

ACCESS SERVICES

**This tariff, tw telecom of maryland llc, Maryland PSC MD Tariff No. 7,
replaces in its entirety, Time Warner Telecom Of Maryland LLC,
Maryland PSC MD Tariff No. 3.**

Tariff Schedule Applicable to

INTRASTATE SWITCHED ACCESS SERVICE

General Rules and Regulations and Terms and Conditions

for

Intrastate Switched Access Service

Provided by

tw telecom of maryland llc

This access tariff contains the descriptions, regulations, service standards and rates applicable to the furnishing of intrastate carrier access services provided by **tw telecom of maryland llc** with principal offices at 10475 Park Meadows Drive, Suite 400, Littleton, CO 80124, Toll Free Number: 1-800-565-8982. This Tariff is on file with the Maryland Public Service Commission and copies may be inspected, during normal business hours, at the Company's principal place of business.

ACCESS SERVICES

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
Title	Original	*	31	Original	*		
1	Original	*	32	Original	*		
2	Original	*	33	Original	*		
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10	Original	*	41	Original	*		
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22	Original	*	53	Original	*		
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* - indicates those pages included with this filing

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) - To signify changed regulation.
- (D) - To signify discontinued rate or regulation.
- (I) - To signify increased rate.
- (M) - To signify a move in the location of text.
- (N) - To signify new rate or regulation.
- (R) - To signify reduced rate.
- (S) - To signify reissued matter.
- (T) - To signify a change in text but no change in rate or regulation.

Application of the Tariff

This tariff governs the Carrier's services that originate and terminate in Maryland. Specific services and rates are described elsewhere in this tariff.

The Company's services are available to Business Customers.

The Company's service territory is: Calling areas are consistent with Verizon's Tariff.

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. that the Commission follows in their tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

ACCESS SERVICES

SECTION 1 - ABBREVIATIONS AND DEFINITIONS

Access Code - A uniform five (5) or seven digit code assigned by the Company to an individual Customer. The five (5) digit code has the form 10xxx or and the seven digit code has the form 950-xxx or 101-xxxx.

Access Minutes - Denotes usage of exchange facilities in intrastate service for the purpose of calculating chargeable minutes of use.

Access Service or Switched Access Service - Access to the switched network of an Exchange Carrier for the purposes of originating or terminating communications. Access Service is available to carriers as defined herein.

Access Service Request (ASR) - The Industry service order format used by Access Service Customer and access providers as agreed to by the ATIS/Ordering and Billing Forum.

Access Tandem - An Exchange Carrier's switching system that provides a traffic concentration and distribution function for originating or terminating traffic between local switching centers 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.

Authorized User - A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

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

Bits per Second (bps) - the number of bits transmitted in a one second interval.

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

Carrier or Common Carrier - See Interexchange Carrier or Exchange Carrier.

ACCESS SERVICES

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

Central Office - A local company switching system where the Customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel(s) - An electrical or, in the case of fiber optic-based transmission systems, a photonic communications path between two or more points of termination.

Commercial Mobile Radio Service (CMRS) - A wireless provider of telecommunications services.

Common Channel Signaling (CCS) - A high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

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

Collocation - Carrier facilities and/or equipment located in the local exchange carriers central offices.

Commission - The Federal Communications Commission or the Public Utility Commission of the State in which service is offered.

Company - refers to **tw telecom of maryland llc**, the issuer of this tariff.

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

Conventional Signaling - The inter-machine signaling system has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating Local Switching Center which terminates the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected, and the sequence of supervisory signals and out pulsed digits is initiated. No overlap out pulsing ten digit ANI, ANI information digits, or acknowledgment link are included in this signaling sequence.

ACCESS SERVICES

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

Customer - Any person, firm, corporation or other entity which orders or obtains service under this tariff and is responsible for the payment of charges.

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 the origination or termination of Access Services.

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

Digital Cross Connect System (DCS) - A digital system within a communications network with centralized switching and cross connection.

Digital Signal level 0 (DS0) - A dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.

Digital Signal level 1 (DS1) - 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.

Digital Signal Level 3 (DS3) - 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.

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

Duplex Service - Service which provides for simultaneous transmission in both directions.

End User - Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by a Carrier.

Entry Switch - The first point of switching.

ACCESS SERVICES

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

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

Exchange Carrier - Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

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

Feature Group D – Access service which provides trunk side access to Company switches through the use of end office or access tandem switch trunk equipment. Feature Group D service may be arranged for 10XXXX dialing or equal access without using a dial codes.

