# **CHECK SHEET**

The title page and pages 1 through 68 inclusive of this Tariff are effective as of the dates shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

Page	<b>Revision</b>	Page	<b>Revision</b>
1	Original	35	Original
2	Original	36	Original
3	Original	37	Original
4	Original	38	Original
5	Original	39	Original
6	Original	40	Original
7	Original	41	Original
8	Original	42	Original
9	Original	43	Original
10	Original	44	Original
11	Original	45	Original
12	Original	46	Original
13	Original	47	Original
14	Original	48	Original
15	Original	49	Original
16	Original	50	Original
17	Original	51	Original
18	Original	52	Original
19	Original	53	Original
20	Original	54	Original
21	Original	55	Original
22	Original	56	Original
23	Original	57	Original
24	Original	58	Original
25	Original	59	Original
26	Original	60	Original
27	Original	61	First Revised
28	Original	62	First Revised
29	Original	63	Eighth Revised *
30	Original	64	First Revised
31	Original	65	Original
32	Original	66	Original
33	Original	67	Original
34	Original	68	Original

\*Revised Sheets

Issued: June 29, 2021

Rates, Terms and Conditions applying to the provision of intrastate access and point to point service within the State of Virginia by R&B Networks, Inc.

All material contained herein is new.

Access Services are provided by means of wire, fiber optics, radio, or any other suitable technology or a combination thereof.

# TABLE OF CONTENTS

CHECK SHEET	·	1
CONCURRING	CARRIERS	5
CONNECTING	CARRIERS	5
OTHER PARTIC	CIPATING CARRIERS	5
REGISTGERED	D SERVICEMARKS	5
REGISTERED	TRADEMARKS	5
EXPLANATION	N OF SYMBOLS	5
APPLICATION	OF TARIFF	6
1. <u>DEF</u>	<u>FINITIONS</u> 1	12
2. REGULATION	S12	
	Undertaking of the	
	<ul> <li>2.1.1 Scope</li> <li>2.1.2 Shortage of Equipment or Facilities</li></ul>	12 13 17 17 17 19 19
2.2	Prohibited Uses	20
2.3	Obligations of the Customer	20
	<ul><li>2.3.1 The Customer shall be responsible for</li><li>2.3.2 Claims</li><li>2.3.3 Jurisdictional Reporting</li></ul>	22
2.4	Customer Equipment and Channels	25
	<ul><li>2.4.1 In General</li><li>2.4.2 Interconnection of Facilities</li></ul>	

# TABLE OF CONTENTS (Cont'd)

	2.5	Payme	ent Arrangements	25
		2.5.1 2.5.2	Payment for Service Billing and Collection of Charges	26
		2.5.3	Deposits	
		2.5.4	Refusal and Discontinuance of Service	
		2.5.5	Cancellation of Application for Service	34
	2.6	Allow	ances for Interruptions in Service	34
		2.6.1	Credit for Interruptions	
		2.6.2	Limitations on Allowances	35
		2.6.3	Cancellation for Service Interruption	36
	2.7	Cancel	lation of Service	36
	2.8		ers and Assignments	
	2.9	Notices	s and Communications	37
3.	<u>ORD</u>	ERING	OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE	38
	3.1	Genera	al	38
		3.1.1	Ordering Conditions	38
		3.1.2	Provision of Other Services	
		-		
	3.2	Access	s Order	39
		3.2.1	Access Service Date Intervals	
		3.2.2	Access Service Request Modifications	
		3.2.3	Cancellation of an Access Service Request	
		3.2.3	Minimum Period of Service	44
4.	<u>SWI</u>	CHED	ACCESS SERVICE	46
	4.1	Genera	1	46
	4.2	Provision and Description of Switched Access Service Arrangements		
		4.2.1	Feature Group D (FGD) Access	
		4.2.2	Manner of Revision	
		4.2.3	Rate Categories	
		4.2.4	Descriptions & Application of Rate	
		4.2.5	Billing Validation Service	
		4.2.6	Acceptance Testing	
		4.2.7	Ordering Options and Conditions	
		4.2.8	Competitive Pricing Arrangements	56

