

2 – 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 shall not be liable for errors in transmission or for failure to establish connections.

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2.1.3 TERMS AND CONDITIONS

A. The minimum period for which service is provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not. In addition to the one (1) month minimum, termination liabilities may apply to early cancellation of a service purchased under a Term Agreement.

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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. Customer will also be required to execute any other documents as may be reasonably requested by the Company.

Orders for Switched Access are deemed made by the Customer, and initiation of the respective obligations of the parties as set forth in this Tariff takes place, upon the routing of calls by the Customer to and from the Company.

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C. This tariff shall be interpreted and governed by the laws of the State of Maryland without regard for its choice of laws provision.

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, or other 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.

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2.1 UNDERTAKING OF THE COMPANY

2.1.4 LIMITATIONS ON LIABILITY (CONT'D)

- B. Except for the extension of allowances 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, loss of revenue or profits, for any reason whatsoever, 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, except for willful neglect or willful misconduct.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D. The Company shall not be liable for any claims for loss or damages involving:
 - 1. Services or facilities of third-parties used separately or in conjunction with the Company's facilities or equipment in establishing a physical or logical connection to points not reached by the Company's facilities or equipment. The Company shall not be liable for any act or omission of such third-parties or their agents or employees.
 - 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, criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - 3. Any unlawful or unauthorized use of the Company's facilities and services;
 - 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with customer-provided facilities or services;
 - 5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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2 - REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.4.D. (Cont'd)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this section.
 7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
 8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
 9. Any noncompletion of calls due to network busy conditions;
 10. Any calls not actually attempted to be completed during any period that service is unavailable.
- E. The Company shall not be liable, for any claims, loss, demands, suits, expense, or other action or any liability whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to 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

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2.1 UNDERTAKING OF THE COMPANY

2.1.4 LIMITATIONS ON LIABILITY (CONT'D)

- F. 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 not be liable for any claims, loss, demands, suits, or other action, or any liability whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- G. 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, whether or not affiliated with the Company, or for other facilities provided by other entities used for service to the Customer, except where contracted by the Company. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- H. 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.
- I. Acceptance of the provisions of Section 2.1.4 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

2.1.5 PROVISION OF EQUIPMENT AND FACILITIES

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

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2.1 UNDERTAKING OF THE COMPANY

2.1.5.B (Cont'd)

- 1. the through transmission of signals generated by customer-provided equipment or for the quality of, or defects in, such transmission; or (T)
- 2. the reception of signals by customer-provided equipment; or (T)
- 3. network control signaling where such signaling is performed by customer-provided network control signaling equipment. (T)
- C. Service furnished by the Company may be physically or logically connected with services or facilities of affiliated or unaffiliated third-parties and with private systems subject to technical limitations established by the Company. Service furnished by the Company may make use of the services, facilities or equipment owned, or controlled through contract or other means, by the Company. (N)
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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, authorization, licenses, consents and permits, except where such approvals are the responsibility of the Company.
- B. The Company may require applicants for service who intend to use the Company's offering 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 regulations, policies, orders, and decisions.
- C. The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- D. [Reserved for Future Use] (D)
(D)

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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 caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. Reserved
- 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.

2 - REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (CONT'D)

2.3.3 DETERMINATION OF JURISDICTION

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When ordering Switched Access Service, the Customer may be required to provide a projected Percent of Interstate Use (PIU) factor, which may be subject to audit by the Company. Where jurisdiction can be determined from the call detail, the Company will develop a projected PIU factor from the call detail which will be used to bill the Customer.

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The Company will use the jurisdictional report provided by the Customer, or, in the absence of such report, the Company projected PIU factor developed from the call detail, to bill all interstate and intrastate rates and/or nonrecurring charges until the Company receives a revised report from the Customer or updates the Company projected PIU factor developed from the call detail.

The Customer shall keep sufficient detail from which the PIU can be ascertained for at least 18 months 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 thirty (30) calendar days of the Company request.

The Company may, in its sole discretion:

- Waive any and all of the jurisdictional reporting obligations imposed by this tariff on the Customer and/or the Company, or
- Assign a default PIU of 50%

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2 - REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.3 DETERMINATION OF JURISDICTION (CONT'D)

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2 - REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.3 DETERMINATION OF JURISDICTION (CONT'D)

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2.3.4 TRANSFERS AND ASSIGNMENTS

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The Customer may not transfer or assign the use of service without the express prior written consent of the Company. The Company will only permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All rates, terms and conditions shall apply to all such permitted transferees or assignees.