FCC – Federal Communications Commission.

Fiber Optic Cable - A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

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.

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

Hub - The Company office where all Customer facilities are terminated for purposes of interconnection to Trunks and/or cross-connection to distant ends.

Interconnected Wholesale Provider - A provider of telecommunication services that uses internet protocol (IP) technology.

Individual Case Basis - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Interexchange Carrier (IXC) or Interexchange Common Carrier - Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

ACCESS SERVICES

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

InterMTA (Major Trading Area) - For purposes of this tariff, InterMTA refers to, telecommunications traffic exchanged between a LEC and a CMRS, PCS or Wireless provider that originates and terminates in different Major Trading Areas as used by the FCC to define coverage for certain services.

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

IntraMTA (Major Trading Areas) - For purposes of this tariff, IntraMTA refers to, telecommunications traffic exchanged between a LEC and a CMRS, PCS or Wireless provider that originates or terminates within the same Major Trading Area as used by the FCC to define coverage for certain services

Intrastate - For purposes of this tariff, the term Intrastate applies to the regulatory jurisdiction of services for communications between locations within the same state

Joint User - A person, firm or corporation designated by the Customer as a user of access facilities furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

Kbps - Kilobits, or thousands of Bits, per second.

LATA (Local Access and Transport Area) - A geographic area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Local Access - The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Calling Area - A geographical area as defined in the Company's local or general exchange service tariff (s) in which an end user may complete a call without incurring toll usage charges.

Local Switching Center - The switching center where telephone exchange service Customer station channels are terminated for purposes of interconnection to each other and to interoffice trunks.

Mbps - Megabits, or millions of Bits, per second.

ACCESS SERVICES

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

Meet Point Billing - The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under a multiple or single bill scenario under its respective tariff.

Message - A message is a Call as defined above.

Network - The Company's digital fiber optics-based network.

Network Services - The Company's telecommunications Access Services.

Nonrecurring Charges - The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees.

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.

Off-Hook - The active condition of switched access or a telephone exchange service line.

Off-Net - A Customer is considered to be Off-Net when its point of presence is not served by the same Hub in which the Company's Local Switching Center, which is providing service to the Customer, is located.

On-Hook - The idle condition of switched access or a telephone exchange service line.

On-Net - A Customer is considered to be On-Net when its point of presence is served by the same Hub in which the Company's Local Switching Center, which is providing service to the Customer, is located.

Originating Direction - The use of Switched Access Service for the origination of calls from an end user or Customer premises to an IXC premises.

Out of Band Signaling - An exchange access signaling feature which allows Customers to exchange call control and signaling information over a communications path which is separate from the message path.

ACCESS SERVICES

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

Point of Presence (POP) - Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

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 being in Part 68 of the Federal communications Commission's rules & Regulations.

Premises - The physical space designated by a Customer or Authorized User for the termination of the Company's service.

Presubscription - An arrangement whereby an end user may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing interLATA calls. The selected IXC(S) is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select any IXC that orders FGD Access Service at the Local Switching Center that serves the end user.

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

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by the Customer. For Tandem Connect Customers, the Service Commencement Date will be the first date on which the service or facility was used by the Customer.

Service Order - The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff. The signing of a Service Order or submission of an ASR by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

ACCESS SERVICES

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

Service(s) - The Company's telecommunications Access Services offered on the Company's Network.

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

Shared Facilities - A facility or equipment system or subsystem which can be used simultaneously by several Customers.

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

Signaling System 7 (SS7) - The Common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Signaling Transfer Point Access - Allows the Customer to access a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening.

Special Access - See Dedicated Access.

ACCESS SERVICES

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

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 agreed upon length of time.

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 IXC's or Carrier premises to an end user or Customer 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.

ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

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

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

Access Service consists of access to the switched network of an exchange carrier for the purpose of originating or terminating communications. Access Service is available to carriers as defined herein.

ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.2 Obligations of the Customer****2.2.1 The Customer shall be responsible for:**

2.2.1.1 The payment of all applicable charges pursuant to this tariff;

2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations, or by fire or theft or other casualty on the Customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the Customer's premises.

2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.2 Obligations of the Customer, (Cont'd.)**

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

2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer.

2.2.3 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

2.2.5 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Liability of the Company**

2.3.1 In view of the fact that the Customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

2.3.2 Service Irregularities

2.3.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.

