November 7, 2023

BY ELECTRONIC FILING

Sallie Tanner
Executive Secretary
Georgia Public Service Commission
244 Washington Street, SW
Atlanta, GA 30334-9052

Re: *Joint Application of AP VIII Olympus VoteCo, LLC and 46 Labs LLC to transfer control of Intrado Communications, LLC.*

Dear Ms. Tanner:

On behalf of AP VIII Olympus VoteCo, LLC ("VoteCo"), the transferor and indirect parent of licensee Intrado Communications, LLC ("Intrado"); the proposed transferee 46 Labs LLC ("46 Labs," and collectively with VoteCo and Intrado, the "Joint Applicants"); and Intrado, please find enclosed for filing a *Joint Application* seeking Commission consent for the transaction described therein.

Appendix C (financial statements for Intrado), Appendix D (financial statements for 46 Labs), and Appendix E (Membership Interest Purchase Agreement) are considered Trade Secret Information by Applicants and are, therefore, filed under seal with requests for confidential treatment.

Please direct any questions you might have to the undersigned.

Respectfully submitted,

/s/ Daniel Howard
Daniel Howard
Chief Legal Officer,
46 Labs LLC
1503 E. 19th Street
Edmond, OK 73013
469.923.6909
Daniel.howard@46labs.com

/s/ Phillip R. Marchesiello
Phillip R. Marchesiello
Wilkinson Barker Knauer, LLP
1800 M Street, NW, Suite 800N
Washington, DC 20036
202.383.3343
pmarchesiello@wbklaw.com

Counsel to AP VIII Olympus VoteCo, LLC and Intrado Communications, LLC

Attachment

BEFORE THE
GEORGIA PUBLIC SERVICE COMMISSION

Joint Application of	)	
	)	
AP VIII Olympus VoteCo, LLC,	)	
Transferor	)	
	)	
and	)	Docket No. _____
	)	
46 Labs LLC,	)	
Transferee	)	
	)	
For Authority to Transfer Ultimate Control of	)	
	)	
Intrado Safety Communications, Inc.,	)	
Licensee	)	

JOINT APPLICATION

Consistent with O.C.G.A. §§ 46-5-41, 46-5-168, and Chapter 515-6 of the Rules of the Georgia Public Service Commission, AP VIII Olympus VoteCo, LLC ("Olympus" or "Transferor"), together with Olympus' indirect subsidiary Intrado Communications, LLC ("Intrado" or "Licensee"),[1] and 46 Labs LLC ("46 Labs" or "Transferee" and collectively with Transferor, the "Joint Applicants"), hereby respectfully request the approval of the Commission to consummate a transaction resulting in the acquisition of ultimate control of the Licensee by 46 Labs (the "Transaction").

Consummation of the Transaction proposed by the above-captioned joint application (the "Application") will serve the public interest by providing additional sources of capital and

[1] The Licensee previously was called Intrado Communications, LLC. However, it recently changed its name to Hypercube Networks, LLC. Notice of this name change is attached hereto as Appendix B of this Application and further discussed in Section II herein. Consistent with the attached name-change notice, the Joint Applicants request that any Commission grant of this Application be in the name of Hypercube Networks, LLC. Nevertheless, because the Commission's records currently list the Licensee as Intrado Communications, LLC, the Joint Applicants have referred to the Licensee as Intrado Communications, LLC herein.

managerial resources to Intrado, which will enhance Intrado's ability to maintain and improve its network and services and to better compete in the telecommunications marketplace. The proposed Transaction will occur at the parent level and only will result in a change in the ultimate ownership of the Licensee. No assignment of licenses, assets, or customers will occur as a consequence of the proposed Transaction. Upon consummation of the Transaction, the Licensee will continue to provide service to its existing customers subject to the same rates, terms, and conditions as currently offered.[2] Accordingly, this Transaction will be, for all practical purposes, imperceptible to the customers of the Licensee. The proposed Transaction will benefit and not adversely affect competition in Georgia because it will not result in a reduction of competitors, it will result in additional sources of capital and managerial resources being made available to Intrado, and customers in the market will continue to have access to the same competitive alternatives they have today.

