

Astound Broadband, LLC  
401 Kirkland Park Place, Suite 410  
Kirkland, WA 98033

Cal. P.U.C. No. 3  
Original Cal. P.U.C. Sheet No. 1-T

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SWITCHED ACCESS SERVICE TARIFF

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
GOVERNING THE PROVISION OF SWITCHED ACCESS SERVICES  
FOR CONNECTING TO COMMUNICATIONS FACILITIES WITHIN  
THE STATE OF CALIFORNIA

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Advice Letter No. 107-A

Issued by:  
James A. Penney  
Executive Vice President

Date Filed: 10-9-2012  
Effective: 7-3-2012  
Resolution No.

Decision No.

Astound Broadband, LLC  
401 Kirkland Park Place, Suite 410  
Kirkland, WA 98033

Cal. P.U.C. No. 3  
Cancels Fourth Revised Cal. P.U.C. Sheet No. 2-T  
Fifth Revised Cal. P.U.C. Sheet No. 2-T

**SWITCHED ACCESS SERVICE TARIFF**

**CHECK SHEET**

1-T	Original	35-T	Original
2-T	Fifth Revised	36-T	Original
3-T	Sixth Revised	37-T	Original
4-T	Original	38-T	Original
5-T	Original	39-T	Original
6-T	Original	40-T	Original
7-T	Original	41-T	Original
8-T	Original	42-T	Original
9-T	Third Revised	43-T	Original
10-T	Original	44-T	Original
11-T	First Revised	45-T	Original
12-T	Original	46-T	Original
13-T	Original	47-T	Original
14-T	Original	48-T	Original
15-T	Original	49-T	Original
16-T	Original	50-T	Original
17-T	Original	51-T	Original
18-T	Original	52-T	Original
19-T	Original	53-T	Original
20-T	Original	54-T	Original
21-T	Original	55-T	Original
22-T	Original	56-T	Original
23-T	Original		
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29-T	Original		
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31-T	Original		
32-T	Original		
33-T	Original		
34-T	Original		

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Astound Broadband, LLC  
401 Kirkland Park Place, Suite 410  
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Cal. P.U.C. No. 3  
Cancels Fifth Revised Cal. P.U.C. Sheet No. 3-T  
Sixth Revised Cal. P.U.C. Sheet No. 3-T

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**SWITCHED ACCESS SERVICE TARIFF**

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**CHECK SHEET**

57-T	Original	87-T	Original
58-T	Original	88-T	Original
59-T	Original	89-T	Original
60-T	Original	90-T	Original
61-T	Second Revised	91-T	Original
61A-T	Original	92-T	Original
61B-T	Original	93-T	Original
61C-T	Original	94-T	Original
61D-T	Original	95-T	Original
62-T	Original	96-T	Original
63-T	Original	97-T	Original
64-T	Original	98-T	Original
65-T	Original	98.1-T	Original
66-T	Original	98.2-T	Original
67-T	Original	98.3-T	Original
68-T	Original	98.4-T	Original
69-T	Original	99-T	Original
70-T	Original	100-T	Original
71-T	Original	101-T	First Revised
72-T	Original	102-T	Sixth Revised
73-T	Original	103-T	First Revised
74-T	Original	104-T	First Revised
75-T	Original	105-T	First Revised
76-T	Original	106-T	First Revised
77-T	Original	107-T	First Revised
78-T	Original	108-T	First Revised
79-T	Original	109-T	First Revised
80-T	Original	110-T	First Revised
81-T	Original		
82-T	Original		
83-T	Original		
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**SWITCHED ACCESS SERVICE TARIFF**

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**SWITCHED ACCESS SERVICE TARIFF**

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EXPLANATION OF SYMBOLS, REFERENCE MARKS,  
AND ABBREVIATIONS OF TECHNICAL TERMS IN THIS TARIFF

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

<b>C</b>	To signify changed regulation
<b>D</b>	To signify discontinued rate or regulation
<b>I</b>	To signify increased rate
<b>L</b>	To signify a move in the location of text
<b>N</b>	To signify new rate or regulation
<b>R</b>	To signify reduced rate
<b>S</b>	To signify reissued matter
<b>T</b>	To signify a change in text but no change in rate or regulation

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Cal. P.U.C. No. 3  
Original Cal. P.U.C. Sheet No. 6-T

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**SWITCHED ACCESS SERVICE TARIFF**

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APPLICATION

This tariff applies to intrastate access service supplied to Customers for origination and termination of traffic to and from Central Office codes directly assigned to Company.

Except as proved in 3.1.3(A), this tariff applies only to the extent that services provided hereunder are used by a customer for the purpose of originating or terminating intrastate communications. A communication is Aintrastate@ only if all points of origination and termination are located within the State of California.

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Cal. P.U.C. No. 3  
Original Cal. P.U.C. Sheet No. 7-T

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**SWITCHED ACCESS SERVICE TARIFF**

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DEFINITIONS

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Advice Letter No. 107-A

Issued by:  
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**SWITCHED ACCESS SERVICE TARIFF**

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DEFINITIONS

Certain terms used generally throughout this tariff are described below.

- 1.1 Advanced Payment  
Part of all of a payment required before the start of service.
- 1.2 Access Service  
The Company=s intrastate telephone services offered pursuant to this tariff.
- 1.3 Common Carrier  
Denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate communications by wire or radio, between two or more exchanges.
- 1.4 Company  
Astound Broadband, LLC the issuer of this tariff.
- 1.5 Company Calling Card  
A telephone calling card issued by the Company at the customer=s request, which enables the customer or user(s) authorized by the customer to place calls over the network and to have the charges for such calls billed to the customer=s account.
- 1.6 Credit Card  
A Credit Card is an accepted credit card, which is defined as a credit card that the cardholder has requested or applied for and received, or has signed, used or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- 1.7 Customer  
The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company=s regulations.



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**SWITCHED ACCESS SERVICE TARIFF**

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DEFINITIONS

- 1.8 End Office T  
For purposes of this price list, with respect to each 101-XXXX code prefix assigned to the Company, the location of the Company=s “end office” for purposes of this price list shall be the point of interconnection associated with that 101-XXXX code in the Local Exchange Routing Guide (LERG). Services provided at a Trunk Gateway location (as defined elsewhere) are the functional equivalent of services provided at an End Office location.
- 1.9 End User T  
A non-carrier customer of an intrastate telecommunications or unregulated service provider.
- 1.10 Exchange Telephone Company  
Denotes any individual, partnership, association, joint-stock company, trust, or corporation engaged in providing switched communication within an exchange.
- 1.11 Intrastate Access Service  
Provides for a two-point communications path between a customer=s premises or a collocated interconnection location and an end user=s premises for originating and terminating calls within the state.
- 1.12 LATA  
A Local Access and Transport 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; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4.
- 1.13 Network  
Refers to the Company=s facilities, equipment, and services provided under this Tariff.

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**SWITCHED ACCESS SERVICE TARIFF**

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DEFINITIONS

- 1.14 Recurring Charges  
The monthly charges to the customer for services, facilities and equipment which continue to apply for duration of the services.
- 1.15 Service Commencement Date  
The first date of which the Company notifies the customer that the requested service or facility is available for use, unless extended by the customer 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 is the date of the customer=s acceptance. The Company and the customer 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 a customer.
- 1.16 Service Order  
The request for access services, either written or electronic, executed by the customer and the Company in the format devised by the Company. Such a request for service by the customer and the acceptance of the request 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. Should a customer use the Company=s access service without an executed Service Order, the Company will then request the customer to submit a Service Order.
- 1.17 Serving Wire Center  
The wire center from which the customer designated premises would normally obtain dial tone from the Company.
- 1.18 Shared  
A facility or equipment system or subsystem that can be used simultaneously by several customers.

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**SWITCHED ACCESS SERVICE TARIFF**

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DEFINITIONS

- 1.19 Trunk Gateway T  
The point of interface between the PSTN trunk facility and the Company defined by Common Language Location Identifier (CLLI) codes assigned to the Company as reflected in the LERG. Services provided at a Trunk Gateway location that are the functional equivalent of services provided at an End Office location.
- 1.20 User  
Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the customer.
- 1.21 VoIP-PSTN Traffic T  
Traffic exchanged between the Company and the Customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format.
- 1.22 Wire Center  
A building in which one or more end offices, used for the provision of Exchange services, are located.

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Original Cal. P.U.C. Sheet No. 12-T

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**SWITCHED ACCESS SERVICE TARIFF**

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REGULATIONS

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**SWITCHED ACCESS SERVICE TARIFF**

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REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish access services in accordance with the terms and conditions set forth in this tariff.

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 transmission medium capacity or because of any causes beyond its control.

2.1.3 Terms and Conditions

- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B) Customers may be required to enter into 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 in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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**SWITCHED ACCESS SERVICE TARIFF**

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REGULATIONS

2.1 Undertaking of the Company (cont=d.)

2.1.3 Terms and Conditions (cont=d)

- D) This tariff shall be interpreted and governed by the laws of the State of California without regard for its choice of laws provisions.

2.1.4 Limitations on Liability

- A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: 1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, others defects, representatives, or use of these services or 2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the customer for interruptions in service as set forth in Section 2.7.
- B) Except for the extension of allowance to the customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, any act or omission, failure to perform, delay interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C) In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.

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SWITCHED ACCESS SERVICE TARIFF

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REGULATIONS

2.1 Undertaking of the Company (cont=d.)

2.1.4 Limitations on Liability (cont=d)

- D) The liability of the Company for errors in billing that result in overpayment of 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 discounted, to a refund of the amount erroneously billed.
- 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) facilities for use in conjunction with services of 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 commotions; 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;

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SWITCHED ACCESS SERVICE TARIFF

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REGULATIONS

2.1 Undertaking of the Company (cont=d.)

2.1.4 Limitations on Liability (cont=d.)

E) (cont=d.)

- 4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or transmission of communications by means 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;
- 6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, fallouts 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 Section 2.1.4, preceding.
- 7) Defacement of or damage of customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.



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SWITCHED ACCESS SERVICE TARIFF

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REGULATIONS

2.1 Undertaking of the Company (cont=d.)

2.1.4 Limitations on Liability (cont=d.)

E) (cont=d.)

- 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 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 are inconsistent, with the provisions of this Tariff.
- 11) Any noncompletion of call due to network busy conditions.
- 12) Any calls not actually attempted to be completed during any period that service is unavailable.

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SWITCHED ACCESS SERVICE TARIFF

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REGULATIONS

2.1 Undertaking of the Company (cont=d.)

2.1.4 Limitations on Liability (cont=d.)

- 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, 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 person injury to or death of any person or person, and person, and for any loss, damage or destruction of any property, including environment 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.

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SWITCHED ACCESS SERVICE TARIFF

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REGULATIONS

2.1 Undertaking of the Company (cont=d.)

2.1.4 Limitations on Liability (cont=d.)

- H) 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.
- I) Except as otherwise stated in this tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- J) 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.

