

SCHEDULE OF TERMS, CONDITIONS AND
CHARGES APPLICABLE TO DOMESTIC
INTERSTATE & INTERNATIONAL
SWITCHED ACCESS
TELECOMMUNICATIONS SERVICES
FURNISHED BY:
CORE COMMUNICATIONS, INC.
CORETEL DELAWARE, INC.
CORETEL NEW JERSEY, INC.
CORETEL NEW YORK, INC.
CORETEL VIRGINIA, INC.
CORETEL WEST VIRGINIA, INC.

Core Communications, Inc., et al.
209 West Street, Suite 302
Annapolis, Maryland 21401-3645

Effective Date: January 1, 2004

TABLE OF CONTENTS

	<u>Page</u>
1. APPLICATION OF SCHEDULE	1
2. REGULATIONS.....	2
2.1 Undertaking of the Company.....	2
2.1.1 Scope	2
2.1.2 Shortage of Facilities	2
2.1.3 Terms and Conditions	2
2.1.4 Limitations on Liability	3
2.1.5 Claims	7
2.1.6 Provision of Equipment and Facilities	7
2.1.7 Dispute Resolution	8
2.2 Obligations of the Customer	9
2.2.1 Customer Premises Provisions.....	9
2.2.2 Liability of the Customer	10
2.3 Use of Service	10
2.3.1 Acceptable Use Policy	10
2.4 Customer Equipment and Channels	10
2.4.1 Interconnection of Facilities	10
2.4.2 Inspections	11
2.5 Payment Arrangements.....	12
2.5.1 Billing and Payment for Service	12
2.5.2 Discontinuance of Service for Cause	15
2.5.3 Advance Payments	17
2.5.4 Credit Approval and Deposits.....	17
2.5.5 Cancellation of Application for Service	18
2.5.6 Changes in Service Requested	19
2.5.7 Late Payment Charge.....	20
2.5.8 Uncollectible Check Charge	20
2.6 Definitions	21
3. EXPLANATION OF RATES.....	22
3.1 Distance-Based Charges	22
4. SERVICE OFFERINGS	23
4.1 General	23
4.2 Station Equipment	23
4.3 Interconnection of Facilities	24
4.4 Tests and Adjustments	24
4.5 Inspections	24
5. SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS.....	26

5.1	Special Construction and Special Arrangements	26
5.2	Basis for Charges	26
5.3	Basis for Cost Computation	27
5.4	Termination Liability	27
6.	SWITCHED ACCESS SERVICE	29
6.1	General.....	29
6.2	Provision and Description of Switched Access Service Agreements.....	29
6.2.2	Manner of Provision	30
6.2.3	Rate Categories	30
6.2.4	Design Layout Report.....	31
6.2.5	Acceptance Testing.....	31
6.2.6	Ordering Options and Conditions	32
6.2.7	Competitive Pricing Arrangements	32
6.3	Obligations of Company	32
6.3.1	Network Management.....	32
6.4	Obligations of the Customer	33
6.4.1	Supervisory Signaling.....	33
6.4.2	Design of Switched Access Services	33
7.	RATES AND CHARGES.....	34
7.1	Rates for Switched Access Services	34
7.1.1	Application of Rates	34
7.1.2	Billing of Access Minutes.....	34
7.1.3	Rates and Charges.....	35

1. APPLICATION OF SCHEDULE

1.1 This schedule contains the regulations and rates applicable to the provision of domestic interstate telecommunications services by the issuing carriers listed below at section 1.3 (hereinafter referred to their individual capacities as the Company), from their respective originating location(s) in the United States to all points in other States. This schedule also contains the regulations and rates applicable to the provision of international telecommunications services by the Company between points in the United States and international points. Service is furnished subject to transmission, atmospheric and like conditions.

