

ACCESS ONE, INC.
REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE COMMUNICATIONS SERVICES
WITHIN THE COMMONWEALTH OF VIRGINIA

This tariff is on file with the Virginia State Corporation Commission and can be viewed at their Division of Communications located in the Tyler Building, 9th Floor, 1300 East Main Street, Richmond, Virginia 23219. In addition, this tariff is available for review at the Company's principle place of business, Monday - Friday, 8:00 am - 5:00 pm, local time, 820 W Jackson Blvd, 6th Floor, Chicago, IL 60607.

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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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EXPLANATION OF SYMBOLS

C - To signify changed regulation.

D - To signify discontinued rate or regulation.

I - To signify increased rate.

M - To signify a move in the location of text.

N - To signify new rate or regulation.

R - To signify reduced rate.

S - To signify reissued matter.

T - To signify a change in text but no change in rate or regulation.

TARIFF FORMAT

- A. Page numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, new pages added between pages 14 and 15 would be 14.1.
- B. Page revision numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the Commission allows in their tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence -There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1
 - 2.1.1.A.1.(a).
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 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheets: When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists contained in the tariff, with a cross reference to the current revision number. When new pages are added the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e. the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

SECTION 1. APPLICATION OF TARIFF

This tariff sets forth rules applicable to the provision of local exchange telecommunications services within the Commonwealth of Virginia.

SECTION 2. DEFINITIONS

Accessories: Devices which are mechanically attached to, or used with, the facilities furnished by a telephone company and which are independent of, and not electrically, acoustically, or inductively connected to the conductors in the communications path of a telephone company's facilities.

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

ANALOG: Analog technology refers to electronic transmission accomplished by adding signals of varying frequency or amplitude to carrier waves of a given frequency of alternating electromagnetic current. Broadcast and phone transmission have conventionally used analog technology.

APARTMENTS: A building or group of buildings used primarily to provide complete residential apartments but not lodging on a day-to-day basis.

Applicant: An individual or concern making application to the Company for communications service under this tariff.

Application: Refers to an application made by a prospective Subscriber to the Company under which services for communication between specified locations, for designated periods, and for the use of the Subscriber specifically named in the application are to be furnished in accordance with the provisions of this tariff.

ASCII: American Standard Code for Information Interchange. An eight-level code for data transfer adopted by the American Standards Association.

ASYNCHRONOUS: Transmission in which each information character is individually synchronized usually by the use of start-stop elements. The gap between each character is not of a fixed length.

Authorized User: A person, firm or corporation, which is authorized by the Subscriber to be connected to the service of the Subscriber. An authorized user must be specifically named in the application for service.

Bandwidth: A defined range of frequencies.

Baud: A unit of signaling speed. It is the reciprocal of the time duration in seconds of the shortest signal element (mark and space) within a code signal. The speed baud is the number of signal elements per second.

BILLING PERIOD: A telephone service consumption period that typically lasts one month.

Bit: The smallest unit of information in the binary system of notation.

Bridging Arrangements: The physical equipment needed in a telephone company's central office to meet specified transmission and signaling criteria.

SECTION 2. DEFINITIONS

BUILDING: A structure enclosed within exterior walls or firewalls, built, erected and framed of component structural parts and designed for permanent occupancy.

Building Channel: The inside wire used to connect two or more stations within the same building or to connect a station to station connection location.

BUSINESS SERVICE: A switched network service that provides for dial station communications that is described as a business or commercial rate.

CALL INITIATION: The point in time when the exchange network facility are initially allocated for the establishment of a specific call.

CALL TERMINATION: The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

CHANNEL CONVERSION: The termination of 1.544 Mbps Service at a Customer's location with conversion of the digital signal to 24 analog voice grade circuits. Channel Conversion can be furnished by the Customer.

CHANNEL SERVICE UNIT ("CSU"): The equipment located at the Customer's premises which terminates each 1.544 Mbps Digital Loop and performs such functions as proper termination of facilities, regeneration of signals, recognition and correction of signal format errors and provides remote loop-back capability.

Channel Terminal: Provides for equipment required to terminate an interexchange channel at each rate center central office.

Commission: Virginia State Corporation Commission.

Communications Services: The Company's intrastate communications services offered under this tariff.

COMMUNICATIONS SYSTEMS: Channels and other facilities which are capable of two-way communications between subscriber -provided terminal equipment or Telephone Company stations, even when not connected to exchange and message toll communications service.

Company: ACCESS ONE, INC., the issuer of this tariff.

COMPANY FACILITIES: Equipment, cabling, and/ or connections owned, leased or otherwise used by the Company or by the Company's agents to provide service to the Customer pursuant to this tariff.

Company Network: The array of communications services which the Company has purchased from an Underlying Carrier and uses to provide services to Subscribers under this tariff.

SECTION 2. DEFINITIONS

Connecting Arrangement: Denotes equipment provided by a telephone company to accomplish the direct electrical connection of Subscriber-provided facilities with the facilities of the telephone company.

Customer: The person, firm or corporation which orders Service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

CUSTOMER PREMISES EQUIPMENT: Telecommunications gear and associated arrangements that the Customer purchases or leases from its suppliers, connects to Company Facilities as defined above and maintains.

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

DEMARCATIION POINT: The physical dividing point between the Company Facilities and the Customer's Premises Equipment and/ or cabling.

DIGITAL: A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/ switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

Direct Inward Dialing (DID): Routes incoming calls directly to stations.

DISCONTINUANCE OF SERVICE: The temporary cessation of telephone service caused by the Company and not voluntarily requested by a Customer.

DSL: Digital Subscriber Line.

End Office: The switching system office or serving wire center where loops are terminated for purposes of interconnection to each other and/or to trunks.

End User: A person, firm or corporation who is designated by the Customer as a user of Company's Service furnished to the Customer. The End User must be specifically identified in the Application for Service.

End User Premises Equipment: Equipment provided by the Customer, the End User, or any party other than the Company that is located on the End User's premises and is connected to the Company's network.

ERROR: A discrepancy or unintentional deviation by the Company from what is correct or true. An "error" can also be an omission in records.

SECTION 2. DEFINITIONS

EXCHANGE: A unit established by a utility for communication service in a specific geographic area, which unit usually embraces a city, town or community and its environs. It usually consists of one or more central offices together with the associated plant used in furnishing communication service to the general public within that area.

Exchange Access Line: - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the customer.

FCC: Federal Communications Commission.

GROUND START: Describes the signaling method between the PBX/ key system interface and the Company's switch. It is the signal requesting service.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

INCOMING SERVICE GROUP: Two or more central office lines arranged so that a call to the First line is completed to a succeeding line in the group when the first line is in use.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer and at the Company's sole discretion.

Interface: The point on the premises of the Subscriber where provision is made to terminate provided by a telephone company. At the interface the transmission path may be 2 wire or 4 wire as specified for the various channels required.

INTEROFFICE MILEAGE: The segment of a line which extends between the central offices serving the originating and terminating points.

Interoffice Channel: Provides for facilities to connect two different serving central offices for intraexchange services
Interrupted Service: That portion of service provided to a Subscriber Or Authorized User for which the Company has been notified of a temporary cessation and given an opportunity to test and repair.

JOINT USER: As used in connection with Telephone Exchange Service, denotes an arrangement whereby an additional person or firm is permitted to use the business telephone exchange service of an existing Customer.

As used in connection with Telecommunications Channel Service, denotes a person who is designated by the Customer as a user of channel services of the Customer and to whom a portion of the charge for the service will be billed under a Joint User Arrangement as specified in this tariff.

SECTION 2. DEFINITIONS

KILOBIT: One thousand bits.

Kbps: Kilobits per second, denotes thousands of bits per second.

LEASED CHANNEL: A non-switched electrical path used for connection of equipment furnished by the subscriber to equipment furnished by the subscriber or the Company for a specific purpose.

LOCAL CALLING: A completed call or telephonic communication between a calling station and any other station within the local service area of the calling station.

LOCAL EXCHANGE AREA: The specific area served by, or purported to be served by an exchange.

LOCAL EXCHANGE CARRIER: A company authorized to provide local exchange communications service.

LOOP START: Describes the signaling between the terminal equipment or PBX/ key system interface and the Company's switch. It is the signal requesting service.

