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October 1, 2013

Via E-Mail - ndpsc@nd.gov

Ms. Illona A. Jeffcoat-Sacco
Executive Secretary
North Dakota Public Service Commission
State Capitol Building
600 East Boulevard
Bismarck, ND 58505

Re: **Teleport Communications America, LLC's Access Services Tariff**

Dear Ms. Jeffcoat-Sacco:

Enclosed for filing is the Access Services Tariff for Teleport Communications America, LLC (TCAL). This tariff replaces the Access Services Tariff of TC Systems, Inc. in its entirety. This filing simply changes the name from TC Systems Inc. to Teleport Communications America, LLC; everything else remains the same.

The pages of Teleport Communications America, LLC's Tariff are enclosed and listed as attachments on the following pages.

AT&T requests a filing date of October 1, 2013 and an effective date of November 1, 2013.

Please contact me if you have any questions or concerns at (303) 299-5703.

Sincerely,

Jon Blessing
Area Manager
AT&T External Affairs

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TITLE PAGE

SCHEDULE

FOR

TELEPORT COMMUNICATIONS AMERICA, LLC

ACCESS SERVICES

INCLUDING REGULATIONS AND SCHEDULES OF RATES

APPLYING IN THE STATE OF NORTH DAKOTA

Effective November 1, 2013, the Teleport Communications America, LLC, Access Services Tariff hereby supersedes and replaces the TC Systems, Inc. Access Services Tariff in its entirety.

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PREFACE

EXPLANATION OF SYMBOLS - Coding of Tariff Revisions

Revisions to this Tariff are coded through the use of symbols. These symbols appear in the right margin of the page. The symbols and their meanings are:

C - Change in rate schedule or term or condition.
D - Discontinued rate or term or condition.
N - New rate or term or condition.
T - Change in text; no change in rate or term or condition.

Other margin codes are used to direct the Tariff reader to a footnote for specific information. These codes may appear beside the page revision number in the page header or in the right margin opposite specific text.

TRADEMARKS AND SERVICE MARKS

The following marks, to the extent, if any, used throughout this Tariff are trademarks or service marks of Teleport Communications America, LLC.

Trademarks	Service Marks
NONE	NONE

PREFACE

TECHNICAL PUBLICATION INFORMATION

The issue and availability dates of the Technical Publications referenced in this Tariff are as follows:

Publication Number	Issue Date	Date Available to Public
AS No. 1, Issue II	May 1984	May 1984
GR-334-CORE	June 1994	June 1994

Publication AS No. 1, Issue II may be obtained from the National Exchange Carrier Association, Inc., Director, Tariff and Regulatory Matters, 100 So. Jefferson Road, Whippany, NJ 07981. Publication GR-334-CORE may be obtained from Telecordia Technologies, Inc., 8 Corporate Place, Piscataway, NJ 08854, and the FCC's commercial contractor.

CONCURRING CARRIERS, CONNECTING CARRIERS and OTHER PARTICIPATING CARRIERS

There are no Concurring, Connecting or Other Participating Carriers.

PREFACE

EXPLANATION OF ABBREVIATIONS

BNA	Billing Name and Address
BP	Billing Percentage
CLEC	Competitive Local Exchange Carrier
CLLI	Common Language Location Identifier
CO	Central Office
Cont'd	Continued
FCC or F.C.C.	Federal Communications Commission
ICB	Individual Case Basis
ILNP	Interim Local Number Portability
IXC	Interexchange Carrier or Interexchange Common Carrier
LATA	Local Access and Transport Area
Mbps	Megabits per second
MECAB	Multiple Exchange Carrier Access Billing
MECOD	Multiple Exchange Carrier Ordering and Design
NIS	Network Interconnection Services
NPA	Numbering Plan Area
NXX	Three Digit Central Office Prefix
PIU	Percent of Interstate Use
PLSU	Percent Local Signaling Use
PLU	Percent Local Usage
POI	Point of Interconnection
POT	Point of Termination
SS7	Signaling System 7
STP	Signal Transfer Point
SWC	Serving Wire Center
U.S.	United States
USOC	Uniform Service Order Code
V&H	Vertical and Horizontal

PREFACE

DEFINITIONS

Access Minutes

For the purpose of calculating chargeable usage, the term "Access Minutes" denotes Customer usage, in minutes of use, of Access Service in the provision of intrastate service. Unless otherwise provided in this Tariff, on the originating end of an intrastate Call, usage is measured from the time the originating End User's Call is delivered by the Company to and acknowledged as received by the Customer's facilities connected with the originating exchange, and on the terminating end of an intrastate Call, usage is measured from the time the Call is received by the End User in the terminating exchange. Unless otherwise provided in this Tariff, timing of usage at both originating and terminating ends of an intrastate Call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating exchanges, as applicable.

Access Service

The term "Access Service" denotes the use of the network or facilities of the Company to enable a Customer to terminate a Call. Notwithstanding the foregoing, Access Service does not include any service that constitutes Network Interconnection Service.

Access Tandem

The term "Access Tandem" denotes a switching system which provides a concentration and distribution function for originating and terminating traffic between the Customer Premises and End Offices that are served by such Access Tandem.

Affiliate

The term "Affiliate" denotes a person or entity that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person or entity. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of 50 percent or more.

PREFACE

DEFINITIONS (continued)

Business Day

The term "Business Day" denotes the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 a.m. to 5:00 or 6:00 p.m., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, Business Day hours for the Company may vary based on Company policy, union contract and location.

Call

The term "Call" denotes an End User or Customer attempt for which complete address information (e.g., 7 or 10 digits) is provided to the serving dial tone office.

Carrier or Common Carrier

The term Carrier or Common Carrier denotes a Local Exchange Carrier or Interexchange Carrier.

Central Office

See End Office.

Central Office Prefix

The term Central Office Prefix denotes the first three digits (NXX) of the seven digit telephone number assigned to an End User's Local Exchange Service.

Channelize

The term Channelize denotes the process of multiplexing/demultiplexing wider bandwidth or higher speed channels into narrower bandwidth or lower speed channels.

Communications System

The term Communications System denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

PREFACE

DEFINITIONS (continued)

Company

The term Company denotes Teleport Communications America, LLC, which is the issuer of this Tariff.

Customer(s)

The term Customer(s) denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this Tariff.

Customer Premises

The term Customer Premises denotes the premises designated or used by the Customer for the provision of Access Service.

Dial Around Service

Dial Around Service allows an End User to reach a non-presubscribed Interexchange Carrier via dialing 10XXX or 101XXXX.

DS1 Facility

The term DS1 Facility denotes a facility that is capable of transmitting electrical signals at a nominal rate of 1.544 Mbps, with the capability to channelize up to 24 voice-frequency transmission paths.

DS3 Facility

The term DS3 Facility denotes a facility that is capable of transmitting electrical or optical signals at a nominal rate of 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths.

PREFACE

DEFINITIONS (continued)

End Office

The term "End Office" denotes a Company switching system where Local Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks.

End User

The term End User means any customer of an interstate or foreign telecommunications service that is not a carrier, except that a carrier other than a telephone company shall be deemed to be an End User when such carrier uses a telecommunications service for administrative purposes, and a person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller.

Exchange

The term Exchange denotes a unit established by the Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. The exchange includes any Extended Area Service area that is an enlargement of the Company's exchange area to include nearby exchanges.

First Point of Switching

The term First Point of Switching denotes the first Company location at which switching occurs on the terminating path of a Call proceeding from the Customer Premises to the terminating End Office and, at the same time, the last Company location at which switching occurs on the originating path of a Call proceeding from the originating End Office to the Customer Premises.

PREFACE

DEFINITIONS (continued)

Immediately Available funds in U.S. dollars

The term Immediately Available funds in U.S. dollars denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

Incumbent Local Exchange Carrier (ILEC)

The term Incumbent Local Exchange Carrier shall mean any Carrier that constitutes an incumbent local exchange carrier pursuant to Section 251(h)(1) of the Communications Act of 1934 or that is treated as an incumbent local exchange carrier pursuant to Section 251(h)(2) of the Communications Act of 1934.

Individual Case Basis (ICB)

The term Individual Case Basis denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this Tariff are developed based on the circumstances in each case.

Interconnection Agreement

The term Interconnection Agreement denotes a lawful written agreement between the Company and a Local Exchange Carrier relating to the mutual termination of Local Traffic.

Interexchange Carrier (IXC) or Interexchange Common Carrier

The terms Interexchange Carrier (IXC) or Interexchange Common Carrier denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate communication by fiber optics, wire or radio or any suitable technology or combination of technologies, between two or more exchanges.

PREFACE

DEFINITIONS (continued)

Intermediate Carrier

The term Intermediate Carrier denotes another carrier with which the Company has made an arrangement under which the carrier will provide services that may include, without limitation, data base, switching and/or transport services in connection with Calls and is authorized by the Company to bill the Customer for all access services under the carrier's tariff or Service Guide, as if all such services had been provided by the carrier.

Interstate Communications

The term Interstate Communications denotes both interstate and foreign communications.

Intrastate Communications

The term Intrastate Communications denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Legal Holiday

The term Legal Holiday denotes a day other than a Saturday or Sunday for which the Company is normally closed.