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SWITCHED ACCESS SERVICE TARIFF

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REGULATIONS

2.1 Undertaking of the Company (cont=d.)

1.5 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 the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
- 1) the through transmission of signals by customer provided equipment or for the quality of, or defects in, such transmission; or
  - 2) the reception of signals by customer provided equipment.
  - 3) network control signaling where such signaling is performed by customer provided network control signaling equipment.

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SWITCHED ACCESS SERVICE TARIFF

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REGULATIONS

2.1 Undertaking of the Company (cont=d.)

2.1.6 Ownership of Facilities

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

2.2 Prohibited Uses

- A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B) The Company may require applicants for service who intend to use the Company=s offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company=s offerings complies with relevant laws and California Public Utilities Commission=s regulations, policies, orders, and decisions.
- C) The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- D) A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a customer to transfer its existing service to another entity if the existing customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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SWITCHED ACCESS SERVICE TARIFF

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REGULATIONS

2.3 Obligations of the Customer

2.3.1 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.

2.3.2 Liability of the Customer

- A) The customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the customer as described in (A), preceding, the customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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SWITCHED ACCESS SERVICE TARIFF

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REGULATIONS

2.3 Obligations of the Customer (cont=d.)

2.3.2 Liability of the Customer (cont=d.)

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

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SWITCHED ACCESS SERVICE TARIFF

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REGULATIONS

2.3 Obligations of the Customer (cont=d.)

2.3.3 Jurisdictional Report Requirements

- A) For Feature Group B Switched Access Service(s) for both interstate and intrastate use, the projected interstate percentage of use must be provided by the customer in a whole number to the Company. The Company will designate the number obtained by subtracting the projected interstate percentage of use from 100 (100 - projected interstate percentage = intrastate percentage) as the projected intrastate percentage of use. In addition, the projected percentage of intrastate use which is intraLATA must also be provided. When a customer orders Feature Group B Switched Access Service, the customer shall state, in its order, the projected percent Interstate Usage (PIU) factor for Feature Group B Switched Access Service group ordered.

For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. For originating access minutes, the projected interstate percentage will be developed on a monthly basis by end office trunk group when the Feature Group D Switched Access Service access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction.



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SWITCHED ACCESS SERVICE TARIFF

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REGULATIONS

2.3 Obligation of the Customer (cont=d.)

2.3.3 Jurisdictional Report Requirements (cont=d.)

A) (cont=d.)

For terminating access minutes, there are three options. (1) Customer may provide Company with a projected PIU factor, (2) The PIU for originating access may be used, or (3) Company may use a default PIU which will be an even split of 50% interstate and 50% intrastate.

When a customer orders Feature Group D Switched Access Service, the customer shall supply a projected interstate percentage of use for each end office trunk group involved to be used in the event that originating call details are insufficient to determine the jurisdiction for the call. This percentage shall be used by the Company as the projected interstate percentage for such call detail. For purposes of developing the projected interstate percentage, the customer shall utilize the same consideration as those set forth in Section 2.3.3. B) following.

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SWITCHED ACCESS SERVICE TARIFF

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REGULATIONS

2.3 Obligation of the Customer (cont=d.)

2.3.3 Jurisdictional Report Requirements (cont=d.)

A) (cont=d.)

The Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 (100 - projected interstate percentage = intrastate percentage) as the projected intrastate percentage of use.

For feature Group D originating access minutes, the projected intrastate interLATA percentage will be developed on a monthly basis by end office when the Feature Group D Switched Access Service access minutes are measured by dividing the measured intrastate interLATA originating access minutes (the access minutes where the calling number is in one LATA and the called number is in another LATA) by the total originating intrastate access minutes when the call detail is adequate to make such determination.

For terminating access minutes, the data used by the Company to develop the projected intrastate interLATA percentage for originating access minutes will be used to develop projected intrastate interLATA percentage for such terminating access minutes. When a customer orders Feature Group D Switched Access Service, the customer shall supply projected intrastate intraLATA percentages of used for each end office involved to be used in the event that originating call details are insufficient to determine whether the call is interLATA or intraLATA.

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SWITCHED ACCESS SERVICE TARIFF

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REGULATIONS

2.3 Obligation of the Customer (cont=d.)

2.3.3 Jurisdictional Report Requirements (cont=d.)

A) (cont=d.)

For originating 800 access minutes, where the call detail is insufficient to determine the jurisdiction of the call, the customer shall provide the Company with a projected PIU factor. If such a PIU has not been provided for 800 access minutes, the Company will designate the default PIU factor of 75%. This factor will be applied to the next billing cycle and continue until the customer provides a PIU factor. When the customer does provide the PIU factor, the Company will update the customer=s PIU factors within fifteen (15) business days.

B) For purposes of developing the projected interstate percentage, the customer shall consider every call that enters the customer=s network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the customer=s network at a point in a state different from the state in which the called station is located to be interstate.

For purposes of developing the projected intrastate intraLATA percentage, the customer shall consider every call that enters the customer=s network at a point within the same state and LATA as the state and LATA where the called station is located to be intrastate intraLATA and every call that enters the customer=s network at a point within the same state but in a different LATA for the LATA in which the called station is located to be intrastate interLATA.

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SWITCHED ACCESS SERVICE TARIFF

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REGULATIONS

2.3 Obligation of the Customer (cont=d.)

2.3.3 Jurisdictional Report Requirements (cont=d.)

- C) These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.
  
- D) The projected interstate percentage of use and intrastate intraLATA percentage of use will be used to determine the charge as follows:

The number of access minutes for a trunk group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes. (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The number of intrastate intraLATA access minutes so determined will be subtracted from the total number of intrastate access minutes for the group to determine the intrastate interLATA access minutes (i.e., number of intrastate access minutes - intrastate intraLATA access minutes = intrastate interLATA access minutes).

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SWITCHED ACCESS SERVICE TARIFF

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REGULATIONS

2.3 Obligation of the Customer (cont=d.)

2.3.3 Jurisdictional Report Requirements (cont=d.)

- E) Effective on the first of January, April, July and October of each year, the customer may update the jurisdictional reports that require a projected interstate and intrastate intraLATA percentages of use. The customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate and intrastate intraLATA percentages of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in Section 2.3.3 (A) preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No report. If the customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those case in which a quarterly report has never been received from the customer, the Company will assume the Percentage to be the same as that provided in the order for service as set forth in Section 2.3.3 (A) preceding.

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SWITCHED ACCESS SERVICE TARIFF

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REGULATIONS

2.3 Obligation of the Customer (cont=d.)

2.3.3 Jurisdictional Report Requirements (cont=d.)

- F) The customer reported projected interstate percentage of use as set forth in Section 2.3.3 (A) preceding will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Group B or D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth in Section 2.3.3 (A) preceding. Where call detail is insufficient to make such a determination, the customer will be requested to project a interstate percentage of use to be used by the Company for such apportionment.
- G) The customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for Inspection. Such a request will be initiated by the Company no more than once per year. The customer shall supply the data within 30 calendar days of the Company request.
- H) The customer may provide an additional percentage of interstate use for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the customer not provide a percentage of interstate use, the Company will use the reported Feature Group B or Feature Group D aggregated percentage of interstate use.

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SWITCHED ACCESS SERVICE TARIFF

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REGULATIONS

2.4 Customer Equipment and Channel

2.4.1 Interconnection of Facilities

- A) 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 regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of customer-provided equipment and in the wiring of the connection of customer channels to Company-owned facilities.

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**SWITCHED ACCESS SERVICE TARIFF**

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REGULATIONS

2.4 Customer Equipment and Channels (cont=d.)

2.4.2 Inspections (cont=d.)

If the protective requirements in connections 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 canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide the customer with a statement of technical parameters that the customer's equipment must meet.

2.5 Customer Deposits and Advance Payments

2.5.2 Deposits

A) To safeguard its interests, the Company may require a 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 one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring 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. An advance payment may be required in addition to a deposit.



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SWITCHED ACCESS SERVICE TARIFF

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REGULATIONS

2.5 Customer Deposits and Advance Payments (cont=d.)

2.5.2 Deposits (cont=d.)

- A) To safeguard its interests, the Company may require the customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
- 1) three month=s charges for a service or facility which has a minimum payment period a minimum payment period of one month; or
  - 2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B) A deposit may be required in addition to an advance payment.
- C) After 12 months of timely payments, a deposit must be refunded to the customer with interest and cannot be used as a credit against subsequent bills.

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SWITCHED ACCESS SERVICE TARIFF

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REGULATIONS

2.5 Customer Deposits and Advance Payments (cont=d.)

2.5.2 Deposits (cont=d.)

- D) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the customer=s account and any credit balance remaining will be refunded. Before, the service or facility is discontinued, the Company may, at its option, return the amount of deposit or credit it to the customer=s account. If the amount of the deposit is insufficient to cover the balance due to the customer=s account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any cost related to the collection of any remaining balance.
- E) Deposits held will accrue interest at a rate specified by the California Public Utilities Commission without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the customer.

2.6 Payment Arrangements

2.6.1 Payment for Service

The customer is responsible for the payment of all charges for facilities and services furnished by the Company to the customer.

The customer is responsible for the payment of all charges for facilities and services furnished by the Company to the customer.

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**SWITCHED ACCESS SERVICE TARIFF**

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REGULATIONS

2.6 Payment Arrangements (cont=d.)

2.6.1 Payment for Service (cont=d.)

A) Taxes, Surcharges and Government Fees

The customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges and taxes (however designated) (including without limitation sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company=s net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of Network Services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those customers receiving service within the boundaries of that subdivision.

2.6.2 Billing and Collection of Charges

The customer is responsible for payment of all charges incurred by the customer or other users for services and facilities to the customer by the Company.

- A) Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the customer by the Company.
- B) The Company shall present invoices for Recurring Charges monthly to the customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the customer by the Company. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.

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**SWITCHED ACCESS SERVICE TARIFF**

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REGULATIONS

2.6 Payment Arrangements (cont=d.)

2.6.2 Billing and Collection of Charges (cont=d.)

- C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
  
- D) Billing of the customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
  
- E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lessor of:
  - 1) a rate of 1.5 percent per month; or
  - 2) the highest interest rate which may be applied under state law for commercial transactions.

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SWITCHED ACCESS SERVICE TARIFF

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REGULATIONS

2.6 Payment Arrangements (cont=d.)

2.6.2 Billing and Collection of Charges (cont=d.)

- F) The customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the customer to the Company which a financial institution refuses to honor.
- G) If service is disconnected by the Company in accordance with section 2.6.3 following and later restored, restoration of service will be subject to all applicable installation charges.