MATR: Minimum Average Time Requirement.

Mbps: Megabits per second, denotes millions of bits per second.

MEASURED RATE SERVICE: A type of exchange service provided with additional charges for local calling based on usage on the local network. Charges for local usage are calculated on time of day, calendar day, distance of call and duration of call.

MEGABIT: One million bits.

MULTI-FREQUENCY ("MF"): An inter-machine pulse-type used for signaling between telephone company switches, or between telephone company switches and PBX/key systems.

N/A: Represents "Not Applicable."

N/C: Represents "No Charge."

Network: The facilities of an Underlying Carrier.

NETWORK CONTROL SIGNALING: The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status and charging signals), address signaling (e.g. dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting) to control the operation of switching machines in the telecommunications system.

NETWORK CONTROL SIGNALING UNIT: The terminal equipment furnished, installed and maintained by the Telephone Company for the provision of network control signaling.

SECTION 2. DEFINITIONS

NODE: The location to which digital channels are routed and where access is provided to such lines and associated equipment for testing.

Non-Recurring Charges: Charges to the Subscriber for services and equipment assessed by the Company once usually at the origination or termination of services and equipment.

Origination Point: The point of demarcation between the Company's facilities and those of the End User.

PBX: A private branch exchange.

Premises: The space occupied by a Customer or End User in a building or buildings or contiguous property.

Rate Center: For private line service, denotes a specified geographical location, generally a main central office of an exchange from which mileage measurements are made for the application of interexchange mileage rates.

Recurring Charges: The monthly charges to the Customer for Services, facilities and equipment, which continues for the agreed-upon duration of the Service.

RECURRING RATES AND CHARGES: The rates and charges that, unless otherwise stated herein, apply each month for services that the Company provides to the Customer. Such rates and charges shall continue to apply for each month that the Customer continues to obtain service(s) from the Company.

REMOVAL OF ACCOUNT: A permanent cessation of telephone service caused by the Company and not voluntarily requested by a Customer.

RESALE OF SERVICE: The subscription to communications service and facilities by one entity and the reoffering of communications service to others (with or without 'adding value') for profit.

SAME PREMISES: All space in the same building in which one subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

Services: The services, or combination thereof, offered by the Company and contained in this Tariff.

SERVICE COMMENCEMENT DATE: The first day following the date on which the Company makes the requested service available for the Customer's use, unless extended by the Customer's refusal to accept the service which may occur if such service is not in conformance with the standards set forth in the Customer's original Service Order or in this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

SECTION 2. DEFINITIONS

Service Order: The request for Company Services submitted by the Customer in the format devised by the Company. The submission of a Service Order by the Customer and confirmation thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Service Terminal: As used in connection with Series 5000 channels, provides for facilities to connect a premises to the Rate Center, including a local channel and any required interoffice channel.

SERVING CENTRAL OFFICE: The central office from which local service is furnished.

Special Facilities: Any facilities, goods, supplies, products, equipment, fixtures or other installation specifically installed or constructed for Customer by Company pursuant to a negotiated agreement between Company and Customer.

SHARING: An arrangement in which several users collectively use communications service and facilities provided by a carrier, with each user paying a pro-rata share of the communication related costs.

STATION: Each telephone on a line and where no telephone associated with the line is provided on the same premises and in the same building, the first termination in station key equipment or a jack for use with a portable telephone.

SUSPENSION: Suspension of service for nonpayment is interruption of incoming and outgoing service. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

SYNCHRONOUS: Transmission in which there is a constant time interval between bits, characters or events.

T-1 SYSTEM: A type of digital carrier system transmitting voice or data at 1.544 Mbps. A T-1 carrier can handle up to 24 multiplexed 64 Kbps digital voice/ data channels. A T-1 carrier system can use metallic cable, microwave radio or optical fiber as transmission media.

TELEPHONE CALL: A voice connection between two or more telephone stations through the public switched exchange system.

TELEPHONE GRADE LINES: Lines furnished for voice transmission or for certain signaling purposes.

Termination Point: The demarcation point between Company's facilities and the Customer's facilities.

Transmission Speed: Transmission speed or rate, in bits per second (bps), as agreed to by Company and Customer.

TIE LINE: A dedicated line connecting two switchboards or dial systems.

TONE DIAL SIGNALING ("TD"): An electronic signal emitted by the circuitry of Touch-Tone-type push-button dials to represent a dialed digit.

SECTION 2. DEFINITIONS

TWO WAY: A service attribute that includes DOD for outbound calls and can also be used to carry inbound calls to a central point for processing.

USER: A Customer or an Authorized User as defined herein who uses the Company's service(s) provided under this tariff.

SECTION 3. RULES AND REGULATIONS**3.1 Undertaking of the Company**

The Company undertakes to furnish residential and business communications service pursuant to the terms of this tariff in connection with one-way and/or two way information transmission between points within the State of Virginia.

3.2 Prohibited Uses

- A. The Services of the Company shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits, required to be obtained by the Customer with respect thereto.
- 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 offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.
- C. The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer or End User may not assign, transfer in any manner the Service or any rights associated with the Service without the written consent of the Company.
- D. The Company may require a Customer to immediately shut down its transmission of signals if Company concludes, in its sole discretion, that such transmission is causing interference to others.
- E. The 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.
- F. A Customer or End User 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 prior 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.

SECTION 3. RULES AND REGULATIONS**3.3 Obligations of the Customer**

The Customer (or the End User as the case may be) shall be responsible for:

- A. The payment of all charges applicable to the Services.
- B. Damage or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or End User or the non-compliance by the Customer or End User with the provisions of this tariff; or by fire or theft or other casualty on the premises of the Customer or End User unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. Providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the Premises, and providing the level of power, heating and air conditioning necessary to maintain the proper environment on such Premises;
- D. Obtaining, maintaining, and otherwise having full responsibility for rights of way necessary to install equipment to provide Service to the Customer or End User from the minimum point of entry or the property line of the land on which the structure wherein any termination point or origination point used by the Customer or End User is placed or located, whichever is applicable, through the point of entry into the structure, throughout the structure, to the location of the equipment space. Any and all costs associated with the obtaining and maintaining of the rights of way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting a Service Order.
- E. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury to Company employees or property might result from installation or maintenance by the Company.
- F. 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 Company facilities and equipment in any Premises or the rights-of-way for which the Customer is responsible, and obtaining permission for Company agents or employees to enter the Premises at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of Service as stated herein, removing the facilities or equipment of the Company.

SECTION 3. RULES AND REGULATIONS

3.3 Obligations of the Customer, (Continued)

- G. Making Company 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.
- H. Keeping the Company's equipment and facilities located on the Customer's premises or rights-of-way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's Services or from the locations of such equipment and facilities.
- I. Providing, operating and maintaining Customer provided or End User equipment on the Premises. Conformance of Customer provided or End User premises equipment with part 68 of the FCC Rules is the responsibility of the Customer.

3.4 Liability of the Company

- A. The Services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular Services and facilities furnished under this tariff.
- B. The liability of the Company for damages arising out of the furnishing of these Services, including but not limited to mistakes, omissions, interruptions, delays, tortuous conduct or errors, or other defects, representations, or use of these Services or arising out of the failure to furnish the Service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer or End User and the sole liability of the Company. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, except when caused by the intentional acts or omissions or negligence of the Company's employees or agents.
- C. The Company shall not be liable for, nor shall any Service Credits be extended for, any failure of performance or equipment due to causes beyond its control, including but not limited to acts of God, fire, flood 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 any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.

SECTION 3. RULES AND REGULATIONS**3.4 Liability of the Company (Continued)**

- D. The Company shall not be liable for any act or omission by any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the Services the Company offers.
- E. 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.
- F. Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company, nor shall the Company be liable for the performance of any such vendor or vendor's equipment.
- G. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- H. The Company is not liable for any defacement of or damage to the Premises resulting from the furnishing of Services, equipment, or associated wiring on such Premises or the installation or removal thereof, except where such defacement or damage is the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- I. The Company shall not be liable for any damages resulting from delays in meeting any Service dates.
- J. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which 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 Service.
- K. 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 AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

SECTION 3. RULES AND REGULATIONS

3.4 Liability of the Company (Continued)

- L. The Customer and any End User, jointly and severally, shall indemnify, defend and hold the Company harmless from claims, loss, damage, expense, or liability (including liability for patent infringement) arising from: (1) any claims made against Company by any End User in connection with the delivery or consumption of Services; (2) combining with, or using in connection with facilities the Company furnished, facilities the Customer or End User furnished; or (3) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control. In the event that any infringing use is enjoined, the Customer, at its option and expense, may obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer and any End Users shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such claims.

