

BASS

BERRY • SIMS_{PC}

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Nashville, TN 37201
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June 19, 2013

VIA HAND DELIVERY

Executive Director Earl Taylor
c/o Sharla Dillon
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

Re: *E. Ritter Communication Inc.'s Notice of Intent to Operate Pursuant to Market Regulation,*
Docket No. 13-00094

Dear Mr. Taylor:

Enclosed please find an original and five (5) copies of this notification to the Tennessee Regulatory Authority (the "Authority") of E. Ritter Communications, Inc.'s ("Ritter") intent to operate as a provider of competitive local exchange telephone services in Tennessee pursuant to market regulation, in accordance with Tenn. Code Ann. § 65-5-109.

Ritter is a wholly-owned subsidiary of E. Ritter Communications Holdings, Inc. Accordingly, Ritter is an affiliate of the Tennessee market-regulated entities Millington Telephone Company, Inc. and MTel Long Distance, Inc., which are also wholly-owned subsidiaries of E. Ritter Communications Holdings, Inc. As an affiliate of a market-regulated entity, Ritter is not required to obtain a certificate pursuant to Tenn. Code Ann. § 65-4-201. See 2013 Tenn. Pub. Acts Ch. 61 (to be codified at Tenn. Code Ann. § 65-5-109).

Ritter understands that it remains subject to, and will comply with the applicable jurisdictional requirements as set forth in Tenn. Code Ann. § 65-5-109. Accordingly, Ritter's Bond is attached hereto as Exhibit A and Ritter's Intrastate Access Tariff is attached hereto as Exhibit B. The regulatory contact for Ritter is:

John D. Strobe
Vice President, External Affairs
Ritter Communications
2400 Ritter Drive, PO Box 17040
Jonesboro, Arkansas 72403
Telephone: (870) 336-2345
Fax: (870) 336-9345
Email: john.strobe@rittercommunications.com

Executive Director Earl Taylor
June 19, 2013
Page 2

Please stamp a copy of this letter as "filed" and return it to me by way of our courier. Should you have any questions concerning this matter, please do not hesitate to contact me at the email address or telephone number listed above.

Sincerely,

A handwritten signature in black ink, appearing to read "David Killion". The signature is written in a cursive style with a large initial "D".

David Killion

Attachments

cc: David Foster, Chief, Utilities Division
R. Dale Grimes, Esq.
Mr. John Strode

11900747.1

EXHIBIT A

Bond

TENNESSEE REGULATORY AUTHORITY

TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

Bond #: 105928361

WHEREAS, E. Ritter Communications, Inc. (the "Principal"), has applied to the Tennessee Regulatory Authority for authority to provide telecommunications services in the State of Tennessee; and

WHEREAS, under the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated, as amended, the Principal is required to file this bond in order to obtain such authority and to secure the payment of any monetary sanction imposed in any enforcement proceeding brought under Title 65 of the Tennessee Code Annotated or the Consumer Telemarketing Act of 1990 by or on behalf of the Tennessee Regulatory Authority (the "TRA"); and

WHEREAS, Travelers Casualty and Surety Company of America (the "Surety"), a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, has agreed to issue this bond in order to permit the Principal to comply with the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated;

NOW THEREFORE, BE IT KNOWN, that we the Principal and the Surety are held and firmly bound to the STATE OF TENNESSEE, in accordance with the provisions of Tennessee Code Annotated, Title 65, Chapter 4, Section 125(j), in the full amount of twenty thousand dollars (\$20,000.00) lawful money of the United States of America to be used for the full and prompt payment of any monetary sanction imposed against the Principal, its representatives, successors or assigns, in any enforcement proceeding brought under Title 65 of Tennessee Code Annotated or the Consumer Telemarketing Act of 1990, by or on behalf of the TRA, for which obligation we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

This bond shall become effective on the 14th day of June, 2013, and shall be continuous; provided, however, that each annual renewal period or portion thereof shall constitute a new bond term. Regardless of the number of years this bond may remain in force, the liability of the Surety shall not be cumulative, and the aggregate liability of the Surety for any and all claims, suits or actions under this bond shall not exceed Twenty Thousand Dollars (\$20,000.00). The Surety may cancel this bond by giving thirty (30) days written notice of such cancellation to the TRA and Principal by certified mail, it being understood that the Surety shall not be relieved of liability that may have accrued under this bond prior to the date of cancellation.

PRINCIPAL

SURETY

E. Ritter Communications, Inc.

Travelers Casualty and Surety Company of America

Name of Company authorized by the TRA

Name of Surety

940 West Port Plaza Drive Suite 300, St. Louis MO. 63146

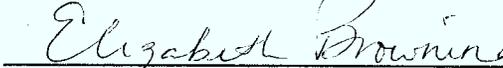
Company ID # as assigned by TRA

Address of Surety

SIGNATURE OF PRINCIPAL

SIGNATURE OF SURETY AGENT





Name: William F. Harrison

Name: Elizabeth Browning

Title: Sec/Treasurer

Title: Attorney-in-Fact

Address of Surety Agent:

111 Center Street Suite 1410

Little Rock, AR. 72201

THIS BOND IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 125, CHAPTER 4, TITLE 65 OF THE TENNESSEE CODE ANNOTATED AS AMENDED BY CHAPTER NO. 586, 2000 PUBLIC ACTS. SHOULD THERE BE ANY CONFLICT WITH THE TERMS HEREOF AND THE STATUTE OR REGULATIONS PROMULGATED THEREUNDER, THE STATUTE OR REGULATIONS SHALL PREVAIL. (POWER OF ATTORNEY FROM AN APPROVED INSURANCE COMPANY MUST BE ATTACHED.)

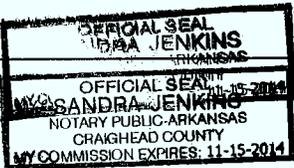
ACKNOWLEDGMENT OF PRINCIPAL

STATE OF ~~TENNESSEE~~ Arkansas
COUNTY OF Craighead

Before me, a Notary Public of the State and County aforesaid, personally appeared William J. Harrison with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of E. Ritter Communications Inc, and he acknowledged to me that he executed the same.

WITNESS my hand and seal this 14th day of June, 2013.

My Commission Expires:



, 20

Sandra Jenkins
Notary Public

ACKNOWLEDGMENT OF SURETY

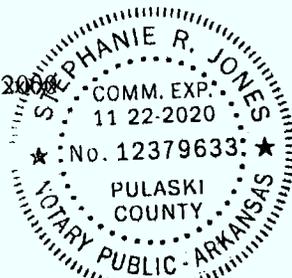
STATE OF ~~TENNESSEE~~ Arkansas
COUNTY OF Pulaski

Before me, a Notary Public of the State and County aforesaid, personally appeared Elizabeth Browning with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of Travelers Casualty and Surety Company of America, the within named Surety, a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, and that he as such an individual being authorized to do so, executed the foregoing bond, by signing the name of the corporation by himself and as such individual.

WITNESS my hand and seal this 14th day of June, 2013.

My Commission Expires:

11-22-2020, 2013



Stephanie R. Jones
Notary Public

APPROVAL AND INDORSEMENT

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good and worth the penalty thereof, and that the same has been filed with the Tennessee Regulatory Authority, State of Tennessee, this _____ day of _____, 20__.

Name:
Title:



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226031

Certificate No. 005330190

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

William G. Cobb Jr., John M. Harbour Jr., and Elizabeth Browning

of the City of Little Rock, State of Arkansas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of January, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 11th day of January, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of June, 20 13.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

EXHIBIT B

Intrastate Access Tariff

E. RITTER COMMUNICATIONS, INC.

REGULATIONS AND SCHEDULE OF INTRASTATE ACCESS CHARGES

STATE OF TENNESSEE

This Tariff describes generally the regulations and rates applicable to the provision of Intrastate Access Services. Service is provided by E. Ritter Communications, Inc., with principle offices at 2400 E. Ritter Drive, Jonesboro, AR 72401. This Tariff is on file with the Tennessee Regulatory Authority and copies may be inspected during normal business hours at the Company's principal place of business.

Issued: June 1, 2013

Issued By: John D. Strode, Vice President
2400 E. Ritter Drive
Jonesboro, AR 72401

Effective: July 1, 2013

CHECK SHEET

Pages 1 through 107 of this Tariff are effective as of the date shown. Original and revised pages as named below contain all changes that are in effect on the date hereof.

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
Title	Original	42	Original	82	Original
2	Original	43	Original	83	Original
3	Original	44	Original	84	Original
4	Original	45	Original	85	Original
5	Original	46	Original	86	Original
6	Original	47	Original	87	Original
7	Original	48	Original	88	Original
8	Original	49	Original	89	Original
9	Original	50	Original	90	Original
10	Original	51	Original	91	Original
11	Original	52	Original	92	Original
12	Original	53	Original	93	Original
13	Original	54	Original	94	Original
14	Original	55	Original	95	Original
15	Original	56	Original	96	Original
16	Original	57	Original	97	Original
17	Original	58	Original	98	Original
18	Original	59	Original	99	Original
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33	Original	74	Original		
34	Original	75	Original		
35	Original	76	Original		
36	Original	77	Original		
37	Original	78	Original		
38	Original	79	Original		
39	Original	80	Original		
40	Original	81	Original		
41	Original				

TABLE OF CONTENTS

Title Page	Page 1
Check Sheet	Page 2
Concurring Carriers	Page 4
Connecting Carriers	Page 4
Other Participating Carriers	Page 4
Explanation of Notes	Page 5
GENERAL REGULATIONS	Section 1
RULES AND REGULATIONS	Section 2
SWITCHED ACCESS	Section 3
SPECIAL ACCESS	Section 4
VOIP TRAFFIC	Section 5
SPECIAL ARRANGEMENTS	Section 6
RECIPROCAL COMPENSATION	Section 7
MISCELLANEOUS OPTIONAL SERVICES	Section 8
PRESUBSCRIPTION	Section 9
RATES AND CHARGES	Section 10

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) To signify Changed Regulation
- (D) To signify Deletion or Discontinuation
- (I) To signify Change Resulting in an Increase to a Rate
- (L) To signify Material Relocated in the Tariff
- (N) To signify New Rate or Regulation
- (R) To signify Change Resulting in a Reduction to a Rate
- (T) To signify a Change in Text, but no Change in Rate or Regulation

CONTENTS

SECTION 1 - GENERAL REGULATIONS

	PAGE
1.1 APPLICATION OF TARIFF.....	7
1.2 DEFINITIONS	8
1.3 UNDERTAKING OF THE COMPANY	10

SECTION 1 - GENERAL REGULATIONS

1.1 APPLICATION OF TARIFF

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

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

SECTION 1 - GENERAL REGULATIONS

1.2 DEFINITIONS

ACCESS CODE - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 101XXXX, 950-0XXX, or 950-1XXX.