I. DESCRIPTION OF THE APPLICANTS

A. Transferor: Olympus

As shown in the pre-closing ownership diagram provided in Appendix A, Intrado is indirectly controlled by Olympus, which, in turn, is collectively controlled by Matthew Nord and Robert Kalsow-Ramos, who are each officers and managers of Olympus.[3] Transferor is a special

[2] The parties have no present intention to change the rates, terms, or conditions of services offered to customers post-closing. Any changes to the rates, terms, or conditions offered to customers that may occur in the ordinary course of business in the future will be implemented in conformance with applicable law, including obtaining any required regulatory approvals, tariffing, or other applicable legal requirements.

[3] As set forth in Appendix A, all of the voting interests in Intrado are indirectly held by Olympus through Olympus' direct 100 percent voting control of Intrado's direct parent company Intrado Communication Holdings, LLC ("Intrado Holdings"). All of the equity interests in Intrado are indirectly owned by Mount Olympus Parent, L.P. ("Mount Olympus") through Mount Olympus' direct 100 percent equity interest in Intrado Holdings. Mount Olympus is a Delaware limited partnership with a principal place of business located at 9 West 57th Street, 43rd Floor, New York, New York 10019.

purpose Delaware limited liability company with a principal place of business located at 9 West 57th Street, 43rd Floor, New York, New York 10019. Mr. Nord and Mr. Kalsow-Ramos, who are both U.S. citizens and investment professionals with the Apollo funds group, each currently hold 45.05 percent of the voting membership interests and 45.05 percent of the equity interests in Olympus. Apollo, which was founded in 1990, is a leading global alternative investment manager. Apollo raises, invests, and manages investment funds on behalf of some of the world's most prominent pension and endowment funds as well as other institutional and individual investors.

B. Licensee: Intrado

Intrado is a Delaware limited liability company, and its principal place of business is located at 3200 W. Pleasant Run Road, Suite 300, Lancaster, Texas 75146. It is a wholly owned direct subsidiary of Intrado Holdings. Intrado provides wholesale local and national tandem switching and transport services, termination services, toll-free origination services, and Direct Inbound Dial services to telecommunications and information service providers, including wireless carriers, wireline competitive local exchange carriers, and interexchange carriers; cable telephony providers; and Voice over Internet Protocol providers. Intrado provides service to its customers using its nationwide optical backbone network that is both IP- and TDM-based. While Intrado owns and operates its own network equipment, it leases transmission lines (including access circuits) from other carriers. Intrado's services are currently available in 48 states[4] and the District of Columbia. Intrado's predecessor, KMC Data LLC, was granted authority to provide facilities-based competitive local exchange telecommunications services throughout Georgia in

[4] Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming.

Docket No. 14733-U, Certificate No. L-0335, and on July 6, 2004, was authorized to resell interexchange telecommunications services throughout Georgia in Docket No. 14734-U, Certificate No. R-0907.

C. Transferee: 46 Labs

46 Labs is an Oklahoma limited liability company formed on February 1, 2012. Its principal place of business is located at 1503 E. 19th Street, Edmond, Oklahoma 73013. At the time of closing, Trevor Francis, who is the Chief Executive Officer and Founder of 46 Labs, will directly own approximately 63.4 percent of 46 Labs. Daniel Howard, Chief Legal Officer of 46 Labs, will indirectly own approximately 32.3 percent of 46 Labs through VPH Investments LTD, LLC, an Oklahoma limited liability company. Both Mr. Francis and Mr. Howard are U.S. citizens. A post-transaction ownership diagram showing 46 Labs' ownership structure is provided in Appendix A. 46 Labs is the world's connectivity orchestration company. It enables its clients to ease their operational burdens and expand their reach across any connectivity medium. 46 Labs and/or its affiliates provide voice, data, and messaging services to industry-leading organizations in the healthcare, finance, retail, transportation, manufacturing, government, and education sectors.

