
ACCESS SERVICES

TEXAS

ACCESS SERVICES TARIFF

OF

**TALKIE COMMUNICATION,
INC.**

This tariff contains the resolutions, regulations and rates applicable to the furnishing of competitive switched exchange access service and facilities provided b) TALKIE COMMUNICATION, INC. ("the Company") within the State of Texas. This tariff is on file with the Texas Public Utility Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 141 Grays Pond Lane, Centreville, MD 21617.

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ACCESS SERVICES

CHECK SHEET

Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

| SHEET | REVISION | | SHEET | REVISION | |
|-------|----------|---|-------|----------|---|
| 1 | Original | * | 26 | Original | * |
| 2 | Original | * | 27 | Original | * |
| 3 | Original | * | 28 | Original | * |
| 4 | Original | * | 29 | Original | * |
| 5 | Original | * | 30 | Original | * |
| 6 | Original | * | 31 | Original | * |
| 7 | Original | * | 32 | Original | * |
| 8 | Original | * | 33 | Original | * |
| 9 | Original | * | 34 | Original | * |
| 10 | Original | * | 35 | Original | * |
| 11 | Original | * | 36 | Original | * |
| 12 | Original | * | 37 | Original | * |
| 13 | Original | * | 38 | Original | * |
| 14 | Original | * | 39 | Original | * |
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| 17 | Original | * | | | |
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| 25 | Original | | | | |

* indicates pages included in this filing

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C Changed regulation.
- D Deleted or discontinued.
Change resurring in an increase to a customer's bill.
- M Moved to or from another tariff location.
- N New.
Change resulting in a reduction to a customer's bill.
- T Change in text or regulation but no change in rate or charge.

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TARIFF FORMAT

Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

- A. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers indicate the most sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current sheet number on file with the Commission may not be the sheet in effect.
- B. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).1.(i).
- 2.1.1.A.1.(a).1.(i).
- 2.1.1.A.1.(a).1.(i).1.

C. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the filing. The Check Sheet lists the sheets contained in the tariff in with the current revision number of each sheet. The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the Commission.

ACCESS SERVICES

SECTION 1 - RATES AND CHARGES

1.1 CARRIER COMMON LINE

The Company's charges for carrier common line service are the same as its interstate rates. These rates are found in the Company's FCC Tariff No. 1, or successor Tariff, on file with the Federal Communications Commission.

1.2 SWITCHED ACCESS RECURRING CHARGES

The Company's recurring charges for intrastate local switching, interconnection charge, information surcharge, tandem switched transport and tandem switching are the same as its interstate rates. These rates are found in the Company's FCC Tariff No. 1, on file with the Federal Communications Commission.

1.3 800 DATABASE ACCESS SERVICE

PerQuery: \$0.015

1.4 PAPER/ELECTRONIC MEDIA FEE

Customers that elect to receive a paper or CD-ROM Version of an invoice will incur a surcharge of \$25.00 per bill.

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SECTION 1 -RATES AND CHARGES (Cont'd.)

1.5 MISCELLANEOUS CHARGES

| | |
|--|--------------------------------|
| Customer Requested Expedite ² - | \$250, per location, per order |
| Cancellation (more than 3 business days from order placement) ¹ | Full NRCs + \$250, per order |
| Design Change, DSO/DSI | \$150, per circuit |
| Design Change, DS3 and higher | \$300, per circuit |
| Administrative Processing | \$25, per order |

1.6 SWITCHED ACCESS OPTIONAL FEATURES

All Optional Features are offered an Individual Case Basis (ICB).

¹ For services involving facilities leased from these telecommunications providers, supplementary charges will be priced on an Individual Case Basis and will be based upon a pass-through of all charges assessed by other providers, plus the Company's administrative costs.

SECTION 2- DEFINITIONS

Certain terms used generally throughout this tariff are defined below

Commission - The Texas Public Utility Commission

Company - TALKIE COMMUNICATION, INC., issuer of this tariff

Constructive Order - Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the subscribed IXC constitutes a Constructive Order of switched access by the Customer.