2.6.3 Discontinuance of Service for Causes

- A) Upon nonpayment of amount owing to the Company, the Company may, by giving 24 hours prior written notice to the customer, discontinue or suspend service without incurring any liability.
- B) Upon violation of any of the other material terms or condition for finishing service the Company may, by giving 24 hours prior notice in writing to the customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a customer or is a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the customer, may discontinue or suspend service without incurring any liability.

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SWITCHED ACCESS SERVICE TARIFF

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REGULATIONS

2.6 Payment Arrangements (cont=d.)

2.6.3 Discontinuance of Service for Causes (cont=d.)

- D) Upon the customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E) Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F) In the event of fraudulent use of the Company=s network, the Company may without notice suspend or discontinue service. The customer will be liable for all related costs. The customer will also be responsible for payment of any reconnection charges.
- G) Upon the Company=s discontinuance of service to the customer under section 2.6.3 A) or 2.6.3 B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the customer during the remainder of the term for which such services would have otherwise been provided to the customer to be immediately due and payable (discounted to present value at six (6%) percent).

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SWITCHED ACCESS SERVICE TARIFF

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REGULATIONS

2.6 Payment Arrangements (cont=d.)

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service.

2.6.5 Billing Disputes

A) General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within ninety (90) days (commencing five (5) days after such bills have been mailed or otherwise rendered per the Company=s normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B) Late Payment Charge

- 1) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment due date to avoid assessment of a late payment on the undisputed amount under Section 2.6.2 (E), preceding.
- 2) In the event that a billing dispute is resolved by the Company in favor of the of the customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.

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SWITCHED ACCESS SERVICE TARIFF

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REGULATIONS

2.6 Payment Arrangements (cont=d.)

2.6.5 Billing Disputes (cont=d.)

B) Late Payment Charge (cont=d.)

- 3) In the event that a billing dispute is resolved by the Company in favor of the Company, the customer shall pay the late payment charge.

C) Adjustments or Refunds to the Customer

- 1) In the event that the Company resolves the billing dispute in favor of a customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the customer=s account for the disputed amount in the billing period following the resolution of the dispute.
- 2) In the event that the Company resolves the billing dispute in favor of a customer who has paid the total amount of the disputed bill, the Company will credit the customer=s account for any overpayment by the customer in the billing period following the resolution of the dispute.
- 3) In the event that the Company resolves the billing dispute in favor of a customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the customer.



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SWITCHED ACCESS SERVICE TARIFF

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REGULATIONS

2.6 Payment Arrangements (cont=d.)

2.6.5 Billing Disputes (cont=d.)

C) Adjustments or Refunds to the Customer (cont=d.)

- 4) All adjustments or refunds provided by the Company to the customer at the customer=s request, or provided by the Company to the customer by way of compromise of a billing dispute, and which are accepted by the customer, are final and constitute full satisfaction settlement, and/or compromise of all of the customer=s claims for the billing period for which the adjustment or refund was issued.

D) Unresolved Billing Disputes

In the case of a billing dispute between the customer and the Company for service furnished to the customer which cannot be settled to the mutual satisfaction of the customer and the Company, the customer has up to 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company=s normal course of business) to take the following course of action:

- 1) First, the customer may request and the Company will provide an in-depth review of the disputed amount.
- 2) Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the customer may file an appropriate complaint with:

Consumer Affairs Branch  
505 Van Ness Avenue  
San Francisco, CA 94102  
(800) 366-4782

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SWITCHED ACCESS SERVICE TARIFF

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REGULATIONS

2.6 Payment Arrangements (cont=d.)

2.6.6 Ordering, Rates and Billing of Access Services Where More Than One Exchange Telephone Company is Involved

Meet point billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company=s applicable rates as set forth in Section 2.6.6 A) following.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Ordering and Design (MECOD).

The Company will handle ordering, rating and billing of Access Service under this tariff where more than one Exchange Telephone Company is involved in the provision of Access Service as follow.

- A) For Feature Group B and/or D Switched Access Service, when service is jointly provided by more than one Exchange Telephone Company, the customer must supply a copy of the order to each Exchange Telephone Company involved in providing the service.
- B) Each Exchange Telephone Company will provide the portion of Local Transport to an interconnection point (IP) with another Exchange Telephone Company, and will bill the charges in accordance with its Access Service tariff for either Single Bill/Multiple Tariff arrangement or Multiple Bill/Multiple Tariff arrangements. For Single Bill/Single Tariff arrangements, the Company will either bill the charges in accordance with its Access Service Tariff or agree to bill the Access Service charges of the interconnecting Exchange Telephone Company. The rate for Transport elements will be determined as set forth in C) following. All other appropriate tariff are applicable.

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SWITCHED ACCESS SERVICE TARIFF

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REGULATIONS

2.6 Payment Arrangements (cont=d.)

2.6.6 Ordering, Rates and Billing of Access Services Where More Than One Exchange Telephone Company is Involved, (cont=d.)

C) The charge for the Local Transport Facility and Termination rate elements for services provided as set forth in Section 2.6.6 A) preceding are determined as follows:

1) Determine the appropriate Switched Access Local Transport mileage by computing the airline mileage between the two ends of the Local Transport Facility, as defined in 3.1.2 B) following. Determine the airline for the Local Transport Facility charge using the V&H methods as set forth in Section 2.10.2 following.

2) For Feature Groups B or D Switched Access Service, the Local Transport Facility and Termination charges are determined by using the steps set forth in a) through c) following for the total Local Transport-Common Switched Transport charges.

a) Multiply:

The number of access minutes

by

the number of airline miles as determined in 1) preceding

by

the Company=s appropriate Local Transport Facility per mile per access minute rate

by

the Company=s billing percentage factor.

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SWITCHED ACCESS SERVICE TARIFF

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REGULATIONS

2.6 Payment Arrangements (cont=d.)

2.6.6 Ordering, Rates and Billing of Access Services Where More Than One Exchange Telephone Company is Involved, (cont=d.)

C) (cont=d.)

2) (cont=d.)

b) Multiply:

The number of access minutes  
by

the Company=s appropriate Local Transport Termination per minute rate. The resulting amount is the Company=s total Local Transport Termination charge.

c) Add:

The products of a) and b) for the Company=s total Local Transport-Common Switched Transport charges.

D) The charge for the Direct Trunked Transport-Facility Mileage rate element for services provided as set forth in Section 2.6.6 A) preceding is determined as follows:

1) Determine the appropriate Switched Access Direct Trunked Transport-Facility mileage by computing the airline mileage between the two ends of the Direct Trunked Transport-Facility. Determine the airline mileage for the Direct Trunked Transport-Facility charge using the V&H method as set forth in Section 2.10.2 following.

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SWITCHED ACCESS SERVICE TARIFF

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REGULATIONS

2.6 Payment Arrangements (cont=d.)

2.6.6 Ordering, Rates and Billing of Access Services Where More Than One Exchange Telephone Company is Involved, (cont=d.)

D) (cont=d.)

- 2) For Feature Group B or D Switched Access Service, the Direct Trunked Transport-Facility Mileage charge is determined by using the procedure set forth below:

Multiply:

The number of access minutes

by

the number of airline miles as determined in 1) preceding

by

the Company=s appropriate Direct Trunked Transport-Facility per mile per access minute rate

by

the Company=s billing percentage factor.

E) For Feature Group B and D.

- 1) For originating or terminating access traffic at a company operated end office, the Residual Interconnection Charge is calculated by multiplying that rate times the number of originating and terminating access minutes that are switched at the end office.
- 2) For Entrance Facility equipment operated by the Company, the Entrance Facility and/or Multiplexing charge will apply.
- 3) The Billing Percentage (BP) is not applicable to the Residual or Multiplexer.

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SWITCHED ACCESS SERVICE TARIFF

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REGULATIONS

2.6 Payment Arrangements (cont=d.)

2.6.6 Ordering, Rates and Billing of Access Services Where More Than One Exchange Telephone Company is Involved, (cont=d.)

- F) The interconnection points will be determined by the Exchange Telephone Companies involved. The billing percentage (BP) factor for the Company for the service between involved offices will be listed in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO.4, except as noted in 2.6.6 G) below.
- G) Until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO.4 is revised to include the following meet points, the applicable billing percentage factors for Feature Group B or D Switched Access Service traffic between certain Company end offices and AT&T California. Offices are as set forth in Astound Broadband, LLC's Tariff F.C.C. No. 1.
- H) Should any changes be made to the meet point billing arrangements as set forth in Section 2.6.6 A) preceding, the Company will give affected customers 30 days= notice.
- I) Should the Company act as an intermediate, non-terminating local exchange carrier, Local Transport Termination rates, as determined in Section 2.6.6 B) preceding, will not be applied to the meet point billing arrangement.

2.6.7 Changes in Service Requested

If the customer makes or requests materials 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 fees shall be adjusted according to the term and conditions set forth in 3.1.1.2 following, Access Order Modifications.

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**SWITCHED ACCESS SERVICE TARIFF**

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REGULATIONS

2.7 Allowances for Interruptions in Service

2.7.1 General

- A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the customer, e.g. the customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B) An interruption period begins when the customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C) If the customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for service, facility or circuit considered by the Company to be impaired.

2.7.2 Limitations of Allowances

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

- A) Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the customer or other common carriers connected to the service of the Company;
- B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;

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**SWITCHED ACCESS SERVICE TARIFF**

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REGULATIONS

2.7 Allowances for Interruptions in Service (cont=d.)

2.7.2 Limitations of Allowances (cont=d.)

- 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.

2.7.3 Use of Another Means of Communications

If the customer elects to use another means of communications during the period of interruption, the customer must pay the charges for the alternative service used.



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**SWITCHED ACCESS SERVICE TARIFF**

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REGULATIONS

2.7 Allowances for Interruptions in Service (cont=d.)

2.7.4 Application of Credit for Interruptions in Service

- A) Credits for interrupting in service that is provided and billed on a flat rate for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which the event that gave rise to the claim for credit occurred. A credit allowance is applied on a pro rate basis against the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B) For calculating credit allowances every month is considered to have thirty (30) days.
- C) A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruption of 15 minutes or more during any one 24-hour period shall be considered as one interruption.
- D) Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/8 Day
3 hours up to but not including 6 hours	1/4 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hour	One Day

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**SWITCHED ACCESS SERVICE TARIFF**

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REGULATIONS

2.7 Allowances for Interruptions in Service (cont=d.)

2.7.4 Application of Credit for Interruptions in Service (cont=d.)

D) Continuous Interruption Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day=s credit will be allowed for any period of 24 hours.

F) Interruption Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one month period.

2.7.5 Cancellation for Service Interruption

Cancellation or termination for service interruptions permitted only if any circuit experience a single continuous permitted only if any circuit experiences a single continuous outage of 8 hours or more of cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credit.

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**SWITCHED ACCESS SERVICE TARIFF**

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REGULATIONS

2.8 Cancellation of Service/Termination Liability

If a customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1), the customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- A) all unpaid Non-Recurring charges reasonably expended by Company to establish service to customer, plus;
- B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of customer, plus;
- C) all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D) minus a reasonable allowance for costs avoided by the Company as a direct result of customer's cancellation.