2.3.3 Claims of Misuse of Service

2.3.3.1 The Company shall be indemnified and saved harmless by the Customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the Customer with facilities of the Company; and against all other claims arising out of any act or omission of the Customer in connection with the services and facilities provided by the Company.

2.3.3.2 The Company does not require indemnification from the Customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Liability of the Company, (Cont'd.)****2.3.4 Defacement of Premises**

2.3.4.1 The Company is not liable for any defacement of, or damage to, the Customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

2.3.6 Service at Outdoor Locations

2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the Customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The Customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

ACCESS SERVICES

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

2.3 Liability of the Company, (Cont'd.)

2.3.7 Warranties

2.3.7.1 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.3.7.2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

2.3.8 Limitation of Liability

2.3.8.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2.4 Application for Service

2.4.1 Minimum Contract Period

2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a Customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the Customer's account without a record keeping or service ordering charge. The Customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

2.4.1.2 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

ACCESS SERVICES

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

2.4 Application for Service, (Cont'd.)

2.4.2 Cancellation of Service

2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

2.4.2.2.A The total costs of installing and removing such facilities; or

2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the Customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Payment for Service**

- 2.5.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the Customer's bill. Service will continue to be provided until canceled by the Customer or discontinued by the Company as set forth in COMAR 20.45.04.05 through COMAR 20.45.04.07.
- 2.5.2 The Customer is responsible for payment of all charges for service furnished to the Customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the Customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

- 2.5.4 The Company will not collect attorney fees or court costs from Customers.

ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Allowance for Interruptions in Service**

2.6.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The Carrier agrees to abide by the regulations associated with interruptions in service as specified by Code of Maryland Regulations 20.45.05.09 as amended from time to time.

2.7 Special Customer Arrangements

In cases where a Customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

2.8 Unlawful Use of Service

2.8.1 Service shall not be used for any purpose in violation of law or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a Customer when:

2.8.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.8.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.8.2 If service has been physically disconnected by law enforcement officials at the Customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Interference with or Impairment of Service**

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other Customers. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

2.10 Telephone Solicitation by Use of Recorded Messages

2.10.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.11 Overcharge/Undercharge

2.11.1 Overcharge/undercharge provisions will be in accordance with COMAR 20.45.04.01.

2.11.2 When a Customer has been overcharged, the amount shall be refunded or credited to the Customer.

2.12 Individual Case Basis ("ICB") Offerings

2.12.1 The tariff may not specify the price of a service in the tariff as ICB. The Company may or may not have an equivalent service in its tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a Customer and the contract filed (can be under seal) with the Commission. All Customers have non-discriminatory access to requesting the service under an ICB rate.

ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.13 Special Construction**

Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- 2.13.1 where facilities are not presently available and there is no other requirement for the facilities so constructed;
- 2.13.2 of a type other than that which the Company would normally utilize in the furnishing of its services;
- 2.13.3 where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- 2.13.4 where facilities are requested in a quantity greater than that which the Company would normally construct;
- 2.13.5 where installation involving abnormal costs; or
- 2.13.6 on a temporary basis until permanent facilities are available;
- 2.13.7 installation involving abnormal costs; or
- 2.13.8 in advance of its normal construction schedules.

Special construction charges for Access Service will be determined as described in this section.

2.14 Ownership of Facilities

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

ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.15 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. Charges are reflected in the Rate Section.

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

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

2.16 Term Agreements

The Company may offer 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 early termination of a Term Agreement.

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.

ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.17 Claims and Disputes**

Objections to billed charges must be reported to the Company within 90 days of invoice date. 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.

2.17.1 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

2.17.2 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 of 1.5%.

2.17.3 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.

2.17.4 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.

2.17.5 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 this tariff.

ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.18 Payment of Deposits**

- 2.18.1 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. The deposit is to be held by the Company as a guarantee of the payment of rates and charges. No deposit will be required of a Customer that has established credit and has no history of late payments to the Company.
- 2.18.2 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 from complying with the Company's requirement as to the prompt payment of bills.
- 2.18.3 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 the service to the Customer.
- 2.18.4 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.
- 2.18.5 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.

ACCESS SERVICES

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

2.19 Interconnection

- 2.19.1 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.
- 2.19.2 Interconnection with the services or facilities of other common carriers shall be executed in accordance with this tariff and the terms and conditions of the other common carrier's tariff(s).
- 2.19.3 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.

