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**Filing II**

July 30, 2008

Ms. Reneé Jenkins  
Secretary, Public Utilities Commission of Ohio  
180 East Broad Street, 13th Floor  
Columbus, Ohio 43215-3793

RE: Case No. 08-766-TP-ACE  
Case No. 90-9361-TP-TRF  
Cox Ohio Telcom, L.L.C.  
Final Access Tariff

Dear Ms. Jenkins:

Please find attached a final copy of the Cox Ohio Telcom, L.L.C. d/b/a Cox Communications Tariff, PUCO Tariff No. 1, "Access Service Tariff."

Thank you in advance for your cooperation.

Sincerely yours,

/s/

Stephen M. Howard  
Attorneys for Cox Ohio Telcom, L.L.C.

SMH/jab

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**ACCESS SERVICE**

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**COX OHIO TELCOM, LLC**

This tariff contains the Regulations, Rates and Charges applying to the provision of Access Services within a Local Access Transport Area (LATA) or equivalent market area for Connection to Intrastate Communications Facilities for Customers within the operating territory of Cox Ohio Telcom, LLC, d/b/a Cox Communications, ("Cox") in the state of Ohio.

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Issue Date: June 25, 2008

Effective Date: July 26, 2008

Filed under the authority of the Public Utilities Commission of Ohio,  
In Case No. 08- 766-TP-ACE

By: Ida Bourne  
Cox Communications  
1400 Lake Hearn Drive, Atlanta, Georgia 30319

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**ACCESS SERVICE**

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**CHECK SHEET**

All pages of this Tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

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**ACCESS SERVICE**

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**Application of Access Service Tariff**

The Cox Intrastate Access Service Tariff ("Tariff") sets forth the service offerings, rates, terms and conditions applicable to the furnishing of Intrastate Access Services by COX Ohio Telcom, LLC, d/b/a Cox Communications (hereinafter referred to as "Cox" or "the Company") in the state of Ohio. Services, features and functions will be provided where facilities, including but not limited to, billing and technical capabilities, are available.

The provision of Cox Access Service is subject to existing regulations and terms and conditions specified in this Tariff as well as in the Company's other tariffs or service guides, if applicable, and may be revised, added to, or supplemented by superseding issues.

In addition to the regulations and charges set forth herein, this Tariff is subject to specific regulations as may be prescribed by the state of Ohio.

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**ACCESS SERVICE**

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**Explanation of Symbols and Abbreviations**

**Symbols**

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

- (T) To signify a change to text.
- (C) To signify a correction.
- (D) To signify a discontinued service.
- (I) To signify an increase in rate.
- (M) To signify a moved text.
- (N) To signify a new service.
- (R) To signify a decrease in rate.

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**Explanation of Symbols and Abbreviations**

**Abbreviations**

- CDP - Customer Designated Premises – The premises specified by the Customer for termination of Access Services.
- DS1 - Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.
- DS3 - Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.
- FOC- Final Order Confirmation.
- ICB - Individual Case Basis.
- Kbps - Kilobits per second; 1000s of bits per second.
- LATA - Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.
- LEC - Local Exchange Company.
- Mbps - Megabits per second; millions of bits per second.
- N/A - Not Applicable.
- OCN Optical Carrier Network
- COX - COX Ohio Telcom, LLC

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**ACCESS SERVICE**

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**Section 1 - Definitions**

The following definitions are applicable to this Tariff:

**Access Code** - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXX, 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.

**Account** - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

**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.

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

**Bits Per Second (bps)** - The number of bits transmitted in a one second interval.

**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 communications 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. A path for electrical transmission between two or more points, the path having a bandwidth and termination of the Customer's choosing.

**Commission** - The Public Utilities Commission of Ohio.

**Company** - COX Ohio Telcom, LLC

**Customer** - any other Local Exchange Carrier or Interexchange Carrier, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this Tariff. This does not include end user customers.

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**ACCESS SERVICE**

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**Section 1 - Definitions, Cont'd.**

**Customer Designated Premises (CDP)** - The premises specified by the Customer for termination of Access Services.

**Dedicated Access or Dedicated Transport** - A method for a Customer to directly connect two locations of their choice with dedicated (non-switched) services.

**End User** - Denotes any Customer of an intrastate, interstate or foreign telecommunications service that is not a carrier, except that a carrier other than a LEC or IXC shall be deemed to be an "end user" to the extent that such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services 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.

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

**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 the specified area.

**Facility** - Denotes any cables, 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.

**Holidays** - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**HUB** - The end office from which the Customer Designated Premises would normally obtain dial tone from the company.

**Interexchange Carrier (IC)** - Any individual, partnership, association, corporation or other entity engaged in Interstate or Intrastate interexchange communication for hire by wire or radio between two or more exchanges.

**Interstate** - The term Interstate applies to the regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more location in the United States and one or more international locations.

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**ACCESS SERVICE**

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**Section 1 - Definitions, Cont'd.**

**Intrastate Communications** - Any communications which originates and terminates within the same state.

**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.

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

**On-Net** - Customer or End User locations being served directly by the Company's existing network facilities.

**Off-Net** - customer or end User locations not capable of being served directly by the Company's existing network facilities.

**Originating Direction** - The use of Switched Access Service for the origination of calls from an End User premises to a Customer 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** - The physical space designated by the Customer for the termination of the Company's service.

**Service Wire Center** - The wire center from which the Customer designated premises would normally obtain dial-tone from the Company.

**Special Access** - See Dedicated Access.

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**ACCESS SERVICE**

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**Section 1 - Definitions, Cont'd.**

**Term Agreement** - A method of purchasing the Company's services whereby the Customer agrees to purchase service between specific locations for a specified and mutually agreed upon length of time.

**Terminal Equipment** - Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

**Terminating Direction** - The use of Switched Access Service for the completion of calls from a Customer'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.

**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.

**United States** - The contiguous United States, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

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

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**ACCESS SERVICE**

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**Section 2 - Terms and Conditions**

**2.1 Undertaking of the Company**

**2.1.1 Scope**

1. The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Ohio under the terms of this Tariff.
2. Customers may use services and facilities provided under this Tariff to obtain access to services offered by other service providers. The Company is responsible under this Tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

**2.1.2 Limitation on Service**

1. 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.
2. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, as hereinafter defined, or when service is used in violation of provisions of this Tariff or the law.
3. The Company does not undertake to transmit messages, but offers the use of its service when available, and shall not be liable for errors in transmission or for failure to establish connections.
4. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet regulatory or statutory rules and standards.
5. The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's property, service or economic conditions.

**2.1.3 Assignment or Transfer**

All services provided under this Tariff are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this Tariff shall apply to all such permitted transferees or assignees.

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**ACCESS SERVICE**

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**Section 2 - Terms and Conditions, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.4 Location of Service**

Service originates or terminates at locations within the Commonwealth of Virginia specified in the individual service descriptions in this Tariff.

**2.1.5 Use of Service**

1. Service may be used for any lawful purpose by the Customer or by any End User.
2. Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state or local laws.
3. 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.

**2.1.6 Provision of Equipment and Facilities**

1. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
2. The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.
3. Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.
4. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's employees or its agent to the premises of the Customer when the service difficulty or trouble results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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**ACCESS SERVICE**

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**Section 2 - Terms and Conditions, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.6 Provision of Equipment and Facilities, cont'd.**

5. The Company shall not be responsible for the installation, operation or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

- the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- the reception of signals by Customer provided equipment; or
- network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

**2.1.7 Liability of the Company**

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, or changing 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.
2. In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
3. When the services or facilities of other common carriers or private systems 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 private systems, or their respective agents, servants or employees.
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, acts of God, 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 applicable state or federal laws or regulations.

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**ACCESS SERVICE**

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**Section 2 - Terms and Conditions, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.7 Liability of the Company, cont'd.**

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.
6. When a customer is provided service under this Tariff, the Company shall be indemnified, defended and held harmless by the customer against any claim, loss or damage arising from the customer's use of services offered under this Tariff, involving:
  - A. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;
  - B. Claims for patent infringement arising from the customer's acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by the customer; or
  - C. All other claims arising out of any act or omission of the customer in the course of using services provided pursuant to this Tariff.
7. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to the customer's use of the services so provided.
8. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff. The Company will defend the customer against claims of patent infringement arising solely from the use by the customer services offered under this Tariff and will indemnify such customer for any damages awarded based solely on such claims.
9. The Company's failure to provide or maintain services under this Tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.
10. 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 courts responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

**2.1.8 Discontinuance and Restoration of Service**

Service will continue to be provided until canceled by the Customer, in writing, or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

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**ACCESS SERVICE**

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**Section 2 - Terms and Conditions, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.8 Discontinuance and Restoration of Service, cont'd.**

**1. Cancellation by the Customer**

The Customer may have service discontinued upon written notice to the Company. 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 the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.

**2. Cancellation by the Company**

- A. For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 60 days overdue.
- B. For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.
- C. For any violation of law or of any of the provisions governing the furnishing of service under this Tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, 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.
- D. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.

**3. Restoration of service**

- A. If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected and the Customer pays a deposit at Company's discretion. Nonrecurring charges apply to restored services.
- B. Restoration of disrupted services shall be in accordance with the Federal Communication Commission and Commission's Rules and Regulations, which specify the priority system for such activities.

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**ACCESS SERVICE**

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**Section 2 - Terms and Conditions, cont'd.**

**2.2 Obligations of the Customer**

**2.2.1 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.

**2.2.2 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.

**2.2.3 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 also make necessary arrangements in order that the Company will have access to such equipment space at reasonable times for installation, testing, repair, maintenance or removal of Company service.

**2.2.4 Cancellation of Application for Service**

Where the Customer or applicant cancels an application for service prior receipt of final order confirmation (FOC), or prior to the start of special construction, no charge applies.

Where installation of service has been started (after FOC) prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply, but in no case shall such charge exceed the charge for the applicable installation charges.

Customers shall provide the Company written notification of its intent to discontinue or terminate service(s) prior of the term established for that service. Such written notification shall be received by the Company no later than thirty (30) days prior to the requested termination date.

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**ACCESS SERVICE**

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**Section 2 - Terms and Conditions, cont'd.**

**2.2 Obligations of the Customer, cont'd.**

**2.2.5 Liability of the Customer**

The Customer shall indemnify, defend and hold harmless the Company against:

1. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and
2. Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
3. All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, End Users, or customers, in connection with any service or facilities or equipment provided by the Company.

**2.2.6 Testing**

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

**2.2.7 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.

**2.2.8 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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**ACCESS SERVICE**

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**Section 2 - Terms and Conditions, cont'd.**

**2.2 Obligations of the Customer, cont'd.**

**2.2.9 ASR Requirements**

The Customer shall order all Access Services as described in this Section. Unless otherwise noted elsewhere in this Tariff, all services offered under this Tariff will be ordered using an Access Service Request (ASR). The format and terms of the ASR will follow industry Access Service Order Guidelines.

ASRs for both Switched and Special, must specify the CDP, type of service (e.g. DS1 or DS3), the channel interface, and any optional arrangements desired. In addition, ASRs for Direct-Trunked Transport must specify any Hubs involved and the end office, when direct routing to an end office is desired.