# TABLE OF CONTENTS (Cont'd)

	4.3 Obligation		tions of the Company	56
		4.3.1	Network Management	56
	4.4	Switche	ed Access Optional Features	57
		4.4.1	Nonchargeable Optional Features	
		4.4.2	Feature Group D Optional Features	57
5.	<u>SPE</u>	CIAL CON	<u>ISTRUCTION</u>	60
	5.1	Special	Construction	60
		5.1.1	Basis for Rates and Charges	
		5.1.2	Termination Liability	60
	5.2	Individu	al Case Basis Arrangement	60
6.	<u>RAT</u>	ES AND C	HARGES	61
	6.1	Common	h Line Access Services	61
		6.1.1	Carrier Common Line Access Services	61
	6.2	Switche	d Access Service	61
		6.2.1	Nonrecurring Charges	
		6.2.2	Local Transport	
		6.2.3	End Office	63
	6.3	Access C	Drdering	64
		6.3.1	Access Order Charge	
		6.3.2	Service Date Change Charge	
		6.3.3	Design Change Charge	
		6.3.4	Miscellaneous Service Order Charge	
		6.3.5 6.3.6	Expedited Order Charge	
		6.3.7	Cancellation Charge Additional Engineering	
		6.3.8	Additional Labor	
		6.3.9	Special Construction.	
7.		BILLING	G NAME AND ADDRESS	67
	7.1	Undertak	king of the Company	
	7.2		ons of the Customer	
	7.3	-	ates	

### CONCURRING CARRIERS

#### None

#### **CONNECTING CARRIERS**

#### None

### **OTHER PARTICIPATING CARRIERS**

None

#### REGISTERED SERVICE MARKS

#### REGISTERED TRADEMARKS

None

None

### EXPLANATION OF SYMBOLS

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

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

R&B Networks, Inc. Virginia

## ACCESS SERVICE

# APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of intrastate access and point to point service by R&B Networks, Inc. (hereinafter "The Company")

# 1. **DEFINITIONS**

Certain terms used generally throughout this tariff for the Access services of this Company are defined below.

<u>Access Code:</u> A uniform five or seven digit code assigned by the Company to an individual customer. The five digit code has the form 10XXX, and the seven digit code has the form 950-XXXX or 101XXXX.

<u>Access Service:</u> Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

<u>Access Service Request (ASR):</u> The industry Service Order format used by Access Service customers and access providers as agreed to by the Ordering and Billing Forum.

<u>Access Tandem:</u> An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and customers' premises.

Advance Payment: Payment for all or part of a charge required before the start of service.

<u>Alternate Access</u>: Alternate Access has the same meaning as Local Access except that the provider of the service is an entity other than the Local Exchange Carrier authorized or permitted to provide such service. The charges for Alternate Access may be specified in a private agreement rather than in a published or special tariff if private agreements are permitted by applicable governmental rules.

<u>Authorized User:</u> A person firm, corporation or other entity that either is authorized by the Customer to use Access Service or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

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

Carrier or Common Carrier: see Interexchange Carrier or Exchange Carrier.

<u>Channel(s):</u> An electrical, or in case of fiber optic-based transmission systems, a photonic communications path between two or more points of termination.

<u>Common Channel Signaling (CCS)</u>: A high speed packet switched communications network which is separate (out of band) from the public packets switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

## 1. **<u>DEFINITIONS</u>** (Cont'd)

Company: R&B Networks, Inc., which is the issuer of this tariff.

<u>Conventional Signaling</u>: The inter-machine signaling system has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating Local Switching Center which terminates the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected, and the sequence of supervisory signals and outpulsed digits is initiated. No overlap outpulsing ten digit ANI, ANI information digits, or acknowledgment link are included in this signaling sequence.

