

**ACCESS SERVICE**

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**ACCESS SERVICE  
REGULATIONS AND RATES  
OF  
NTS COMMUNICATIONS, INC.**

This tariff includes the rates, charges, terms and conditions of service for the provision of interstate common carrier access telecommunications services by NTS Communications, Inc., originating from or terminating to locations within the United States.

This tariff applies to interstate communications services provided as specified herein.

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Issued by: Nelson Fox  
Vice President-Regulatory Affairs  
NTS Communications, Inc.  
5307 W. Loop 289, Suite 301, Lubbock, TX 79414-1610

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 General Counsel  
 NTS Communications, Inc.  
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**ISSUING CARRIERS**

None

**OTHER CARRIERS**

None

**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

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**EXPLANATION OF SYMBOLS AND ABBREVIATIONS****SYMBOLS**

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule, or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (S) To signify reissued material.
- (T) To signify change in wording of text but not change in rate, rule, or condition.
- (Z) To signify a typographical correction.

**ABBREVIATIONS**

- B8ZS -Bipolar with 8-Zero Substitution; a line coding technique which permits DS0 and DS1 transmission with 15 consecutive zeros. B8ZS support 64 KBPS clear channel transmission.
- DCS - Digital Cross Connect System.
- DS0 - Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.
- DS1 - Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.
- DS3 - Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.
- Gbps - Gigabits per second; billions of bits per second.
- ICB - Individual Case Basis.
- Kbps - Kilobits per second; 1000s of bits per second.

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**EXPLANATION OF SYMBOLS AND ABBREVIATIONS (CONT'D.)****ABBREVIATIONS (Cont'd.)**

- LATA - Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.
- LEC - Local Exchange Company.
- Mbps - Megabits per second; millions of bits per second.
- N/A - Not Available.
- OC-48 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 2.4 Gbps
- OC-12 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.
- OC-3 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps.
- POP - Point of Presence.
- NTS - NTS Communications, Inc.

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**SECTION 1 - DEFINITIONS**

The following definitions are applicable to this tariff:

**Access Code** - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXXX, 950-0XXX, or 950-1XXX.

**Access Minutes** - Denotes that usage of exchange facilities in interstate service for the purpose of calculating chargeable usage.

**Access Service Request (ASR)** - The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

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

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

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

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

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

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

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

**Central Office** - A local Company switching system where 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.

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**SECTION 1 - DEFINITIONS (CONT'D.)**

**City** - For the purposes of this tariff, the term City denotes a specific geographic area served by the Carrier. A City is typically a metropolitan area and may include one or more adjacent or nearby areas in which the Carrier has network facilities.

**Collocation** - Carrier facilities and/or equipment located in the same building -- generally a LEC central office.

**Commission** - Federal Communications Commission.

**Communications System** - Denotes channels and other facilities which are capable of communications between terminal equipment provided by an entity other than the Company.

**Company** - Denotes NTS Communications, Inc.

**Company's Network** - Equipment, cabling, and/or connections owned, leased or otherwise used by the Company or the Company's agents to provide service to the Customer pursuant to this tariff.

**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 the interexchange carrier utilizing the access services herein to reach end user customers.

**Customer Agreement** - The mutual agreement between the Company and the Customer for the provision of the Company's service.

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

**Customer Point of Presence** - The physical location associated with the Customer's communication system.

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

**Dual Tone Multifrequency (DTMF)** - Tone signaling, also known as touch tone signaling.

**End User** - Any person, firm, partnership, corporation or other entity which uses the service of the Company under the terms and conditions of this tariff. In most contexts, the end user is the customer of the interexchange carrier and the Company.

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**SECTION 1 - DEFINITIONS (CONT'D.)**

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

**Entry Switch** - First point of switching.

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

**Firm Order Confirmation (FOC)** - Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

**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.

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

**Hertz** - A unit of frequency equal to one cycle per second.

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

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

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

**Local Access and Transport Area (LATA)** - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

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**SECTION 1 - DEFINITIONS (CONT'D.)**

**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.

**N/A** - Not Applicable.

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

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

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

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

**Originating Direction** - The use of Switched Access Service for the origination of calls from an End User premises to an IC premises.