ACCESS SERVICES

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

2.20 Taxes and Surcharges

2.20.1 The Company reserves the right to bill any and all applicable taxes, surcharges and fees including, but not limited to: Federal Excise Tax; State Sales Tax, Municipal Taxes; Gross Receipts Taxes; and any taxes, surcharges, fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise. As permitted by law, the Company will recover from its Customers any such charges assessed directly against the Company. Such taxes or fees will be itemized separately on the Customer's invoice or billing detail.

ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.21 Jurisdictional Reporting**

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Services, its projected Percent Interstate Usage (PIU) and or Percent Local Usage (PLU) must be provided to the Company. These percentages will be used by the Company to apportion the use and/or charges between interstate, intrastate, and local until a revised report is received as set forth herein.

2.21.1 Originating Access

Originating access minutes may be based on traffic originating at the State, LATA or Local Switching Center level. The Customer must provide the Company with a PIU factors, as applicable, on a quarterly basis, as specified below.

For Feature Group D Access Service(s), where the Company can determine jurisdiction by it's call detail, the Interstate and Intrastate Usage will be identified based on the originating NPA/NXX to the terminating NPA/NXX.

For Feature Group D with 950 Access, the Customer must provide the Company with a PIU factor by supplying the Company with an interstate percentage of originating access minutes.

For 500, 700, 8XX, calling card and operator service access, the Customer must provide the Company with a PIU factor for each type of access. The Customer who provides a PIU factor shall supply the Company with an interstate percentage of originating access minutes.

ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.21 Jurisdictional Reporting, (Cont'd.)****2.21.2 Terminating Access**

For Feature Group D Access Service(s), the Customer must provide the Company with a PIU and PLU factor, as applicable, at a minimum on a quarterly basis. If no PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic. If no PLU factor, as applicable, is submitted by the Customer, then the PLU will be set on a default basis of 100% intrastate traffic.

2.21.3 Where the Company measured access minutes are used, and the Company can determine actual jurisdiction, the Company will use the actual jurisdiction identified

2.21.4 Effective on the first of January, April, July and October of each year the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate, intrastate and local percentages of use, as applicable, for the past three months ending the last day of December, March, June and November, respectively, for each service arranged for use, based solely on the traffic originating from or terminating to the Company Switching Center. The quarterly report will serve as the basis for the next three months billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentages to be the same that was provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the default percentages of 50% interstate and 50% intrastate.

ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.21 Jurisdictional Reporting, (Cont'd.)**

- 2.21.5 If a billing dispute arises or a regulatory commission questions the PIU or PLU factor, the Customer will provide the data issued to determine the PIU or PLU factor. The Customer will supply the data within 30 days of the Company request.
- 2.21.6 The Customer shall keep records of call detail from which the percentage of interstate, intrastate, and local use, as applicable, can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit, internally or with an external firm, at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.
- 2.21.7 In the event that an audit reveals that any Customer reported PIU or PLU was incorrect, the Company shall apply the audit results to all usage affected by the audit. The Customer shall be back-billed or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Back-billed amounts are subject to a late payment penalty and payment shall be made in immediately available funds, within 30 days from receipt of bill or by the following bill date, whichever is a shorter period.
- 2.21.8 Should an audit reveal that the misreported percentage(s) of use resulted in an underpayment of access charges to the Company of five percent or more of the total Switched Access Services billed, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail, submitted to the Company by the auditor.
- 2.21.9 Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

ACCESS SERVICES

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

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

Switched Access Service is also available to pass calls between a Customer's premises and the premises of another carrier, including a CMRS provider and an Interconnected Wholesale provider.

The application of rates for Switched Access Service is described in Section 4 following. Rates and charges for services other than Switched Access Service, i.e., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

3.1.1 Ordering Conditions

Except as provided elsewhere 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 (ASOG), unless otherwise specified herein.

ACCESS SERVICES

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

3.1 General, (Cont'd.)

3.1.2 Access Service 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:

3.1.2.1 Standard Interval

The Standard Interval for Access Service will be negotiated at time of order with the Customer. This interval only applies to standard services offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer Premises. Access Service provided under the Standard Interval will be installed during Company business hours.

ACCESS SERVICES

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

3.1 General, (Cont'd.)

3.1.2 Access Service Intervals, (Cont'd.)

3.1.2.2 Negotiated Interval

The Company will negotiate a Service Date Interval with the Customer when:

- A. the Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
- B. there is no existing facility connecting the Customer Premises with the Company; or
- C. 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
- D. 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 Service 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.

ACCESS SERVICES

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.1 General, (Cont'd.)****3.1.3 Access Service Request Modifications**

Any increase in the number of Access Service lines, Trunks, Access transport facilities, Out of Band Signaling connections or any change in engineering or functionality of a service will be treated as a new ASR with a new Service Date Interval.

