

PRICE LIST AND SERVICE DESCRIPTION APPLICABLE TO  
SWITCHED ACCESS SERVICES  
PROVIDED BY  
ASTOUND BROADBAND, LLC  
WITHIN THE STATE OF OREGON

Issued By:  
James A. Penney  
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APPLICATION OF PRICE LIST

This Price List contains the regulations and rates applicable to intrastate switched access services provided by Astound Broadband, LLC (the "Company") within the State of Oregon. Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Price List.

The rates and regulations contained in this Price List apply only to the services furnished by Company.

Changes in rates, terms and conditions are subject to change without notice.

Effective: January 1, 2010  
Revised: January 1, 2012

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## **DEFINITION OF TERMS**

Certain terms used generally throughout this Price List for Communications Service of this Company are defined below.

**Access Services:** The services provided under this Price List, consisting of the offering of access to telephone exchange services or facilities, or their functional equivalent thereof, for the purpose of terminating Customer's toll service traffic to Users served directly or indirectly by the Company. Originating access services may be available upon request on an ICB basis.

**Advance Payment:** Part or all of a payment required before the start of service.

**Commission:** the Oregon Public Utility Commission.

**Company:** Astound Broadband, LLC, the issuer of this Price List.

**Customer:** The person, firm or corporation that purchases service and is responsible for the payment of charges and compliance with the Company's regulations.

**Dedicated:** A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

**End Office:** The switching system office or serving wire center (or functionally equivalent or analogous facilities) from which End Users receive exchange service. By way of example, system(s) or facility(ies) in a carrier's network which host telephone numbers listed in the database of the Number Portability Administration Center as assigned to the carrier, constitute an "End Office." 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.

**End User:** A non-carrier customer of an intrastate telecommunications or unregulated service provider.

**Individual Case Basis (ICB):** A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

**Interconnect Carrier:** Any carrier that connects to Company's network for exchange of communications traffic.

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

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Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Trunk Gateway: 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 are the functional equivalent of services provided at an End Office location.

User: A Customer or any other person, firm, corporation or End User authorized by a Customer to use service provided under this Price List. A User may include a third-party carrier whose services are necessary to serve End Users.

VoIP-PSTN Traffic: Traffic exchanged between the Company and the Customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format.

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**SECTION 1. - UNDERTAKING OF THE COMPANY**1.1 **General**

- 1.1.1 The Company does not undertake to transmit messages but offers the use of its facilities for transmission of communications.
- 1.1.2 Customers and Users may use services and facilities provided by the Company to obtain access to services offered by other companies. The Company is responsible for the services and facilities it provides and it assumes no responsibility for any service provided by any other entity.
- 1.1.3 The Company shall have no responsibility with respect to billings, charges or disputes related to services used by the Customer that are not included in the services herein including, without limitation, any local, regional or long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

1.2 **Description of Service**

The Service consists of terminating Exchange Access service (as defined in 47 U.S.C. § 153(16)), in which the Company routes Customer's communications to End-Users directly, or indirectly on a wholesale basis through third-parties. Third-parties may be interconnected VoIP service providers (as defined in 47 C.F.R. § 9.3) who, in turn, will undertake to deliver messages to end-users. Originating access services are available on an ICB basis only.

1.3 **Shortage of Equipment or Facilities**

- 1.3.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control, on a nondiscriminatory basis.
- 1.3.2 The furnishing of service is subject to the availability on a continuing basis of all the necessary facilities and is limited to the reasonable capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

#### 1.4 Terms and Conditions

- 1.4.1 Access services are available upon request.
- 1.4.2 Customers may be required to enter into written service orders that shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, characteristics of the traffic to be routed (*i.e.*, percent toll subject to interstate or intrastate access charges; percent local) and other terms and conditions, as may be required.
- 1.4.3 The price lists of the Company shall be interpreted and governed by the laws of the State of Oregon without regard to its choice of laws provision.