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

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

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

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

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

CENTRAL OFFICE - A local Company switching system where exchange service Customer station loops are terminated for purposes of interconnection to each other and to trunks.

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

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

COMPANY - E. Ritter Communications, Inc.

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

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

DUAL TONE MULTIFREQUENCY (DTMF) - Tone signaling, also known as touch tone signaling.

END OFFICE SWITCH - A Company switching system where exchange service Customer station loops are terminated for purposes of interconnection to each other and to trunks.

SECTION 1 - GENERAL REGULATIONS, (Cont'd)

1.2 DEFINITIONS, (Cont'd)

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

ENTRY SWITCH - First point of switching.

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

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

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

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

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

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL CALLING AREA - A geographical area, as defined in the Company's local or general exchange service Tariff in which an End User may complete a call without incurring toll usage charges.

MESSAGE - A Message is a Call as defined above.

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

SECTION 1 - GENERAL REGULATIONS, (Cont'd)

1.2 DEFINITIONS, (Cont'd)

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

PERCENT of INTERSTATE USAGE (PIU) - The interstate jurisdictional use of a telecommunications service, as reported by the customer. This percentage is stated as a whole number percentage (a number from 0 through 100 percent) which is the best estimate of the percentage of the total use of the service that will be interstate in nature by the customer.

PERCENT of LOCAL USAGE (PLU) - The local jurisdictional use of a telecommunications service as reported by the customer. This percentage is stated as a whole number percentage (a number from 0 through 100 percent) which is the best estimate of the percentage of the total use of the service that will be local in nature by the customer.

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

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

SERVING WIRE CENTER - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

SPECIAL ACCESS CIRCUIT - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

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

TRANSMISSION PATH - An electrical path capable of transmitting signals within the range of the service offering comprised of physical or derived facilities consisting of any form or configuration of plant.

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

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

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

SECTION 1 - GENERAL REGULATIONS, (Cont'd)

1.3 UNDERTAKING OF THE COMPANY

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

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

CONTENTS

SECTION 2 - RULES AND REGULATIONS

	PAGE
2.1 USE OF FACILITIES AND SERVICE	13
2.2 MINIMUM PERIOD OF SERVICE	15
2.3 PAYMENT FOR SERVICES RENDERED.....	16
2.4 DEPOSITS	17
2.5 ADVANCE PAYMENTS	18
2.6 DISPUTED BILLS	18
2.7 INSPECTION, TESTING AND ADJUSTMENT	19
2.8 SUSPENSION OR TERMINATION OF SERVICE.....	20
2.9 OBLIGATIONS OF THE CUSTOMER.....	26
2.10 AUTOMATIC NUMBER IDENTIFICATION.....	30
2.11 DETERMINATION OF MILEAGE	33
2.12 CALCULATION OF MILEAGE.....	34

SECTION 2 - RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Use of Service

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

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations

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

2.1.3 Customer-Authorized Use

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

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.4 Use and Ownership of Equipment

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

2.2 MINIMUM PERIOD OF SERVICE

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

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.3 PAYMENT FOR SERVICE RENDERED

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

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

2.3.3 The Company reserves the right to assess a charge of \$25.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. The foregoing shall not limit the Company's right to discontinue service for returned checks or drafts under Section 2.9.1 below.

2.3.4 Application of Late Payment Charge

Late payment charges do not apply to final accounts.

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.4 DEPOSITS

- 2.4.1 The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to two month's estimated usage but may vary with the Customer's credit history and projected usage. The Customer shall be apprised that after one year of service the Account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this Tariff, the deposit shall be refunded in full. If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.
- 2.4.2 The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.
- 2.4.3 If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.
- 2.4.4 When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.5 ADVANCE PAYMENTS

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months estimated billing.

2.6 DISPUTED BILLS

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may, within 30 days of the date of the bill containing the disputed amount, request an in-depth investigation and review of the disputed amount. The Company shall comply with the request. (The undisputed portion and subsequent bills must be paid on a timely basis or service shall be subject to cancellation under Section 2.8 following). The Company shall communicate to the Customer the results of such investigation and review as soon as reasonably possible. If the dispute notification is not made within 30 days of the bill date, the bill will be considered final.

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.7 INSPECTION, TESTING AND ADJUSTMENT

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

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE

2.8.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer must remit a Connection Charge as well as any payment due and any applicable deposits prior to re-connection.

Suspension or termination shall not be made until:

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

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

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

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

2.8.2 Exceptions to Suspension and Termination

Access service shall not be suspended or terminated for:

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

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

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

2.8.3 Verification of Nonpayment

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

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

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

2.8.4 Termination for Cause Other Than Nonpayment

A) General

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

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

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

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

2.8.4 Termination For Cause Other Than Nonpayment, (cont'd)

B) Prohibited, Unlawful or Improper Use of the Facilities or Service

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

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

C) Abandonment or Unauthorized Use of Facilities

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

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

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

D) Change in the Company's Ability to Secure Access

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

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

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

2.8.5 Emergency Termination of Service

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

2.9 OBLIGATIONS OF THE CUSTOMER

2.9.1 Damages

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

2.9.2 Ownership of Facilities

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

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.9 OBLIGATIONS OF THE CUSTOMER, (Cont'd)

2.9.3 Equipment Space and Power

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

2.9.4 Testing

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

2.9.5 Design of Customer Services

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

2.9.6 Network Contingency Coordination

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

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.9 OBLIGATIONS OF THE CUSTOMER, (Cont'd)

2.9.7 Jurisdictional Reports

For Switched Access services, the Company will use the percentage of intrastate originating feature group D usage to determine the Percent of Intrastate Usage (PIU) to apply to all other switched access services provided by the Company to the Customer.

For Switched Access services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and annually thereafter, report the percentage of intrastate use and such report will be used for billing purposes until the Customer reports a different projected intrastate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected intrastate percentage that applies to the total trunk group. The revised report will serve as the basis for future billing and will be effective on the next bill date.

No pro-rating or back-billing will be done based on the report. The Company may require call detail records to substantiate projected intrastate usage provided to the Company. In the event that the required jurisdictional report is not provided, the Company recorded or estimated percentage of intrastate usage will be applied to the bill.

The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

In the absence of both a Customer provided PIU, and the necessary jurisdictional information in the call detail to determine jurisdiction, the default PIU will be zero.

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.9 OBLIGATIONS OF THE CUSTOMER, (Cont'd)

2.9.8 Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.9.7 will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

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

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.10 AUTOMATIC NUMBER IDENTIFICATION

2.10.1 General

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

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

2.10.2 Up to 7 Digit Out-pulsing of Access Digits to Customer

This Option provides for the end office capability of providing up to 7 digits of the uniform access code (950-10XX) to the Customer premises. The Customer can request that only some of the digits in the access code be forwarded. The access code digits would be provided to the Customer premises location using multi-frequency signaling, and transmission of the digits would precede the forwarding of ANI if that feature were provided. It is available with Feature Group B.

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.10 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)

2.10.3 Regulations

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

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

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.10 AUTOMATIC NUMBER IDENTIFICATION, (Cont'd)

2.10.3 Regulations (cont'd)

- D) The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision A, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- E) Telephone Corporations must make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.
- F) Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Company until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.
- G) The ten digit ANI telephone number is only available with Feature Group D. The ten digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number. The ten digit ANI telephone number will be transmitted on all calls except in the case of ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described below).

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.10 AUTOMATIC NUMBER IDENTIFICATION, (Cont'd)

2.10.3 Regulations, (cont'd)

- H) Where ANI cannot be provided, information digits will be provided to the Customer.

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

2.10.4 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement.

2.11 DETERMINATION OF MILEAGE

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

SECTION 2 - RULES AND REGULATIONS, (Cont'd)

2.12 CALCULATION OF MILEAGE

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

- a. Obtain the "V" and "H" coordinates for each location. The "V" coordinate is the first four digits in the "VH" column. The "H" coordinate is the next four digits.
- b. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
- c. Square each difference obtained in step b., above.
- d. Add the square of the "V" difference and the "H" difference obtained in step c., above.
- e. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.
- f. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

Formula:

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

CONTENTS

SECTION 3 - SWITCHED ACCESS SERVICE

	PAGE
3.1 GENERAL	36
3.2 RATE CATEGORIES	36
3.3 OBLIGATIONS OF THE COMPANY	38
3.4 OBLIGATIONS OF THE CUSTOMER.....	41
3.5 RATE REGULATIONS	42

SECTION 3 - SWITCHED ACCESS SERVICE

3.1 GENERAL

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

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

3.2 RATE CATEGORIES

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

- Local Switching
- Local Transport

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

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

Transport Termination, which provides for the trunk side arrangements which terminate the Local Transport facilities. The number of Transport Terminations provided will be determined by the Company.