ASRs for Direct-Trunked Transport must also specify the number of trunks at the end office, major traffic types and directionality. Ordered quantities shall be specified by originating and terminating direction and by traffic type (e.g. MTS/MTS-type or WATS/WATS-type). Where the Customer desires to segregate its originating traffic into separate trunk groups by type of traffic, the Customer must specify the ordered quantities by trunk group and by traffic type.

When a Customer orders Switched Access for mixed interstate and intrastate usage, the Customer shall provide an estimate of the total usage which will be interstate by traffic type, e.g. 1+, 011+, 8XX, 500/700 service. If the Customer fails to provide this estimate, all usage will be allocated as 50% interstate and 50% intrastate. The Customer or the Company allocated percentages will be used as a basis of the jurisdictional determination for billing purposes of all charges until the service is activated and a more accurate determination can be provided as specified in Sections 2.2.10, Jurisdictional Report Requirements, and 2.2.11.1, Determination of Interstate Charges for Mixed Interstate and Intrastate Switched Access, following.

**2.2.10 Jurisdictional Report Requirements**

**1. Jurisdictional Reports**

**A. Percent Interstate Usage (PIU)**

1. For purposes of developing the projected interstate percentage for FGD, the Customer shall consider every call that originates from a calling party in one state and terminates to a called party in a different state to be interstate communications. The customer shall consider every call that terminates to a called party within the same state as the state where the calling party is located to be intrastate communications. The manner in which a call is routed through the telecommunications network does not affect the jurisdiction of a call, i.e., a call between two points within the same state is an intrastate call even if it is routed through another state.

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**ACCESS SERVICE**

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**Section 2 - Terms and Conditions, cont'd.**

**2.2 Obligations of the Customer, cont'd.**

**2.2.10 Jurisdictional Report Requirements, cont'd.**

**1. Jurisdictional Reports, cont'd.**

A. Percent Interstate Usage (PIU)

2. When the Company receives sufficient call detail to permit it to determine the jurisdiction of some or all originating and terminating access minutes of use, the Company will use that call detail to render bills for those minutes of use and will not use Customer reported Percent Interstate Usage (PIU) factors to determine the jurisdiction of those minutes of use.

Where the Company does not have sufficient call detail to permit it to determine the jurisdiction of some or all originating and terminating access minutes of use, the Company will:

- Apply the PIU based on the latest jurisdictional report as provided by the Customer and as set forth in C. following.
- Where the Customer has not provided a jurisdictional report, the Company shall use the original estimate of total usage as set forth in 2.2.9, ASR Requirements, preceding.
- Where no estimate of total usage has been provided, the PIU shall be allocated as 50% interstate and 50% intrastate.

The information used will be used until the Customer provides an updated PIU factor as set forth in 3 of this subsection A, following. No prorating or back billing will be done based on the updated report.

3. When the Customer initially orders Switched Access Service(s) the Customer will state in its order (Access Service Request "ASR") a PIU factor. This factor will be used by the Company as the customer-provided PIU factor until the Customer provides updated PIU factors as required in this subsection. For each service listed below, the customer may provide separate PIU factors in accordance with 1 and 2 of this subsection A, preceding.

When a Customer submits an order for Switched Access services, the Customer must state the Percentage Interstate Usage (PIU) on a statewide, or at a minimum at a LATA level.

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**ACCESS SERVICE**

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**Section 2 - Terms and Conditions, cont'd.**

**2.2 Obligations of the Customer, cont'd.**

**2.2.10 Jurisdictional Report Requirements, cont'd.**

**1. Jurisdictional Reports, cont'd.**

A. Percent Interstate Usage (PIU), cont'd.

3., cont'd.

When the Customer provides PIU factors, the Company will subtract the developed PIU from 100 and the difference is the PIU. The sum of the interstate and intrastate percentages will equal 100 percent. The Customer may only provide a PIU factor that is a whole number (a number from 0 to 100).

Where the Customer provides access services to other carriers, the Customer will develop its projected PIU factor based upon a weighted average of the PIUs of its own and of the other carriers' end user traffic in accordance with the procedures below.

- The PIU will be applied to the appropriate Carrier Common Line, End Office Switching, Information Surcharge, and Interconnection Charge.
- The PIU for Switched Access services must be provided by the Customer of record when used in conjunction with Signaling.

B. Jurisdictional Report Updates

The Customer shall update the interstate and intrastate jurisdictional reports on a quarterly basis. The reports will be based on the prior three months and will be due within fifteen days after the end of the quarter beginning with the completion of the first full quarter of service. These factors will be applied to activity dated on or after the first day of the next calendar month, which begins at least 15 business days after the day on which the revised report or letter is received.

The revised report or letter will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply an updated quarterly report or letter, the Company will assume the Customer-provided PIU factors to be the same as those provided in the last quarterly report or letter accepted by the Company.

For those instances wherein a quarterly report or letter has never been received from the Customer, the Company will apply the factors as set forth in 1.A.2, preceding.

A Customer may file jurisdictional reports aggregated usage at a statewide, or at a minimum LATA level.

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**ACCESS SERVICE**

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**Section 2 - Terms and Conditions, cont'd.**

**2.2 Obligations of the Customer, cont'd.**

**2.2.10 Jurisdictional Report Requirements, cont'd.**

**2. Maintenance of Customer Records**

The Customer shall retain for a minimum of twelve months call detail records that substantiate the interstate percentage provided to the Company as set forth in 2.2.10.1, Jurisdictional Reports, preceding, for Switched Access Service. Such records shall consist of the following:

- A. All call detail records such as work papers and/or backup documentation including paper, magnetic tapes or any other form of records for billed Customer traffic, call information including call terminating address (i.e., called number), the call duration, all originating and terminating trunk groups or access lines over which the call is routed, and the point at which the call enters the Customer's network and;
- B. If the Customer has a mechanized system in place that calculated the PIU, then a description of that system and the methodology used to calculate the PIU must be furnished and any other pertinent information (such as but not limited to flow charts, source code, etc.) relating to such systems must also be made available.

**3. Jurisdictional Reports Verification**

The Company may request the Customer to verify their jurisdictional reports. The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained. The Company will request the Customer to provide the records of call detail and other information as specified in 2.2.10.2, Maintenance of Customer Records, preceding, that the Customer uses to determine the percentage of interstate and intrastate use in some or all of the states where the Customer has provided such factors. No more than one verification request per state will be made per year.

- A. If the PIU factors filed by the Customer cannot be validated by the data provided, and the data provided by the Customer is sufficient to calculate a PIU factor different than the Customer's reported PIU factor, the Company will use these records to:
  - revise the Customer's PIU factor,
  - calculate the interstate and intrastate access charges that should have been billed to the Customer for the prior period specified in 2, Maintenance of Customer Records, of this subsection preceding, that the inaccurate PIUs had been used and debit or credit the Customer for the difference between the charges that should have been billed with the default PIU and the charges that were billed.

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**ACCESS SERVICE**

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**Section 2 - Terms and Conditions, cont'd.**

**2.2 Obligations of the Customer, cont'd.**

**2.2.10 Jurisdictional Report Requirements, cont'd.**

**3. Jurisdictional Reports Verification, cont'd.**

- B. If the Customer fails to supply data as specified in 2, Maintenance of Customer Records, of this subsection, preceding, within 45 calendar days of the Company's request, sufficient for the Company to substantiate or determine PIU factors, then:
1. The Company will apply a default PIU factor of 50% to the traffic for which the Company does not have sufficient call detail to determine the jurisdiction of the traffic ("unknown jurisdiction" usage) (i.e., 50% of the unknown jurisdiction usage will be billed under the interstate jurisdiction and 50% of the unknown jurisdiction usage will be billed under the intrastate tariff) in lieu of the PIU factors last submitted by the Customer.
  2. The Company will apply the default PIU factor to all future access minutes of use with unknown jurisdiction beginning with the first bill date following the 45 calendar day period during which the Customer was to submit the records of call detail requested by the Company. The application of the default PIU factor will continue until the Customer provides the Company with records of call detail or other data that are sufficient for the Company to substantiate the Customer-provided PIU factors.

**4. Contested Jurisdictional Reports**

If the Company determines that the Customer-provided PIUs are inaccurate, after reviewing the data provided by the Customer, then the Company will report the results of the analysis to the Customer by Certified U. S. Mail (return receipt requested). The Company will request that the Customer provide updated PIU factors consistent with those contained in the Company's report.

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**ACCESS SERVICE**

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**Section 2 - Terms and Conditions, cont'd.**

**2.2 Obligations of the Customer, cont'd.**

**2.2.10 Jurisdictional Report Requirements, cont'd.**

**4. Contested Jurisdictional Reports, cont'd.**

If the Company applies the revised or default PIU factor to the Customer's account as provided in 3, Jurisdictional Reports Verification, of this subsection preceding, in lieu of the Customer-provided PIU factor, the Customer may contest application of the default PIU by providing written notification, by Certified U.S. mail (return receipt requested), to the Company within thirty (30) calendar days from the date the revised or default PIU is applied or the date that the Company provides notice to the Customer of its decision to apply the revised or default PIU. The Customer may request that the dispute be resolved by a neutral arbitrator mutually agreed upon by the Company and the Customer. Arbitration is an option of law or at the Virginia State Corporation Commission for resolution of the dispute. The arbitration hearing will be conducted in a state or location within the Company operating territory where the Customer maintains its principal place of business or at a location within the Company's operating territory that is mutually agreed upon by both parties. The arbitration procedures shall be governed by the law, both statutory and case, of the state in which the arbitration hearing is held, including but not limited to the Uniform Arbitration Act, as adopted in that state. The arbitrator shall determine the Customer's PIU for each state for each category of traffic based on the standards in 1, Jurisdictional Reports, of this subsection, preceding.

**2.2.11 Description and Application of Rates**

**1. Determination of Intrastate Charges for Mixed Interstate and Intrastate Switched Access**

When mixed interstate and intrastate Switched Access Service is provided, all charges will be prorated based on the jurisdictional distribution of access minutes as set forth in 2.2.9, ASR Requirements, and 2.2.10, Jurisdictional Report Requirements, preceding. The portion of a Switched Access Service to be charged as intrastate is determined in the following manner.

- For monthly and nonrecurring rate elements, multiply the percent intrastate use times the quantity of each chargeable element times the stated tariff rate per element.
- For usage rated elements, multiply the percent intrastate use times the total usage, either measured or assumed, rounded to whole access minutes times the appropriate tariff rate element.

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**ACCESS SERVICE**

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**Section 2 - Terms and Conditions, cont'd.**

**2.3 Billing and Payment Arrangements**

The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in: (1) a paper format; (2) computer disk only; or (3) via electronic transmission. Such bills are due upon receipt regardless of the media utilized. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage. Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum service period will be prorated to the number of days based on a 30 day month. The Company will upon request and if available, furnish such detailed information as may reasonably be required for verification of billing.

When a Customer makes a payment to the Company in the form of a check, bank draft, credit card, debit card or other non-cash payment method, and the payment is returned to Cox unpaid, a \$30.00 returned item fee may be applied to the Customer's account.

