

tw telecom of california l.p.
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Schedule Cal. P.U.C. No. 8-T
Original Title Page

(T)

INTRASTATE SWITCHED ACCESS SERVICE

This tariff, tw telecom of california l.p. Schedule Cal. P.U.C. No. 8-T, replaces in its entirety, Time Warner Telecom of California, L.P. Schedule Cal. P.U.C. No. 4-T, which is currently on file with the Commission

Tariff Schedule

Applicable to

California Intrastate Switched Access Service

tw telecom of california l.p.

U-5358-C

Advice Letter #	389	Issued by:	Issued:	June 30,2008
Decision #:		Kristie Ince, Vice President,	Effective:	July 1, 2008
Resolution:		Regulatory Affairs Southwest		CAa0389

INTRASTATE SWITCHED ACCESS SERVICE

CHECK SHEET

SHEET	REVISION		SHEET	REVISION	
Title	Original	*	28	Original	*
1	Original	*	29	Original	*
2	Original	*	30	Original	*
3	Original	*	31	Original	*
4	Original	*	32	Original	*
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11	Original	*	39	Original	*
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13	Original	*	41	Original	*
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INTRASTATE SWITCHED ACCESS SERVICE

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INTRASTATE SWITCHED ACCESS SERVICE

PRELIMINARY STATEMENT

This tariff contains the regulations and rates applicable to the furnishing of intrastate switched access service by **tw telecom of california l.p.** between locations within the State of California.

EXPLANATION OF 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 increase.

(L) - To signify material relocated from or to another part of the tariff schedules with no change in text, rate, rule or condition.

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

(R) - To signify reduction

(T) - To signify a change in wording of text but not change in rate, rule or condition.

(Z) - To signify reissued material.

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INTRASTATE SWITCHED ACCESS SERVICE

SERVICE AREA MAP

The Company is authorized to provide switched access in the areas where the Company also provides facilities-based competitive local exchange service.

The Company provides service in the following markets:

Bakersfield; Fresno; Los Angeles; Oakland; Orange County; Sacramento; San Diego; San Francisco; San Luis Obispo; and Santa Barbara.

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INTRASTATE SWITCHED ACCESS SERVICE

SECTION 1 - RATE SCHEDULES

Schedule 1: Local Switching

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

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

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

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

1. Local Switching Rate

	Per Access Minute:
Originating	\$0.01175
Terminating	\$0.01175

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 1 - RATE SCHEDULES, (Cont'd.)

Schedule 2: Local Transport

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

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

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

1. Transmission Paths

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

2. Interconnection

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

3. Rates

A.	Local Transport Termination	Per Access Minute:
	Originating	\$0.00025
	Terminating	\$0.00025
B.	Local Transport Facility	Per Access Minute Per Mile:
	Originating	\$0.00015
	Terminating	\$0.00015
C.	Interconnection	Per Access Minute:
	Originating	\$0.00531
	Terminating	\$0.00531

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 1 - RATE SCHEDULES, (Cont'd.)

Schedule 3: 800 Data Base Access Service

This service provides access on a per query basis to the 800 Data Base for the purpose of routing end user dialed 800 number calls to the Customer.

1. Rate

Per Query: \$0.00575

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INTRASTATE SWITCHED ACCESS SERVICE

SECTION 1 - RATE SCHEDULES, (Cont'd.)

Schedule 4: Carrier Common Line Access Service

The Company will provide Carrier Common Line Access Service to Customers in conjunction with Switched Access Service provided in this tariff. Carrier Common Line provides for the use of End Users' Company-provided common lines by Customers for access to such End Users to furnish Intrastate Communications.

1.	Rate	Per Access Minute:
	Originating	\$0.004980
	Terminating	\$0.004980

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 1 - RATE SCHEDULES, (Cont'd.)

Schedule 5: Operator Services

Operator Services enable Customers to be connected to the Company's operator services switch for the purpose of providing operator services to their end users.

1. Busy Line Verification (BLV)

BLV is a service where, at the request of the Customer's operator, a Company operator will attempt to determine the status of an exchange service line (e.g., conversation in progress, available to receive a call or out of service) and report the status to the Customer's operator.