Local Access and Transport Area (LATA)

The term "Local Access and Transport Area" denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Exchange Carrier

The term Local Exchange Carrier denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in providing Local Exchange Service.

PREFACE

DEFINITIONS (continued)

Local Exchange Service

The term Local Exchange Service denotes a service which provides for exchange telephone communication within a local calling area.

Local Traffic

For the purposes of this Tariff, the term Local Traffic means calls that originate and terminate within the territory agreed to by the Company and a Customer in an Interconnection Agreement as the territory within which Calls subject to the reciprocal compensation provisions of the Interconnection Agreement are originated and terminated. Local Traffic shall also be subject to any other restrictions specified in an Interconnection Agreement.

Major Fraction Thereof

The term "Major Fraction Thereof" denotes any period of time in excess of 1/2 of the stated amount of time. As an example, in considering a period of 24 hours, a Major Fraction Thereof would be any period of time in excess of 12 hours exactly.

Mutual Traffic Exchange

The term Mutual Traffic Exchange denotes a compensation arrangement between the Company and a Customer where each party agrees to terminate on its network Local Traffic originated on the other party's network without charge to each other (also known as a Bill and Keep arrangement).

Network Interconnection Services (NIS)

The term "Network Interconnection Services" (NIS) denotes the use of the network or facilities of the Company to enable a Local Exchange Carrier to terminate Local Traffic.

North American Numbering Plan

The term North American Numbering Plan denotes a three-digit area code (Numbering Plan Area - NPA) and a seven-digit telephone number made up of a three-digit Central Office prefix plus a four-digit station number.

PREFACE

DEFINITIONS (continued)

Off-hook

The term Off-hook denotes the active condition of a Local Exchange Service line.

On-hook

The term On-hook denotes the idle condition of a Local Exchange Service line.

Originating Direction

The term Originating Direction denotes the use of a service for the completion of calls from an End User Premises to a Customer Premises or Point of Interconnection.

Percent of Interstate Use (PIU)

The term Percent of Interstate Use (PIU) denotes the percent of interstate usage on lines or trunks carrying interstate and intrastate calls.

Point of Interconnection (POI)

The term Point of Interconnection (POI) denotes a place where the Company's and a Customer's networks physically connect for the purpose of exchanging (1) in the case of NIS, Local Traffic, and (2) in the case of Access Services, traffic originated by or terminating to End Users.

Point of Termination (POT)

Any entrance cable or drop wiring and wire or intra-building cable to that point where provision is made for termination of the Company's outside distribution network facilities at a suitable location at a Customer Premises. Such wiring or cable will be installed by the Company.

PREFACE

DEFINITIONS (continued)

Premises

The term Premises denotes a building, a portion of a building in a multitenant building or buildings on continuous property (except Railroad Right-of-Way, etc.) not separated by a public thoroughfare.

Serving Wire Center

The term Serving Wire Center denotes the wire center from which the Customer Premises would normally obtain dial tone from a telephone company providing access service to such premises.

Signaling System 7 (SS7)

The term Signaling System 7 (SS7) denotes the common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Telecommunications Service

The term Telecommunications Service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Terminating Direction

The term Terminating Direction denotes the use of a service for the completion of calls from a Customer Premises or Point of Interconnection to an End User Premises.

Toll Free (8YY) Service

Toll Free (8YY) Service is a telecommunications service which permits inward calling between a location associated with an access line in one area and locations in diverse geographical service areas specified by the owner of the Toll Free (8YY) number. The Call is without charge to the calling party. The owner of the Toll Free (8YY) number is responsible for the access charges associated with the service.

PREFACE

DEFINITIONS (continued)

Transmission Path

The Transmission Path denotes an electrical path capable of transmitting signals within the range of the service offering, e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant typically used in the telecommunications industry.

Trunk

The term Trunk denotes a communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group

The term Trunk Group denotes a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

V and H Coordinates Method

The term V and H Coordinates Method denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

Wire Center

The term Wire Center denotes a building in which one or more central offices, or access tandems are located.

1. APPLICATION OF TARIFF

1.1. APPLICATION

1.1.1. General

This Tariff contains regulations, rates and charges applicable to the provision of intrastate Access Services provided to Customers by Teleport Communications America, LLC, hereinafter referred to as the Company.

The provision of such services by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

The locations served by the Company and the services available are as set forth in Section 2.8.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.1 Scope

A. The Company does not undertake to transmit messages under this Tariff.

B. The Company shall be responsible only for the installation, operation and maintenance of the services it provides.

C. The Company will, for maintenance purposes, test its service only to the extent necessary to detect and/or clear troubles.

D. Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this Tariff.

E. The Company does not warrant that its facilities and services meet standards other than those set forth in this Tariff.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.2 Limitations

A. Assignment or Transfer of Services

The Customer may assign or transfer the use of services provided under this Tariff only where there is no interruption of use or relocation of the services. Such assignment or transfer may be made to:

1. another Customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or

2. a court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer. This acknowledgment shall be made within 15 days from receipt of written notification.

All regulations and conditions contained in this Tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.2 Limitations (continued)

B. Use and Restoration of Services

The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

C. Reserved for Future Use

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.3 Liability

A. Limits of Liability

The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected.

B. Acts or Omissions

The Company shall not be liable for any act or omission of any other Carrier or Customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other Carrier or Customer providing a portion of a service.

C. Damages to Customer or End User Premises

The Company is not liable for damages to the Customer Premises or any End User Premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.

D. Explosive Atmospheres

The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from any and all claims by any person relating to such Customer's use of services so provided.

E. No License Granted

No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff. The Company will defend the Customer against claims of patent infringement arising solely from the use by the Customer of services offered under this Tariff and will indemnify such Customer for any damages awarded based solely on such claims.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.3 Liability (continued)

F. Circumstances Beyond the Company's Control

The Company's failure to provide or maintain services under this Tariff shall be excused by labor difficulties, governmental orders, acts or omissions of sub-contractors or suppliers, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.

G. Commission Determination

The above tariff language (and any and all language which appears in this Tariff addressing liability of the Company or its Customers) does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and any direct, indirect and consequential damage claims.

H. Force Majeure

The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its reasonable control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.4 Provision of Services

The Company will provide to the Customer, at the Customer's request upon reasonable notice, services offered in this Tariff. Services will be made available to the extent that such services are or can be made available with reasonable effort, and the Company determines in its discretion that sufficient capacity and facilities are available to allow for the provision of such services.

2.1.5 Reserved for Future Use

2.1.6 Reserved for Future Use

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business, substitute, change or rearrange any Company facilities used in providing service under this Tariff. Such actions may include, without limitation:

- substitution of fiber or optical facilities,
- change of minimum protection criteria,
- change of operating or maintenance characteristics of facilities, or
- change of operations or procedures of the Company.

In case of any such substitution, change or rearrangement, the transmission parameters will be within the range set forth in applicable sections of this Tariff. The Company shall not be responsible if any such substitution, change or rearrangement renders any Customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the Customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the Customer to determine reasonable notification procedures.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.8 Refusal and Discontinuance of Service

A. If a Customer fails to comply with 2.3.1, 2.3.4, 2.3.5, 2.4 or 2.5 following, including any Customer's failure to make payments on the date and times therein specified, the Company may, on thirty (30) days written notice to the Customer, take the following actions:

- refuse additional applications for service from the Customer and/or;
- refuse to complete any pending service orders from the Customer, and/or;
- discontinue the provision of service to the Customer.

In the case of discontinuance all applicable charges, including termination charges, shall become due.

B. If a Customer or Customer's End User fails to comply with 2.2.2 following, the Company may, on its own initiative or upon written request from a Customer, an End User or another Carrier, terminate service to any Customer or End User identified as having utilized service provided under this Tariff in the completion of abusive or unlawful telephone calls. Service shall be terminated by the Company as provided for in its local exchange service tariffs or Service Guides.

In such instances when termination occurs pursuant to a request, the Company shall be indemnified, defended and held harmless by any Customer, End User or other Carrier requesting termination of service against any suit, claim, loss or damage, including punitive damages, attorney fees and court costs, arising from the Company's actions in terminating such service, unless caused by the Company's sole negligence.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.8 Refusal and Discontinuance of Service (continued)

C. Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R. Section 68.108, if the Customer fails to comply with 2.2.1 following, the Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, the Company may temporarily discontinue service forthwith if such action is reasonable in the circumstances. In case of such temporary discontinuance, the Customer will be notified promptly and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.

D. If the Company does not refuse additional applications for service and/or does not discontinue the provision of the services as specified for herein, and the Customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service and/or to discontinue the provision of the services to the non-complying Customer without further notice.

E. The Company may immediately, and without notice, discontinue the furnishing of any and/or all services to the Customer if the Company deems that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, other customers, facilities or services. The Company may discontinue service under this Section 2.1.8.E, if the Company determines that a Customer is using, or attempting to use, the services with the intent to avoid the payment, either in whole or in part, of any of the Company's tariffed charges by:

- Using or attempting to use service by rearranging, tampering with, or making connections not authorized by this Tariff to the Company's service, or

- Using fraudulent means or devices, tricks, false or invalid numbers, false credit devices, or electronic devices, whether directed at the Company or others, or

- Using any fraudulent means or devices.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.9 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to the following:

- equipment or facilities additions,
- removal or rearrangements,
- routine preventative maintenance, and
- major switching machine change-out

Generally, such activities are not individual Customer service specific, but may affect many Customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements.