**2.3.1 Taxes**

The Customer is responsible for payment of any sales, use, excise, access, franchise or other local, state and federal taxes, charges, fees or surcharges (however designated), excluding taxes on the Company's net income, imposed on or based upon the provision, sale or use of network services. Where applicable, such taxes will be billed by the Company to the Customer and will be separately stated on the Customer's invoice; provided, however, that the Company will not bill to the Customer such taxes as may be exempted by a tax exemption or resale certificate for operation in any jurisdiction in which the Customer obtains such certificate.

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**ACCESS SERVICE**

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**Section 2 - Terms and Conditions, cont'd.**

**2.3 Billing and Payment Arrangements, cont'd.**

**2.3.2 Payment Due**

All bills for service provided to the Customer by the Company are due (payment date) by the next bill date (same date in the following month as the bill date) and are payable in immediately available funds. If such payment due date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Customer as follows:

1. If such payment due date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday date following such Sunday or Legal Holiday. If such payment due date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.
2. Further, if any portion of the payment is received by the Company after the payment due date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment charge shall be due the Company. The late payment charge shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be 1.5% per month. The late factor will be applied for the number of days from the payment due date to and including the date that the Customer actually makes the payment to the Company.

**2.3.3 Term Agreements**

The Company offers Term Agreements on its Special Access Services wherein the Customer agrees to retain specified Company services for a mutually agreed upon length of time. As specified in negotiated contracts, a Termination Liability charge applies to the early termination of a Term Agreement.

Inclusion of early termination liability by the Company in its tariff or contract does not constitute a determination by the Public Utilities Commission of Ohio (PUCO) that the termination liability imposed by the Company is approved or sanctioned by the PUCO. Customers shall be free to pursue whatever legal remedies they may have, should a dispute arise.

Upon expiration of the Customer's selected initial term, the Customer's Service Agreement shall automatically renew for one (1) year terms unless the Customer or Cox provides the other with written terminating notice at least sixty (60) days prior to the expiration of the then existing term.

All term agreements will be filed with the Commission for approval.

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**ACCESS SERVICE**

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**Section 2 - Terms and Conditions, cont'd.**

**2.3 Billing and Payment Arrangements (Cont'd.)**

**2.3.4 Minimum Period**

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, one month plus installation charges are applicable, whether the service is used or not.

**1. Minimum Period Charge**

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

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

- A. All unpaid Nonrecurring Charges reasonably expended by the Company to establish service to the Customer, plus;
- B. Any disconnection, early cancellation or termination charges reasonably incurred and paid to a third party by the Company on behalf of the Customer, plus;
- C. All Recurring Charges specified in the applicable Service Order for the balance of the ten current minimum period;
- D. Minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

In addition to the Minimum Period Charge, Termination Liabilities may apply for services ordered under a term agreement, if applicable.

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**ACCESS SERVICE**

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**Section 2 - Terms and Conditions, cont'd.**

**2.4 Claims and Disputes**

In the event that a billing dispute occurs concerning any charged billed to the Customer by the Company, the Customer must submit a documented written claim for the disputed amount within sixty (60) days of receipt of billing for the disputed services. If the Customer does not submit a claim as stated above, the Customer waives all rights to file a claim on the disputed amount of that bill cycle thereafter.

Disputes must be sent to the Cox email address on the invoice.

In order for a dispute to be considered "valid", Customers must submit disputes with sufficient documentation to support the claim. Claims with insufficient documentation to process will be rejected by Cox and the Customer will be contacted and notified of such. Payment in full will be expected at that time.

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

**Special Access and Switched Access Circuits**

- The nature of the dispute (i.e., incorrect rate, incorrect circuit; type (incorrect mileage, etc.), including basis for dispute;
- Circuit ID(s)
- Billing Account Number(s) (BANs) assigned by Cox;
- Amount of money in disputed by jurisdiction; and
- Invoice Number.

**Usage**

- Nature of the dispute (i.e. incorrect rate, incorrect minutes-of-use, etc.), including basis for dispute;
- Type of usage (i.e., originating or terminating, direct or tandem routed);
- Cox end office where the OU originated or terminated (if applicable);
- Number of minutes in dispute by jurisdiction, direction and routing method;
- Billing Account Number(s) (BANs) assigned by Cox
- Amounts of money in dispute by jurisdiction
- Invoice Number.

Cox and the Customer shall work cooperatively to resolve the dispute. If additional information from the Customer would assist in resolving the dispute, the Customer may be requested to provide additional information relevant to the dispute. This data may include, but is not limited to summarized usage data by date.

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**ACCESS SERVICE**

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**Section 2 - Terms and Conditions, cont'd.**

**2.4 Claims and Disputes, cont'd.**

If Cox determines that the dispute is not valid and the Customer disagrees with the decision, the parties agree to meet in an attempt to reach an understanding of each party's position and recommendation for resolution by either or both sides and establish a series of follow-up meetings, if necessary. If, after sufficient informal meetings have occurred with no resolution in sight and the parties still disagree on the billing, the Customer and Cox will escalate the dispute as set forth in 2.4.1, following. If the Customer refuses to engage the dispute at its higher level, the Customer will be required to remit payment for the disputed charges, including late payment charges, to Cox by the next billing cycle, or Cox will escalate the dispute as outlined in 2.4.2, following.

**2.4.1** Resolution of the dispute, or a plan to resolve the dispute, is expected to occur at the first level of management within sixty (60) calendar days resulting in a recommendation for settlement of the dispute and closure of the issue. If the dispute is not resolved within the allotted time frame, the following resolutions procedure will be implemented:

1. If the dispute is not resolved within sixty (60) calendar days of receipt of an acceptable documented claim, or ongoing meetings to settle the dispute are not occurring or are deemed non-productive, the dispute will be escalated to the Regulatory contact(s) for each of the respective parties for resolution. If the dispute is not resolved within thirty (30) calendar days after involvement of Regulatory, the dispute will be escalated to the next higher level of management for each of the respective parties for resolution.
2. Each party will provide to the other Party an escalation list for resolving billing disputes at the time the dispute is escalated to their respective Regulatory departments. The escalation list will contain the name, title, phone number, fax number and email address for each escalation point identified in 2.4.1.1 preceding.
3. If the dispute is not resolved within sixty (60) days of receipt of an acceptable documented claim or if either Party is deemed not to be operating in good faith to resolve the dispute, the Formal Dispute Resolution process outlined in section 2.4.3, Formal Dispute Resolution, following may be invoked.

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**ACCESS SERVICE**

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**Section 2 - Terms and Conditions, cont'd.**

**2.4 Claims and Disputes, cont'd.**

**2.4.2 Resolution of Dispute**

1. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, Cox shall credit the Customer's bill for the amount of the disputed charges. No interest credits or penalties will apply.
2. If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive interest credit from the Company for the disputed amount times a late factor as set forth in Section 2.3.2, Payment Due, preceding. Cox will credit the Customer's bill within sixty (60) days of the resolution of the dispute.
3. In the event that the Company agrees to refund a credit as set forth in 2.4.2.2 above by check or wire transfer, interest will be applied up to and including the date of issuance for either the check or wire transfer.
4. 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.
5. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, the Customer shall pay Cox the disputed amount and any associated late payment charges as set forth in section 2.3, Billing and Payment Arrangements, preceding, by the next billing due date after resolution of the dispute.
6. Claims by the Customer for any damages of any kind will not be considered a valid dispute for purposes for this section 2.4.

**2.4.3 Formal Dispute Resolution**

All unresolved disputes arising out of the provision of services under this Tariff may be submitted to the Commission for resolution in accordance with its dispute resolution process. The outcome of such process will be binding on the parties, subject to any right to appeal a decision reached by the Commission under applicable law. The Company and the Customer will notify one another in the event that this route is taken.

**ACCESS SERVICE**

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**Section 2 - Terms and Conditions, cont'd.**

**2.5 Payment of Deposits**

- 2.5.1** 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 to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established credit with the Company and has no history of late payments to the Company.
- 2.5.2** A deposit may not exceed the actual or estimated rates and charges for the service for a two month period for a facility that has a minimum payment period of one month. The fact that a deposit has been made in no way relieves the Customer of its obligations to comply with the Company's requirements as to prompt payment in accordance with the terms of this Tariff.
- 2.5.3** At such time as the provision of the service to the Customer is terminated, the amount of the deposit, if any, held by the Company will be credited to the Customer's account and any credit balance which may remain will be refunded to the Customer. After the Customer has established a one year prompt payment record, such a deposit will be refunded or credited to the Customer's account at any time prior to the termination of the provision of service to the Customer.
- 2.5.4** In the case of a cash deposit held by the Company, the deposit will accrue at a simple interest rate of equal to the rate applicable for the late payment charges set forth in 2.3, Billing and Payment Arrangements, preceding. The simple interest will be applied to the deposit for the number of days from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.
- 2.5.5** If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

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**ACCESS SERVICE**

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**Section 2 - Terms and Conditions, cont'd.**

**2.6 Inspection, Testing and Adjustment**

- 2.6.1** 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 Customer's departure from or the Company's reasonable suspicion of the Customer's departure from any of these terms and conditions.
- 2.6.2** 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 credit is requested by the Customer.

**2.7 Interconnection**

- 2.7.1** Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.
- 2.7.2** Interconnection with the services or facilities of other common carriers or with private systems shall be under the applicable terms and conditions of this Tariff and the other common carrier's tariffs.
- 2.7.3** The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

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**ACCESS SERVICE**

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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 calls from an end user's premises to a Customer's premises and to terminate calls from a customer's premises to an end user's premises in the LATA where it is provided.

The application of rates for Switched Access Service is described in Section 3.4, Rate Categories, 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 Description of Switched Access Service Arrangement(s) and Manner of Provision**

Switched access is furnished in either quantities of trunks via Feature Group D Access as described in Section 3.2.2, Service Descriptions, following.

Trunks are differentiated by type and directionality of traffic carried over a Switched Access Service arrangement. Differentiation of traffic is necessary for the Company to properly design Switched Access Service to meet the traffic carrying capacity requirement of the Customer.

Feature Groups are arranged for originating, terminating or two-way calling, based on the Customer's order specifications. Originating calling permits the delivery of calls from telephone exchange service locations to the Customer's premises. Terminating calling permits the delivery of calls from the Customer's premises to telephone exchange service locations. Two-way calling permits the delivery of calls in both directions, but not simultaneously.

**3.2.1 Manner of Provision**

Switched Access is provided in three service categories. These are Switched Access Feature Group D, Switched Access 500 Access Service, Switched Access 900 Access Service, and 8XX Data Base Query Service.

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**ACCESS SERVICE**

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**Section 3 - Switched Access Service, cont'd.**

**3.2 Description of Switched Access Service Arrangement(s) and Manner of Provision, cont'd.**

**3.2.2 Service Descriptions**

**1. Feature Group D**

A. General

There are various Switched Access features available with Feature Group D (FGD). These features are described in section, 3.3.1, Local Switching-Common Switching Features, following. These features are available at Company equipped end office switches.

1. FGD is provided at Company designated end office switches.
2. FGD is provided as trunk side switching through the use of end office switch trunk equipment.
3. The Company will establish a trunk group or groups for the Customer at end office switches where FGD switching is provided. When required by technical limitations, a separate trunk group will be established for each type of FGD switching arrangement provided. Different types of FGD or other switching arrangements may be combined in a single trunk group at the option of the Company.