<u>Customer:</u> The person, firm, corporation, or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific customer.

<u>Duplex Service</u>: Service which provides for simultaneous transmission in both directions.

<u>800/888 Data Base Access Service:</u> The term "800/888 Data Base As Service" denotes a toll-free originating Trunkside Access Service when the 8XX service Access Code (i.e. 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used. The term 8XX is used interchangeably with 800/888 Data Base Service throughout this tariff to describe this service.

<u>End-user:</u> Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

<u>Exchange Carrier:</u> Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

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

<u>Firm Order Confirmation (FOC):</u> Acknowledgment by the Company of receipt of an Access service Request from the Customer and commitment by the Company of a Service Date.

<u>Hub:</u> The Company office where all customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

<u>Individual Case Basis:</u> A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

<u>Interexchange Carrier (IC) or Interexchange Common Carrier</u>: Any individual, partnership, association, joint-stock company, trust governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

### 1. **<u>DEFINITIONS</u>** (Cont'd)

<u>Joint User:</u> A person, firm or corporation designated by the Customer as a user of access facilities furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

Kbps: Kilobits, or thousands of Bits, per second.

<u>LATA:</u> A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

<u>Line Information Data Base (LIDB)</u>: The data base which contains billing information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

<u>Local Access</u>: The connection between a customer's premises and a point of presence of the Exchange Carrier.

<u>Local Switching Center</u>: The switching center where telephone exchange service customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Mbps: Megabits, or millions of bits, per second.

<u>Meet Point Billing:</u> The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff.

Network: The Company's digital fiber optics-based network located in the Continental United States.

<u>Network Services</u>: The Company's telecommunications Access Services offered on the Company's network.

<u>Non-Recurring Charges:</u> The one-time initial charges for services or facilities, including, but not limited to charges for construction, installation, or specific fees, for which the Customer becomes liable at the time the Service Order is executed.

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

<u>On-Hook:</u> The idle condition of Switched Access or a telephone exchange service line.

## 1. **<u>DEFINITIONS</u>** (Cont'd)

<u>Out of Band Signaling</u>: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

<u>Point of Presence:</u> Location where the Customer maintains a facility for purposes of interconnecting to the Company's network.

<u>Point to Point Service</u>: An unswitched full time transmission service utilizing the Company's facilities to connect two or more Customer designated locations.

<u>Premises:</u> The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

<u>Presubscription:</u> An arrangement whereby an end user may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing inerLATA calls. The selected IXC(s) are referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select any IXC that orders FGD Switched Access Service at the Local Switching Center that serves the end user.

<u>Recurring Charges:</u> The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

<u>Service Commencement Date:</u> For Direct Connect Switched Access Service, the first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by the Customer. For Tandem Connect Customers, the Service Commencement Date will be the first date on which the service or facility was used by the Customer.

<u>Service Order</u>: The written request for network services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in the tariff. The signing of a Service Order to submission of an ASR by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

<u>Service(s)</u>: The Company's telecommunications Access Services offered on the Company's network.

<u>Shared Facilities:</u> A facility or equipment system or subsystem which can be used simultaneously by several customers.

## 1. **<u>DEFINITIONS</u>** (Cont'd)

<u>Signaling Point of Interface:</u> The customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

<u>Signaling System 7(SS7)</u>: The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

<u>Signaling Transfer Point Access</u>: Allows the Customer to access a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening.

<u>Special Access Service</u>: Dedicated access between a Customer's premises and another Point of Presence for the purpose of originating or terminating communications. Special Access is available to both carriers and end-users, as defined in this tariff.

<u>Switched Access Service</u>: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in the tariff.

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

### 1. <u>REGULATIONS</u>

#### 2.1 <u>Undertaking of the Company</u>

2.1.1 <u>Scope</u>

Access Services consist of furnishing communications service in connection with

one-

way or two-way information transmission between points within the State of Virginia under the terms of this tariff.