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**SWITCHED ACCESS SERVICE TARIFF**

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REGULATIONS

2.9 Customer Liability for Unauthorized Use of the Network

2.9.1 Unauthorized Use of the Network

- A) Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company=s services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company=s services provided under this Tariff, or uses specific services that are not authorized.
- B) The following activities constitute fraudulent use:
- 1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service:
  - 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company=s tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company=s services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
  - 3) Toll Free callers using the Network with the intent of gaining access to a customer's outbound calling capabilities on an authorized basis; and

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SWITCHED ACCESS SERVICE TARIFF

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REGULATIONS

2.9 Customer Liability for Unauthorized Use of the Network (cont=d.)

2.9.1 Unauthorized Use of the Network (cont=d.)

- C) Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

2.9.2 Liability for Unauthorized Use

- A) Except as provided for elsewhere in this Tariff, the customer is responsible for payment of all charges for services provided under this Tariff furnished to the customer, or user. This responsibility is not changed due to any use, misuse, or abuse of the customer's service or customer provided equipment by users or other third parties, the customer's or employees, or the public.
- B) The customer is responsible for payment of all outbound call charges arising from the calls placed to a customer's Toll Free Service number, whether or not calls are authorized or fraudulent, where the user gains access to the customer's outbound calling equipment and services.
- C) The customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.

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SWITCHED ACCESS SERVICE TARIFF

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REGULATIONS

2.10 Application of Rates

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

2.10.1 Charges Based on Duration of Use

Customer tariff to end offices will be measured by Company at end offices switches. Originating and terminating calls will be measured by the Company to determine the basis for computing chargeable access minutes.

For originating calls over Feature Group B or D, usage measurement begins when the originating Feature Group B or D switch receives the first wink supervisory signal forwarded from the customer=s point of termination.

The measurement of originating call usage ends when the originating Feature Group B or D switch receives disconnect supervision from either the originating end user=s end office, indicating the originating end user has disconnected, or the customer=s point of termination, whichever is recognized first by the switch.

For terminating calls over Feature Group B or D, the measurement of access minutes begins when the terminating Feature Group B or D switch receives answer supervision from the terminating end user=s end office, indicating the terminating end user has answered.

The measurement of terminating call usage over Feature Group B or D ends when the terminating Feature Group B or D switch receives disconnect supervision from either the terminating end user=s office, indicating the terminating end user has disconnected, or the customer=s point of termination, whichever is recognized first by the switch.

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**SWITCHED ACCESS SERVICE TARIFF**

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REGULATIONS

2.10 Application of Rates (cont=d.)

2.10.1 Charges Based on Duration of Use (cont=d.)

Access minutes or fractions thereof are accumulated over the billing period for each end office and are then rounded up to the nearest access minute for each end office.

2.10.2 Rates Based Upon Distance

Where the charges for service are specified based upon distance, the following rules apply:

- A) Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Except that, until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4 is revised to include certain Company wire center, the airline distance should be determined utilizing the AV@ (vertical) and AH@ (horizontal) coordinates as set forth in Company=s F.C.C. No. 1.
- B) The airline distance between any two wire centers is determined as follows:
  - 1) Obtain the AV@ and AH@ coordinates for each wire center from the above-referenced NECA tariff.
  - 2) Compute the difference between the AV@ coordinates of the two wire centers; and the difference between the two AH@ coordinates.

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**SWITCHED ACCESS SERVICE TARIFF**

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REGULATIONS

2.10 Application of Rates (cont=d.)

2.10.2 Rates Based Upon Distance (cont=d.)

- 3) Square each difference obtained in step (2) above.
- 4) Add the square of the AV@ difference and the square of the AH@ difference obtained in step (3).
- 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- 6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
- 7) Formula=

$$\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

2.10.3 Mileage

The mileage to be used to determine the Local Transport Facility monthly rates are calculated on the airline distance between the end office switch where the call carried by Local Transport originates or terminates and the customer=s serving wire center. The V&H coordinates method is used to determine mileage. This method is set forth in Section



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SWITCHED ACCESS SERVICE TARIFF

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REGULATIONS

2.10 Application of Rates (cont=d.)

2.10.3 Mileage (cont=d.)

The mileage to be used to determine the Local Transport Facility monthly rates are calculated on the airline distance between the end office switch where the call carried by Local Transport originates or terminates and the customer=s serving wire center. The V&H coordinates method is used to determine mileage. This method is set forth in Section 2.10.2.

The Local Transport Facility mileage rates are shown in Section 4.1.3 in terms of per mile per access minute. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, always round up to the next whole mile before determining the mileage. Then multiply the mileage by the appropriate Local Transport Facility rate. The amount to be billed shall be the product of this calculation (i.e., the number of miles multiplied by the per mile rate) multiplied by the number of access minutes.

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**SWITCHED ACCESS SERVICE TARIFF**

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REGULATIONS

2.11 Transport and Termination of Local Exchange Traffic for Other Carriers

- A) Where another telecommunications carrier (certificated local exchange carrier or commercial mobile radio service provider) offers local exchange service within any of the same exchange area(s) as the Company, and there is no existing Traffic Exchange Agreement (Contract), the Company will provide transport and termination of local calls to such other carrier on a reciprocal basis. As a condition of receiving service under this Section 2.11, the other carrier must provide comparable transport and termination services to the Company at no charge.

Should the other local exchange carrier dispute this "bill and keep" traffic exchange arrangement and apply tariffed transport and termination charges for local traffic, the Company (Starpower) reserves the right to reciprocate and charge the identical rates for traffic it terminates on behalf of the other local exchange carrier. Any tariffed rates should not exceed the FCC's Remand Order minutes of use charges effective June 14th, 2001 of \$.0015 to December 14, 2001, \$.001 to June 14, 2003 and \$.0007 thereafter.

- B) Transport and termination of local calls pursuant to this Section 2.11 provides routing and completion of calls between a point of interconnection and the dialed end user on the Company=s network. The Company will provide the local Transport, switching and end user termination functions necessary to complete the transmission of these calls within the local calling area.
- 1) Unless otherwise agreed, the point of interconnection shall be the Incumbent Local Exchange Carrier tandem switch serving each exchange area(s) in which the Company is providing transport and termination services.
  - 2) Upon request, the other carrier may relocate the point of interconnection to the Company switching office by providing facilities to deliver its traffic to that point, and by accepting the Company=s local traffic for transport and termination at that same point.
  - 3) The two companies may also establish other point(s) of interconnection by mutual agreement.
- C) It is the other carrier=s responsibility to provide facilities for delivery of its local calls to the point of interconnection. The other carrier=s facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision. The other carrier shall provide a sufficient number of circuits to permit completion of calls without unreasonable blocking, and shall augment its facilities as necessary from time to time to maintain an adequate grade of service.

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**SWITCHED ACCESS SERVICE TARIFF**

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REGULATIONS

2.11 Transport and Termination of Local Exchange Traffic for Other Carriers (cont=d.)

- D) Facilities provided under this Section 2.11 may be used to access valid NXX codes and/or Local Routing Numbers (LRNs) assigned to the Company. Unless otherwise specified in this Section 2.11, technical specifications for trunk groups provided under this section are the same as those for switched access trunks.
- E) This Section 2.11 applies only to local calls as defined in the Company=s Tariff Cal. P.U.C. No. 2. This Section 2.11 does not apply to calls to local operator assistance (O- and O+), local Directory Assistance, N11 service codes, 950-XXXX and 101-XXXX access codes or to a TRS center. Termination of these and all other types of traffic must be obtained pursuant to other sections of this Tariff.
- F) This Section 2.11 is not applicable to any carrier that has entered into a separate agreement with the Company containing rates, terms, and conditions for transport and termination of local calls. In any case where the Company and another carrier are exchanging traffic pursuant to this Section 2.11, either the Company or the other carrier may at any time request that the other enter into a separate agreement concerning such rates, terms, and conditions.
- G) The services provided under this Tariff shall be maintained by the Company. The other carrier may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used. The provision of transport and termination by the Company as set forth in this Tariff does not constitute a joint undertaking with the other carrier for the furnishing of any service.

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Astound Broadband, LLC  
401 Kirkland Park Place, Suite 410  
Kirkland, WA 98033

Cal. P.U.C. No. 3  
Original Cal. P.U.C. Sheet No. 60-T

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**SWITCHED ACCESS SERVICE TARIFF**

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SERVICE AND RATE DESCRIPTIONS

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**SWITCHED ACCESS SERVICE TARIFF**

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services

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 (or a collocated interconnection location) and an end user's premises. It provides for the use of common terminating, switching and trunking facilities. Switched Access Service provides for the ability to originate calls from an end user's premises to a customer's premises (or a collocated interconnection location), and to terminate calls from a customer's premises (or a collocated interconnection location) to an end user's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the customer desires to originate or terminate calls.

Switched access service provides for the switching and routing of interexchange traffic to or from the called party's premises, either directly or via contractual or other arrangements with an affiliated or unaffiliated entity, regardless of the specific functions provided or facilities used. The charges for such services shall be assessed at the rates set forth herein. Services may be provided directly by Company or in conjunction with an affiliated, or unaffiliated, third-party.

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FGB Access, which is available to all customer, provides trunk side access to Company end office switches with an associated uniform 950-XXXX access code for the customer's use in originating and terminating communications.

FGD Access, which is available to all customers, provides trunk side access to Company end office switches with an associated uniform 10XXX or 101XXXX access code for the customer's use in originating and terminating communications. End users may also originate calls to a selected FGD Access Customer by dialing 1+NPA-NXX-XXXX when using the Company's presubscription service.

800 Data Base Access Service, which is available to all customers, provides trunk side access to Company end office switches in the originating direction only, for the customer's use in originating calls dialed by an end user to telephone number beginning with the prefix A800".

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.1.B Percent of VoIP Usage (PVU) Factor (cont'd.)

3. The Company will use the PVU-A and PVU-B factors to calculate an effective PVU factor that represents the percentage of total access MOU exchanged between the Company and the Customer that is originated or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends. The PVU factor will be calculated as the sum of: (A) the PVU-A factor and (B) the PVU-B factor times (1.0 minus the PVU-A factor).

4. The Company will apply the effective PVU factor to the total intrastate access MOU exchanged with the Customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

Example 1: The PVU-B is 10% and the PVU-A is 40%. The effective PVU factor is equal to  $40\% + (10\% \times 60\%) = 46\%$ . The Company will bill 46% of the Customer's intrastate access MOU at rates equivalent to those in the Company's applicable interstate switched access tariff.

Example 2: The PVU-B is 10% and the PVU-A is 0%. The effective PVU factor is  $0\% + (100\% \times 10\%) = 10\%$ . The Company will bill 10% of the Customer's intrastate access MOU at rates equivalent to those in the Company's applicable interstate switched access tariff.