1.2 The telecommunications services of the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services.

1.2.1 The rates and regulations contained in this schedule do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.

1.3 Issuing carriers of this tariff are:

CORE COMMUNICATIONS, INC.
209 West Street, Suite 302
Annapolis, MD 21401
For the State of Maryland
and the Commonwealth of Pennsylvania

209 West Street, Suite 302
Annapolis, MD 21401
For the State of New York

CORETEL DELAWARE, INC.
209 West Street, Suite 302
Annapolis, MD 21401
For the State of Delaware

CORETEL VIRGINIA, LLC
209 West Street, Suite 302
Annapolis, MD 21401
For the Commonwealth of Virginia

CORETEL NEW JERSEY, INC.
209 West Street, Suite 302
Annapolis, MD 21401
For the State of New Jersey

CORETEL WEST VIRGINIA, INC.
209 West Street, Suite 302
Annapolis, MD 21401
For the State of West Virginia

CORETEL NEW YORK, INC.

Core Communications, Inc., et al.
209 West Street, Suite 302
Annapolis, Maryland 21401-3645

Effective Date: January 1, 2004

2. REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to provide telecommunications services in accordance with the terms and conditions set forth in this schedule.

2.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of satellite or other transmission medium capacity or because of any causes beyond its control.

2.1.3 Terms and Conditions

2.1.3.1 Customer may order services in writing or through a Constructive Order. Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange service constitutes a Constructive Order by the Customer to purchase switched access services as described in this tariff. Similarly, the selection by the Company's End User of the Customer as the presubscribed interexchange carrier constitutes a Constructive Order of switched access by the Customer.

2.1.3.2 Customers may submit written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions of the Company. Customer may also be required to execute any other documents as may be reasonably requested by the Company.

2.1.3.3 Intentionally blank

2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

which by their nature extend beyond the termination of the term of the Customer Order shall survive such termination.

2.1.4 Limitations on Liability

- A. Service Interruptions and Delivery. Company shall use its best efforts in its installation and provision of services provided in this tariff. In the event of a failure to deliver Service in accordance the terms of this tariff, Customer's sole remedy shall be direct damages incurred, which shall not exceed the monthly recurring charges billed by the Company to the Customer.
- B. No Special Damages. Notwithstanding any other provision hereof, neither party shall be liable for any indirect, incidental, special, consequential, exemplary or punitive damages (including but not limited to damages for lost profits, lost revenues or the cost of purchasing replacement services) arising out of the performance or failure to perform under any Customer Order.
- C. Disclaimer of Warranties. 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 IN ANY APPLICABLE SERVICE LEVELS.
- D. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (Cont'd)

- E. The Company shall not be liable for any claims for loss or damages involving:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil disturbances, strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 3. Any unlawful or unauthorized use of the Company's facilities and services;
 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
 5. Breach in the privacy or security of communications transmitted over the Company's facilities;

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (Cont 'd)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A of this Subsection 2.1.4.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Schedule;
11. Any act or omission in connection with the provision of 911, E911, or similar services;

2. REGULATIONS (Cont'd)

-
12. Any noncompletion of calls due to network busy conditions;
13. Any calls not actually attempted to be completed during any period that service is unavailable.
- F. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, 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 Company or Customer equipment or facilities or service provided by the Company.
- G. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The 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, including attorney fees, 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.
- H. The Company assumes no responsibility for the availability or performance of any systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services.

Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

- I. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

2.1.5 Claims

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's facilities.

2.1.6 Provision of Equipment and Facilities

- A. Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- B. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this schedule, the responsibility of the Company shall be limited to the furnishing of services under this schedule and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 1. the transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or

-
2. the reception of signals by Customer-provided equipment;
or
 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Dispute Resolution

2.1.7.1 Arbitration Is Sole Remedy

Customer understands and agrees that any dispute that arises under this tariff or is related in any way to the provision of services under this tariff shall be submitted to binding arbitration before the American Arbitration Association. Customer understands and agrees that AAA arbitration is the sole forum for resolving disputes that arise under this tariff or are related in any way to the provision of services under this tariff.