**Point of Presence** - The physical location of an interexchange carrier's facilities.

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

**Premises** - The physical space designated by the Customer for the termination of the Company's service.

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

**Special Access** - See Dedicated Access.

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

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**SECTION 1 - DEFINITIONS (CONT'D.)**

**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 an IC's premises to an End User premises.

**Transmission Path** - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

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

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

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

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

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**SECTION 2 - TERMS AND CONDITIONS****2.1 Undertaking of NTS Communications, Inc.**

The Company's service is furnished to Customers for interstate communications. The Company's service is available twenty-four hours per day, seven days per week.

The Company arranges for the installation, operation, and maintenance of the service provided in this tariff for the Customer in accordance with the terms and conditions set forth in this tariff.

**2.2 Limitation On Service**

**2.2.1** Service is offered subject to the initial and continued 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, or where such facilities became unavailable. The Company may discontinue furnishing service in accordance with the terms of this tariff.

**2.2.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, as hereinafter defined, or when service is used in violation of provisions of this tariff or the law.

**2.2.3** The Company does not undertake to transmit messages, but offers the use of its service when available, and shall not be liable for errors in transmission or for failure to establish connections.

**2.2.4** 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.

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.3 Assignment or Transfer**

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

**2.4 Location of Service**

Service originates or terminates at locations within the United States specified in the individual product descriptions in this tariff.

**2.5 Use of Service**

- 2.5.1** Service may be used for any lawful purpose by the Customer or by any End User.
- 2.5.2** 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.
- 2.5.3.** 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.
- 2.5.4** 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.

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.6 Discontinuance and Restoration of Service**

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

**2.6.1 Cancellation by the Customer**

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.

**2.6.2 Cancellation by the Company**

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

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.6 Discontinuance and Restoration of Service (Cont'd.)****2.6.3 Restoration of service**

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

**2.7 Cancellation of Application for Service**

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

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

**2.8 Minimum Period**

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

**2.9 Term Agreements**

The Company offers Term Agreements wherein the Customer agrees to retain specified Company services for a mutually agreed upon length of time. A Termination Liability charge applies to the early termination of a Term Agreement.

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.10 Billing and Payment Arrangements**

**2.10.1** The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in: 1) a paper format, 2) where available, a paper format bill summary with a computer disk to provide the detailed information of the bill, 3) where available, computer disk only, 4) where available, via electronic transmission. Such bills are due upon receipt regardless of the media utilized. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage or new installations. Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum service period will be prorated to the number of days based on a 30 day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of billing.

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

- A.** If such payment due date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday date following such Sunday or Legal Holiday. If such payment due date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.
- B.** Further, if any portion of the payment is received by the Company after the payment due date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due the Company. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be 1.5% per month (.0005 per day) or 18% annually, or the maximum amount allowed by law whichever is lower. The late factor will be applied for the number of days from the payment due date to and including the date that the Customer actually makes the payment to the Company.

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.11 Claims and Disputes**

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 90 days of receipt of billing for the disputed services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter. No credit shall be granted, nor any dispute considered valid, for any period or charge which arose more than 120 days prior to the date the Company first receives written notice of the dispute.

**2.11.1** 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.

**2.11.2** If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the amount so paid shall be credited to the Customer's account, without interest.

**2.11.3** 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.

**2.11.4** 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 penalty as set forth in 2.10.3.B preceding.

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.12 Payment of Deposits**

- 2.12.1** The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established credit and has no history of late payments to the Company.
- 2.12.2** A deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the Customer of its obligations to comply with the Company's requirement as to the prompt payment regulations.
- 2.12.3** At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. After the Customer has established a one year prompt payment record, such a deposit will be refunded or credited to the Customer account at any time prior to the termination of the provision of service to the Customer.
- 2.12.4** In the case of a cash deposit, for the period the deposit is held by the Company, simple annual interest at the rate periodically established by the Texas Public Utilities Commission for security deposits held by telecommunications utilities will be applied to the deposit for the number of days from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company.
- 2.12.5** If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.13 Inspection, Testing and Adjustment**

**2.13.1** 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.

**2.13.2** 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.

**2.14 Interconnection**

**2.14.1** Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

**2.14.2** Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.

**2.14.3** The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

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**ACCESS SERVICE**

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.15 Liability of the Company**

- 2.15.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.15.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.15.3** 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 common carriers or their agents, servants or employees.
- 2.15.4** 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 the Commission's Rules and Regulations.
- 2.15.4** The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.16 Liability of the Customer**

The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

**2.16.1** Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and

**2.16.2** Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and

**2.16.3** All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, End Users, or customers, in connection with any service or facilities or equipment provided by the Company.