Example 3: The PVU-A is 100%. No matter what the PVU-B factor is, the effective PVU is 100%. The Company will bill 100% of the Customer's intrastate access MOU at rates equivalent to those in the Company's applicable interstate switched access tariff.

5. If the Customer does not furnish the Company with a PVU-A pursuant to the preceding paragraph 1, the Company will utilize an effective PVU equal to the PVU-B.

3.1.C Initial PVU Factor

If the PVU factor is not available and/or cannot be implemented in the Company's billing systems by January 1, 2012, once the factor is available and can be implemented the Company may adjust the Customer's bills to reflect the PVU retroactively to January 1, 2012. In calculating the initial PVU the Company will set the initial PVU as set forth.

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.1.D PVU Factor Updates

The Customer may update the PVU-A factor or the Company may update the PVU-B quarterly using the method set forth in subsection (C)(1), above. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-A factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVU-A to calculate a revised PVU. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU.

3.1.E PVU Factor Verification

Not more than twice in any year, the Company may ask the Customer to verify the PVU-A factor furnished to the Company and Customer may ask the Company to verify the PVU-B factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-A and PVU-B factors.

The Customer shall retain the call detail, work papers, and information used to develop the PVU factors for a minimum of one year. The Customer shall make such records available to Company, upon request, as reasonably necessary for purposes of verification of the factors.

The Company reserves the right to conduct an audit, internally or with an external firm, at any time. The Customer, at its own expense, has the right to retain an independent auditing firm. In the event that an audit reveals that any Customer reported factors are 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 12 months (and at no time prior to December 29, 2011). Back-billed amounts are subject to a late payment penalty and payment shall be made in immediately available funds by the due date printed on the invoice. Should an audit reveal that the misreported factors resulted in an underpayment of usage charges to the Company of five percent or more of the total usage charges, the Customer shall reimburse the Company for the cost of the audit. Proof of the cost shall be bills, in reasonable detail, submitted to the Company by the auditor, and such other costs borne by the Company which are reasonably attributed to the completion of the audit. 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.

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.1.E PVU Factor Verification (cont'd.)

If a billing dispute arises or a regulatory commission questions any of the factors, the Customer will provide all underlying data supporting its PVU to Company. The Customer will supply the data within 30 days of the Company's request.

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.1 Access Service Order

An Access Service Order is used by the Company to provide a Customer Access Service. When placing an order for Access Service, the Customer shall provide, at a minimum, the following information:

A) For Feature Group B Switched Access Service:

o When direct routing to an end office is desired, the customer shall specify:

- the number of trunks,
- the end office and

the Local Transport and Local Switching options desired.

o When end office routing via an access tandem switch operated by another Exchange Telephone Company is desired, the customer shall specify:

- the number of trunks,
- the access tandem switch,
- the Local Transport and Local Switching options desired, and an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company=s access tandem.

In addition, the customer shall also specify for terminating only access, whether the trunks are to be arranged in trunks group arrangements or provided as single trunks.

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

B) For Feature Group D Switched Access Service, the customer shall specify the number of busy hour minutes of capacity (BBMC) from the customer=s premises to the end office by traffic type. This information is used to determine the number of transmission paths. The customer shall also specify the Local Transport and Local Switching options. When FGD is ordered by specifying the number of trunks and direct routing to an end office is desired, the customer shall specify:

- the end office and
- the Local Transport and Local Switching options desired.

When FGD is ordered by specifying the number of trunks and end office routing via an access operating by another Exchange Telephone Company is desired, the customer shall specify:

- the access tandem,
- the Local Transport and Local Switching options desired, and
- an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company=s access tandem.

In addition, for feature Group D with the SS7 signaling option, the customer shall specify the switching point codes and trunk circuit identification codes for trunks with the SS7 signaling option, and the STP point codes, signaling link codes and link type for each Common Channel Signaling Access (CCSA) connection ordered.

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

B) (cont'd.)

When a customer orders FGD in trunks, the customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

- C) For 800 Data Base Access Service, the customer shall order the service in accordance with the preceding provisions set forth for Feature Group D. If the customer desires any of the optional features available with 800 Data Base Service, the customer shall so specify on the order for service.

3.1.1.1 Access Order Service Date Intervals

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

- Standard Interval
- Negotiated Interval
- Advance Order Interval

A) Standard Interval

A schedule of Standard Intervals applicable for Switched Access Services and is as follows:

<u>Trunk Groups</u>	<u>Standard Interval</u>
1 to 4 Trunks	28 days
5 to 24 Trunks	30 days

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.1 Access Service Order (cont'd.)

3.1.1.1 Access Order Service Date Intervals (cont'd.)

B) Negotiated Interval

The Company will negotiate a service date interval with the customer when;

- 1) There is no Standard Interval for the service, or;
- 2) The quality of Access Services orders exceeds the quantities specified in the Standard Intervals, or;
- 3) The customer requests a service date beyond the applicable Standard Interval service date except as set forth in C) following.

The Company will offer a service date based on the type and quantity of Access Services Interval may not exceed by more than six months the Standard Interval, the Company offered service date. All services for which rates are applied on an individual case basis are provided with a Negotiated Interval.

Common Channel Signaling Access (CCSA) links will be provided on a Negotiated Interval. New or existing FGD trunks ordered with the SS7 signaling option will be provided on a Negotiated Interval.

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (contd.)

3.1.1 Access Service Order (cont=d.)

3.1.1.1 Access Order Service Date Intervals (cont=d.)

B) Negotiated Interval (cont=d.)

The addition and/or deletion of an 800 Access Service six digit customer identification NXX is provided with a Negotiated Interval. The addition of an 800 Access Service ten digit customer identification record to the 800 Access Service data base or the deletion of an 800 Access Service ten digit customer identification record from the 800 Access Service data base is provided with a Negotiated Interval.

Negotiated Interval      Maximum Interval

Initial establishment of  
service where customer is:

- Not yet provided with any  
Trunk Group service in the  
LATA      6 months
  
- Provided Trunk Group service  
In the LATA 90 days

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont=d.)

3.1.1 Access Service Order (cont=d.)

3.1.1.1 Access Order Service Date Intervals (cont=d.)

C) Advanced Order Interval

When placing an Access Order, a customer may request an Advance Order Interval for a service date of 12 to 24 months from the Application Date for the following services:

- A minimum of 24 voice grade equivalent Switched Access Service lines or trunks or 720 BHMCs

Orders for less than the minimum quantities will be accommodated under Standard or Negotiated Interval provisions.

Advance Order Interval Access Orders are subject to all ordering conditions of Standard and Negotiated Interval Access Orders except for the following:

1) Advance Payment

A nonrefundable Advance Payment will be calculated as follows:

The minimum monthly charge for the minimum period plus the applicable nonrecurring charges for the services ordered.

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont=d.)

3.1.1 Access Service Order (cont=d.)

3.1.1.1 Access Order Service Date Intervals (cont=d.)

C) Advanced Order Interval (cont=d.)

1) Advance Payment (cont=d.)

This Advance Payment is due 10 working days from the date the Company confirms acceptance of the order, or on the Application Date, whichever date is the later date. If the Advance Payment is not received by such payment date, the order will be canceled.

When the Access Services are connected on the service date, the Advance Payment will be applied, as a credit, to the customer=s billed service charges. When there has been a decrease in the number of services originally ordered, as set forth in 2) following, only the portion of the Advance Payment for services actually installed will be credited.

2) Cancellation or Partial Cancellation of an Advance Order Interval Access Order

When the customer cancels an Access Order, the order will be withdrawn. The Advance Payment will not be credited or refunded.



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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont=d.)

3.1.1 Access Service Order (cont=d.)

3.1.1.1 Access Order Service Date Intervals (cont=d.)

C) Advanced Order Interval (cont=d.)

2) Cancellation or Partial Cancellation of an Advance Order Interval  
Access Order (cont=d.)

Any decrease in the number of ordered Access Services will be treated as a partial cancellation, and the portion of the Advance Payment for the services canceled will not be credited or refunded.

3.1.1.2 Access Order Modifications

The customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the customer=s use or prior to the service date, whichever is later.

Any increase in the number of Switched Access Service lines, trunks or busy hour minutes of capacity or CCSA signaling connections will be treated as a new Access Order (for the increased amount only).

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont=d.)

3.1.1 Access Service Order (cont=d.)

3.1.1.2 Access Order Modifications (cont=d.)

A) Service Date Change Charge

Access Order service dates for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. When, for any reason, the customer indicates that the service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delay the start of service, a Service Date Change Charge will apply. If the customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company and reissued with the appropriate cancellation charges applied.

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service day changed. The applicable charge is found in Section 4.1.1.

B) Partial Cancellation Charge

Any decrease in the number of ordered Switched Access Service lines, trunks or busy hour minutes of capacity ordered with a Standard or Negotiated Interval Access Order will be treated as a partial cancellation and the charges as set forth in Section 3.1.1.3 following will apply. Partial cancellation charges do not apply to Advance Order Interval Access Orders.

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont=d.)

3.1.1 Access Service Order (cont=d.)

3.1.1.2 Access Order Modifications (cont=d.)

- C) The customer may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. Design changes do not include a change of customer premises, end user premises, end office switch, Feature Group type except for changes to feature Group D. Changes of this nature will require the issuance of a new order and the cancellation of the original order 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 charge is found in Section 4.1.1.

If a change of service date is required, the Service Date Change will also apply.

D) Expedited Order Charge

When placing an Access Order for service(s) for which Standard Intervals exist, a customer may request a service date that is prior to the Standard Interval service date. A customer may also request an earlier service date on a pending Standard, Negotiated or Advanced Order Interval Access Order. If the company agrees to provide service on an expedited basis, an Expedited Order Charge will apply.

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont=d.)

3.1.1 Access Service Order (cont=d.)

3.1.1.2 Access Order Modifications (cont=d.)

D) Expedited Order Charge (cont=d.)

If the Company receives a request for an expedited service date at the time a Standard Interval Access Order is placed the Expedited Order Charge is calculated by summing all the nonrecurring charges associated with the order and then dividing this total by the number of days in the Standard Interval. The charge is then applied on a per day of improvement basis, per order, but in no event shall the charge exceed fifty percent of the total nonrecurring charges associated with the Access Order,

3.1.1.3 Cancellation of an Access Order

A) A customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that services available for the customer=s use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a customer or a customer=s end user is unable to accept Access Service within 30 calendar days after the original service date, the customer has the choice of the following options:

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont=d.)

3.1.1 Access Service Order (cont=d.)

3.1.1.3 Cancellation of an Access Order (cont=d.)

A) (cont=d.)

- The Access Order shall be canceled and charges set forth in B) following will apply, or
- Billing for the service will commence.

If no cancellation request is received within the specified 30 calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31st day beyond the original service date of the Access Order.