2.1.7.2 Limitations on Allowances

No credit allowance will be made for any interruption of service:

- A. due to the negligence of, or noncompliance with the provisions of this Schedule by, any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B. due to the failure of power, equipment, systems, or services not provided by the Company;
- C. due to circumstances or causes beyond the control of the Company;
- D. during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. during any period in which the Customer continues to use the service on an impaired basis;

-
- F. during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
 - G. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
 - H. that was not reported to the Company within thirty (30) days of the date that service was affected.

2.2 Obligations of the Customer

2.2.1 Customer Premises Provisions

- A. The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B. The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.2.2 Liability of the Customer

The Customer will be liable for damages to the facilities of the Company caused by negligence or willful acts of its officers, employees, agents or contractors of the Customer.

2.3 Use of Service

- ### 2.3.1 Acceptable Use Policy. Customer's use of Service shall at all times comply with Company's then-current Acceptable Use Policy and Privacy Policy, as amended by Company from time to time and which are available through Company's web site at. Company will notify Customer of complaints received by Company regarding each incident of alleged violation of Company's Acceptable Use Policy by Customer or third parties that have gained access to the Service through Customer. Customer agrees that it will promptly investigate all such complaints and take all necessary actions to remedy any actual violations of Company's

Acceptable Use Policy. Company may identify to the complainant that Customer, or a third party that gained access to the Service through Customer, is investigating the complaint and may provide the complainant with the necessary information to contact Customer directly to resolve the complaint. Customer shall identify a representative for the purposes of receiving such communications. Company reserves the right to install and use, or to have Customer install and use, any appropriate devices to prevent violations of its Acceptable Use Policy, including devices designed to filter or terminate access to Service.

2.4 Customer Equipment and Channels

2.4.1 Interconnection of Facilities

- A. Interconnection between Customer-provided and Company-provided service must be made by the Customer by leased channel or dial-up service. The forms of interconnection available for use with particular services are set forth in Section 4, following.

2. REGULATIONS (Cont'd)

- B. In order to protect the Company's facilities and personnel and the services furnished to other customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

2.4.2 Inspections

- A. The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements of this schedule are being complied with in the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities; and may, without liability, temporarily suspend service while making such tests and inspections, and thereafter until any violations of such requirements are corrected.
- B. If the protective requirements in connection with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

2. REGULATIONS (Cont'd)

2.5 Payment Arrangements

2.5.1 Billing and Payment for Service

- A. Commencement of Billing. Upon installation and testing of the Service ordered in any Customer Order or upon a Constructive Order, Company will commence billing.
- B. Charges. Any Customer Order will set forth the applicable nonrecurring charges and recurring charges for the Service. In the event such Service requires Company to install additional infrastructure, cabling, electronics or other materials in the provision of the Service, such Customer Order may include (as specified therein) non-recurring charges that are payable by Customer immediately upon Company's acceptance of such Customer Order. In the event Customer fails to pay such nonrecurring charges within two (2) business days following Company's delivery to Customer of the Customer Welcome Letter, (i) such failure to pay shall constitute an Excused Outage for purposes of installation of the Service; (ii) Company may issue a revised Customer Commit Date; and (iii) Company may suspend installation of the Service until receipt of such non-recurring charges. If Customer requests and Company approves (in its sole discretion) any changes to the Customer Order or Service after acceptance by Company, including, without limitation, the Service installation date or Service Commencement Date, additional nonrecurring charges and/or monthly recurring charges not otherwise set forth in the Customer Order may apply.
- C. Payment of Invoices. Invoices are delivered monthly. Company bills in advance for Service to be provided during the upcoming month, except for charges which are dependent upon usage of Service, which are billed in arrears. Billing for partial months are prorated based on a calendar month. All invoices are due thirty (30) days after the date of invoice. Past due amounts bear interest at a rate of 1.5% per month (or the highest rate allowed by law, whichever is less) beginning from the date first due until paid in full.