Customer - The person, firm, partnership, corporation or other entity that orders Service or is responsible for the payment of charges.

Customer Premises - The premises specified by the Customer for termination of access services. Typically, an Interexchange Carrier's Point of Presence.

DS 1 - 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 DSO services.

End User - Any individual, association, corporation, governmental agency or other entity that uses the service of the Company. In many contexts, the End User is the customer of an Interexchange Carrier (IC) who in turn utilizes the Company's Access services described in this tariff to provide the End User with access to the IC's communication and switching systems.

End User Premises - The premises specified by the Customer or End User for termination of access services at the End User's physical location.

Feature Group D - a trunk-side switched access connection to the public switched network.

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ACCESS SERVICES**SECTION 2- DEFINITIONS (Cont'd.)**

Gbps - Gigabits per second; billions of bits per second.

ICB - Individual Case Basis; standard tariff pricing is not available. Each installation is individually priced and negotiated with the customer.

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.

Meet Point - A point of interconnection that is not an end office or tandem.

Meet Point Billing - The arrangement through which multiple Exchange Carriers involved in providing Access service bill services on a proportional basis under their respective tariffs.

Non-Recurring Charges - One-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time service is ordered.

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

Presubscription - 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 intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

Query - An inquiry to a database to obtain information, processing instructions or service data.

Recurring Charge- The monthly charges to the Customer for service facilities and equipment, which continue for the agreed upon duration of the service.

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SECTION 2- DEFINITIONS (Cont'd.)

Signaling Point Interface - The Customer designated reaction where the SS7 signaling information is exchanged between the Company and the Customer. ,

Signaling System 7 (SS7) - 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). ,

Station - Refers to telephone equipment or an exchange access line from or to which calls are placed.

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

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

Wireless Provider - Any carrier authorized to operate as a provider of cellular, personal communications, paging or other form of wireless transmission.

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ACCESS SERVICES**SECTION 3- RULES AND REGULATIONS****3.1 Undertaking of the Company****3.1.1 Scope**

The Company's services offered pursuant to this Tariff are furnished for Switched Access Service. The Company may offer these services over its own or resold facilities.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required by the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company's network in order to originate or terminate its own services, or to communicate with its own customers.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

3.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other Carriers from time to time to furnish service at the sole discretion of the Company.

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ACCESS SERVICES**SECTION 3- RULES AND REGULATIONS (Cont'd.)**

3.1 UnderTaking of the Company (Cont'd.)

3.1.2 Shortage of Equipment or Facilities (cont'd)

- C. The provision and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

3.1.3 Terms and Conditions

- A. Except as otherwise provided herein, service is provided and billed for a minimum period of at least one month and shall continue to be provided until canceled by the Customer, in writing, on 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.
- E Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.
- C. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to SECTION 3.1 .3. D below.
- D. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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ACCESS SERVICES**SECTION 3- RULES AND REGULATIONS I01 (Cont'd.)**

3.1 Undertaking of the Company (Cont'd.)

3.1.4 Liability of the company

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 forth in 3.6 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 direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

B. With respect to any other claim omit, by a Customer or by any others, for damages associated with the ordering including the reservation of any specific number for use with a service installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this tariff, the Company's liability, if any, shall be limited as provided herein.

C. 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 other instrumentality of any one or more of these federal, state, or local governments, 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.

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ACCESS SERVICES**SECTION 3- RULES AND REGULATIONS (Cont'd.)**

3.1 Undertaking of the Company (Cont'd.)

3.1.4 Liability of the Company (Cont'd)

- D. 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 Carriers.
- E. 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.
- F. The Customer shall indemnify and hold the Company harmless from any and all losses, claims, outlands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, 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 this Section as a condition precedent to such installations.
- G. The Company shall not be liable for any defacement of damage to Customer's Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal then of, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agency or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees of the Company.

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SECTION 3- RULES AND REGULATIONS (Cont'd.)