#### 1.5 Liability of the Company

- 1.5.1 The Company assumes no liability for the failure to furnish the service, whether caused by acts or omissions of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer or User as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company, Company's employees or agents.
- 1.5.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 1.5.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers or Users facilities or equipment used for or with the services the Company offers.
- 1.5.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or User or due to the failure or malfunction of Customer or User provided equipment or facilities.

- 1.5.5 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered, or as required by Oregon Law.
- 1.5.6 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- 1.5.7 The Company shall not be liable for any damages resulting from delays in meeting any service dates for any reason.
- 1.5.8 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with the Company.

1.6 Provision of Equipment and Facilities

- 1.6.1 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer, its designate, or Authorized User.
- 1.6.2 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment.
- 1.6.3 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing its services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

1.7 Suspension of Service in the Case of Suspected Fraud or Misuse

Company may immediately suspend service in the case of suspected fraud or misuse without incurring any liability. Company will contact Customer as soon as practical and service will be restored when concerns have been addressed or rectified.

1.8 Installations

At the Customer's request, installation and/or maintenance may be performed by the Company. In such cases, charges based on the cost of the actual labor, material, or other costs incurred by or charged to the Company will apply, including additional charges for nonroutine work and work done after regular business hours.

### 1.9 Ownership of Facilities

Title to all facilities provided by the Company remains with the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in any of the fiber optic or other facilities and associated equipment provided by the Company hereunder.

### 1.10 Governmental Authorizations

The provision of services is subject to and contingent upon the Company and Customer obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company and the Customer shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

## **SECTION 2. - OBLIGATIONS OF THE CUSTOMER**

### 2.1 General

The Customer shall be responsible for the following:

- 2.1.1 Payment of all applicable charges pursuant to the price lists of the Company.
- 2.1.2 Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User with the Company's tariffs or price lists; or by fire or theft or other casualty on the Customer's or any User's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 2.1.3 Providing at no charge, as specified from time to time by the Company, any personnel, equipment space and power needed to operate the Company facilities and equipment installed on the premises of the Customer or any User, and the level of heating, ventilation, air conditioning, and access necessary to maintain the proper operating environment for such facilities and equipment on such premises.



- 2.1.4 Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company.
- 2.1.5 Identifying, monitoring, removing and disposing of any hazardous material (for example, but without limitation, friable asbestos) prior to any construction or installation work;
- 2.1.6 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer or User premises or the rights-of-way for which Customer is responsible; and granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer or any User at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.1.7 Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.
- 2.1.8 Making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

## 2.2 Customer Responsibility

Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s), for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

## 2.3 Prohibited Uses

- 2.3.1 The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer.
- 2.3.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to provide a letter to the Company confirming that their use of the Company's offerings complies with Company tariffs or price lists, Commission regulations, policies, orders, and decisions, and any other relevant law.
- 2.3.3 The Company may, without the consent of Customers, assign any rights, privileges, or obligations under this Price List. Customers shall not, without prior written consent of the Company, assign, transfer, or in any other manner dispose of, any of rights, privileges, or obligations under this Price List, and any attempt to make such an assignment, transfer, disposition without such consent shall be null and void.
- 2.3.4 The Company may require a Customer to immediately shut down its transmission of signals if that transmission is causing interference to others, in the case of suspected fraud or misuse, or if usage is otherwise degrading the Company's network or services being provided to other customers.
- 2.3.5 A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
- 2.3.6 A Customer shall not represent that its services are provided by the Company, or otherwise indicate to its customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

## 2.4 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for the following:

- 2.4.1 Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or their employees, agents, representatives or invitees.
- 2.4.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer or User, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and the Company.
- 2.4.3 Any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer.

### **SECTION 3. - PAYMENT ARRANGEMENTS**

#### 3.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold or shared with other persons.

#### 3.2 Billing and Collection of Charges

- 3.2.1 Charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.
- 3.2.2 The Company will begin billing the Customer on the Service Commencement Date, and billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- 3.2.3 If the Company receives any portion of the payment after the date due, or if the Company receives any portion of the payment in funds that are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment for regulated telecommunications services not received by the date due, net of taxes, not compounded, multiplied by a monthly late factor of 1.5%.
- 3.2.4 For any check the Company receives from the Customer that is returned to the Company due to insufficient funds, uncollected funds, or closed account,

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the Company will assess a \$35.00 fee on the Customer for each check returned.