B. Originating FGD

1. Originating FGD may be utilized in conjunction with the following access services provided under this Tariff:
  - o 8XX Data Base Query Service
  - o 500 Access Service
  - o 900 Access Service
  - o 950 Access Service
2. The uniform access code for FGD switching is 101XXXX. (The XXXX represents a unique four-digit Carrier Identification Code (CIC) for each access Customer.) This uniform code will be the assigned access number for all FGD Access Service provided to the Customer by the Company. When the 101XXXX access codes are used, FGD switching also provides for dialing the digit 0 for access to the Customer's operator, or 911 for access to the Telephone Company's emergency reporting service. FGD Switched Access Service may be originated by using a 950-XXXX access code if the Customer requests the FGD with 950 Access feature.

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**ACCESS SERVICE**

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**Section 3 - Switched Access Service, cont'd.**

**3.2 Description of Switched Access Service Arrangement(s) and Manner of Provision, cont'd.**

**3.2.2 Service Descriptions, cont'd.**

**1. Feature Group D (FGD), cont'd.**

B. Originating FGD, cont'd.

3. No access code is required for calls to a Customer over FGD Switched Access Service. The Customer's end user is not required to dial an access code for originating 8XX Toll Free or 900 Access Codes. The Company will block 8XX Toll Free, 500 and 900 Access Service calls dialed with an access code.
4. Where no access code is required, the telephone number dialed by the Customer's end user shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP). For international calls outside the NANP, a seven to twelve digit number may be dialed. The form of the numbers dialed by the Customer's end user is NXX-XXXX, 0 or 1 + NXX-XXXX, NPA + NXX-XXXX, 0 or 1 + NPA + NXX-XXXX, and for International Direct Distance Dialing (IDDD), 01 + CC + NN or 011 + CC + NN.

C. Terminating FGD

1. When directly routed to an end office, only those valid NXX codes served by that office may be accessed.
2. Calls in the terminating direction will not be completed to 950-XXXX access codes, local operator assistance (0- and 0+), Directory Assistance, exchange telephone repair service, service code 911 or 101XXXX access codes.

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**ACCESS SERVICE**

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**Section 3 - Switched Access Service, cont'd.**

**3.2 Description of Switched Access Service Arrangement(s) and Manner of Provision, cont'd.**

**3.2.2 Service Descriptions, cont'd.**

**2. Service Access Code (SAC) Access Service**

- A. Service Access Code (SAC) Access Service is provided at Company appropriately equipped end offices.
- B. Originating SAC Access Service is a trunk side switched service that is available to the Customer via SAC Access Service trunk groups. The appropriate Customer Identification Function, as specified in Section 3.2.2.2.F of this subsection, following, must be ordered in conjunction with each SAC Access Service trunk group. SAC Access Service traffic at the option of the Customer can be carried on the same group with non-SAC Access traffic.
- C. The manner in which SAC Access Service is provided is dependent on the status of the end office from which the service is provided (i.e., equipped with equal access or not equipped with equal access capabilities). When SAC Access Service is provided from an end office equipped with equal access capabilities, all such service will be provisioned in accordance with the technical characteristics available with FGD except when more than one Company hub office is employed in the transport of a SAC Access Service call.
- D. For SAC Access Service traffic originating from equal access end offices with the Customer Identification Function capabilities, FGD parameters as specified in 3.2.2.1, Feature Group D, preceding, applies.
- E. 8XX Toll Free Access - Customer Identification Function  
This function utilizes 8XX Data Base Query Service, as described in Section 3.4.3, 8XX Data Base Query Service, following, to screen all ten digits of all 8XX-NXX-XXXX type calls generated by end users to determine the Customer to which the 8XX call is to be routed. This function is provided in conjunction with 8XX Toll Free Access Service.
- F. 500 and 900 Customer Identification Function  
This function provides for screening of the first six digits of all 500 and 900 type calls generated by end users to determine the Customer to which the call is to be routed. This function is provided in conjunction with 500 and 900 SAC Access Services and with FGD.

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**ACCESS SERVICE**

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**Section 3 - Switched Access Service, cont'd.**

**3.3 Switched Access Features**

**3.3.1 Local Switching – Common Switching Features**

**1. Feature Descriptions**

A. Carrier Identification Code (CIC)

- Available with FGD
- This feature permits the Customer to establish or add a CIC, change an existing CIC or delete an existing CIC used in conjunction with the Customer's service.

B. Carrier Identification Code Parameter (CIP)

- Available with FGD that has SS7 Signaling in suitably equipped end office switches.
- Provides for the transmission of the Carrier Identification Code (CIC) to the Customer within the Initial Address Message (IAM) of an originating FGD call. This optional feature transmits the CIC of the presubscribed carrier or the CIC selected when the end user originated a call using a 101XXXX access code. CIP is available at the end office and is billed on a per call basis. Technical Specifications for CIP are set forth in Technical Reference GR-394-CORE.

C. Carrier Selection Parameter (CSP)

- Available with FGD
- Provides for the automatic transmission of a signaling indicator which signifies to the Customer whether or not the call being processed originated from a presubscribed line. If the line was presubscribed, the indicator will signify if the end user did or did not dial 101XXXX. This feature is provided with SS7 signaling.

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**ACCESS SERVICE**

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**Section 3 - Switched Access Service, cont'd.**

**3.3 Switched Access Features, cont'd.**

**3.3.1 Local Switching – Common Switching Features, cont'd.**

**1. Feature Descriptions, cont'd.**

- D. FGD Switched Access with 500 or 950 Access is an optional arrangement that provides for the routing of originating calls using a Customer's 500 or 950 access code(s) to the Customer over the Customer's FGD trunks. All such calls will be rated as FGD switched access calls.

This optional arrangement used FGD signaling protocols and technical specifications. The 500 or 950 traffic can be routed over FGD trunks combined with the Customer's standard FGD traffic directly to the CDP. The Customer must be able to differentiate standard FGD calls from 500 or 950 calls delivered over the same FGD trunks.

E. Calling Party Number

This feature includes the transport in the originating direction of the Calling Party Number (CPN) Parameter where technically feasible and where the Company has made CPN privacy restriction available to the originating end user. The CPN Parameter provides for the automatic transmission of the ten-digit directory number, associated with a calling station, to the Customer's premises for calls originating in the LATA. The ten-digit telephone number consists of the NPA plus the seven digit telephone number, which may or may not be the same number as the calling station's charge number. The CPN will be coded as presented, or restricted via a "privacy indicator" for delivery to the called end user. The CPN Parameter must be transported without alteration or modification to the connecting carrier, the terminating Company, or an end user when the Customer has a direct connection. Customers must honor and transmit the unaltered "privacy indicator" within the CPN Parameter.

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**ACCESS SERVICE**

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**Section 3 - Switched Access Service, cont'd.**

**3.4 Rate Categories**

There are five rate categories which apply to Cox Switched Access Service:

- Switched Access Transport
- Local End Office Switching
- 500 Access Service
- 900 Access Service
- 8XX Data Base Access Service

**3.4.1 End Office Switching**

End office switching denotes the Company switching system where telephone exchange service customer station loops are terminated for purposes of interconnection to trunks. End office switching charges apply on a per-minute of use basis as set forth in Section 3.10 following.

**3.4.2 Switched Access Transport**

The Switched Access Transport rate category provides the transmission facilities and equipment between the Customer's premises and the end office switch(es) or between end office switch(es) and the access tandem.

Switched Access Transport is a two-way communications path comprised of Interoffice facilities (Common Transport) or Direct-Trunked Transport that permit 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's premises to the end office switch), but not simultaneously. The transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry within the frequency bandwidth of approximately 300 to 3000 Hz.

The Company will work cooperatively with the Customer in determining whether the service is to be routed to an end office, whether the service is to be routed via the access tandem, and the directionality of the service.

Switched Access Transport is provided at the rates and charges set forth in 3.10, Rates and Charges, following.

Customers requesting Switched Access Service must specify if Direct-Trunked Transport is desired. If Direct-Trunked Access Transport is requested, the Customer must specify the type of Direct-Trunked Transport facility, i.e., DS3 or DS1 to be used.

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**ACCESS SERVICE**

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**Section 3 - Switched Access Service, cont'd.**

**3.4 Rate Categories, Cont'd.**

**3.4.2 Switched Access Transport, cont'd.**

Switched Access Transport is comprised of a Common Transport rate category or a Direct-Trunked Transport rate category as described below:

**1. Direct-Trunked Transport Usage Rate Category**

Direct-Trunked Transport provides the transmission path between the Customer's premises to an end office or between the Company's end office and an alternate tandem provider's network. The Direct-Trunked Transport facility is capable of carrying a combination of Switched Access traffic types (e.g. FGD, Switched Access 8XX, Switched Access 5XX, and Switched Access 9XX). The facility charges are assessed as monthly recurring charges based on capacity (e.g. Switched DS1 and DS3) ordered. This charge will also apply when the Customer premises and Company are located in the same building. The transmission path is dedicated to the use of a single Customer.

**2. Tandem Routed (Common) Transport Usage Rate Category**

The Tandem Routed Transport rate category provides for transmission facilities between the Company End Office and an alternate tandem provider's network. This rate category is comprised of a Fixed per Minute-of-Use rate element and a Per Minute-of-Use, Per Mile rate element.

**3. Switched Access Transport Facilities**

The types of facilities available to the Customer for Direct Trunked or Tandem Routed Transport Switched Access Service are High Capacity DS1 and DS3. Following is a brief description of each type of facility. Each type has its own characteristics and is available, in suitably equipped offices, with multiplexing options as set forth in 3.4.1.4.A, Multiplexing, following.

A. DS1 Facility

A DS1 facility is capable of transmitting signals at a nominal 1.544 Mbps, with the capability to channelize to 24 voice-frequency transmission paths.

B. DS3 Facility

A DS3 is capable of transmitting signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths.

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**ACCESS SERVICE**

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**Section 3 - Switched Access Service, cont'd.**

**3.4 Rate Categories, Cont'd.**

**3.4.2 Switched Access Transport, cont'd.**

**4. Chargeable Optional Features**

A. Multiplexing

This rate category provides for the multiplexing necessary to channelize digital facilities to individual services requiring a lower capacity or bandwidth. Rates are applied on a per arrangement basis and include fixed monthly recurring and nonrecurring charges as set forth in Section 3.10, Rates and Charges, following.

Multiplexing arrangements ordered with a Direct-Trunked Transport facility at an end office are associated with the facility with the higher capacity or bandwidth (i.e., a DS3 to DS1 multiplexing arrangement is associated with the facility using a DS3 connection).

1. DS3 to DS1

An arrangement which converts a DS3 channel to twenty-eight channels utilizing time-division multiplexing. DS3 to DS1 multiplexing is available as a chargeable optional feature for Direct-Trunked Transport facilities.

**3.4.3 500 and 900 Switched Access Code Access Services**

500 and 900 Access Services are originating services with trunk side switched access service. The services provide a customer identification function based on the dialed NXX. Calls originating in a LATA in which a Customer has not ordered 500 or 900 Access Services will be blocked.

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**ACCESS SERVICE**

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**Section 3 - Switched Access Service, cont'd.**

**3.4 Rate Categories, Cont'd.**

**3.4.4 8XX Data Base Query Service**

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

The 8XX subscriber is responsible for arranging the entry of the various routing instructions discussed herein into the Number Administration Service Center's (NASC's) Service Management System (SMS).