2. Busy Line Verification and Interrupt Service (BLVI)

BLVI is a service where, at the request of the Customer's operator, a Company operator determines and reports that a conversation is in progress on an exchange service line and subsequently interrupts such conversation to request that the conversation be terminated so that the Customer's end user can attempt to complete a call to the line.

3. Operator Transfer

Operator Transfer Service provides end users with access to the operators of the Customer for operator assisted call completion. The Company will, when requested by an end user, connect that end user to a specified Customer for Operator call completion provided that the Customer offers operator services in the end user's originating LATA and is capable of receiving calls passed to it by the Company in that LATA.

If the Customer does not provide operator services for end users, at the option of the Customer, the Company will provide end users with access to a Customer-designated Operator Services Provider or to a Company provided announcement which will direct the end user to contact their Presubscribed Interexchange Carrier for dialing instructions. For Customers who opt to designate an Operator Services Provider, only one Operator Services Provider may be designated within the specified LATA.

4. Rates

	Per End User Request
Busy Line Verification (BLV)	\$1.20
Busy Line Verification and Interruption (BLVI)	\$1.25
Operator Transfer	\$0.95

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 1 - RATE SCHEDULES, (Cont'd.)

Schedule 6: 500/900 Access Service

Originating 500/900 Access Service is a trunk side switched service that is available to Customers via 900 Access Service trunk groups. 500/900 Access Service is available with either 1+ or 0+ dialing capability; 1+ dialing is standard.

1. Usage Measurement

500/900 Access Service usage measurement shall be in accordance with the regulations set forth in Rate Schedule 3 for Feature Groups. Usage shall be measured in the same manner in which Feature Group D access minutes are measured.

Unless prohibited by technical limitation of the Customer's terminating switch (e.g., different dialing plans), the Customer's 900 Access Service traffic may, at the option of the Customer, be combined in the same trunk group arrangement with the Customer's non-500/900 Access Service traffic. When required by technical limitations, or at the request of the customer, a separate trunk group will be established for 900 Access Service. 900 Access Service calls originated as 0-, 10XXX, 101XXXX, Company Coin sent paid, or originated from inmate service, and toll restricted stations will be blocked.

2. Signaling

500/900 Access Service originating from Company switch(es) will be using Feature Group D signaling with overlap outpulsing. Feature Group D signaling may be provided with or without 10-digit ANI, but not in the same trunk group. 500/900 Access Service originating from Company switch(es) without the Customer identification function will be provided using traditional signaling.

For 500/900 Access Service traffic originating from Company switch(es) with the Customer identification function, Feature Group D parameters as specified in this tariff will apply.

3. Traffic Management

The Company retains the right to administer its network in such a manner that will minimize the impact of traffic surges in 500/900 Access Service traffic on other access service traffic. The Company may, when it deems necessary, implement network management controls to ensure acceptable service levels.

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 1 - RATE SCHEDULES, (Cont'd.)

Schedule 6: 500/900 Access Service, (Cont'd.)

4. Customer Obligations

In order to ensure deployment of adequate protective network controls, the Company requires that the Customer provide notification to the Company's Network Operations Center at least two business days before any 500/900 Access Service event for which a substantial call volume is expected during a short period of time (e.g., media stimulated event). Notification should include the nature, time, duration and frequency of the event, an estimated call volume, and the 500/900 line to be used.

The Customer is responsible for using 500/900 Access Service in accordance with this tariff. 500/900 Access Service shall not be used for any communication which is prohibited by law, nor in any manner which is unlawful. It is not intended that 500/900 Access Service be used or administered in conjunction with misleading, exploitative or similarly abusive business practices. The Customer shall cooperate with the Company to resolve complaints which may result from the use of 500/900 Access Service.

5. Rates

The following nonrecurring charges are assessed for the provision of 500/900 Access Service. Subscribers to 500/900 Access Service receive originating access service. The Service Establishment Charge will be applied whenever a Customer places an initial order for 500/900 Access Service, and includes the cost of establishing one NXX code. Each additional NXX requested on the same order will be subject to the Additional NXX Charge. The Subsequent Order Charge applies to the first NXX code to be added or deleted on a subsequent order. The Additional NXX Code Charge is applicable to any additional NXX codes after the first one requested on any subsequent orders.

