TITLE PAGE

KENTUCKY
INTRASTATE ACCESS SERVICES TARIFF

OF

Time Warner Cable Information Services (Kentucky), LLC
d/b/a Time Warner Cable

This tariff contains the descriptions, regulations and rates applicable to the furnishing of Access Services provided by Time Warner Cable Information Services (Kentucky), LLC d/b/a Time Warner Cable within the State of Kentucky. This tariff is on file with the Kentucky Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 60 Columbus Circle, New York, NY 10023.

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By: Julie P. Laine, Secretary
60 Columbus Circle
New York, NY 10023

KY at 201

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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EXPLANATION OF SYMBOLS

(C) To signify changed rate, regulation or condition.

(D) To signify discontinued rate, regulation or condition.

(I) To signify an increase.

(M) To signify text relocated without change.

(N) To signify new material, including a listing, rate, regulation, rule or condition.

(R) To signify a reduction.

(T) To signify a change in the word of text, but no change in the rate, rule or condition.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Access Code - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 101XXXX or 950-XXXX.

Access Line - An arrangement by which the Customer connects a local exchange line to a Company-designated switching center or Point of Presence.

Access Minutes - The increment for measuring usage of Company's exchange facilities for the purpose of calculating chargeable usage.

Access Service Request ("ASR") - The Service Order form used by Access Service Customers and the Company to the process of establishing, moving or rearranging Access Services provided by the Company.

Access Tandem - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between the Customer's Premises or Point of Presence and a third-party carrier's point of switching or aggregation.

Automatic Number Identification ("ANI") - The automatic transmission of a caller's billing account telephone number to a local exchange company, Interexchange Carrier or a third party. The primary purpose of ANI is for billing toll calls.

Bps - Bits per second.

Call - A communication attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the Company's switch equivalent or facility.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D.)

Central Office - The Premises of the Company or another local exchange carrier containing one or more switches that are used for interconnection with other service providers and network facilities.

CIC - An Interexchange Carrier identification code.

CMRS – Commercial Mobile Radio Service

Commission - Refers to the Kentucky Public Service Commission, unless otherwise indicated.

Company or Carrier - Refers to Time Warner Cable Information Services (Kentucky), LLC, d/b/a Time Warner Cable, issuer of this tariff.

Constructive Order - Delivery of Calls to or acceptance of Calls from the Customer's End Users over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase Switched Access Services as described herein. Similarly the selection of the Customer by an End User as the End User's PIC constitutes a Constructive Order for Switched Access by the Customer.

Customer - Any person, firm, partnership, corporation or other entity which uses Service under the terms and conditions of this tariff and is responsible for the payment of charges. In most contexts, the Customer is an Interexchange Carrier utilizing the Company's Services described in this tariff to reach one or more End Users.

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

Dedicated Access - A method of reaching the Customer's communication and switching systems whereby the End User is connected directly to the Customer's Point of Presence or designate without utilizing the services of the local switched network. Originating or terminating access between an End User and an Interexchange Carrier may be provided via dedicated facilities, circuits or channels.

DS1 -Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 Services.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D.)

End Office Switch - A Company switching system where Customer or End User station loops are terminated for purposes of interconnection to other station loops, Trunks or access facilities.

End User - The term "End User" means any customer of an Intrastate telecommunications service provider that is not a carrier except that a carrier other than a telephone company shall be deemed to be an "End User" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "End User" if all resale transmissions offered by such reseller originate on the Premises of such reseller. Other carriers, including IXCs, are not considered to be End Users under the terms of this Tariff, unless the Company, at its sole discretion, consents to such classification in writing.

End User Premises - The Premises specified by the Customer or End User for termination of Access Services at the End User's physical location.

Exchange - A group of lines in a unit generally smaller than a LATA established by the Company or other local exchange carrier 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.

Individual Case Basis ("ICB") - A process whereby the terms, conditions, rates and/or charges for a Service provided under the general provisions of this tariff are developed or modified based on the unique circumstances in each case.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D.)

Interstate - For the purpose of this tariff, the term Interstate applies to the regulatory jurisdiction of services used for communications between one or more originating and terminating points located in different states within the United States or between one or more points in the United States and at least one international location.

Intrastate - For the purpose of this tariff, the term Intrastate applies to the regulatory jurisdiction of services used for communications between one or more originating and terminating points, all located within the state of Kentucky.

Interexchange Carrier ("IXC") - A long distance telecommunications services provider that furnishes services between Exchange areas.

Kbps - Kilobits per second; 1000s of bits per second.

Local Access and Transport Area ("LATA") - A geographic area for the provision and administration of communications services existing on February 8, 1996, as previously established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192; or established by a Bell operating company after February 8, 1996 and approved by the FCC; or any other geographic area designated as a LATA in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

LEC - Local Exchange Company.

Message - See Call.

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish a Service or feature.

NPA - Numbering Plan Area or area code.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D.)

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

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

Originating Direction - The use of Switched Access Service for the origination of Calls from an End User's Premises to a Customer's Point of Presence.