The 8XX Data Base Query Charge is assessed to the 8XX subscriber on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of Ohio. The per query charge is reflected in Section 3.10, Rates and Charges, following.

**3.5 Obligations of the Company**

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

**3.5.1 Network Management**

The Company will administer its network to insure the provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both end users and Customers are able to establish connections with little or no delay encountered within the Company network. The Company maintains the right to apply protective controls, i.e., those actions, such as Call Gapping, which selectively cancel the completion of traffic, over 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.

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**ACCESS SERVICE**

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**Section 3 - Switched Access Service, cont'd.**

**3.5 Obligations of the Company, cont'd.**

**3.5.2 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 trunks 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.

**3.5.3 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. This data provides information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. This data does not include service performance data which is provided under other tariff sections, e.g., testing service results. If the data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

**3.5.4 Trunk Group Measurements Reports**

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

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**ACCESS SERVICE**

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**Section 3 - Switched Access Service, cont'd.**

**3.6 Obligations of the Customer**

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

**3.6.1 Report Requirements**

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

A. ASR Requirements

The Customer shall order all Switched Access as described in Section 2.2.9, ASR Requirements, preceding.

B. Jurisdictional Report Requirements

Provisions for Jurisdictional Report Requirements are as set forth in 2.2.10, Jurisdictional Reports Requirements, preceding.

C. Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, the customer 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 3.5.1, Network Management, may be implemented at the Company's option to ensure acceptable service levels.

**3.6.2 On and Off-Hook Supervision**

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

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**ACCESS SERVICE**

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**Section 3 - Switched Access Service, cont'd.**

**3.7 Rate Regulations**

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

**3.7.1 Types of Rates and Charges**

This section contains the specific regulations governing the rates and charges that apply for Switched Access including SAC Access service and 8XX Data Base Query service.

There are three types of rates and charges that apply to Switched Access Service. They are nonrecurring charges, monthly recurring rates and usages charges. These rates and charges are applied differently to the various rate elements as set forth in the following:

**1. Nonrecurring Charges**

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service.) Nonrecurring charges are applicable for installation of services, installation of features and for certain service rearrangements Switched Access 900 Access Service and 8XX Database Query Service. In addition, an Access Order Charge may be applicable as specified in 3.10, Rates and Charges, following.

A. Installation of New Service

Nonrecurring charges apply to each Switched Access service installed and are applied as set forth in 3.10, Rates and Charges, following.

B. Switched Access Ordering Charge

This charge, applied on a per ASR basis, is associated with the work performed by the Company in connection with the receiving, recording and processing of service requests. The Switched Access Ordering Charge applies to all requests to establish Entrance Facilities and Direct-Trunked Transport Facilities. Where Entrance Facilities and Direct-Trunked Transport Facilities are ordered on a single ASR, only one Switched Access Ordering Charge applies.

The Switched Access Ordering Charge also applies to requests to activate additional trunks and/or for any modifications or changes to existing services that are not considered an administrative change as described in G, Nonrecurring Charge for Service Rearrangements, following.

Changes in name or ownership or transfer of responsibility from one customer to another requires the discontinuance of service and the start of a new service when an interruption or relocation of service is involved.

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**ACCESS SERVICE**

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**Section 3 - Switched Access Service, cont'd.**

**3.7 Rate Regulations, cont'd.**

**3.7.1 Types of Rates and Charges, cont'd.**

**1. Nonrecurring Charges, cont'd.**

C. Nonrecurring Charges for Design Changes

A design change is any change to a pending ASR or a change to an existing service that requires engineering review or change. Design changes may include the addition or deletion of end office services optional arrangements or changes in the signaling arrangements. Design changes do not include a change of facility type, Customer Designated Premises, end user premises, or end office switch. Changes of this nature will require the issuance of a new ASR and the cancellation of the original ASR with the appropriate cancellation charges applied.

The Company will review the requested change and notify the Customer whether the change can be accommodated and if a new service date is required. If the Customer authorizes the Company to proceed with the design change, a Design Change Charge will apply as set forth in Section 3.10, Rates and Charges, following. The Design Change Charge is in addition to any Switched Access Installation or Ordering charges associated with the change requested.

If a change of service date is required, the Service Date Change Charge in 3.10, Rates and Charges, following, will also apply.

D. Nonrecurring Charge for 500 and 900 Access Service NXX Activation Charge

This nonrecurring charge applies for the activation of each 900 Access Service NXX code subsequent to the Customer's initial request for activation of 900 NXX code(s) within the LATA. The charge applies to the activation per NXX code listed on the request per each equal access end office within the LATA. The entity that has been assigned the 900 NXX code(s) will be responsible for the 900 Access Service NXX Activation Charge(s) associated with that code(s).

E. Nonrecurring Charges for 0+900 Access Service Installation

The 0+900 Access Service installation nonrecurring charge applies to Customers who request 0+900 Access Service. The nonrecurring charge will apply on a per end office basis for those end offices within the LATA that require modification to allow 0+900 dialing. The nonrecurring charge will apply whether the request for 0+900 Access Service is concurrent with or subsequent to the initial activations of the NXX code(s).

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**ACCESS SERVICE**

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**Section 3 - Switched Access Service, cont'd.**

**3.7 Rates Regulations, cont'd.**

**3.7.1 Types of Rates and Charges, cont'd.**

**1. Nonrecurring Charges, cont'd.**

F. Nonrecurring Charges for Installation of Features

1. A nonrecurring charge applies, per Carrier Identification Code (CIC), when the following features are installed, whether concurrent with or subsequent to the installation of a trunk or trunk group.

The nonrecurring charge for the following features applies on a per Carrier Identification Code (CIC), per end office basis. When direct routed or tandem routed, the first end office charge always applies. When the feature is requested for multiple end offices on the same access order, the additional end office charge applies per additional end office. If more than one of the asterisked features is requested on the same access order, only the highest end office charge will apply.

Automatic Number Identification  
Carrier Selection Parameter for FGD  
Feature Group D with 500 or 950 Access

2. A nonrecurring charge applies for the installation of the multiplexing feature as follows:

For the DS3 to DS1 multiplexing, a nonrecurring charge always applies to install this feature.

When the nonrecurring charge is applicable, it is applied on a per-multiplexer, per arrangement basis.

3. For all other features not listed above, a nonrecurring charge will apply only when these features are added or changed subsequent to the installation of the trunk.

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**ACCESS SERVICE**

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**Section 3 - Switched Access Service, cont'd.**

**3.7 Rates Regulations, cont'd.**

**3.7.1 Types of Rates and Charges, cont'd.**

**1. Nonrecurring Charges, cont'd.**

G. Nonrecurring Charges for Service Rearrangements

1. Service rearrangements are changes to existing services that do not result in either (1) a change in the minimum period requirements, or (2) a change in the physical location of the point of termination at the Customer's premises or the Customer's end user's premises.
2. Changes that result in (1) the establishment of new minimum period obligations are treated as a discontinuance of the existing service and an installation of a new service and all applicable nonrecurring charges will apply. Changes in (2) the physical location of the point-of-termination are treated as moves as described in 3.7.1.1.H., Nonrecurring Charges for Moves, following.
3. Nonrecurring charges for service rearrangements apply to those additions, changes or rearrangements (excluding disconnection of optional features) made subsequent to the installation of new service.
4. The charge to the Customer for service rearrangement is dependent on whether the change is administrative only in nature or involves an actual technical and/or physical change to the service. When actual physical work is required to rearrange the service, the charge to the Customer is dependent upon where the work is performed to accomplish the requested change.
5. Unless otherwise indicated, rearrangements of trunks, channels or Switched Access Transport facilities will be treated as a discontinuance of the existing service and an installation of a new service and all applicable nonrecurring charges will apply as specified in 3.10, Rates and Charges, following.
6. All other changes to existing services will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charges described in 3.7.1.1.A, Installation of New Service, preceding, will apply for this work activity.

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**ACCESS SERVICE**

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**Section 3 - Switched Access Service, cont'd.**

**3.7 Rate Regulations, cont'd.**

**3.7.1 Types of Rates and Charges, cont'd.**

**1. Nonrecurring Charges, cont'd.**

G. Nonrecurring Charges for Service Rearrangements, cont'd.

7. The following administrative changes will be made without charge to the Customer. However, if the Customer's request requires technician or engineering work to be performed, additional labor or engineering charges will apply as set forth in Section 3.10, Rates and Charges, following. Such changes require the continued provision and billing of the Access Service to the same entity (i.e., Customer remains responsible for all outstanding indebtedness for the Access Service). Administrative changes are as follows:
- Change of Customer name, (i.e., the Customer of record does not change but rather the Customer of record changes its name, e.g., ABC Communications to All Business Concepts Communications),
  - change of Customer's or Customer's end user premises address when the change of address is not a result of a physical relocation of the service,
  - change in billing data (name, address, and contact name or telephone number),
  - change of Customer circuit identification,
  - change in agency authorization,
  - change of Customer's or Customer's end user contact name or contact telephone number,
  - change in jurisdiction,
  - change of transport service type designation (switched to special or vice versa) that does not require a physical change to the service,
  - change in Customer test line number,
  - change in customer billing account number.
8. Rearrangements of Switched Access features will incur nonrecurring charges specific to the feature being rearranged.

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**ACCESS SERVICE**

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**Section 3 - Switched Access Service, cont'd.**

**3.7 Rate Regulations, cont'd.**

**3.7.1 Types of Rates and Charges, cont'd.**

**1. Nonrecurring Charges, cont'd.**

H. Nonrecurring Charges for Moves

A move of services involves a change in the physical location of one of the following:

- The point of termination at the Customer's premises
- The Customer's premises

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below.

1. Moves Within the Same Building

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

2. Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum service period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum service period charges for the discontinued service.

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**ACCESS SERVICE**

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**Section 3 - Switched Access Service, cont'd.**

**3.7 Rate Regulations, cont'd.**

**3.7.1 Types of Rates and Charges, cont'd.**

**2. Monthly Recurring Charges**

Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided, regardless of the rate element usage. Monthly Recurring Charges may be either distance-sensitive or non-distance sensitive. For billing purposes, each month is considered to have 30-days.

A. Switched Access Transport

1. Direct-Trunked Transport

For each Direct-Trunk Transport facility provided, the following rates apply:

- a fixed monthly Facility Termination rate
- a monthly rate per mile
- per minute-of-use usage charges

2. Tandem Routed (Common) Transport

Includes both non-distance and distance sensitive charges and is assessed monthly on a per access minute-of-use basis.

Transport Mileage – includes the distance sensitive portion of Switched Transport and is assessed monthly on a per access minute-of-use, per mile basis.

B. Multiplexing

A monthly rate applies to the multiplexing feature as follows:

- For the DS3 to DS1 multiplexer, a monthly rate always applies and is applied on a per arrangement basis.
- For DS1 to DS0 multiplexing, a monthly rate applies on a per System basis.

C. 500 and 900 SAC Carrier Identification Code (CIC) Activation

The CIC applies on a per query/per completed call basis for the functionality used to identify the access Customer to whom the call is to be delivered.