500/900 Service Establishment Charge	\$1,500.00
Subsequent Order Charge	\$ 150.00
Additional NXX Code Charge	\$ 150.00

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 1 - RATE SCHEDULES, (Cont'd.)

Schedule 7: Billing and Collection Service

1. Billing Name and Address Service

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

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

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

2. Recording Service

Recording Service is the entering on magnetic tape or other acceptable media the details of Customer messages recorded via the Company's end office or tandem switching equipment through Switched Access Service.

3. Rates

BNA, per query	\$1.00
Recording, per message	\$0.025

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 1 - RATE SCHEDULES, (Cont'd.)

Schedule 8: Remote Call Forwarding

1. General

Remote Call Forwarding allows an End User who switches from the Company's local exchange service to that of another certified local exchange carrier to retain the use of their existing Company assigned telephone number, provided the Customer remains at the same location. Remote Call Forwarding utilizes a telephone number and electronic switching facilities to automatically forward all incoming calls to the Company assigned telephone number to the terminating telephone number assigned by another certified local exchange carrier.

All other access, local and toll rates and charges for all services ordered by the Customer, as set forth in other sections of this tariff and the Company's local exchange and federal access tariffs, continue to apply.

2. Regulations

(A) The Customer is required to provide sufficient terminating facilities and service at the terminating end of a forwarded call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of the Company or any of its end users.

(B) End to end transmission characteristics may vary depending on the distance and routing necessary to complete calls over facilities and the fact that another carrier is involved in provisioning of service.

3. Rates

	Pacific Bell Areas	GTE CA Areas
Monthly Recurring Rate	\$1.94	\$2.29
Installation, per number ported	\$4.15	\$4.15
- per additional number ported	\$0.00	\$0.00
Number Referral after discontinuance		
- per first number ported	\$0.00	n/a
- each additional number ported	\$0.00	n/a
Simultaneous Call Capability	n/a	\$0.00

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 1 - RATE SCHEDULES, (Cont'd.)

Schedule 9: Tandem Switch Management Service

1. General

Tandem Switch Management Services provide enhanced routing and billing capabilities for switchless interexchange carriers and resellers needing a means of completing interexchange calls between their locations and locations of other parties.

2. Port Connections

Port Connections to the Company's switch will be charged on a monthly basis. Port connections are available at 1.544 Mbps (DS1) and 44.736 Mbps (DS3) interfaces. Port connections must be purchased in conjunction with the Company's Direct Trunked Transport service referenced in Section XXXX of this tariff. Port connections and Direct Trunked transport arrangements are required for both inward and outward trunk groups.

3. Tandem Switching

Tandem Switching is a per minute rate associated with "switching" the call through the Company's tandem from the "incoming" trunk group to the "outgoing" trunk group.

Tandem Switching charges apply when the Company passes a call between the Customer and another carrier, including a CMRS provider.

4. Switch Management Services

Switch Management Services are the nonrecurring charges associated with the design engineering and installation of trunk groups; trunk group and routing code moves, adds, and changes; traffic management reports and studies; network design and consultation services. The specific nonrecurring rate categories which apply are:

- (A) Initial Switch Engineering & Design (with standard interval of forty-five (45) business days) (per order).
- (B) Expedited Initial Switch Engineering & Design (less than forty-five (45) business days) (per order)
- (C) Trunk Group Design (per order).
- (D) Trunk Group Reconfiguration

Changes and deletes based on standard interval of ten(10) business days during standard business hours of 6:00 a.m. to 2:00 p.m. MST (per order/per trunk group).

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 1 - RATE SCHEDULES, (Cont'd.)

Schedule 9: Tandem Switch Management Service, (Cont'd.)

4. Switch Management Services, (Cont'd.)

- (E) Expedited Trunk Group Reconfiguration
Per order/per trunk group charge.
- (F) Trunk Code Routing Changes (1-15 codes).
Per order/per trunk group charge, based on standard interval of ten (10) business days during standard hours of 6:00 a.m. to 2:00 p.m. MST.
- (G) Trunk Code Routing Changes (1-15 codes).
Based on standard interval of ten (10) business days during standard business hours of 6:00 a.m. to 2:00 p.m. MST).
- (H) Expedited Trunk Group Routing Changes (1-15 Codes).
- (I) Traffic Management Reports and Studies
Per report charge.
- (J) Network Design and Consultation Service
Per hour.