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

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd)

3.2 RATE CATEGORIES, (Cont'd)

3.2.2 Local Transport

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

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

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

.1 Transmission Paths

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

.2 Interconnection

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

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd)

3.3 OBLIGATIONS OF THE COMPANY

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

3.3.1 Network Management

The Company will administer its network to provide acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd)

3.3 OBLIGATIONS OF THE COMPANY, (Cont'd)

3.3.2 Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd)

3.3 OBLIGATIONS OF THE COMPANY, (Cont'd)

3.3.3 Provision of Service Performance Data

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

3.3.4 Trunk Group Measurements Reports

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

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd)

3.4 OBLIGATIONS OF THE CUSTOMER

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

- 3.4.1 Report Requirements- Customers are responsible for providing the following reports to the Company, when applicable.
- (A) Jurisdictional Reports
When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2 preceding. Charges will be apportioned in accordance with those reports.
 - (B) Code Screening Reports
When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered. The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company option to ensure acceptable service levels
- 3.4.2 On and Off-Hook Supervision
The Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.
- 3.4.3 Trunk Group Measurements Reports
With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd)

3.5 RATE REGULATIONS

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

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

3.5.1 Minimum Periods

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

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd)

3.5 RATE REGULATIONS, (Cont'd)

3.5.2 Cancellation of Access Service Order

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

1. Prior to Firm Order Confirmation Date

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

2. On or After Firm Order Confirmation Date

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a charge equal to the cost incurred in such installation less net salvage, or the charge for the minimum period.

CONTENTS

SECTION 4 - SPECIAL ACCESS SERVICE

	PAGE
4.1 GENERAL.....	45
4.2 DESCRIPTION.....	46
4.3 SERVICE CONFIGURATIONS.....	53
4.4 ALTERNATE USE.....	54
4.5 DESIGN LAYOUT.....	55
4.6 ACCEPTENCE TESTING.....	55
4.7 ORDERING OPTION AND CONDITIONS.....	55
4.8 RATE REGULATIONS.....	56

SECTION 4 - SPECIAL ACCESS SERVICE

4.1 GENERAL

Special Access Service provides a dedicated transmission path to connect a Customer designated premise, directly, through a Company hub or hubs where bridging or multiplexing functions are performed, or to connect a Customer designated premise and a WATS Serving Office. The Company Centrex CO and CO-like switches and packet switches included in Public Packet Switching Network (PPSN) Service are considered to be Customer designated premise for purpose of this Tariff. Special Access includes all exchange access not utilizing the Company's switching equipment. Special Access Service consists of any of the services offered hereunder, either individually or in combination. Each service is offered independently of all others.

The connections provided by Special Access Service can be either analog or digital. An analog connection is differentiated by spectrum and bandwidth. A digital connection is differentiated by bit rate.

Company services may be connected to the services or facilities of other communications carriers only when authorized by, in accordance with, the terms and conditions of any Tariffs of such other communications carriers.

SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.2 DESCRIPTION

4.2.1 Voice Grade Service

Basic Channel Description

A voice grade channel provides voice frequency transmission capability in the nominal frequency range of 300 to 3000 Hz and may be terminated two wire or four wire. Voice grade channels are provided between Customer designated premise, between a Customer designated premise and a Company hub or hubs, or between a Customer designated premise and a WATS Serving Office (WSO).

Optional Features and Functions

- A. Central Office Bridging Capability
 - 1. Voice Bridging (two wire and four wire)
 - 2. Data Bridging (two wire and four wire)

SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.2 DESCRIPTION, (Cont'd)

4.2.1 Voice Grade Service, (cont'd)

Optional Features and Functions, (cont'd)

B. Conditioning

Conditioning provides more specific transmission characteristics for Voice Grade Services.

1. C-Type Conditioning

C-Type conditioning is provided for the additional control of attenuation distortion and envelope delay distortion on data services. The attenuation distortion and envelope delay distortion specifications for C-Type Conditioning are delineated in Technical Reference TR-TSY-000335.

2. D-Type Conditioning (Digital Capability)

D-Type conditioning provides transmission characteristics suitable for data communications. Specifically, D-Type conditioning provides for the control of the signal to C-notched noise ratio and intermodulation distortion. It is available for two point services or multipoint services.

SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.2 DESCRIPTION, (Cont'd)

4.2.1 Voice Grade Services, (cont'd)

Optional Features and Functions, (cont'd)

The Signal to C-Notched Noise Ratio and Intermodulation Distortion Parameter for data capability are delineated in Technical Reference TR-TSY-000335.

When a service equipped with data capability is used for voice communications, the quality of the voice transmission may not be satisfactory.

C. Customer Specified Premise Receive Level

This option allows the Customer to specify the receive level at the Point of Termination (POT). The level must be within a specific range on effective four wire transmission. The ranges are delineated in Technical Reference TR-TSY-000335.

D. Improved Return Loss

1. On Effective Four Wire Transmission at Four Wire Point of Termination (applicable to each two wire port): Provides for a fixed 600 ohm impedance, variable level range and simplex reversal. Company equipment is required at the Customer's premise where this option is ordered. The Improved Return Loss parameters are delineated in Technical Reference TR-TSY-000335.
2. On Effective Two Wire Transmission at Two Wire Point of Termination: Provides for more stringent echo control specifications. In order for this option to be applicable, the transmission path must be four wire at one POT and two wire at the other POT. Placement of Company equipment may be required at the Customer's premise with the two wire POT. The Improved Return Loss parameters are delineated in Technical Reference TR-TSY-000335.

SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.2 DESCRIPTION, (Cont'd)

4.2.1 Voice Grade Services, (cont'd)

Optional Features and Functions, (cont'd)

E. Signaling Capability

Signaling Capability provides for the ability to transmit signals from one Customer premise to another Customer premise on the same service.

F. Selective Signaling Arrangement

An arrangement that permits code selective ringing for up to ten codes on a multi-point service.

G. Transfer Arrangement

A transfer arrangement affords the Customer an additional measure of flexibility in the use of an access channel(s). The arrangement can be utilized to transfer a leg of a Special Access Service to another channel that terminates in either the same or a different Customer premise. A key activated or dial-up control service is required to operate the transfer arrangement. A spare channel, if required, is not included as part of the option.

SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.2 DESCRIPTION, (Cont'd)

4.2.2 Digital Data Service

Basic Channel Description

A digital data channel is for duplex four wire transmission of synchronous serial data at the rate of 2.4, 4.8, 9.6, 19.2, 56.0 or 64.0 Kbps. The actual bit rate is a function of the channel interface selected by the Customer. The channel provides a synchronous service with timing provided by the Telephone Company through the Company's facilities to the Customer in the received bit stream. Digital data channels are provided as either hubbed or non-hubbed services between Customer designated premise or between a Customer designated premise and a Company hub or hubs, where available. The Customer may provide the channel service unit-type equipment or other network channel terminating equipment associated with the digital data channel at the Customer premise.

The Company will provide a channel capable of meeting a monthly average performance equal to or greater than 99.875% error-free seconds (if provided through a digital data hub) while the channel is in service, if it is measured through a CSU equivalent which is designed, manufactured, and maintained to conform with the specifications contained in Technical Reference PUB62310.

SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.2 DESCRIPTION, (Cont'd)

4.2.2 Digital Data Services, (cont'd)

Optional Features and Functions

The Optional Features and Functions described in paragraphs A. and B. following are only available where Digital Data Service is provided via a hub.

A. Central Office Bridging Capability

Bridging is not available on a 64.0 Kbps channel.

B. Transfer Arrangement

A transfer arrangement affords the Customer an additional measure of protection and/or flexibility in the use of their access channel(s) on a 1xN basis. The arrangement can be utilized to transfer a leg of a Special Access Service to either a spare or working channel that terminates in either the same or a different Customer designated premise. This arrangement is only available at a Company designated hub. A key activated or dial-up control service is required to operate the transfer arrangement. A spare channel, if required, is not included as a part of the option.

SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.2 DESCRIPTION, (Cont'd)

4.2.3 High Capacity Service

Basic Channel Description:

A high capacity channel is for the transmission of 1.544 or 44.736 Mbps isochronous serial data. The actual bit rate is a function of the channel interface selected by the Customer. High capacity channels are provided between Customer designated premise or between a Customer designated premise and a Company hub or hubs. The Customer may provide the network channel terminating equipment associated with the high capacity channel at the Customer's premise.

A channel with technical specifications package HC1 will be capable of an error-free second performance of 98.75% over a continuous twenty-four hour period as measured at the 1.544 Mbps rate through a CSU equivalent which is designed, manufactured, and maintained to conform with the specifications contained in Technical Reference PUB 62411.

Optional Features and Functions:

A. Transfer Arrangement

An arrangement that affords the Customer an additional measure of flexibility in the use of their access channel(s). The arrangement can be utilized to transfer a leg of a Special Access Service to either a spare or working channel that terminates in either the same or a different Customer designated premise. A key arrangement activated or dial up control service is required to operate the transfer. A spare channel, if required, is not included as part of the option.

B. Central Office Multiplexing

1. DS3 to DS1

An arrangement that converts a 44.736 Mbps channel to twenty-eight DS1 channels using digital time division multiplexing.

2. DS1 to Voice

An arrangement that converts a 1.544 Mbps channel to twenty-four channels for use with Voice Grade Services. A channel(s) of this DS1 to the hub can also be used for a Digital Data Service.

SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.3 SERVICE CONFIGURATIONS

There are two types of service configurations over which Special Access Services are provided: two point and multi-point.

A. Two-Point Service

Two-Point Service connects two Customer designated premise's directly or through a hub where multiplexing functions are performed, or a Customer designated premise and a WATS Serving Office.

Applicable rate elements are:

- Channel Terminations
- Channel Mileage (as applicable)
- Optional Features and Functions (when applicable)

B. Multi-Point Service

Multi-Point Service connects three or more Customer designated premise through one or more Company hubs. Only certain types of Special Access Service are provided as Multi-Point Service. These are so designated in the descriptions for the appropriate channel.

The channel between hubs (i.e. bridging locations) on a Multi-Point Service is a mid-link. There is no limitation on the number of mid-links available with a Multi-Point Service. However, when more than three mid-links in a tandem are provided the quality of the overall service may be degraded.

SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.3 SERVICE CONFIGURATIONS, (Cont'd)

B. Multi-Point Service, (cont'd)

Multi-Point Service utilizing a customized technical specifications package will be provided when technically possible. If the Company determines that the requested parameter specifications are not compatible, the Customer will be advised and given an opportunity to change the order. When a customized channel is ordered the Customer will be notified whether Additional Engineering Charges apply. In such cases, the Customer will be advised and given the opportunity to change the order.

When ordering, the Customer will specify the desired bridging hub(s).

- Channel Terminations (one per Customer designated premise)
- Channel Mileage (as applicable between the serving wire center for each Customer designated premise and the hub and between hubs)
- Bridging
- Additional Optional Features and Functions (when applicable).

4.4 ALTERNATE USE

Alternate Use occurs when a service is arranged by the Company so that the Customer can select different types of transmission at different times. A Customer may use a service in any privately beneficial manner. However, where technical or engineering changes are required to effectuate an alternate use, the Company will make such special arrangements available on an individual case basis.

The arrangement required to transfer the service from one operation to the other (i.e., the transfer relay and control leads) will be rated and provided on an individual case basis. The Customer will pay the stated Tariff rates for the Access Service rate elements for the service ordered [i.e., Channel Terminations, Channel Mileage (as applicable) and Optional Features and Functions (if any)].

SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.5 DESIGN LAYOUT REPORT

At the request of the Customer, the Company will provide to the Customer the make-up of the facilities and services provided under this Tariff as Special Access Service to aid the Customer in designing its overall service. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge, and will be reissued or updated whenever these facilities are materially changed.

4.6 ACCEPTANCE TESTING

At no additional charge, the Company will, at the Customer's request, cooperatively test the following at the time of installation:

A. Voice Grade Service

For Voice Grade Service (analog) the acceptance test will include tests for loss, 3-tone slope, DC continuity, operational signaling, C-notched noise, C-message noise when these parameters are applicable and specified in the order of service. Additionally, for a balance (improved loss) test will be made if the Customer has ordered the Improved Loss Optional Feature.

B. Digital Service

For Digital Services (i.e., Digital Data and High Capacity), acceptance tests will include tests applicable to the service as specified by the Customer in the order for service.

In addition to the above tests, additional cooperative acceptance testing for Voice Grade Service to test other parameters is available at the Customer's request. All test results will be made available to the Customer upon request.

4.7 ORDERING OPTION AND CONDITIONS

Special Access Service is ordered under the Access Order provisions set forth in this Tariff. Also included are other charges which may be associated with ordering Special Access Service (e.g., Service Date Change Charges, Cancellation Charges, etc.).

SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.8 RATE REGULATIONS

This Section contains the specific regulations governing the rates and charges applicable to Special Access Service.

4.8.1 Rate Categories

There are three basic rate categories which apply to Special Access Service:

- Channel Termination
- Channel Mileage
- Optional Features and Functions

A) Channel Termination

The Channel Termination rate category recovers the costs associated with the communications path between a Customer designated premise and the serving wire center of that premise. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the access service is to be connected at the Point of Termination (POT) and the type of signaling capability, if any. The signaling capability is provided as an optional feature as set forth in paragraph (C) following. One Channel Termination charge applies per Customer designated premise at which the channel is terminated. This charge will apply even if the Customer designated premise and the serving wire center are collocated in a Company building.

For DS3 High Capacity Service, the Channel Termination rates are made up of the DS3 Capacity Interface rate and the DS3 Channel Installed rate. The Capacity Interface rate is dependent upon the capacity ordered (i.e., Capacity Interface of 1, 3, 6 or 12) and is applicable at each Customer designated premise. The capacity ordered is the maximum number of DS3 services that can be terminated on a given service at the Customer designated premise (e.g., a capacity of 3 can terminate 1, 2, or 3 DS3 services). One DS3 Channel Installed rate applies per Customer designated premise at which the channel is terminated for each DS3 channel that is ordered. These charges will apply even if the Customer designated premise and the serving wire center are collocated in a Company building.

SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.8 RATE REGULATIONS, (Cont'd)

4.8.1 Rate Categories, (cont'd)

B) Channel Mileage

The Channel Mileage rate category recovers the costs associated with the end office equipment and the transmission facilities between the serving wire centers associated with two (2) Customer designated premise's, between a serving wire center associated with a Customer designated premise and a Company hub or between two (2) Company hubs. Channel Mileage rates are made up of the Channel Mileage Facility rate and the Channel Mileage Termination rate.

1. Channel Mileage Facility

The Channel Mileage Facility rate recovers the per mile cost for the transmission path which extends between the Company serving wire centers and/or hub(s).

2. Channel Mileage Termination

The Channel Mileage Termination rate recovers the cost for end office equipment associated with terminating the facility (i.e., basic circuit equipment and terminations at serving wire centers and hubs). The Channel Mileage Termination rate will apply at the serving wire center(s) for each Customer designated premise and Company hub where the channel is terminated. If the Channel Mileage is between bridging hubs, the Channel Mileage Termination rate will apply per Company designated hub. If the Channel Mileage is between the serving wire center for a Customer designated premise and a WATS Serving Office, the Channel Mileage Termination rate will apply at both the serving wire center associated with the Customer designated premise and the WATS Serving Office. When the Channel Mileage Facility is zero (0) (i.e., collocated serving wire centers), neither the Channel Mileage Facility rate nor the Channel Mileage Termination rate will apply.

SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.8 RATE REGULATIONS, (Cont'd)

4.8.1 Rate Categories, (cont'd)

C) Optional Features and Functions

The Optional Features and Functions rate category recovers the costs associated with optional features and functions which may be added to a Special Access Service to improve its quality or utility to meet specific communications requirements. These are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics that may be obtained. These characteristics may be obtained by using various combinations of equipment. Although the equipment necessary to perform a specified function may be installed at various locations along the path of the service, they will be charged for as a single rate element.

Examples of Optional Features and Functions that are available include, but are not limited to, the following:

- Signaling Capability
- Hubbing Functions
- Conditioning
- Transfer Arrangements

SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.8 RATE REGULATIONS, (Cont'd)

4.8.1 Rate Categories, (cont'd)

C) Optional Features and Functions (cont'd)

Descriptions for each of the available Optional Features and Functions are set forth in Section 4.2.2 preceding.

A hub is a Company designated serving wire center at which bridging or multiplexing functions are performed. The bridging functions performed are to connect three or more Customer designated premise's in a multi-point arrangement. The multiplexing functions are to channelize digital facilities to individual services requiring a lower capacity or bandwidth

4.8.2 Types of Rates and Charges

There are three types of rates and charges. These are monthly rates, daily rates and non-recurring charges. The rates and charges are described as follows:

A) Monthly Rates

Monthly rates are recurring rates that apply each month.

B) Non-recurring Charges

Non-recurring charges are one time charges that apply for specific work activity (i.e., installation or change to an existing service). The types of non-recurring charges that apply for Special Access Service are: installation of service, installation of optional features and functions, and service rearrangements. These charges are in addition to the Access Order Charge.

SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.8 RATE REGULATIONS, (Cont'd)

4.8.2 Types of Rates and Charges, (cont'd)

B) Non-recurring Charges, (cont'd)

1. Installation of Service

Non-recurring charges apply to each service installed. The non-recurring charges for the installation of service are set for each channel type as a non-recurring charge for the Channel Termination.

2. Installation of Optional Features and Functions

When optional features and functions are installed coincident with the initial installation of service, no separate non-recurring charge is applicable. When optional features and functions are installed or changed subsequent to the installation of service, an Access Order Charge will apply per order.

SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.8 RATE REGULATIONS, (Cont'd)

4.8.2 Types of Rates and Charges, (cont'd)

B) Non-recurring Charges, (cont'd)

3. Service Rearrangements

Service rearrangements are changes to existing (installed) services which may be administrative only in nature, as set forth following, or that involve actual physical change to the service.

Changes in the type of service or channel termination which result in a change of the minimum period requirement will be treated as a discontinuance of the service and an installation of a new service.

Changes in ownership or transfer of responsibility from one Customer to another will be treated as a discontinuance of the service and an installation of a new service.

SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.8 RATE REGULATIONS, (Cont'd)

4.8.2 Types of Rates and Charges, (cont'd)

B) Non-recurring Charges, (cont'd)

4. Administrative Changes

Administrative changes will be made without charge(s) to the Customer.
Administrative changes are as follows:

- Change of Customer name;
- Change of Customer or Customer's end user premise address when the change of address is not a result of physical relocation of equipment;
- Change in billing data (name, address, or contact name or telephone number);
- Change of agency authorization;
- Change of Customer circuit identification;
- Change of billing account number;
- Change of Customer test line number;
- Change of Customer or Customer's end user contact name or telephone number; and
- Change of jurisdiction.