2.1.10 Coordination with Respect to Network Contingencies

The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (continued)

2.1.11 Provision and Ownership of Telephone Numbers

The Company reserves the right to assign, designate or change telephone numbers, any other call number designations associated with services provided under this Tariff, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary for the Company to make a change in such number(s), the Company will furnish to the Customer six (6) months notice, by Certified U.S. Mail of the effective date and an explanation of the reason(s) for such change(s).

2.1.12 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company network. The Company maintains the right to apply protective controls over any traffic carried over its network, including that associated with Access Services or Network Interconnection Services. Generally, protective measures (such as those actions which selectively cancel the completion of traffic) would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

2. GENERAL REGULATIONS

2.2 USE

2.2.1 Interference or Impairment

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this Tariff shall not:

- interfere with or impair service over any facilities of the Company, its affiliated companies, or its connecting and concurring carriers involved in its services,
- cause damage to their plant,
- impair the privacy of any communications carried over their facilities, or
- create hazards to the employees of any of them or to the public.

2.2.2 Unlawful and Abusive Use

The service provided under this Tariff shall not be used for an unlawful purpose or used in an abusive manner.

Abusive use includes:

- The use of the service of the Company for a call or calls, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another;

- The use of the service in such a manner as to interfere with the use of the service by one or more other Customers or End Users.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.1 Damages

The Customer shall reimburse the Company for damages to Company facilities or the facilities of any third party utilized to provide services under this Tariff caused by the negligence or willful act of the Customer or resulting from the Customer's improper use of such facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one Customer liable for another Customer's actions. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

2.3.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this Tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period. The equipment shall be returned in as good condition, as reasonable wear will permit.

2.3.3 Reserved for Future Use

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.4 Availability for Testing

Access to facilities used to provide services under this Tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. As set forth in 2.4.5.C.4. following, no credit will be allowed for any interruptions involved during such tests and adjustments.

2.3.5 Design of Customer Services

Subject to the provisions of 2.1.7. preceding, the Customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the Company's facilities.

Customer services must be designed and maintained, and sufficient services ordered from the Company, so that the following grades of service are maintained on the Customer's Access Service or Network Interconnection Service trunks:

- For traffic routed via Access Tandems: P.005
- For traffic routed directly to End Offices: P.01

2.3.6 References to the Company

The Customer may advise End Users that certain services are provided by the Company in connection with the service the Customer furnishes to End Users; however, the Customer shall not represent that the Company jointly participates in the Customer's services.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.7 Indemnification of the Company

A. By the Customer

1. With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this Tariff, any circuit, apparatus, system or method provided by the Customer.

2. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses and damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's circuits, facilities, or equipment connected to the Company's services provided under this Tariff including, without limitation, Worker's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this Tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortuous conduct of the Customer, its officers, agents or employees.

3. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the Customer or third parties arising out of any act or omission of the Customer in the course of using services provided under this Tariff.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.7 Indemnification of the Company (continued)

B. By the End User

1. With respect to claims of patent infringement made by third persons, the End User shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this Tariff, any circuit, apparatus, system or method provided by the End User.

2. The End User shall defend, indemnify and save harmless the Company from and against any suits, claims, losses and damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the End User's circuits, facilities, or equipment connected to the Company's services provided under this Tariff including, without limitation, Worker's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the End User's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the End User to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this Tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortuous conduct of the End User, its officers, agents or employees.

3. The End User shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the End User or third parties arising out of any act or omission of the End User in the course of using services provided under this Tariff.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.8 Coordination with Respect to Network Contingencies

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2.3.9 Jurisdictional Report Requirements

A. General

The Company cannot in all cases determine the jurisdictional nature of Customer traffic and its related access minutes. In such cases the Customer shall be requested to provide a projected estimate of its split between the interstate and intrastate jurisdictions. The following regulations govern such estimates and their reporting by the Customer.

Pursuant to Federal Communications Commission Order FCC 85-145 released April 16, 1985, interstate usage is to be developed as though every call that enters a Customer network at a point within the same state as that in which the called station (as designated by the called station telephone number) is situated is an intrastate communication and every call for which the point of entry is a state other than that where the called station (as designated by the called station telephone number) is situated is an intrastate communication.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.9 Jurisdictional Report Requirements (continued)

A. General (continued)

1. Jurisdictional Reports

When the Company is unable to determine the jurisdictional nature of the Customer's traffic, the Customer shall report the Percent of Interstate Use (PIU) by LATA and such report will be used for billing purposes.

Effective on the first of January, April, July and October of each year the Customer shall update the jurisdictional report. The Customer shall forward to the Company, to be received no later than twenty (20) days after the first of each such month, a revised report showing the intrastate and interstate percent of use for the past 12 months ending the last day of December, March, June and September, respectively for each LATA. The revised report will serve as the basis for the next three (3) months billing and will be effective on the bill date for that service. No prorating or back billing will be done based on the revised report.

If the Customer does not supply the jurisdictional reports, the Company may deem the Customer to have reported percentages that are the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company may deem the Customer to have reported percentages that are the same as those provided in the order for service. Absent percentages supplied (or deemed by the Company to have been supplied) by the Customer, the Company will, only for that portion of the Customer's usage for which the Company is unable to determine the appropriate jurisdiction, bill the Customer's usage at the jurisdictional rate which produces the highest charge. This default billing procedure will remain in effect until the Customer: provides call detail information to the Company pursuant to 2.3.11 following (if the provision of such information would permit the Company to determine jurisdiction), supplies the necessary jurisdictional percentages, or agrees with the Company on an alternate default billing procedure.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.9 Jurisdictional Report Requirements (continued)

B. Jurisdictional Audits

The Customer shall keep sufficient detail from which the percentages of use reported to the Company (or deemed by the Company to have been reported) can be verified and upon request of the Company make such records available for inspection and audit. The Customer shall supply the required data to the Company within 30 calendar days of the Company request. The Customer must maintain these records for 24 months from the date the report became effective for billing purposes.

Initiation of an audit will be at the sole discretion of the Company. The audit shall be performed by an independent party selected by the Company. An audit may be initiated by the Company for a single Customer no more than once per year.

In the event that an inspection or audit reveals that any Customer reported percentages of use were incorrect, the Company shall apply the inspection or audit result to all usage affected by the inspection or audit. The Customer shall be back billed or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Back billed amounts are subject to a late payment penalty as set forth in 2.4.2.C. following.

Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of charges to the Company of five (5) percent or more of the total Access Services or Network Interconnection Services bill, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be bills, in reasonable detail, submitted to the Company by the auditor.

Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.10 Determination of Charges for Mixed Intrastate and Interstate Usage

A. Usage Sensitive Rate Elements

When the Customer's usage has mixed intrastate and interstate traffic, for that portion of the usage for which the Company is unable to determine the appropriate jurisdiction, the usage charges will be prorated between the intrastate and interstate. The jurisdictional percentages or default procedure set forth in 2.3.9 preceding, will serve as the basis for prorating the charges.

B. Monthly and Nonrecurring Chargeable Rate Elements

When the jurisdiction of the rate element can be determined by the Company the charges applicable to the appropriate jurisdiction will be applied. Rate elements for which the Company cannot determine the appropriate jurisdiction will be prorated between intrastate and interstate. The jurisdictional percentages or default procedure set forth in 2.3.9. preceding, will serve as the basis for prorating the charges.

Identification and Rating of VoIP-PSTN Traffic

A. Scope

This section only applies to VoIP-PSTN traffic exchanged between the Company and the Customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. VoIP-PSTN traffic originates and/or terminates in IP format if it originates from and/or terminates to an end-user Customer of a service that requires Internet protocol-compatible customer premises equipment. (1)

(1) Although the Company has taken the position that this Tariff, by its own terms, already applies to VoIP-PSTN traffic, as defined herein, the Company has included this section in the Tariff out of an abundance of caution to prevent any claim that it does not so apply, and to implement the decision by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order") that VoIP-PSTN access traffic should be exchanged at interstate access rates (unless the parties have agreed otherwise). By its terms, the FCC Order is prospective only and does not address preexisting law with regard to the applicability of intercarrier compensation or the enhanced service providers ("ESP") exemption to VoIP-PSTN Traffic. Including this section in the Tariff in no way alters or otherwise affects the applicability of this Tariff to VoIP-PSTN Traffic before the effective date of the FCC Order.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.10 Determination of Charges for Mixed Intrastate and Interstate Usage (continued)

Identification and Rating of VoIP-PSTN Traffic (continued)

A. Scope (continued)

1. This section governs the identification of originating and terminating intrastate toll VoIP-PSTN traffic and facilities to which interstate switched access rates apply (unless the parties have agreed otherwise) in accordance with the transitional Intercarrier Compensation framework for VoIP-PSTN traffic adopted by the Federal Communications Commission in its Report and Order, FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order"). Specifically, this section establishes the method that will be used to identify the percentage of the customer's intrastate access traffic, that will be treated as intrastate toll VoIP-PSTN traffic (referred to in this Tariff as "Relevant VoIP-PSTN Traffic"),

2. This section applies to originating and terminating intrastate switched access minutes of use ("MOU") and facility rate elements of all Access customers.