Point of Presence ("POP") - The physical location associated with an Interexchange Carrier's communication and switching systems.

Point of Termination - The point of demarcation within a Customer or End User 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 or End User-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

Premises - A building, portion of a building in a multi-tenant building, or buildings on continuous property not separated by a highway. May also denote a Customer-owned enclosure or utility vault located above or below ground on private property or on Customer acquired right-of-way.

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

Recurring Charge - The charges to the Customer for Services, facilities or equipment, which continue for the agreed upon duration of the Service. Recurring Charges do not vary based on Customer usage of the Services, facilities or equipment provided.

Service(s) – Service provided to a Customer by the Company pursuant to this tariff.

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested Service or facility is available for use, unless extended by the Customer's refusal to accept Service which does not conform to standards in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order - A written request for network Services executed by the Customer and the Company. The signing of a Service Order by the Customer and acceptance by the Company begins the respective obligations of the parties in that order for Services offered under this tariff.

Serving Wire Center Switch - A Company switching system where Customer or End User station loops are terminated for purposes of interconnection to other station loops, Trunks or access facilities. In most contexts, the Customer is connected via station loops or Trunks to a Serving Wire Center Switch.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D.)

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

Switched Access - Where originating or terminating access between an End User and an Interexchange Carrier is provided via Feature Group facilities, circuits or channels provided by a local exchange carrier. A method of reaching the Customer's communication and switching systems whereby the End User is connected to the Customer's Point of Presence or designate using Services of the local switched network.

Tandem Switch - See Access Tandem.

TDM – Time Division Multiplexing – a method of transmitting and receiving voice signals over the Public Switched Telephone Network (PSTN).

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

Terminating Direction - The use of Switched Access Service for the completion of Calls from a Customer's Point of Presence to an End User Premises.

Toll VOIP-PSTN Traffic – The term Toll VoIP-PSTN Traffic denotes a Customer's interexchange voice traffic exchanged with the Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. Toll VoIP-PSTN Traffic originates and/or terminates in IP format when it originates from and or terminates to an End User Customer of a service that requires IP-compatible customer premises equipment.

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.

TWCIS (KY) - Refers to Time Warner Cable Information Services (Kentucky), LLC d/b/a Time Warner Cable, issuer of this tariff.

VoIP Service – Transmission of voice communication by aid of wire, cable, radio, or other like connection using Voice Over Internet Protocol that is originated or terminated in Internet Protocol (IP) format.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Company

2.1.1 The Company undertakes to furnish Switched Access communications Service pursuant to the terms of this tariff.

2.1.2 The Company's Services are available twenty-four (24) hours per day, seven (7) days per week.

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

2.1.4 The Company arranges for installation, operation, and maintenance of the communications Services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. Customer shall be responsible for all charges due for such Service arrangements.

2.2 Use of the Company's Service

2.2.1 Services provided under this tariff may be used by the Customer for any lawful purpose for which the Service is technically suited.

2.2.2 The Company's Services shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all applicable governmental approvals, authorizations, licenses, consents and permits.

2.2.3 Recording of telephone conversations carried on Services provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

2.2.4 Any Service provided under this tariff may be resold to or shared with (jointly used) other persons at the Customer's discretion. 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 and End Users 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. The Company may require applicants for Service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.3 Limitations

2.3.1 The Company does not undertake to transmit Messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.3.2 The furnishing of Service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and equipment and is limited to the capacity of the Company's facilities and any facilities the Company may obtain from other carriers, from time to time, to furnish Service, at the sole discretion of the Company.

2.3.3 The Company reserves the right to limit or to allocate the use of its facilities and of any additional facilities otherwise offered by the Company at the sole discretion of the Company.

2.3.4 The Company may block any signals being transmitted over its network by or on Customer's behalf that cause interference to the Company or other users. Customer shall not be relieved of any obligations to make payment for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such interference or blockage.

2.3.5 The Company reserves the right to discontinue Service without notice when the Customer is using the Service in violation of the provisions of this tariff, or in violation of the law.

2.3.6 The Company reserves the right to discontinue Service, limit Service, or to impose additional requirements as appropriate to meet changing regulatory or statutory rules and standards, including when such rules and standards have an adverse material effect on the business or economic feasibility of providing Service, as determined by the Company in its reasonable judgment.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.4 Assignment and Transfer

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the Services provided by the Company without the written consent of the other party, except that the Company may, without obtaining the consent of the Customer, assign its rights and duties to (a) any entity controlling, controlled by or under common control with the Company, whether direct or indirect; (b) under any sale or transfer of all or substantially all the assets of the Company within the applicable state or states; or (c) under any financing, merger or reorganization of the Company. All terms and conditions contained in this document shall apply to all such permitted transferees or assignees.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.5 Application for Service

Customers may be required to enter into written (including electronic) or oral Service Orders which shall include or refer to a specific description of the Service ordered thereby, the rates to be charged, the duration of the Service, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

2.6 Ownership of Facilities

2.6.1 The Customer obtains no property right or interest in the use of any facility, Service, equipment, number, process, or code associated with the Service.