**2.17 Taxes**

Federal excise tax and state and local sales, use, and similar taxes and governmental fees are not included in the rates set forth in this tariff, and shall be billed as separate line items.

**2.18 Reserved for future use****2.19 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Transport Service**

The jurisdiction of each call will be based on the originating and terminating ANIs (NPA-NXX) delivered to the Company. Further, if the originating ANI and/or terminating ANI is absent from the call record, the jurisdiction of the call(s) will be determined based on the Customer's quarterly reported Percentage of Interstate Usage (PIU). If Customer fails to report a PIU, a default jurisdiction of 50/50 will be applied to all calls lacking an originating or terminating ANI. (N)

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.20 Obligations of the Customer****2.20.1 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(s) 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.

**2.20.2 Ownership of Facilities**

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

**2.20.3 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. Such equipment space must be secured and fully conditioned on a twenty-four hour per day basis 365 days per year by the Customer solely at the Customer's expense. The selection of continuously available AC or DC power shall be mutually agreed to by the Customer and Company. The Customer shall also 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.

**2.20.4 Testing**

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

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)**

**2.20 Obligations of the Customer (Cont'd.)**

**2.20.5 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.

**2.20.6 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.

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**SECTION 3 - SWITCHED ACCESS SERVICE****3.1 General**

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

The application of rates for Switched Access Service is described in Sections 3.8 and 3.9 following.

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).

**3.2 Manner of Provision**

Switched access is furnished in either quantities of lines or trunks. FGA Access is furnished on a per-line basis. FGD is furnished on a per-trunk basis.

At the Company's sole discretion, trunks may be differentiated by type and directionality of traffic carried over a Switched Access Service arrangement.

There are three major traffic types. These are: Originating, Terminating and Directory Assistance. Originating traffic type represents access capacity within a LATA for carrying traffic from the end user to the Customer; Terminating traffic type represents access capacity within a LATA for carrying traffic from the Customer to the end user; and, Directory Assistance traffic type represents access capacity within an exchange for carrying Directory Assistance traffic from the customer to a Directory Assistance location. When ordering capacity for FGD Access, the customer must at a minimum specify such access capacity in terms of Originating traffic type and/or Terminating traffic type.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.3 Rate Categories**

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

- Common Line
- Switched Transport
- End Office Switching
- Toll-Free 8XX Data Base Access Service
- Optional Features

**3.3.1 Common Line**

The Common Line rate category establishes the charges related to the use of Company-provided end user common lines by customers and end users for interstate access.

**3.3.2 Switched Transport**

The Switched Transport rate category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications.

**3.3.3 End Office Switching**

The End Office Switching rate category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signalling function between the end office and the STP.

**3.3.4 Toll-Free 8XX Data Base Query**

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.3 Rate Categories (Cont'd.)****3.3.5 Switched Access Optional Features**

Following are the various optional features that are available, where the technical capability exists, at the rates specified in 3.9.5:

- (a) Supervisory Signaling
- (b) Alternate Traffic Routing
- (c) Cut-Through
- (d) Service Class Routing
- (e) FGD with 950 Access
- (f) Signaling System Seven (SS7)
- (g) Basic Initial Address Message Delivery
- (h) Called Directory Number Delivery
- (i) Flexible Automatic Number Identification Delivery

Other optional features may be available on an individual case basis.

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**ACCESS SERVICE**

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.4 Access Ordering**

This section sets forth the regulations for Access Service Requests (ASR) for Switched Access Service, as defined in this tariff.

All services offered under this tariff will be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. 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.