3. The Customer shall not modify its reported PIU factor to account for the VoIP-PSTN Traffic for MOU and facility rate elements.

B. Rating of VoIP-PSTN Traffic

The Relevant VoIP-PSTN Traffic terminating from the customer to the Company and facility rate elements identified in accordance with this Tariff section will be billed at rates equal to the Company's applicable tariffed terminating interstate switched access rates as specified in http://serviceguide.att.com/ABS/ext/TariffDetails.cfm, the Company's FCC Access Services Tariff, Sect. 5.5.K and 5.53 unless the corresponding intrastate rate is lower. If the intrastate rate is lower then that rate will be used for billing. Hereafter, these billed rates will be referred to in this Tariff as the relevant "VoIP Rates". Relevant VoIP-PSTN Traffic originating from the Company or another provider to the customer will be rated using Intrastate rates and rate structure.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.10 Determination of Charges for Mixed Intrastate and Interstate Usage

Identification and Rating of VoIP-PSTN Traffic (continued)

C. Calculation and Application of Percent-VoIP-Usage Factors

The Company will determine the number of Relevant VoIP-PSTN Traffic terminating MOU and facility rate elements to which VOIP rates will be applied under subsection (B), above, by applying the Percent VoIP Usage ("PVU") factor to the intrastate access terminating MOU exchanged and facilities between the Company and the Customer. The PVU factors will be derived and applied as follows:

1. The Customer, will calculate and furnish to the Company a factor (the "PVUC") on an ACNA basis which would aggregate traffic from Carrier Identification Code(s) ("CIC") or Operating Company Numbers ("OCNs"), associated with the ACNA. This PVUC represents the percentage (whole number) of the total terminating intrastate access MOU that the customer exchanges with the Company end users in the State, that is sent to the Company that originated in IP format at the end user. This PVUC shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (*e.g.*, as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information satisfactory to the Company.

2. The Company will calculate and periodically update a factor (the "PVUT") representing the percentage (whole number) of the total intrastate access MOU that the Company exchanges with the customer end users in the State, that is received from the Customer and terminated in IP format at the end user. This PVUT shall be based on information such as the number of the customer's retail VoIP subscriptions in the state (*e.g.*, as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.10 Determination of Charges for Mixed Intrastate and Interstate Usage (continued)

Identification and Rating of VoIP-PSTN Traffic (continued)

C. Calculation and Application of Percent-VoIP-Usage Factors (continued)

3. The Company will develop a Customer Percent VoIP Usage ("PVU") factors combining the Customer's PVUC factor with the Company's PVUT factor.

a. The PVU calculation below is applied when the Company does not bill based on actual call detail records for the intrastate Company's IP traffic at VOIP rates.

PVU = PVUC + [PVUT x (1-PVUC)] is applied to the Company's end user's total intrastate MOU and facility rate elements

Example: The Customer reported that their PVUC as 40%. The Company's PVUT is 10%. This results in the following:

PVU = 40% plus (10% times (1-40%)) = 46%

This means that 46% of the terminating Intrastate MOU exchanged between the Customer and the Company's end users will be rated at VOIP rates.

b. The PVU calculation below is applied when the Company bills are based on the actual call detail records for the intrastate Company's IP traffic at VOIP rates.

The formula for usage will be as follows:

PVU = PVUC x (1-PVUT) applied to the Company's TDM end user's total terminating intrastate MOU.

PVU = PVUC + [PVUT x (1-PVUC)] is applied to the facility rate elements.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.10 Determination of Charges for Mixed Intrastate and Interstate Usage (continued)

Identification and Rating of VoIP-PSTN Traffic (continued)

C. Calculation and Application of Percent-VoIP-Usage Factors (continued)

3. (continued)

b. (continued)

Example: The Company has identified that there was 10,500 Intrastate MOU that were identified exchanged between the Customer and the Company's IP end users. The Customer reported that their PVUC as 40%. The Company's PVUT is 10%. This results in the following:

PVU = 40% times (1-10%) = 36%

This means that 36% of the terminating Intrastate MOU exchanged between the Customer and the Company's TDM end users will be rated at VOIP rates and the intrastate 10,500 MOU will also be rated at Interstate rates.

For the facility rate elements the formula that is applied to the intrastate dedicated facilities is as follows:

PVU = 40% plus (10% times (1-40%)) = 46%

Therefore 46% of the Intrastate facilities will be rated at VOIP rates.

c. If the Customer does not furnish the Company with a PVUC pursuant to the preceding paragraph (C) (1), the Company will utilize a customer PVUC of 0%.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.10 Determination of Charges for Mixed Intrastate and Interstate Usage (continued)

Identification and Rating of VoIP-PSTN Traffic (continued)

D. PVU Factor Updates

The Customer must update the PVUC factor quarterly using the method set forth in paragraphs (C)(1) through (3) above. The customer shall forward to the Company, no later than September 15, 2012, this new PVUC factor.

Prospectively, the customer may update the PVUC factor quarterly using the method set forth in subsection (C) (1) through (3), above. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVUC factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVUC to calculate a revised PVU. The revised PVU factor will only apply prospectively and serve as the basis for billing until superseded by a new PVU.

E. PVU Factor Verification

Not more than twice in any year, the Company may ask the Customer to verify the PVUC factor furnished to the Company. The Customer shall comply, and shall reasonably provide the records and other information used to determine their PVUC as specified in paragraphs (C) (1) and (4) above. The Customer shall retain and maintain (for verification purposes) the records and other information used to determine the PVUC, for at least 12 months after the PVUC is filed (or longer if any other section of the Company's Tariffs, Service Guides, Guidebooks or applicable law requires a longer period). The verification process shall be conducted consistent with the provisions in Section 2.3.2 of the Company's FCC Access Services Tariff.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.10 Determination of Charges for Mixed Intrastate and Interstate Usage (continued)

Identification and Rating of VoIP-PSTN Traffic (continued)

F. Verification Process

The Company will review these Customer provided PVUC records referenced in (E) above. If the review results represent what the Company considers to be a substantial deviation from the customer's previously reported PVUC or if the PVUC appears unreasonable as compared to other related types of data, the Company will contact the customer within 30 days. This deviation issue will be dealt with in one of the following ways. The current PVUC will continue to be utilized until resolution from either of the 2 methods below.

1. The Company and the customer will come to an agreement as to an appropriate PVUC within 30 days of the provision of the PVUC records.

2. The Company within 45 days of the receipt of these records will make these customer PVUC records available to an independent auditor for review for the purpose of determining a PVUC. If these PVUC records are not available or these records are not substantive enough for the auditor to calculate a PVUC, then a PVUC factor of zero will be assigned. This zero PVUC will be utilized until either a PVUC can be agreed upon between the Company and the customer or an audit can be completed utilizing records acceptable for an audit conclusion. When an audit has been completed employing the records acceptable for an audit conclusion, the PVUC resulting from the audit report will be employed until the next customer provided PVUC is available as referenced in the (E) or (F) procedures above.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.11 SS7 Signaling; Call Detail Information

A. SS7 Signaling

The Customer will use SS7 signaling to set up Calls pursuant to this Tariff. The Customer shall provide Calling Party Number (CPN) within the SS7 signaling message, if available. If it is technically infeasible for the Customer to use SS7, multi-frequency (MF) signaling shall be used by the Customer. The Customer may elect to arrange for signaling connectivity through a third party provider which is connected to the Company's SS7 network.

B. Call Detail Information

To the extent not provided pursuant to A. preceding, the Customer shall, to the extent technically feasible and consistent with industry standards, cause to be transmitted to the Company with each Call information sufficient to identify the originating and terminating telephone numbers for such Call and each Carrier (including the Customer) with respect to such Call.

2.3.12 Supervisory Signaling

The Customer's facilities connected to Access Service shall provide the necessary On-hook, Off-hook, answer and disconnect supervision.

2.3.13 Reserved for Future Use

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (continued)

2.3.14 Sales, Use and Other Taxes/Charges

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

If the Company becomes liable for any sales, use, gross receipts, excise, franchise, access or other local, state or federal taxes, charges or surcharges (however designated), excluding taxes on the Company's net income, which are imposed on or based upon the provision, sale or use of services, and which are in addition to such taxes, charges or surcharges already specified in this Tariff, in such event the Customer shall be responsible for payment of such taxes, charges or surcharges from the date that the Company first became liable for same.

In the event of any dispute over the lawfulness of any tax, charge or surcharge, the Company may elect to impose such tax, charge or surcharge during such dispute, unless otherwise ordered by a court or other lawful authority with jurisdiction. The Company shall credit or refund any funds thus collected, if ordered to do so by such court or other lawful authority if such funds were retained by the Company, or were returned to the Company by the taxing jurisdiction which imposed such tax charge or surcharge.

2.3.15 Settlements Through Other Carriers

Where traffic is transmitted through the facilities of another Carrier, including the Incumbent Local Exchange Carrier, the Company and the Customer may permit such other Carrier to act on their behalf for billing and settlements relating to such traffic.