B) When a customer cancels a Standard or Negotiated Interval Access Order for the installation of service, a Cancellation Charge will apply as follows:

- 1) When the customer cancels an Access Order, a charge equal to the estimated provisioning costs incurred at a particular date for the service ordered by the Company shall apply.
- 2) If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days, due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the customer may cancel the Access Order without incurring cancellation charges.

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont=d.)

3.1.1 Access Service Order (cont=d.)

3.1.1.4 Minimum Period

- A) The minimum period for which Access Service is provided and for which charges are applicable, is one month.
- B) The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service.

The changes listed below are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established.

- 1) A move to different building.
- 2) A change in type of service.
- 3) A change in Switched Access Service Interface Group.
- 4) A change in Switched Access Service traffic type.
- 5) A change in STP Access link.
- 6) A change in STP Port.
- 7) A change in Company-provided Switched Access Service to a Collocated Interconnection arrangement or vice versa.
- 8) A change to an existing Feature Group D Service to include the provision of 64 kbps Clear Channel Capability.

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont=d.)

3.1.1 Access Service Order (cont=d.)

3.1.1.5 Minimum Period Charges

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly billing services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.

For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.

All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

3.1.1.6 Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). Types of nonrecurring charges that apply for Switched Access Service are: installation of service and service rearrangements.

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont=d.)

3.1.1 Access Service Order (cont=d.)

3.1.1.6 Nonrecurring Charges (cont=d.)

1) Installation of Service

Nonrecurring charges apply to each Switched Access Service installed. For Switched Services ordered on a per trunk basis, the charge is applied per trunk or out of band signaling connection. For Switched Services ordered on a busy hour minutes of capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of additional trunk(s). In addition, nonrecurring charges apply when an out of band signaling connection is installed for use with FGD.

2) Service Rearrangements

All changes to existing service other than changes involving administrative activities only will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in 1) preceding will apply for this work activity. Moves that change the physical location of the point of termination are described below.



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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont=d.)

3.1.1 Access Service Order (cont=d.)

3.1.1.6 Nonrecurring Charges (cont=d.)

2) Service Rearrangements (cont=d.)

a) Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no charge in the minimum period requirements.

b) Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

3.1.1.7 Network Blocking Charge

The customer will be notified by the Company to increase its capability) busy hour minutes of capacity or quantities of trunks) when excessive trunk group blocking occurs on groups carrying Feature Group D traffic and the measured access minutes for that hour exceed the capacity purchased.

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont=d.)

3.1.1 Access Service Order (cont=d.)

3.1.1.7 Network Blocking Charge (cont=d.)

If the order for additional capacity has not been received by the Company within 15 days of the notification, the Company will bill the customer, at the rate set forth in 4.1.3 E) following, for each overflow in excess of ordered capacity.

3.1.2 Rate Categories

There are three categories which apply to Switched Access Service:

- Carrier Common Line
- Local Transport
- End Office

The Rate Categories are also distinguished by rate zones dependant upon the zone that the call originates and/or terminates in. The rate zone boundaries will match that of the dominant Exchange Telephone Company. For purposes of this tariff, Rate Zone 1 is comprised of the AT&T California operating territory.

A) Carrier Common Line

The Carrier Common Line rate category provides for the use of Company common lines by customers for access to end users to furnish customer intrastate communications. Carrier Common Line is provided where the customer obtains Company provided Switched Access Service.

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont=d.)

3.1.2 Rate Categories (cont=d.)

A) Carrier Common Line (cont=d.)

1) Limitations

- a) A telephone number is not provided for Carrier Common Line.
- b) Detail billing is not provided for Carrier Common Line.
- c) Directory listing are not included in the rates and charges for Carrier Common Line.
- d) Intercept arrangements are not included in the rates and charges for Carrier Common Line.
- e) All trunk side connections provided in the same combined access group will be limited to the same features and operating characteristics.

2) Undertaking of the Telephone Company

Where the customer is provided with Switched Access Service under this tariff, the Company will provide the use of Company common lines by a customer for access to end users at rates and charges as set forth in Section 4.1.2 following.

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont=d.)

3.1.2 Rate Categories (cont=d.)

A) Carrier Common Line (cont=d.)

3) Obligations of the Customer

- a) The customer facilities at the premises of the ordering customer shall provide the necessary on-hook and off-hook supervision.
- b) All Switched Access Service provided to the customer will be subject to Carrier Common Line charges, excluding the Common Channel Signaling Access exemption.

4) Out of Band Signaling Access Exemption

The Common Channel Signaling Access Signaling Transfer Point (STP) Port Terminations, as set forth in Section 4 following, is not subject to a Carrier Common Line charge.

5) Rate Regulations

- a) The Carrier Common Line charges will be billed per access minute to each Switched Access Service customer.
- b) When the customer reports interstate and intrastate use Switched Access Service, the Carrier Common Line charges will be billed only to intrastate interLATA and/or intraLATA Switched Access Service access minutes based on the date reported by the customer set forth in Section 2.3.3 preceding.

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont=d.)

3.1.2 Rate Categories (cont=d.)

B) Local Transport

The Local Transport rate category provides for transmission facilities between the customer=s premises or collocated interconnection location and the Company=s end office switch(es) where the customer=s traffic is switched to originate or terminate its communications.

Except as stated in the following paragraph, Local Transport service is provided in conjunction with Transport service are computed in accordance with Section 2.6.5 preceding (Ordering, Rating, and Billing of Access Services Where More than One Exchange Telephone Company Is Involved). For purposes of determining Local Transport mileage, distance will be measured from the wire center that normally serves the customer's premises to the end office switch(es).

The Company will provide Direct Trunked Transport between a customer=s premises and the Company=s end office switch(es) upon request. At the customer=s option, Entrance Facility, Direct Trunked Transport and STP Link Transport, may be provided by the Company, by the customer, or by another carrier. If Direct Trunked Transport facilities are terminated at a Company end office switch location by a customer, or by another carrier on behalf of a customer, Entrance Facility Termination charges as described in 4.1.3 A) will apply, but no other Local Transport elements will be charges.

Where Common Channel Signaling Access is ordered by a customer that uses Direct Trunked Transport facilities, the STP Port charge as described in 4.1.3 F) will also apply.

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont=d.)

3.1.2 Rate Categories (cont=d.)

B) Local Transport (cont=d.)

The following paragraph describes the Local Transport rate elements.

Local Transport - Entrance Facility;  
Common Switched Transport;  
Direct Trunked Transport;  
Interconnection charge

1) Local Transport-Entrance Facility

A Local Transport-Entrance Facility provides the communication path between a customer=s premises and the Company serving wire center of that premises for the sole use of the customer. The Local Transport-Entrance Facility is provided as High Capacity DS1 and DS3 service. A Local Transport-Entrance Facility is required whether the customer=s premises and the serving wire center are located in the same or different buildings.

2) Local Transport-Common Switched Transport

- a) The Local Transport Termination rate provides for that portion of the voice frequency transmission path at the end office and at the customer=s premises.
- b) The Local Transport Facility rate provides for the portion of the voice frequency transmission path between the end office and at the customer=s premises.

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont=d.)

3.1.2 Rate Categories (cont=d.)

B) Local Transport (cont=d.)

3) Local Transport-Direct Trunked Transport

The Local Transport-Direct Trunked Transport provides the transmission path from the serving wire center of the customer=s premises to an end office or as an option from the serving wire center to a tandem. This transmission path is dedicated to the use of a single customer.

The Local Transport-Direct Trunked Transport rate category is comprised of a monthly fixed rate and a monthly per mile rate based on the facility provided. The fixed rate provides the circuit equipment at the ends of the transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The Local Transport-Direct Trunked Transport rate is the sum of the fixed rate and per mile rate. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the serving wire center of the customer=s premises and the end office or directly to the access tandem using the V&H coordinates method.

4) Local Transport-Interconnection Charge

The Local Transport-Interconnection Charge provides for interconnection with the Company=s Switched Access network. This rate element will be applied to all Switched Access minutes of use (except Local Exchange Access Service) that originates or terminates at a Company end office.

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont=d.)

3.1.2 Rate Categories (cont=d.)

B) Local Transport (cont=d.)

5) Competitive Pricing Arrangements

Competitive pricing arrangements for Local Transport-Entrance Facilities and Local Transport-Direct Trunked Transport can be furnished to meet the communication needs of specific customers on a case by case basis under individual contracts. Contract rates will be priced above cost for the service, and such costs will be filed with the Public Service Commission under proprietary agreement. The competitive pricing arrangement contracts, once executed, will be filed with the Public Utilities Commission under proprietary agreement.

6) Local-Transport Facilities

High Capacity DS1 and DS3 facilities are available for Local Transport-Entrance Facilities and for Local Transport-Direct Trunked Transport facilities A DS1 facility is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice-frequency transmission paths. A DS3 facility is capable of transmitting electrical signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice-frequently transmission paths.



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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont=d.)

3.1.2 Rate Categories (cont=d.)

B) Local Transport (cont=d.)

7) Common Channel Signaling Access

Common Channel Signaling Access (CCSA) is comprised of a STP Port Termination rate and a STP Link Transport rate. The STP Port Termination rate provides for the point of termination of the signal switching capability of the STP.

The STP Link Transport rate provides for the transmission facilities between the serving wire center of the customer designated premises and the Company STP. STP Link Transport may be provided by an Interconnector that has a collocated interconnection node in a wire center or other location where one of the Company's STP's is located.

8) Interface Groups

The Interface Group is provided for terminating the Local Transport at the customer's premises. The Interface Group provides a specified premises Interface. Where transmission facilities permit, the individual transmission path between the customer's premises and the first point of switching may at the option of the customer be provided with optional features. Interface Group 1 provides DS1 level digital transmission at the point of termination at the customer's premises. The interface is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequently transmission paths.

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont=d.)

3.1.2 Rate Categories (cont=d.)

C) End Office

The End Office rate category provides the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the Company=s end office. The End Office rate category consists of the Local Switching rate elements.

The Local Switching rate elements provides for the use of end office switching equipment. The two rate elements associated with Local Switching are a Call Set-Up rate, applied on a per call basis, and a per MOU rate. The Local Switching rates are set forth in Section 4.1.4.

The Call Set-Up rate provides for the call establishment functions performed for every access call, such as identification of the call as interLATA or intraLATA, seizure of a trunk to the customer, connection to the customer, and the activation of billing system.

The Information Surcharge is a charge to recover costs that are incurred in the provision of interstate Directory Assistance Service. The Information Surcharge is assessed to the customer based on the total number of access minutes. The rates are set forth in Section 4.1.4 A) 6) following.

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont=d.)

3.1.3 Other Rate Categories

A) 800 Data Base Access Service

800 Data Base Access Service is a service offering utilizing originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed 800 calls to a Company Service Switching Point which will initiate a query to the data base to perform the customer identification and delivery function. The call is forwarded to the appropriate customer based on the dialed 800 number. In addition, the customer has the option of selecting the 800 Optional features Package.