-
- D. Taxes and Fees. All charges for Service are net of applicable taxes. Except for taxes based on Company's net income, Customer will be responsible for all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges, however designated, imposed on, incident to, or based upon the provision, sale or use of the Service.
- E. Disputed Invoices. If Customer reasonably disputes any portion of a Company invoice, Customer must pay the undisputed portion of the invoice and submit a written claim for the disputed amount. All claims must be submitted to Company within sixty (60) days of receipt of the invoice for those Services. Customer waives the right to dispute any charges not disputed within such sixty (60) day period. In the event that the dispute is resolved against Customer, Customer shall pay such amounts plus interest at the rate referenced in Section 3.3 of the Customer Order Agreement.
- F. Revenue Commitment. In the event that Customer makes a Revenue Commitment in any Customer Order, then Customer will be billed for and be responsible to pay the greater of (a) the recurring charges for Service ordered and delivered, or (b) the amount of the Revenue Commitment.
- G. Termination Charges. Customer may cancel a Service Order upon prior written notice to Company. Customer may not cancel services obtained through Constructive Order, as sending traffic to or receiving traffic from a Company End User places costs on the Company. In the event that Customer cancels a Service Order, Customer shall pay Company a cancellation charge equal to the greater of:
- (a) any third party cancellation/termination charges and other Company out of pocket expenses related to the installation and/or cancellation of Service, or
 - (b) three (3) month's monthly recurring charges for the cancelled Service if written notice of cancellation is received by Company five (5) business days or less prior to the Customer Commit Date.

-
- H. Fraudulent Use of Services. Customer is responsible for all charges attributable to Customer incurred respecting Service, even if incurred as the result of fraudulent or unauthorized use of Service.

2.5.2 Discontinuance of Service for Cause

2.5.2.1 Company may terminate any Customer Order and discontinue Service without liability:

- (A) if Customer fails to pay a past due balance for Service (other than amounts reasonably disputed under Section 2.5.1(F) of this Schedule) (i) within three (3) business days after written notice from Company respecting charges invoiced in arrears, or (ii) within seven (7) business days after written notice from Company respecting charges invoiced in advance;
- (B) if Customer violates any law, rule, regulation or policy of any government authority related to Service; if Customer makes a material misrepresentation to Company in connection with the ordering or delivery of Service; or if a court or other government authority prohibits Company from furnishing Service;
- (C) if Customer fails to cure its breach (other than as addressed in sub-Sections (A), (B), (D) or (E) of this Section) of any of these Terms or any Customer Order within thirty (30) days after written notice thereof provided by Company;
- (D) if Customer files bankruptcy, for reorganization, or fails to discharge an involuntary petition therefore within sixty (60) days; or
- (E) if Customer's use of Service materially exceeds Customer's credit limit, unless within one (1) day's written notice thereof by Company, Customer provides adequate security for payment for Service.

2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Discontinuance of Service for Cause (Cont'd)

2.5.2.2 Effect of Discontinuance. Upon Company's discontinuance of Service to Customer, Company may, in addition to all other remedies that may be available to Company at law or in equity, assess and collect from Customer any applicable termination charge.

2.5.3 Advance Payments

2.5.3.1 To safeguard its interests, the Company may require a Business Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and the first month's estimated recurring 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 and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill and may be required in addition to a deposit.

2.5.3.2 A customer whose service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due carrier and may be required to pay reconnect charges.

2.5.4 Credit Approval and Deposits

Customer will provide Company with credit information as requested, and delivery of Service is subject to credit approval. Company may require Customer to make a deposit (which will not exceed Customer's estimated charges for two months' Service) as a condition to Company's acceptance of any Customer Order, or as a condition to Company's continuation of Service. The deposit will be held by Company as security for payment of

Customer's charges. When Service to Customer is terminated, the amount of the deposit will be credited to Customer's account and any remaining credit balance will be refunded.

2.5.5 Cancellation of Application for Service

2.5.5.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.5.5.2 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 (all discounted to present value at six percent (6%)).