In certain circumstances, the Company makes arrangements with another carrier (an Intermediate Carrier) under which the Intermediate Carrier will provide services that may include, without limitation, data base, switching and/or transport services in connection with Calls and is authorized by the Company to bill the Customer for all access services under the Intermediate Carrier's tariff as if all such services had been provided by the Intermediate Carrier. Where such arrangements are in effect, the terms and conditions governing payment (including applicable rates and charges) for services shall be governed by the applicable tariff of the Intermediate Carrier (or other arrangement in effect between the Intermediate Carrier and the Customer), rather than this Tariff.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

2.4.1 Description of Rates and Charges

There are three types of rates and charges that can apply to Access Services. These are monthly recurring rates, usage rates and nonrecurring charges. These rates and charges are applied differently to the various rate elements as set forth in applicable sections of this Tariff. Other charges may also apply as set forth in D. following.

A. Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have thirty (30) days.

B. Usage Rates

Usage rates are rates that apply only when a specific rate element is used. These are applied on a per occurrence (e.g., access minute or query) basis. Usage rates are accumulated over a monthly period.

C. Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation of new services or rearrangements of installed services).

1. Installation of Service

The nonrecurring charges applicable to the installation of Access Services are applied on a per facility, trunk or other basis as specified in the Price List. In addition, certain nonrecurring charges may consist of "first" and "additional" charges. When charges are listed in this manner, the "first" charge applies to the first facility or trunk specified on the order, with the "additional" charge applied to each additional facility or trunk specified on the same order.

2. GENERAL REGULATIONS

2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.1 Description of Rates and Charges (continued)

C. Nonrecurring Charges (continued)

2. Reserved for Future Use

3. Reserved for Future Use

4. Reserved for Future Use

5. Reserved for Future Use

6. Reserved for Future Use

D. Other Charges

If an entity other than the Company (e.g. another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs in connection with a service for which the Company charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such charges that subsequently become applicable retroactively.

2. GENERAL REGULATIONS

2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.2. Payment of Rates, Charges and Deposits

A. Deposits

The Company will only require a Customer which has a proven history of late payments to the Company or does not have established credit, to make a deposit prior to or at any time after the provision of a service to the Customer. No such deposit will be required of a Customer which is a successor of a Company which has established credit and has no history of late payments to the Company. Such deposit will not exceed the actual or estimated rates and charges for the service for a two (2) month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded.

Such a deposit will be refunded or credited to the account when the Customer has established credit or, in any event after the Customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the Customer. In case of a cash deposit, for the period the deposit is held by the Company, the Customer will receive simple interest. Interest rate shall be the rate established, and from time to time revised, by the appropriate governmental authority. In the event no such rate is set, then simple interest at the rate of up to 6% per annum shall be credited or paid to the Customer while the deposit is held by the Company.

Interest will accrue from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company. Should a deposit be credited to the Customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the Customer's account.

2. GENERAL REGULATIONS

2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.2. Payment of Rates, Charges and Deposits (continued)

B. Bill Dates

The Company shall bill on a current basis all charges incurred by and credits due to the Customer under this Tariff attributable to services established or discontinued during the preceding billing period. In addition, 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 and for the Federal Government which will be billed in arrears. The bill day (i.e., the billing date of a bill for a Customer for service under this Tariff), the period of service each bill covers and the payment date will be as follows:

1. Access Service

Unless otherwise provided in this Tariff, for Access Service, the Company will establish a bill day each month for each Customer account or advise the Customer in writing of an alternate billing schedule. Alternate billing schedules shall not be established on less than sixty (60) days notice or initiated by the Company more than twice in any consecutive twelve (12) month period.

The bill will cover non-usage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due in Immediately Available funds in U.S. dollars by the payment date, as set forth in C. following. If payment is not received by the payment date, a late payment penalty will apply as set forth in C. following.

Notwithstanding the above, bills will not be issued for amounts under $105.00. In such cases Customer billing will be held until the total amount of the bill equals or exceeds $105.00 or the Customer discontinues its service with the Company.

2. GENERAL REGULATIONS

2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.2. Payment of Rates, Charges and Deposits (continued)

C. Payment Dates and Late Payment Charges

1. All bills dated as set forth in B.2. preceding, provided to the Customer by the Company are due thirty (30) days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in Immediately Available funds in U.S. dollars. If the Customer does not receive a bill at least twenty (20) days prior to the 30 day payment due date, then the bill shall be considered delayed. When the bill has been delayed, upon request of the Customer, the due date will be extended by the number of days the bill was delayed. Such request of the Customer must be accompanied with proof of late bill receipt.

   If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Customer as follows:

   - If the payment date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Legal Holiday.

   - If the payment date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.

2. Further, if no payment is received by the payment date or if a payment or any portion of a payment is received by the Company after the payment date as set forth in 1. preceding, or if a payment or any portion of a payment is received by the Company in funds which are not Immediately Available funds in U.S. dollars, then a late payment penalty shall be due to the Company. The Late Payment Charge shall be the payment or the portion of the payment, in excess of $25.00, not received by the payment date times a late factor.

   The late factor shall be 1.5% per month (unless an applicable law or regulation specifies a lower rate to be charged) or portion thereof applied from the 31st calendar day after payment date to and including the date that the Company actually receives the payment. The Late Payment Charge shall be assessed monthly, based on the delinquent balance maintained on the account at the time. The minimum Late Payment Charge is $5.00.

2. GENERAL REGULATIONS

2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.2. Payment of Rates, Charges and Deposits (continued)

D. Billing Disputes Resolved in Favor of the Company

1. In the event that a Customer disputes all or part of the billed amount, and the dispute is ultimately resolved in favor of the Company, the Customer shall pay the disputed amount in full pending resolution of the dispute unless the Company determines, in its sole discretion, that there is an adequate deposit in respect of such disputed amount. In the event that the Company does not require the Customer to pay the disputed amount in full pending resolution of the dispute, late payment charges will apply to amounts withheld pending settlement of the dispute and ultimately found to be payable. Late payment penalties are calculated as set forth in C.2. preceding except that when the Customer disputes the bill on or before the payment date and pays the undisputed amount on or before the payment date, the penalty interest period shall not begin until ten (10) days following the payment date.

2. In the event of a billing dispute, the billing dispute date is the date upon which the Customer presents sufficient written documentation to the Company to support its claim for incorrect billing. Sufficient written documentation consists of the following information, where such information is relevant to the dispute:

2. GENERAL REGULATIONS

2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.2. Payment of Rates, Charges and Deposits (continued)

D. Billing Disputes Resolved in Favor of the Company (continued)

a. Dedicated Access

1. A clear explanation of the basis of the dispute, including what the Customer believes is incorrect (*e.g.*, nonrecurring charge; mileage; circuit identification) and the reason why the Customer believes the bill is incorrect (*e.g.*, monthly rate billed not same as in Tariff; facility not ordered; service not received)

2. The account number under which the bill was rendered

3. The date of the bill

4. The invoice number

5. The circuit number, line number, trunk group number, Two-Six Code (TSC), end office or tandem identification, or other appropriate facility identification

6. The exact dollar amount in dispute

7. The universal service order code(s) (USOCs) associated with the service

8. The Purchase Order Number(s) and dates involved for disputes involving order activity

9. Details sufficient to identify the specific amount(s) and item(s) in dispute

10. The name of the person responsible for the Customer's dispute

11. Additional data as the Company reasonably requests from the Customer to resolve the dispute. The request for such additional information shall not affect the Customer's dispute date as set forth preceding.

2. GENERAL REGULATIONS

2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.2. Payment of Rates, Charges and Deposits (continued)

D. Billing Disputes Resolved in Favor of the Company (continued)

b. Switched Access

1. A clear explanation of the basis of the dispute, including what the Customer believes is incorrect (*e.g.*, nonrecurring charge; mileage; circuit identification) and the reason why the Customer believes the bill is incorrect (*e.g.*, monthly rate billed not same as in tariff; facility not ordered; service not received)

2. The account number under which the bill was rendered

3. The date of the bill

4. The invoice number

5. The exact dollar amount in dispute

6. Call Detail Records (CDRs)

7. The universal service order code(s)(USOCs) and/or rate element associated with the service

8. Details sufficient to identify the specific amount(s) and item(s) in dispute

9. The name of the person responsible for the Customer's dispute

10. Additional data as the Company reasonably requests from the Customer to resolve the dispute. The request for such additional information shall not affect the Customer's dispute date as set forth preceding.

2. GENERAL REGULATIONS

2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.2. Payment of Rates, Charges and Deposits (continued)

E. Billing Disputes Resolved in Favor of the Customer

If the Customer pays the total billed amount as required under D. preceding and disputes all or part of the amount, and the dispute is ultimately resolved in favor of the Customer, the Company will refund any overpayment. In addition, the Company will pay to the Customer penalty interest on the overpayment. When a claim is filed within ninety (90) days of the due date, the penalty interest period shall begin on the payment date. When a claim is filed more than ninety (90) days after the due date, the penalty interest period shall begin from the date of the claim or the date of overpayment, whichever is later.

The penalty interest period shall end on the date that the Company actually renders the overpayment to the Customer. The penalty interest rate shall be calculated in the same manner, and at the same rate, applicable to the late payment penalties as set forth in C.2. preceding.