3.1 Undertaking of the Company (Cont'd.)

3.1.4 Liability of the Company (Cont'd)

F Notwithstanding the Customer's obligations as set forth in SECTION 3.3 below, the Company shall be indemnified, defended and held harmless by the Customer, and by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; or all other claims arising out of any act or omission of one customer or others, in connection with any service provided by the Company pursuant to this tariff

I. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User 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 confronting 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

J. 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 year after the service is rendered.

K. The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use except those expressly set forth herein.

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ACCESS SERVICES**SECTION 3- RULES AND REGULATIONS (Cont'd.)**

3.1 Undertaking of the Company (Cont'd.)

3.1.4 Liability of the Company (Cont'd.)

- L. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or damages associated with service, Channels, or equipment which result from the operation of Customer provided systems, equipment, facilities of service which are interconnected with Company services.
- M. The Company does not guarantee nor make any warranty with respect to service installations at locations at which then 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 any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, 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.
- N. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, 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 is agent to the Company's Network. 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 3.1.6 following, and that the signals do not damage Company equipment, injure 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

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SECTION 3- RULES AND REGULATIONS (Cont'd.)

3.1 Undertaking of the Company (Cont'd.)

3.1.4 Liability of the Company (Cont'd.)

agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, 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.

3.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service effecting activities within its control 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 many Customers services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine 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.

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SECTION 3- RULES AND REGULATIONS (Cont'd.)

3.1 Undertaking of the Company (Cont'd.)

3.1.6 Provision of Equipment and Facilities

A- The Company shall use reasonable efforts to make available services to a Customer or before a date, subject to the provision 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 commencing service to any Customer.

I. 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.

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 the Customer.

O. Equipment the Company provides or installs at the Customer 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.

E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment for facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 3- RULES AND REGULATIONS (Cont'd)

3.1 Undertaking of The Company (Cont'd.)

3.1.6 Provisions of Equipment and Facilities (Cont'd.)

- 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:
1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
 2. the reception of signals by Customer-provided equipment
 3. network control signaling where such signaling performed by Customer-provided network-control signaling equipment.
- 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 man-made disasters that affect telecommunications services.
- 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.

SECTION 3- RULES AND REGULATIONS (Cont'd.)

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ACCESS SERVICES**SECTION 3- RULES AND REGULATIONS (Cont'd.)****3.1 Undertaking of the Company (Cont'd.)****3.1.7 Non-routine Installation**

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 but, at the Customer's request, extends beyond regular business hours into the periods including but not limited to, weekends, holidays, and original hours, additional charges may apply.

3.1.8 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 followings:

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

Special construction charges for Access Service will be determined on an individual case basis.

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SECTION 3- RULES AND REGULATIONS (Cont'd.)

3.1.9 Ownership of Facilities

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

3.2 ProhibitedUses

3.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

3.2.2 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 letter with the Company confirming that their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions and, if the Reseller intends to provide intrastate services, is certified with the appropriate state authority.

3.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

ACCESS SERVICES**SECTION 3 RULES AND REGULATIONS (Cont'd.)****3.3 Obligations of the Customer****3.3.1 The Customer shall be responsible for:**

- A. the payment of all applicable charges pursuant to this tariff
- 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 fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjected in the Company's right of recovery of damages to the extent of such payment;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights of way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 3.3.1.C above. Any costs associated with obtaining and maintaining the rights of way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

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ACCESS SERVICES**SECTION 3- RULES AND REGULATIONS (Cont'd.)****3.3 Obligations of the Customer (Cont'd)****3.3.1 The Customer shall be responsible for (Cont'd)**

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises of the rights of way which Customer is responsible for obtaining under SECTION 33.1D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installation, inspecting, maintaining, repairing or, upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

ACCESS SERVICES**SECTION 3- RULES AND REGULATIONS, (Cont'd.)****3.3 Obligations of the Customer (Cont'd.)****3.3.2 Claims**