2.6.2 Title to all facilities and equipment utilized by the Company to provide Service under the provisions of this tariff shall remain with the Company, its affiliates, partners, agents, contractors or suppliers. Such facilities shall be returned to the Company, its affiliates, partners, agents, contractors or suppliers by the Customer, whenever requested by the Company, within such reasonable period specified in the Company in its request for return of facilities and equipment, in original condition (reasonable wear and tear expected).

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.7 Liability of the Company

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

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

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

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

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

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.7 Liability of the Company (Cont'd.)

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

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

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

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

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.8 Liability of the Customer

2.8.1 The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

2.8.2 To the extent caused by the acts or omissions of the Customer as described in Section 2.8.1, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any Service provided to such third party.

2.8.3 A Customer shall not assert any claim against any other Customer or user of the Company's Services for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

2.8.4 The Customer shall be fully liable for any damages, including, without limitation, usage charges, that the Customer may incur as a result of the unauthorized use of Services provide to a Customer. Unauthorized use occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's Services provided under this tariff. The unauthorized use of the Company's Services includes, but is not limited to, the placement of Calls from the Customer's premise, and the placement of Calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.9 Obligations of the Customer

2.9.1 The Customer is responsible for placing any necessary orders; for complying with tariff regulations; and payment of charges for Services provided. Specific Customer responsibilities include, but are not limited to the following:

(a) reimbursing the Company for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the non-compliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer premise, unless caused by the gross negligence or intentional misconduct of the employees or agents of the Company;

(b) providing at no charge, as specified from time to time by the Company, any needed equipment, secured space, power, supporting structures, and conduit to operate Company facilities and equipment installed on the premise of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premise;

(c) obtaining, maintaining and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.9.1 (b). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer; the Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for Service;

(d) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premise at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment; the Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company; the Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous materials prior to any construction or installation work;

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.9 Obligations of the Customer (Cont'd.)

2.9.1 (Cont'd.)

(e) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible under Section 2.9.1(c); and granting or obtaining permission for Company agents or employees to enter the premise of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of Service as stated herein, removing the facilities or equipment of the Company;

(f) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;

(g) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which Service is interrupted for such purposes;

(h) taking all steps necessary to cancel or otherwise discontinue any Service(s) to be replaced by any of the Company's Service(s) as described herein; and ensuring that any Customer-provided equipment and/or systems are properly interfaced with Company facilities or Services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade Service to other Customers.

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2.9 Obligations of the Customer (Cont'd.)

2.9.2 With regard to access Services provided by the Company, specific Customer responsibilities include, but are not limited to the following:

(a) 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.

(b) 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.

(c) Jurisdictional Reports

Customer must comply with applicable jurisdictional reporting requirements and provide information required by the Company for the purpose of meeting its applicable government reporting requirements, as identified by the Company. Customers utilizing Access Service must provide its projected Percent Interstate Usage ("PIU") in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between Interstate and Intrastate and shall be relied on until a revised report is received as set forth herein. Reported or default PIU factors may be used when call detail information is insufficient to reasonably determine the appropriate jurisdiction of the traffic.

1) Originating Access: Originating Access Minutes consist of traffic originating from the Company's Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on an annual basis. If no PIU for originating minutes is submitted as specified herein, the Company will apply a default PIU of 50%.

2) Terminating Access: Terminating Access Minutes consist of traffic terminating to the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on an annual basis. If no PIU for terminating minutes is submitted as specified herein, the Company will apply a default PIU of 50%.

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2.9 Obligations of the Customer (Cont'd.)

2.9.2 (Cont'd.)

(c) Jurisdictional Reports (Cont'd.)

3) If the Company disputes the reasonableness of the PIU provided by the Customer or the reported PIU varies by more than five percentage points over the preceding PIU, the Company may ask the Customer to provide the data used by the Customer to determine the projected percentage. The Customer shall make accurate call detail records, from which the percentage of Interstate and Intrastate use can be derived, available for inspection as reasonably necessary for PIU verification. Such records shall be made available for inspection within 15 days of the Company's request for verification. The Company may refuse to change the projected percentage until sufficient evidence has been provided in support of the Customer's projection.

4) The Percent Local Usage (PLU) factor is the percentage of Intrastate terminating usage that is categorized as local jurisdiction. Where Customer is an approved local service provider, then the Customer may report a PLU.

Customers developing and reporting a PLU shall inform Company of the methodology used to determine the billed minutes that are jurisdictionally local and the methodology used to determine the total Intrastate billed minutes.

(d) Jurisdictional Audits:

1) The Customer shall keep sufficient detail from which the percentages of Interstate and Intrastate use reported to the Company can be verified and upon request of the Company make such records available for inspection and audit. The Customer must maintain these records for 24 months from the date the report became effective for billing purposes.

2) Initiation of an audit will be at the sole discretion of the Company. The audit shall be performed by an independent party selected by the Company. An audit may be initiated by the Company for Customer no more than once per year. Customer shall supply the required data within 30 calendar days of the Company request.