F. Proration of Charges

Adjustments for the quantities of services 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, furnish within thirty (30) days of a request and at no charge to the Customer such detailed information as may reasonably be required for verification of any bill.

G. Rounding of Charges

When a rate as set forth in this Tariff is shown to be more than two decimal places, the charges will be determined using the rate shown. The resulting total amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

2. GENERAL REGULATIONS

2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.3 Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month, except as otherwise specified. Usage rated services (e.g., Tandem-Switched Transport) have no minimum period.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not. The applicable charge will be the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period plus any usage, nonrecurring and/or Special Construction charge(s) that may be due.

2.4.4 Reserved for Future Use

2. GENERAL REGULATIONS

2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.5 Credit Allowance for Service Interruptions

A. General

A service is interrupted when it becomes unusable to the Customer because of a failure of a facility or component used to furnish service under this Tariff or in the event that the protective controls applied by the Company as set forth in 2.1.12. preceding result in the complete loss of service by the Customer. An interruption period starts when an inoperative service is reported to the Company, and ends when the service is operative.

B. When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption shall be provided unless one or more of the conditions set forth in Section 2.4.5.C. applies.

1. Credit Allowance Computation

For flat rated Access Service rate elements, no credit shall be allowed for an interruption of less than thirty (30) minutes. The Customer shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of thirty (30) minutes or Major Fraction thereof that the interruption continues.

The monthly charges used to determine the credit shall be the total of all the monthly rate element charges associated with the service.

2. Credit Allowances Cannot Exceed Monthly Charges

The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the monthly recurring rate for the service interrupted in any one billing period.

2. GENERAL REGULATIONS

2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.5 Credit Allowance for Service Interruptions (continued)

C. When a Credit Allowance Does Not Apply

No credit allowance will be made for:

1. Interruptions caused by the negligence of the Customer.

2. Interruptions of a service due to the failure of equipment or systems provided by the Customer or others.

3. Interruptions of a service during any period in which the Company is not afforded access to the premises where the service is terminated.

4. Interruptions of a service when the Customer has released that service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer prior to the release of that service.

5. Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.

6. An interruption or a group of interruptions, resulting from a common cause, that would result in credit in an amount less than one dollar.

7. Interruptions of a service which continue because of the failure of the Customer to authorize replacement of any element of Special Construction. The period for which no credit allowance is made begins on the seventh day after the Customer receives the Company's written notification of the need for such replacement and ends on the day after receipt by the Company of the Customer's written authorization for such replacement.

2. GENERAL REGULATIONS

2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.5 Credit Allowance for Service Interruptions (continued)

D. Use of an Alternative Service Provider by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

E. Temporary Surrender of a Service

In certain instances, the Customer may be requested by the Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the Customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of thirty (30) minutes or Major Fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

2. GENERAL REGULATIONS

2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.6. Re-establishment of Service Following Fire, Flood or Other Occurrence

A. Nonrecurring Charges Do Not Apply

Nonrecurring charges do not apply for the re-establishment of service following a fire, flood or other occurrence attributed to an Act of God provided that:

1. The service is of the same type as was provided prior to the fire, flood or other occurrence.

2. The service is for the same Customer.

3. The service is at the same location on the same premises.

4. The re-establishment of service begins within sixty (60) days after Company service is available. (The sixty (60) day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period).

B. Nonrecurring Charges Apply

Nonrecurring charges apply for establishing service at a different location on the same premises or at a different premises pending re-establishment of service at the original location.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.7 Title or Ownership Rights

The payment of rates and charges by Customers for the services offered under the provisions of this Tariff does not assign, confer or transfer title or ownership rights to service designs, proposals, configurations or facilities developed or utilized, respectively, by the Company in connection with the provision of such services.

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

When an Access Service is provided by more than one company, Meet Point Billing is required as set forth in A. following.

Meet Point billing applies where a customer orders Call Completion Service to a tandem operated by another Exchange Telephone Company which subtends an end office operated by the Company. All other recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates exhibited in their respective tariffs.

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

The Company will handle ordering, rating and billing of Access Services under this Tariff where more than one Exchange Telephone Company is involved in the provision of Access Services as follows:

When FGD is ordered by a customer to a tandem operated by another Exchange Telephone Company which is subtended by an end office operated by the Company, the customer must provide the original order to the Exchange Telephone Company which operates the access tandem, and must provide a copy of the order to this Company.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (continued)

2.4.8 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (continued)

Each Exchange Telephone Company that accepts the order will provide the portion of Switched Transport in its territory to an interconnection point (IP) with another Exchange telephone Company, and will bill the service in accordance with its tariff(s). The rates for Switched Transport (fixed and per mile), are determined as follows:

1. The total mileage for the service is computed using the V&H Coordinate Method set forth in National Exchange Carrier Association Tariff F.C.C. No. 4 (NECA No. 4).

2. A billing factor called the Border Interconnection Percentage (BIP) is determined from NECA No. 4 directly.

3. The company's rates and charges are then multiplied by the appropriate quantity(ies) and the billing factor to obtain the charges for this company.

2. GENERAL REGULATIONS

2.5 CONNECTIONS

Equipment and systems (i.e., terminal equipment, multiline terminating systems and communications systems) may be connected with Access Service furnished by the Company where such connection is made in accordance with the provisions specified in Technical Reference Publication AS No. 1, Issue II and in Section 2.1 of this Tariff.

2.6 STATE TAXES

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar fees or taxes, whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, to the rates and charges stated in the Company's standard schedules, in amounts which in the aggregate for the Company's customers of any political entity, shall be equal to the amount of any such fee or tax upon the Company. The Company shall, so long as any such tax or fee is in effect, add to the bills of the customers in such political entity pro rata on the basis of the revenue derived by the Company from each such customer, an amount sufficient to recover any such tax or fee and may list this amount separately on the bill.

2.7 RESERVED FOR FUTURE USE

2. GENERAL REGULATIONS

2.8 SERVICE AVAILABILITY AND RATING INFORMATION

2.8.1 General

This section contains service availability and rating information applicable to the Access Services offered under this Tariff and is arranged as follows:

Section 2.8.2 - V&H Coordinate Method of Determining Airline Mileage
Section 2.8.3 - Service Availability and Wire Center Information
Section 2.8.4 - Meet Point Billing Information

2.8.2 V&H Coordinate Method of Determining Airline Mileage

For Access Services and Network Interconnection Services provided under this Tariff, the airline mileage between any two wire centers is determined as follows:

A. Obtain the "V" and "H" coordinates for each wire center from the NECA Tariff F.C.C. No. 4.

B. Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.

C. Square each difference obtained in step B. above.

D. Add the square of the "V" difference and the square of the "H" difference obtained in step C..

E. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

F. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

G. Formula = $$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

2. GENERAL REGULATIONS

2.8 SERVICE AVAILABILITY AND RATING INFORMATION (continued)

2.8.3 Access Services Availability - Level B

Presubscription (Section 5.1) and Billing Name and Address Service (Section 5.2) shall be offered at the locations listed below:

Areas within North Dakota served by CenturyLink.

2.8.4 Meet Point Billing Information

The applicable billing percentage factors for Access Services that are provided by more than one telephone company are as set forth in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

3. RESERVED FOR FUTURE USE

4. SWITCHED ACCESS SERVICE

4.1. SWITCHED ACCESS SERVICE

Switched Access Service provides for the capability of originating and terminating intrastate long distance calls to and from an end user's premises to a customer's facilities via the Company's switches.

4.1.1. Service Description

Switched Access Service is provided as a trunk-side connection, Feature Group D (FGD), to Company switches with an associated Carrier Identification Code (CIC) for the customer's use in originating and terminating communications.

Originating traffic type represents capacity for carrying traffic from the end user to the customer; Terminating traffic represents capacity for carrying traffic from the customer to the end user.

4. SWITCHED ACCESS SERVICE

4.1. SWITCHED ACCESS SERVICE (continued)

4.1.2. Rate Categories

The two rate categories which apply are Switched Transport (described in A. following) and the End Office Switched Access Charge (described in B. following).

A. Switched Transport

Switched Transport is composed of two further rate categories, Direct Connect Transport and Tandem-Switched Transport.

1. Direct Connect Transport

Direct Connect Transport is a rate category which provides for the direct connection of a Customer Premises to a Company End Office.

2. Tandem-Switched Transport

Tandem-Switched Transport provides the transmission path from the SWC of the customer's premises to an end office utilizing tandem switching functions. Tandem Switched Transport consists of circuits dedicated to the use of a single customer from the customer's premises to the access tandem and circuits used in common by multiple customers.

Tandem-Switched Transport is composed of the following usage sensitive rate elements:

- The Tandem-Switched Transport Termination rate element, which includes the non-distance sensitive portion of the Tandem-Switched Transport, and

- The Tandem-Switched Transport Facility rate element, which includes the distance sensitive portion of the Tandem-Switched Transport.

- The Tandem Switching rate element will also apply when the Company in a facilities-based environment provides tandem switching, or in an unbundled environment when the ILEC charges the Company for tandem switching.

The rates and charges applicable to Tandem-Switched Transport are listed in Section 4 of the Price List. Application of those rates and charges is as set forth in 4.1.3 following and in Section 2.