3.1.3.1 Service Commencement Date Changes

ASR service date for the installation of new services or rearrangement of existing services may be changed, but if the Company receives a written modification request less than three (3) days prior to the planned installation date, the Customer must pay, in addition to the Modification Charge, the Monthly Recurring Charge applicable to the delayed service for the shorter of one billing month or the period from the original due date to the new requested installation date. The Company reserves the right to limit the number of requests to delay the planned installation date.

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed. The applicable charges are set forth in Section 4.

ACCESS SERVICES

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.1 General, (Cont'd.)****3.1.3 Access Service Request Modifications, (Cont'd.)****3.1.3.2 Design Change Charge**

The Customer may request a Design Change to the service order. A Design Change is any change to an ASR which requires Engineering Review. An Engineering Review is a review by Company personnel of the service ordered and the requested changes to determine what changes(s) in the design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions, a change in the type of Transport Termination (Switched Access only) or type of Channel interface. Any other changes are not considered Design changes for purposes of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate cancellation charges applied.

The Design change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. The applicable charges, as set forth in Section 4, are in addition to an Service Date Change Charges that may apply.

ACCESS SERVICES

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.1 General, (Cont'd.)****3.1.3 Access Service Request Modifications, (Cont'd.)****3.1.3.3 Expedited Order Charge**

When placing an Access Order for services(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service Date, in which case an Expedite Charge will apply. The expedite Charge will not apply if the new Service Commencement Date is more than five (5) days from the date of the request to the Company of the expedited order request. The request for an earlier service date may be received from the Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the service date. The Company has the exclusive right to accept or deny the Expedite Order request. However if, upon reviewing availability of equipment and scheduled workload, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, an Expedite Charge will apply.

If the Company is subsequently unable to meet an agreed upon expedited service date, then the Expedite Charge will not apply.

ACCESS SERVICES

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

3.1 General, (Cont'd.)

3.1.3 Access Service Request Modifications, (Cont'd.)

3.1.3.3 Expedited Order Charge, (Cont'd.)

In the event the Company provides service on an expedited basis on the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge.

In the event the Customer cancels an expedited request, the Expedite Charge will be added to all applicable Cancellation Charge specified herein.

In the event the Customer requests a Service Date Change after the Company has received the original expedite request, the Expedite Charge will still apply.

An Expedite Charge will not be applied to orders expedited for Company reasons.

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this Tariff will apply.

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in Section 4.

ACCESS SERVICES

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.2 Rate Categories**

The Company applies traditional per minute of use switched access rate elements to originating and terminating traffic including Tandem Services. Switched Access Services may include charges for 1+ domestic and international traffic, 8XX traffic, 500, 700, & 900 access traffic, 950 traffic, and etc. The rate elements may include the following rate categories:

- Carrier Common Line
- Local Switching
- Transport
- 8XX Database Query

The Company assesses the per minute of use rate elements plus 8XX Data Base Query rates for originating 8XX Access services.

For Tandem Services including for CMRS and Interconnected Wholesale Providers, the Company assesses traditional per minute of use switched access rate elements and 8XX Database Query charges, as applicable. The rate elements may include the following rate categories:

- Tandem Switching
- Transport
- 8XX Database Query

Ancillary access charges are billed in addition to the primary access charge rate categories listed above. Ancillary access rate elements are billed in addition to the rate element per minute of use charges and may include, but are not limited to, 500/900 Access Service, Inward Operator Services, Operator Pass Through Service, Billing Name and Address, and recording services.

- Name and Address
- Recording Services

ACCESS SERVICES

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.2 Rate Categories, (Cont'd,)****3.2.1 Carrier Common Line**

The Carrier Common Line rate category includes the charges related to the use of common lines by Customers and end users for intrastate access.

3.2.2 Local Switching

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

Where local 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.

3.2.3 Transport

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

Transport Termination
Transport Facility
Interconnection Charge

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.

ACCESS SERVICES

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.2 Rate Categories, (Cont'd.)****3.2.3 Transport, (Cont'd.)****3.2.3.1 Transmission Paths**

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

3.2.3.2 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.

3.2.4 Tandem Switching

The Tandem Switching category establishes the charges associated with “switching” the call through the Company’s switching office 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 providers and Interconnected wholesale providers. Tandem switching charges may include the cost for multiplexing.