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:

- Customer name and Premises address(es);
- Billing name and address (when different from Customer name and address); and
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

**3.4.1 Access Service Date Intervals**

Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the 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. Standard Interval**

The Standard Interval for Switched Service will be 10 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.)****3.4.1 Access Service Date Intervals (Cont' d.)****B. Negotiated Interval**

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 is required to complete the order); or
4. The Company determines that Access Service cannot be installed within the Standard 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.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

**3.4.2 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**

General - Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company Facilities may be undertaken by the Company on a reasonable-efforts basis at the request of the Customer. Special construction is that construction undertaken:

- a. where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
- b. of a type other than that which the Company would normally utilize in the furnishing of its services; or
- c. over a route other than that which the Company would normally utilize in the furnishing of its services; or
- d. in a quantity greater than that which the Company would normally construct; or
- e. on an expedited basis; or
- f. on a temporary basis until permanent facilities are available; or
- g. involving abnormal costs; or
- h. in advance of its normal construction; or
- i. when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.

Customer Acceptance - Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

Basis of Rates and Charges - Rates and charges shall be based on the costs incurred by the Company and may include any one or any combination of the following:

- a. Nonrecurring Charges;
- b. Recurring Monthly Rates; and/or
- c. Termination Liabilities.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.5 Special Construction (Cont'd.)**

Cost Computation - Special Construction costs may include one or more of the following items to the extent that they are applicable:

- a. The installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed cost includes but may not be limited to the cost of:
  - (1) equipment and materials provided or used;
  - (2) engineering, labor and supervision;
  - (3) transportation;
  - (4) rights of way; and shipping and delivery.
- b. cost of maintenance;
- c. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- d. administration, taxes and uncollectable revenue on the basis of reasonable average costs for these items;
- e. license preparation, processing and related fees;
- f. tariff preparation, processing and related fees;
- g. any other identifiable costs related to the facilities provided; or
- h. an amount for return and contingencies.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.6 Obligations of the Company**

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

**3.6.1 Network Management**

The Company will utilize its best efforts to 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 little or no delay encountered within the Company network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of traffic, over any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

**3.6.2 Design and Traffic Routing of Switched Access Service**

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour trunks are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment.

Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans.

If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.6 Obligations of the Company (Cont'd.)****3.6.3 Provision of Service Performance Data**

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

**3.6.4 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.

**3.7 Obligations of the Customer**

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

**3.7.1 Report Requirements**

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

- A. Saved For Future Use**
- B. Code Screening Reports**

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, the customer must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls may be implemented at the Company option to ensure acceptable service levels.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.7 Obligations of the Customer (Cont' d.)****3.7.2 On and Off-Hook Supervision**

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

**3.8 Rate Regulations**

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

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

**3.8.1 Nonrecurring Charges**

Nonrecurring charges are one-time charges that apply for a specific work activity (e.g., installation or change to an existing service).

**3.8.2 Minimum Periods**

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

**3.8.3 Moves**

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

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

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

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.8 Rate Regulations (Cont'd.)****3.8.3 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 nonrecurring 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 nonrecurring 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.

**3.8.4 Installation of Optional Features**

If a separate nonrecurring charge applies for the installation of an optional feature available with Switched Access Service, the charge applies whether the feature is installed coincident with the initial installation of service or at any time subsequent to the initial installation of service.

The charges associated with upgrades in capacity will not apply when the customer maintains the same customer premises location.

For all other changes, including the addition of, or modifications to, optional features without separate nonrecurring charges, a charge equal to one half the Switched Transport nonrecurring (i.e. installation) charge will apply. When an optional feature is not required on each transmission path, but rather for an entire transmission path group, an end office or an access tandem switch, only one such charge will apply.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.8 Rate Regulations (Cont'd.)****3.8.5 Service Rearrangements**

Service rearrangements are changes to existing services installed 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.

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.

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.

**3.9 Rates and Charges****3.9.1 Interstate Switched Access Charge****A. Rate\***

\* The interstate switched access rate shall equal the total of all rate elements for interstate access service as stated in the competing ILEC's interstate access tariff. NTS shall not be obligated to match the competing ILEC's categorization of rate elements and/or their corresponding prices. Regardless of NTS' discontinuance of charges for various rate elements in this Tariff, NTS may, at its election, continue to use those rate elements so long as the total interstate switched access charge does not exceed the interstate switched access rate of the competing ILEC. See In the Matter of Access Charge Reform; Reform of Access Charges Imposed by Competitive Local Exchange Carriers, CC Docket No. 96-262, 16 FCC Rcd 9926, FCC 01-146 (2001), p. 52.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.9 Rates and Charges (Cont'd.)****3.9.2 Switched Transport Service****A. Nonrecurring Charges****1. Entrance Facility**