5. Rates

Per Minute \$0.000994

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 1 - RATE SCHEDULES, (Cont'd.)

Special Conditions Applicable to All Rate Schedules

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

1. Minimum Periods

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

2. Cancellation of Access Service Order

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

If the Customer cancels its order for service prior to the service due date, a Cancel Order Charge will apply.

Time of Cancellation	Cancel Order Charge
Prior to completion of Design Layout Record	\$100.00 per circuit
After completion of Design Layout Record, but prior to Firm Order Confirmation	\$250.00 per Circuit
After completion of Firm Order Confirmation, but prior to Plant Test Date	\$400.00 per circuit plus Company expenses
After completion of Plant Test, but prior to Due Date	\$500.00 per circuit plus Company expenses

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 2 - RULES

No. 1 Definitions

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 intrastate service for the purpose of calculating chargeable usage.

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

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

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

CARRIER OR COMMON CARRIER - See Interexchange Carrier.

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

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

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

COMPANY - **tw telecom of california l.p.**

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 2 - RULES, (Cont'd.)

No. 1 Definitions, (Cont'd.)

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

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

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

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

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

ENTRY SWITCH - First point of switching.

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

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 2 - RULES, (Cont'd.)

No. 1 Definitions, (Cont'd.)

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

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

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

INTERSTATE COMMUNICATIONS - The term interstate applies to the regulatory jurisdiction of services used for communications between locations in different states within the United States or between one or more locations in the United States or between one or more locations in the United States and one or more international locations.

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

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

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

MESSAGE - A Message is a Call as defined above.

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

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 premises to an IC premises.

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 2 - RULES, (Cont'd.)

No. 1 Definitions, (Cont'd.)

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 normally obtains dial tone from the Company.

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

TERMINATING DIRECTION - The use of Switched Access Service for the completion of calls from 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.

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 2 - RULES, (Cont'd.)

No. 2 Description of Service

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

Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

No. 3 Application for Service

Service is installed by arrangement between the Company and the Customer.

(A) Customers desiring to obtain Service must complete a Service application provided by Company.

(B) Cancellation of Application for Service

If the Customer cancels its order for service prior to the service due date, a Cancel Order Charge will apply.

Time of Cancellation	Cancel Order Charge
Prior to Firm Order Confirmation	\$250 per Circuit
After completion of Firm Order Confirmation, but prior to Plant Test Date	\$400.00 per circuit plus Company expenses
After completion of Plant Test, but prior to Due Date	\$500.00 per circuit plus Company expenses

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 2 - RULES, (Cont'd.)

No. 3 Application for Service, (Cont'd.)

(C) Cancellation of Service:

The Customer may discontinued service 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.

1. 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 30 days overdue.
2. 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.
3. 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 of any of the provisions governing the furnishing of service under this tariff, 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.
4. 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.

In the event the Customer orders service under a term agreement but cancels service prior to the end of the term, the Customer's termination liability is 100% of the monthly recurring charge for the remaining term of the contract. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to terminate service.

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 2 - RULES, (Cont'd.)

No. 4 Contracts

[Copies of contracts no longer required as part of the tariff under Decision 90-08-032, August 8, 1990.]

Contracts will only be used in special circumstances for Individual Case Basis ("ICB") service offerings. Customer and Company can enter into a contract for Switched Access service. 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. Contracts are available to any similarly situated Customer that places an order within 90 days of their effective date.

Upon expiration of a term contract, the service term will renew automatically at the same terms and conditions for successive one-year terms unless either party notifies the other 30 days prior to the expiration of the then current term that it wishes to terminate the service. A Termination Liability Charge applies to early termination of a contract agreement.

No. 5 Special Information Required On Forms

No special notations are required to appear on agreements, contracts, bills, or deposit receipts.

No. 6 Establishment and Re-establishment of Credit

The Company may require Customers or potential customers to provide information pertaining to their financial ability to pay for service. The Company may deny service to Customers who do not provide the requested information or who fail to meet the Company's financial criteria.

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 2 - RULES, (Cont'd.)