3.2.5 8XX Data Base Query Service

8XX Data Base Query Service is a service offering utilizing originating trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an end user, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location (Carrier identification Code or destination routing number) to which the call is to be routed. This service is billed based on a per query charge.

ACCESS SERVICES

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.2 Rate Categories, (Cont'd,)****3.2.6 Inward Operator Services****3.2.6.1 General**

Inward 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.

3.2.6.2 Service Description**A. 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 (i.e., conversation in progress available to receive a call or out of service) and report to the Customer's operator.

B. Busy Line Verification/Interrupt (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.

3.2.6.3 Specifications

Inward Operator Services are provided over trunks between the Customer's premises and the Company's local switch. Where FGD trunks which carry other Customer traffic are used, the technical specifications for such trunks apply. The Company will be responsible for transporting this traffic from its local switch to its operator service switch when these are different.

ACCESS SERVICES

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

3.2 Rate Categories, (Cont'd,)

3.2.6 Inward Operator Services, (Cont'd.)

3.2.6.4 Undertaking of Company

In addition to the above obligations of the Company set forth above, the following obligations apply only to the provision of Inward Operator Services:

- A. The Company will provide BLV and BLVI for telephone numbers in its operating territory.
- B. The Company operator will respond to one telephone number per call on requests for BLV or BLVI.
- C. The Company will designate which operator service switch serves which NXX's and make such information available to the Customer.

ACCESS SERVICES

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.2 Rate Categories, (Cont'd,)****3.2.7 Operator Pass-through Service****3.2.7.1 General**

Operator Pass-through Service enables a Customer who provides operator services to receive calls passed through to it by the Company, within a specified LATA, for the purpose of operator assisted call completion or, for a Customer who does not provide operator service, Operator Pass-through Service enables end user calls to be passed through to either a Customer designated Operator Service Provider or a Company provided recording. Operator Pass-through Service is only available in end offices equipped with Feature Group D.

3.2.7.2 Service Description

Operator Pass-through Service provides end users with access to the operators of the Customer for operator assisted call completion, when the Customer provides operator services for end users for calls originating from a particular LATA and is capable of receiving calls passed through to it by the Company in that LATA.

The Company will, when requested by an end user, connect that end user to a specified Customer for Operator call completion provided that 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 specified LATA.

ACCESS SERVICES

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**3.3 Interconnection & Termination of Local Exchange Carrier Traffic****3.3.1 Indirect or Direct Interconnection**

Arrangements for indirect or direct interconnection by Local Exchange Carriers, Competitive Local Exchange Carriers, Wireless Providers (Commercial Mobile Radio Services (CMRS) and PCS) and Interconnected Wholesale Providers with the Company's facilities for the completion of local and intraLATA toll traffic will be negotiated on a case by case basis.

3.3.2 Termination and Transit of Local and IntraLATA Toll Traffic

The Company will complete local calls, including ISP-bound and Interconnected Wholesale Provider traffic, and intraLATA toll calls, as defined by the distance between the rate centers associated with the calling and called parties telephone numbers, for incumbent Local Exchange Carriers, Competitive Local Carriers, Wireless Providers (Commercial Mobile Radio Service (CMRS), and PCS) with which the Company has direct or indirect interconnections. The terms, conditions and compensation methods for handling such calls will be negotiated on a case by case basis, provided that, in cases, where no agreements is in place for completion of such calls, the Company may charge one of the following rates: the state authorized UNE Switching rate(s) or the rate being charged by the other carrier for the Company's traffic terminating on the other carrier's network.

ACCESS SERVICES

SECTION 4 - RATES AND CHARGES

4.1 Switched Access Service

4.1.1 Service Implementation

Installation Charge (Per Trunk)

Entrance Facility

<u>Installation Charge (per channel)</u>	<u>Nonrecurring Charge</u>
2-wire	\$705.00
each additional 2-wire	\$205.00
4-wire	\$790.00
each additional 4-wire	\$255.00
First DS1	\$830.00
each additional DS1	\$240.00
First DS3	\$1,800.00
each additional DS3	\$0.00

4.1.2 Change Charges (per order)

<u>Charge per Occurrence</u>	<u>Nonrecurring Charge</u>
Service Date	\$10.00
Design Changes	\$25.00
Expedited Order	\$100.00
Service Order Charge	\$25.00

4.1.3 Service Initiation, Trunk Side

	<u>Nonrecurring Charge</u>
First Line	\$20.00
Each Additional Line	\$20.00

ACCESS SERVICES

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.1 Switched Access Service, (Cont'd.)

