

ONVOY, INC.

REGULATIONS AND SCHEDULE OF CHARGES  
APPLYING TO  
TELECOMMUNICATIONS SERVICES  
FURNISHED  
IN THE STATE OF IOWA

[Replacing in its entirety Onvoy, Inc. Iowa Tariff filed on March 1, 2006 and subsequently revised  
October 1, 2007 and March 28, 2008]

CHECK SHEET

Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s).  
 Original and revised sheets as named below comprise all changes from the original Tariff that are currently in effect as of the date on the bottom of this sheet.

Sheet	Revision No.	Effective Date	Sheet	Revision No.	Effective Date
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### EXPLANATION OF SYMBOLS

The following symbols are applicable to all sections of this Tariff:

- (C) Signifies a changed regulation.
- (D) Signifies a discontinued rate, treatment, or regulation.
- (I) Signifies an increased rate or new treatment resulting in an increased rate.
- (M) Signifies a move of text from one area of the tariff to another, but no change in rate, treatment, or regulation.
- (N) Signifies a new rate, treatment, or regulation.
- (R) Signifies a reduced rate or new treatment resulting in reduced rate.
- (T) Signifies a change in text but no change in rate, treatment, or regulation.

## **1. INTERCONNECTING CARRIERS**

### **A. CONCURRING CARRIERS**

None.

### **B. CONNECTING CARRIERS**

Onvoy reserves the right to interconnect its services with those of any authorized Common Carrier, Local Exchange Carrier, or alternate access provider of its choice, and to utilize such services to provide the services described herein.

## **2. APPLICATION OF TARIFF**

This tariff applies to local and interexchange telecommunications services, between and among points within the State of Iowa furnished by Onvoy, Inc.

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SECTION 1 - DEFINITIONS

**Access Circuit:** A switched or dedicated access line provided by the local exchange carrier Onvoy, between the customer location and an Onvoy point of presence.

**Access Code:** A uniform five or seven digit code assigned by Onvoy to an individual customer. The five digit code has the form 10XXX, and the seven digit code has the form 950-XXXX or 101XXXX.

**Access Service:** Switched or Special Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

**Access Service Request (ASR):** The industry service order format used by Access Service customers and access providers as agreed to by the Ordering and Billing Forum.

**Access Tandem:** An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and customers' premises.

**Alternate Access:** Alternate Access has the same meaning as Local Access except that the provider of the service is an entity other than the local Exchange Carrier authorized or permitted to provide such service. The charges for Alternate Access may be specified in a private agreement rather than in a published or special tariff if private agreements are permitted by applicable governmental rules.

**Authorized User:** Any person, firm, employee, or corporation that is authorized by the customer to place or receive calls under a service agreement with Onvoy.

**Billed Party:** The person or entity responsible for payment of Onvoy service for an operator assisted call, as follows:

- (a) In the case of a Calling Card or Credit Card Call, the holder of the calling card or credit card used by the consumer; and
- (b) In the case of a Collect or Third Party call, the person responsible for the local telephone service at the telephone number that agrees to accept charges for the call.

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

**Cancellation:** Customer-initiated cancellation of a pending service order.

**Channel(s):** An electrical or, in the case of fiber optic-based transmission systems, a photonic communications path between two or more points of termination.

**CMRS: Commercial Mobile Radio Service**

**Common Channel Signaling (CCS):** A high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

**Common Line:** A line, trunk or other facility provided under the general exchange tariff of Onvoy, terminated on a central office switch.

**Constructive Order:** Delivery of Calls to or acceptance of calls from End User locations over Company switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection of an End User of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer.

**Conventional Signaling:** The inter-machine signaling system has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating Local Switching Center which terminates the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected and the sequence of supervisory signals and outputted digits is initiated. No overlap outputting ten digit ANI, ANI information digits, or acknowledgment link are included in this signaling sequence.

**Customer:** The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with Onvoy's tariff regulations.

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

**Duplex Service:** Service which provides for simultaneous transmission in both directions.

**End User:** An individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service, CMRS, VOIP services, or other telecommunications services provided by an Exchange Carrier, Common Carrier, Wireless Provider, VOIP Provider or other provider of services that transits the Company's facilities.

**Entrance Facility:** The dedicated Switched Access transport facility from the customer premise to the Onvoy serving wire center.

**Exchange Carrier:** Any individual, partnership, association, joint-stock Onvoy, trust, governmental entity or corporation engaged in the provision of interexchange telephone service.

**Fiber Optic Cable:** A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

**Firm Order Confirmation (FOC):** Acknowledgment by Onvoy of receipt of an Access Service Request from the Customer and commitment by Onvoy of a Service Date.

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

**Interexchange Carrier (IXC) or Interexchange Common Carrier:** An IXC provides long distance service between LATAs; therefore, an example would be a long distance company. As compared with a Local Exchange Carrier (LEC), an IXC provides the long distance (intraLATA/interLATA) piece of the call, whereas the LEC provides the local piece.

**Kbps:** Kilobits, or thousands of bits, per second.

**Local Access:** The connection between a customer's premises and a point of presence of the Exchange Carrier.

**Local Switching Center:** The switching center where telephone exchange service customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

**Mbps:** Megabits, or millions of Bits, per second.

**Meet Point Billing (MPB):** The arrangement through which multiple Exchange Carriers involved in providing Access Services divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Services agrees to bill under its respective tariff.

**NPA:** Numbering Plan Area (Area Code).

**Non-Recurring Charge (NRC):** The one time initial charges for services or facilities; including but not limited to, charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

**Off-Hook:** The active condition of Switched Access or a telephone exchange service line. Example: The receiver of the telephone set is ready to dial a phone number or is ready for a conversation.

**On-Hook:** The idle condition of switched access or a telephone exchange service line. Example: The status of the receiver of a telephone is ready for an incoming call. It is not possible to hold a conversation during On-Hook status.

**Operator Assisted Call:** Any telephone connection completed through the use of Onvoy operator services.

**Operator Services:** Any telecommunications service that includes, as a component, any automatic or live assistance to a consumer to arrange for billing or completion, or both, of a telephone call through a method other than--

- (a) automatic completion with billing to the telephone from which the call originated; or
- (b) completion through an access code used by the consumer, with billing to an account previously established with the carrier by the consumer.

**Operator Surcharge:** A non-measured (fixed) charge which is added to a measured charge in calculating the total tariff charges due for a completed operator assisted call.

**Out of Band Signaling:** An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

**Point of Interconnection (POI):** The demarcation point or network interface on the Company's premises between the Company's facilities and the Customer's facilities.

**Point of Presence (POP):** Location where the customer maintains a facility for purpose, of interconnecting to Onvoy's Network.

**Premises:** The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

**Presubscription:** An arrangement whereby an End User may select and designate to Onvoy an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC (s) are referred to as the End-User's Primary Interexchange Carrier (PIC). The End User may select any IXC that orders FGD Switched Access Service at the Local Switching Center that serves the End User.

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

**Service Commencement Date:** For Special Access Service and Direct Connect Switched Access Service the first day following the date on which Onvoy notifies the Customer that the requested service or facility is available for use. Unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service

**Commencement Date.** If Onvoy does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by the customer. For Tandem Connect Customers, the Service Commencement Date will be the first date on which the service or facility was used by the Customer.

**Service Order:** The written request for Network Services executed by the Customer and Onvoy in a format devised by Onvoy, or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff. The signing of a Service Order or submission of an ASR by the Customer and acceptance thereof by Onvoy initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

**Service(s):** Onvoy's telecommunications Access Services offered on Onvoy's Network.

**Serving Wire Center (SWC):** The local Onvoy office from which dial tone for local exchange service would normally be provided to the Customer premises.

**Shared Facilities:** A facility or equipment system or subsystem which can be used simultaneously by several customers.

**Signaling Point of Interface:** The Customer designated location where the SS7 signaling information is exchanged between Onvoy and the Customer.

**Signaling System 7 (SS7):** 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).

**Signaling Transfer Point Access:** Allows the Customer to access a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening.

**Special Access Service:** Dedicated access between a Customer's Premises and another Point of Presence for the purpose of originating or terminating communications. Special Access is available to both carriers and end users, as defined in this tariff.

**Switched Access Service:** Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this tariff.

**Tandem Switched Transport (TST):** The transport between the SWC and wire centers or between an access tandem and wire centers that subtend the access tandem.

**Trunk:** A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

**Wire Center:** A building in which central offices, used for the provision of Telephone Exchange services, are located.

**Wireless Provider:** Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

**VOIP Provider:** Any individual, association, corporation, governmental agency or any other entity that is providing a voice over the Internet protocol service or other Internet protocol service. The VOIP Provider may or may not be certified to provide service by the Federal Communications Commission or state regulatory agency.

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SECTION 2 - GENERAL REGULATIONS

The regulations set forth herein apply to intrastate telecommunications services and facilities furnished within the State of Iowa by Onvoy, Inc. hereinafter referred to as the Company, subject to the jurisdiction of the Iowa Utilities Board.

When services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply to that portion of the service or facilities furnished by it.