3.5 Service Connections and Customer Equipment

3.5.1 General

- A. All Service along the facilities between the point identified as the origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.
- B. Customer shall allow Company continuous access and right-of-way to both Customer and End User Premises to the extent reasonably determined by the Company to be appropriate to the provision and maintenance of Services, equipment, facilities and systems relating to this tariff.
- C. The Company may undertake to use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- D. The Company undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer or End User. Neither the Customer nor the End User may, nor permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

SECTION 3. RULES AND REGULATIONS**3.5 Service Connections and Customer Equipment (Continued)****3.5.1 General (Continued)**

- E. Title to all facilities (except such equipment and/or facilities as are sold to or independently provided by a Customer or End User), including terminal equipment, shall remain with the Company. The operating personnel and the electric power consumed by such equipment on the Premises of Customer or End User shall be provided by and maintained at the expense of the Customer.
- F. Equipment the Company provides or installs at the Customer's or End User's Premises for use in connection with the Services shall not be used for any purpose other than that for which the Company provided it.
- G. The Company shall not be responsible for the operation or maintenance of any Customer or End User provided communications equipment. The Company may install certain Customer or End User provided communications equipment upon installation of Service; unless otherwise agreed by the Company in writing, Company shall not thereafter be responsible for the operation or maintenance of such 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; subject to this responsibility the Company shall not be responsible for:
 - 1) The proper origination of signals by Customer provided equipment or for the quality, or defects in, such signals; or
 - 2) The reception of signals by Customer provided equipment.
- H. The Customer may be responsible for the payment of service charges for visits by the Company's agents or employees to the Premises when the Service difficulty or trouble report results from the improper or inappropriate use of equipment or facilities by the Customer or End User.

SECTION 3. RULES AND REGULATIONS**3.5 Service Connections and Customer Equipment (Continued)****3.5.1 General (Continued)**

- I. In the event Company places Company equipment on Customers' premises for the purpose of furnishing service under this agreement, unless otherwise stipulated, Company is solely responsible for operating and maintaining such equipment. In the event that Customer attempts to operate or maintain any such equipment without first obtaining Company's written approval, in addition to any other remedies of Company for a breach by Customer of Customer's obligations hereunder, Customer shall pay Company for any damage to Company's equipment caused or related to such unauthorized operation or maintenance of Company's equipment upon receipt by Customer of a Company invoice therefore. In no event shall Company be liable to Customer, End User or any other person for interruption of the Service or for any other loss, cost or damage caused or related to Customer's improper or inappropriate use of Company provided equipment.
- J. Customer agrees to allow Company to remove all Company-provided equipment from Customer or End Users premises:
 - 1) upon termination, interruption or suspension of the Service in connection with which the equipment was used; and
 - 2) for repair, replacement or otherwise as Company may determine is necessary or desirable.
- K. At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed in Customer or End User's premises, normal wear and tear only excepted. Customer shall reimburse Company for the unamortized cost of any such equipment in the event the foregoing conditions are not met.

SECTION 3. RULES AND REGULATIONS**3.5 Service Connections and Customer Equipment (Continued)****3.5.1 General (Continued)**

- L. The Customer or End User is responsible for ensuring that Customer- or End User-provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. Customer will submit to Company a complete manufacturers specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such items) of equipment unless such item is technically incompatible with Company's facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- M. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Service, and the channels, facilities, or equipment of others shall be provided at the Customers expense.

3.5.2 Limitation of Service Equipment or Facilities

- A. Service is offered subject to the provisions of this tariff and the availability of the necessary facilities and/or equipment, and is limited to the ongoing availability and capacity of the Customer's facilities as well as the facilities the Company may require from other carriers to furnish Service. The Company may decline Service Orders to or from a location where, in the Company's sole discretion, the necessary facilities or equipment are not available. The Company may discontinue furnishing Service in accordance with the terms of this tariff.
- B. The Company reserves the right to discontinue or limit Service when necessitated by conditions beyond its control, or when Service is used in violation of provisions of this tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.

SECTION 3. RULES AND REGULATIONS

3.5 Service Connections and Customer Equipment (Continued)

3.5.2 Limitation of Service Equipment or Facilities (Continued)

- D. The Company reserves the right to discontinue Service, limit Service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing Service, as determined by the Company in its reasonable judgment.
- E. The furnishing of Service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the 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.

3.5.3 Network Interface Device

The Network Interface Device ("NID") is the Company-provided interface terminating the telecommunications network, on the property where the customer's service is located, at a point determined by the Company. The NID is a FCC Part 68 registered jack from which customer inside wire may be connected to the Company's network. The Part 68 registered jacks are: RJ1DC, RJ11C/W, RJ14C/W, RJ14X, RJ15C, RJ17C, RJ18C/W, RJ2DX, RJ2EX, RJ2FX, RJ2GX, RJ2HX, RJ2MB, RJ21X, RJ25C, RJ26X, RJ27X, RJ31M, RJ31X, RJ38X, RJ4MB, RJ41M, RJ41S, RJ45M, RJ45S, RJ48C, RJ48H, RJ48M, RJ48S, RJ48T, RJ48X, RJ61X, RJ71C. All wiring on the customer's premises that is connected to the telephone network shall connect to the Company's network through the Company provided NID. The Company is responsible for maintenance of the NID. The NID used for the termination of CPW shall be located outside the customer premises unless an outside location is impractical or the customer requests that it be located inside the premises. When the NID is located inside the premises, it shall be located at a point closest to the protector that is convenient to the Customer. Any additional cost associated with placing the NID outside when requested by the customer shall be at the customer's expense. For installation in multi-story or multi-company buildings, the NID shall be located at a point between the CPW and the telephone company network. This location may be the telephone equipment room, wiring closet, inside or outside the customer premises, or other designated location that is accessible to the Customer. If a customer requests that the NID be placed in a location other than that selected by the Company the customer must pay any additional expense associated with placing the NID in the location requested by the customer.

SECTION 3. RULES AND REGULATIONS

3.5 Service Connections and Customer Equipment (Continued)

3.5.4 Maintenance Visit Charge

Where a NID exists, if the Company is able to test for Dial Tone and the problem proves to be beyond the NID (Within Customer premises) a maintenance charge is applicable. In the event there is no NID and/or the Company is unable to test for dial tone, then no maintenance charge will be assessed. In those cases where the Customer has bought an inside wire maintenance warranty/plan (a non-regulated service) from the Company no maintenance charge will be applicable regardless of the dial tone test results or whether a NID exists or not.

3.6 Payment and Rendering of Bills

3.6.1 Deposits

- A. The Company may require a deposit from Customers to protect against noncollectible accounts. The maximum amount of any deposit shall not exceed the equivalent of the customers estimated liability for two months usage.
- B. Payment of a deposit by the Customer does not relieve the Customer of the responsibility to make timely payments on the account with the Company.
- C. The Company will pay interest on deposits held longer than 90 days, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Commission shall notify the Company in January of each year of the interest rate prevailing for that year.
- D. At the option of the Customer making a security deposit, the Company will annually make either direct payment to the Customer of all accrued interest, or shall credit same to the Customer's account. Customer deposits may be refunded by a utility at any time. Residential Customer's deposits will not be held longer than one year and all other deposits will not be held longer than two years provided the Customer has established satisfactory credit during the period.
- E. When the Company requires a deposit from any residential Customer, said Customer will be permitted to pay it in three consecutive equal monthly installments whenever the total amount of the required deposit exceeds the sum of forty dollars (\$40.00). Provided, however, that the Company will have the discretion to allow payment of any deposit (more or less than \$40.00) over a longer period of time to avoid undue hardship.