4.1.4 Cancellation Charges (per order)

Cancellation charge

See Section 2.4.2

4.1.5 Direct Connect Charges:

<u>Entrance Facility</u>	<u>Monthly Recurring Charge</u>
2-wire	\$24.61
4-wire	\$39.50
Per DS1	\$225.00
Per DS3	\$3,435.00

ACCESS SERVICES

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.2 Switching, Transport and Network Cost Elements

4.2.1 Local Switching

<u>Cost Element per Originating Minute</u>	<u>Access Rate Per Minute of Use</u>
	<u>Intrastate</u>
Carrier Common Line (Originating)	\$0.000000
Carrier Common Line (Terminating)	\$0.000000
Local Switching (Originating)	\$0.015916
Local Switching (Terminating)	\$0.015916

4.2.2 Tandem Switching and Transport Elements

<u>Tandem Switching & Transport</u>	<u>Access Rate Per Minute of Use</u>
per minute	\$0.000222
per minute per mile*	\$0.000048
Interconnection Charge	\$0.000000
Tandem Switching, per minute	\$0.000974

*The Company uses one mile as the default mileage.

ACCESS SERVICES

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.3 Direct-Trunked Transport

A. Direct Transport	<u>Mileage</u>	<u>Monthly Fixed</u>	<u>Per Mile</u>
Voice Grade	Over 0 to 8	\$ 13.64	\$ 2.49
	Over 8 to 25	\$ 22.40	\$ 1.42
	Over 25	\$ 38.34	\$ 0.76
DS1		\$ 50.00	\$ 30.00
DS3		\$920.00	\$220.00

4.4 Other Switched Access Charges

<u>Rate Element Per Originating Minute</u>	<u>Access Rate</u>
A. 8XX Data Base 8XX CIC or POTS Query - per Query	\$0.003080
B. Media Options Charges	
Magnetic Tape (per tape)	\$100.00
Per Request	\$0.040
Per Record	\$0.003
FTP – CD or Email, per record	\$0.003
EMI Text File – CD or Email – Per Invoice, Per Month	\$0.003
C. Automatic Number Identification	
Per Call*	\$77.50

* A \$77.50 nonrecurring charge applies to subsequent activity.

ACCESS SERVICES

SECTION 4 - RATES AND CHARGES, (CONT'D.)**4.5 Carrier Identification Code Opening Charge****4.5.1 General**

A Customer may request the opening of its Carrier Identification Code (CIC) on the Company's switches to allow the Company's end users to select the Customer as their interLATA, IntraLATA, interstate and/or international service provider. A Charge is applicable for each switch in which the CIC is opened.

4.5.2 Rates and charges

CIC/ASR Charge per switch	\$50.00
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ACCESS SERVICES

SECTION 5 - PROMOTIONS

5.1 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.

5.1.1 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.

ACCESS SERVICES

SECTION 6 - CUSTOMER SPECIFIC CONTRACTS

6.1 General

The Company may provide any of the services offered under this Access Service 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 Access Service Tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

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

Contracts in this section are available to any similarly situated Customer that places an order within 90 days of its effective date.

ACCESS SERVICES

SECTION 7 - TELECOMMUNICATIONS SERVICE PRIORITY

7.1 General

Telecommunications Services Priority (TSP) is a priority restoration and provisioning service offered to Customers whose telecommunications needs meet national Security Emergency preparedness (NS/EP) specifications as determined by the TSP program Office. TSP services fall into two categories. Emergency and Essential Emergency Services are newly ordered services to critical as to require provisioning at the earliest possible time, without regard to the service users' cost. Essential Services are all other NS/EP services assigned restoration and/or provisioning priorities with the TSP system.

7.2 Ordering

In order to qualify for TSP services, the Customer must obtain a certificate from the TSP Program Office specifying the circuits and their level of restoration and provisioning priority. Customers can request assignment to the TSP System through the following agencies:

<u>Customer</u>	<u>Contact</u>
Federal Agencies	TSP program Office
State/Local Governments	Federal Emergency Management Agency
Foreign Governments	Departments of State or Defense
Private Industry	Through Federal Agency which has a contractual relationship involving an NS/EP functions

TSP service is applicable to services which include local exchange service, private line service, switched access service and dedicated access service. The TSP Program Office makes the priority level assignments and issues the TSP authorization code reflecting the priority assignment associated with a request

The Customer provides the TSP authorization code, in addition to all the other details necessary to complete the order to the Company to obtain TSP System Service.