- 2.1.2 Shortage of Equipment or Facilities
  - 2.1.2A The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.1.2B The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's Fiber Optic Cable facilities as well as facilities the Company may obtain from other carriers from time to time, to furnish service as required at the sole discretion of the Company.

- 2.1.2C The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communication Commission's Rules and Regulations, which specifies the priority system for such activities.
- 2.1.3 Terms and Conditions
  - 2.1.3A Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, in not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.

### 2. <u>**REGUALTIONS**</u>(Cont'd)

### 2.1 <u>Undertaking of the Company (Cont'd)</u>

- 2.1.3.B Customers may be required to enter in written Service Orders which shall contain or reference the name of the Customer, a specific description of the Service Ordered; the rates to be charged, the duration of the services, and the terms and conditions in this tariff. The Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.1.3.C At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- 2.1.3.D This tariff shall be interpreted and governed by the laws of the State of Virginia without regard for the State's choice of laws provisions.

### 2.1.4 Liability of the Company

2.1.4.A The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set fourth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the sets or omissions or negligence of the Company's employees or agents.

#### 2. <u>**REGULATIONS**</u>(Cont'd)

- 2.1 <u>Undertaking of the Company (Cont'd)</u>
  - 2.1.4.B The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections, riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.
  - 2.1.4.C The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carrier or warehousemen.
  - 2.1.4.D The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
  - 2.1.4.E The Customer shall indemnify and hold the Company harmless from any and all losses, claims, demands, suits, or other actions, or any liabilities whatsoever, whether suffered, made instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of the Section 2.1.4.F as a condition precedent to such installations.

#### 2. <u>**REGULATIONS**</u>(Cont'd)

- 2.1 <u>Undertaking of the Company (Cont'd)</u>
  - 2.1.4.F The Company shall not be liable for any defacement of or damage to Customer's premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees of the Company.
  - 2.1.4.G The Company shall be indemnified and held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the end user's own communications; patent infringement claims arising from the end user's combining or connecting the service offered by the Company with facilities or equipment furnished by the end user of another Interexchange carrier; or all other claims arising out of any act or omission of the end user in connection with any service provided pursuant to this tariff.
  - 2.1.4.H The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one (1) year after the service is rendered.
  - 2.1.4.I The Company makes no warranties or representation, express or implied, including warranties or merchantability or fitness for a particular use, except those expressly set forth herein.
  - 2.1.4.J The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customerprovided systems, equipment, facilities or services which are interconnected with Company services.

Issued: February 13, 1998 R&B Networks, Inc. Virginia

### ACCESS SERVICE

#### 2. <u>**REGULATIONS**</u>(Cont'd)

2.1 <u>Undertaking of the Company (Cont'd)</u>

2.1.4.K

The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and end user shall indemnify and hold the Company harmless from any and all losses, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by another party, for any personal injury, to, or death of, any person or person, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

2.1.4.L The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, or obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, insure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customer, the Company, may, upon written notice require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

### 2. <u>**REGULATIONS**</u>(Cont'd)

### 2.1 <u>Undertaking of the Company (Cont'd)</u>

- 2.1.4.M The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.
- 2.1.4.N With respect to Telecommunications Relay Service (TRS), any service provided by the Company which involves receiving, translation, transmitting or delivering messages by telephone, text telephone, a telecommunications device for the deaf, or any other instrument over the facilities of Company or any connecting Carrier, Company's liability for the interruption or failure of the service shall not exceed an amount equal to the Company's charge for a one minute call to the called station at the time the affected call was made.

### 2.1.5 Notification of Service-Affecting Activities

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

# 2.1.6 <u>Provision of Equipment & Facilities</u>

- 2.1.6.A 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 Customers 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.
- 2.1.6.B The Company shall use reasonable efforts to maintain facilities and equipment 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 or equipment installed by the Company, except upon the written consent of the Company.