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Issued: April 16, 2012 2012

By: Julie P. Laine, Secretary
60 Columbus Circle
New York, NY 10023

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2.9 Obligations of the Customer (Cont'd.)

2.9.2 (Cont'd.)

(d) Jurisdictional Audits (Cont'd.)

3) In the event that an audit reveals that Customer's reported PIU was incorrect, the Company shall apply the audit result to all usage affected by the audit. The Customer shall be backbilled or credited as appropriate, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Backbilled amounts may be subject to a late payment penalty and payment shall be made in immediately available funds, within 30 days from receipt of bill or by the following bill date, whichever is a shorter period.

4) Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of access charges to the Company of five percent or more of the total Switched Access Services bill, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail, submitted to the Company by the auditor.

5) Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

2.10 Billing and Payment For Service

2.10.1 Responsibility for Charges

The Customer is responsible for payment of all charges for Services and equipment furnished to the Customer for transmission of Calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

(a) any delegation of authority resulting in the use of Customer's communications equipment and/or network services which result in the placement of Calls via the Company;

(b) any and all use of the Service arrangement provided by the Company, including Calls which the Customer did not individually authorize;

(c) any Calls placed by or through the Customer's equipment via any remote access feature(s);

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2.10 Billing and Payment For Service (Cont'd.)

2.10.2 Minimum Period

The minimum period for which Services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a Service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the Service is used or not.

2.10.3 Payment for Service

A. All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the Company or its agent and subject to the rules of regulatory bodies having jurisdiction.

B. Non-Recurring Charges for installations, Service connections, moves or rearrangements are due and payable upon receipt of the Company's invoice by the Customer. At the Company's discretion, payment of all or a portion of any Non-Recurring Charges may be required prior to commencement of facility or equipment installation or construction required to provide the Services requested by the Customer.

C. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which Service is provided or as otherwise agreed in writing by the Company and the Customer.

D. When billing is based upon Customer usage, usage charges will be billed monthly in arrears for Service provided in the preceding billing period, or as otherwise agreed in writing by the Company and the Customer.

E. Customer billing will begin on the Service Commencement Date. Billing accrues through and includes the day that the Service, circuit, arrangement or component is discontinued.

F. When Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro-rata basis. For this purpose, every month is considered to have 30 days.

G. Amounts not paid within 30 days of invoice date will be considered past due.

H. Company reserves the right to bill Customer for any unbilled Recurring, Non-Recurring, or usage charges for any prior periods.

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2.10 Billing and Payment For Service (Cont'd.)

2.10.4 Disputed Charges

A. Any objections to billed charges must be reported to the Company or its billing agent within sixty (60) days of the invoice date of the bill issued to the Customer. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

B. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within sixty (60) days of the invoice date of the bill for the disputed Services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

C. If the dispute is resolved in favor of the Customer, and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

D. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late payment penalty as set forth in Section 2.10.5.

E. If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in Section 2.10.5.

F. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.

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2.10 Billing and Payment For Service (Cont'd.)

2.10.5 Late Payment Fees

A late payment charge of 1.5% per month, or the highest rate permitted by applicable law, whichever is less, may be applied for any billed amount for which payment has not been received by the Company within thirty (30) days of the invoice date of the Company's invoice for Service, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment.

2.10.6 Returned Check Charge

A service charge equal to $25.00, or the actual fee incurred by Company from a bank or financial institution, whichever is greater, will be assessed for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

2.11 Taxes, Surcharges and Fees

2.11.1 Any applicable state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, sales tax, occupation tax, license tax, permit fee, rights-of-way fee, franchise fee, or other regulatory fee or tax, such and fees and taxes shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving Service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. It shall be the responsibility of the Customer to pay any such taxes and fees that subsequently become applicable retroactively.

2.11.2 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

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2.12 Deposits and Advanced Payments

2.12.1 General

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures. Where a Customer's creditworthiness is unacceptable to the Company, Company may refuse to provide Service, require a deposit or advance payment, or otherwise restrict or interrupt Service to a Customer.

2.12.2 Deposits

A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges under Commission rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment.

B. The maximum amount of any deposit shall not exceed the equivalent of the customers estimated liability for two (2) months of Service.

C. The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate prescribed by the Commission or as otherwise permitted by applicable law.

D. 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.

E. Upon discontinuance of Service, the Company shall promptly refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for Service furnished by the Company.

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2.12 Deposits and Advanced Payments (Cont'd.)

2.12.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before Services are furnished. The advance payment will not exceed an amount equal to one (1) month's estimated billing. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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2.13 Cancellation by Customer

2.13.1 General

A. Customers of the Company's Service may cancel Service by providing the Company with written notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for Service furnished until the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.