SECTION 3. RULES AND REGULATIONS

3.6 Payment and Rendering of Bills (Continued)

3.6.2 Billing Procedures

- A. The Company shall bill all charges incurred by and credits due to the Customer. The Customer may choose to receive bills in either paper or electronic format. Such bills are due within thirty (30) days after the date of issuance thereof, regardless of the media utilized. The Company shall bill in advance charges for all Services to be provided during the ensuing billing period except for charges associated with Service usage. Adjustments for the quantities of Service established or discontinued in any billing period beyond the minimum period will be prorated to the number of days based on a thirty (30) day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of the bill.
- B. The Company shall bill for all Services rendered within ninety (90) days of when those Services are provided.
- C. All bills for Service provided to the customer by the Company are due thirty (30) days from the date of issuance of the bill. The Customer's bill will show the date on which the bill is delivered to the U.S. mail or delivered to the customer's premises as well as the date by which the payment must be received to avoid late payment charges. Payment for current service shall not be considered overdue, if payment is received by the Company within 20 days from the mailing date or delivered date of the bill. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within twenty (20) days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges that the Company is required to collect on behalf of a local government multiplied by 1.5%.

SECTION 3. RULES AND REGULATIONS

3.6 Payment and Rendering of Bills (Continued)

3.6.2 Billing Procedures (Continued)

- D. Customer shall be responsible for payment of all sales, use, gross receipts, excise, access, bypass, franchise or other local, state 911 taxes, LNP, TRS, Rights of Way fees and Federal taxes, fees, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the Services rendered by Company, (excepting Company's income taxes). Such items shall be separately stated on the Customer's invoice.
- E. For Returned Checks: The Customer will be assessed a returned check charge of \$30.00 for each check submitted by the Customer to the Company that a financial institution refuses to honor. This charge is inclusive of the bank fee plus a reasonable Company administrative fee.

3.6.3 Disputed Bills

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must pay the undisputed portion of the invoice in full and submit a documented claim for the disputed amount. The Customer shall submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within ninety (90) days of receipt of billing for those Services. Unless disputed, the invoice shall be deemed to be correct and payable in full by Customer. If the Customer is unable to resolve any dispute with the Company, then Customer may file a complaint with this Commission. The current address for filing Complaints is:

VSCC - Communications Division
Tyler Building – 9th Floor
1300 E. Main Street
Richmond, VA 23219
(804) 371-9420

If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest or penalties will apply.

SECTION 3. RULES AND REGULATIONS**3.6 Payment and Rendering of Bills (Continued)****3.6.4 Discontinuance and Restoration of Service****3.6.4.1 Cancellation by the Company**

- A. For Nonpayment: The Company may, upon ten (10) days written notice to the Customer, terminate local exchange service for failure to pay for noncompetitive regulated services including dial tone line, local usage, local exchange services such as Call Waiting and Call Forwarding, Federal Subscriber Line Charge, Federal Universal Service Fund, Telephone Relay Services, and associated services and installation charges that are regulated by the State Corporation Commission. Service will not be terminated for a customer's failure to pay for intraLATA or interLATA toll services, or other services not regulated by the State Corporation Commission. The Company will note, on the customer's bill, those services which may lead to the termination of their local exchange service for non-payment.

A customer's nonpayment of bundled services may result in disconnection of all services in the bundle. This applies to bundles which include basic telephone service as part of a basic bundle and designated other telecommunications components.

- B. or any violation of law or rules: A Customer shall be subject to discontinuance of Service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over Service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such Service.
- C. or the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of Service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.

SECTION 3. RULES AND REGULATIONS3.6 Payment and Rendering of Bills (Continued)3.6.4 Discontinuance and Restoration of Service (Continued)3.6.4.1 Cancellation by the Company (Continued)

- D. For Other Causes: A Customer shall be subject to discontinuance of Service, without notice, in the event of suspected fraud or other unlawful use of the Service, or fraud or misrepresentation in any submission of information required in a Service Order or any other information submitted to Company.
- E. For any Customer filing of bankruptcy or reorganization or failing to discharge an involuntary petition therefore within the time permitted by law: The Company may immediately discontinue or suspend Service under this tariff without incurring any liability.

3.6.4.2 Resumption of Service

If Service has been suspended for nonpayment or as otherwise provided herein and the Customer wishes it continued, Service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected to the satisfaction of Company in Company's sole and absolute discretion and Customer pays a deposit at Company's discretion. All applicable nonrecurring charges shall apply when Services are restored.

SECTION 3. RULES AND REGULATIONS

3.7 Interruptions of Service and Credit Allowances

A credit allowance will be given on a per line basis for service interruptions, defined as any period during which any line subscribed to by the Customer hereunder and/or, if applicable, Company-provided equipment attached thereto is out of service, except as specified below. Out of service conditions are defined as complete loss of data transmission capability. Credit allowances, if any, shall be deducted from the charges payable by the Customer hereunder and shall be expressly indicated on the next bill to the Customer. An interruption period begins the earlier of when the Customer reports a malfunction in Service to the Company or Company becomes independently aware of such malfunction. A malfunction period ends when the affected line and/or associated equipment is fully operative and restored to the Customer.

A. Credit allowances do not apply to interruptions:

- 1) caused by the Customer, any End User or any third party;
- 2) due to failure of power or equipment provided by the Customer or others;
- 3) during any period in which the Company is not given access to the Premises;
- 4) due to scheduled maintenance and repair; or
- 5) due to Acts of God or other events listed in section 3.4(C) preceding.

B. Interruption of Twenty-Four (24) Hour or Less - Portion of Daily Per-Line Charge

<u>Length of Service Interruption</u>	<u>Credit</u>
-Less than 4 hours	None
-4 hours up to but not including 8 hours	1/3 of day
-8 hours up to but not including 12 hours	1/2 of day
-12 hours up to but not including 16 hours	2/3 of day
-16 hours up to 24 hours	one day

Two or more Service interruptions of the same type to the same line/equipment of two (2) hours or more during any one twenty-four (24) hour period shall be considered as one interruption. In no event shall such interruption credits for any one line/equipment exceed one (1) day's fixed recurring charges for such line/equipment in any twenty-four (24) hour period.

C. Interruptions over Twenty-Four (24) Hours

Service interruptions over twenty-four (24) hours will be credited four (4) hours for each four (4) hour period or fraction thereof. No more than one (1) full day credit will be allowed for any period of twenty-four hours.

SECTION 3. RULES AND REGULATIONS

3.8 Use of Service By Others

All Service provided under this tariff is directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of Service (except in the case of a merger or sale of substantially all the assets of Customer) without the express prior written consent of the Company, and then only when such transfer or assignment can be accomplished without interruption of the use or change in the location of Service. All terms and conditions contained in this tariff shall apply to any and all such transferees or assignees. The Customer shall, unless otherwise expressly agreed by the Company in writing, remain liable for the payment of all charges due under this tariff or any applicable agreements.

3.9 Terms and Conditions

The Company shall have no responsibility with respect to billings, charges, or disputes related to Services used by the Customer which 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 disputed or discrepancies with the appropriate service provider.

3.10 Application for Service

Customers desiring to obtain Service must submit Service Orders in the form and format specified by Company.

3.10.1 Cancellation of Application for Service

If a Customer cancels a Service Order after Company has commenced installation of Service, a cancellation charge may apply.

3.10.2 Cancellation of Service

Subject to cancellation charges referenced herein, the Customer may have Service discontinued upon verbal or written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for Service furnished until the effective cancellation of Service.

3.11 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but at the Customer's request extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

SECTION 3. RULES AND REGULATIONS**3.12 Maintenance and Testing**

- A. 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.
- B. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer or End User is complying with the requirements set forth above for the installation, operation, and maintenance of Customer provided facilities, equipment, and wiring in the connection of Customer provided facilities and equipment to Company-owned facilities and equipment. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action, as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment, and personnel from harm.

3.13 Emergency Service (E/911)

- A. Enhanced 9-1-1 service" or "E-911" is a service consisting of telephone network features and Public Safety Answering Points (PSAPs) provided for Customers to reach a PSAP by dialing the digits "9-1-1." Such service automatically directs 9-1-1 emergency telephone calls to the appropriate PSAPs by selective routing based on the geographical location from which the emergency call originated and provides the capability for Automatic Number Identification and Automatic Location Identification features.
- B. All E-911 calls will be placed by the calling party via interconnection with a local exchange carrier or an interexchange carrier other than the Company. The Company cannot guarantee the completion of said E-911 call, the quality of the call or any features that may otherwise be provided with E-911 Service, except to the extent guaranteed in the Company's interconnection or resale agreements with the incumbent local exchange carrier or other facilities provider.
- C. This service is offered as an aid in handling assistance calls in connection with, fire, police and other emergencies and does not create any relationship or obligation direct or indirect, to any person. In the event of any interruption of the service, the Company shall not be liable to any person, corporation or other entity for any loss or damage in an amount greater than an amount equal to the pro rata allowance of the Tariff rate for the service or facilities provided to the Customer for the time such interruption continues, after notice to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the Customer of the service.