No. 7 Deposits

- (A) 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.
- (B) 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 from complying with the Company's requirement as to the prompt payment of bills.
- (C) 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 the service to the Customer.
- (D) In case of a cash deposit, for the period the deposit is held by the Company, simple annual interest 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. Deposits held will accrue interest at a rate specified by the California Public Utilities Commission or at the rate of 3% per annum if the CPUC has not specified a rate.
- (E) 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.

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 2 - RULES, (Cont'd.)

No. 7 Deposits, (Cont'd.)

(F) Restoration of Service

- (1) 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 Customer pays a deposit at Company's discretion. Nonrecurring charges apply to restored services.
- (2) Restoration of disrupted services shall be in accordance with Federal Communications Commission Rules and Regulations, which specify the priority system for such activities.

No. 8 Notices

Any notice the Company may give to a Customer shall be deemed properly given when delivered, if delivered in person, when deposited with the U.S. Postal Service.

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 2 - RULES, (Cont'd.)

No. 9 Rendering and Payment of Bills

(A) Billing and Payments

- (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) a paper format bill summary with a magnetic tape to provide the detailed information of the bill, 3) magnetic tape only, 4) computer disc, or 5) 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. Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum period of service 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 bill.
- (2) The Company shall bill for all services rendered within 90 days of the scheduled billing date or shall forfeit the right to collect for such charges. The Customer has the right to refuse payment for such charges billed subsequent to the 90 day period. The Company shall adjust any such charges from the Customer's service charges.
- (3) All bills for service provided to the Customer by the Company are due (payment date) by the next bill date (same day 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.

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 2 - RULES, (Cont'd.)

No. 9 Rendering and Payment of Bills, (Cont'd.)

(A) Billing and Payments, (Cont'd.)

- (3) 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.
- (4) 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% per month (.000329 per day) or 12% annually. 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.
- (5) A charge of \$25 will be assessed for any check or other form or payment returned by the drawee 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 of financial institution. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution.

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 2 - RULES, (Cont'd.)

No. 9 Rendering and Payment of Bills, (Cont'd.)

(B) Taxes

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

(C) Local Charges

In certain instances, the Customer may be subject to local exchange company charges or message unit charges to access the Company's network or to terminate intrastate calls. The Company shall not be responsible for any such local charges incurred by the Customer in gaining access to the Company's network.

(D) Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program Surcharge rates and the CPUC Reimbursement Fee rate to intrastate services. For a list of the Public program surcharges and Reimbursement Fee, and the amounts, please refer to the Pacific Bell (d/b/a SBC California) tariffs.

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 2 - RULES, (Cont'd.)

No. 10 Claims and Disputes

Objections to billed charges must be reported to the Company within 120 days of receipt of billing. Any claim not filed within this time period shall be deemed waived. Claims must include all supporting documentation and may be submitted online at <http://customers.twtelecom.com/disputes/> or by telephone at 1-800-565-8982. The Company shall make adjustments to the Customer's invoice to the extent that circumstances existing which reasonably indicate that such changes are appropriate.

- (A) 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
- (B) 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 9(A)4.
- (C) In the event that the Company agrees to refund a credit by check or wire transfer, interest will be applied up to and including the date of issuance for either the check or wire transfer.
- (D) 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.
- (E) 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 9(A)4.

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 2 - RULES, (Cont'd.)

No. 11 Discontinuance and Restoration of Service

- (A) Service may be canceled by the Customer by providing thirty (30) days written notice to the Company.
- (B) The Company may discontinue service to the Customer without liability by providing seven (7) days written notice for:
 - 1) Violations of any regulation governing the service under this tariff.
 - 2) A violation of any law, rule, or regulation of any government authority having jurisdiction over the service.
 - 3) Non-payment of bills for telephone service.
 - 4) Neglect or refusal to provide the Company reasonable access for the purpose of inspection and maintenance of equipment owned by the Company.
 - 5) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- (C) The Company may discontinue service to the Customer without liability and without notice in the event of:
 - 1) Customer use of the equipment or network in such as manner as to adversely affect the Company's equipment or the Company's service to others.
 - 2) Tampering with the equipment furnished and owned by the Company.
 - 3) Unauthorized or fraudulent use of the service.

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 2 - RULES, (Cont'd.)

No. 11 Discontinuance and Restoration of Service, (Cont'd.)