B. Customers seeking to cancel Service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's Switched Access Service.

2.13.2 Cancellation of Contract Services

A. If a Customer cancels a Service Order or terminates Services before the completion of the term or where the Customer breaches the terms in the Service contract, the Customer may be requested by the Company to pay to Company termination liability charges. These charges shall become due and owing as of the effective date of the cancellation or termination. Unless otherwise specified in this tariff, the termination liability shall be equal to:

(a) all unpaid Non-Recurring Charges reasonably expended by the Company to establish Service to Customer, plus;

(b) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus;

(c) all Recurring Charges specified in the applicable Service Order for the balance of the then current term.

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2.13 Cancellation by Customer (Cont'd.)

2.13.3 Cancellation of Application for Service

A. Where the Company permits the Customer to cancel an application for Service prior to the start of Service or prior to any special construction, no charges will be imposed except for those specified below.

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

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

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

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2.14 Cancellation by Company

2.14.1 Service continues to be provided until canceled by the Customer pursuant to Section 2.13 or until discontinued by the Company. The Company may render bills subsequent to the termination of Service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this tariff.

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

(a) For violation of law or this tariff: Except as provided elsewhere in this tariff, the Company may refuse, suspend or cancel Service, without notice, for any violation of terms of this tariff, for any violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such Service or prohibits Customer from subscribing to, using, or paying for such Service.

(b) For the Company to comply with any order or request of any governmental authority having jurisdiction: The Company may refuse, suspend or cancel Service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.

(c) In the event of Customer or Authorized User's use of equipment in such a manner as to adversely affect the Company's equipment or Service to others.

(d) In the event of tampering with the equipment or Services of the Company or its agents.

(e) In the event of unauthorized or fraudulent use of Service. Whenever Service is discontinued for fraudulent use of Service, the Company may, to the extent that Company opts to restore such Service, require the Customer to make, at Customer's own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

(f) If any of the facilities, appliances, or apparatus on Customer's Premises are found to be unsafe or causing harm to the Company's facilities, and may refuse to furnish Service until the applicant or Customer shall have remedied the condition.

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2.14 Cancellation by Company (Cont'd.)

2.14.3 The Company may refuse or discontinue Service provided that, unless otherwise stated, the Customer shall be given seven (7) days written notice to comply with any rule or remedy any deficiency:

(a) For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel Service without incurring any liability when there is an unpaid balance for Service that is past due.

(b) For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, may, at the Company's discretion, be subject to refusal, suspension or cancellation of Service in the same manner as provided for nonpayment of overdue charges.

(c) For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.

(d) For Customer use or Customer's permitting use of obscene, profane or grossly abusive language over the Company's facilities, and who, after five (5) days notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the Premises of such person.

(e) For use of Service for any property or purpose other than that described in the application.

(f) For Customer's breach of any contract for Service between the Company and the Customer.

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2.15 Restoration of Service

2.15.1 If Service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes Service continued, Service may be restored at the Company's sole discretion, when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Customers whose Service was disconnected for non-payment may be required to pay a deposit and/or advance payment prior to Service restoration.

2.15.2 A restoration fee of $25.00, or the actual costs incurred by the Company plus an administrative charge, whichever is greater, applies to Customers whose Service is restored following disconnection by the Company.

2.15.3 Restoration of disrupted Services shall be in accordance with applicable Commission and/or Federal Communications Commission Rules and Regulations specified in Part 64, Subpart D, which specify the priority system for such activities.

2.16 Provision of Company Equipment and Facilities

2.16.1 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

2.16.2 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided the Customer.

2.16.3 Equipment the Company provides or installs at the Customer Premises shall not be used for any purpose other than that for which the equipment is provided.

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

(a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or

(b) the reception of signals by Customer-provided equipment; or

(c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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2.17 Interconnection

2.17.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications service providers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other providers or systems. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating providers shall be provided at the Customer's expense.

2.17.2 Connection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided Terminal Equipment or systems with Company's facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

2.17.3 The Customer shall ensure that the facilities or equipment provided by another carrier are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of Service, the Company may, upon five (5) days written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing Service of the Customer.

2.17.4 If harm to the Company's network, personnel or Services is imminent due to interconnection with another carrier's services, the Company reserves the right to shut down Customer's Service immediately, with no prior notice required.

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2.18 Customer-Provided Equipment

2.18.1 A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not represent that its Services will be suitable for any purposes except as specifically stated in this tariff.

2.18.2 Terminal Equipment on the user's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its Terminal Equipment to the Company's network.

2.18.3 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

2.18.4 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements under this Section 2.18 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

2.18.5 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company may, upon five (5) days written notice, require the use of additional protective equipment at the Customer's expense. If this written notice fails to remedy any protective deficiencies or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing Service of the Customer.

2.18.6 If harm to the Company's network, personnel or Services is imminent, the Company reserves the right to shut down Customer's Service immediately, with no prior notice required.

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2.19 Inspection, Testing and Adjustments

2.19.1 The Company may, upon reasonable notice, conduct 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.

2.19.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

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

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2.20 Allowances for Interruptions in Service

2.20.1 General

A. Upon the written request of the Customer, delivered to the Company no later than thirty (30) days following the date of Service interruption, a credit allowance will be given when Service is interrupted, except as specified in Section 2.20.2 following. A Service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.