SECTION 3. RULES AND REGULATIONS3.13 Emergency Service (E/911) (Continued)

- D. Further, each Customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of E-911 service features and the equipment associated therewith, or by any services which are or may be furnished by the Company in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E-911 services hereunder, and which arise out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them.
- E. A 911 tax will be billed to the Customer as shown in 3.6.2.D, when imposed by the local government of the service address of the Customer.

3.14 IntraLATA and InterLATA PresubscriptionA. General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

B. Presubscription Charges

After a Customer's initial selection for a presubscribed toll carrier, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

Nonrecurring Charges

Per business or residence line, trunk, or port

Initial Line, or Trunk or Port	\$5.00
Additional Line, Trunk or Port	\$5.00

SECTION 3. RULES AND REGULATIONS**3.15 Special Construction**

A. When it is necessary for the Company to provide outside plant construction, either on a public road or on private property, which is other than that usually provided for the area and class of service furnished, the customer or other party requiring such special construction is required to pay the difference between the estimated cost of usual construction and the estimated cost of the type of construction provided under the conditions specified herein. These costs are calculated as the cost to the Company plus an administrative charge, minus any credit for salvage or reuse. Such special construction includes:

- (1) underground construction where aerial construction would usually be provided,
- (2) submarine cable,
- (3) greater quantity or a different type of facilities than that which the Company would otherwise construct in order to fulfill the customer's initial requirements for service,
- (4) routing facilities different from that which the Company would normally utilize,
- (5) expedition of the construction of facilities at greater expense that would otherwise be incurred,

B. The Company will, in all cases, bear the same amount of the cost as in the case of usual construction.

- (1) Outside Plant Construction
 - (a) On Public Roads or on Private Property

The customer or other party requiring the special construction is required to pay the difference between the total estimated cost of such special construction and the amount to be borne by the Company. All plant is maintained and replaced at the expense of the Company, except where poles or conduit are owned by the customer, in which case the customer is required to maintain such poles or conduit.

SECTION 3. RULES AND REGULATIONS3.15 Special Construction (Continued)

B. (Continued)

(1) Outside Plant Construction (Continued)

(b) Conduit and Trenching

Except as provided as usual construction by the Company, the provision, maintenance and replacement of conduit and underground construction on private property for one or more customers is the responsibility of the customer. The Company will install and maintain the associated wire facilities at its expense. The cost of conduit replacement or of opening and closing the trench in connection with the maintenance and replacement of the wire facilities shall be the responsibility of the customer.

(2) Facilities up to the Network Interface

- (a) The standard method of wiring a building or structure for telephone service is by exposed wiring. It is the responsibility of the customer to provide a means of entrance into the building which is satisfactory to the Company and to provide space for mounting the necessary terminal and station protection equipment and, where riser cable is required, a reusable means to reach each floor and each suite or office on each floor where the telephone service is desired.
- (b) Any required conduit or similar type construction involved in furnishing concealed wiring or extending wire inside the customer's premises must be installed and maintained at the expense of the customer. Such construction must be installed in a manner which is acceptable to the Company.
- (c) Where, due to the type of construction of the building or the conditions imposed by the customer, abnormal expense is incurred by the Company, the customer is required to pay the difference between the estimated expense which would normally have been incurred for the installation.

SECTION 3. RULES AND REGULATIONS3.16 700/900 Blocking Options

700/900 Blocking Options are arrangements which prevent a Customer from accessing 700 and/or 900 service telephone numbers. 700/900 Blocking Options are provided only on Local Exchange Service individual dial tone lines. 700/900 Blocking Options are only offered where the customer's serving central office is equipped with electronic switching equipment capable of providing this service. Customers may elect to block calls to 700 service telephone numbers only, 900 service telephone numbers only, or both 700 and 900 service telephone numbers.

There are no charges associated with 700/900 Blocking Options.

SECTION 4. SERVICE AREAS4.1 Service Areas and Rate Groups

ACCESS ONE, INC. provides service in the exchange areas served by the following local exchange companies:

Verizon Virginia, Inc.

A. Multizone Exchanges

The Washington Metropolitan Exchange Area (WMEA) embraces the District of Columbia and certain suburban areas in Virginia and Maryland. The WMEA comprises zones designated as follows: Alexandria -Arlington (Va.), Berwyn (Md.), Bethesda (Md.), Bowie -Glenn Dale (Md.), Capitol Heights (Md.), Clinton (Md.), Fairfax-Vienna (Va.), Falls Church-McLean (Va.), Hyattsville (Md.), Kensington (Md.), Layhill (Md.), Marlboro (Md.), Oxon Hill (Md.), Rockville (Md.), Silver Spring (Md.) and Washington (D.C.).

SECTION 5. SPECIAL ARRANGEMENTS

5.1 Individual Customer Pricing (ICP)

Arrangements may be developed on a case-by-case basis for tariffed service or services to a specific customer at rates, terms or conditions provided through an agreement instead of pursuant to tariff. The Company will maintain records of its ICP contracts for Commission review as conditions or circumstances may require.

5.2 Promotional Offerings

The Company may make promotional offerings of its tariffed services which may include reducing or waiving applicable charges for the promoted service. The Company will submit its Promotions by letter to the Commission Staff outlining the promotion, listing the tariffed item being promoted, and the promotions start and end dates in lieu of filing language in the tariff.

5.3 Special Assembly

The Company may provide a unique intrastate local service for a customer where no tariff exists for the service. The unique service can be provided via a Special Assembly. The Company will maintain records of its Special Assembly contracts for Commission review as conditions or circumstances may require.

5.4 Telecommunications Relay Service (TRS)

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider to complete such calls. The Company will impose a surcharge to all Customers at a level determined by the Commission. The customer may access TRS via the Company by either TRS's toll tree 800 number or by dialing the 711 service access code.

SECTION 6. CONNECTION CHARGES**6.1 CONNECTION CHARGES****6.1.1 General**

Connection Charges are nonrecurring charges which may apply to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with the service to which they apply or are provided in this Section.

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The Customer may be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add: The addition of a service to existing equipment and/ or service at one location.

Change: The change, including rearrangement or reclassification, of existing service at the same location.

6.1.2 Exceptions to the Connection Charge

- a) The Company may from time to time waive or reduce the connection charges as part of a promotion or trial.

6.2 RESTORAL CHARGE

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment pursuant to this tariff but before cancellation of the service.

Restoral Charge: \$187.50

SECTION 6. CONNECTION CHARGES**6.3 CHARGES ASSOCIATED WITH PREMISES VISIT****6.3.1 Premises Visit and Trouble Isolation Charge**

Premises Visit charges apply when the installation of network access facilities requires a visit to the Customer's premises. In addition, when a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

	<u>Per Visit Charge</u>
Per Premises Visit:	
- Initial 15 Minutes (or any portion thereof)	\$251.25
- Each Additional 15 Minutes (or any portion thereof)	\$31.25

6.4 RATES AND CHARGES**6.4.1 Application of Service Charges**

Charges are applicable when the Company receives or processes requests for service.

a) Service Connection Charge

A Service Connection Charge applies for the connection of each exchange line, Private Branch Exchange (PBX) trunk, and Direct or Remote Access Line connected to an Intermediary Switching Arrangement. Service Connection Charges also apply to the relocation of existing service to a different premises or building.

b) Miscellaneous Service Charge applies for:

- 1) Each port rearrangement for Central Office Local Area Network Service.
- 2) Each existing line for which a Billing Agency Code is established or changed.