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2 - REGULATIONS

2.4 CUSTOMER EQUIPMENT AND CHANNELS

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2.4.1 INTERCONNECTION OF FACILITIES

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, subject to the Customer's approval.

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A. The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary, without penalty or liability, to determine that the requirements regarding the equipment and interconnections are being complied with 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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B. 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 the suspension of service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

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2 - REGULATIONS

2.5 CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

2.5.1 ADVANCE PAYMENTS

Where special construction is involved, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment may include an amount equal to the estimated non-recurring charges for the special construction. 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, only the portion of the Advance Payment for services actually installed will be credited. An Advance Payment may be required in addition to a deposit..

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2.5.2 DEPOSITS

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 in accordance with COMAR. 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:

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- 1. two month's charges for a service or facility which has 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.

B. A Deposit may be required in addition to an Advance Payment.

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C. 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 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.

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D. Customer Deposits shall be maintained in a bank located in Maryland. Customers who make a Deposit for service will receive interest, at a rate set on such Deposit not less than the rate calculated by the method set forth in COMAR 20.30.01.04 (for non-residential customers) or COMAR 20.30.02.04 (for residential customers) as appropriate.

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2 - REGULATIONS

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.

A. Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of network services.

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 furnished to the Customer by the Company.

A. Non-recurring charges are due and payable within 30 days after the date of the invoice.

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 30 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.

Billing shall be based on usage as determined by call detail. When call detail is unavailable, bills shall be based on estimated PIU as described in Section 2.3.3. The Company will apply a default 50% assumed PIU factor when call detail is unavailable and the Customer fails to provide PIU.

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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 30 days.

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D. Billing of the Customer by the Company will begin the day on which the Company notifies the Customer that the service or facility is available for use, except that billing 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.

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2 - REGULATIONS

2.6 PAYMENT ARRANGEMENTS

2.6.2 BILLING AND COLLECTION OF CHARGES (CONT'D)

- 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 Charge shall be due to the Company. The Late Payment Charge shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser 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.
- 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.

2.6.3 BILLING DISPUTES

A. General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is provided to the Company. 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 Charge 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 Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the Late Payment Charge.

2 - REGULATIONS

2.6 PAYMENT ARRANGEMENTS

2.6.3 BILLING DISPUTES (CONT'D)

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.
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 considered final.

D. Unresolved Billing Disputes

Customers may notify the carrier of billing or other disputes either orally or in writing. There is no time limit for submitting 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 may 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:

Office of External Relations
Maryland Public Service Commission
6 St. Paul Street
Baltimore, Maryland 21202
410-767-8028 (Office of External Relations)
410-767-8000 (Main PSC number)
1-800-492-0474 (Toll-free PSC number)

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2.6 PAYMENT ARRANGEMENTS (CONT'D)

2.6.4 DISCONTINUANCE OF SERVICE FOR CAUSE

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving five (5) days' 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 conditions for furnishing service the Company may, by giving ten (10) days' 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 if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by ten (10) days' notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. To the extent that the Company is not adequately protected by a security deposit, 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 by giving less than five (5) days' notice discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable regulation, the Company may upon ten (10) days' notice discontinue service without incurring any liability.
- F. In the event of illegal 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 2.6.4(A) or 2.6.4(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 percent).

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2.6 PAYMENT ARRANGEMENTS (CONT'D)

2.6.5 ORDERING, RATING AND BILLING OF ACCESS SERVICES WHERE MORE THAN ONE EXCHANGE COMPANY IS INVOLVED

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

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2 - REGULATIONS

2.6 PAYMENT ARRANGEMENTS

2.6.5 ORDERING, RATING AND BILLING OF ACCESS SERVICES WHERE MORE THAN ONE EXCHANGE COMPANY IS INVOLVED (CONT'D)

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2 - REGULATIONS

2.6 PAYMENT ARRANGEMENTS

2.6.5 ORDERING, RATING AND BILLING OF ACCESS SERVICES WHERE MORE THAN ONE EXCHANGE COMPANY IS INVOLVED (CONT'D)

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2.6.6 CHANGES IN SERVICE REQUESTED

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

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2.6.7 CUSTOMER OVERPAYMENT

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

2 - REGULATIONS

2.6 PAYMENT ARRANGEMENTS (CONT'D)

2.6.8 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.