#### 2. <u>**REGULATIONS**</u>(Cont'd)

- 2.1 <u>Undertaking of the Company (Cont'd)</u>
  - 2.1.6.C The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided to the Customer.
  - 2.1.6.D Equipment the Company provides or installs at the Customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
  - 2.1.6.E The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer's premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to the Customer.
  - 2.1.6.F 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. Notwithstanding the above, the Company shall not be responsible for:
    - 2.1.6.F.(1) the transmission of signals by Customerprovided equipment or for the quality of, or defects in, such transmission;
    - 2.1.6.F.(2) the reception of signals by Customer-provided equipment; or
    - 2.1.6.F.(3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
  - 2.1.6.G The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or manmade disasters which affect telecommunications services.

## 2. <u>**REGULATIONS**</u>(Cont'd)

# 2.1 <u>Undertaking of the Company (Cont'd)</u>

2.1.6.H The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

# 2.1.7 <u>Non-Routine Installation</u>

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours into time periods including, but not limited, to, weekends, holidays, and/or night hours, additional charges may apply.

# 2.1.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

2.1.8.A	where facilities are not presently available and there is no other requirement for the facilities so constructed;
2.1.8.B	of a type other than that which the Company would normally utilize in the furnishing of its services;
2.1.8.C	where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
2.1.8.D	where facilities are requested in a quantity greater than that which the Company would normally construct;
2.1.8.E	where installation is on an expedited basis;
2.1.8.F	on a temporary basis until permanent facilities are available;

## 2. <u>**REGULATIONS**</u>(Cont'd)

2.1 <u>Undertaking of the Company (Cont'd)</u>

2.1.8.G	installation involving abnormal costs; or
2.1.8.H	in advance of its normal construction schedules.

Special construction charges for Switched Access Services will be determined as described in Sections 6.1.1 and 7.5.1 following.

# 2.1.9 Ownership of Facilities

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

### 2.2 <u>Prohibited Uses</u>

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a request with the Company confirming that their use of the Company's offerings complies with relevant laws and Federal Communications Commission regulations, policies, orders, and decisions; and if the reseller intends to provide intrastate services, is certified with the State Regulatory Authority.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.3 <u>Obligations of the Customer</u>
  - 2.3.1 <u>The Customer shall be responsible for</u>
    - 2.3.1.A the payment of all applicable charges pursuant to this tariff;

## 2. <u>**REGULATIONS**</u>(Cont'd)

## 2.3 <u>Obligations of the Customer (Cont'd)</u>

2.3.1.B

reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by tire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees

Issued: February 13, 1998

Effective: March 15, 1998

# 6. <u>RATES AND CHARGES</u>

# 6.1 <u>Common Line Access Service</u>

	6.1.1	Carrier Comm	on Line Access Service	Rate	<u>{ate</u>	
		Regulations concerning Carrier Common Line Access are set forth in Section 4 preceding.				
		Premium Acce	<u>255</u>			
		-Terminating Per Access Minute		\$0	(R)	
		-Originating P	er Access Minute	\$0	(R)	
		Non Premium Access -Terminating -Originating		\$0 \$0	(R) (R)	
6.2	2 Switched Access Service					
	6.2.1	Nonrecurring Charges         6.2.1.A       Local Transport – Installation         Per Entrance Facility		<u>Rate</u>		
			Voice Grade Two Wire Voice Grade Four Wire High Capacity DS-1 High Capacity DS-3	\$161.00 \$161.00 \$181.00 \$499.00		
		6.2.1.B	5.2.1.B FGD Conversion of Multifrequency Address Signaling to SS7 Signaling or SS7 Signaling to Multifrequency Address Signaling			
			Per 24 Trunks Converted or Fraction thereof on a Per Order Basis	\$260.00		

