.

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## SECTION 4 - RATES AND CHARGES

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4. RATES AND CHARGESRecurring Charges

## LOCAL TRANSPORT

Tandem-Switched Termination (per access minute)	NOTE 1
Tandem-Switched Facility (per access minute per mile)	NOTE 1
Tandem Switching (per access minute per tandem)	NOTE 1
Common Transport Multiplexing (per access minute)	NOTE 1
Common Trunk Port (per access minute)	NOTE 1

Non-recurring Charges

## Access Order Charge

Switched Access - Per Order	\$ 150.00
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## Service Date Change Charge

Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The Access Order Charge as specified preceding does not apply.

Per Order	\$ 50.00
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Service Date Change – Additional Dispatch Charge, Per Occurrence	\$ 150.00
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Note 1- the Company's switched access rates mirror the current intrastate switched access rates of the Underlying Incumbent Local Exchange Companies ("ILEC") which serves the territory in which the traffic originates or terminates, as set forth in that ILEC's PUCO Switched Access Tariffs (AT&T Ohio Tariff No. 20, Part 21 and Verizon North's Ohio Tariff No. 2).

## SECTION 4 - RATES AND CHARGES

4. RATES AND CHARGES (Cont'd)

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Presubscription

- A) Authorized PIC Change  
-Per Telephone Exchange Service  
Line or Trunk, manual \$5.50

- B) Simultaneous Intrastate and Interstate PIC Change

When both the interstate and intrastate PIC is changed simultaneously, 50% of the Authorized PIC Change Charge is waived.

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**Case No(s). 09-0163-TP-ATA**

Summary: Tariff Revised Access Tariff pursuant to 4901:1-6-10(E)(1) and requested modifications from staff electronically filed by Mrs. Terri K Firestein on behalf of QualStar Communications, Inc.