SECTION 6. CONNECTION CHARGES**6.4 RATES AND CHARGES (continued)****6.4.1 Application of Service Charge (continued)****c) Customer-initiated Order Charge**

When no other Service Charge is applicable, a Customer-initiated Order Charge applies per Customer order for:

- The change of exchange line telephone numbers
- The restoration of service suspended at the request of a Customer
- The establishment of a special Calling Card billing number
- The change to a Nonlisted or Non-Published Telephone Service
- The establishment of or changes associated with Fixed Call Forwarding or for activation of a message waiting indicator.
- The establishment or change of Remote Call Forwarding
- The establishment of Three-Way Call Transfer
- The subsequent ordering of blocking of Special Connection Request Service
- The rearrangement of ports in connection with Central Office Local Area Network Service
- The Customer requested data base changes associated with Central Office Local Area Network Service
- The establishment of Line Side Answer Supervision

d) Change of Class or Grade of Service Charge

A change of Class or Grade of Service Charge applies for changes in class or grade of service.

Service Charges are in addition to all other rates and charges that may be applicable for service. Service Charges do not apply to:

- a) Visits to a Customer's premises solely for the purpose of repair, maintenance or full or partial disconnection of Company provided service and equipment and no other chargeable activity is required, excluding premises wiring.
- b) Changes in the class or grade of service necessitated by a change in central office operation, including concurrent moves or changes necessitated by the change.
- c) Customer orders when one Customer accepts service and equipment from another Customer without lapse in the rendition of service, and no other work is required.
- d) A change in telephone number when initiated by the Company.

SECTION 6. CONNECTION CHARGES

6.4 RATES AND CHARGES (continued)

6.4.1 Application of Service Charge (continued)

- e) Nonlisted or Nonpublished Telephone Service furnished to a Customer for short periods of time, usually one day, in connection with local and long distance message broadcasts of sporting events, conventions or other special events.
- f) Nonlisted or Nonpublished Telephone Service furnished to a Customer with other listed, nonlisted or nonpublished service in the same directory area.
- g) The establishment of Audiotex Call Restriction Service.
- h) Restricting a line from access to the usage capability of Custom Calling Services features that provide a per-use option.

6.4.2 Reserved For Future Use

6.4.3 Network Switched Services

Connection charges may apply when a Customer requests connection to one or more Network Switched Services as provided in Section 5 of this tariff. Orders for services for the same Customer account made at the same time for the same premises will be considered one request.

Charges may not apply if the features are ordered at the same time as other work for the same Customer account at the same premises.

6.4.4 Presubscription-2 (PIC)

Customers may be presubscribed to the carrier of their choice for both interLATA and intraLATA service. The Customer will incur a charge as provided below each time there is a change in the long distance carrier associated with the Customer's intraLATA or interLATA service after the initial installation of service. For example, if a Customer changes both its interLATA and intraLATA carriers simultaneously, a total of two (2) separate charges will apply (one for the interLATA change and one for the intraLATA change).

Non-recurring

Each Carrier Change (Per Line)	\$12.50
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SECTION 7. NETWORK SWITCHED SERVICES**7.1 GENERAL**

Network Switched Services provide a Customer with a connection to the Company's switching network which enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company's local calling service;
- c) access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 8XX NPA; and access 911 service for emergency calling; and
- d) access the services of providers of interexchange services. A Customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive toll free service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (101XXXX).

Network Switched Service is provided via one or more channels terminated at the Customer's premises. Each Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Connection charges as described in Section 4 of this tariff apply to all services on a one-time basis unless waived pursuant to this tariff or a promotional or trial offering.

7.2 SERVICE DESCRIPTIONS AND RATES

The following Access Service Options are offered:

DID Service
Local Digital PBX Trunk Service
Local ISDN PRI Service

Basic Local Line Service, Multi-Line Service, Local Analog PBX Trunk Service are offered with message rate local service.

All Network Switched Service may be connected to Customer-provided terminal equipment such as station sets, key systems, PBX systems, or facsimile machines.

Service may be arranged for two-way calling, inward calling only or outward calling only.

SECTION 7. NETWORK SWITCHED SERVICES

7.2 SERVICE DESCRIPTIONS AND RATES (continued)

7.2.1 Optional Direct Inward Dial (DID) Service Option

The DID Service Option may be purchased in conjunction with the Company's Analog Trunk Services or Digital Trunk Services. The DID Service Option transmits the dialed digits for all incoming calls thereby allowing the Customer's PBX system to route incoming calls directly to individual stations by Customer-assigned DID telephone number. Charges for the DID Service Option and blocks of telephone numbers apply in addition to the rates and charges associated with the Company's Analog Trunk Services or Digital Trunk Services. One DID Service Option charge applies for each DID-equipped Analog Trunk Service or Digital Trunk Service. The Customer must purchase at least one block of DID telephone numbers for each trunk or trunk group Hunting Arrangement or DID-equipped channel or channel group Hunting Arrangement.

1) Recurring and Nonrecurring Charges

Charges are in addition to Local Trunk services as described within this tariff. Additional nonrecurring charges may apply as described within this tariff.

	<u>Monthly Recurring</u>	<u>Non-Recurring Installation Charge</u>
DID Trunk Termination	\$14.50	\$108.00
First 20 DID Numbers (or any fraction thereof)	\$19.62	\$850.00
Additional 20 Numbers (or any fraction thereof)	\$19.62	\$23.65

7.2.2 Local Digital PBX Trunk Service

1) Description

Local Digital PBX Trunk Service provides a Customer with connection to the Company switch via a DS1 digital local loop connection operating at 1.544 Mbps and time division multiplexed into 24 digital communications channels. Digital PBX Trunks are provided for connection of Customer-provided digital PBX equipment. Each Digital PBX Trunk has the following characteristics:

Terminal Interface:	DSX-1 panel
Signaling Type:	Ground, E& M I, II, III
Start Dial Indicator:	Immediate Wink, Delay Dial, Dial Tone
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	In-Coming, Out-Going Only or Two Way, as specified by the Customer

SECTION 7. NETWORK SWITCHED SERVICES

7.2 SERVICE DESCRIPTIONS AND RATES (continued)

7.2.2 Local Digital PBX Trunk Service (continued)

2) General

Service to points within the local calling area is included in the charge for Local Digital PBX Trunk Service. Charges based on time periods and calendar days are provided herein. Nonrecurring connection and Service Order charges apply as described herein.

Optional Feature(s) -DID Service capability as described herein is available. Clear Channel capability as described in within this tariff is available. Applicable nonrecurring charges apply as described within this tariff.

3) Recurring and Nonrecurring Charges

Connection charges are applicable within this tariff. Charges for each Local Digital PBX Trunk include a monthly recurring service charge for the local T1 loop, channel termination charges, and line termination charge.

Where appropriate facilities do not exist, Special Construction charges will also apply, as described within this tariff.

	<u>Monthly Recurring</u>	<u>Non-Recurring Installation Charge</u>
Digital Local Loop/ T-1 (D. T. I. only)	\$630.00	\$500.00
Channel Activation (DID, DOD, two-way) Per Trunk	\$25.00	\$188.00
Each additional channel activated at the same time	\$25.00	\$188.00

SECTION 7. NETWORK SWITCHED SERVICES**7.2 SERVICE DESCRIPTIONS AND RATES (continued)****7.2.3 Local ISDN-PRI Service****1) General**

Local ISDN-PRI – Integrated Services Digital Network Primary Rate Interface (ISDN PRI) is a digital business service that provides PBX equipment and host computer access to a wide variety of switched services. These switched services include circuit switched voice (local calling, Message Toll Service, 800 and circuit switched data. Each ISDN PRI will allow connection of the aforementioned services via a single central office connection. This service allows PBX equipment and host computer type devices to connect to central office services in bulk quantity, rather than on a line by line or service by service basis. Local usage rates are as specified within this tariff.

Each ISDN PRI connection provides access from a Customer premises to the Company's circuit switched voice and circuit switched data via a 1.544 Mbps central office port termination and a 1.544 Mbps Digital Local Loop to the Customers premises. The Digital Local Loop is a DS1 with Clear Channel Capability. The rates and charges for the Loop are in addition to those for the ISDN PRI Port Connection. The central office port connection is provided in base capacities of twenty-three 64 Kbps "B" channels and one 64 Kbps "D" channel (23B+ D). The "D" channel is used for out-of-band signaling and control of the "B" channels. Where technology permits, "D" channels can be shared by multiple ISDN PRI's for the same Customer. "B" channels can be dedicated to each circuit switched voice and circuit switched data service by type or they can be shared among service types by using the call by call feature.