**2.1 UNDERTAKING OF THE COMPANY**

The Company undertakes to provide the services offered in this Tariff on the terms and conditions and at the rates and charges specified. This undertaking is dependent upon the availability of facilities. The facilities used to provide a particular service shall be chosen by the Company and are not represented to be suitable for any one service.

**2.2 LIABILITY OF THE COMPANY**

- A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing telecommunications service and not caused by negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur. No other liability shall in any case attach to the Company. The above described remedies in favor of customer are exclusive and in no event shall the Company, its contractors and agents be liable to or responsible for customer or any other person or entity with respect to any other liability, loss or damage, arising out of, caused or alleged to be caused, directly or indirectly, by the Company, including but not limited to any death, bodily injury, an interruption of service, loss of business or profits or any indirect, special, or consequential damages.
- B. The customer indemnifies and saves the Company harmless (including costs and reasonable attorneys' fees) against the following:
1. Acts or omissions of other companies when their facilities are used in connection with the Company's facilities to provide service.
  2. Any defacement or damage to the customer's premises resulting from the existence of the Company's instruments, apparatus and associated wire on such premises, or from the installation or removal thereof, when such

defacement or damage is not the result of the negligence of the Company, or its employees.

3. Any accident, injury, or death occasioned by its equipment or facilities when such is not due to negligence of the Company.
  4. Claims for libel, slander, or infringement of copyright arising directly or indirectly from the material transmitted or recorded over its facilities; claims or infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus, systems and their associated wiring of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.
  5. Liability for failure to provide service.
- C. The customer indemnifies and saves the Company harmless against any accident, injury or death caused through the use of apparatus which fail to meet the dielectric requirements as established by the Company when such apparatus is provided by the customer. The Company has the right of refusing to, or ceasing to, render service to a customer if at any time any of the telephones, appliances, lines or apparatus on the customer's premises shall be considered unsafe by Company personnel, or if the use of the service shall be prohibited by or forbidden under any law, ordinance or regulation.
- D. Customer Owned Equipment:

Upon request of customer for trouble a visit charge will be made if trouble is found to be in customer provided systems.

The Company shall not be responsible for the installation, operation, or maintenance of any customer-provided systems. Exchange and message toll telephone services are not represented as adapted to the use of customer-provided systems where such systems are connected to the Company facilities. The responsibility of the Company shall be limited to the furnishing of facilities suitable for exchange and message toll services and to the maintenance and operation of such facilities in a manner proper for such services; subject to this responsibility the Company shall not be responsible for the through transmission of signals generated by the customer-provided systems or for the quality of, or defects in, such transmission or the reception of signals by customer-provided systems.

The Company shall not be responsible to the customer or otherwise if changes in the criteria, or in any of the facilities, operations or procedures of the Company render any customer provided facilities obsolete or require modification or alteration of such

facilities or otherwise affect its use or performance. Where it is reasonably foreseeable to the Company that such changes may affect customer provided facilities, the Company shall provide reasonable notice.

E. Emergency Services:

The customer also agrees to release, indemnify and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion to use of E911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including but not limited to, the identification of the telephone number, address or name associated with the telephone used by persons accessing 911 service there under, and which arises out of the negligence or other wrongful act of the customer, its user, agencies or municipalities, or the employees or agents of any one of them.

Under no circumstances shall the Company or its officers, directors, employees or agents have any liability to the county, a person placing an emergency call on the system or to any other person or entity for any loss, damage, injury or liability which they may suffer, sustain, incur or become subject to, arising out of, based upon or resulting from any negligence on the part of the Company or its officers, directors, employees or agents in preparing or furnishing, or any delay in preparing or furnishing any E911 listings and/or updates to the county and/or in responding and/or delay in responding to an emergency call, including but not limited to any death or bodily injury or any direct, indirect, incidental, special, consequential or other damages.

F. Public Safety and Customer Protection:

The Company recommends that the customers be aware of the following possible hazards that exist while using the telephone:

USE OF THE TELEPHONE NEAR WATER

The telephone should not be used while you are in a bathtub, shower or pool. Immersion of the telephone or handset in water could cause an electrical shock.

USE OF THE TELEPHONE DURING AN ELECTRICAL STORM

You should avoid using a telephone during an electrical storm in your immediate area; calls of an urgent nature should be brief. Although all companies use protective measures to limit abnormal electrical surges from entering your home, absolute

protection is impossible. There is a remote risk of a dangerous electrical shock from lightning when using the telephone during a nearby electrical storm.

#### USE OF THE TELEPHONE TO REPORT A GAS LEAK

If you think you've found a gas leak, you should not use a telephone in the vicinity of the leak until the leak is repaired. The telephone contains electrical contacts that could generate a tiny spark when you lift the handset and dial. It may be possible for this spark to trigger an explosion if the gas concentration is high enough.

#### G. Directories

1. The liability of the Company for damages arising out of mistakes, omissions, or errors in directory listings and not caused by negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omissions, or errors in directory listings. No other liability shall in any case attach to the Company.

### **2.3 USE OF SERVICE**

#### A. General

Service is furnished for use by the customer and may be used only by others as specifically provided elsewhere in this Tariff.

#### B. Unlawful Use of Service

Service shall not be used for any unlawful purpose. The Company may refuse to furnish service to an applicant or may disconnect the service of a customer when:

- 1) A government law enforcement agency, acting within its jurisdiction, advises the Company that such service is being used or will be used unlawfully or for an unlawful purpose, or
- 2) The Company has other information which reasonably causes it to believe that such service is being used or will be used unlawfully or for an unlawful purpose.

#### C. Obscenity

Service shall not be used to make any oral or written comment, request, suggestion or proposal, or to transmit any nonverbal material which is obscene, lewd, lascivious, filthy or indecent or otherwise not protected by law.

D. Impersonation

Service shall not be used to impersonate another person with fraudulent or malicious intent.

E. Harassment

Service shall not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass such other person.

F. Fraudulent Use

1) Service shall not be used to transmit a message, to locate a person, or to otherwise give or obtain information without payment of the charges applicable to such use.

2) No device shall be used by a customer with the service or facilities of the Company for the purpose of avoiding payment of the applicable charge.

G. Interference With or Impairment of Service

Service shall not be used in any manner which interferes with another person in the use of service, prevents another person from using service, or otherwise impairs the quality of service to other customers.

H. Subscribing to Adequate Service

If a customer's use of service interferes unreasonably with the service of other customers, he will be required to take service in sufficient quantity or of a different class or grade.

I. Resale of Service

The resale of service is not permitted unless the customer is in compliance and certified under Section 214 of the Communications Act, and as may be excepted in this Tariff.

J. Location of Service

Service shall not be so located in such a manner as to enable other than authorized users to use the service.

## **2.4 APPLICATIONS FOR SERVICE**

- A. An application for service made in writing establishes the contract between the Company and the customer on the terms and conditions set forth in this Tariff. Neither the contract nor any rights acquired there under may be assigned or in any manner transferred.
- B. Any change in rates or regulations prescribed by the Iowa Utilities Board modifies the terms and regulations of contracts to the extent of such change.

## **2.5 MINIMUM CONTRACT PERIODS**

- A. Except as otherwise provided, the minimum contract period is one month for all services furnished.
- B. The length of minimum contract period for directory listings, where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to the customers to the day the succeeding directory is first distributed to customers.
- C. The Company may require a minimum contract period longer than one month at the same location in connection with special (nonstandard) types or arrangements of equipment, or for unusual construction, necessary to meet special demands and involving extra costs.

## **2.6 CANCELLATION OF APPLICATION FOR SERVICE PRIOR TO ESTABLISHMENT OF SERVICE**

- A. Where the applicant cancels an order for service prior to the start of installation or special construction of facilities, no charge applies.
- B. Where installation of facilities, other than those provided by special construction, has been started prior to the cancellation, the lower of the following charges applies:
  - 1) The total costs (including overheads) in connection with providing and removing such facilities.
  - 2) The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this Tariff plus the full amount of any installation and termination charges applicable.

- C. Where special construction of facilities has been started prior to cancellation, and there is another requirement for the specially constructed facilities in place, no charge applies.
- D. Where special construction of facilities has been started prior to the cancellation, and there is no other requirement for the specially constructed facilities, a charge equal to the costs incurred in the special construction (including overhead) applies. Where one or more, but not all, of the service involved in the special construction are canceled, a charge equal to the cost (including overheads) incurred for the discontinued service applies.
- E. Installation or special construction of facilities for a customer starts when the Company incurs any expense in connection therewith which would not otherwise have been incurred and the customer has advised the Company to proceed with the installation or special construction.

## **2.7 ADVANCE PAYMENTS**

- A. At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service and/or installation charges which may be applicable, in addition to such special construction and installation charges as are to be borne by the applicant. The amount of the advance payment is credited to the customer's account on the first bill rendered.
- B. Federal, State or Municipal governmental agencies may not be required to make advance payments.

## **2.8 CREDIT POLICY**

- A. Deposit and Guarantee Requirements

The Company will not require deposits from Iowa customers.