- (D) Service may be restored after discontinuance for nonpayment if the Customer establishes credit worthiness. The Company reserves the right to collect a deposit for re-establishment of service.
- (E) The Company reserves the right to refuse to re-establish service to Customer for whom service was disconnected due to reasons of fraud, tampering with equipment, violations of rules and regulations, or similar reasons.
- (F) See also Rule No. 3.

No. 12 Optional Rates and Information to be Provided the Public

Customers will be promptly notified of all rate revisions. Pertinent information regarding the Company's service is available upon request and open to public inspection by inquiring in person or writing to:

tw telecom of california l.p.
8925 Ware Court, Suite D
San Diego, CA 92121
(619) 549-4440

No. 13 Temporary Service

From time to time, the Company may agree to install temporary service for a Customer for demonstration purposes only. Such service will not be continued for more than 30 days. Calls placed by Customers on such temporary service will be subject to the rates and regulations provided in this tariff.

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 2 - RULES, (Cont'd.)

No. 14 Continuity of Service

- (A) Credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications system provided by Customer, are subject to the general liability provisions set forth in Section 3.1, herein. It shall be the obligation of the Customer to notify the Carrier of any interruptions in service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer, not within his control, or is not in wiring or equipment connected to the terminal of Carrier.
- (B) The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.
- (C) A service is interrupted when it becomes unusable to the Customer because of a failure of a Company-provided facility or component used to furnish service under this tariff or in the event that the protective controls applied by the Company result in the complete loss of service by the Customer. An interruption period starts when an inoperative service is reported to the Company and ends when the service is operative. The total credit allowance available to the Customer, regardless of the number of service interruptions in a billing period will not exceed 100% of the monthly fixed rates of the affected service.

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 2 - RULES, (Cont'd.)

No. 14 Continuity of Service, (Cont'd.)

- (D) For Switched Access Service interruptions on a per line or trunk basis, no credit shall be allowed for an interruption of less than 24 hours. The Customer shall be credited for an interruption of 24 hours or more at the rate of 1/30th of any applicable monthly rates and/or assumed minutes of use charge (if any) for each period of 24 hours or major fraction thereof that the interruption continues.

For Switched Access Service interruptions on a Total Switch Outage basis, no credit will be allowed for an interruption of less than 8 hours. The Customer will be credited for an interruption of 8 hours or more at the rate of 1/90th of any applicable monthly rates and/or the assumed minutes of use charge (if any) for each period of 8 hours or major fraction thereof that the interruption continues.

- (E) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the monthly rate for the service interrupted in any one monthly billing period.

- (F) When a Credit Allowance Does Not Apply:

No credit allowance will be made for:

1. Interruptions caused by the negligence of the Customer.
2. Interruptions of service due to the failure of equipment, systems, or facilities including cable, wire, or jacks provided by the Customer, building owner, or other vendors.
3. Interruptions of service during any period in which the Company is not afforded access to the premises where the service is terminated.

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 2 - RULES, (Cont'd.)

No. 14 Continuity of Service, (Cont'd.)

(F) When a Credit Allowance Does Not Apply: , (Cont'd.)

4. Interruptions of service when the Customer or building owner has released that service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer prior to the release of that service. Thereafter a credit allowance as set forth in D above applies.
5. Interruptions of service which continue because of the failure of the Customer or building owner to authorize replacement of any element of special construction. The period for which no credit allowance is made begins on the seventh day after the Customer receives the Company's written notification of the need for such replacement and ends on the day after receipt by the Company of the Customer's written authorization for such replacement.
6. Periods when the Customer elects not to release the service for testing and/or repair and continues to use the service on an impaired basis.
7. An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.

(G) Use of An Alternative Service Provided by the Utility

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

(H) Temporary Surrender of a Service

In certain instances, the Customer may be requested by the Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the Customer consents, a credit allowance will be granted. The credit allowance will be 1/1440th of the monthly rate for each period of 30 minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

No. 15 Extensions

The Company does not offer extension service.

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 2 - RULES, (Cont'd.)

No. 16 Interconnection of Service and Facilities on Customers' Premises

- (A) 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.
- (B) Interconnection with the services or facilities of other common carriers shall be executed in accordance with this terms and conditions document and the terms and conditions of the other common carrier's tariff(s).
- (C) 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.