1) Customer Identification Charge

The 800 Data Base Access Service Customer Identification Charge applies for the identification and delivery of the appropriate customer. The charge is assessed to the customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of California. The 800 Carrier Identification Charge is set forth 4.1.5 A).

2) POTS Translation Charge

The POTS Translation provides the option of having the ten digit POTS number NPA+NXX-XXXX delivered instead of the 800 dialed number 800+NXX-XXXX delivered to the service provider.

A POTS Translation Charge is assessed per call, in addition to the 800 Carrier Identifications Charge as set forth in 4.1.5 B).

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont=d.)

3.1.3 Other Rate Categories (cont=d.)

A) 800 Data Base Access Service (cont=d.)

3) Call Handling & Destination Feature Charge

The 800 Optional Features Package, available only with 800 Data Base Access Service, provides features functionality in addition to the basic query. The feature package may include various time of day routing, day of week routing, specific date routing, day of week routing, specific date routing, geographic routing, routing based on routing profiles.

A Call Handling and Destination Feature Charge is assessed on a per-query basis, in addition to the Carrier Identification Charge and the POTS Translation Charge as set forth in 4.1.5 C).

B) Local Interconnection Service

1) Definitions

ALocal exchange call@ means a telephonic communication that originates and terminates within a single Aexchange area@ or Alocal calling area@ as defined in the approved tariffs of the originating company.

ALntraLATA Toll call@ means a telephonic communication that originates and terminates within the same LATA and is outside the jurisdiction of a local exchange call.

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont=d.)

3.1.3 Other Rate Categories (cont=d.)

B) Local Interconnection Service (cont=d.)

2) Description

Local Interconnection Service is an offering providing access to the Company=s end office switches in the terminating direction only, for use by authorized providers of local exchange telephone service for the completion of local exchange and toll calls that originate and terminate in the State of California. Local Interconnection Service must be provided to a Point of Interface (POI) which will be established jointly by the Company and the customer at a location within the State of California and in the same LATA as the Company end office at which the local exchange call will terminate.

3) Regulations

a) The Company may request an annual audit of the authorized local exchange provider billing for Local Interconnection Services (calls originating from the Company=s end-user to the authorized local exchange provider=s end-user). The audit requirement is needed to ensure accurate billing between local exchange calls and non-local exchange calls.

b) Where jurisdiction can be determined, the Company will bill the customer usage charges based on call detail. To the extent that the Company is unable to determine jurisdiction, the customer shall provide the percent of intraLATA usage that is Toll. Such a percentage will be provided for each POI.

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont=d.)

3.1.3 Other Rate Categories (cont=d.)

B) Local Interconnection Service (cont=d.)

3) Regulations (cont=d.)

c) The customer shall be responsible for all costs associated with terminating traffic to the Company=s POI.

d) Local Interconnection Service is only available to those authorized local exchange carriers that offer reciprocal arrangements to the Company under comparable rates, terms and conditions.

e) Individual Case Basis (ICB) arrangements may be negotiated for Local Interconnection Service. Such arrangements are subject to the California Public Utilities Commission approval and provide reciprocal arrangements for the Company=s termination of intraLATA traffic under comparable rates, terms and conditions.

4) Rating of Local Interconnection Service

For billing purposes, Local Interconnection Service calls originating from an authorized local exchange provider and terminating on the Company=s network (for Completion to a Company end user) will be rated at the Company=s end office.

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont=d.)

3.1.3 Other Rate Categories (cont=d.)

B) Local Interconnection Service (cont=d.)

5) Rate Regulations

Local Interconnection Service will consist of the following rate categories.

a) Terminating Usage

1. Local Exchange

Terminating Usage Local Exchange rate will be applied on a per minute-of-use basis for the completion of local calls from an authorized local exchange provider end-user to a Company end-user.

2. IntraLATA Toll

The Terminating Usage IntraLATA Toll rate will be applied on a per minute-of-used basis for the completion of intraLATA toll calls from an authorized local exchange provider end-user to a Company end-user. Compensation rates will consist of the Common Switched Transport Interconnection Charges and End Office access rates listed in Section 4.1.3 and 4.1.4.

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont=d.)

3.1.3 Other Rate Categories (cont=d.)

B) Local Interconnection Service (cont=d.)

5) Rate Regulations (cont=d.)

b) Port Termination

A non-recurring Port Termination charge will apply per trunk established. No recurring charges will apply.

c) Service Orders

The Service Order charges as specified in Section 4.1.1 of this tariff will apply on a per order basis.



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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.2 Miscellaneous Services

3.2.1 Presubscription

A) InterLATA

- 1) InterLATA Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IC) to access, without an access code, for interLATA, access without an access code, for interLATA, interstate calls and for intrastate calls subject to the Company=s state access tariffs. This IC is referred to as the end user=s Primary Interexchange Carrier (PIC). The end user may select as its PIC the Company, or any other IC that orders originating Features Group D Switched Access Service at the end office that serves the end user. After the end user=s initial selection of a predesignated IC, for any additional change in selection, a non-recurring charge, as set forth in Section 4.2.1, applies.
- 2) At the request of a new or existing end user served by a Feature Group D end office, the Company will provide a list of ICs the end user may select as its PIC. At no additional charge for the initial selection, the customer may choose either of the following options.
  - Designate an IC as PIC and dial 10XXX or 101XXXX to reach other ICs.
  - Designate that they do not want to be presubscribed to any IC and choose to dial 10XXX or 101XXXX for all calls to all ICs.

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.2 Miscellaneous Services (cont=d.)

3.2.1 Presubscription (cont=d.)

A) InterLATA (cont=d.)

2) (cont=d.)

New end users subscribing to the Company=s Exchange Access Service which do not specify a PIC will default to the Company as their initial PIC selection. Subsequent to the installation of Exchange Access Service, and after the end user=s initial selection of a PIC, for any additional change in selection, a non recurring charge set forth in Section 4.2.1 applies. This charge may be either billed to the end user which is the subscriber to the Exchange Access Service, or upon request by the designated IC, billed to the IC on behalf of the end user.

3) Unauthorized PIC Change

If an IC requests a Primary Interexchange Carrier (PIC) change on behalf of a billed party (e.g., an end user), and the billed party subsequently denies requesting the change, and the IC is unable to substantiate the change with a letter of authorization signed by the billed party; then:

- The billed party will be reassigned to their previously selected IC. No charge will apply to the billed party for this reassignment.
- The Unauthorized Presubscription Change Charge as set forth in Section 4.2.1 A) will apply to the IC that requested the applied in addition to the PIC change charge set forth in Section 4.2.1. B) following.

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.2 Miscellaneous Services (cont=d.)

3.2.1 Presubscription (cont=d.)

B) IntraLATA

1) IntraLATA Presubscription (LP) is an arrangement whereby an Exchange Service customer of the Company may select and designate either the Company or another qualified carrier as the presubscribed carrier for Anormally dialed@ qualifying calls made from that customer's Exchange Access Line. Calls qualifying for IntraLATA presubscription are intrastate IntraLATA calls that are designated as IntraLATA Region to Region calls or intraLATA toll calls.

- Only one ILP (PIC) may be selected for a Single Exchange Access Line, but that carrier need not be the same as the presubscribed interLATA carrier for that line.
- The following categories of calls made from a customer=s line will be carried over the Company=s network, notwithstanding the ILP PIC selection for that line.
- All Directory Assistance calls dialed without a carrier access code made using Directory Assistance; calls to 911, calls to Information Service Providers (e.g., 976, 700, 540) etc.

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.2 Miscellaneous Services (cont=d.)

3.2.1 Presubscription (cont=d.)

B) IntraLATA (cont=d.)

2) The following regulation are applicable to Exchange Service customer where ILP is applicable:

- New Line customers will be given an opportunity to select an ILP PIC at the time they place an order for Exchange Access Service. If the new line customer fails to select an ILP carrier, the customer will be informed that the customer must dial a carrier access code (10XXX/101XXXX) to complete qualifying calls until the Company or another qualified ILP Carrier.
- Customers who have designated Company or another qualified carrier as their ILP PIC, may select a different carrier to carry particular qualifying calls, either by dialing 10XXX/101XXXX or other necessary carrier access codes to reach the carrier of choice.
- A customer entitled to select the ILP PIC may choose at any time, by oral or written notice to the Company to unfreeze the ILP PIC. A frozen ILP PIC cannot be changed unless the customer removes the freeze. A freeze on the ILP PIC may be removed at any time by oral or written request from the customer.

3) The Company will follow the interim ILP procedures described below during the ILP transition period following availability in the exchange.

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Advice Letter No. 107-A

Issued by:  
James A. Penney  
Executive Vice President

Date Filed: 10-9-2012  
Effective: 7-3-2012  
Resolution No.

Decision No.

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.2 Miscellaneous Services (cont=d.)

3.2.1 Presubscription (cont=d.)

B) IntraLATA (cont=d.)

3) (cont=d.)

- Customers will be provided a list of participating ILP carriers upon request. Customers desiring additional information on participating ILP carriers, will be provided with the carriers telephone number (if provided by the carrier).
- 4) Company will investigate claims from customers that a carrier submitted an ILP PIC change request without appropriate authorization from the customer. The Company claims made to the Company that the Company has made itself the ILP PIC for a line without proper authority.
- 5) A customer will be billed a nonrecurring charge for ILP PIC changed, except as set forth below:
  - There will be no charge for an initial ILP PIC change made in each exchange for ninety (90) days following the availability of ILP in the exchange.
  - Subsequent to the ninety (90) days Transition Period, there will be no charge for an initial ILP PIC change made by new service customers during the first thirty (30) days following the availability of ILP in the exchange.

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.2 Miscellaneous Services (cont=d.)

3.2.1 Presubscription (cont=d.)

B) IntraLATA (cont=d.)

5) (cont=d.)

- The nonrecurring charge for an ILP PIC change is set forth in Section 4.2.1 following.
- In instances where the end-user changes both the intraLATA and interLATA PIC to the same IC on the same order, the full intraLATA PIC change charge and one-half of the ILP change charge will apply.

3.2.2 Number Portability

A) General

Number Portability is a service arrangement provided by the Company to subscribers of the Company's Local Exchange Access Service, as set forth in 3.1.3 B) preceding. Number Portability allows an End User who switches from the Company's local exchange service to that of another certified local exchange carrier to retain the use of their existing Company assigned telephone number, provided the customer remains at the same location.

Number Portability utilizes telephone number and electronic switching facilities to automatically forward all incoming calls to the Company assigned telephone number to the terminating telephone number assigned by another certified local exchange carrier.

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.2 Miscellaneous Services (cont=d.)

3.2.2 Number Portability (cont=d.)

A) General (cont=d.)