All other service rearrangements will be charged as follows:

- If the change involves the addition of other Customer designated premise to an existing service, the non-recurring charge for the Channel Termination rate element will apply. The charge(s) will apply only for the location(s) being added. The charge(s) will be in addition to an Access Order Charge.

4.8.3 Moves - A move involves a change in the physical location of one of the following:

- The Point of Termination at the Customer's premise; or
- The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.

SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.8 RATE REGULATIONS, (Cont'd)

4.8.3 Moves, (cont'd)

A) Moves within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the non-recurring (i.e., installation) charge for the service termination affected. There will be no change in the minimum period requirements. This charge is in addition to the Access Order Charge.

B) Moves to a Different Building

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

4.8.4 Minimum Periods

The minimum service period for all services except part-time Video and Program Audio Services and DS3 High Capacity Service is one month and the full monthly rate will apply to the first month. The minimum service period for part-time Video and Program Audio Services is a continuous twenty-four hour period, not limited to a calendar day. The minimum service period for DS3 High Capacity Service is twelve months.

SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.8 RATE REGULATIONS, (Cont'd)

4.8.5 Mileage Measurement

Special Access will be billed to Customers under two options. The first option is where the Company will provision and provide a special access circuit from end to end and will bill all mileage at Company's Access Charge rates. The second option is where the Company will only provision the portion of the special access circuit that uses Company facilities. In this case, the Customer would be required to obtain the other portion of special access circuit from the other Company (ies) needed to provision the required services. The applicable mileage option will be the Company's discretion for each special access circuit ordered.

Option I: Company provided and provisioned special access circuit from end to end:

The mileage used to determine the monthly Channel Mileage Facility rate is calculated on the airline distance between the locations involved, i.e.,

- the serving wire centers associated with two Customer designated premise's,
- a serving wire center associated with a Customer designated premise and a hub,
- two hubs
- or between the serving wire center associated with a Customer designated premise and a WATS Serving Office.

SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.8 RATE REGULATIONS, (Cont'd)

4.8.5 Mileage Measurement, (cont'd)

The serving wire center associated with a Customer designated premise is the serving wire center from which this Customer designated premise would normally obtain dial tone. Mileage Charges are shown with each channel type. To determine Mileage Charges airline mileage will be determined in accordance with Section 2.13.

When hubs are involved, mileage is computed and rates applied separately for each section, i.e.,

- Customer designated premise serving wire center to hub,
- hub to hub and/or
- hub to Customer designated premise serving wire center.

However, when any service is routed through a hub for purposes other than Customer specified bridging or multiplexing (e.g., the Company chooses to so route for test access purposes), rates will be applied only to the distance calculated between the serving wire centers associated with the Customer designated premise.

SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.8 RATE REGULATIONS, (Cont'd)

4.8.6 Mixed Use Services

Mixed use refers to a rate application applicable only when the Customer orders high capacity special access facilities between a Customer designated premise and a Company hub where the Company performs multiplexing/de-multiplexing functions and the same Customer then orders the derived channels as Special and Switched Access Services. If the Customer has Switched Access Service between a Customer designated premise and an end office that is multiplexed at a Company hub and subsequently orders the derived channels as Special and Switched Access Service, rates and charges will apply as if the service were ordered as mixed use.

Except as noted above, the high capacity facility will be ordered, provided and rated as Special Access Service (i.e., Channel Termination, Channel Mileage, as appropriate, and Multiplexing Arrangement). The non-recurring charge that applies when the mixed use facility is installed will be the non-recurring charge associated with the appropriate special access high capacity channel termination. Rating as special access will continue until such time as the Customer chooses to use a portion of the available capacity for Switched Access Service. Individual service (i.e., Switched or Special Access) non-recurring charges will not apply to the individual channels of the mixed use facility.

When Special Access Service is provided utilizing a channel of the mixed use facility to a hub, high capacity rates and charges will apply for the facility to the hub, as set forth preceding, and individual service rates and charges will apply from the hub to the Customer designated premise. The rates and charges that will apply to the portion from the hub to the Customer designated premise will be dependent on the specific type of Special Access Service that is provided (e.g., Voice Grade, etc.). The applicable rates and charges will include a channel termination and channel mileage, if applicable. Rates and charges for optional features and functions associated with the service, if any, will apply for the appropriate channel type.

SECTION 4 - SPECIAL ACCESS SERVICE, (Cont'd)

4.8 RATE REGULATIONS, (Cont'd)

4.8.6 Mixed Use Services, (cont'd)

As each individual channel is activated for Switched Access Service, the High Capacity Special Access Channel Termination, Channel Mileage, and Multiplexing rates will be reduced accordingly (e.g., 1/24th for a DS1 service, 1/672nd for a DS3 service, etc.). Switched Access Service rates and charges will apply for each channel that is used to provide a Switched Access Service. Additionally, the Switched Access Service Entrance Facility, Direct Trunked Transport, and Multiplexing charges, if applicable, will be reduced by multiplying their respective rates by the ratio of derived Switched Access Service channels to the total number of voice grade channels that can be derived.

The Customer must place an order for each individual Switched or Special Access Service utilizing the mixed use facilities and specify the channel assignment for each such service.

4.8.7 Individual Case Basis Arrangements

Certain services set forth in Special Access Service, Section 4. are provided on an Individual Case Basis.

CONTENTS

SECTION 5 – VOIP TRAFFIC

5.1 IDENTIFICATION AND RATING OF VOIP TRAFFIC 69

SECTION 5 – VOIP TRAFFIC

5.1 Identification and Rating of VOIP Traffic

5.1.1 General

VOIP traffic is defined as traffic that is exchanged between a Company end user and the Customer in time division multiplexing (TDM) format that originates and/or terminates in Internet protocol (IP) format. These rules establish the method of separating such traffic from the Customer's traditional intrastate access traffic, so that such relevant VOIP traffic can be billed in accordance with the FCC Order (see Report and Order in WC Docket Nos. 10-90, etc. FCC Release No. 11-161 (November 18, 2011)). This section will be applied to the billing of switched access charges to a Customer that is a local exchange carrier only to the extent that the Customer has also implemented billing of interstate access charges for relevant VOIP tariff in accordance with the FCC order. The rates, terms, and conditions of this section will apply to transit services provided in connection with the origination or termination of LEC-CMRS intraMTA traffic.

5.1.2 Rating of VOIP Traffic

The relevant VOIP traffic that is identified in accordance with this Tariff section will be bill at rates equal to the Company's applicable tariffed interstate access rates as specified in Tariff FCC No. 1.

5.1.3 Calculation and Application of Percent VOIP Usage Factor

The Company will determine the number of relevant VOIP traffic minutes of use (MOU) to which the interstate rates will be applied under subsection above, by applying a percent VOIP usage (PVU) factor to the total intrastate access MOU exchanged between a Company end user and the Customer. The PVU will be determined and applied as follows.

A) The Customer will calculate and furnish to the Company a factor (Customer Factor) representing the percentage of the total intrastate and interstate access MOU that the Customer exchanges with the Company in the state, that (a) is sent to the Company and that originated in IP format; or (b) is received from the Company and terminated in IP format. This Customer Factor shall be based on information such as traffic studies, call details, the number of the Customer's retail VOIP subscriptions in the state (as reported in FCC Form 477) or other relevant and verifiable information.

SECTION 5 – VOIP TRAFFIC

REGULATIONS

5.1 Identification and Rating of VOIP Traffic (Cont'd)

5.1.3 Calculation and Application of Percent VOIP Usage Factor (cont'd)

- B) The Company will also calculate a factor (Company factor) representing the percentage of the Company's total intrastate and interstate access MOU in the state that the Company originates or terminates on its network in IP format. This Company factor shall be based on information such as traffic studies, and call detail records.
- C) The Company will use the Company Factor and the Customer Factor to calculate a PVU factor that represents the percentage of total intrastate and interstate access MOU exchanged between a Company end user and the Customer that is originated or terminated in IP format, whether at the Company's end, at the Customer's end or at both ends. The PVU factor will be calculated as the sum of: 1. the Customer Factor and, 2. the Company Factor times (1.0 minus the Customer Factor).
- D) The Company will apply the PVU factor to the total intrastate access MOU exchanged with the Customer to determine the number of relevant VOIP traffic MOUs.

Example 1: The Company Factor is at 20% and the Customer Factor is 40%. The PVU factor is equal to $40\% + (20\% \times 60\%) = 36\%$. The Company will bill 36% of the Customer's intrastate access MOU at the Company's applicable tariffed interstate access rates.

If the Customer does not supply the Company with a Customer Factor according to the preceding paragraph A., the Company will use a PVU equal to the Company's Factor.

- E) The terms associated with Jurisdictional Factors in Section 2 apply in regards to Factor updates and Factor verification.

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CONTENTS

SECTION 6 - SPECIAL ARRANGEMENTS

	PAGE
6.1 SPECIAL CONSTRUCTION	72
6.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE	73
6.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS	73

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SECTION 6 - SPECIAL ARRANGEMENTS

6.1 SPECIAL CONSTRUCTION

6.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's Tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- nonrecurring charges;
- recurring charges;
- termination liabilities; or
- combinations of (a), (b), and (c).

6.1.2 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a Customer.

A) The period on which the termination liability is based is the estimated service life of the facilities provided.

B) The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:

- a) equipment and materials provided or used;
- b) engineering, labor, and supervision;
- c) transportation; and
- d) rights of way and/or any required easements;

2. license preparation, processing, and related fees;

3. Tariff preparation, processing and related fees;

4. cost of removal and restoration, where appropriate; and

5. any other identifiable costs related to the specially constructed or rearranged facilities.