Per DS1:	\$181.00
Per DS3:	\$499.00

**2. Interim NXX Translation**

Per Order:	\$ 81.00
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**3. Switched Transport Installation**

Per line or trunk:	\$220.00
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**B. Monthly Recurring Charges****1. Entrance Facility**

Per DS1:	\$ 179.13
Per DS3:	\$2,078.00

**2. Direct Trunked Transport**

## - Termination

Per DS1:	\$ 95.62
Per DS3:	\$ 532.51

## - Facility, per mile

Per DS1:	\$ 19.39
Per DS3:	\$ 133.49

**3. Multiplexing**

DS3 to DS1:	\$ 474.31
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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.9 Rates and Charges (Cont'd.)**

**3.9.2 Switched Transport Service (Cont'd.)**

**B. Monthly Recurring Charges (Cont'd.)**

**4. Transport**

a.	Originating Rate Per Minute	\$0.0007821
b.	Terminating Rate Per Minute	\$0.007826

(D)

**5. Network Blocking**

Per blocked call:	\$0.031800
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**3.9.3 End Office Switching**

**Local Switching**

A.	Originating Rate Per Minute	\$0.007
B.	Terminating Rate Per Minute	\$0.007

(D)

**3.9.4 Toll-Free 8XX Data Base Access Service**

Per Query Rate:	\$0.0048
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**3.9.5 Switched Access Optional Features**

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**ACCESS SERVICE**

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**SECTION 4 - DEDICATED TRANSPORT****4.1 General**

The Company provides interstate Dedicated Transport Service with transmission speeds ranging from 2.4 Kbps to 2.4 Gbps. All services are generally available from all NTS cities specified herein. Dedicated transport services are offered on a point-to-point basis. Each Dedicated Transport Service is dedicated to the Customer and the entire usable bandwidth for each service is available to the Customer for their exclusive use.

Standard pricing is available for all non-custom services. Standard rates are provided in Section 4.4 following. The tariffed rates contained in this section are applied based on the locality of service, type of service and the term plan selected.

**4.1.1 Two Point Service**

Two Point Service allows two Customer-designated locations to be connected by one Dedicated Transport Service. The service terminated at both locations must be the same speed and the same capacity.

**4.1.2 On-Net v. Off-Net**

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

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

All rates included in Section 4.4 are for On-Net arrangements. Off-net service charges will be developed on an Individual Case Basis.

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**ACCESS SERVICE**

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**SECTION 4 - DEDICATED TRANSPORT (CONT'D.)****4.2 Standard Pricing Plan Description****4.2.1 Recurring Charges**

Recurring Charges are monthly charges applied on a city-specific basis. Recurring charges apply to Two Point Service.

Recurring charges for Two Point Service will vary based on the locality of service, capacity of service, the distance of service and the term plan selected. Two Point Service recurring charges are applied on a circuit basis and reflect complete end-to-end charges.

**A. Channel Termination**

The Channel Termination rate category provides for the communications path between a customer designated premises and the serving wire center of that premises.

**B. Channel Mileage**

The Channel Mileage rate category provides for the end office equipment and transmission channel between the serving wire center associated with the two customer premises.

**C. Optional Features and Functions**

Optional Features and Functions may be added to a special access service to improve its quality or utility to meet the customer's specific communications requirements. These are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics which may be obtained.

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**SECTION 4 - DEDICATED TRANSPORT (CONT'D.)****4.2 Standard Pricing Plan Description (Cont'd.)****4.2.2 Nonrecurring Charges**

Nonrecurring Charges (NRC) are one-time only charges that apply on a city-specific basis. NRCs may be waived for certain promotions and under the specific terms of individually negotiated contract services.

**4.2.3 Termination Liability and Termination Charges**

Unless otherwise specified in individually negotiated contracts, the termination charges for services purchased under a Term Agreement will be equal to the lesser of either:

- A. 20% of the total minimum billing payable during the life of the term, or
- B. the difference between the monthly rate for selected term plan and the monthly rate for the standard month-to-month product times the number of months that the service was provided.