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 2 - RULES, (Cont'd.)

No. 17 Measurement of Service

When charges for calls are mileage sensitive, airline mileage is computed as described below.

Calls are measured and rounded to the higher full minute from the serving wire center of the Customer's originating location to the serving wire center of the destination of the call, regardless of Company routing. The distance between the serving wire center origination point and that of the destination point is calculated by using the "V" and "H" coordinates as defined by TelCordia and NECA Tariff FCC No. 4 in the following manner:

- Step 1 Obtain the "V" and "H" coordinates for the originating and terminating wire centers.
- Step 2 Obtain the difference between the "V" coordinates of each of the serving wire centers. Obtain the difference between the "H" coordinates.
- Step 3 Square the differences obtained in Step 2.
- Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 Divide the sum of the squares obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results.
- Step 6 Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the airline mileage of the call.

Formula:

$$\sqrt{\frac{(v_1 - v_2)^2 + (h_1 - h_2)^2}{10}}$$

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 2 - RULES, (Cont'd.)

No. 18 Assignment or Transfer of Service

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 document shall apply to all such permitted transferees or assignees, as well as all conditions of service.

No. 19 Minimum Period of Service

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

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 3 - GENERAL REGULATIONS

3.1 Liability of the Company

- (A) 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 be limited to the allowance of service interruption credits as specified in this tariff. The extension of such allowances shall be the sole remedy of the Customer and the sole liability of the Company.
- (B) The Company will not be liable for any lost profits or direct, indirect, incidental, special, consequential exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts, omissions or negligence of the Company's employees or agents.
- (C) 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.

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.

- (D) 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 customers, or by facilities or equipment provided by the Customer.

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 3 - GENERAL REGULATIONS, (Cont'd.)

3.2 Limitations of Service

- (A) Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- (B) The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- (C) The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- (D) The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- (E) The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.
- (F) No telephone number or detailed billing will be provided with Carrier Common Line Access. Directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access.

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 3 - GENERAL REGULATIONS, (Cont'd.)

3.3 Use of Service

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

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 3 - GENERAL REGULATIONS, (Cont'd.)

3.3 Use of Service, (Cont'd.)

(F) Use and Ownership of Equipment

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

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 3 - GENERAL REGULATIONS, (Cont'd.)

3.4 Responsibilities of the Customer

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

- (A) 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
- (B) 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
- (C) 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, facilities or equipment provided by the Company.

Advice Letter #	389	Issued by:	Issued:	June 30,2008
Decision #:		Kristie Ince, Vice President,	Effective:	July 1, 2008
Resolution:		Regulatory Affairs Southwest		CApl0389

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 3 - GENERAL REGULATIONS, (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

(D) Damages

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

(E) Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this terms and conditions document 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.

(F) 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 terms and conditions document at the points of termination of such services. The selection of 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.

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 3 - GENERAL REGULATIONS, (Cont'd.)

3.4 Responsibilities of the Customer, (Cont'd.)

When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows.

- If the Customer's estimate of the interstate traffic on the service equals 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, tariff or terms and conditions document.
- If the Customer's estimate of the interstate traffic on the service is more than 10% of the total traffic on that service, the service will be provided according to the applicable rules and regulations of this terms and conditions document.
- 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 terms and conditions document within the next full billing cycle. Applicable nonrecurring charges will apply to jurisdictional changes. No retroactive rate adjustments will apply to the period prior to the change in the Company's records. Any applicable termination liability will be transferred with the jurisdictional change of the service.

The Customer shall be responsible for making arrangements or obtaining permission safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities. The Company is not responsible for any interruption of service resulting from an inability to gain access to its equipment or cabling at the Customer's premises. The Company may remove or replace its equipment at any time.

INTRASTATE SWITCHED ACCESS SERVICE

SECTION 4 - PROMOTIONS

1. Promotional Offerings - General

From time to time, the Company may provide promotional offerings to introduce a current or potential Customer to a service not being used by the Customer. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or nonrecurring charges.

Advice Letter #	389	Issued by:	Issued:	June 30,2008
Decision #:		Kristie Ince, Vice President,	Effective:	July 1, 2008
Resolution:		Regulatory Affairs Southwest		CApl0389