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5. MISCELLANEOUS SERVICES

5.1 ADDITIONAL ENGINEERING

Additional Engineering will be provided by the Company at the request of the Customer only when:

(T)

- A. A Customer requests additional technical information after the Company has (T) already provided the technical information normally included on the Design Layout Report (DLR).
- B. Additional engineering time is incurred by the Company to engineer a Customer's (T) request for a customized technical specifications package.

The Company will notify the Customer that additional engineering charges, as set (T) forth in 5.5, following, will apply before any additional engineering is undertaken.

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5.2 ADDITIONAL LABOR

Additional Labor is labor requested by the Customer on a given service and (T) agreed to by the Company as set forth in A. or B. following. The Company will notify the Customer that additional labor charges as set forth in 5.5, following, (T) will apply before any additional labor is undertaken.

A. Overtime Installation

Overtime Installation is that Company installation effort requested by the (T) Customer outside of normal business hours.

B. Other Labor

Other labor is additional labor not included in A. preceding including, but not limited to, labor incurred for the installation of inside wire used to extend the Point of Termination. Other labor also includes labor incurred to accommodate a specific Customer request that involves activities not covered by any other section of this Price List. (T)

5.3 MAINTENANCE OF SERVICE

- A. When a Customer reports a trouble condition to the Company and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of a Maintenance of Service Charge. The Maintenance of Service Charge is applicable for the period of time from when Company personnel are dispatched to the Customer's location to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.
- B. The Customer shall be responsible for payment of a Maintenance of Service (T) Charge when the Company dispatches personnel to the Customer's location and the trouble is in equipment or communications systems provided by other than the Company or in detariffed CPE provided by the Company.

In either A. or B., preceding, no credit allowance will be applicable for the interruption involved if the Maintenance of Service Charge applies.

C. The charges for Maintenance of Service are set forth in 5.5, following

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5.4 SPECIAL ASSEMBLIES AND INDIVIDUAL CASE BASIS ARRANGEMENTS

Arrangements will be developed on an Individual Case Basis (ICB) in response to a bona fide request from a Customer or prospective customer to develop a bid **(T)** for any access service that the Company is technically capable of providing but which is not offered under this Price List (special assembly), or to develop a competitive bid for a service that the Company offers under this Price List (ICB). Rates quoted in response to such competitive requests may be different than those specified for such services in this Price List. ICB and special assembly rates will be offered to the Customer in writing and on a nondiscriminatory basis. **(T)** Customers served on a non-price list basis for services offered under this Price List as of the effective date hereof shall be entitled to continue their existing serving arrangements under the same terms and conditions as "special assemblies," but those terms and conditions will not necessarily be available to new Customers when the same service is available under this Price List. In **(T)** addition, the Company may from time to time offer promotional or other special discounts to Customers who initiate service within the time contemplated by the **(T)** promotional or other special discount offer.

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5. MISCELLANEOUS SERVICES

5.5 CHARGES

A. Additional Engineering	Nonrecurring Charge
1. Basic Time, normally scheduled working hours, per engineer	
• Per 1/2 hour or fraction thereof	ICB
2. Overtime, outside normally scheduled working hours, per engineer	
• Per 1/2 hour or fraction thereof	ICB

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5.5

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CHARGES(Cont'd)

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	Nonrecurring Charge
B. Additional Labor	
1. Installation	
• Overtime, outside normally scheduled working hours, per technician [1]	
- Per 1/2 hour or fraction thereof	ICB
• Premium, outside normally scheduled working day, per technician [1]	
- Per 1/2 hour or fraction thereof	ICB
2. Other Labor	
Basic Time, normally scheduled working hours, per technician	
- Per 1/2 hour or fraction thereof	ICB
• Overtime, outside normally scheduled working hours, per technician [1]	
- Per 1/2 hour or fraction thereof	ICB
• Premium, outside normally scheduled working day, per technician [1]	
- Per 1/2 hour or fraction thereof	ICB

[1] A call-out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of 3 hours.

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5.5	CHARGES(Cont'd)	
		Nonrecurring Charge
C.	Maintenance of Service	
1.	Basic Time, normally scheduled working hours, per technician	
	• Per 1/2 hour or fraction thereof	ICB
2.	Overtime, outside normally scheduled working hours, per technician [1]	
	• Per 1/2 hour or fraction thereof	ICB
3.	Premium, outside normally scheduled working day, per technician [1]	
	• Per 1/2 hour or fraction thereof	ICB

A call-out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of 3 hours. [1]

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5. MISCELLANEOUS SERVICES

5.6.	[RESERVED FOR FUTURE USE]
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5. MISCELLANEOUS SERVICES

5.7. SERVICE CHANGE DISPUTE

If an End User disputes a change in service, the Company will investigate the origin of the change. If the change was due to a Company error, the original service will be restored free of charge. If the change was submitted by a Customer or a third party and either the Customer or the third party is unable to produce evidence of the End User's consent then the responsible Customer or third party will be responsible for all charges and penalties associated with the unauthorized change. (C)

5.8. [RESERVED FOR FUTURE USE]

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