Termination Charges apply in addition to other charges stated herein and do not include any past due amounts which the Customer owes to the Company.

**4.2.4 Portability**

Termination liability charges as described in 4.2.3 will be waived as follows:

- A. During a Customer's first three months of doing business in a specific NTS Communications, Inc. city, and;
- B. Whenever, after the first three months, a Customer has a net quantity of services, in a specific city, measured in DS1 equivalents at the end of each billing period equal to or greater than the average of the previous three months.

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**SECTION 4 - DEDICATED TRANSPORT (CONT'D.)****4.3 Service Descriptions****4.3.1 DS3 Service**

DS3 Service is a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). DS3 Service has the equivalent capacity of 28 DS1 Services at 1.544 Mbps or 672 Voice Grade Services at 56/64 Kbps. DS3 Service is available with an electrical interface.

**4.3.2 DS1 Service**

DS1 Service is a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having signal format of either Alternate Mark Inversion (AMI) or Bipolar 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe formats. DS1 Service has the equivalent capacity of 24 Voice Grade services or 24 DS0 services. AMI can support 24 56Kbps channels and B8ZS can support 24 64Kbps channels.

**4.3.3 DS0 Service**

DS0 Service is a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 56 or 64 Kbps.

**4.3.4 Custom Services**

Dedicated Transport Services not described above or requests for non-standard configurations and specialized service options will be handled on an Individual Case Basis as set forth following.

**4.3.5 Special Construction**

Special Construction rates, terms and conditions apply pursuant to section 3.5 preceding.

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**SECTION 4 - DEDICATED TRANSPORT (CONT'D.)****4.3 Service Descriptions (Cont'd.)****4.3.6 Time and Material Service**

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

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer Time and Material Charges listed in Section 4.5 for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by Company.

When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of Time and Materials Charges as listed in Section 4.5 for the period of time from when the Company personnel were dispatched to the Customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

If the Customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, and the Company agrees to perform the work, the Time and Material Charges listed in Section 4.5 will apply.

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases Time and Material Charges listed in Section 4.5 will apply. If installation is started during regular business hours but, at the Customer request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

4.4 Rate Schedule - (On-Net Services) (Cont'd.)

DS0 Service (2.4, 4.8, 9.6, 19.2 Kbps)

Description	Non-Recurring		Recurring Charge Based on Term of Contract				
	Initial Charge	Add'l. Charge	Month to Month	12 to 23 Months	24 to 35 Months	36 to 59 Months	60 to 84 Months
Channel Termination up to 19.2 per point of termination	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Channel Mileage Fixed up to 19.2	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Channel Mileage Per Mile up to 19.2	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Bridging	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Loop Transfer Arrangement	ICB	ICB	ICB	ICB	ICB	ICB	ICB

DS0 Service (56, 64 Kbps)

Description	Non-Recurring		Recurring Charge Based on Term of Contract				
	Initial Charge	Add'l. Charge	Month to Month	12 to 23 Months	24 to 35 Months	36 to 59 Months	60 to 84 Months
Channel Termination per point of termination	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Channel Mileage Fixed	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Channel Mileage Per Mile	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Secondary Channel 56K	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Digital Cross Connect per DS-0 Connection	ICB	ICB	ICB	ICB	ICB	ICB	ICB

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SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

4.4 Rate Schedule - (On-Net Services) (Cont'd.)

Fractional DS1 Service (128, 256, 384 Kbps)

Description	Non-Recurring		Recurring Charge Based on Term of Contract				
	Initial Charge	Add'l. Charge	Month to Month	12 to 23 Months	24 to 35 Months	36 to 59 Months	60 to 84 Months
Channel Termination 128 Kbps per point of termination	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Channel Mileage Fixed 128 Kbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Channel Mileage Per Mile 128 Kbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Channel Termination 256 Kbps per point of termination	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Channel Mileage Fixed 256 Kbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Channel Mileage Per Mile 256 Kbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Channel Termination 384 Kbps per point of termination	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Channel Mileage Fixed 384 Kbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Channel Mileage Per Mile 384 Kbps	ICB	ICB	ICB	ICB	ICB	ICB	ICB

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SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

4.4 Rate Schedule - (On-Net Services) (Cont'd.)

DS1 Service (1.544 Mbps)