B. An interruption period begins when the Customer reports to the Company a Service, facility or circuit is inoperative and, if necessary, releases it for testing and repair by the Company, as determined in its sole and reasonable discretion. An interruption period ends when the Service, facility or circuit is operative.

C. If the Customer reports a Service, facility or circuit to be interrupted but declines to release it for testing and repair, refuses access to its Premises for test and repair by the Company, or continues to make voluntary use of the Service, the Service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a Service, facility or circuit considered by the Company to be impaired.

D. The Customer shall be responsible for the payment of service charges for visits by the Company's agents or employees to the Premises of the Customer when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.20 Allowances for Interruptions in Service (Cont'd.)

2.20.2 Limitations of Allowances

A. No credit allowance will be made for any interruption in Service:

(a) due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;

(b) due to the failure of power, equipment, systems, connections or Services not provided by the Company;

(c) due to circumstances or causes beyond the reasonable control of the Company;

(d) during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

(e) during any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements;

(f) that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and

(g) that was not reported to the Company within 30 days of the date that Service was affected.

(h) Cellular and other wireless transmission is subject to interruptions including but not limited to, dropped Calls, interrupted Calls, unintelligible Calls, one-way audio and other problems created by factors beyond Company's control. Under no circumstances will Company provide credit or payment of any kind for Calls which experience problems related to cellular (wireless) transmissions.

2.20.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer is responsible for payment of any charges for the alternative service used.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.20 Allowances for Interruptions in Service (Cont'd.)

2.20.4 Application of Credits for Interruptions in Service

A. Except as provided in Section 2.20.2 A., if a Customer's Service is interrupted, and it remains interrupted for eight (8) normal working hours or longer after access to the Premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the Customer if such adjustment exceeds $1.00.

B. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the Service interruption is first reported. The refund to the Customer shall be a pro rata part of the month's flat rate charges (if any) for the period of days and that portion of the Service or facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the Service.

C. For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For Services with a monthly Recurring Charge, no credit shall be allowed for an interruption of continuous duration of less than eight (8) hours. The Customer shall be credited for an interruption of eight (8) or more hours at the rate of 1/720th of the monthly charge for the Services affected for each day that the interruption continues. The formula used for computation of credits is as follows:

Credit = A/720 x B

A = outage time in hours (must be 8 or more)
B = total monthly Recurring Charge for affected Service.

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

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.21 Notices and Communications

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

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

2.21.3 Notice of a pending disconnection of a Customer's Service may contain the reason for the notice, the date of the notice, a description of any remedies the Customer may make, the time allotted for the Customer to make remedies (if any), and a toll free customer service number the Customer may call to obtain additional information.

2.21.4 Except as otherwise stated in this tariff, all other notices or communications required to be given under this tariff will be in writing.

2.21.5 Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the second business day following placement of the notice, communication or bill with the U.S. mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

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

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.22 Mixed Interstate and Intrastate Switched Access Services

2.22.1 When mixed Interstate and Intrastate Switched Access Service is provided, all charges, including Non-Recurring Charges, usage charges, and optional features will be prorated between Interstate and Intrastate. The percentage provided in the reports as set forth in Section 2.9.2 preceding will serve as the basis for prorating the charges. The percentage of an access Service to be charged as interstate is applied in the following manner:

(a) For Non-Recurring chargeable rate elements, multiply the PIU times the quantity of chargeable elements times the interstate tariff rate per element.

(b) For usage sensitive chargeable rate elements, multiply the PIU times actual use (measured or Company assumed average use) times the interstate rate.

2.22.2 A similar calculation is then performed to determine the Intrastate portion of the bill.

2.22.3 The Company will charge the Intrastate terminating Switched Access rates to Customers for those minutes lacking jurisdictional information that are in excess of a reasonable percentage (10%) of minutes for which this information is not transmitted and if the Customer's traffic pattern disagrees with or does not contain information sufficient to confirm the Customer's reported PIU. For example, if 40% of a Customer's minutes sent to the Telephone Company do not contain sufficient originating information to allow the Telephone Company to determine the originating location, the Telephone Company would apply these provisions to those minutes exceeding the 10% "floor," or 30% in this example.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.23 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Facilities

2.23.1 When mixed Interstate and Intrastate Service is provided over a dedicated facility, the jurisdiction will be determined as follows. For jurisdictional reports required for Switched Access, see Section 2.9.2.

(a) If the Customer's estimate of the Interstate traffic on the Service equals more than 10% of the total traffic on that Service, the Service will be provided according to the applicable rules and regulations of this tariff.

(b) If the Customer's estimate of the Interstate traffic on the Service is 10% or less of the total traffic on that Service, the Service will be provided according to the applicable rules and regulations of the appropriate intrastate tariff.

(c) If the percentage of Interstate traffic on the Service changes to the extent that it alters the jurisdiction of the Service, the Customer must notify the Company of any required change in status. The affected Service will revert to the appropriate jurisdictional tariff within the next full billing cycle. Any applicable termination liability will be transferred with the jurisdictional change of the Service.