4. SWITCHED ACCESS SERVICE

4.1. SWITCHED ACCESS SERVICE (continued)

4.1.2. Rate Categories (continued)

B. End Office Switched Access

1. Originating End Office Switched Access Charge

The Originating Switched Access rate category provides for the use of end office switching equipment, terminations for the end user lines terminating in the local end office, and for the termination of calls at a Company Intercept operator or recording when provided on Company switches or when provided using unbundled network elements.

The rates for Originating End Office Switched Access Charge are set forth in Section 4 of the Price List. The application of these rates is as set forth in 4.1.3.B. following.

C. Terminating End Office Switched Access Charge

The Terminating End Office Switched Access rate category provides for the use of end office switching equipment, terminations for the end user lines terminating in the local end office, and for the termination of calls at a Company Intercept operator or recording when provided on Company switches or when provided using unbundled network elements.

The rates for the Terminating End Office Switched Access Charge are set forth in Section 4 of the Price List. The application of these rates is as set forth in 4.1.3.B. following.

4. SWITCHED ACCESS SERVICE

4.1. SWITCHED ACCESS SERVICE (continued)

4.1.3. Application of Rates and Charges

A. Tandem-Switched Transport

Tandem-Switched Transport rates are usage sensitive. The rate application for the Tandem-Switched Transport rate element is described below.

1. Tandem-Switched Transport Termination Rate

The Tandem-Switched Transport Termination rate is assessed to all Access Minutes that are transported over Tandem-Switched Transport.

2. Tandem-Switched Facility Rate

The Tandem Switched Transport Facility rate is assessed on a per minute per mile basis to all Access Minutes that are transported over Tandem-Switched Transport. Tandem Switched Facility mileages and charges are determined as set forth in 4.1.5 following.

3. Tandem Switching

The tandem switching rate is assessed to all Access Minutes.

B. End Office Switched Access Charge

The End Office Switched Access Charge applies to all Access Minutes switched at a Company End Office.

4. SWITCHED ACCESS SERVICE

4.1. SWITCHED ACCESS SERVICE (continued)

4.1.4. Measuring Access Minutes

Calls will be measured to determine the basis for computing chargeable Access Minutes. In the event the Customer call detail is not available because of lost or damaged tapes or recording system outages, the Company will estimate the volume of lost Customer Access Minutes based on previously known values.

The measured minutes for Access Calls are the chargeable Access Minutes.

Access minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each Company End Office, and are then rounded up to the nearest Access Minute for each such End Office.

Usage Measurement

The measurement of Access Minutes begins when the recording switch receives answer supervision from the End User, indicating the End User has answered. The measurement of Access Minutes ends when the recording switch receives disconnect supervision from either the End User, indicating the End User has disconnected, or the Customer's Point of Termination, whichever is recognized first by the recording switch.

4. SWITCHED ACCESS SERVICE

4.1. SWITCHED ACCESS SERVICE (continued)

4.1.5. Mileage Measurement

The mileage to be used to determine Tandem-Switched Transport Facility mileage charges is calculated as set forth in A. and B. following.

A. When Tandem-Switched Transport is utilized by the Customer between the Customer's Serving Wire Center and the Company End Office, the Tandem-Switched Transport Facility mileage is measured between the Customer's Serving Wire Center and the Company End Office.

B. When direct transport is utilized by the Customer between the Customer's Serving Wire Center and the Access Tandem serving the Company End Office, the Tandem-Switched Transport Facility mileage is measured between such Access Tandem and Company End Office.

To determine the charge to be billed, first compute the mileage using the V&H coordinate method as set forth in Section 2.8. If the calculation results in a fraction of a mile, always round up to the next whole mile. Multiply the rounded mileage by (1) the Tandem-Switched Transport Facility rate, (2) the Access Minutes to be billed and (3) the applicable Meet Point Billing Percentage determined as set forth in Section 2.4.8.

5. SUPPLEMENTAL SERVICES

5.1. PRESUBSCRIPTION

5.1.1. Presubscription

A. General Description

Presubscription is the process by which End User Customers may select and designate to the Company, an Interexchange Carrier (IXC) for completing intrastate intraLATA Calls without dialing an access code. This IXC is referred to as the End User's IntraLATA Primary Interexchange Carrier (IPIC) for intraLATA Calls.

1. End Users will be asked to presubscribe to an IXC at the time they place an order with the Company for Local Exchange Service. They may select either of the following options:

   a. designate an IXC as their IPIC and dial 10XXX or 101XXXX to reach other IXCs, or

   b. designate that they do not want to be presubscribed to any IXC and choose to dial 10XXX or 101XXXX for all Calls to all IXCs.

   There will be no charge for this initial selection. Only one IXC may be selected for each individual line, or lines terminating in the same hunt group, for the IPIC.

2. Subsequent to the establishment of Local Exchange Service and the End User's initial selection, an IPIC Change Charge, as set forth in Section 5 of the Price List, will apply for any changes.

3. If an End User fails to make an initial selection prior to the establishment of Local Exchange Service, the End User will be required to dial an access code (10XXX or 101XXXX) for all intrastate intraLATA Calls as available.

5. SUPPLEMENTAL SERVICES

5.1. PRESUBSCRIPTION (continued)

5.1.2. Obligations of IXCs

A. If an IXC elects to discontinue its intraLATA service offering, the IXC will notify the Company of the cancellation. The IXC will also notify all presubscribed End Users that they are canceling their service and that they should contact the Company to select a new IPIC. The IXC will also inform the affected End User that it will pay the IPIC Change Charge. The Company will bill the discontinuing IXC the IPIC Change Charge for each End User that the IXC has designated to it.

B. If an IXC elects to change or discontinue use of a Carrier Identification Code (CIC) for any reason other than that set forth in 1. above, the IXC will identify to the Company any affected End Users and advise the Company of the new CIC to be assigned to these End Users. If the CIC change involves a change of carrier for any End Users, the IXC will notify the affected End Users of the change. The Company will change the predesignated carrier code of each End User identified by the IXC to the new CIC and bill the IXC the IPIC Change Charge set forth in Section 5 of the Price List, for each End User line or trunk that is changed.

C. IXCs must comply with all State requirements for verifying IPIC change orders obtained by telemarketing prior to submitting orders to the Company and for instituting steps to obtain Letters of Authorization (LOA) on IPIC change orders submitted to the Company.

5.1.3 Unauthorized IPIC Change

If an IXC requests an IPIC change on behalf of an End User and the End User subsequently denies requesting the change, and the IXC is unable to substantiate the change with a LOA signed by the End User, then:

a. The End User will be reassigned to its previously selected IXC. No charge will apply to the End User for this reassignment. Additionally, the End User will be credited the IPIC Change Charge(s) previously accessed for the disputed IPIC change.

b. The Unauthorized IPIC Change Charge set forth in Section 5 of the Price List, will apply to the IXC that requested the unauthorized change. This charge is applied in addition to the IPIC Change Charge set forth in Section 5 of the Price List following.

5. SUPPLEMENTAL SERVICES

5.2. BILLING NAME AND ADDRESS SERVICE

5.2.1 General Description

A. Billing Name and Address (BNA) Service is the provision by the Company to an intrastate service provider who is a Customer of the Company of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company. An intrastate service provider is defined as an interexchange carrier, an operator service provider, an enhanced service provider or any other provider of intrastate telecommunications services.

B. BNA Service is provided only for the purposes of allowing Customers to bill their End Users for telephone services provided by the Customer, order entry and customer service information, fraud prevention, identification of End Users who have moved to a new address, any purpose associated with equal access requirement, and information associated with collect calls and third party calls.

BNA information may not be resold or used for any other purpose including, but not limited to, marketing or merchandising activities.

C. BNA information associated with listed/published telephone numbers will be provided. For calling card calls and collect and third party billed calls, the Company's BNA Service is not available with respect to accounts of nonpublished/unlisted End Users who, by request to the Company (which request may be submitted at any time), have specified that such information not be released.

5. SUPPLEMENTAL SERVICES

5.2. BILLING NAME AND ADDRESS SERVICE (continued)

5.2.2 Undertaking of the Company

A. Standard formats for the receipt of BNA requests and the provision of BNA information will be established by the Company.

B. Upon written request from an authorized individual of the Customer, the Company will provide BNA information The standard response to such requests will be via e-mail or other negotiated mediums, such as Direct: Connect or tape.

C. Upon receipt of a magnetic tape or electronic feed of BNA requests from the Customer, the Company will, where technically feasible, enter the BNA information on the Customer's magnetic tape or data file. The standard response for magnetic tape requests will be via magnetic tape. The standard response for an electronic BNA request will be via electronic feed.

D. Non-standard methods of receiving and providing the data may be negotiated and will be provided by the Company, where available, subject to the charges set forth in 13.4.2.D.4 following.

E. The Company will make every effort to provide accurate and complete BNA data. The Company makes no warranties, expressed or implied, as to the accuracy or completeness of this information.

F. The Company will not disclose BNA information to parties other than intrastate service providers and their authorized agents. BNA disclosure is limited to those purposes as defined in 5.2.1B preceding.