Description	Non-Recurring		Recurring Charge Based on Term of Contract				
	Initial Charge	Add'l. Charge	Month to Month	12 to 23 Months	24 to 35 Months	36 to 59 Months	60 to 84 Months
Channel Termination per point of termination	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Channel Mileage Fixed	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Channel Mileage Per Mile	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Multiplexing DS-1 to DS-0	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Multiplexing DS-1 to Voice	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Digital Cross Connect per DS-1 Connection	ICB	ICB	ICB	ICB	ICB	ICB	ICB

DS3 Service (44.736 Mbps)

Description	Non-Recurring		Recurring Charge Based on Term of Contract				
	Initial Charge	Add'l. Charge	Month to Month	12 to 23 Months	24 to 35 Months	36 to 59 Months	60 to 84 Months
Channel Termination per point of termination	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Channel Mileage Fixed	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Channel Mileage Per Mile	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Multiplexing DS-3 to DS-1	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Digital Cross Connect per DS-1 Connection	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Digital Cross Connect per DS-3 Connection	ICB	ICB	ICB	ICB	ICB	ICB	ICB

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**SECTION 4 - DEDICATED TRANSPORT (CONT'D.)**

**4.5 TIME AND MATERIAL CHARGES**

Basic time, normally scheduled working hours, per engineer or technician.

<b>1st 1/2 Hr. or Fraction</b>	\$66.00
<b>Ea. Add'l 1/2 Hr. or Fraction</b>	\$45.00

Overtime, outside of normally scheduled working hours, per engineer or technician.

<b>1st 1/2 Hr. or Fraction</b>	\$69.50
<b>Ea. Add'l 1/2 Hr. or Fraction</b>	\$44.80

Premium time, outside of schedule work day, per engineer or technician.

<b>1st 1/2 Hr. or Fraction</b>	\$89.60
<b>Ea. Add'l 1/2 Hr. or Fraction</b>	\$59.40

**5.1 Presubscribed Interexchange Carrier Charge**

The Presubscribed Interexchange Carrier Charge (PICC) is a monthly, flat-rated charge assessed to the interexchange carrier for each presubscribed local exchange service line or trunk. The PICC will be based on a monthly snapshot of end user accounts. No fractional debits or credits will be created. Additionally PICCs will be assessed to end user customers on no-PIC lines.

Centrex lines will be billed 1/9<sup>th</sup> of the multiline business rate. For Centrex groups with fewer than 9 lines, the charge will be the multiline business rate divided by the number of lines in the Centrex group.

ISDN BRI lines will be charged the non-primary residential line rate, and ISDN PRI lines will be charged 5 times the multi-line business rate.

<b>Primary Residential or Single Line Business</b>	<b>Non-Primary Residential</b>	<b>Multiline Business</b>
per line or trunk	per line or trunk	per line or trunk
\$0.53	\$1.50	\$2.75

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**SECTION 5 - MISCELLANEOUS CHARGES****5.2 PIC Change Charge**

**Nonrecurring Charge per Change:** \$5.00

**5.3 Billing Name and Address****5.3.1 Service Description**

Billing Name and Address (BNA) service provides account detail of the Company's customers to interexchange carriers, operator service providers, enhanced service providers, and any other provider of interstate telecommunications services.

**5.3.2 General**

- A. Upon acceptance of an order for BNA service, the Company will furnish account detail for each working number submitted. Account detail consists of current data base information including the end user's billing name and billing address.
- B. Only current information which resides in the Company's data base will be provided. Customers ordering BNA service must accept BNA account detail on an as-is basis.
- C. The Company will specify the location where requests for BNA service are to be received, and the format in which the requests are to be provided.
- D. The subscribing customer must agree that BNA information will not be resold or otherwise provided to any other person, corporation, partnership or entity, other than Customer's authorized billing agent, and that Billing Name and Address shall be used by Customer or Customer's authorized billing agent solely for:
  1. Billing its customers for using Customer's telecommunications services.
  2. Any purpose associated with the equal access requirement of United States v. AT&T, 552 F. Supp. 131 (D.D.C. 1982).
  3. Verification of service orders of new customers, identification of customers who have moved to a new address, fraud prevention, and similar nonmarketing purposes.