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

2.5.5.4 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any

provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

SECTION 2 - PAYMENT ARRANGEMENTS

- 2.5.6 Ordering, Rating and Billing of Access Services where more than one exchange carrier is involved will be handled as follows:

All recurring and non-recurring charges for services provided by each Exchange Carrier are billed under each Company's applicable tariffs. Under a Meet Point Billing arrangement, the Company will bill for charges for traffic earned between the Company Local Switching Center and the End User and for the portion of any transport facilities provided by the Company between the Customer's location and the Company's local switching center.

The multiple billing arrangement described in this section is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD).

Upon request and to the extent known, the Company will notify the Customer of: 1) the meet point option that will be used; 2) the Carrier(s) that will render the bill(s); 3) the Carrier(s) to whom payment should be remitted; and 4) the Carrier(s) that will provide the bill inquiry function. Additionally, the Company shall provide this notice in writing 15 days in advance of any changes in the arrangement.

The Company will handle the ordering, rating and billing of Switched Access Services under this tariff where more than one Exchange Carrier is involved in the provision of Switched Access Services as follows:

- (1) The Company must receive a form of order, including a Constructive Order, for Feature Group D (FGD) Switched Access Service to the Company's Local Switching Center through a switch operated by another Exchange Center.
- (2) In addition, for FGD Switched Access Service to the Company's Local Switching Center through a switch operated by another Exchange Carrier with whom the Company has an agreement, the Customer may be required to submit an order as specified by the Exchange Carrier which operates the switch.
- (3) Separate bills will be rendered by the Exchange Carrier for FGD access service.

-
- (4) Rating and Billing of Service: Each company will provide its portion of access service based on the regulations, rates and charges contained in its respective Switched Access Service tariff, subject to the following rules, as appropriate:
- (a) The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved;
- (1) when rates and charges are listed on a per minute basis, the Company's rates and charges will apply to traffic originating from the Customer's Premises and terminating at the End User's Premises, and vice versa.

2.5.7 Late Payment Charge

Any charges accrued under this schedule that are not paid in full within the time provided by Section 2.5.1, preceding, will be subject to the following late payment charge:

- 2.5.7.1 Interest on the unpaid balance shall be due at a rate of 1.5% per month, or the highest rate allowable by law. Interest will be applied for the number of days from the payment due date to and including the date that Customer actually makes payment to Company.

2.5.8 Uncollectible Check Charge

For any check returned to the Company due to insufficient funds, uncollected funds, or closed account:

\$ 25.00 per check returned.

2. REGULATIONS (Cont'd)

2.6 Definitions

Billed Party - The person or entity responsible for payment for the Company's service.

Company - The term "Company" denotes the issuing carriers listed herein above at section 1.3 in their individual capacities.

Constructive Order - Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange service constitutes a Constructive Order by the Customer to purchase switched access services as described in this tariff. Similarly, the selection by the Company's End User of the Customer as the presubscribed interexchange carrier constitutes a Constructive Order of switched access by the Customer.

Customer - the person who or the firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Customer Order - A request for Company Service submitted by Customer in the form designated by Company or a Constructive Order.

End User - Any individual, association, corporation, governmental agency, or any other entity other than an Interexchange Carrier that subscribes to or otherwise purchases any service provided by an Exchange Carrier or an Interexchange Carrier.

Exchange Carrier - Any individual, association, corporation, governmental agency, or any other entity licensed to or otherwise engaged in the provision of local exchange telephone service.

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

Interexchange Carrier or IXC - Any individual, association, corporation, governmental agency, or any other entity licensed to or otherwise engaged in the provision of domestic or foreign communications for hire by wire or radio, between two or more exchanges.

MRC - Monthly Recurring Charge.

NRC - Non-Recurring Charge.

O & M - Operation and Maintenance charges. Operation and maintenance charges are billed on a monthly or yearly basis as a percentage of the purchase price of a Long Term Lease or IRU.

State - The term "State" includes a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, and the territories of Guam and the Virgin Islands.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

User - A Customer, or any person or entity authorized or invited by a Customer to make use of services provided under this schedule.