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**ACCESS SERVICE**

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**Section 3 - Switched Access Service, cont'd.**

**3.7 Rate Regulations, cont'd.**

**3.7.1 Types of Rates and Charges, cont'd.**

**3. Usage Rates**

Usage rates are rates that apply only when a specific rate element is used. These rates are applied on a Per Access Minute of Use and a Per Mile basis or on a Per Call or Query basis. Usage charges are accumulated over a monthly period.

Rounding Recorded Access Minutes

FGD access minutes or fractions thereof (the exact value of the fraction being a function of the switch technology where the recording is made) are accumulated over the billing period for each end office and are then rounded to the nearest access minute for each end office.

A. Feature Group D Usage Measurement

For Originating calls over FGD, usage measurement begins when the last point of switching sends the initial address message to the Customer.

The measurement of originating call usage over FGD ends when the originating FGD entry switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the entry switch.

For terminating calls over FGD, the measurement of access minutes begins when the terminating FGD entry switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the entry switch.

B. 8XX Data Base Query Service

The 8XX Data Base Query Service charge applies for the identification of the appropriate Interexchange Carrier Customer. The charge is assessed to the Interexchange Carrier on a per query basis. The per Query usage charge for 8XX Data Base Query Service are as set forth in 3.10.3, Rates and Charges, following.

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**ACCESS SERVICE**

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**Section 3 - Switched Access Service, cont'd.**

**3.7 Rate Regulations, cont'd.**

**3.7.2 Description and Application of Rates**

**1. Determination of Intrastate Charges for Mixed Interstate and Intrastate Switched Access**

Provision for Determination of Intrastate Charges for Mixed Interstate Access are as set forth in 2.2.10, Jurisdictional Report Requirements, preceding.

**2. NXX Translation Nonrecurring Charge**

The NXX translation Nonrecurring Charge, as set forth in 3.10, Rates and Charges, shall apply to each 500 or 900 NXX code activated or deactivated in a Company switch.

**3. Measuring Access Minutes**

Feature Group D Usage Measurement

For originating calls over FGD with SS7 Out-of-Band Signaling, usage measurement for direct trunks begins when the FGD first point of switching sends an Initial Address Message.

For terminating calls over FGD with SS7 Out-of-Band Signaling, usage measurement begins when the FGD first point of switching receives answer supervision from the end office switch, indicating the terminating end user has answered and ends when the FGD first point of switching receives or sends a Release Message, whichever occurs first.

**4. FGD Switched Access Service with 500-XXXX or 950-XXXX**

When a Customer orders FGD Switched Access Service with 500-XXXX or 950-XXXX Access, as described in 3.2.2, Feature Group D, to be included with the installation of new FGD Switched Access facilities, appropriate Switched Access Installation Charges and Switched Access Ordering Charges will apply.

When a Customer orders FGD Switched Access Service with 500-XXXX or 950-XXXX Access to be added to an existing FGD Switched Access service, only the Switched Access Ordering Charge and the Design Change Charge will apply for the addition of this optional end office service arrangement.

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**ACCESS SERVICE**

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**Section 3 - Switched Access Service, cont'd.**

**3.8 Special Construction**

Special construction or arrangement of facilities may be undertaken by the Company on a reasonable efforts basis at the request of the Customer, and upon a determination by the Company that such charges should apply in that particular instance. Special Construction cases/rates are on an Individual Case Basis. Special Construction is undertaken:

- o where facilities are not presently available;
- o where the service is of a type other than that which the Company would normally utilize in the furnishing of its service;
- o where the service is requested over a route other than that which the Company would normally utilize in the furnishing of its services;
- o where the service is in a quantity greater than that which the Company would normally provide;
- o where service is requested on an expedited basis;
- o where service is requested on a temporary basis until permanent facilities are available;
- o where the service requested involves abnormal costs; or
- o where service is requested in advance of the Company's normal construction schedule.

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**ACCESS SERVICE**

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**Section 3 - Switched Access Service, cont'd.**

**3.9 Maintenance of Service Charges**

1. This service provides for the Labor and Material charges associated with installation, maintenance, testing and repair deemed to be associated with equipment and facilities not provided by the Company or deemed to be non-standard or non-routine.
2. The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer Time and Material Charges listed in Section 6, Additional Engineering, Labor and Other Miscellaneous Services, following, for any maintenance visits with respect to service problems, which are determined to arise from equipment or facilities not provided by Company.
3. When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of Time and Materials Charges as listed in Section 6, following, for the period of time from when the Company personnel were dispatched to the Customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.
4. If the Customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, and the Company agrees to perform the work, the Time and Material Charges listed in Section 6, Additional Engineering, Labor and Other Miscellaneous Services, following, will apply.
5. At the Customer's request, and upon agreement by the Company, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases Time and Material Charges listed in Section 6, Additional Engineering, Labor and Other Miscellaneous Services, following, will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply (may need to specify how the additional charges will be calculated).

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**ACCESS SERVICE**

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**Section 3 - Switched Access Service, cont'd.**

**3.10 Rates and Charges**

**3.10.1 Switched Access Transport**

Cox concurs in the AT&T Switched Transport rates as found in the AT&T tariff, PUCO No. 20.

Rate elements that will apply for Switched Access Transport are as follows:

1. Direct (Dedicated) Trunked Transport Facilities, Monthly Recurring Charges
  - (a) DS1, per DS1, Fixed per Month and Per Mile rates
  - (b) DS3, per DS3, Fixed per Month and Per Mile rates
2. Tandem Routed Transport (Common Transport) Monthly Usage Charges
  - (a) Facility Termination – Fixed, per Minute-of-use, per month
  - (b) Facility Termination – per mile, per minute-of-use
  - (c) Common Multiplexing
3. Switched Transport Optional Features – Multiplexing  
DS1 to DS0 and DS3 to DS1, per arrangement, per Month
4. Installation, nonrecurring charges – none

**3.10.2 Local Switching**

Cox concurs in the AT&T Local Switching rates as found in the AT&T tariff, PUCO No. 20.  
Rate elements that will apply for local switching are as follows:

Carrier Common Line (if applicable), Information surcharge (if applicable), Interconnection Charge, Common Trunk Port and End Office Switching

**3.10.3 800 Database Query**

Cox concurs in the AT&T 800 Database per query charge as found in the AT&T Tariff, PUCO No. 20. This charge will be assessed on a "per query" basis.

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**ACCESS SERVICE**

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**Section 3 - Switched Access Service, cont'd.**

**3.10 Rates and Charges, cont'd.**

**3.10.4 5XX and 9XX Switched Access**

	<u>Nonrecurring Charges</u>
1. Additions or deletions of 500 or 900 Access Service NXX codes routed to a customer, per End Office Switch in which translation changes are required	
(a) Assembly of rate and route pattern in a LATA (applies for initial establishment of service)	\$156.01
(b) Activation or deactivation of 1 <sup>st</sup> Access Service NXX code contained in a request	\$25.09
(c) Assembly of rate and route pattern in a LATA (applies for initial establishment of service)	\$10.04

**3.10.5 Ordering Charges**

Ordering charges are as set forth in Section 5, Ordering Options for Cox Switched and Special Access Services, following.

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**ACCESS SERVICE**

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**Section 3 - Switched Access Service, cont'd.**

**3.10 Rates and Charges, cont'd.**

**Reserved for Future Use**

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**ACCESS SERVICE**

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**Section 4 – Special Access Service**

**4.1 General**

The Company provides intrastate Special Access (a/k/a Dedicated Transport) Service at DS0 through OCN levels. Special Access Service provides a transmission path to connect Customer designated premises, either directly or through a Company Hub where bridging, multiplexing functions are performed. Special Access Service is dedicated to the Customer and the entire usable bandwidth for each service is intended for their exclusive use. Special Access Service includes all exchange access not utilizing Company end office switches. All connections provided by Cox Special Access are provided as digital.

**4.2 On-Net v. Off-Net**

On-Net Services are those which connect two locations which are both directly served by the Company's network. Pricing and regulations pertaining to On-Net Services are described in this tariff.

Off-Net Services are those where one or more locations to be connected is not served directly by the Company's network. Off-Net Service must be provisioned, in part, by another local access provider. In the instances where the Company is able to provide Off-Net Services, the performance parameters and pricing of the Off-Net Services will be passed through to the Customer.

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**ACCESS SERVICE**

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**Section 4 – Special Access Service, cont'd.**

**4.3 Service Configurations**

There are two types of service configurations over which Special Access Services are provided: Two-point service and multi-point service. Cox offers Special Access services at DS1 through OCN levels.

**4.3.1 Two-Point Service**

A two-Point service connection two customer-designated premises either on a directly connected basis or through a Hub where multiplexing functions are performed.

Applicable rate elements are:

- Channel Termination
- Channel Mileage (as applicable)
- Optional Features and Functions

**4.3.2 Multi-Point Service**

Multi-point service connects three or more Customer-designated premises through a Company hub.

Applicable rate elements are:

- Channel Termination (one per Customer-designated premises)
- Channel Mileage (as applicable between each designated Customer-designated premises and the Hub and between Hubs)
- Bridging
- Optional Features and Functions (when applicable)

**4.4 Termination Liability**

The termination liability for services purchased under a Term Agreement will be specified in the contract.

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

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**ACCESS SERVICE**

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**Section 4 – Special Access Service, cont’d.**

**4.5 Rates and Charges**

Cox Special Access Services are available on an individual case basis and shall be filed with the PUCO for approval.

**4.6 Special Construction**

Special construction or arrangement of facilities may be undertaken by the Company on a reasonable efforts basis at the request of the Customer, and upon a determination by the Company that such charges should apply in that particular instance. Special Construction cases/rates are on an Individual Case Basis. Special Construction is undertaken:

1. where facilities are not presently available,
2. where the service is of a type other than that which the Company would normally utilize in the furnishing of its service;
3. where the service is requested over a route other than that which the Company would normally utilize in the furnishing of its services;
4. where the service is in a quantity greater than that which the Company would normally provide;
5. where service is requested on an expedited basis;
6. where service is requested on a temporary basis until permanent facilities are available;
7. where the service requested involves abnormal costs; or
8. where service is requested in advance of the Company's normal construction schedule.

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**ACCESS SERVICE**

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**Section 4 – Special Access Service, cont'd.**

**4.7 Time and Material Service**

This service provides for the Labor and Material charges associated with installation, maintenance, testing and repair deemed to be associated with equipment and facilities not provided by the Company or deemed to be non-standard or non-routine.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer Time and Material Charges listed in Section 6, Additional Engineering, Labor and Miscellaneous Services, following, and for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by Company.

When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of Time and Materials Charges as listed in Section 6 for the period of time from when the Company personnel were dispatched to the Customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

If the Customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, and the Company agrees to perform the work, the Time and Material Charges listed in Section 6 of this Tariff will apply.

At the Customer's request, and upon agreement by the Company, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases Time and Material Charges listed in Section 6, Additional Engineering, Labor and Miscellaneous Services, following, will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply (may need to specify how the additional charges will be calculated).

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**ACCESS SERVICE**

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**SECTION 5 - Ordering Options for Cox Switched and  
Special Access Services**

**5.1 General**

**5.1.1 Scope**

1. This section sets forth the regulations and order related charges for Access Orders for Cox Switched and Special Access services. These charges are in addition to other applicable charges as set forth in other sections of this Tariff.
2. An Access Service Request ("ASR") is an order to provide the Customer with Cox Switched Access service or with Special Access service or to provide changes to existing services.