ACCESS SERVICES

SECTION 7 - TELECOMMUNICATIONS SERVICE PRIORITY, (CONT'D.)**7.3 Provisioning Priority**

If the Customer requires service within a shorter time interval than the Company can provide, and the requested service qualifies for NS/EP, the Customer may elect to invoke NS/EP treatment and obtain the appropriate provisioning priority assignment from the TSP Program Office.

7.4 Restoration Priority

A TSP authorization code for restoration priority classifies the service as being among the nation's most important NS/EP telecommunications services. The Company will restore these services before services without restoration assignments in the order of priority assignments

When the Company recognizes a TSP as being out of service, unusable, or receives a trouble report, available resources will be dispatched to restore the service as quickly as practicable. A priority value of 1, 2, or 3 requires dispatch outside normal business hours if necessary to restore the service. A priority value of 4 or 5 only requires dispatch outside of normal business hours if the next business day is more than 24 hours away. If the value "0" has been assigned, then no restoration priority is applicable to this service.

ACCESS SERVICES

SECTION 7 - TELECOMMUNICATIONS SERVICE PRIORITY, (CONT'D.)**7.5 Obligations of the Customer**

- 7.5.1 In all instances, the Customer is responsible for obtaining the appropriate TSP authorization code and providing that code to the telephone Company.
- 7.5.2 Only the Customer or its authorized agent as indicated in a letter of agency on file with the Company is allowed to order TSP system Service.
- 7.5.3 All points of a multipoint service configuration must have the same restoration priority assignment and must satisfy the requirement of that assignment.
- 7.5.4 In obtaining TSP system service, the Customer consents to the release of certain information by the Company to the federal government in order to maintain and administer the TSP System. Such information includes: the Customer's name, telephone number and mailing address, the TSP authorization code and the circuit or service identification number associated with the NS/EP service.
- 7.5.5 The Company will attempt to notify the Customer of expected charges. The Customer when invoking NS/EP treatment, recognizes that quoting charges and obtaining permission beforehand may not be practicable and may cause unnecessary delays and, as a result, grants the Company the right to quote and bill charges after provisioning the service.
- 7.5.6 During certain emergencies the Customer may request TSP assignments verbally and the Company will accept such verbal notifications. The Customer must submit a written order to the Company within two working days following the verbal request. If the written order is not received within two working days, all applicable rates and charges accumulated to date to provision TSP System service become immediately due and payable and the requested TSP priority is revoked.
- 7.5.7 The Customer must request and justify revalidation of all priority level assignments at least every three years.
- 7.5.8 Additional, the NCS manual 3-1-1, "Telecommunications service Priority (TSP) System for National Security Preparedness (NS/EP Service User manual" prescribes specific conditions which warrants NS/EP treatment and related procedures.

ACCESS SERVICES

SECTION 7 - TELECOMMUNICATIONS SERVICE PRIORITY, (CONT'D.)

7.6 Obligations of the Company

7.6.1 The Company will allocate resources to ensure the best efforts to provide NS/EP services by the time required.

7.6.2 The Company will work TSP system services in the order of the priority level assignments. The priority sequence is as follows:

Restore NS/EP services assigned restoration priority 1

Provision Emergency NS/EP services

Restore NS/EP services assigned restoration priority 2, 3, 4 or 5

Provision NS/EP service assignment provisioning priority 1, 2, 3, 4 or 5.

7.6.3 The Company will work cooperatively with other providers of NS/EP services to ensure end to end service even if only a portion of the service is provided by the Company.

7.6.4 TSP service will be provided in accordance with the guidelines set forth in NCS manual 3-1-2, "Telecommunications Service Priority (TSP) System for National Security Preparedness (NSEP) Service Vendor Handbook."

ACCESS SERVICES

SECTION 7 - TELECOMMUNICATIONS SERVICE PRIORITY, (CONT'D.)**7.7 Pricing**

Four rate elements apply to TSP pricing:

- 7.7.1 Priority Installation Nonrecurring Charges applies in addition to other normal charges for the expedited installation of a TSP circuit.

Per circuit ICB

- 7.7.2 Priority Restoration Nonrecurring Level Implementation Charge B applies when a circuit is first given a TSP restoration level.

Per Circuit ICB

- 7.7.3 Priority Restoration Monthly maintenance Charge B applies to TSP circuits

Per Circuit, per month ICB

- 7.7.4 Priority Restoration Nonrecurring Level Change Charge B applies when a restoration level is modified on a TSP circuit.

Per change per Circuit ICB