# 6. <u>RATES AND CHARGES</u> (Cont'd)

# 6.2 <u>Switched Access Service</u> (Cont'd)

6.2.1.C	Direct Trunked Transport Activated	Per Order
	Per 24 Trunks Activation or	
	Fraction there of, on a Per	¢ <b>2</b> 40.00
	Order Basis	\$249.00
6.2.1.D	<u>Local Transport – Installation Per Line</u> <u>Or Trunk</u>	\$220.00
6.2.2 Local Trans	port	<u>Rate</u>
6.2.2.A	Premium Access	
-	Entrance Facility Per Termination	
-	Voice Grade Two Wire	\$33.77
-	Voice Grade Four Wire	\$54.03
-	High Capacity DS-1	\$179.13
-	High Capacity DS-3	\$2078.00
_	Direct Trunked Transport	
_	Direct Trunked Facility	
	Per Miles	
_	Voice Grade	\$2.41
-	High Capacity DS-1	\$19.39
-	High Capacity DS-3	\$133.49
	Direct Trunked Termination	
-	Direct Trunked Termination Per Termination	
_	Voice Grade	\$24.17
	High Capacity DS-1	\$95.62
-	High Capacity DS-3	\$532.51
	Ingli Cupuolity Do 5	<i><b>4</b>552.51</i>
-	Multiplexing	
	Per Arrangement	
-	DS-3 to DS-1	\$474.31
-	DS-1 to Voice	\$183.12
_	Tandem Switched Transport	
-	Tandem Switched Facility	
-	Per Access Minute Per Mile	\$0
		ΨΟ

# 6. <u>RATES AND CHARGES</u> (Cont'd)

6.2 <u>Switched Access Service</u> (Cont'd)

-	<u>Tandem Switched Termination</u> Per Access Minute Per Termination	\$0		
-	<u>Tandem Switching</u> Per Access Minute Per Termination	\$0		
-	<u>Transport Interconnection Charge</u> Per Access Minute	\$0		
-	<u>Local Transport Facility</u> Per Mile	\$0		
-	Local Transport Termination Per Access Minute	\$0		
6.2.2.B	Non-Premium Access			
-	<u>Transport Interconnection Charge</u> Per Access Minute	\$0		
-	Local Transport Facility Per Access Minute Per Mile	\$0		
-	Local Transport Termination Per Access Minute	\$0		
6.2.2.C	800 Series Data Base Access Service Que	eries		
D	er Query	Rate		
В	asic ertical Feature	\$0.004248 \$0.004248	(R) (R)	
6.2.3 End Office				
6.2.3.A <u>B</u>	enchmark Rate			
0	riginating – Non VOIP riginating – VOIP Traffic erminating – All Traffic	\$0.011743 \$0.004869 \$0.00		

# 6. <u>RATES AND CHARGES</u> (Cont'd)

6.2	Switched Access Service (Cont'd)				
	6.2.3.B		Information Surcharge		
			Premium Per 100 Access Minutes Non-Premium Per 100 Access Minutes	\$0 \$0	(R) (R)
6.3	Acces	s Ordering			
	6.3.1	<u>Access Ord</u> Per Order	er Charge	<u>Charge</u> \$81.00	
	6.3.2	Service Dat	e Change Charge		
	A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The Access Order Charge as specified in 6.4.1.A preceding does not apply. The applicable charge is:		per occurrence basis, for each service d. The Access Order Charge as 6.4.1.A preceding does not		
		Service Dat	e Change Charge, per order	\$34.00	
	6.3.3	per order pe	nge Charge Change Charge will apply on a er occurrence basis, for each order esign change. The applicable		
		Design Cha	nge Charge, per order	\$34.00	
	6.3.4	<u>Miscellanec</u> Per Occurre	ous Service Order Charge	\$34.00	
	6.3.5	Expedited (	Drder Charge	\$40.00	
	6.3.6	Cancellation	n Charge	\$34.00	