## **2.9 CUSTOMER BILLING**

- A. Regular bills will be issued periodically (monthly, quarterly). For billing purposes each month is presumed to have thirty days.
- B. Special bills for long distance telecommunications service may be issued at any time when charges are unusually high and the Company is uncertain as to the customer's ability to pay such charges.
- C. Services which are charged for at monthly rates are billed in advance for one month's service.

- D. Services which are charged for at other than monthly rates are billed in arrears.
- E. Detail call information, such as the time at which made, duration and destination may be provided for long distance telecommunications message service.
- F. Retroactive billing adjustments will not be made for a period exceeding three years.

## **2.10 PAYMENT FOR SERVICE**

- A. The customer is responsible for the payment of rates and charges for all services furnished including, but not limited to, calls originated or received at a customer's service location.
- B. Bills are due 20 days after they are rendered and may be paid at any of the Company's public business offices or other authorized payment locations.
- C. Charges for a message originated or accepted at a coin telephone shall be paid by cash deposit in the coin telephone unless arrangements for billing have been made.

- D. Non-sufficient Fund or No Account Checks

When a customer pays the monthly bill with a non-sufficient fund or no account check, a charge (see Section 6) will be made to that customer to cover the administrative costs incurred in handling the transaction.

- E. Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

300 South Highway 169, Suite 700

Minneapolis, Minnesota 55426

Phone (763) -230-2036 or 1 – 800 – 933 - 1224

Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a customer occurs, due either to Company or customer error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount over billed.

If after an investigation and review by the Company a disagreement remains as to the disputed charges, the customer may file a complaint, in writing or by telephone, to the Iowa Utilities Board at:

Iowa Utilities Board  
350 Maple Street  
Des Moines, Iowa 50319  
Toll Free 1 - (877) 565 - 4450  
E-mail: iubcustomer@iub.state.ia.us

## **2.11 FAILURE TO PAY FOR SERVICE**

### **A. Regular Monthly Bills**

- 1) A customer is considered to be delinquent in the payment of a regular monthly bill when the sum due is not received on or before the twenty fifth-calendar day following the day the bill is either mailed or delivered by other means.
- 2) When a customer is delinquent in the payment of a regular monthly bill, the Company may disconnect the service after giving a customer five (5) days (excluding Sundays and legal holidays) written notice of intention to disconnect. Written notice may be mailed or delivered by a representative of the Company. Service shall not be disconnected on any Friday, Saturday, Sunday, or legal holiday, or at any time when the Company's business offices are not open to the public, except where an emergency exists.
- 3) In the event of a dispute concerning the bill, the Company may require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, the Company and Customer shall attempt to resolve the dispute. Company shall not disconnect service for nonpayment of a disputed amount less than 45 days after rendering of disputed bill. The 45 days may be extended by up to 60 days if requested by the Board following the filing of a written complaint by Customer.

### **B. Special Bills**

- 1) A customer is delinquent in the payment of a special bill, as described in 11.B. preceding, when the sum due is not paid upon presentation.
- 2) When a customer is delinquent in the payment of a Long Distance bill, the Company may disconnect long distance service not sooner than five days

(excluding Saturdays and Sundays) after mailing or delivery of written notice of intention to disconnect.

## **2.12 RESTORAL OF TELECOMMUNICATIONS SERVICE**

- A. If a customer's service is restored after having been disconnected in accordance with this Tariff and a Company service order to terminate such service has not been completed when such service is restored, the customer will be required to pay Service Charges specified in Section 14 of this Tariff. Monthly service rates will not apply for the period between the disconnection and reconnection.
- B. When a customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.

## **2.13 TELEPHONE NUMBERS**

The customer has no proprietary right in a telephone number; and the Company may change the telephone number of a customer whenever, in the conduct of its business, it deems it desirable to do so.

## **2.14 DIRECTORIES**

- A. The Company will furnish to its customers, without charge, the appropriate exchange carrier's directory as necessary for the efficient use of the service. Copies of other directories may be provided at a nominal charge.
- B. No liability for damages arising from errors in or on missions of directory listings, or listings obtained from the Directory Assistance operator, shall attach to the Company. In the case of additional or extra listings for which a charge is made, its liability shall be limited to the monthly rate for each such listing for the charge period during which the error or omission continues.

## **2.15 OWNERSHIP OF FACILITIES**

Telecommunications facilities furnished by the Company remain the property of the Company until transferred or abandoned or except as otherwise provided in this tariff.

## **2.16 ACCESS TO FACILITIES**

The customer shall provide employees and agents of the Company access to Company facilities, at all reasonable times.

**2.17 REARRANGEMENT, REPAIR, MAINTENANCE, DISCONNECTION AND REMOVAL OF FACILITIES**

- A. All facilities owned by the Company will be maintained by it, except where such facilities are situated, in the judgment of the Company, in hazardous or inaccessible locations. B. Customers may not rearrange, disconnect, remove or otherwise tamper with, or permit others to rearrange, disconnect, remove or tamper with any facilities owned by the Company, except with the Company's written consent, or as specified elsewhere in this tariff.

**2.18 DAMAGE, LOSS OR DESTRUCTION OF COMPANY FACILITIES**

All ordinary expense of maintenance and repair of Company facilities, unless otherwise specified in this Tariff, is borne by the Company. If any of the Company's facilities are damaged, lost or destroyed and not due to ordinary wear and tear, the customer is held responsible for the cost of replacing the lost or destroyed facilities or restoring the damaged facilities to their original condition, except when caused by the negligence of the Company.

**2.19 POWER SUPPLY**

The customer is responsible for providing a suitable supply of commercial electrical power, including outlets, when and where required by the Company for the operation of any Company-provided telecommunications equipment on the customer's premises.

**2.20 INTERRUPTIONS TO SERVICE**

- A. When service is interrupted and the interruption exceeds a 24-hour period (as measured from the time the interruption is reported to or detected by the Company, whichever occurs first, unless otherwise stated in another Section of this Tariff or that of a connecting company which governs), a credit allowance will be made, at the customer's request, for the service which is rendered useless and inoperative due to the interruption.
- B. A credit allowance will not be given for:
- 1) Interruptions caused by the negligence or willful act of the customer.
  - 2) Interruptions caused by customer-provided facilities.
  - 3) Interruptions caused by electric power failure where the customer furnishes such electric power.
- C. The credit allowance will be based upon the ratio of the duration of the service interruption (measured from the time the interruption is reported to or detected by the

Company, whichever occurs first) to the total time in a 30 day month. That ratio, multiplied by the monthly rate for the service affected shall determine the amount of the credit allowance. No other liability shall attach to the Company in consideration of such interruption to service. Retroactive billing adjustments will not be made for a period exceeding three years.

## **2.21 IDENTIFICATION OF PARTIES TO COMMUNICATIONS**

The calling party shall establish their identity as often as may be necessary in the course of any communication.

The calling party shall be solely responsible for establishing the identity of the party with whom connection is made at the called station or stations.

## **2.22 LIMITING OF COMMUNICATIONS**

The Company may limit communications over its facilities during emergencies which result in a shortage of facilities.

## **2.23 TERMINATION OF TELECOMMUNICATIONS SERVICE**

- A. Telecommunications service may be terminated prior to the expiration of the minimum contract period upon notice being given to the Company in advance and upon payment of the termination charges given below in addition to all charges due for service which has been furnished.
- 1) In the case of service for which the minimum contract period is one month, the termination charges are the charges due for the balance of the initial month.
  - 2) In case of additional directory listings where the listing has appeared in the directory, the termination charges are the charges due to the end of the directory period. In the following cases, however, charges will continue only to the date of termination of the extra listing subject to a minimum charge for one month:
    - a. The contract for the main service is terminated.
    - b. The listed party becomes a customer to telephone exchange service.
    - c. The listed party moves to a new location.
    - d. The listed party dies.

- 3) In the case of special equipment for which the minimum contract period is in excess of one month at the same location, such proportion of the sum of the cost of the equipment and of its installation, plus the cost of removal, less the salvage value of the equipment removed, as the unexpired portion of the minimum contract period bears to the full minimum contract period.
- B. Telecommunications service may be terminated after the expiration of the minimum contract period, upon the Company being notified in advance and upon payment of all charges due to the date of termination of the service.
- C. Telecommunications service will not be disconnected on any Saturday, Sunday or legal holiday or at any time when the company's business offices are not open to the public, except when an emergency exists.
- D. The Company generally does not provide services to residential customers, however, if it does, disconnection shall be postponed 30 days if an existing medical emergency of the customer, a member of the customer's family, or any permanent resident of the premises where the service is rendered would present a special danger to the health of any permanent resident. The Company may require written verification of the danger. Service shall be restored if disconnection was made within 14 days prior to the verification. If the customer does not make payment during the 30 day period, the service is subject to disconnection.