**5.1.2 Ordering Conditions**

1. A Customer may order any number of services of the same type and between the same locations on a single ASR. All details for services for a particular order must be identical.
2. The Customer shall provide all information necessary for Cox to provide and bill for the requested service. In addition to the order information required in 5.2, Access Service Request ("ASR"), following, the Customer must also provide:
  - Customer name and premises address(s).
  - Billing name and address (when different from customer name and address).
  - Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.
3. Orders for Cox Switched Feature Group D ("FGD") shall be in trunks.
4. The day upon which the Customer has provided to Cox a firm commitment for the service and complete and accurate information to allow for the processing of the Access Order by three o'clock p.m. Eastern Time (ET)<sup>1</sup> is the Application Date.

At the Customer's request, when the Cox facility availability is verified, either a Firm Order Confirmation, which will include critical date information, or a Design and Ordering Confirmation, which will include design as well as critical date information, will be released. Critical date information will include the Service Date. The Service Date is the date service is to be made available to the customer and billing will commence.

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<sup>1</sup> ASRs received after three o'clock P.M. ET will be processed the next business day, which will be the Application Date.

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**ACCESS SERVICE**

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**SECTION 5 - Ordering Options for Cox Switched and  
Special Access Services**

**5.1 General, cont'd.**

**5.1.3 Provision of Other Services**

1. Testing Service, Additional Engineering, Additional Labor and Special Facilities Routing shall be ordered with an ASR as set forth in 5.2, ASR Service Request ("ASR"), following. The rates and charges for these services, as set forth in other sections of this Tariff, will apply in addition to the ordering charges set forth in this section and the rates and charges for the Access Service with which they are associated.
2. With the agreement of the Company, the items listed in A. preceding may subsequently be added to the ASR at any time, up to and including the service date for the Access Service. When added subsequently, charges for a design change as set forth in 5.2.3, ASR Modification, following will apply when an engineering review is required.
3. Additional Engineering is not an ordering option, but will be applied to an ASR when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will only be required as set forth in Section 6 of this Tariff. When it is required, the Customer will be so notified and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineering, a firm order will be established. If the Customer does not want the service or facilities after being notified that Additional Engineering of Company facilities is required, the order will be withdrawn and no charges will apply. Once a firm order has been established, the total charge to the Customer for the Additional Engineering may not exceed the estimated amount by more than 10 percent.
4. The regulations, rates and charges for Additional Engineering are as set forth in Section 6 of this Tariff and are in addition to the regulations, rates and charges specified in this section.

**5.1.4 Special Construction**

1. Special Construction is not an ordering option, but may be applied to an ASR when the Company determines special construction is necessary to accommodate a Customer request. When special construction is required, the Customer will be so notified and will be furnished with a written statement setting forth the justification for the special construction as well as an estimate of the charges. If the Customer agrees to the special construction, a firm order will be established. If the Customer does not want the service or facilities after being notified that special construction is required, the order will be withdrawn and no charges will apply. The regulations, rates and charges for Special Construction are set forth in Sections 3 and 4, Switched Access Service and Special Access Service, respectively, of this Tariff and are in addition to the regulations, rates and charges specified in this section.

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**ACCESS SERVICE**

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**SECTION 5 - Ordering Options for Cox Switched and  
Special Access Services**

**5.2 Access Service Request ("ASR")**

An Access Service Request "ASR" is used by the Company to provide to Customer Access Service as follows:

- Switched Access services as set forth in Section 3, of this Tariff.
- Special Access services as described in Section 4, of this Tariff.
- Other Services as set forth in 5.1.3, Provision of Other Services, preceding.

**5.2.1** When submitting an ASR for Access Service, the Customer must provide, at a minimum, the following information:

**1.** The number of Switched Access FGD trunks

- For trunks ordered to an end office, the end office;
- An estimate of the amount of traffic it will generate to and/or from each end office (to assist the Company in its own efforts to project further facility requirements);
- Switched Access Transport Options, if any;
- Local Switching Options, if any;
- Traffic type using the categories specified in Section 3, Switched Access Service, of this Tariff, to enable efficient provisions and billing functions;
- provide Connecting Facility Assignment (CFA), if associated with a high capacity facility.

**2.** For Switched Access FGD with 64 Clear Channel Capability (CCC), in addition to the information listed in 1, preceding, the Customer shall specify 64 CCC Local Switching Options, if any.

**3.** Traffic Engineering Responsibilities

The Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

**4.** Switched 8XX Toll Free Dialing Option

For Switched 8XX Toll Free Dialing Option service as described in Section 3, Switched Access Service, preceding, the Customer shall order in the same manner which is set forth preceding for ordering Switched FGD.

The Customer is also responsible for reporting to the Company the percent interstate usage (PIU) for Switched 8XX Toll Free Dialing Option service as set forth in Section 2.2.9, ASR Requirements and 2.2.10, Jurisdictional Report Requirements, of this Tariff.

**5.** For Cox Switched 900 service, the Customer shall order in the same manner which is set forth in Section 3, preceding, for ordering Cox Switched FGD Service with the following exception. The Customer must order Cox Switched FGD to all access tandems or direct connections to all end offices.

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**ACCESS SERVICE**

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**SECTION 5 - Ordering Options for Cox Switched and  
Special Access Services**

**5.2 Access Service Request ("ASR"), cont'd.**

**5.2.1, cont'd.**

**6. Special Access Service and Switched Transport Service**

For all Special Access Services, the Customer must specify the Customer premises and end user premises, the channel type, the channel interface, technical specification package and options desired.

For Switched Transport services, the Customer must specify the Customer premises, MUX location, if applicable, the Customer service location, if applicable, and Cox end office the channel type, the channel interface and any options desired.

- 7.** The Company shall determine whether special construction charges apply and will so notify the Customer prior to establishing a firm order.

**5.2.2 ASR Date Intervals**

**1. Access Service is provided with one of the following Service Date Intervals:**

**A. Standard Interval**

The Company shall publish, and make available to all Interexchange Carriers, a schedule of Standard Intervals applicable for Switched and Special Access services. The schedule shall specify which services and the quantities of services that can be provided within the standard intervals.

Access Services provided in a Standard Interval will be installed during Company business days and standard work hours. If a Customer requests that installation be done outside of scheduled work hours, and the Company agrees to this request, the Customer will be subject to applicable Additional Labor Charges as set forth in Sections 3 and 4, Switched Access Service and Special Access Service, respectively, of this Tariff.

**B. Negotiated Interval**

1. The Company will negotiate a service date interval with the Customer when
  - a. There is no Standard Interval for the service, or
  - b. The Customer requests a service date beyond the applicable Standard Interval service date.

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**ACCESS SERVICE**

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**SECTION 5 - Ordering Options for Cox Switched and  
Special Access Services**

**5.2 Access Service Request ("ASR"), cont'd.**

**5.2.2 ASR Date Intervals, cont'd.**

**1., cont'd.**

**B. Negotiated Interval**

2. The Company will offer a service date based on the type and quantity of access services the Customer has requested. The negotiated interval will be established at the Companies discretion when there is no standard interval.
3. All part-time Program Audio services are provided with a Negotiated Interval. Each service is subjected to a service inquiry. A service inquiry is a request to the Company to determine if facilities exist to provide the service ordered and to determine the service dates on which service can be provided to the Customer.

**5.2.3 ASR Modification**

1. The Customer may request a modification of its ASR prior to the service date. 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. If the modification cannot be made with the normal work force during normal business hours, the Company will notify the Customer. If the Customer still desires the ASR modification, the Company will schedule a new service date. All charges for ASR modification will apply on a per occurrence basis.
2. Any increase in the number of Special Access service channels or Switched Access service trunks or Switched Transport Facilities connections will be treated as a new ASR (for the increased amount only).
3. If order modifications are necessary to satisfy the transmission performance for a Special Access service ordered by an Customer, these changes will be made without order modification charges being incurred by the Customer.
4. Service Date Change Charge
  - A. ASR service dates may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company with appropriate cancellation charges applied.

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**ACCESS SERVICE**

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**SECTION 5 - Ordering Options for Cox Switched and  
Special Access Services**

**5.2 Access Service Request ("ASR"), cont'd.**

**5.2.3 ASR Modification, cont'd.**

**4. Service Date Change Charge**

- B. Failure to notify the Company prior to the original service date to request a different service date may result in the application of a Service Date Change-Additional Dispatch Charge for installations, moves and rearrangement of services.

If a Company technician is dispatched to the Customer's premises on the scheduled service date and the customer has failed to notify the Company before three o'clock p.m. ET on the business day prior to the scheduled service date that it wishes to change the service date, the Company will delay the start of service pending negotiations with the Customer. If the Customer reschedules the service date, a supplement will be required and additional ASR submitted. A Service Date Change-Additional Dispatch Charge will apply in addition to a Service Date Change Charge as specified in 4.C.(a), following. If the Customer cancels the service date, cancellation charges will apply in accordance with terms and conditions for cancellation charges as set forth in 5.2.4, Cancellation of an ASR, following. Additionally, charges set forth in 5.2.4 will also apply for cancellation of the order. Cancellation of the ASR will not preclude the application of the Service Date Change Charge and Service Date Change-Additional Dispatch Charge assessed for prior occurrences on the same order.

- C. A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The Service Date Change-Additional Dispatch Charge will apply for each occurrence of a technician dispatch to the Customer's premises when the customer is not ready for service. The applicable charges are:

	<u>Nonrecurring Charge</u>
(a) Service Date Change Charge, per Occurrence	\$65.00
(b) Expedited Order Charge, per occurrence	\$75.00

- D. For multiple ASRs with the same service date for the same customer premises, only one Service Date Change-Additional Dispatch Charge will apply. However, a Service Date Change Charge will apply for each ASR.

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**ACCESS SERVICE**

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**SECTION 5 - Ordering Options for Cox Switched and  
Special Access Services**

**5.2 Access Service Request ("ASR"), cont'd.**

**5.2.3 ASR Modification, cont'd.**

**5. Partial Cancellation Charge**

Any decrease in the number of ordered Special Access services or Cox Switched services, will be treated as a partial cancellation.

**6. Design Change Charges**

A. The Customer may request a design change to the service ordered. A design change is any change to an ASR which requires engineering review. An engineering review is a review by Company personnel, of the service ordered and the requested changes to determine what changes in the design, if any, are necessary to meet the changes requested by the Customer. Design changes include such things as the addition or deletion of optional features or functions or a change in the type of Cox Switched Access Transport Termination, type of channel interface, type of Interface group or technical specification package. Design changes do not include a change of Customer terminal location, end user premises and 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 charge will apply to all Special Access service Channels, or Cox Switched Access service lines, trunks or Cox Switched Access Transport facilities.

B. The Company will review the requested change, notify the Customer whether the change is a design change, if it can be accommodated and specify if a new service date is required. If the Customer authorizes the Company to proceed with the design change, a Design Change Charge will apply. The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a design change.

C. The applicable charge is:

	<u>Nonrecurring Charge</u>
(a) Design change charge, per order	\$60.00

D. If a change of service date is required, the Service Date Change Charge as set forth in 5.2.3.4 preceding will also apply.