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SECTION 3 - SWITCHED ACCESS SERVICE

3.1 General

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

3.1.2 When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

3.1.3 In the absence of an ASR as described in Section 3.4, delivery of Calls to, or acceptance of Calls from, the Customer's End User location(s) via Company-provided Switched Access Services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's Switched Access Services as described and priced herein.

3.1.4 The Company shall assess and collect Switched Access rate elements under this tariff for access services, regardless of whether the Company itself delivers such traffic to the called party's premises or the traffic is delivered to the called party's premises by an affiliated or unaffiliated provider of VoIP Service that does not itself seek to collect Switched Access charges for the same traffic. The Company will not charge for functions not performed by the Company or any affiliated or unaffiliated provider of VoIP Service. For purposes of this provision, functions provided by the Company as part of transmitting telecommunications between designated points using, in whole or in part, technology other than TDM transmission in a manner that is comparable to a service offered by a local exchange carrier constitutes the functional equivalent of carrier access service.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.2 Manner of Provision

3.2.1 Switched Access Service is furnished for originating and terminating Calls by the Customer.

3.2.2 Originating traffic type represents access capacity within a LATA for carrying traffic from the End User to the Customer; and Terminating traffic type represents access capacity within a LATA for carrying traffic from the Customer to the End User. When ordering capacity for Switched Access Service, the Customer must at a minimum specify such access capacity in terms of originating traffic type and/or terminating traffic type.

3.2.3 Switched Access is provisioned, at minimum, at the DS1 level and provides line-side or trunk-side access to End Office Switches, for the Customer's use in originating and terminating communications. Basic Switched Access Service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.3 Rate Categories

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

- Common Line
- End Office Switching
- Switched Transport
- Toll-Free 8XX

3.3.1 Common Line

The Common Line rate category includes the charges related to the use of common lines by Customers and End Users for Intrastate access.

3.3.2 End Office Switching

The End Office Switching rate category includes the charges related to the use of end office switching, the line terminations in the End Office Switch, the Signaling Transfer Point ("STP") costs, and the SS7 signaling function between the end office and the STP.

3.3.3 Switched Transport

The Switched Transport rate category includes the charges related to the transmission and Tandem Switching facilities used for originating or terminating the Customer's communications.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.3 Rate Categories (Cont'd.)

3.3.4 Toll-Free 8XX

The Toll-Free 8XX Database Query Charge, will apply for each Toll-Free 8XX Call Query received at the Company's (or its provider's) Toll-Free 8XX database.

Toll Free Inter-Exchange Delivery Service is a Switched Service in which the Company transports Toll Free traffic originated by a third party who is not an End User or other user of the Company's service through its wire center to an Interexchange Carrier Customer.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.4 Access Ordering

3.4.1 General

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

B. A Customer may order any number of Services of the same type and between the same Premises on a single ASR. All details for Services for a particular order must be identical.

C. The Customer shall provide all information necessary for the Company to provide and bill for the requested Service. When placing an order for Access Service, the Customer shall provide the following minimum information:

(a) Customer name and Premises address(es);

(b) Billing name and address (when different from Customer name and address); and

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

D. Service Order charges are as specified in Section 4.5.

3.4.2 Access Service Date Intervals

A. Access Service is provided with Standard or Negotiated Intervals

B. The Company will specify a firm order confirmation date and Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

(a) For Service provided under a Standard Interval: The Standard Interval for Switched Service will be sixty (60) business days from the Application Date. This interval only applies to standard Service offerings where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.4 Access Ordering (Cont'd.)

3.4.2 Access Service Date Intervals (Cont'd.)

B. (Cont'd.)

(b) For Service provided under a Negotiated Interval: The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date, except as otherwise agreed by the Company in writing. The Company will negotiate a Service Date interval with the Customer when:

1) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or

2) There is no existing facility connecting the Customer Premises with the Company; or

3) The Customer requests a Service that is not considered by the Company to be a standard Service offering (for example, if additional engineering or special construction is required to complete the order); or

4) The Company determines that Access Service cannot be installed within the Standard Interval.

C. All Services for which rates are applied on an Individual Case Basis ("ICB")-are provided with a Negotiated Interval.

3.4.3 Access Service Request Modifications

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

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.5 Special Construction or Special Service Arrangements

3.5.1 Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company facilities or development of special service arrangements may be undertaken by the Company on a reasonable-efforts basis at the request of the Customer.

3.6 Obligations of the Company

3.6.1 With regard to access Services provided by the Company, specific Company responsibilities include, but are not limited to the following:

(a) Network Management

The Company will administer its network to ensure that provision of acceptable service levels to all telecommunications users of the Company's network Services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with minimal delay encountered within the Company network. The Company maintains the right to apply protective controls, i.e., those actions which selectively cancel the completion of traffic, over any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.6 Obligations of the Company (Cont'd.)

3.6.1 (Cont'd.)