G. The Company reserves the right to request from an intrastate service provider who has placed an order for BNA Service, the source data upon which the interexchange carrier has based the order. This request is made to ensure that the BNA information is to be used only for purposes as described in 5.2.1B preceding. The Company will not process the order until such time as the intrastate service provider supplies the requested data.

5. SUPPLEMENTAL SERVICES

5.2. BILLING NAME AND ADDRESS SERVICE (continued)

5.2.3 Obligations of the Customer

A. Each request for BNA information must identify both the Customer's authorized representative and the address to which the information is to be sent.

B. A Customer which intends to submit recorded calls via magnetic tape or electronic feed must provide the Company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.

C. The Customer shall treat all BNA information as confidential. The Customer shall insure that BNA information is used only for the purposes as described in 5.2.1B preceding.

D. The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's End User records it assembles through the use of BNA Service.

E. Upon request, the Customer will provide to the Company the source data upon which the Customer has based an order for BNA Service. The Company will not process the order until such time as the Customer provides the requested data.

F. The Customer may designate an authorized individual or agent to request BNA information from the Company. However, the Company will only accept BNA requests made by the Customer through a single designated source. Identification by the Customer of an authorized individual or agent must be provided to the Company in writing.

G. The Customer or its authorized agent is required to provide the Access Customer Name Abbreviation (ACNA) and Carrier Identification Code (CIC) of the Carrier purchasing BNA Service. If the Customer does not have the ACNA and CIC, the Operating Company Number (OCN) should be provided.

5. SUPPLEMENTAL SERVICES

5.2. BILLING NAME AND ADDRESS SERVICE (continued)

5.2.4 Rate Regulations

A. A Service Establishment charge applies for the initial establishment of BNA Service for a Customer.

B. A Manual-BNA Request Charge applies in connection with written (fax and/or mail) requests for BNA information. The charge applies for each telephone number for which BNA information is requested.

C. A Mechanized-BNA Request Charge applies in connection with requests for BNA information received via e-mail, magnetic tape or electronic feed. The charge applies for each telephone number for which BNA information is requested.

D. The Company will bill the Customer in accordance with B and C preceding regardless of whether or not the Company was able to provide BNA information for all requests.

E. Customer requests for BNA information which are non-standard are subject to Non-Standard-BNA Request Charges and Manual or Mechanized-BNA Request Charges as appropriate for the type of request. The additional Non-Standard-BNA Request Charge applies per BNA record requested. Additional Programming and Company-Provided Magnetic Tape Charges will also apply, if required to meet the Customer's request.

F. Where the details of a BNA request are insufficient to determine jurisdiction, the rates set forth in the Company's FCC Access Services Tariff will apply.

G. The rates for BNA Service are set forth in Section 5 of the Price List.

5. SUPPLEMENTAL SERVICES

5.3 TOLL FREE (8YY) DATA BASE SERVICE

Toll Free (8YY) Data Base Service is an originating offering, which provides a carrier identification function for numbers using Toll Free Service Access Codes (SACs). When a Toll Free Service number is originated by an End User, the Company will query the appropriate data base to perform the carrier identification function. For this service a Carrier Identification Charge as set forth in Section 5 of the Price List will apply.

5.4 PROVISION OF ACCESS SERVICE BILLING INFORMATION

5.4.1 General Description

A. The Customer, upon request, has the option of receiving its primary monthly Access or Network Interconnection Service bill and Customer Service Record (CSR) in one of the following standard medium, at no charge:

1. Paper
   - Detailed paper bill

2. Bill Data Record
   - Magnetic Tape
   - Electronic Data Transmission

B. In addition to the Customer's primary monthly Access Service bill, the Customer will be provided, upon request, an abbreviated paper bill, at no additional charge.

C. At the option of the Customer, and for an additional charge as set forth in Section 5 of the Price List:

1. Additional hard copies of the monthly Access Service bill or service and features record may be provided on paper.

2. Additional Bill Data Record information may be provided on magnetic tape.

3. Additional Bill Data Record information may be transmitted to the Customer by electronic data transmission.

5. SUPPLEMENTAL SERVICES

5.4 PROVISION OF ACCESS SERVICE BILLING INFORMATION (continued)

5.4.1 General Description (continued)

D. The rules and regulations concerning payment arrangements and credit allowances described in Section 2.4. applies to all primary monthly Access bills, regardless of the chosen bill medium.

E. Upon acceptance by the Company of a request for a change in the existing medium of the primary monthly Service bill data (e.g., paper to magnetic tape, magnetic tape to paper, or any of the previous two to electronic data transmission), and for an additional electronic data transmission, the Company, in cooperation with the Customer, will determine the interval required to implement the transmission of such material on an individual request basis.

The Customer requesting electronic data transmission shall be responsible for providing a data transmission system compatible with the Company transmission facilities.

F. Regulations regarding electronic data transmission failure will apply as follows:

1. In the event of transmission failure resulting from Company error, the Company will re-send a bill by electronic data transmission at no charge to the Customer. The bill payment due date will be negotiated between Company and Customer for this bill.

2. In the event of transmission failure resulting from failure of the Customer's transmission line or other Customer error, the Company will re-send a bill by electronic data transmission at the same rates and charges as a request for an additional copy of the bill as set forth in Section 5 of the Price List.

3. In the event that there are problems or disputes regarding receipt of the data transmission other than those outlined in (1) and (2) preceding, the Company will forward a duplicate bill on magnetic tape via overnight delivery. After investigation, if (2) preceding applies, the same rates and charges as a request for an additional copy of the bill will apply as set forth in Section 5 of the Price List.

PRICE LIST

1. GENERAL

This section contains the rates applicable to the Access Services offered in this Tariff. The regulations applicable to these services are found in other sections of this Tariff as follows:

Rate Section	Service	Regulations Located In
1.	General	
2.	Payment of Rates and Charges; Reciprocal Pricing	
3.	(Reserved For Future Use)	
4.	Switched Access Services	Section 4
5.	Supplemental Services	Section 5

2. PAYMENT OF RATES AND CHARGES; RECIPROCAL PRICING

The regulations regarding the payment of rates and charges are set forth in Section 2.4. (Payment Arrangements and Credit Allowances)

Notwithstanding any other provision of this Tariff, with respect to any Customer that, on its own or through an Affiliate, provides services comparable to the services provided under this Tariff to the Company within North Dakota, during any billing period, in the event that any of the applicable rates and charges set forth in this Price List are lower than comparable rates and charges in effect as of the last day prior to such billing period ("Customer Prices") offered or charged by the Customer or such Affiliate to the Company anywhere within North Dakota for services comparable to the services provided under this Tariff, then, for such Customer, such rates and charges in this Price List may be increased by the Company to an amount equal to such Customer Prices.

3. RESERVED FOR FUTURE USE

PRICE LIST

4. SWITCHED ACCESS SERVICE

4.1. SWITCHED ACCESS SERVICE

4.1.3.A. Tandem-Switched Transport

1. Tandem-Switched Transport Termination

	Rate
Per Access Minute	*

2. Tandem-Switched Transport Facility

	Rate
Per Access Minute per mile	*

3. Tandem Switching

	Rate
Per Access Minute	*

4. Common Multiplexing

	Rate
Per Access Minute	*

4.1.3.B. End Office Switched Access Charge

End Office Switched Access Charge

	Rate
Per Access Minute	*

Shared End Office Trunk Port

	Rate
Per Access Minute	*

* The per minute of use charges applied to TERMINATING Intrastate Switched Access are found in the Company's FCC Access Services Tariff, Section 5.

PRICE LIST

5. SUPPLEMENTAL SERVICES

5.1. PRESUBSCRIPTION

	USOC	Nonrecurring Charge
IPIC Change Charge		
- Per Business or Residence line or trunk	NRZP5	$ 5.00
Unauthorized IPIC Change Charge		
- Per Business or Residence line or trunk	NRZP6	$20.00

5.2. BILLING NAME AND ADDRESS SERVICE

	USOC	Rate
Service Establishment Charge		
- Per account established	NRWBS	$500.00
BNA Request Charges		
- Manual, per BNA record requested	SWCBM	$ 1.05
- Mechanized, per BNA record requested	SWCBE	$ .18
- Non-Standard, per BNA record requested (applies in addition to the Manual or Mechanized charge)	SWCBN	$ .65
Additional Programming Charge		
- Per each half hour or fraction thereof	NRWPG	$ 40.00
Company-Provided Magnetic Tape Charge		
- Per Magnetic Tape	MMXCT	$ 25.00

PRICE LIST

5. SUPPLEMENTAL SERVICES

5.3. TOLL FREE (8YY) DATA BASE SERVICE

	Per Query Charge	Non-Recurring Charge
- Carrier Identification Charge - per query	.004053	None

5.4. PROVISION OF ACCESS SERVICE BILLING INFORMATION

Rates

	USOC	Rate
- Additional hard copies of the Customer's monthly bill or service and features record on paper,		
- per page	UUUPB	$0.24
- Additional copies of Bill Data Record information in magnetic tape format,		
- per record*	MMXR3	$0.0029
- Additional Electronic Data Transmission to a Customer Premises of Bill Data Record information,		
- per record* transmitted	UUUED	$0.0005

* A record is comprised of 225 bytes.