Upon consummation of the Transaction, Intrado will be the indirect, wholly owned subsidiary of 46 Labs, and 46 Labs will control Intrado. 46 Labs is controlled by Mr. Francis.

II. NOTICE OF NAME CHANGE FROM INTRADO COMMUNICATIONS, LLC TO HYPERCUBE NETWORKS, LLC

The Licensee recently formally changed its name with the Delaware Secretary of State from Intrado Communications, LLC to Hypercube Networks, LLC. A copy of the Delaware Secretary of State's acknowledgement of the name change is attached in Appendix B. (The Licensee initially was formed in Delaware.) In addition, the Licensee has submitted a name change notification to the Georgia Secretary of State in connection with the Licensee's foreign corporation

registration that permits the Licensee to operate in Georgia, a copy of which also is set forth in Appendix B. Consistent with the foregoing, Appendix B contains a filing with this Commission to change the name of Licensee from Intrado Communications, LLC to Hypercube Networks, LLC in the Commission's records, such that Hypercube Networks, LLC will be the name of the Licensee upon Commission action on the instant transfer of control Application. As also set forth in Appendix B, the Licensee has submitted notice to its customers in Georgia of the name change and is submitting a revised Georgia tariff to the Commission to reflect this name change. In light of the foregoing, and consistent with the filing and documentation set forth in Appendix B, the Parties request that the Commission change the Licensee's name from Intrado Communications, LLC to Hypercube Networks, LLC when acting on the instant Application.

III. DESCRIPTION OF THE TRANSACTION

On June 19, 2023, 46 Labs and West Technology Group, LLC ("West"), which is indirectly controlled by Olympus,[5] entered into a Membership Interest Purchase Agreement ("Agreement"), a copy of which is attached hereto as Appendix E. Pursuant to the Agreement, West agreed to sell to 46 Labs, and 46 Labs agreed to acquire, all of the issued and outstanding membership interests of Intrado Holdings, including its wholly owned subsidiary Intrado, the Licensee. Organizational diagrams showing the existing and proposed post-Transaction ownership and control of Intrado are provided in Appendix A. The proposed Transaction will occur at the parent level and will only result in a change in the ownership of Intrado. No assignment of licenses, assets, or customers will occur as a consequence of the proposed Transaction. Following the consummation of the Transaction, Intrado will continue to provide service to its existing customers under the same rates,

[5] West assigned its obligation to sell Intrado under the Agreement to its direct parent company Olympus, which holds direct voting control of Intrado. Consequently, although the Agreement was executed between West and 46 Labs, Olympus, rather than West, will be the Transferor of Intrado to 46 Labs.

terms, and conditions without interruption.

IV. PUBLIC INTEREST CONSIDERATIONS

Consummation of the proposed Transaction will serve the public interest by providing to Intrado new sources of capital and the managerial resources and industry expertise of 46 Labs, which will in turn enhance Intrado's ability to offer its services and compete in the telecommunications marketplace. 46 Labs orchestrates the world's connectivity™. Digital leaders harness 46 Labs' automation platform and team of experts to orchestrate the foundational elements that power their global success. 46 Labs' trusted Peeredge® platform brings together and interconnects the foundational infrastructure that powers the success of small- to large-scale businesses sustainably and securely.

Following the Transaction, 46 Labs and Intrado will have the capability to offer a suite of communications services to customers across the United States and beyond. In addition, Intrado will be able to draw upon 46 Labs' group of highly skilled and experienced telecommunications professionals. In short, the Transaction will provide Intrado with access to financial and other resources that will allow it to become a more effective competitor and strengthen its service offerings, to the benefit of the market and customers.

The proposed Transaction also does not result in any public interest harms. Intrado will continue to provide competitive and innovative service to existing customers at the same rates, terms, and conditions and in the same geographic areas as currently provided.[6] Accordingly, the Transaction will be transparent to customers and will not result in the discontinuance, reduction, loss, or impairment of service to any customer. Thus, there is no risk of competitive harm resulting

[6] Any future changes in the rates, terms, or conditions of Intrado's service will be undertaken pursuant to customer contracts and any applicable federal and state requirements.

from the Transaction.