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

All recurring and non-recurring charges for services provided by each exchange carrier are billed under each Company's applicable tariffs or price lists. Under a Meet Point Billing arrangement, the Company will bill for charges for traffic terminated or originated by the Company.

The multiple billing arrangement described in this section is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD). For terminating access services provided via jointly provided arrangements with other local exchange carriers, Company provides the shared transport, common line, and end office switching components of the service, or the functional equivalent thereof.

Each company will provide its portion of access service based on the regulations, rates and charges contained in its respective tariff or Price List.

Originating access services are available on an ICB basis only.

3.3 Advance Payments

3.3.1 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 the first month's estimated recurring charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill.

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

3.4 Deposits

Company may require Customer to make deposits for special installation and services, the amount to be determined upon Company's sole discretion.

3.5 Discontinuance of Service

- 3.5.1 Upon nonpayment of any amounts owing to the Company, the Company may, after ten days prior written notice, discontinue or suspend service without incurring any liability.
- 3.5.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may discontinue or suspend service without incurring any liability.
- 3.5.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer, or if a condition immediately dangerous or hazardous to life, physical safety or property exists, or if 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.
- 3.5.4 Upon any governmental prohibition or 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.
- 3.5.5 Upon the Company's discontinuance of service to the Customer under this section, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of applicable, contracts, tariffs or Price Lists, the Company may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

**SECTION 4 - MISCELLANEOUS**

4.1 Cancellation of Application for Service

- 4.1.1 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply.
- 4.1.2 The special charges described in this Section will be calculated and applied on a case-by-case basis.

4.2 Changes in Service Requested

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If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

#### 4.3 Taxes

The Customer is responsible for the payment of Federal excise taxes, gross receipts, access, state and local sales and use taxes and all taxes, fees, surcharges (however designated) and other exactions imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on corporations. Any taxes imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those customers residing in the affected jurisdictions. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in the rates for service. The Customer shall be responsible for paying any such taxes that subsequently become applicable retroactively.

#### 4.4 Disputed Bills

The Customer may dispute a bill only by written notice to the Company. Unless such notice is received within 30 days of the date Customer receives the bill, the bill statement shall be deemed to be correct and payable in full by Customer. When Customer makes a timely written dispute, Company will make such investigation as is required by the particular case and shall report the results of its investigation to Customer. All disputes between the Company and the Customer that cannot be settled through negotiation may be resolved by arbitration upon written demand of either party. Arbitration shall be referred to the American Arbitration Association (AAA) and conducted pursuant to its Commercial Arbitration Rules. The arbitrator shall have the authority to award compensatory damages solely; such award shall be final and binding and may be entered in any court having jurisdiction thereof. The provisions of the Federal Arbitration Act shall govern such arbitration. This dispute process does not preclude the Customer from filing a complaint with the Commission.

### **SECTION 5. - NOTICES AND COMMUNICATIONS**

5.1 All notices or other communications required to be given pursuant to the tariffs or Price Lists of the Company will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or

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bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

5.2 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

## **SECTION 6. - CUSTOMER EQUIPMENT AND CHANNELS**

### 6.1 General

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

### 6.2 Interconnection of Facilities

6.2.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

6.2.2 Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or Price Lists of the other communications carriers which are applicable to such connections.

6.2.3 Facilities furnished under the Company's tariffs or Price Lists may be connected to Customer-provided terminal equipment. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations, and all User-provided wiring shall be installed and maintained in compliance with those regulations.

### 6.3 Tests and Adjustments

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

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#### 6.4 Inspections

- 6.4.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that Customers and Users are complying with the requirements of this Price List.
- 6.4.2 The Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving the notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do so, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

### **SECTION 7. - SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS**

#### 7.1 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in the Company's tariffs or Price Lists and upon Customer's request, the Company may undertake special construction and special arrangements on a reasonable efforts basis. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under a tariff or Price List, or for the provision of service on an expedited basis or in some other manner different from the normal offering of service.