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**SECTION 5 - MISCELLANEOUS CHARGES****5.3 Billing Name and Address (Cont ' d)****5.3.2 General (Cont ' d)**

For calling card calls and collect and third party billed calls, Billing Name and Address for ANI service is not available on accounts of nonpublished/unlisted end users who, by request to the Company (which request may be submitted at any time), have specified that such information not be released.

**E. Manual Request**

1. At the customer's option, the Company will provide BNA via manual request procedures.
2. BNA service information will be provided by the Company in standard paper format via facsimile or first class U.S. mail.
3. Wherever possible, the Company will provide Billing Name and Address for ANI data no later than ten (10) business days from the date of receipt of the customer's request. Availability of data may be delayed if errors exist in the request received from the customer.
4. In situations where the customer requests more than forty (40) BNA records on a single order, the Company will provide the requested BNA information in a time frame mutually agreed to by the customer and the Company.

**F. Mechanized Request**

1. At the customer's option, the Company will provide BNA, subject to procedures established for Customer Account Record Exchange (CARE).
2. The customer will submit its requests through proper CARE procedures, as revised or amended.

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**SECTION 5 - MISCELLANEOUS CHARGES**

**5.3 Billing Name and Address (Cont ' d)**

**5.3.2 General (Cont ' d)**

**5.3.3 Rate Regulations**

The number of BNA records for which charges apply will be accumulated by the Company, and billed to the customer on a monthly basis at the rates set forth in 5.3.4 following.

**5.3.4 Rates and Charges**

BNA  
Request  
Manual

Billing Name and Address for ANI

-	Per ANI Request	\$1.00
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**5.4 Texas Universal Service Fund (TUSF) Fee**

(N)

**5.4.1 Fee Description**

The TUSF funds affordable service to high-cost rural customers, equipment programs for the hearing disabled and discounts on telecommunication services to low-income customers.

**5.4.2 Rates and Charges**

This will be set at the rate approved by the Texas Public Utility Commission.

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**5.5 End User Common Line Charge (EUCL)**

This charge shall be assessed to the Company’s local service Customers.

5.5.1 Resold Local Exchange Service.

For Customers purchasing the Company’s resold local exchange service, the EUCL shall be equal to or less than the equivalent charge for the incumbent local exchange company (ILEC) operating in the Company’s service area.

5.5.2 Facilities-Based Local Exchange Service.

For Customers purchasing the Company’s facilities-based local exchange service, the EUCL shall be based on whether the customer is receiving residential or business service.

A. Residential	\$7.34	(I)
B. Business	\$7.34	

5.5.3 ISDN-BRI.

Customers purchasing the Company’s facilities-based Home Office/Small Business ISDN-BRI service, shall be charged a EUCL for each line.

ISDN-BRI Rate	\$6.07
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**5.6 Federal Universal Fund (USF) Fee**

A USF fee shall be assessed on all interstate services provided to the Company’s end user Customers. This charge shall be no greater than an amount sufficient to recover the Company’s contribution to the USF plus a reasonable allowance for administrative costs, uncollectibles, and other costs associated with recovering the Company’s contribution to the USF.

**5.7 Regulatory Cost Recovery Fee**

A monthly, per invoice fee will be assessed on all of the Company’s retail Customers (including but not limited to Customers who subscribe to local, long distance, and/or internet service) for the purpose of recovering administrative costs incurred by the Company to comply with Federal regulatory obligations. **The fee will be \$2.98 for residential Customers and \$3.46 for business Customers.**

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**5.8 Administrative Fee**

A monthly, per invoice fee will be assessed on all of the Company's retail Customers (including but not limited to Customers who subscribe to local, long distance, and/or Internet services) for the purpose of offsetting cost increases in paper, sorting, postage, and credit card, manual and ACH payment processing costs that the Company incurs to bill, collect and process payments from Customers. **The fee will be \$3.19 for residential Customers and \$3.19 for business Customers.** (I)

**SECTION 6 – PROMOTIONS**

**6.1 Promotions – General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

**6.2 Demonstration of Service**

From time to time the Company shall demonstrate service by providing free channels for a period of time, not to exceed one month.

(M)

**SECTION 7 - CUSTOMER SPECIFIC CONTRACTS**

**7.1 General**

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

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

(M)

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