3. EXPLANATION OF RATES

The regulations set forth in this section explain how to apply the rate tables associated with the various service offerings described in Section 4, following.

3.1 Distance-Based Charges

3.1.1 Distance between two points is measured as airline distance between two Points of Service.

3.1.2 The airline distance between any two Points of Service is determined as follows:

- A. Obtain the vertical and horizontal coordinates for each Point of Service location.
- B. Compute the difference between the vertical coordinates of the two Points of Service; and compute the difference between the two horizontal coordinates.
- C. Square each difference between the vertical coordinates and the horizontal coordinates.
- D. Add the square of the vertical coordinates difference and the square of the horizontal coordinates difference.
- E. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
For example:
$$\frac{(V2 - V1)^2 + (H2 - H1)^2}{10}$$
- F. Take the square root of the result.

SWITCHED ACCESS SERVICES

4. CUSTOMER EQUIPMENT AND CHANNELS

4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in the tariffs of the Company. A User may transmit any form of signal that is compatible with the Company's equipment, but except as otherwise specifically stated in its tariffs, the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication

4.2 Station Equipment

4.2.1 Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.

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

4.2.3 Customer provided station equipment may be attached to services provided under the tariffs of the Company subject to Part 68 of the FCC Rules and to any applicable provisions of the tariffs of the Company and is the sole responsibility of the Customer.

4.2.4 The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-provided equipment, or for misdirected calls, disconnects or other service problems caused by the use of Customer-owned equipment.

4.3 Interconnection of Facilities

- 4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 4.3.2 Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- 4.3.3 Facilities furnished under the tariffs of the Company may be connected to customer provided terminal equipment in accordance with the provisions of the tariffs of the Company. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User provided wiring shall be installed and maintained in compliance with those regulations.

4.4 Tests and Adjustments

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

4.5 Inspections

- 4.5.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the User is complying with the requirements set forth in Section 2.8 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 4.5.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the

Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

SWITCHED ACCESS SERVICES

5. SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS

5.1 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in the tariffs of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications not otherwise specified under tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions. Special construction is that construction undertaken:

- 5.1.1 where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- 5.1.2 of a type other than that which the Company would normally utilize in the furnishing of its services;
- 5.1.3 over a route other than that which the Company would normally utilize in the furnishing of its services;
- 5.1.4 in a quantity greater than that which the Company would normally construct;
- 5.1.5 on an expedited basis;
- 5.1.6 on a temporary basis until permanent facilities are available;
- 5.1.7 involving abnormal costs; or
- 5.1.8 in advance of its normal construction.

5.2 Basis for Charges

Where the Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include, (1) nonrecurring type charges; (2) recurring type charges, (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

5.3 Basis for Cost Computation

The costs referred to in Section 5.2 preceding may include one or more of the following items to the extent they are applicable:

5.3.1 installed costs of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installed costs include the cost of:

5.3.1.1 equipment and materials provided or used,

5.3.1.2 engineering, labor and supervision,

5.3.1.3 transportation,

5.3.1.4 rights of way, and

5.3.1.5 any other item chargeable to the capital account;

5.3.2 annual charges including the following:

5.3.2.1 cost of maintenance;

5.3.2.2 depreciation on the estimated installed cost of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

5.3.2.3 administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

5.3.2.4 any other identifiable costs related to the facilities provided;
and

5.3.2.5 an amount for return and contingencies.

5.4 Termination Liability

To the extent that there is no other requirement for use by the Company, the Customer may have a termination liability for facilities specially constructed at the request of the customer, if and only if such liability is clearly stated in a written agreement between the Company and the Customer.

5.4.1 The maximum termination liability is equal to the total cost of the special facility as determined under 5.3, preceding, adjusted to reflect the

redetermined estimate net salvage, including any reuse of the facilities provided.

- 5.4.2 The maximum termination liability as determined in paragraph (1) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six percent (6%), plus applicable taxes.