2.7 ALLOWANCE 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 a service, facility or circuit that the Customer continues to use on an impaired basis. (T)

2.7.2 LIMITATIONS ON ALLOWANCES

- A. No credit allowance will be made for any interruption in service:
 - 1. Due to the negligence of or noncompliance with the provisions of this Tariff by the Customer;
 - 2. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
 - 3. During any period in which the Company is not given full access to its facilities and equipment for the purposes of investigating and correcting interruptions;
 - 4. During any period in which the Customer continues to use the service on an impaired basis;

2 - REGULATIONS

2.7 ALLOWANCE FOR INTERRUPTIONS IN SERVICE

2.7.2.A (Cont'd)

5. 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; and
6. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction.

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.

2.7.4 APPLICATION OF CREDITS FOR INTERRUPTIONS IN SERVICE

- A. Credits for interruptions in service that is provided and billed on a flat rate basis 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 a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon 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 interruptions of 15 minutes or more during any one 24-hour period shall be considered as one cumulative interruption.

2 - REGULATIONS

2.7 ALLOWANCE FOR INTERRUPTIONS IN SERVICE

2.7.4 APPLICATION OF CREDITS FOR INTERRUPTIONS IN SERVICE (CONT'D)

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 hours	One Day

E. 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. Interruptions 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

A Customer may cancel or terminate service if any circuit experiences a single continuous outage of 8 hours or more or 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 credits. (T)

2 - REGULATIONS

2.8 CANCELLATION OF SERVICE/TERMINATION LIABILITY

If, after three (3) business days from placing a service order, a Customer cancels a Service Order or terminates services before the completion of the minimum term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1), the Customer agrees to pay 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

- A. Customer's termination liability for cancellation of service shall be equal to:
1. all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
 2. 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;
 3. minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

2.9 PRIVACY RULES

Automatic Number Identification (ANI) derived information may be used only for billing, routing, screening, ensuring network performance, completing calls or performing, services directly related to the telephone caller's original call or transaction. Therefore, should the business that receives ANI information have an established customer relationship with the caller, the business may offer products or services to the caller that are directly related to the products or services previously purchased by the caller. The business that receives ANI information may not establish marketing lists or conduct ongoing market calls for unrelated products or services or sell the information derived from ANI (caller's name, address, telephone billing number, purchasing habits, etc.) to third parties unless it gets the prior written consent of the caller.

2 - 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 traffic will be measured in Minutes of Use by the Company at its End Office, Trunk Gateway, or functionally equivalent locations. Originating and terminating calls will be measured (i.e., recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. Access minutes or fractions thereof are accumulated over the billing period and are then rounded up to the nearest access minute.

(C)

(C)

(D)

(D)

2 - REGULATIONS

2.10 APPLICATION OF RATES (CONT'D)

2.10.2 RATES BASED UPON DISTANCE

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

A. Distance between two points is measured as airline distance. In the case of distance measurement for tandem transport, the two points are the access tandem and the Company's End Office, Trunk Gateway, or other functionally equivalent location. Their measurement points are a set of geographic "V" (vertical) and "H" (horizontal) coordinates. (C)

B. The airline distance between any two points is determined as follows:

1. Obtain the "V" and "H" coordinates for each point. (C)
2. Compute the difference between the "V" coordinates of the two points; and the difference between the two "H" coordinates.
3. Square each difference obtained in step (2) above.
4. Add the square of the "V" difference and the square of the "H" 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. (D)

2 - REGULATIONS

2.10 APPLICATION OF RATES (CONT'D)

2.10.3 [RESERVED FOR FUTURE USE]

(T)

(D)

(D)

2.10.4 NONRECURRING CHARGES

(M)

A. Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or service rearrangements).

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 an additional trunk(s).

(D)
(D)

2. Service Rearrangements

All changes to existing services 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.

(M)

(M) Moved from Section 3.2.11.

2 - REGULATIONS

2.10 APPLICATION OF RATES (CONT'D)

2.10.4 NONRECURRING CHARGES (CONT'D)

2.10.4.A.2 (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 change 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.

(M)

(T)

(M)

(M) Moved from Page 40, Section 3.2.11.