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer to the extent caused by or resulting from the negligent or intentional actor omission of the Customer, its employees, agents, representatives;
- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

3.4 Customer Equipment and Channels**3.4.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company.

ACCESS SERVICES**SECTION 3- RULES AND REGULATIONS, (Cont'd)"****3.4 Customer Equipment and Channels (Cont'd)****3.4.2 Station Equipment**

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expertise of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68, and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in SECTION 3.6 following is not applicable.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

ACCESS SERVICES**SECTION 3- RULES AND REGULATIONS, (Cont'd.)****3.4 Customer Equipment and Channels, (Cont'd.)****3.4.3 Interconnection of Facilities**

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.

3.4.4 Inspections

- A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in SECTION 3.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must.

ACCESS SERVICES**SECTION 3- RULES AND REGULATIONS, (Cont'd.)****3.5 Payment Arrangements****3.5.1 Payment for Service**

The Customer is responsible payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized User.,.

Taxes - The Customer's responsible for the payment of any sales, use, gross receipts. excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices.

3.5.2 Billing and Collection of Charges

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued during the preceding billing period.

Charges are due and payable within 20 days after the invoice date.

Amounts not paid by the due date indicated on an invoice will be considered past due. The Company will assess a late payment charge equal to 1.5% per month for any past due balance. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments cash or the equivalent of cash. If a service is disconnected by the Company in accordance with SECTION 3.5.3 following and late restored, restoration of service will be subject to all applicable installation charges.

The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules and procedures.

In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company; the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

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ACCESS SERVICES**SECTION 3- RULES AND REGULATIONS (Cont'd.)****3.5 Payment Arrangements (Cont'd.)****3.5.3 Refusal and Discontinuance of Service**

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty enders or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer may discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability
- E. Upon the Company's discontinuance of service to the Customer under SECTION 3.5.3.A or 3.5.3.B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

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ACCESS SERVICES**SECTION 3- RULES AND REGULATIONS (Cont'd.)**

3.5 Payment Arrangements (Cont'd.)

3.5.3 Refusal and Discontinuance of Service (cont'd.)

- f. The Company may discontinue the furnishing of any and/or all service(s) to Customer, without incurring any liability:
1. Immediately and without notice if the Company deems at such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company discontinue service pursuant to this sub-section if
 - (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
 - (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or
 - (c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with SECTION 3.5.3.A above; or
 - (d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or

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SECTION 3- RULES AND REGULATIONS (Cont'd.)

3.5 Payment Arrangements (Cont'd.)

3.5.3 Refusal and Discontinuance of Service (cont'd.)

I. (cont'd.)

- (e) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the tariff charges for the service by:
- I. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, or
 - II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - III. Delivering calls to or accepting calls from the Company End User locations over Company switched local exchange services; or
 - IV. Continuing to have Company End Users
presubscribed to the Customer; or
 - V. Any other Fraudulent means or devices; or
2. Upon failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with SECTION 3.5.3.A, above; or
3. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. "

ACCESS SERVICES**SECTION 3- RULES AND REGULATIONS (Cont'd.)**

3.5 Payment. Arrangements, Cont'd.)

3.5.4 Cancellation of Application for Service

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charge, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

The special charges described will be calculated and applied on a case-by-case basis.

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ACCESS SERVICES**SECTION 3- RULES AND REGULATION (Cont'd.)****3.6 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of or noncompliance with the provisions of this Tariff by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in this section for the part of the service that the interruption affects.

3.6.1 Credit for Interruptions

- A. A credit allowance will be made at the request of the customer when an interruption occurs of a failure of any component furnished by the Company under this Tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and release it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it's considered to be impaired, but not interrupted.
- B. For calculating credit, every month is considered to have thirty (30) days. A credit allowance applied on a pro-rata basis against rates specified hereunder and is depends upon the length of the interruption. Only those facilities on the interrupted connection of the circle it will receive a credit.
- C. No credit will be allowed for an interruption of a Dedicated Access facility for less than twenty-four (24) hours. After the first twenty-four (24) hour period, a credit equal to 1/30 of the Dedicated Access facility charges will be applied to each interruption which is in excess of twelve (12) hours and up to twenty four (24) hours.