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**ACCESS SERVICE**

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**SECTION 5 - Ordering Options for Cox Switched and  
Special Access Services**

**5.2 Access Service Request ("ASR"), cont'd.**

**5.2.3 ASR Modification, cont'd.**

**7. Other Modification Charge, cont'd.**

Modifications other than those described above may be requested by the Customer If the modification can be accommodated and implemented by the Company, an Other Modification Change Charge will apply on a per order, per occurrence basis.

	<u>Nonrecurring Charge</u>
ASR Charge. Per ASR, per occurrence	\$50.00

**5.2.4 Cancellation of an ASR**

1. A Customer may cancel an ASR for the installation of service at any time prior to notification by the Company that service is available for the Customer's use. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be cancelled. The verbal notice must be followed by written confirmation within two (2) business days. If the Customer does not provide written confirmation within two (2) business days after verbal notice is received by the Company, the Company will cancel the ASR and bill applicable cancellation charges as applicable.

If a Customer is unable to accept the ASR within 30 calendar days after the original service due date, the Customer has the choice of the following options.

- o The ASR shall be cancelled and charges set forth in 5.2.3.4(C), Service Date Change Charge, preceding, will apply, or
- o Billing for the service will commence.

In any event, the cancellation date or the date billing is to commence, (depending on which option is selected by the Customer) shall be the 31st day beyond the original service due date of the Access Order.

2. When a Customer cancels an ASR for the installation of service, a Cancellation Charge will apply:

When the Customer cancels an ASR, a charge equal to the estimated costs incurred by the Company shall apply. Charges are based on the estimated costs incurred by the Company at the time the order is cancelled. The estimated costs incurred are determined based on the costs incurred by the Company at the point that the ASR is cancelled.

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**ACCESS SERVICE**

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**SECTION 5 - Ordering Options for Cox Switched and Special Access Services**

**5.2 Access Service Request ("ASR"), cont'd.**

**5.2.4 Cancellation of an ASR, cont'd.**

3. An Access Order Cancellation Charge, per occurrence, will apply for any change to an ASR which requires an engineering review or reevaluation of facilities needed in order to implement the requested access service.

	<u>Nonrecurring Charge</u>
ASR Cancellation Charge, per occurrence	\$75.00

**5.2.5 Selection of Facilities for ASRs**

1. When a Customer submits an ASR, it may choose to utilize facilities it previously purchased. If the Customer has a high capacity interface, or has purchased a facility, the Customer must request that specific channels be used to implement the ASR. If a facility assignment is not provided by the Customer, the Company will provide the service from available inventory as discussed in 5.3, Available Inventory, following.

**5.2.6 Minimum Period**

1. Minimum Periods and Minimum Period Charges for services provided in this Tariff are as set forth in Section 2.3.4, Automatic Renewal of Term Agreements, preceding, of this Tariff.
2. Service Rearrangements and Transfer of Service as set forth in Sections 3 and 4 of this Tariff for Switched and Special Access services respectively, that do not result in either (1) a change in the minimum period requirements, or (2) a change in the Customer's end user's premises may be made without a change in minimum period requirements.

Nonrecurring charges for service rearrangements that will impact the minimum period obligations are as set forth in Section 3.7.1, Types of Rates and Charges, for Switched Access Services and in section 4 for Dedicated Services.

3. Changes other than those identified in Sections 3 or 4, Switched Access Service and Special Access Service, respectively, preceding, will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service. A new minimum period will be established for the new service. The Customer will also remain responsible for all outstanding minimum period obligations associated with the disconnected service.

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**ACCESS SERVICE**

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**SECTION 5 - Ordering Options for Cox Switched and  
Special Access Services**

**5.2 Access Service Request (ASR), cont'd.**

**5.2.6 Minimum Period, cont'd.**

**3., cont'd.**

The changes listed following are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established.

- A. A move to a different building as set forth in Sections 3 or 4 of this Tariff.
  - B. A change in type of service (i.e., Switched Access to Special Access or one type of Special Access to another, except as set forth in Section 3 of this Tariff).
  - C. A change in the type of Special Access service local channel, Switched Entrance Facility or Optical Transport Access Service wavelength Channel.
  - D. Change in Switched service traffic type.
  - E. Change from two-point to multipoint Special Access service or from multipoint to two-point Special Access service.
- 4.** A Customer may request disconnect of an access service at any time after the service has been established. The Customer must give the Company at least ten (10) business days written notice prior to the desired disconnect date. The ten (10) business days notice period will begin on the date the Company first receives the disconnect notification.
- 5.** When Access Service is discontinued prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. A disconnect date is the final date the Customer has use of the service. The Minimum Period Charge, for service provided with a one month minimum period will be determined as follows:
- A. Switched Access Service: usage sensitive rate elements (i.e. Tandem Routed Transport, Direct End Office Switching and Interconnection) the charge for a month is equal to the applicable rates for the actual usage for the month as set forth in Section 3.10, Rates and Charges, preceding.

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**ACCESS SERVICE**

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**SECTION 5 - Ordering Options for Cox Switched and  
Special Access Services**

**5.2 Access Service Request (ASR), cont'd.**

**5.2.6 Minimum Period, cont'd.**

**5., cont'd.**

B. Switched Access Transport: components which are not usage sensitive (i.e., Switched Access Entrance Facility and Channelization Equipment), the charge for a month or fraction thereof is the applicable monthly rate for the service as set forth in Section 3.10, Rates and Charges, preceding.

C. Special Access service: the charge for a month or fraction thereof is the applicable monthly rate for the service as set forth in Section 4, of this Tariff.

6. The Minimum Period Charges for Switched Access FGD service will be as set forth in Section 3 of this Tariff.

7. All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

**5.2.7 Shared Use Facilities**

Shared Use occurs when Switched and Special Access services are provided over the same high capacity facility through a common interface. The facility may be ordered either as digital high capacity Switched or Special Access.

Billing will commence for the high capacity facility as soon as the facility is turned over to the Customer for use (i.e., on the service date). Such billing will include charges for the Channel Termination or Switched FGD Entrance Facility, the Channelization Equipment (i.e., the multiplexer) and the interoffice transport mileage, if any. Nonrecurring installation charges will also apply at this time.

**5.3 Available Inventory**

Available inventory is limited and does not include facilities previously ordered. The Company will make every reasonable effort to maintain sufficient available inventory to provide Access Service in accordance with Customer's requested service date intervals. To the extent that service can be provided, ASRs will be satisfied from available inventory.

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**ACCESS SERVICE**

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**Section 6 - Additional Engineering, Labor and Miscellaneous Services**

In this section normally scheduled working hours are 8:00 AM to 5:00 PM, Monday through Friday for the application of rates based on working hours.

**6.1 Additional Engineering**

**6.1.1** Additional Engineering will be provided by the Company at the request of the customer only when:

- A Customer requests additional technical information after the Company has already provided the technical information normally included on the Design layout Record ("DLR").
- Additional engineering time is incurred by the Company to engineer a Customer's request for a customized service. The Company will notify the Customer that additional engineering charges, as set forth in 6.1.2, Charges for Additional Engineering, following, will apply before additional engineering is undertaken.

**6.1.2** Charges for Additional Engineering

1.	<u>Basic Time, normally scheduled working hours</u>	
	Per technician – 1 <sup>st</sup> ½ hour or fraction thereof	35.00
	Per technician – ea. additional ¼ hour or fraction thereof	12.00
2.	<u>Overtime, outside of normally scheduled working hours<sup>2</sup></u>	
	Per engineer /technician – 1 <sup>st</sup> ½ hour or fraction thereof	40.00
	Per technician – ea. additional ¼ hour or fraction thereof	16.00

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<sup>2</sup> A call out of a Company employee at a time not consecutive with the employee's scheduled work period subject to a minimum charge of four hours.

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**ACCESS SERVICE**

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**Section 6 - Additional Engineering, Labor and Miscellaneous Services**

**6.2 Additional Labor**

Additional Labor is the labor requested by the Customer on a given service and agreed to by the Company. The Company will notify the Customer that additional labor charges as set forth in 6.2.6 following will apply before any additional labor is undertaken.

**1. Overtime Installation**

Overtime installation is the Company installation effort outside of normally scheduled working hours.

**2. Overtime Repair**

Overtime repair is that Company maintenance effort performed outside of normally scheduled working hours.

**3. Stand By**

Stand by includes all time in excess of one-half (1/2) hour during which Company personnel stand by to make installation acceptance tests or cooperative tests with a Customer to verify facility repair on a given service.

**4. Testing and Maintenance with Other Telephone Companies**

Additional testing, maintenance or repair of facilities which connect to facilities of other telephone companies, which is in addition to normal effort required to test, maintain or repair facilities provided solely by the Company.

**5. Other Labor**

Other labor is that additional labor not included in 1 through 4 in this sub-section, including, but not limited to labor incurred to accommodate a specific Customer request that involves only labor which is not covered by any other section of this Tariff.

**6. Additional Labor Charges**

A. Installation or Repair

<u>Overtime, outside of normally scheduled working hours<sup>1</sup></u>	
Per engineer /technician – 1 <sup>st</sup> ½ hour or fraction thereof	40.00
Per technician – ea. additional ¼ hour or fraction thereof	16.00
 <u>Premium time, outside of schedule work day</u>	
Per engineer /technician – 1 <sup>st</sup> ½ hour or fraction thereof	45.00
Per technician – ea. additional ¼ hour or fraction thereof	20.00

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<sup>1</sup> A call out of a Company employee at a time not consecutive with the employee's scheduled work period subject to a minimum charge of four hours.

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**ACCESS SERVICE**

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**Section 6 - Additional Engineering, Labor and Miscellaneous Services**

**6.2 Additional Labor, cont'd.**

**6. Additional Labor Charges, cont'd.**

**B. Stand By, Testing and Maintenance**

<u>Basic Time, normally scheduled working hours</u>	
Per technician – 1 <sup>st</sup> ½ hour or fraction thereof	35.00
Per technician – ea. additional ¼ hour or fraction thereof	12.00
<u>Overtime, outside of normally scheduled working hours<sup>4</sup></u>	
Per engineer /technician – 1 <sup>st</sup> ½ hour or fraction thereof	40.00
Per technician – ea. additional ¼ hour or fraction thereof	16.00
<u>Premium time, outside of schedule work day</u>	
Per engineer /technician – 1 <sup>st</sup> ½ hour or fraction thereof	45.00
Per technician – ea. additional ¼ hour or fraction thereof	20.00

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<sup>4</sup> A call out of a Company employee at a time not consecutive with the employee's scheduled work period subject to a minimum charge of four hours.

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**ACCESS SERVICE**

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**Section 7 - Customer Specific Contracts**

**7.1 General**

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

Contracts in this section are available to any other similarly situated Customer that places an order for such contract service within 90 days of the effective date of such contract service. Contracts will be filed for approval with the Commission.

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

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**Case No(s). 08-0766-TP-ACE, 90-9361-TP-TRF**

Summary: Tariff Final Access Service Tariff of Cox Ohio Telecom, L.L.C. electronically filed by Stephen M Howard on behalf of Cox Ohio Telcom, L.L.C.