(b) 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. 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.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.7 Obligations of the Customer

3.7.1 The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are in addition to obligations specified in Section 2.9 of this tariff and are as follows:

(a) Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable and upon request:

1) 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 2.9.2(c) preceding. Charges will be apportioned in accordance with those reports.

2) Code Screening Reports

When a Customer orders service call routing, Trunk access limitation or call gapping arrangements, the customer must report the number of Trunks and/or the appropriate codes to be instituted in each end office or Access Tandem Switch, for each of the arrangements ordered.

(b) On and Off-Hook Supervision

The Customer's facilities shall provide the necessary On and Off-Hook supervision for accurate timing of Calls.

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3.8 Rate Regulations

3.8.1 General

There are three types of rates and charges that apply to Switched Access Service provided by the Company. These are monthly Recurring Charges, usage charges, and Non-Recurring Charges.

3.8.2 Types of Charges

A. Non-Recurring Charges are one-time charges that apply for a specific work activity (e.g., installation or change to an existing Service). Non-Recurring Charges may apply for installation of Service, installation of optional features and service rearrangements.

B. Recurring Charges are flat monthly rates that apply for each month or fraction thereof, that a specific rate element is provided. For billing purposes, each month is considered to have 30 days.

C. Usage Charges are rates that apply only when a specific rate element is used. These are applied on a per-access minute, a per-Call or per-Query basis. Usage rates are accumulated over a monthly period.

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3.8 Rate Regulations (Cont'd.)

3.8.3 Measurement and Billing of Access Minutes

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

B. For terminating Calls over Switched Access with multi-frequency address signaling, the measurement of Access Minutes begins when a seizure signal is received from the Customer's Trunk Group at the Point of Presence within the LATA. The measurement of terminating Call usage over Switched Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

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

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.8 Rate Regulations (Cont'd.)

3.8.3 Measurement and Billing of Access Minutes (Cont'd.)

D. For terminating Calls over Switched Access with SS7 signaling, the measurement of Access Minutes begins when the terminating recording switch receives the initial address message from the terminating access customer. On directly routed Trunk Groups or on tandem routed Trunk Groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating Switched Access Call usage ends when the entry switch receives or sends a release message, whichever occurs first.

E. Mileage, if applicable, will be measured in accordance with standard industry practices. The Company my use mileage surrogates in lieu of actual mileage.

F. The Company will use the Small Exchange Carrier Access Billing ("SECAB") guidelines, or the Carrier Access Billing System ("CABS") guidelines, or other system that emulates or otherwise produces a reasonable substitute for the output of SECAB or CABS, for billing all charges under this tariff. The Company will provide billing using a hardcopy format or upon request, a mechanized medium (e.g., cartridge tape, CD ROM, etc.). Bills will be accurate and contain sufficient supporting details to allow Customers to account for the charges and to verify their accuracy in a reasonable and timely fashion. Requests for additional bill detail will be handled and priced on an Individual Case Basis ("ICB").

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3.8 Rate Regulations (Cont'd.)

3.8.4 Moves

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

(a) The Point of Termination at the Customer's Premises, or

(b) The Customer's Premises

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

(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 Charge for the capacity affected. There will be no change in the minimum period requirements.

(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 Service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued Service.

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3.8 Rate Regulations (Cont'd.)

3.8.5 Service Rearrangements

A. Service rearrangements are changes to existing Services which do not result in either a change in the minimum period requirements or a change in the physical location of the Point of Termination at the Customer's Premises or the Customer's End User's Premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts.

B. The charge to the Customer for the Service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the Service.

C. Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

3.8.6 All Switched Access Service provided by the Company originates and/or terminates in Internet Protocol ("IP") format. Toll VoIP-PSTN and Toll PSTN-VoIP Traffic is required to be compensated at Interstate access rates (unless the parties have agreed otherwise) by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90 et. al., FCC No. 11-161 (November 18, 2011) ("FCC Order").

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SECTION 4 - RATES

4.1 Switched Access Services **(T)**

Switched Access Services are billed at the rates and rate structure as set forth in the Company's interstate access tariff, FCC Tariff No. 1, as amended from time to time.

The complete FCC Tariff No. 1 may be viewed at:

https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=548 **(T)**

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SECTION 4 - RATES (CONT'D.)

4.2 Toll-Free 8XX Data Base Access Service **(T) (D)**

Toll-Free 8XX Data Base Access Services are billed at the rates and rate structure as set forth in the Company's interstate access tariff, FCC Tariff No. 1, as amended from time to time.

The complete FCC Tariff No. 1 may be viewed at:

https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=548 **(T) (D)**

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KYa1401

SECTION 4 - RATES (CONT'D.)

4.3 Service Order Charges **(T)**

Service Order Charges are Non-Recurring charges to recover the administrative costs associated with initiating Access Service.

Service Order Charges are billed at the rates and rate structure as set forth in the Company's interstate access tariff, FCC Tariff No. 1, as amended from time to time. **(T)**

The complete FCC Tariff No. 1 may be viewed at:

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SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES

[Reserved for Future Use]

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