SECTION 6 - SPECIAL ARRANGEMENTS, (Cont'd)

6.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and 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 time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

6.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for services which vary from Tariffed arrangements. Rates quoted in response to such requests may be different for Tariffed services than those specified for such services in the Rate Attachment. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the Customer. The following information will be included in the summary:

- LATA and type of switch
- Service description
- Rates and charges
- Quantity
- Length of the agreement.

CONTENTS

SECTION 7- RECIPROCAL COMPENSATION ARRANGEMENTS

	PAGE
7.1 GENERAL	75
7.2 MEASUREMENT OF ACCESS MINUTES AND DETERMINATION OF BALANCE	75

SECTION 7 - RECIPROCAL COMPENSATION ARRANGEMENTS

7.1 GENERAL

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

The Local Switching element shall apply to Reciprocal Compensation Arrangements.

The Local Transport element will apply to Reciprocal Compensation arrangements. The Local Transport element does not apply to traffic delivered over direct trunks to an end office where the ONP has ordered Expanded Interconnection Service at a Company end office switch or the Company has obtained similar interconnection at an ONP location.

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

7.2 MEASUREMENT OF ACCESS MINUTES AND DETERMINATION OF BALANCE

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

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CONTENTS

SECTION 8 – MISCELLANEOUS OPTIONAL SERVICES

	PAGE
8.1 GENERAL	77
8.2 RECORDING SERVICE.....	78
8.3 AUTOMATIC NUMBER IDENTIFICATION.....	84
8.4 BILLING NAME AND ADDRESS SERVICE.....	85

Issued: June 1, 2013

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SECTION 8 – MISCELLANEOUS OPTIONAL SERVICES

8.1 GENERAL

The Company will provide on an optional basis the following services:

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

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SECTION 8 – MISCELLANEOUS OPTIONAL SERVICES, (Cont'd)

8.2 RECORDING SERVICE

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

The Company will provide recording service in association with the offering of Feature Groups B for 900 Access Service, C, and D Switched Access Service for Customer messages that can be recorded by Company-provided automatic message accounting equipment. In addition, where the Company records the Customer messages on manual tickets, the Company will provide recording service for the manual tickets and at offices where the Company provides Feature Group A switched access service and has the ability to record the Feature Group A call detail with automatic message accounting equipment and mark the recorded call detail as Feature Group A call detail for a specific Customer, the Company will provide the recording service for Feature Group A switched access service. At the request of the Customer, recording service will be provided for Feature Group D switched access service on an end office and type of call basis. Type of call means message telecommunications service (MTS) including 700 and 900 service, calls originating and/or terminating over a WATS access line, and station message detail recording for MTS and calls originating from a WATS access line.

The Company will provide recording service in its operating territory. The minimum territory for which the Company will provide recording service is all the appropriately equipped offices in a state operating territory for which the Customer has ordered Feature Group A, B for 900 service, C, or D switched access service. A state operating territory of a particular telephone Company includes all its LATAs or market areas which are located in the same state including the areas in contiguous states which are assigned to such LATAs or market areas and served by the same Company.

For Feature Group B or 900 Access Service, C, and D Switched Access Service, the term "Customer message" used herein denotes an intrastate call originated by a Customer's end user. Station message detail recording is an optional feature which provides a record of Customer messages originated by MTS and WATS access lines. Such detail will be provided as part of Feature Group D end office and type of call recording service when requested by the Customer. For Feature Group A switched access service, the term "Customer message" used herein denotes a call over an intrastate Feature Group A switched access service. A call includes both calls originated to and terminated from a Feature Group A switched access service. The beginning and ending of a Customer message are determined pursuant to the written instructions of the Customer.

SECTION 8 – MISCELLANEOUS OPTIONAL SERVICES, (Cont'd)

8.2 RECORDING SERVICE, (Cont'd)

8.2.1 Undertaking of the Company

- A) The Company will record all Customer messages carried over Feature Group B for 900 access service, C, and D switched access service that are available to Company-provided recording equipment or operators. The Company will record all Customer messages, including interLATA intrastate messages and interLATA intrastate messages, carried over a Feature Group A switched access service. Unavailable Customer service messages (i.e. certain Feature Group C operator and TOPS messages which are not accessible by Company-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by the Company.
- B) A standard format for the provision of the recorded Customer message detail will be established by the Company and provided to the Customer. If, in the course of Company business, it is necessary to change the format, the Company will notify the involved Customers six months prior to the change.

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

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

SECTION 8 – MISCELLANEOUS OPTIONAL SERVICES, (Cont'd)

8.2 RECORDING SERVICE, (Cont'd)

8.2.2 Liability of the Company

Notwithstanding 8.2.1 preceding, the Company's liability for recording service is as follows:

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

8.2.3 Obligations of the Customer

The Customer shall order recording service under a special order.

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

The Customer shall order recording service for Feature Group D switched access by end office and type of call in accordance with the terms and conditions established on an individual case basis special order.

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SECTION 8 – MISCELLANEOUS OPTIONAL SERVICES, (Cont'd)

8.2 RECORDING SERVICE, (Cont'd)

8.2.4 Payment Arrangements and Audit Provision

A) Notice and Scope

- 1) Upon forty-five (45) days' prior written notice by the Customer to the Company (or such shorter period as the parties may mutually agree upon), the Customer or its authorized representative shall have the right to commence an audit during normal business hours and at intervals of no more than one audit in any six month period. The audit will be limited to all such records and accounts as may, under recognized accounting practices, contain information bearing upon amounts subject to being billed to the Customer's end users by the Company as part of its provision of billing and collection services and the changes to the Customer for other services provided by the Company pursuant to this Tariff.
- 2) The written notice of audit shall identify the date upon which it is to commence, the location, the Customer's representatives, the subject matter of the audit, and the materials to be reviewed.
- 3) The written notice of audit shall be directed to the Company's representative at the address stipulated by such representative.
- 4) The Company may, within thirty (30) days of receipt of the Customer's notice of audit, postpone commencement by written notice for a period not to exceed fifteen (15) days, but only for good cause. The Company shall also indicate the new date for commencement of said audit.
- 5) Upon completion of the audit, the Customer's auditors are to provide an oral report of their findings to the Company prior to their departure, followed by a letter within thirty (30) days confirming findings.

B) Payment of Expense

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

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SECTION 8 – MISCELLANEOUS OPTIONAL SERVICES, (Cont'd)

8.2 RECORDING SERVICE, (Cont'd)

8.2.4 Payment Arrangements and Audit Provision, (cont'd)

C) Requests for Examinations

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

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

D) Audit Provision

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

E) Minimum Period and Minimum Monthly Charges

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

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SECTION 8 – MISCELLANEOUS OPTIONAL SERVICES, (Cont'd)

8.2 RECORDING SERVICE, (Cont'd)

8.2.4 Payment Arrangements and Audit Provision, (cont'd)

F) Cancellation of a Special Order

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

G) Changes to Special Orders

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

8.2.5 Rate Regulations

The special order charge applies for each special order accepted by the Company for recording service or for a subsequently requested change.

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SECTION 8 – MISCELLANEOUS OPTIONAL SERVICES, (Cont'd)

8.3 AUTOMATIC NUMBER IDENTIFICATION

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

8.3.1 Rate Regulations

When ANI is delivered (with Feature Group D originating) and the Customer is charged the recording rate as set forth in the rate schedule, following, the ANI rate does not apply. If the Customer is not charged the recording rate, the ANI rate as set forth in the rate schedule will apply for each ANI record delivered to the Customer.

SECTION 8 – MISCELLANEOUS OPTIONAL SERVICES, (Cont'd)

8.4 BILLING NAME AND ADDRESS SERVICE

Billing Name and Address (BNA) service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company.

BNA service is provided for the sole purpose of permitting the Customer to bill its telephonic communications services to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The Customer may not use BNA information to bill for merchandise, gift certificates, catalogs, or other services or products.

BNA services are provided on both a manual and a mechanized basis. On a manual basis, the information will be provided by voice telecommunications or by mail, as appropriate. On a mechanized basis, the information will be entered on magnetic tape containing recorded Customer messages.

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the Company's database. In addition, BNA information for messages originated from data terminal numbers (DTNs) of data communications services is furnished on a manual basis only.

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SECTION 8 – MISCELLANEOUS OPTIONAL SERVICES, (Cont'd)

8.4 BILLING NAME AND ADDRESS SERVICE, (Cont'd)

8.4.1 Undertaking of the Company

- A) A request for information on over 100 and up to 500 telephone numbers should be mailed to the Company. The Company will provide the response by first class U.S. Mail within ten (10) business days.
- B) Upon receipt of a magnetic tape of recorded Customer messages, the Company will, at the request of the Customer, provide BNA service on a mechanized basis. The tape of messages may be provided by the Customer or, where the Customer subscribes to recording service as set forth in 8.2 preceding, may be the output from that service. The Company will enter the BNA information on the recorded message tape and send the tape to the Customer by first class U.S. Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.

The Company will provide a response to Customer-provided tapes by mail within six (6) business days of receipt. The Company will process and mail tapes which are the output of recording service every fifth business day.