#### **2.24 DISCONNECTION OF TELECOMMUNICATIONS SERVICE**

- A. The company may discontinue service to a customer under the conditions set forth below in accordance with IUB rules. In general the Company will provide five days written notice prior to disconnection. Disconnection without notice will occur under any of the following conditions:
  - 1) without notice in the event of tampering with the company's equipment;
  - 2) without notice in the event of a condition determined to be hazardous to the customer, to other customers of the company, to the company's equipment, the public, or to employees of the company; or
  - 3) without notice in the event of a customer's use of equipment in such a manner as to adversely affect the company's equipment or the company's service to others.
  - 4) without notice in the event of unauthorized use;

- 5) for violation of or noncompliance with the Company's rules in this tariff, the requirements of municipal ordinances or law pertaining to the service.
- 6) for failure of the customer or prospective customer to furnish service equipment, permits, certificates or rights of way as specified to be furnished as a condition of obtaining service.
- 7) for failure of the customer to permit the Company reasonable access to Company equipment.
- 8) for nonpayment of a bill, except as restricted by 22.4 (7) of the Code, provided that the Company has made a reasonable attempt to effect collection and : (1) the Company has provided five days written notice to the Customer, except that disconnection may take place prior to the expiration of the 5-day notice period if the Company determines that usage during the 5-day notice period is so abnormally high that a risk of irreparable revenue loss is created; (2) the Company is prepared to reconnect the same day if disconnection is scheduled for a weekend, holiday or after 2 p.m.; (3) In the event of a dispute concerning a bill, the Company may required the customer to pay a sum of money equal to the amount of the undisputed portion of the bill.

## **2.25 REFUSAL OF TELECOMMUNICATIONS SERVICE**

The Company may refuse to furnish telecommunications service if it has reasonable cause to believe that the service will be used in violation of, or noncompliance with, any of the regulations or other conditions contained in this Tariff governing the furnishing of such service. If the Company so refuses to furnish service it will inform the applicant of their right to complain to the Iowa Utilities Board. If the Board shall, upon hearing such complaint, determine that the service will not be used in violation of any of the regulations or other conditions contained in this Tariff, the service will be promptly furnished.

## **2.26 SPECIAL CONSTRUCTION**

### **A. Property**

- 1) An average amount of entrance and distribution facilities may be furnished by the Company provided the facilities are of the standard type normally furnished for the particular location or kind of service.
- 2) If additional entrance or distribution facilities are required; if the conditions are such as to require special equipment, maintenance or methods of construction; if the stability of the customer has not been established; if the installation is for a temporary or semi-permanent purpose or if for any other

reason the construction costs are excessive as compared with the revenue to be derived, the applicant shall be required to pay the costs over and above those applicable for a normal installation.

- 3) The customer will provide the Company without charge written permission for the placing of the Company's facilities on the property.

**B. Underground**

- 1) When feasible, conduit will be furnished by the Company at cost, or conduit may be provided by the applicant subject to the Company's specifications. Conduit used for Company facilities may not be used for any other purpose without the consent of the Company. The distance between the conduit and an electric light or power conduit or conductor shall be in accordance with the Company's specifications. The customer shall be required to pay the entire cost of maintenance of conduit including subsequent excavations and replacements necessary because of damage resulting from negligence on the part of the customer or the customer's representatives or from freezing or improper drainage.
- 2) The cost of relocating underground entrance facilities at the customer's request will be borne by the customer.

**2.27 SPECIAL ASSEMBLIES OF EQUIPMENT OR SPECULATIVE PROJECTS**

A. Special Assemblies of Equipment or Speculative Projects, for which provision is not otherwise made in this Tariff or those involving unusual costs, may be provided where practicable, if not detrimental to any of the telecommunications services furnished by the Company.

- 1) The charge for such facilities may be in the form of an installation charge, a monthly charge, a termination charge or any combination thereof, and will include, but not limited to, when applicable, one or more of the following estimated expense items associated with the special equipment or service provided:
  - a) Maintenance expense
  - b) Depreciation expense - including reusable and non-recoverable items
  - c) Administration expense
  - d) Taxes - including Federal Income Tax

- e) Any other specific items of expense that may be associated with the facility provided
- f) A reasonable return on investment
- 2) The estimated installation cost used in the derivation of the various expense items shall include but not limited to, the following:
  - a) Material
  - b) Material overhead
  - c) Installation labor
  - d) Installation labor overhead
- B. In connection with Marketing and Sales studies or programs, the Company reserves the right to waive Service Charges within specified areas for such periods of time as designated by the Company and filed with the Commission.

## **2.28 ADJUSTMENTS FOR MUNICIPALITY PAYMENTS**

- A. If at any time a municipality acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Company and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the customers receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee or charge among customers uniformly on the basis of each customer's monthly charges for the types of service made subject to such tax, fee or charge.

## **2.29 CUSTOMER PREMISES INSIDE WIRING**

- A. Inside Wiring (I/W) is the facility used to extend the Exchange Carrier (EC) network from the demarcation point to the location where the connection is made to the Customer's Premise Equipment (CPE). See Section 3 for the definition of the demarcation point. The demarcation point is the point where regulated access terminates.
- B. Inside Wiring is deregulated and detariffed January 1, 1987, as ordered by the F.C.C.
- C. Customers must make their own arrangements for provisioning of inside wire with the option for them to provide inside wire themselves, arrange inside wire installation, removal, replacement, rearrangement or maintenance with a vendor of their choice, or

request the Company to perform their service request. The Company provides maintenance and installation of inside wire on a deregulated basis.

- D. Company specific rates and charges may be obtained from the business office.

### **2.30 JURISDICTIONAL REPORTING**

A. Jurisdictional Determinant: Interstate usage is 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 number) is situated is an intrastate communications and every call for which the point of entry is in a state other than that where the called station (as designated by the called station number) is situated is an interstate communication. When the Customer connects at the Company Access Tandem for traffic from an end office that is in a LATA with a Company POI, the Company's POI represents the location where such calls enter the Customer network. When a Customer connects at a Company POI, the Company POI represents the location where such calls enter the Customer network. When the Customer connects at the Company Access Tandem for traffic from an end office located in a LATA where there is no Company POI, the Company Access Tandem represents the location where such calls enter the Customer network.

B. Jurisdictional Requirements:

- a. The Customer must indicate a projected Percent of Interstate Use (PIU) factor by service ordered in a whole number (i.e., a number 0 – 100) when ordering Switched Access Service.
  
- b. For Switched Access Service access minutes, when the Company has sufficient information to determine the jurisdiction for the call pursuant to Section 6.2 the Company will bill the call minutes of use according to that jurisdiction. The projected PIU factor will be used to apportion call minutes for which information was insufficient to determine the jurisdiction between interstate and intrastate jurisdictions.

When information is insufficient to determine the jurisdiction, and the Customer does not supply a projected PIU factor, calls will be billed using a PIU of 50 (50% interstate and 50% intrastate).

c. Effective on the first of January, April, July and October of each year, the Customer shall update the intrastate and interstate jurisdictional report PIU factors. The Customer shall forward to the Company, to be received no later than fifteen (15) calendar days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three (3) months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use. Except as set forth in the previous Subsection A where jurisdiction can be determined, the revised report will serve as the basis for the next three (3) months billing and will be effective on the bill date of the following month (i.e., February, May, August and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to the same as provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as provided in the order for the service.

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SECTION 3 - LOCAL EXCHANGE SERVICE

**3.1 General**

1. The Local Exchange Service Rates are for service only and do not include any terminal equipment beyond the point of demarcation. The rates for Local Exchange Service are subject to the conditions set forth herein and the General Regulations governing provision of service. The General Regulations are set forth in Section 16 of this tariff book.
2. The rates applicable to Local Exchange Service are composed of a Line Access Rate, applicable Extended Area Service components, taxes and surcharges.
3. Extended Area Service
  - a) Establishment and discontinuance of EAS will be contingent upon Commission authorization.
4. Taxes
  - a) Applicable taxes levied by state, county and local taxing authorities are in addition to the rates set forth in this tariff. (See also General Regulations, Section 4).

Class of Service

Monthly Rates   Non-recurring Charge

Basic Business Line\*

All rates are billed in advance. Payment for service is due when the statement is rendered.

\* The Company shall make the schedule of its rates available to customers on the Company's Web site, or by mail, upon request.

**3.2 DIRECTORY ASSISTANCE SERVICE**

A. General

1. Telephone calls by customers for telephone number listings will be answered and numbers given if the requested number is listed in the Directory Assistance records.

2. The rates below apply for calls to Directory Assistance of the customers local calling area, except as provided below. The charges also apply to customers within such local calling areas in adjacent states that are subject to this Tariff.
3. The Company shall not be liable for any errors or omissions, whether arising through negligence or otherwise, in the information furnished; and the customer shall indemnify and save the Company harmless against all claims (including costs) and reasonable attorney's fees) that may arise from the use of such information.

**B. Rates**

1. The Company shall make the schedule of its rates available to customers on the Company's Web site, or by mail, upon request.
2. Requests placed through the operator when normal Directory Assistance service is available are subject to the rate for direct dialed calls plus the charge for other operator station-to-station Local Operator Assistance, as specified in this section.
3. Charges for Directory Assistance Service are not applicable to calls placed from hospitals or from customers whose physical, visual, mental or reading handicaps prevent them from using the telephone directory. The method of exempting those handicapped customers shall be via the completion of an exemption form and the Company's acceptance of that form.

**3.3 DIRECTORY LISTINGS**

**A. General**

The following rates are applicable to the alphabetic section of the Telephone Directory for business customers.