SWITCHED ACCESS SERVICES

6. SWITCHED ACCESS SERVICE

6.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer's premises and an End User's Premises. It provides for the use of common terminating switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises location to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's Premises. Rates and charges are set forth in Section 15. The application of rates for Switched Access Service is described in Section 15.1.3.4.

6.2 Provision and Description of Switched Access Service Agreements

Switched Access Service is provided in the following service type:

6.2.1 Feature Group D (FGD) Access

FGD Access, which is available to all customers, is provisioned at the DSI level and provides trunk-side access to Company Local Switching Center switches, with an associated uniform 10XXX Access Code for Customer's use in originating and terminating communications. Basic FGD service will be provided with Multi-Frequency In Band Signaling. In addition, Conventional Signaling for Direct Carrier Trunk Groups is available at Customer's option. End Users of Customer's service may also originate calls to certain FGD Access Customers without dialing the 10XXX Access Code if End User is presubscribed, as described herein.

The Access Code for FGD switching is a uniform Access Code of the form 10XXX. A single Access Code will be the assigned number of all FGD access provided to the Customer by the Company. No Access Code is required for calls to a customer over FGD Switched Access Service if the End User's telephone exchange service is arranged for Presubscription to that Customer, as set forth herein

Where no Access Code is required, the number dialed by the Customer's End User shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP), except for 00- dialed calls which are routed to the predesignated Customer. For international calls outside the NANP, a seven to twelve digit number maybe dialed. The form of the numbers dialed by the Customer's End User is NXX-XXXX, 0 or 1 + NXX-XXXX, NPA + NXX-XXXX, 0 or 1 + NPA = NXX-XXXX, and when the local Switching Center is

equipped for International Direct Distance Dialing (IDDD), O+CC+NN or 011 + CC + NN.

When the 10XXX Access Code is used, FGD switching also provides for dialing the digit 0 for access to the Customer's operator, 911 for access to the Company's emergency service, or the end-of-dialing digit (#) for cut-through access to the Customer's Premises.

In addition, End Users may originate calls by dialing the 950-XXXX Access Code specific to a particular Interexchange Carrier, provided that the Interexchange Carrier has subscribed to the Company's Feature Group D with 950 Access Common Switching Optional Feature. If the End User is presubscribed to that Interexchange Carrier, no Access Code is necessary.

6.2.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to order a sufficient number of trunks of each type in order to meet its desired grade of service objective. At the Customer's request, the Company will assist the Customer in sizing Switched Access Trunk groups.

6.2.3 Rate Categories

The following rate categories apply to Switched Access Service:

- A. Direct Link
- B. Tandem Link

6.2.3.1 Except as stated as follows, Tandem Link Service is provided in conjunction with the tandem provider serving the area.

SWITCHED ACCESS SERVICES

6. SWITCHED ACCESS SERVICE (CONT'D)

6.2.3.2 Direct Link: The Company will provide Direct Links, between the Customer's Premises and the Company's Local Switching Center switch(es). This transmission path is dedicated to the use of a single Customer. DS3 facilities are available for Direct Link Service. DS3 facility is capable of transmitting electrical signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths. For DS3 facilities, if the Company is required to install additional fiber optic equipment for the benefit of the Customer, then the Customer has the option to choose either an optical or electrical interface. This Direct Link rate category is comprised of a monthly Entrance Facilities charge and a per minute of use End Office switching charge as specified in 7.1.3.4.

6.2.3.3 Tandem Link: Tandem Link consists of circuits from the point of interconnection with Customer's tandem provider to the Company's Local Switching Center. This Tandem Link rate category is comprised of a Minutes of Use (MOU) based End-Office switching and switched transport charges.

6.2.4 Design Layout Report

At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

6.2.5 Acceptance Testing

At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tons slope, d.c. continuity and operational signaling.

6. SWITCHED ACCESS SERVICE (CONT'D)

6.2.6 Ordering Options and Conditions

Switched Access Service is ordered through Constructive Order or under the Access Order provisions set forth in Section 12. Also included in that section are other charges which may be associated with ordering Switched Access Service.