- C) The Company will specify the format in which requests and tapes are to be submitted.
- D) The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company Customer records information system, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the Company will provide an indicator on the confidential records.
- E) The Company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

SECTION 8 – MISCELLANEOUS OPTIONAL SERVICES, (Cont'd)

8.4 BILLING NAME AND ADDRESS SERVICE, (Cont'd)

8.4.2 Obligations of the Customer

- A) With each order for BNA service, the Customer shall identify the authorized individual and address to receive the BNA information.
- B) A Customer which orders BNA service on a mechanized basis and which intends to submit tapes of record messages for processing must provide the Company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.
- C) The Customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this Tariff and that BNA information is available only to those Customer personnel or agents with a need to know the information. The Customer must handle all billing name and address information designated as confidential by the Company in accordance with the Company's procedures concerning confidential information. The Company will provide to the Customer a statement of its procedures concerning confidential information.
- D) The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's end user records, accounts, databases or market data, records, files and databases or other systems it assembles through the use of BNA service.
- E) When the Customer orders BNA service for both interstate and intrastate messages, the projected percentage of intrastate use must be provided in a whole number to the Company. The Company will designate the number obtained by subtracting the projected intrastate percentage from 100 (100-projected intrastate percentage = intrastate percentage) as the projected intrastate percentage. This whole number percentage will be used by the Company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the Company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth below.

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SECTION 8 – MISCELLANEOUS OPTIONAL SERVICES, (Cont'd)

8.4 BILLING NAME AND ADDRESS SERVICE, (Cont'd)

8.4.2 Obligations of the Customer, (cont'd)

E) (cont'd)

Effective on the first of January, April, July, and October of each year the Customer may update the jurisdictional report. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e. February, May, August, and November). No prorating or backbilling will be done based on the report. If the Customer does not supply the report, the Company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the order for service.

F) The Company shall use reasonable efforts to provide accurate and complete lists. The Company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

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SECTION 8 – MISCELLANEOUS OPTIONAL SERVICES, (Cont'd)

8.4 BILLING NAME AND ADDRESS SERVICE, (Cont'd)

8.4.3 Rate Regulations

- A) Service Establishment Charges apply for the initial establishment of BNA service on a manual basis, for the initial establishment of BNA service on a mechanized basis and for establishment of a master BNA list for a Customer.
- B) A charge applies for each request for BNA information for a telephone number or DTN number on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis.

The Company will keep a count of the requests and of the messages processed. The Company will bill the Customer in accordance with these counts whether or not the Company was able to provide BNA information for all request and messages.

- C) Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in the rate schedule following will apply to each such message.

Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the Company between interstate and intrastate.

The percentages provided in the reports as set forth in 8.4.2(E) preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (i.e., requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use times the stated Tariff rate.

- D) When a Customer cancels an order for BNA service after the order date, the service establishment charge applies.

CONTENTS

SECTION 9 – PRESUBSCRIPTION SERVICE

	PAGE
9.1 GENERAL	91
9.2 PROVISIONS	91

SECTION 9-PRESUBSCRIPTION SERVICE

9.1 General

Presubscription is a process whereby an end user or location provider may select and designate to the Company the primary toll carrier(s) they wish to access on a direct dialed basis (without dialing an access code) for calls leaving the local service area of the Company. The list of toll providers providing intrastate toll service(s) to the Company's serving area is made available to the end user or location provider in the Company's service guide.

Should a caller wish to use the services of a toll provider other than the designated toll provider on the line, it will be necessary for the caller to dial the appropriate toll provider access code.

9.2 Provisions

A) Charge Applications

End Users or location providers placing orders for service will be asked to designate a primary toll provider at the time they place an order with the Company for Exchange Service. This selection is made free of charge.

The non-recurring charge for a primary toll provider change is billed to the end user subscribed to the Exchange Service. However, a toll provider may, at its option, elect to pay the non-recurring charge on behalf of the end user.

B) Dispute Application for Presubscription

If the end user or location provider disputes a toll provider change, the Company will investigate the origin of the change and shall restore the end user or location provider to their previous toll provider. If the change was due to Company error, the end user or location provider will be returned to their previous primary toll provider free of charge. If the change was submitted by a toll provider, and the toll provider is unable to produce the signed end user or location provider Letter of Authorization (LOA), the non-recurring charges will be assessed to the unauthorized toll provider.

If there is a conflict between an end user, a location provider or their respective agent, on one hand, and a toll provider on the other hand, over the designation of the primary toll provider, the Company will honor the designation selected by the end user or location provider or their respective agent, regardless of any contractual obligations the end user, location provider or agent may have with one (1) or more toll providers.

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SECTION 9-PRESUBSCRIPTION SERVICE, (Cont'd)

9.2 Provisions, (Cont'd)

B) Dispute Application for Presubscription, (cont'd)

If there is a conflict between an end user and/or location provider, on one hand, and their agent on the other hand, over designation of the primary toll provider, the Company will honor the designation selected by the end user and/or location provider, regardless of any contractual obligations the end user and/or location provider may have with one (1) or more toll providers or agents.

C) Cancellation of Toll Provider Participation for Presubscription

If a toll provider elects to discontinue all of its FGD service in the end office, the toll provider is obligated to do the following:

- Notify the Company of the cancellation of their FGD service, and;
- Contact all end users or location providers that are presubscribed to the canceling toll provider as their primary toll provider. Inform these end users or location providers of cancellation and request the end users or location providers to contact the Company to select a new primary toll provider.

The Company will bill the canceling toll provider the service order charge for each end user and location provider the canceling toll provider has currently presubscribed to them.

Such charge will not apply to a canceling toll provider where the canceling toll provider transfers or assigns its FGD services and the associated carrier access code to another toll provider in such a manner that the Company does not change end user or location provider toll provider designations or if another toll provider elects to pay the toll provider change charge on behalf of the canceling toll provider. The charge will apply if a mass conversion of access codes is requested by the Customer which causes the Company to change end user or location provider toll provider designations.

SECTION 9-PRESUBSCRIPTION SERVICE, (Cont'd)

9.2 Provisions, (Cont'd)

D) Verification of Orders for Long Distance Telemarketing

No toll provider shall submit to the Company a primary toll provider change order generated by telemarketing unless and until the order has first been confirmed in accordance with one (1) of the following procedures:

1. The toll provider obtains the billed party's written authorization to submit the primary toll provider change order and confirms:
 - The billed party's billing name and address and each telephone number to be covered by the change order;
 - The billed party's decision to change primary toll providers; and
 - The billed party's understanding of the change fee; or
2. The toll provider obtains the billed party's electronic authorization to submit the change order. The billed party will place a call, from the telephone number(s) on which the toll provider designation is to be changed, to a toll free telephone number that is dedicated to the toll providers verification process. The verification number will connect the billed party to a voice response unit that records the originating ANI and the required information described in (1) preceding; or
3. An appropriately qualified and independent third party, operating in a location physically separate from the telemarketing representative, obtains the billed party's oral authorization to submit the change order. This authorization must confirm the order and include appropriate verification data (e.g., the billed party's date of birth or social security number).

SECTION 10 - RATES AND CHARGES

10.1 Common Line Access Service

RESERVED FOR FUTURE USE

10.2 Switched Access Service

10.2.1 Switched Transport Charges

A.	<u>Switched Local Channel</u>	1 st Svc. <u>Installed</u>	Addl. Svc. <u>Installed</u>	<u>MRC</u>
	Two-Wire (VG), NRC	\$ NOTE 1		
	Four-Wire (VG), NRC	\$ NOTE 1		
	DS1 Service, NRC	\$ NOTE 1		
	DS3 Service, NRC	\$ NOTE 1		
B.	<u>Switched Interoffice Channel, Dedicated Transport</u>			
		<u>NRC</u>		<u>MRC</u>
	Two-Wire (VG), per mile			\$ NOTE 1
	per termination	\$ NOTE 1		\$ NOTE 1
	Four-Wire (VG), per mile			\$ NOTE 1
	per termination	\$ NOTE 1		\$ NOTE 1
	DS1 Service, per mile			\$ NOTE 1
	per termination	\$ NOTE 1		\$ NOTE 1
	DS3 Service, per mile			\$ NOTE 1
	per termination	\$ NOTE 1		\$ NOTE 1
C.	<u>Trunk Activation</u>	1 st Svc. <u>Installed</u>	Addl. Svc. <u>Installed</u>	
	Per Trunk, NRC	\$ NOTE 1	\$ NOTE 1	
D.	<u>500 Access</u>			
	- First NXX Code Submitted on ASR, NRC			\$ NOTE 1
	- Additional NXX Codes Submitted on Same ASR, NRC			\$ NOTE 1
	- Per 500 Call with 500 Customer Identification, per call,			\$ NOTE 1

NOTE 1- the Company's switched access rates mirror the current intrastate switched access rates of the Incumbent Local Exchange Companies ("ILEC") which serves the territory in which the traffic originates or terminates, as set forth in that ILEC's Intrastate Switched Access Tariff (AT&T fka Bellsouth Telecommunications, Inc. Tennessee and Millington Telephone Company).

SECTION 10 – RATES AND CHARGES, (Cont'd)

10. RATES AND CHARGES, (Cont'd)10.2 Switched Access Service, (cont'd)10.2.2 Multiplexing

DS3 to DS1

Per Arrangement, NRC	\$ NOTE 1
Per Arrangement, MRC	\$ NOTE 1
Per Interface, NRC	\$ NOTE 1
Per Interface, MRC	\$ NOTE 1

DS1 to Voice/Data

Per Arrangement, NRC	\$ NOTE 1
Per Arrangement, MRC	\$ NOTE 1

10.2.3 Tandem Switched Transport

	<u>Originating</u>	<u>Terminating</u>
Tandem Switched Facility		
Per Access Minute per Mile	\$ NOTE 1	\$ NOTE 1
Tandem Switched Termination		
Per Access Minute per Termination	\$ NOTE 1	\$ NOTE 1
Tandem Switching		
Per Access Minute per Tandem	\$ NOTE 1	\$ NOTE 1
Tandem/End Office Trunk Port		
DS0/Voice Grade, MRC	\$ NOTE 1	\$ NOTE 1
DS1, MRC	\$ NOTE 1	\$ NOTE 1
Common Trunk Port Charge		
Per Each Common Transport Trunk Termination/ per Access Minute	\$ NOTE 1	\$ NOTE 1

NOTE 1- the Company's switched access rates mirror the current intrastate switched access rates of the Incumbent Local Exchange Companies ("ILEC") which serves the territory in which the traffic originates or terminates, as set forth in that ILEC's Intrastate Switched Access Tariff (AT&T fka BellSouth Telecommunications, Inc. Tennessee and Millington Telephone Company).