**B. Rates**

1. The Company shall make the schedule of its rates available to customers on the Company's Web site, or by mail, upon request.

<u>Install</u> <u>Charge</u>	<u>Monthly</u> <u>Rate</u>
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1. Additional listing, per listing
2. Alternate Listing, each

1. A Primary listing, which may include the name, address and telephone number of the individual, organization, firm or corporation for whom the service has been contracted, will be furnished at no charge.
  - a. Listings will be limited to such information as is necessary for proper identification.
  - b. The length of a listing may be limited by the use of abbreviations where the clarity of the listing and the identification of the customer will not be impaired.
  - c. The Company may refuse to insert any listing, which in its judgment does not facilitate the use of the directory.
2. An additional listing may include the same address and telephone number as the primary listing, except that a different address may be shown for off-premises stations located on other premises occupied solely by the customer.
  - a. Additional listings may be furnished with business service for persons who occupy the same premises at the rates shown above.
3. An alternate call listing refers a calling party to certain other telephone numbers after business hours or on Sundays or holidays or if there is no answer on the first listed number.
  - a. Where the alternate call number is to be that of another customer, the listing will be furnished only with written approval of the other customer.
4. The length of contract period for directory listings, where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is distributed to the customers to the day the succeeding directory is distributed to the customers. Unless the listing no longer serves the customer because of disconnection, removal, etc., of the service, the minimum contract period will be for at least 30 days.

### **3.4 LOCAL OPERATOR SERVICE**

#### **A. General**

1. Local Operator Service is furnished to customers upon their request in order to complete local calls.

2. There are six classes of local operator service offered: Operator Handled Calling Card Call, Machine Handled Calling Card Calls, Operator Station to Station Calls, Person to Person Calls, Busy Line Verification and Busy Line Interrupt.
  - a. Operator Handled Calling Card Call  
  
For a completed calling card call that was dialed 0+ where the operator enters the calling card number.
  - b. Machine Handled Calling Card Call  
  
For each completed call that was dialed 0+ where the customer entered the required information, such as calling card number.
  - c. Operator Station-to-Station Calls  
  
Customer dialed “0” calls where the operator completes the call and arranges billing. Can be billed to the originating telephone number, credit card, collect or to a third number.
  - d. Person to Person Calls  
  
Customer dialed “0” calls where the operator completes the call and arranges billing. Can be billed to the originating telephone number, credit card, collect or to a third number.
  - e. Busy Line Verify  
  
Customer requested operator assistance in determining if called line is actually busy or out of service.
  - f. Busy Line Interrupt  
  
Calls wherein the customer requests the operator to interrupt conversation on a busy line and gives a message to the person whose line is interrupted.
  - g. Operator Assistance  
  
Charge for 0 – calls that turn into incomplete 0 + toll calls.

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h. Operator Connection to Directory Assistance

Charge for each operator placed call to Directory Assistance.

3. Customers who identify themselves as being disabled and unable to dial the call, will not be required to pay local operator service charges for sent paid station-to-station calls from public and semipublic coin telephones.

B. Rates – The Company shall make the schedule of its rates available to customers on the Company’s Web site, or by mail, upon request.

Charge Per Call

Operator Handled Calling Card Call  
Machine Handled Calling Card Call  
Operator Station-to-Station Call  
Person to Person Call  
Busy Line Verify  
Busy Line Interrupt  
Operator Assistance  
Operator Connection to Directory Assistance  
Complete-a-Call  
Local Collect Call

Local operator assistance charges will not apply to calls placed to the Company business office, Company repair service, emergency calls, 911 or the law enforcement and public safety agencies.

**3.5 DIRECT INWARD DIALING SERVICE (DID)**

A. Regulations

1. The charges applicable to direct inward dialing service contemplate the use of standard Company equipment and serving arrangements. When equipment or service of a special type is requested and provided, rates and charges based on the additional costs involved to meet the requirements of each case will apply.
2. The rates and charges specified are in addition to the rates and charges for other services or facilities with which this service is associated.

3. The Company will assign line numbers for direct inward dialing in blocks of numbers. When additional numbers are required, they will be made available as soon as the Company has equipment available for this purpose. The Company does not guarantee that line numbers will be made available in all cases.

B. Description

DID service is an optional feature which can be purchased in conjunction with Company provide analog Business trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number.

- C. Rates – The Company shall make the schedule of its rates available to customers on the Company's Web site, or by mail, upon request.

Charges

Non-Recurring                      Monthly

A. DID Number Charges

1. Group of 20 line numbers assigned

**3.6 SERVICE AREAS**

- A. The Company will provide services throughout the geographic areas listed below:

Ackley	Eagle Grove	Northwood
Adel	Earlham	Norwalk
Algona	Estherville	Oelwein
Ames	Ft. Madison	Onawa
Anamosa	Garner	Osage
Ankeny	Geneva	Oskaloosa
Anthon	Gilmore City	Ottumwa
Arnold park	Glenwood	Parkersburg
Atlantic	Granger	Perry

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Blairsburg	Grimes	Pocahontas
Boone	Hamburg	Polk City
Bradgate	Hampton	Prairie City
Britt	Harrisburg	Red Oak
Burlington	Hudson	Renwick
Calmar	Humboldt	Rose Hill
Canton	Independence	Runnells
Carlisle	Indianola	Sheldon
Carroll	Iowa City	Shenandoah
Carter Lake	Iowa Falls	Silver City
Cedar Falls	Jewell	Sioux City
Cedar Rapids	Keokuk	Sioux Rapids
Center Point	Lake Park	Spencer
Charles City	Lansing	Spirit Lake
Cherokee	Laurens	Storm Lake
Clarion	Livermore	Stuart
Clinton	LuVerne	Underwood
Coggon	Malvern	Van Meter
Colfax	Manly	Vinton
Correctionville	Mapleton	Walcott
Council Bluffs	Maquoketa	Waterloo
Crescent	Marshalltown	Waukee
Dallas Center	Mason City	Waukon

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Danbury	Merrill	Waverly
Davenport	Milford	Webster City
Dawson	Mineola	Wesley
Decorah	Missouri Valley	West Union
Denver	Monticello	Whiting
Des Moines	Mount Vernon	Whittemore
Dike	Muscatine	Williams
Dubuque	Nashua	Winterset
	Neola	
	New Hartford	

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SECTION 4 - SERVICE CONNECTION CHARGES

**4.1. GENERAL**

1. Service connection charges are those charges associated with work performed by the Telephone Company in connection with the provisions of service for a customer.
2. Service connection charges are in addition to any other scheduled rates and charges. They apply in addition to and not in lieu of non-recurring charges or construction charges.
3. The charges herein do not contemplate work being performed by Company employees at a time when overtime wages apply due to the request of the customer, nor do they contemplate work begun being interrupted by a customer. If the customer requests overtime labor to be performed or interrupts work once begun, a charge in addition to the specified charge will be made equal to the additional cost involved.
4. The charges do not include work related to the installation or repair of customer owned equipment or inside wiring.

**4.2 CHARGES** – The Company shall make the schedule of its rates available to customers on the Company’s Web site, or by mail, upon request.

1. Record Charge

This charge includes the time and materials for the establishment of business office records and operator information records. Specifically, time involved in taking request, credit check, preparation and process of order, completing customer line card, completing customer information card and file folder, completing maintenance sheet, computer entries, as well as all work involved in modifying an existing record.

2. Central Office Connection Charge (Per Line)

This charge will apply whenever work is required in Central Office. Includes time for frame wiring, testing, and routing of C.O.E., preparation or changes of associated records. This charge may be in addition to a new record change charge.

3. Service Connection Charge

Apply to business premises for:  
Establishing Service;  
Reconnections or re-establishment of service;  
Move of service from one premise to another;  
Assumption of service with a change in responsibility or ownership, or

This charge covers the time involved to install one average\* complete outside circuit initiated by the request of a subscriber to provide an average telephone circuit in accordance with industry standards. This charge includes all materials, labor, and trenching equipment. This charge is in addition to the record change charge and the central office connection charge.

\*Average is defined as 1000' of drop wire. If the installation exceeds the average length additional charges may also apply.

4. Dishonored Check Charge

This charge applies when any negotiable instrument presented for payment of service or deposit becomes dishonored, and is returned to the Telephone Company from the bank.

5. Collection Charge

Collection Charges Apply:

- a. When a trip is made to a premise for the purpose of disconnect and the customer who is delinquent in their account pays the statement at that point in time to save their service from disconnect.
- b. When a trip is necessary to a premise to make a collection of account or to collect cash to cover an NSF check by the Company in payment of service.

6. Trouble Isolation Charge

A nonrecurring charge will apply to each repair visit at a customer's request to test the central office line, up to the Demarcation Point, when the line test clear and the trouble is no found in Company facilities.