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

B) Regulations

- 1) Number Portability is offered where facilities permit.
- 2) The customer is solely responsible for obtaining authorization from the end user for the handling of the disconnection of the end user=s service with the Company, the provision of service by the customer, and the provision of Number Portability. The Company, at its discretion, may require the customer to provide written evidence of its authority to act on behalf of the end-user.
- 3) The customer is required to provide sufficient terminating facilities and service at the terminating end of a forwarded call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interface with or impair any facility, equipment or service of the Company or any of its end users.

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.2 Miscellaneous Services (cont=d.)

3.2.2 Number Portability (cont=d.)

B) Regulations (cont=d.)

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

C) Rate Regulations

Recurring and Nonrecurring charges for Number Portability service are set forth in 4.2.2 following.



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SWITCHED ACCESS SERVICE TARIFF

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3.3 Billing and Collection Services

3.3.1 Billing Name and Address Service

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

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

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

BNA Service is provided on a manual basis only. Information will be provided by voice telecommunications, fax or mail, as appropriate.

BNA information is furnished for 10XXX or 101XXXX dialing, collect, bill to third party, 700 and 900 messages and messages charged to a calling card that is resident in the Company=s data base.

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.3.1 Billing Name and Address Service (cont=d.)

Undertaking of The Company

- A) A request for information on telephone numbers should be mailed or faxed to the Company. The Company will respond within ten (10) business days of receipt of a customer's request for end user BNA information, unless other arrangements are mutually agreed to between the Company and the Customer.
- B) The Company will provide the most current BNA information resident in its data base. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.
- C) The Company shall use reasonable efforts to provide accurate and complete BNA information. The company makes no warranties, expressed or implied, as to the accuracy or completeness of this BNA information.
- D) If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the Company will provide an indicator on the confidential records.

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.3 Billing and Collection Services

3.3.1 Billing Name and Address Service (cont=d.)

Obligations of the Customer

- A) With each order for BNA Service, the customer shall identify the authorized individual and address to receive the BNA information.
- B) The Customer must handle all billing name and address information designated as confidential by the Company in accordance with the Company's procedures concerning confidential information. The Company will provide to the Customer a statement of its procedures concerning confidential information upon request.
- C) The customer shall institute adequate internal procedures to insure that BNA information, including that related to "confidential" non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those customer personnel or agents with a need to know the information.
- D) The customer shall not publicize or represent to others that the Company jointly participates with the customer in the development of the customer's end user records, accounts, data bases or market data, records, files and data bases or other systems it assembles through the use of BNA Service.
- E) When the customer orders BNA Service for both interstate and intrastate messages, the Jurisdictional Reporting Requirements listed in Section 2.3.3 will be applicable.

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SWITCHED ACCESS SERVICE TARIFF

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SERVICE AND RATE DESCRIPTIONS

3.3 Billing and Collection Services

3.3.1 Billing Name and Address Service (cont=d.)

Rate Regulations

- A) This section contains the specific regulations governing the rates and charges that apply for BNA Service. Specific rates and charges are set forth in Section 4.
- B) Service Establishment Charges apply for the initial establishment of BNA Service on a manual basis.
- C) A charge applies for each request for BNA information for a telephone number on a manual basis. The Company will keep a count of the requests processed, and will bill the Customer in accordance with these counts whether or not the Company was able to provide BNA information for all requests.
- D) When a Customer cancels an order for BNA Service after the order date, the Service Establishment Charge applies.

Astound Broadband, LLC  
401 Kirkland Park Place, Suite 410  
Kirkland, WA 98033

Cal. P.U.C. No. 3  
Original Cal. P.U.C. Sheet No. 99 -T

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SWITCHED ACCESS SERVICE TARIFF

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RATES

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Advice Letter No. 107-A

Issued by:  
James A. Penney  
Executive Vice President

Date Filed: 10-9-2012  
Effective: 7-3-2012  
Resolution No.

Decision No.

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SWITCHED ACCESS SERVICE TARIFF

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RATES

4.1 Access Service

		<u>Nonrecurring Charges</u>
4.1.1	<u>Service Orders</u>	
A)	Service Implementation	
	1) Installation Charge - Per trunk	\$35.00
	2) Access Order Charge - Per Access Request	\$105.00
	3) Engineering Charge - Per 1-24 Trunks	\$80.00
B)	Service Date Change - Peer Access Order	\$25.00
C)	Design Change - Per Access Order	\$ 25.00

4.1.2 Carrier Common Line

		<u>Per Access Minute</u>	
		<u>Rate Zone 1</u>	<u>Rate Zone 2</u>
A)	Originating	\$0.00	\$0.00
B)	Terminating	\$0.00	\$0.00

SWITCHED ACCESS SERVICE TARIFF

RATES

4.1 Access Service (cont'd.)

T

4.1.3 Switched access service

A) Entrance Facility

		<u>Nonrecurring</u>		<u>Monthly</u>
		<u>Charges</u>		<u>Recurring</u>
		<u>First</u>	<u>Add'l</u>	
1)	DS1			
	- Per Point of Termination			
	Zone 1			\$117.28
	Zone 2			\$127.68
	Zone 3			\$137.14
	-Installation Charge			
	Zone 1	\$599.16	\$283.74	
	Zone 2	\$599.16	\$283.74	
	Zone 3	\$599.16	\$283.74	
2)	<u>DS3</u>			
	- Per Point of Termination			
	Zone 1			*
	Zone 2			*
	-Installation Charge			
	Zone 1	*	*	
	Zone 2	*	*	

\* DS3 Entrance Facility and Direct Trunked Transport rates will be developed on an Individual Case Basis.





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SWITCHED ACCESS SERVICE TARIFF

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RATES

4.1 Access Service (cont'd.)

4.1.3 Switched access service (cont'd.)

T

E) (Reserved for Future Use)

F) Common Channel Signaling Access

		<u>Monthly</u>	<u>Nonrecurring</u>
1)	STP Port Termination Per Port	\$1,253.17	None
2)	ST7 Link Transport Per Mile	\$0.00	None
3)	ST7 Link Termination	\$184.43	\$558.02

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SWITCHED ACCESS SERVICE TARIFF

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RATES

4.1 Access Service (cont'd.)

4.1.3 Switched access service (cont'd.)

G) Nonchargeable Option Features

1) Supervisory Signaling

DX Supervisory Signaling arrangement  
- Per Transmission Path

SF Supervisory Signaling arrangement  
- Per Transmission Path

E&M Type I Supervisory Signaling arrangement  
- Per Transmission Path

E&M Type II Supervisory Signaling arrangement  
- Per Transmission Path

E&M Type III Supervisory Signaling arrangement  
(available with FGD)  
- Per Transmission Path

2) Customer specification of the receive transmission level at the first point of switching within a range acceptable to the Company  
(available with FGB)  
- Per Transmission Path

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SWITCHED ACCESS SERVICE TARIFF

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RATES

4.1 Access Service (cont'd.)

4.1.3 Switched access service (cont'd.)

T

G) Nonchargeable Option Features (cont'd.)

- 3) Customer specification of Local Transport Termination  
Four-wire termination in lieu of two-wire termination  
(available with FGB)  
- Per Transmission Path
- 4) Signaling System 7  
- Per signaling connection arranged
- 5) 64 kpbs Clear Channel Capability  
- Per Transmission Path

4.1.4 End Office

A) Local Switching

Per rates set forth in Section 4.1.3(C) and (D), above.

D

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SWITCHED ACCESS SERVICE TARIFF

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RATES

4.1 Access Service (cont=d.)

4.1.4 End Office (cont=d.)

A) Local Switching (cont=d.)

2) Common Switching Chargeable Optional Features

Automatic Number Identification (available with FGB and FGD)  
- Per Transmission Path Group

Up to seven Digit Outpulsing of Access Digits to Customer  
(available with FGB)  
- Per Transmission Path Group

Service Class Routing (available with FGD)  
- Per Transmission Path Group

Alternate Traffic Routing (available with FGD)  
- Per Transmission Path Group

International Carrier Option (available with FGD)  
- Per End Office and Access Tandem

SS7 Signaling Option (available with FGD)  
- Calling Party Number

- Carrier Selection Parameter  
(available with FGD)

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SWITCHED ACCESS SERVICE TARIFF

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RATES

4.1 Access Service (cont=d.)

4.1.4 End Office (cont=d.)

A) Local Switching (cont=d.)

3) Common Switching Chargeable Optional Features

	Automatic Number Identification/ SS7 Charge Number	<u>Rate</u>
\$0.00000	- Per Attempt	

4) Trunk Side Transport Termination Non-Chargeable Options

Standard Trunk for Originating, Terminating or Two-Way Operation (available with FGB and FGD)

Rotary Dial Station Signaling Trunk  
(available with FGB)

Operator Trunk, Full Feature Arrangement  
(available with FGD)

Operator Trunk, Assist Feature  
(available with FGD)

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SWITCHED ACCESS SERVICE TARIFF

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RATES

4.1 Access Service (cont=d.)

4.1.4 End Office (cont=d.)

A) Local Switching (cont=d.)

5) SS7 Signaling Option

Calling Party Number  
(available with FGD)

Charge Number  
(available with FGD)

Carrier Selection Parameter  
(available with FGD)

Access Transport Parameter  
(available with FGD)

6) Equal Access Recovery Charge (EARC)

An Equal Access Recovery Charge (EARC) shall be assessed on all intrastate originating switched access and toll minutes of use provided by the Utility, including minutes of use covered by contracts.

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SWITCHED ACCESS SERVICE TARIFF

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RATES

4.1 Access Service (cont=d.)

4.1.5 800 Data Base Access Service

	<u>Rate</u>	
A) Customer Identification Charge - Per Query	\$0.006	I
B) POTS Translation Charge - Per Query	\$0.00000	
C) Call Handling & Destination Feature Group Charge - Per Query	\$0.000355	

4.1.6 Local Interconnection Service

	<u>Rate</u>	
A) Terminating Usage - per local exchange minute of use	\$0.00	
- per toll minute of use	*	
	<u>Nonrecurring Rate</u>	
B) Port Termination - per trunk		
- First Trunk	\$621.00	
- Each Additional Trunk	\$ 20.00	

- Reference Sections 4.1.3 and 4.1.4 for applicable rates.

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SWITCHED ACCESS SERVICE TARIFF

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RATES

4.2 Miscellaneous Services

Non-Recurring  
Charge

4.2.1 Presubscription

- A) Authorized PIC Change  
Changing PIC to which  
an End User is presubscribed:

InterLATA

- Per Telephone Exchange Service  
Line or Trunk \$ 5.00

IntraLATA

- Per Telephone Exchange Service  
Line or Trunk \$ 5.00

- B) Unauthorized PIC Change

- Per Telephone Exchange Service  
Line or Trunk \$30.00

4.2.2 Number Portability

Non-Recurring  
Charge

Recurring  
Charge

Per Number

Zone 1 \$0.00 \$0.00

Zone 2 \$0.00 \$0.00