#### 7.2 Basis for Charges

Where the Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in the Company's tariffs or Price Lists, charges will be based on the costs incurred by the Company and may include, (1) nonrecurring charges; (2) recurring charges, (3) termination liabilities; or (4) combinations thereof. The Customer and the Company shall negotiate an agreement for special construction the pricing for which will be set on an ICB basis and which will typically include a minimum service commitment based on the estimated service life of the facilities provided and early termination liability provisions.



**SECTION 8. – SWITCHED ACCESS SERVICE****8.1 Switched Access Service**

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 rate set forth in the table below. Services may be provided directly by Company or in conjunction with an affiliated, or unaffiliated, third-party.

**8.2 Application of Tariff to VoIP-PSTN Traffic**

VoIP-PSTN Traffic is defined as traffic exchanged between the Company and the Customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. This section 8 governs the identification and compensation of VoIP-PSTN Traffic that is subject to compensation at rates equivalent to interstate access rates (unless the parties have agreed otherwise) pursuant to the Federal Communications Commission's Report and Order in WC Docket Nos. 10-90, etc., FCC Order No. 11-161. The terminating VoIP-PSTN Traffic identified in accordance with this tariff section, and in the absence of an interconnection agreement setting forth alternative rates and terms, will be billed at rates equal to Company's applicable tariffed interstate switched access rates as provided in the Company's FCC tariff, as reflected in the rate table below.

The Company affirms that all of its traffic either originates from or terminates to a VoIP end user and is, therefore, VoIP-PSTN, as defined in the FCC Order. Accordingly, the use of a traffic factor, for example in the form of a percent of VoIP usage (or "PVU") or otherwise, is unnecessary and will not be used unless Company otherwise agrees to the use of such a factor.

**8.3 Rate Categories****8.3.1 Tandem Transport**

The Tandem Transport rate category provides for transmission between an access tandem and the Company's End Office, Trunk Gateway, or other functionally equivalent location. Rate elements include:

**A. Transport Termination**

The Transport Termination element includes the non-distance sensitive portion of Tandem Transport and is assessed on a per-access-minute-of-use

basis.

#### B. Transport Facility

The Transport Facility element includes the distance-sensitive portion of Tandem Transport and is assessed on a per-access-minute-of-use-per-mile basis. Transport Facility will be calculated based on the airline mileage between the access tandem (or functional equivalent) and the Company's End Office, Trunk Gateway, or functionally equivalent location within the applicable LATA.

### 8.3.2 Network Access

Network Access provides the functional equivalent of traditional end office switching, and consists of the following elements: Network Switching.

#### A. Network Switching

Network Switching provides for: (a) the establishment of a call path for the routing of Customer communications from the Company's End Office, Trunk Gateway, or functionally equivalent location to a Company End User and (b) the establishment of a call path for the routing of communications originating from a Company End User for delivery to the Company's End Office, Trunk Gateway, or functionally equivalent location.

The "establishment" of a call path and routing is achieved through equipment and facilities, including, in some cases, a soft switch or similar equipment, owned, or controlled through contractual or other arrangements, by the Company, which allows for the routing of voice communications between the Company's End Office, Trunk Gateway, or functionally equivalent location and End Users via SS7 signaling based on telephone numbers obtained by the Company and assigned to End Users as set forth in the LERG.

### 8.4 Rates

<u>Rate Element</u>	<u>Recurring Rate per MOU</u>
A) Tandem Transport	
1) Tandem Termination	
a) Originating	\$0.002450
b) Terminating	\$0.001225
2) Tandem Facility	

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a) Originating	\$0.000120
b) Terminating	\$0.000045
B) Network Access	
1) Local Switching	
a) Originating	\$0.060720
b) Terminating	\$0.031721
C) 8XX Toll Free Access Customer Identification Charge	\$0.00480 per query

## 8.5 Other Services

For other services, including without limitation, direct connect arrangements and originating access services, all pricing and service arrangements will be furnished, practicable, to meet the communications needs of specific Customers on a case by case basis under individual contracts subject to competitive pricing principles.

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