Rates            Per Repair Visit - Business Service

### 4.3 CONDITIONS

1. When business service is established for a different customer and all of the facilities are reconnected in place without any change, only the applicable service connection charge(s) will apply to the entire service.
2. Service Connection Charges DO NOT apply:

- a. When a change is made and initiated by the Company, for the convenience of the Company, such as a change in grade of service, change in customer's telephone number, etc.
- b. When telephone service is re-established at a secondary location immediately following the rendering of a customer's primary location as unfit for occupancy, due to fire, flood, etc. At the option of the Company, a different telephone number may be used.
- c. When telephone service is suspended and subsequently restored for seasonal rate or vacation rate service.
- d. Charges for rearrangements are not applicable if the rearrangement, move, or change is required by the Company for the continuation of satisfactory service.

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SECTION 5 - SPECIAL ACCESS SERVICE

**5.1 GENERAL**

Special Access Service consists of any of the services offered hereunder, either individually or in combination. Each service is offered independently of all others.

**5.2 TRANSMISSION SERVICE**

- A. Transmission Service is offered via Onvoy's facilities for the transmission of one-way and two-way communications.
- B. Digital Channels over Onvoy's Network are furnished for full-duplex transmission of digital signals at operating speeds as follows:

56.0 kbps (DS-0)

1.544 kbps (DS-1)

44.736 Mbps (DS-3)

Digital Channels operating at speeds other than those listed above may be provided at Onvoy's option on an Individual Case Basis (ICB).

- C. Digital Channels furnished by Onvoy at 1.544 Mbps, interconnections to such Channels and equipment's interfacing to such Channels shall meet the following characteristics:

Line Rate: 1.544 Mbps + 130 ppm

Line Code 1: Bipolar (Alternate Mark) Inversion

Line Code 2: Bipolar 8 zero substitution (B8ZS)

Line Impedance: 100 ohms + 5% balanced

Jitter: The multiplexer will add not more than 0.3 time slot of rms jitter to a DS-1 signal when looped at the DS-3 point.

- D. Digital Channels furnished by Onvoy at 44.736 Mbps, interconnections to such Channels and equipment interfacing to such Channels shall meet the following technical characteristics:

Line Rate: 44.736 Mbps + 20 ppm  
Line Code: Bipolar with three-zero substitution (B3ZS)  
Line Impedance: 75 ohms (+) 5 percent unbalanced

### 5.3 SPECIAL ACCESS RATES

#### A. Special Construction

##### 1. Basis for Rates and Charges

Rates and charges for special construction will be determined by Onvoy on an Individual Case Basis and based, in part, on the costs incurred by Onvoy and may include (1) non-recurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) combinations thereof.

##### 2. Termination Liability

To the extent that there is no other requirement for use by Onvoy, a termination liability may apply for facilities specially constructed at the request of the Customer.

- a. The termination liability period is the initial service term with respect to said specially constructed facilities.
- b. The amount of the maximum termination liability is equal to the rates and charges for the initial service term prorated for the unexpired period of liability.

#### B. Rate Elements

##### 1. General

Rates are composed of three elements which may apply to a Customer's service, depending upon the specific service requested and its location.

- a. The Channel termination rate element provides for the termination of the communications path at the Customer designated location. One Channel termination charge applies for each Customer designated location at which a Channel is terminated.

- b. The Channel mileage rate elements are determined by the Vertical and Horizontal Coordinates (“V&H”) method, as set forth on the National Exchange Carrier Association Tariff, F.C.C. No. 4. When the calculation results in a fraction of a mile, the total is rounded up to the next whole mile before applying the rate.
- c. Optional Features for which charges are applied only if ordered.

C. DS-1 Service

DS-1 Service is a digital transmission facility of 1.544 Mbps with a capacity of up to 24 analog or digital Channels. This service supports voice, analog data, digital data, and video.

- 1. This service consists of making DS-1 capacity available on a dedicated access basis.
- 2. DS-1 Rates

	<u>NRC</u>	<u>Monthly Rate</u>
a. Channel Termination	ICB	ICB
b. Channel Mileage Termination		ICB
c. Channel Mileage Facility		ICB
d. Multiplexing DS-1 to Voice		ICB

F. DS-3 Service

DS-3 Service is a digital transmission facility of 44.736 Mbps with a capacity of 28 DS-1 Channels or 672 Voice, Analog Data or Digital Data Channels.

- 1. This service consists of making DS-3 capacity available on a dedicated access basis.
- 2. DS-3 Rates

	<u>NRC</u>	<u>Monthly Rate</u>
a. Channel Termination	ICB	ICB
b. Channel Mileage Termination		ICB
c. Channel Mileage Facility		ICB
d. Multiplexing DS-3 to DS-1		ICB

#### **5.4 SERVICE CALLS**

When a Customer reports trouble to Onvoy for clearance and no trouble is found in Onvoy's facilities, the Customer may be responsible for payment of a charge calculated from the time Onvoy personnel are dispatched to the Customer Premise until the work is completed.

Service Call Charge Rates – The Company shall make the schedule of its rates available to customers on the Company's Web site, or by mail, upon request.

Basic	.
Overtime	.
Premium	.

Basic rates apply Monday through Friday, 8:00 A.M. - 5:00 P.M. Overtime rates apply evenings and premium rates apply weekends and holidays.

#### **5.5 INDIVIDUAL CASE BASIS ARRANGEMENTS**

When Onvoy furnishes a facility or service for which a rate or charge is not specified in Onvoy's tariff, charges will be determined on an Individual Case Basis. Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis.

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SECTION 6 - SWITCHED ACCESS SERVICE

**6.1 GENERAL**

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises location to an End User's Premises.

**6.2 PROVISION AND DESCRIPTION OF SWITCHED ACCESS SERVICE ARRANGEMENTS**

Switched Access Service is provided in the following service type:

A. Feature Group D (FGD) Access

FGD Access, which is available to all Customers, is provisioned at the DS1 level and DS3 level and provides trunk-side access to the Company Access Tandem switches.

FGD provides a trunk-side termination through the use of end office or access tandem switch trunk equipment. Wink-start, start-pulsing and answer supervisory signaling are sent by the terminating office. Disconnect-supervisory signaling is sent from the originating or terminating office. When FGD uses SS7 out of band signaling, no signaling will be done via the message channel.

FGD switching is provided with SS7 out of band signaling. With SS7 out of band signaling, up to 12 digits of the called party number dialed by the Customer's end user is provided by the Company's equipment to the Customer's designated premises via CCSAC links.

The Company will establish a trunk group or groups for the Customer at the end office or access tandem switch where FGD switching is provided. When required by technical limitations, a separate trunk group will be established for each type of FGD switching arrangement provided. Different types of FGD or other switching arrangements may be combined at the option of the Company.

The uniform access code for FGD switching is 101XXXX. Uniform access codes will be the assigned access numbers of all FGD access provided to the customers by the Company.

No access code is required for calls to a customer over FGD Switched Access Service where the end user's telephone exchange service is arranged for Interexchange Carrier (IC) Subscription.

When no access code is required, the number dialed by the customer's end user shall be a 7- or 10- digit number after dialing the prefix 0 or 1 for calls in the North America Numbering Plan (NANP). For calls outside of the NANP, and if the end office is equipped for International Direct Distance Dialing (IDDD), a 7 digit to 15 digit number may be dialed after dialing the prefix 011 or 01.

B. Trunk Configuration

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to order a sufficient number of trunks of each type in order to meet its desired grade of service objective. At the Customer's request, Onvoy will assist the Customer in sizing Switched Access Trunk groups.

C. Rate Categories

The following rate categories apply to Switched Access Service:

1. Local Switching – Provides for the use of the local end office switching, end user line termination and intercept functions.
2. 800 Data Base Access Service – 800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 800 + NXX + XXXX call is originated by an End User, Onvoy will perform Customer Identification based on screening of the full ten-digits of the 800 number to determine the Customer location to which the call is to be routed. A Basic Query Charge covers the identification of the toll carrier to whom the call should be delivered. A Basic Query may also include such functions as call validation (ensuring that calls originate from subscriber service areas); POTS translation of 800 series numbers; alternate POTS translation where End Users can vary the routing of the 800 calls based on time of day, place, etc.; and multiple carrier routing.
3. Switched Access Tandem Service: Switched Access Tandem Service provides for access tandem and transport service between local exchange carriers (LECs) and IXC customers. Switched Access Tandem Service is provided for