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ACCESS SERVICES**SECTION 3- RULES AND REGULATIONS (Cont'd.)**

3.6 Allowances for Interruptions in Service, (Cont'd.)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint User, or other Common Carrier providing service connected to the service of Company;
- B. interruptions due to the negligent ... of any person other than the Company, including, but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. interruption of service due to circumstances or causes beyond the control of the Company.

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ACCESS SERVICES**SECTION 3- RULES AND REGULATIONS (Cont'd.)****3.7 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or, duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

3.8 Notices and Communications

3.8.1 Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes an order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes an order of switched access by the Customer. In these cases, an invoice will be the first communication from the Company to the Customer's in other instances a Service Order may be used.

3.8.2 The Customer shall designate the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Company may also designate a separate address to which the Company's bills for service shall be mailed.

3.8.3 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill

3.8.4 All notices or other communications required to be given pursuant to this tariff shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

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SECTION 3- RULES AND REGULATIONS, (Cont'd.)

3.8 Notices and Communications (Cont'd)

3.8.5 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

3.9 Meet Point Billing

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates.

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ACCESS SERVICES**SECTION 4-ORDERING OPTIONS FOR ACCESS SERVICE****4.1 General**

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

4.1.1 Ordering Conditions

Customer may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

4.1.2 Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month.

A. The following events will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non- Recurring Charges will apply for the new service, and a new minimum period will be established:

1. a change in the identity of the Customer of record; or
2. a move by the Customer to a different building.

B. 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:

For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

ACCESS SERVICES**SECTION 5- SWITCHED ACCESS SERVICE**

5.1 General

Switched Access Service involves the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate or terminate calls between an End User's Premises or Conference Bridge and a Customer's Premises.

Rates and charges are set forth in Section 5. The application of rates for Switched Access Service is described in Section 5.

5.2 Provision and Description of Switched Access Service Arrangements

5.2.1 Feature Group Access

FG Access provides trunk-side access to Local Switching Center switches for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In-Band Signaling (SS7 is also available, where capabilities exist).

5.2.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality.

5.2.3 Call Types

The following Synched Access Service call types are available:

- A Originating FG Access
- B Originating 800 FG Access
- C Terminating FG Access

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ACCESS SERVICES**SECTION 5- SWITCHED ACCESS SERVICE (Cont'd.)****5.2 Provision and Description of Switched Access Service Arrangements (Cont'd)****5.2.4 Originating FG Access**

The access code for FG Access switching is a uniform access code of the form 1+ or 011+ or 101XXXX. For 101XXXX dialing single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end-of-dialing digit (#) for cut-through access to the Customer's premises. The Company will provide originating FG access consistent with dialing parity obligations.

5.2.5 Originating 800 FG Access

800 Data Base Access Service is a service utilizing originating Trunk side Switched Access Service. When an 8XX +NXX + XXXX call is originated by an End User, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

5.2.6 Terminating FG Access

FG Access, when used in the terminating direction, may be used to access the Company's end users. Calls in the terminating direction will not be competed to 950-0XXX or 950-1XXX access codes, local operator, assistance (0- and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 101XXXX access codes.

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ACCESS SERVICES**SECTION 5- SWITCHED ACCESS SERVICE--(Cont'd.)****5.3 Billing of Access Minutes**

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends where the originating FG Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch or direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On direct-routed or tandem-routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access cell usage ends when the entry switch receives or sends a release message, whichever occurs first.

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SECTION 6 - CONTRACTS AND INDIVIDUAL CASE BASIS ARRANGEMENTS

6.1 Contracts

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

Service provided under contract are not eligible for any promotional offerings that may be offered by the Company from time to time

6.2 Individual Case Basis Arrangements

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

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