6.2.7 Competitive Pricing Arrangements

Competitive pricing arrangements for Local Transport - Entrance Facilities and Local Transport-Direct Trunked Transport can be furnished to meet the communications needs of specific Customers on a case by case basis under individual contracts. Notice of the competitive pricing arrangement contracts, once executed, will be filed with Commission according to Commission rules.

6.3 Obligations of Company

In addition to the obligations of the Company set forth in other sections of this tariff. The Company has certain other obligations concerning the provision of Switched Access Service. These obligations are as follows:

6.3.1 Network Management

The Company will administer its Network to ensure the provision of acceptable service levels to all telecommunications users of the Company's Network Services.

Company reserves the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancel the completion of traffic), over any traffic carried over its Network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

SWITCHED ACCESS SERVICES

6. SWITCHED ACCESS SERVICE (CONT'D)

6.4 Obligations of the Customer

In addition to obligations specified elsewhere in this tariff, the Customer has certain specific obligations pertaining to the use of Switched Access Service, as follows:

6.4.1 Supervisory Signaling

The Customer's premises equipment shall provide the necessary On-Hook, Off-Hook answer and disconnect supervision.

6.4.2 Design of Switched Access Services

It is the Customer's responsibility to assure that sufficient Access Services have been ordered to handle its traffic.

SWITCHED ACCESS SERVICES

7. RATES AND CHARGES

7.1 Rates for Switched Access Services

There are three types of rates and charges that apply to Switched Access Service. These are Monthly Recurring Charges, usage rates and Non-Recurring Charges.

Monthly Recurring Charges: Monthly Recurring Charges are flat rates for facilities that apply each month or fraction thereof that a specific rate element is provided.

Usage Rates: Usage rates are rates that are applied on a per access minute or per query basis. Usage rates are accumulated over a monthly period.

Non-Recurring Charges: Non-Recurring charges are one time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service).

- (a) Installation of Service: Non-Recurring charges apply to each Switched Access Service installed. The charge is applied per line or trunk.

7.1.1 Application of Rates

7.1.1.1 Direct Link:

The Direct Link rate is assessed based on the total of the monthly Entrance Facilities charge and per minute of use End-Office switching charge. The monthly Entrance Facilities charge consists of a fixed rate based on the type of the facilities, i.e., DS3, and may include a per mile rate.

7.1.1.2 Tandem Link:

The Tandem Link rate is assessed based on the monthly usage charges for End Office switching, common carrier line, and Switched Transport.

7.1.2 Billing of Access Minutes

When recording originating calls over FGD with multifrequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FGD ends when the originating FGD entry switch receives disconnect supervision from either the originating End

User's Local Switching Center (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FGD with multifrequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's Trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FGD ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

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

For terminating calls over FGD with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed Trunk groups or on tandem routed Trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of termination FGD call usage ends when the entry switch receives or sends a release message, whichever occurs first.

7.1.3 Rates and Charges

7.1.3.1 Change Charges (Per Order)

		<u>Per Occurrence</u>
A.	Service Date	\$10.00
B.	Design Changes	\$25.00
C.	Expedite Charge	\$100.00

7.1.3.2 Cancellation Charges (Per Order)

\$25.00

7.1.3.3 Switched Access

Local End Office Switching

End Office Switching

Per Access Minute of Use: \$0.002431

Dedicated Trunk Port

Monthly Rate: \$12.50

Shared End Office Trunk

Per Access Minute of Use: \$0.001595

Common Channel Signally Access
Service STP Port Termination

Per Month/Per Port: \$900

*NOTE: For Common Channeling Signaling Access Service, an STP Access Mileage charge also applies.

Tandem Switching

Tandem Switching

Per MOU: \$.001000

Dedicated Trunk Port

Monthly Rate Per Trunk: \$12.50

Usage Rate:

	<u>Fixed:</u>	<u>Per Mile:</u>
Tandem Transport	\$0.000000	\$0.000030