SECTION 10 – RATES AND CHARGES, (Cont'd)

10. RATES AND CHARGES, (Cont'd)

10.2 Switched Access Service, (cont'd)

10.2.4 800 Series Data Base Access Service Queries

Toll Free Ten Digit Screening
Service with 800 Number Delivery \$ NOTE 1

Toll Free Dialing Digit Screening Service with
Optional Complex Feature \$ NOTE 1

Toll Free Dialing Ten Digit Screening
Service with POTS Number Delivery \$ NOTE 1

Toll Free Dialing Ten Digit Screening
With POTS Number Delivery for 800 Numbers
with Optional Complex Feature \$ NOTE 1

10.2.5 Network Blocking Charge

Per Call Blocked \$ NOTE 1

10.2.6 End Office

Originating Terminating

Local Switching, MRC \$ NOTE 1 \$ NOTE 1

Information Surcharge

Per 100 Minutes \$ NOTE 1

10.2.7 Operator Transfer Service

Per Call Transferred, MRC \$ NOTE 1

NOTE 1- the Company's switched access rates mirror the current intrastate switched access rates of the Incumbent Local Exchange Companies ("ILEC") which serves the territory in which the traffic originates or terminates, as set forth in that ILEC's Intrastate Switched Access Tariff (AT&T fka BellSouth Telecommunications, Inc. Tennessee and Millington Telephone Company).

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SECTION 10 – RATES AND CHARGES, (Cont'd)

10. RATES AND CHARGES, (Cont'd)

10.3 Special Access Service

RESERVED FOR FUTURE USE

SECTION 10 – RATES AND CHARGES, (Cont'd)

10. RATES AND CHARGES, (Cont'd)

10.3 Special Access Service

RESERVED FOR FUTURE USE

SECTION 10 – RATES AND CHARGES, (Cont'd)

10. RATES AND CHARGES, (Cont'd)

10.4 Other Services

10.4.1 Access Ordering

A. Access Order Charge

Switched Access - Per Order \$ 260.00

B. Service Date Change Charge

Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The Access Order Charge as specified in 10.3.1(A) preceding does not apply.

Per Order \$ 26.21

Service Date Change – Additional Dispatch Charge, Per Occurrence \$ 150.00

C. Design Change Charge

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring design change.

Per Order \$ 26.21

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SECTION 10 – RATES AND CHARGES, (Cont'd)

110 RATES AND CHARGES, (Cont'd)

10.4 Other Services, (cont'd)

10.4.2 Additional Engineering

<u>Additional Engineering Periods</u>	<u>First Half Hour or Fraction Thereof</u>	<u>Each Addt'l. Half Hour or Fraction Thereof</u>
A. Basic Time per engineer normally scheduled working hours	\$ 66.00	\$ 39.79
B. Overtime per engineer outside of normally scheduled working hours	\$ 73.41	\$ 47.20

These additional engineering charges are applicable for the following:

For additional technical information after the Company has already provided the technical information normally included on the Design Layout Report.

10.4.3 Additional Labor

<u>Additional Labor Periods</u>	<u>First Half Hour or Fraction Thereof</u>	<u>Each Addt'. Half Hour or Fraction Thereof</u>
A. <u>Installation or Repair</u>		
Overtime, outside of normally scheduled working hours on a scheduled work day, per technician	\$ 29.31	\$ 3.10
Premium Time, outside of scheduled work day, per technician	\$ 32.42	\$ 6.21

SECTION 10 – RATES AND CHARGES, (Cont'd)

10. RATES AND CHARGES, (Cont'd)10.4 Other Services, (cont'd)10.4.3 Additional Labor, (cont'd)Additional Labor Periods

B. <u>Stand by</u>	<u>First Half Hour Or Fraction Thereof</u>	<u>Each Add'l. Half Hour or Fraction Thereof</u>
Basic Time, normally scheduled working hours, per technician	\$ --	\$ 17.91
Overtime, outside of normally scheduled working hours on a scheduled work day, per technician	\$ --	\$ 21.01
Premium Time, outside of scheduled work day, per technician	\$ --	\$ 24.12
C. <u>Testing and Maintenance with other Telephone Companies, or Other Labor</u>		
Basic Time per technician normally scheduled working hours	\$ 44.12	\$ 17.91
Overtime per technician outside of normally scheduled working hours on a scheduled work day	\$ 47.22	\$ 21.01
Premium Time per technician outside of scheduled work day	\$ 50.33	\$ 24.12

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SECTION 10 – RATES AND CHARGES, (Cont'd)

10. RATES AND CHARGES, (Cont'd)10.4 Other Services, (cont'd)10.4.3 Additional Labor, (cont'd)

	<u>First Half Hour Or Fraction Thereof</u>	<u>Each Add'l. Half Hour or Fraction Thereof</u>
<u>D. Maintenance of Service</u>		
Basic Time per technician normally scheduled working hours	\$ 80.00	\$ 55.00
Overtime per technician outside of normally scheduled working hours on a scheduled work day	\$ 90.00	\$ 65.00
Premium Time per technician outside of scheduled work day	\$ 100.00	\$ 75.00

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SECTION 10 – RATES AND CHARGES, (Cont'd)

10. RATES AND CHARGES, (Cont'd)10.4 Other Services, (cont'd)10.4.4 Miscellaneous ServicesA. Additional Cooperative Acceptance Testing – Switched Access

	<u>First Half Hour Or Fraction Thereof</u>	<u>Each Add'l. Half Hour or Fraction Thereof</u>
Basic Time, normally scheduled working hours	\$ 43.75	\$ 17.54
Overtime, outside normally scheduled working hours on a scheduled work day	\$ 47.02	\$ 20.81
Premium Time, outside scheduled work day	\$ 50.29	\$ 24.08

B. Automatic Scheduled Testing - Switched AccessTo First Point
of Switching, MRC

Gain Slope Test, Per Circuit	\$ 0.06
C-Notched Noise Test	\$ 0.06
1004 Hz Loss	\$ 0.06
C-Message Noise	\$ 0.06
Balance (Return Loss), Per Circuit	\$ 0.06

C. Cooperative Scheduled TestingTo First Point
of Switching, MRC

Gain Slope Test, Per Circuit	\$ 0.34
C-Notched Noise Test	\$ 0.25
1004 Hz Loss	\$ 0.34
C-Message Noise	\$ 0.25

Balance (Return Loss), Per Circuit

\$ 0.55

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SECTION 10 – RATES AND CHARGES, (Cont'd)

10. RATES AND CHARGES, (Cont'd)10.4 Other Services, (cont'd)10.4.4 Miscellaneous Services, (cont'd)D. Manual Scheduled TestingTo First Point
of Switching, MRC

Gain Slope Test, Per Circuit	\$ 0.90
C-Notched Noise Test	\$ 0.59
1004 Hz Loss	\$ 0.90
C-Message Noise	\$ 0.59
Balance (Return Loss), Per Circuit	\$ 1.20

E. Nonscheduled Testing(1) Automatic Testing,
To First Point
of Switching, MRC

Gain Slope Test, Per Circuit	\$ 12.44
C-Notched Noise Test	\$ 12.44
1004 Hz Loss	\$ 12.44
C-Message Noise	\$ 12.44
Balance (Return Loss), Per Circuit	\$ 12.44

(2) Cooperative Testing, Testing Periods

	<u>First Half Hour Or Fraction Thereof</u>	<u>Each Addtl. Half Hour or Fraction Thereof</u>
Basic Time, normally scheduled working hours	\$ 43.75	\$ 17.54
Overtime, outside normally scheduled working hours on a scheduled work day	\$ 47.02	\$ 20.81
Premium Time, outside scheduled work day	\$ 50.29	\$ 24.08

SECTION 10 – RATES AND CHARGES, (Cont'd)

10. RATES AND CHARGES, (Cont'd)10.4 Other Services, (cont'd)10.4.4 Miscellaneous Services, (cont'd)E. Nonscheduled Testing, (cont'd)

(3) Manual Testing

	<u>First Half Hour Or Fraction Thereof</u>	<u>Each Add'l. Half Hour or Fraction Thereof</u>
Basic Time, normally scheduled working hours	\$ 43.93	\$ 17.72
Overtime, outside normally scheduled working hours on a scheduled work day	\$ 47.12	\$ 20.91
Premium Time, outside scheduled work day	\$ 50.31	\$ 24.10

SECTION 10 – RATES AND CHARGES, (Cont'd)

10. RATES AND CHARGES, (Cont'd)

10.4 Other Services, (cont'd)

10.4.4 Miscellaneous Services, (cont'd)

F.	Originating Line Screening (OLS) Per Query, NRC	\$ Reserved for Future Use
G.	Billing Name and Address Service	
	- Paper Output, per record processed	\$ 0.010000
	- Magnetic Tape, per record processed	\$ 0.005000
	- Magnetic Tape, per tape or data file	\$ 44.00
	- Fiche Output, per account processed	\$ 0.003000

SECTION 10 – RATES AND CHARGES, (Cont'd)

10. RATES AND CHARGES, (Cont'd)

10.4 Other Services, (cont'd)

Rate

10.4.5 Specialized Service or Arrangements

ICB

Specialized Service or Arrangements are provided on an individual case basis.