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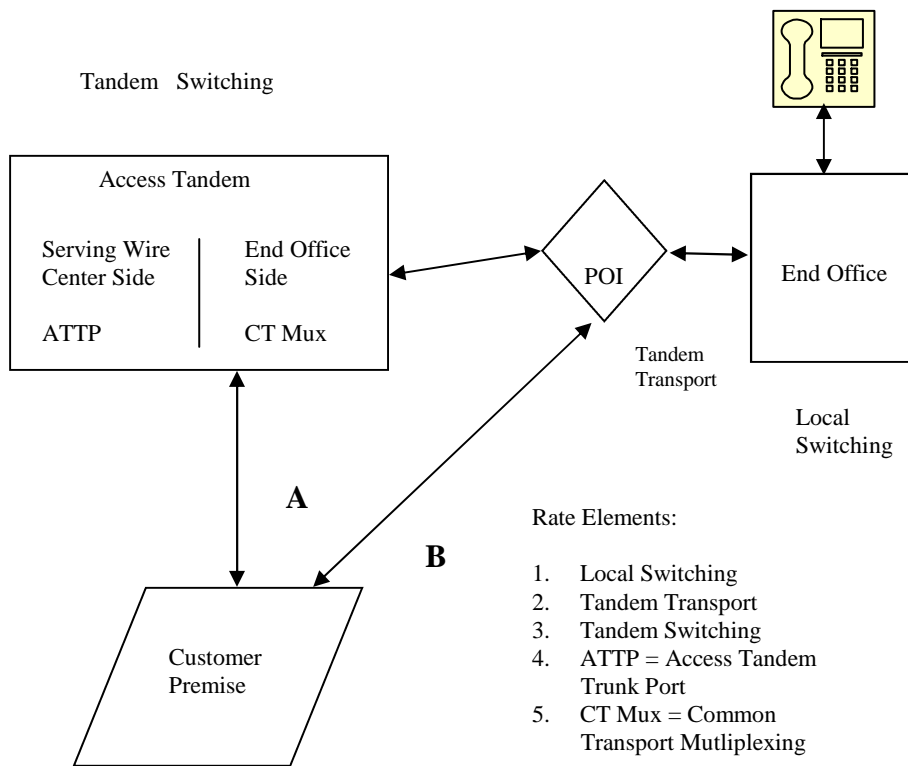
originating (from LEC to IXC) and terminating (IXC to LEC) traffic. Switched Access Tandem Services provided under this tariff cover the use of the Company's Access Tandem. In addition, it covers the switched transport between an end office and a Company POI. The following services comprise Switched Access Tandem Service and are applied on a per minute basis. Delivery of calls to or acceptance of calls from, the Customer via the Company Access Tandem shall constitute a constructive order and agreement by the Customer to purchase the Company's Switched Access Tandem Service.

- (a) Tandem Switching: Tandem Switching is a per-minute of use rate assessed for utilizing tandem switching functions. The Company will provide originating and terminating tandem switching services for Company end offices as well as for non-Company end offices. The tandem switching rate element covers the transport from a Company POI to the Company access tandem.
  
- (b) Tandem Transport: Tandem Switched Transport is composed of a Tandem Transmission Termination rate and a Tandem Transmission Facility rate. Both rate elements apply for the transmission facility between the end office and the Company POI. This consists of circuits used in common by multiple customers. The Tandem Transmission Termination rate provides for the circuit equipment at the end of the transmission facilities. The Tandem Transmission Facility rate provides for the transmission facilities, including intermediate circuit equipment between the end points of the interoffice switch. For purposes of determining the per mile rate, mileage will be measured as airline mileage using the V&H coordinates method.  
A Customer's Point of Presence may be located at the Company's Access Tandem or at the Company POI serving the end office. When a Customer's Point of Presence is located at the Company's Access Tandem, billing is done as though the connection was made at the Company POI, if applicable, pursuant to Section 2.30.
  
- (c) Transport Multiplexing Charge: Transport multiplexing equipment is utilized in the end office side of the Access Tandem when transport is provided between the Access Tandem and the subtending end offices. The rate (if applicable) is assessed for DS3 to DS1 multiplexing on a per minute of use basis, and is in addition to Tandem Switched Transport charges.

(d) Access Tandem Trunk Port: An access tandem trunk port is provided for each trunk terminated on the serving wire center side of the Access tandem. An access tandem trunk port charge is assessed monthly per DS1 equivalent

**D. Customer Options to Connect to Company Network**

Switched Access Diagram: Customer can connect to either the Company Access Tandem (A) or the Company POI serving the end office (B).



E. Access Tandem Locations:

- MINNEAPOLIS, MN (MPLSMNCD08T)  
511 11<sup>th</sup> Avenue S  
Minneapolis, MN 55415  
V = 5780, H = 4526 (LATA 628)
- PLYMOUTH, MN (PLMOMNBN03T)  
10300 6<sup>th</sup> Avenue N  
Plymouth, MN 55441  
V = 5787, H = 4545 (LATA 628)

F. Company POI Locations: Company POI CLLI Codes can be found on the Company's web site: [www.onvoy.com](http://www.onvoy.com).

G. Acceptance Testing: At no additional charge, Onvoy will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.

H. Ordering Options and Conditions: Access Service is ordered under the Access Order provisions set forth in Section 7. Also included in that section are other charges, which may be associated with ordering Switched Access Service.

I. Competitive Pricing Arrangements: Competitive pricing arrangements for Local Transport-Entrance Facilities and Local Transport-Direct Trunked transport can be furnished to meet the communication needs of specific customers on a case by case basis under individual contract.

J. Common Channel Signaling Services:

(a). SS7 Standard: Common Channel Signaling (CCS) is a protocol suite that allows for out of band signaling for voice and data messaging services. Signaling System Seven (SS7) is currently a widely deployed CCS protocol. The Company's CCS network is digital network carrying signaling information, which interfaces with the voice/data network. To ensure network reliability, Signal Transfer Points (STPs) are deployed in geographically dispersed mated pairs. STP access requires interconnection to ports of both STPS of the mated pair.

The STP provides translations and routing functions for SS7 signaling messages received from the Company's network signaling points and the SS7 networks of other entities. There are two types of signaling messages; ISDN User Part (ISUP) messages are used for call setup and teardown. This type of signaling allows a customer to send originating and terminating call set-up signaling information between the Customer's designated premises, the Company's STP and other entities. The second type of signaling is Transmission Capabilities Application Part (TCAP) messages. TCAP messages are used to carry information between signaling points for call related databases, such as CNAM, 800DB and LNP query service

(b). **B-link Connectivity:** The Company requires Customers to establish B-Link Connectivity with the Company upon issuance of an initial Access Service Request (ASR) Order. Bridging Links (B-links) provide a quad set of links that connect peer pairs of STPs. These links carry signaling messages beyond their initial point of entry to a STP of another SS7 network. The Company requires that B-Link Connectivity occurs on a peer basis, with no resulting port or message usage charges between parties. The Customer must have connectivity to the Company's STP. The Company will provide all pertinent STP point code information to the Customer at the time of order. To connect to the Company STP through a port, the customer must provide a telecommunications facility or link that provides for bi-directional transmission and operates at a DS0 level. This link is utilized exclusively for connecting to the Customer's CCS network and the Company's CCS network for the transmission of network control signaling data

### **6.3 OBLIGATIONS OF ONVOY**

In addition to the obligations of Onvoy set forth in other sections of this tariff, Onvoy has certain other obligations concerning the provisions of Switched Access Service. These obligations are as follows:

A. Network Management

Onvoy will administer its Network to ensure the provision of acceptable service levels to all telecommunications users of Onvoy'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 Onvoy Network. Onvoy reserves the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancel the completion of traffic), over any traffic carried over its Network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Onvoy or Customer facilities, natural

disasters, mass calling or national security demands. The Customer will notify Onvoy of anticipated peaked services as stated below. Based on the information provided, Onvoy will work cooperatively with the Customer to determine the appropriate level of control. In the event that the protective controls applied by Onvoy result in the complete loss of service by the Customer, the Customer will be granted a credit allowance for service interruption as set forth in Section 16.

When a Customer uses Onvoy's facilities to offer services for which a substantial call volume or peaked service is expected during a short period of time, the Customer must notify Onvoy at least 24 hours in advance of each peak period. For events scheduled during weekend or holidays Onvoy must be notified no later than 5:00 p.m. local time on the prior business day. Notification should include the nature, time, duration and frequency of the event, an estimated call volume, and the NPA NXX and line number(s) to be used. On the basis of the information provided, Onvoy may invoke network management controls if required to reduce the probability of excessive Network congestion. Onvoy will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer caused Network congestion, which could result in discontinuance of service and/or damages.

#### **6.4 OBLIGATIONS OF THE CUSTOMER**

In addition to obligations specified elsewhere in this tariff, the Customer has certain specific obligations pertaining to the use of Switched Access Service, as follows:

- A. Report Requirements: When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing Jurisdictional Reports as set forth in Section 2.30, preceding. Charges will be apportioned in accordance with those reports. The method to be used for determining the intrastate charges is set forth therein.
- B. Supervisory Signaling: The Customer's facilities at the premises of the ordering Customer shall provide the necessary On-Hook, Off-Hook answer and disconnect supervision.
- C. Design of Switched Access Services: It is the Customer's responsibility to assure that sufficient Access Services have been ordered to handle its traffic.

#### **6.5 SWITCHED ACCESS RATES**

There are three types of rates and charges that apply to Switched Access Service. These are Monthly Recurring Charges, Usage Rates and Non-Recurring Charges.

- A. Monthly Recurring Charges: Monthly Recurring Charges are flat rates for facilities that apply each month or fraction thereof that a specific rate element is provided.
- B. Usage Rates: Usage rates are rates that are applied on a per access minute, per access line or per query basis. Usage rates are accumulated over a monthly period.
- C. Non-Recurring Charges: Non-Recurring charges are one time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service).

## **6.6 APPLICATION OF RATES**

- A. 800 Number Translation Charge: The 800 Number Translation Charge applies for the translation of a specific 800 number to a ten digit telephone number on a per query basis.