Where appropriate facilities do not exist, Special Construction charges will apply, as described within this tariff.

"B" Channel – "B" Channel (Bearer Channel) is a 64 Kbps digital channel capable of transporting circuit switched voice and circuit switched data.

"D" Channel – "D" Channel (Delta Channel) is a 64 Kbps digital channel used to transport signaling and control the B channels.

Out of Band Signaling – Out of Band Signaling is signaling that is separated from the channel carrying the circuit switched voice and data services.

SECTION 7. NETWORK SWITCHED SERVICES**7.2 SERVICE DESCRIPTIONS AND RATES (continued)****7.2.3 Local ISDN-PRI Service (continued)****1) General (continued)**

Dynamic Channel Allocation – Allows the circuit switched voice and data services enabled on the ISDN PRI to share "B" channels and arrange them as a single trunk group. This allows incoming and outgoing circuit switched voice and data calls to utilize "B" channels on a call by call basis. Without this capability, each service will have a dedicated "B" channel.

Calling Number Delivery – All calling numbers presented to the services working on ISDN PRI can be delivered to the Customer's CPE, including calls made to Direct Inward Dialing Service telephone numbers. This feature is optioned on a per ISDN PRI Port basis only and is offered in appropriately equipped central offices.

Clear Channel Capability – The "B" channels on the ISDN PRI are clear, since all signaling and control functions are handled by the "D" channel. This allows all 64 kbps on each "B" channel to be used for Customer information over the ISDN PRI connection. Calls over the network may either by 56 kbps or 64 kbps depending on the public network in place between the ISDN PRI and the distant end of the call.

Digital Voice Transmission – All voice calls are transmitted using digital signaling.

Channel Configuration – Allows some or all B Channels to be dedicated to exchange and MTS, DID, or 800 Services. Multiple dedicated trunk groups can be established on the same primary port or group of primary ports.

Direct Inward Dialing Signal – Permits incoming dialed calls from the exchange network to reach a specific number serviced by Customer-premises equipment (CPE) without the assistance of an attendant. It also provides for the unique identification of the call based on digits sent to the CPE by the central office. The central office will output digits to the CPE which can further process the calls as desired. Charges associated with blocks of DID numbers are located within this tariff.

Equal Access – Allows the Customer to preselect an Intra and Interexchange Carrier for each circuit switched voice or circuit switched data trunk group. The carrier designation can be changed for applicable charges as shown within this tariff.

SECTION 7. NETWORK SWITCHED SERVICES

7.2 SERVICE DESCRIPTIONS AND RATES (continued)

7.2.3 Local ISDN-PRI Service (continued)

2) Recurring and Nonrecurring Charges

Local ISDN-PRI Service Arrangement:

	<u>Monthly Recurring</u>	<u>Non-Recurring Installation Charge</u>
Digital Local Loop/ Primary Rate Access Facility/ Per PRI	\$250.00	\$500.00
PRI Interface Arrangement		
23B+ D channels, per PRI	\$589.00	\$500.00
24B channels, per PRI	\$589.00	\$500.00
23B+ Backup D channels, per PRI	\$589.00	\$500.00
(required when more than 47B channels are controlled by a single D channel)		
PRI Reconfiguration Charges/ Add change to existing trunk group, addition of new trunk group, per occasion		\$188.00
Change in D-channel configuration, per occasion		\$188.00

Local ISDN-PRI Custom Calling Charges:

	<u>Monthly Recurring</u>	<u>Non-Recurring Installation Charge</u>
Optional Service Feature Package/ Includes both Calling Line ID and Call- By-Call Service Selection, per PRI	\$243.00	\$188.00
Calling Line Identification/ Shows the Directory number of the calling party, per PRI	\$243.00	\$188.00
Call-By-Call Service Selection/ B channels may be configured to access multiple services on a per call basis, per PRI	\$94.00	\$188.00
Individual Additional Telephone Numbers/ Each additional telephone number excluding DID numbers	\$4.00	\$188.00

SECTION 7. NETWORK SWITCHED SERVICES
7.2 SERVICE DESCRIPTIONS AND RATES (continued)**7.2.4 Integrated Access Service**

Integrated Access Service provides a customer channelized high capacity (1.544 Mbps) facility¹ between a customer premises and its serving office for connection to services provided by the Company. Integrated Access Service allows a customer to integrate voice and data services on a single high capacity facility. The service characteristics and capabilities of the voice services described in this Section are as described in this tariff for multi line business service.

The customer selects a package of 12, 16, 20, or 23 voice lines for local exchange access. The balance of the facility's capacity is available for data applications. The rates herein are for the portion of the service dedicated to voice applications. Charges for nonregulated services and options will apply. Discounts for customers also subscribing to the Company's long distance service offerings may be available. The charges for voice lines are inclusive of appropriate End User Common Line Charges (EUCL).

Customers must sign a minimum one (1) year term agreement for Integrated Access Service. Full termination liabilities are assessed for early termination of service.

Monthly Recurring Charges:

	Voice Channels			
	<u>12</u>	<u>16</u>	<u>20</u>	<u>23</u>
VA	\$1,657.00	\$1,735.00	\$1,833.00	\$1,968.00

¹

Integrated Access Service will be delivered to customers over T-1 or HDSL access. The decision to use HDSL vs. T-1 is an engineering and provisioning decision made solely at the discretion of the Company and is made based on the availability of HDSL facilities. Customers who fall within reach of an Company HDSL-equipped collocation may have Integrated Access delivered to them via HDSL.

SECTION 8. SUPPLEMENTAL SERVICES**8.1 CENTRAL OFFICE, LINE AND TRUNK FEATURES****8.1.1 General**

The features in this Section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

Central Office Calling Features are optional features of central office services furnished to individual line end users. The Company may furnish Central Office Calling Features where there is available central office equipment with the proper program updates as determined by the Company. Central Office Calling Features are only provided for basic access line services. The Customer will be billed a charge for each change made to features or a group of features included in the Customer's service.

8.1.2 Description of Line and/ or Trunk Features

The following features are for end user lines:

Call Forwarding Busy Line – This feature automatically reroutes an incoming call to a Customer predesignated number when the called number is busy.

Call Forwarding Busy Line/Don't Answer – This feature automatically reroutes an incoming call to a Customer predesignated number when the called number is busy or when the called number does not answer within the number of rings programmed by the Company.

Call Forwarding Don't Answer -This feature automatically reroutes an incoming call to a Customer predesignated number when the called number does not answer within the number of rings programmed by the Company.

Call Forwarding Variable -Call Forwarding, when activated, redirects attempted terminating calls to another Customer-specific line. The Customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding.

The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding is billed for the forwarded leg of the call.

SECTION 8. SUPPLEMENTAL SERVICES**8.1 CENTRAL OFFICE, LINE AND TRUNK FEATURES (continued)****8.1.2 Description of Line and/ or Trunk Features (continued)**

Call Trace -Allows a Customer to trace the most recent incoming call by dialing a code to automatically request that the Company record a caller's originating telephone number and the date and time of the call as well as the date and time the Customer initiated trace. The information is disclosed only to a law enforcement agency for investigation and case preparation purposes.

Call Waiting/Cancel Call Waiting -Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

Caller ID -Allows the subscriber to view the listed telephone number from which the incoming call is dialed before the call is answered. The calling number is displayed on a Customer provided compatible device attached to the Customer's telephone line.

Caller ID Deluxe -Allows subscriber to view listed name associated with the telephone number before the phone is answered. The calling number and name are displayed on a Customer provided compatible display device attached to the Customer's telephone line.

Remote Access to Call Forwarding – This feature combines call forwarding with remote access capability. In addition to the current call forwarding feature-access method, the Remote Access Call Forwarding feature provides Customers access from any tone-type address signaling capable telephone. The Customer dials a remote access directory number and then is guided by voice messages to enter their home or office telephone number equipped with the Remote Access Call Forwarding feature, a Personal Identification Number (PIN) and a feature code.

Repeat Call -This Automatic Redial feature allows a Customer to automatically redial the last number dialed. This is accomplished by the Customer activating a code. The network periodically tests the busy/ free status of the called line for up to 30 minutes until both lines are found free and then redials the call for the Customer.