## **6.7 BILLING OF ACCESS MINUTES:**

When recording originating calls over FGD with multifrequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FGD ends when the originating FGD entry switch receives disconnect supervision from either the originating End User's Local Switching Center (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FGD with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's Trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FGD ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FGD with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct Trunk groups and with the receipt of an exit message by the switch for tandem Trunk groups. The measurement of originating FGD usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FGD with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed Trunk groups or on tandem routed Trunk groups, Onvoy switch receives the initial address message and sends the indication to the Customer in

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the form of an answer message. The measurement of terminating FGD call usage ends when the entry switch receives or sends a release message, whichever occurs first.

**6.8 RATES AND CHARGES** – The Company shall make the schedule of its rates available to customers on the Company’s Web site, or by mail, upon request.

	Rate
A. Local Switching Charge	
1 Local Switching	
a. originating per minute	
b. terminating per minute	
B. Tandem Switching Charges	
1. Originating Tandem Switching, per MOU	
2. Terminating Tandem Switching, per MOU	
C. Tandem Transport Charges:	
1. Tandem Transmission Fixed, per MOU	
2. Tandem Transmission Mileage, per MOU	
D. Port Services	
1. Access Tandem Port Charge, per DS1	
E. 800 Database Access	
1. Basic query	
2. Vertical Query	

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SECTION 7 - ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE

**7.1 GENERAL**

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched and Special Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

**A. Ordering Conditions**

All services offered under this section will be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same Premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for Onvoy to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

- Customer name and Premise(s) address (es);
- Billing name and address (when different from Customer name and address)
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

The order date (Application Date) is the date on which Onvoy receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date at the time Onvoy gives the Customer a Firm Order Confirmation (FOC). The FOC is forwarded to the Customer within two business days after the date on which all information needed to process the ASR has been received by Onvoy.

Access Orders shall be placed to the Company's CLLI codes, these codes will be provided to the Customer upon request and/or order. The Company reserves the right to change CLLI codes serving Customers and participating carriers based upon network needs.

B. Provision of Other Services

Unless otherwise specified herein, all services offered under this tariff shall be ordered with an ASR.

With the agreement of Onvoy, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service. When added subsequently, charges for a Design Change as set forth in subsection E and will apply when an engineering review is required.

Additional Engineering is not an ordering option, but will be applied to an ASR when Onvoy determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will be provided by Onvoy at the request of the Customer only when a Customer requests additional technical information after Onvoy has already provided the technical information included on the Design Layout Report as set forth herein. The Customer will be notified when Additional Engineering is required, and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineering, a firm order will be established. If the Customer does not want the service or facilities after being notified by Onvoy that Additional Engineering is required, the Customer may cancel the order and no charges will apply. Once a firm order has been established, the total charge to the Customer for the Additional Engineering may not exceed the original estimated amount by more than 10 percent.

**7.2 ACCESS ORDER**

Access Order: An ASR is required by Onvoy to provide a Customer with both Switched and Special Access Service as described herein. An ASR will be required for each new similar service arrangement or group of common circuits. The applicable charges are set forth under in subsection E.

When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

A. Access Service Date Intervals: Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

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Onvoy will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort; Onvoy will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

1. Standard Interval: The Standard Interval for Switched and Special Access Service will be ten business days from the Application Date. This interval only applies to standard service offerings for a Customer, which is On-Net, and at locations where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.
2. Negotiated Interval: Onvoy will negotiate a Service Date interval with the Customer when:
  - a.) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
  - b.) There is no existing facility connecting the Customer Premises with Onvoy; or
  - c.) The Customer requests a service that is not considered by Onvoy to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
  - d.) Onvoy determines that Access Service cannot be installed within the Standard Interval.

Onvoy will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, Onvoy offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

- B. Access Service Request Modifications: The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. Onvoy, in its sole discretion, may accept a verbal modification from the Customer. Onvoy will make every effort to accommodate a requested modification when it is able to do so with the normal work

force assigned to complete such an order within normal business hours. Charges for access service order modification will apply as set forth below, on a per occurrence basis.

Any increase in the number of Special Access Service Channels, Switched Access Services lines, Trunks, Direct Connect transport facilities, Out of Band Signaling connections or any change in engineering or functionality of a service will be treated as a new ASR with a new Service Date interval.

1. Service Commencement Date Changes: ASR service dates for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the original Service Commencement Date by more than 30 calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and Onvoy accordingly delays the start of service, a Service Date Change Charge will apply. In addition, when the Customer submits a request for a Service Date Change that is less than five business days from the date of notification by the Customer, a Service Date Change Charge and an Expedite Charge will apply. No Expedite Charges will apply if the Customer requests a Service Date Change that is more than five business days from the date of request by the Customer but earlier than the original requested Service Commencement Date.

If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by Onvoy on the 31st day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new ASR with Onvoy.

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed. The applicable charges are set forth under subsection E.

2. Design Change Charge: The Customer may request a Design Change to the service ordered. A Design Change is any change to an ASR which requires Engineering Review. An Engineering Review is a review by Company personnel of the service ordered and the requested changes to determine what change(s) in the design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions, a change in the type of Transport Termination (Switched Access only) or type of Channel interface. Any other changes are not considered Design Changes for purpose of this subsection and will require

issuance of a new ASR and the cancellation of the original ASR with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. The applicable charges are as set forth under subsection E and are in addition to any Service Date Change Charges that may apply.

3. Expedited Order Charge: When placing an Access Order for service(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service date, in which case an Expedite Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than five days from the date of the request to Onvoy of the expedited order request. The request for an earlier service date may be received from the

Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the service date. Onvoy has the exclusive right to accept or deny the Expedite Order request. However if, upon reviewing availability of equipment and scheduled work load, Onvoy agrees to provide service on an expedited basis and the Customer accepts Onvoy's proposal, an Expedite Charge will apply.

If Onvoy is subsequently unable to meet an agreed upon expedited service date, then the Expedite Charge will not apply.

In the event Onvoy provides service on an expedited basis on the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge.

In the event that the Customer cancels an expedite request, the Expedite Charge will be added to any applicable Cancellation Charge specified herein.

In the event that the Customer requests a Service Date Change after Onvoy has received the original expedite request, the Expedite Charge will still apply.

An Expedite Charge will not be applied to orders expedited for Company reasons.

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this tariff will apply.

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in subsection E.

4. Miscellaneous Service Order Charge: The Miscellaneous Service Order Charge is an administrative charge designed to compensate for the expenses associated with service order issuance. The charge always applies to the following services since a pending service order would not exist:

- Overtime Repair
- Stand by Repair
- Testing and maintenance with other Telephone Companies other than when in conjunction with Acceptance Testing, Other Labor and Maintenance of Service.

This charges does not apply to the following service since there would be a pending service: Additional Engineering, Overtime installation, Stand-by Acceptance Testing, Testing and Maintenance with exchange telephone companies when in conjunction with Acceptance Testing.

C. Cancellation of an Access Service Request

A Customer may cancel an ASR for the installation of Switched Access Service at any time prior to notification by Onvoy that service is available for the Customer's use. The cancellation date is the date Onvoy receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within ten days. A Customer may negotiate an extension of a service date of an ASR for installation of new services or rearrangement of existing service, in which case a Service Date Change Charge will apply. However, the new service date cannot exceed the originally established service date by more than 30 calendar days. On the 31st day beyond the original service date, the ASR will be canceled and the appropriate Cancellation Charge will be applied.

Except as stated herein, Cancellation Charges will apply as specified in subsection E.

If the cancellation occurs prior to Onvoy's receiving the ASR, no charges shall apply.

A Customer may cancel an ASR for the installation of Special Access Service without incurring a charge at any time prior to the acceptance of a Negotiated Interval Service Date by the Customer. Cancellation Charges will apply for Special Access Service if the Customer cancels more than 48 hours after the Application Date. Cancellation Charges for Expedited Orders will be applied for any order canceled from the Application Date forward.

If Onvoy misses a service date for standard or Negotiated Interval Access Order by more than 30 days due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, Onvoy shall not be liable for such delay and the Customer may cancel the ASR without incurring cancellation charges.

- D. Minimum Period of Service: The minimum period for which Access Service is provided and for which charges are applicable is one month.
1. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service and a new minimum period will be established:
    - a.) A change in the identity of the Customer of record;
    - b.) A move by the Customer to a different building;
    - c.) A change in type of service;
    - d.) A change in Switched Access Service Interface (i.e., DS1 or DS3);
    - e.) A change in Switched Access Service Traffic Type;
    - f.) A change in type of Special Access Service Channel Termination;
  2. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.

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For Special Access Service facilities, the charge for a month or fraction thereof is the applicable monthly charge for the service as set forth in this tariff.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge

- E. Charges – The Company shall make the schedule of its rates available to customers on the Company’s Web site, or by mail, upon request.

Non-Recurring  
Charge

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1. Access Order Charge
2. Service Date Change Charge
3. Design Change Charge
4. Expedited Order Charge
5. Cancellation Charge
6. Miscellaneous Service Order Charge