Repeat Call feature also allows Customers, having reached a busy number, to dial a code before hanging up. Repeat Dialing feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the call is automatically redialed and the Customer is notified of the connected call via a distinctive ring.

SECTION 8. SUPPLEMENTAL SERVICES

8.1 CENTRAL OFFICE, LINE AND TRUNK FEATURES (continued)

8.1.2 Description of Line and/ or Trunk Features (continued)

The following types of calls cannot be accessed with Repeat Call:

- Calls preceded by an interexchange carrier access code
- Calls to 900 and 976 Service numbers
- Calls to 911 -Calls to Directory Assistance
- Calls to toll free 8XX Service numbers
- International Direct Distance Dialed calls

Return Call -Allows the subscriber to automatically redial the number of the last incoming call whether answered or not.

Caller ID Per-Call Blocking (PCB) -This blocking option will allow callers to block the passage of their telephone numbers and/ or names on outgoing calls by dialing a special code, prior to making each call.

Caller ID Per-Line Blocking (PLB) -Caller ID Per-Line Blocking will allow callers to automatically prevent the display of their telephone numbers and/ or names on a permanent basis unless the service is deactivated, on a per call basis, by dialing a special code.

Special Ring – This feature allows a Customer to have up to three (3) separate telephone numbers assigned to one local exchange line. Each telephone number will provide a distinctive ring on incoming calls to allow for identification of the incoming call. A distinctive call waiting tone for each telephone number will be provided, where facilities permit, to Customers also subscribing to call waiting.

Speed Dial 30 -Allows placing calls to thirty (30) other phone numbers by dialing a one or two digit code rather than the complete phone number.

Speed Dial 8 -Allows placing calls to eight (8) other phone numbers by dialing a one or two digit code rather than the complete phone number.

Three Way Calling/Call Hold -The Three Way Calling feature allows a Customer to add a third party to an existing two-way call and form a 3-way call. The call must have been originated from outside the station group and terminate to a station within the station group. The Call Hold feature allows a Customer to put any in-progress call on hold by flashing the switchhook and dialing a code. This frees the line to allow the Customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the original call.

Message Waiting Indicator -Stutter dial tone indicates that a message is waiting. Associated with subscribers of the Company voice mail services.

SECTION 8. SUPPLEMENTAL SERVICES**8.2 DIRECTORY ASSISTANCE SERVICE****8.2.1 General**

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service.

8.2.2 Description

The Company furnishes directory assistance service to aid Customers in determining telephone numbers. No more than two (2) telephone numbers may be requested per call to directory assistance service.

Rates apply when Customers request Company assistance in determining telephone numbers of Customers who are located in the local service area of the Washington Zone. A call to directory assistance is considered completed whether or not the numbers requested are available from directory assistance records, or the information requested is normally provided by directory assistance.

8.2.3 Exemptions

Charges for Directory Assistance Service are not applicable to calls placed by persons who affirm in writing to the Company that a visual or physical handicap prevents them from using a telephone directory. This exemption includes Directory Assistance Service calls placed from a handicapped person's household, a business telephone service used exclusively by a handicapped person, and calls placed by use of a calling card furnished to handicapped Customers who indicate a need to use other telephones when away from their residence.

Handicapped Customers will be exempted from charges for Directory Assistance Service by means of the completion of an exemption form supplied by the Company. The handicapped Customer should notify the Company to make arrangements to be exempted.

The Company will provide a form to be signed by the Customer or the Customer's representative which when returned will establish the exemption. In addition, the Company will accept lists of handicapped Customers furnished by organizations and agencies which assist the handicapped as a substitute for individual written notification.

8.2.4 Regulations

For calls placed through a Company operator, the Operator Assisted Local Call Charge tariff applies. Operator Assisted Local Call Charge will not apply in the following cases:

- A. To reach the called Directory Assistance Service number when attempts by the Customer to direct dial such a call cannot be completed.

SECTION 8. SUPPLEMENTAL SERVICES

8.2 DIRECTORY ASSISTANCE SERVICE (continued)

8.2.5 Rates

Non-recurring Charge

Business Directory Assistance Service Calls, per call	\$2.00
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8.3 RESERVED FOR FUTURE USE

8.4 NUMBER TO NUMBER REFERRAL SERVICE

Number to Number Referral Service provides a recorded announcement that states the line number status and a referral number for calls placed to a disconnected or changed business line number.

Charges apply after the basic referral period. The basic referral period is not until a new local directory is published.

Monthly Recurring Charges

Referral Service, per number	\$49.00
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8.5 RESERVED FOR FUTURE USE

8.6 DIRECTORY LISTING SERVICES

8.6.1 Directory Listing Definitions

Primary Listing -One listing, termed the primary listing, is included with each Customer's service with the primary line of a line hunting group at no charge.

Non-Listed Listing – A Non-Listed Listing will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party.

Non-Published Listing -A Non-Published Listing will be furnished at the Customer's request. A Non-Published Listing is not listed in the telephone Company's directories, or on directory assistance records. Listing information (name, address and number) on a Non-Published Listing is not available to the general public. Charges for a Non-Published Listing are specified herein.

Additional Listing -Regular additional listings are available only in the names of authorized users of the customer's service. All listings are of the same address and telephone number as the primary listing, except as provided for joint user and alternate number listings.

SECTION 8. SUPPLEMENTAL SERVICES

8.6 DIRECTORY LISTING SERVICES (continued)

8.6.2 Directory Listing Rates

	<u>Monthly Recurring Per Listing</u>
Primary Listing	N/ C
Non-Listed Listing	\$0.84
Non-Published Listing	\$1.58
Additional Listing	\$3.34

8.7 RESERVED FOR FUTURE USE

8.8 RESERVED FOR FUTURE USE

8.9 LOCAL NUMBER PORTABILITY

Provides ability for Customers to retain their existing telephone number when moving to a new service provider.

	<u>Monthly Recurring</u>
Local Number Portability (per number)	N/C

8.10 CUSTOMER REQUESTED TEMPORARY SUSPENSION

Customer Requested Temporary Suspension provides the ability for Customers to temporarily suspend their telephone service and retain their telephone number. The minimum period for this service is one (1) month and the maximum period is six (6) months. The Customer will be charged ½ of the normal line rate during the period of temporary suspension. All other charges will be applied at the normal rate.

SECTION 9. LOCAL CALLING CHARGES**9.1 LOCAL SERVICES – USAGE BASED****9.1.1 Rates and Charges and Time Periods**

Usage charges are based on usage used or billed on the Company's network. Chargeable time for the Customer shall begin when the called party answers and shall end upon disconnection by either party. Local calls are billed on the basis of Local Message Rate Service. For Local Message Rate Service, all local calls are charged one rate which is not time-sensitive.

9.1.2 Local Calling

Local Calling Services -This Section contains a general description of the local usage service offered by the Company and the rates and charges applicable to such service. The Company provides switched, telephonic-quality voice and data transmission services that enable Customers and Authorized Users to communicate on a real-time basis between points within local exchange service areas within this jurisdiction, as well as ancillary services that facilitate the use or expand the capabilities of switched communications services. Services will be provided through the use of the Company's switches, through the use of Unbundled Network Elements (“UNEs”), Resold Services and through the use of Company Facilities.

9.2 BUSINESS LOCAL EXCHANGE RATES

The following Usage Charges apply:

Message Rate Per Message	\$0.082
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SECTION 9. LOCAL CALLING CHARGES**9.3 GENERAL AVAILABILITY**

Each Exchange Access Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time. Exchange Access Service provides Customers and Authorized Users with access to the Public Switched Network (PSN) along with a numeric address on the PSN and generally enables the Customer to perform the following:

- a) place calls to other stations on or connected to the PSN;
- b) receive calls from other stations on or connected to the PSN;
- c) access the Company's Local Calling Services and other services as set forth in this tariff;
- d) access interexchange calling services of the Company and of other carriers;
- e) access operators and business offices for service-related assistance;
- f) access Directory Assistance;
- g) access toll-free telecommunications services such as 800/ 888 NPA;
- h) access 911/ E911 services for emergency calling;
- i) access Telecommunications Relay Service;
- j) access other services authorized by the Commission and the Federal Communications Commission.