V. DESIGNATED CONTACTS

All correspondence and communications with respect to this application should be addressed or directed as follows:

For 46 Labs:

Daniel Howard
Chief Legal Officer
46 Labs LLC
1503 E. 19th Street
Edmond, OK 73013
469.923.6909
Daniel.Howard@46Labs.com

For Olympus:

Joe Mullin
Deputy General Counsel
West Technology Group, LLC
11650 Miracle Hills Drive
Omaha, NE 68154
402.716.1225
jcmullin@west.com

With a copy to:

Phillip Marchesiello
Wilkinson Barker Knauer, LLP
1800 M Street NW, Suite 800N
Washington, DC 20036
202.383.3343
pmarchesiello@wbklaw.com

VI. CONCLUSION

For the foregoing reasons, the Applicants respectfully submit that the public interest, convenience, and necessity would be furthered by the expeditious grant of this Joint Application for the transfer of indirect ownership and control of Intrado Safety to Guardian.

Respectfully submitted,

/s/ Daniel Howard
Daniel Howard
Chief Legal Officer,
46 Labs LLC
1503 E. 19th Street
Edmond, OK 73013
469.923.6909
Daniel.howard@46labs.com

/s/ Phillip R. Marchesiello
Phillip R. Marchesiello
Wilkinson Barker Knauer, LLP
1800 M Street, NW, Suite 800N
Washington, DC 20036
202.383.3343
pmarchesiello@wbklaw.com
Counsel to AP VIII Olympus VoteCo, LLC and Intrado Communications, LLC

November 7, 2023

VERIFICATION

STATE OF TEXAS)
)
COUNTY OF BEXAR)

I, Trevor G. Francis, hereby declare that:
(1) I am the CEO of 46 Labs LLC;
(2) I am authorized to make this verification on behalf of 46 Labs LLC;
(3) The statements in the foregoing notification relating to 46 Labs LLC are true and correct to the best of my knowledge and belief.

I declare under penalty of perjury that the foregoing is true and correct.
Executed this 6th day of October, 2023.

SWORN TO AND SUBSCRIBED before me on the 6th day of October, 2023.

Notary Public



VERIFICATION

I, Louis Brucculeri, hereby declare that:

(1) I am an Authorized Signatory of AP VIII Olympus VoteCo, LLC;

(2) I am authorized to make this verification on behalf of AP VIII Olympus VoteCo, LLC under the Written Resolutions Adopted By Unanimous Written Consent of the Board of Managers of AP VIII Olympus VoteCo, LLC, dated October 16, 2023; and

(3) The statements in the foregoing Petition/Application relating to AP VIII Olympus VoteCo, LLC are true and correct to the best of my knowledge and belief.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 25th day of October, 2023.

Louis Brucculeri
Authorized Signatory
AP VIII Olympus VoteCo, LLC

State of Nebraska

County of Douglas

SWORN TO AND SUBSCRIBED before me on the 25th day of October, 2022.

Notarized by: Susan K. Lauman
Notary Public

GENERAL NOTARY - State of Nebraska
SUSAN K. LAUMAN
My Comm. Exp. March 17, 2026

My commission expires: March 17,2026

Gen

VERIFICATION

I, Louis Brucculeri, hereby declare that:

(1) I am Secretary of Hypercube Networks, LLC;

(2) I am authorized to make this verification on behalf of Hypercube Networks, LLC; and

(3) The statements in the foregoing Petition/Application relating to Hypercube Networks, LLC are true and correct to the best of my knowledge and belief.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 25th day of October, 2023.

Louis Brucculeri
Secretary
Hypercube Networks, LLC

State of Nebraska

County of Douglas

SWORN TO AND SUBSCRIBED before me on the 25th day of October, 2022.

Notarized by: Susan K. Lauman
Notary Public

GENERAL NOTARY - State of Nebraska
SUSAN K. LAUMAN
My Comm. Exp. March 17, 2026

My commission expires: March 17, 2026

Gen/VA2

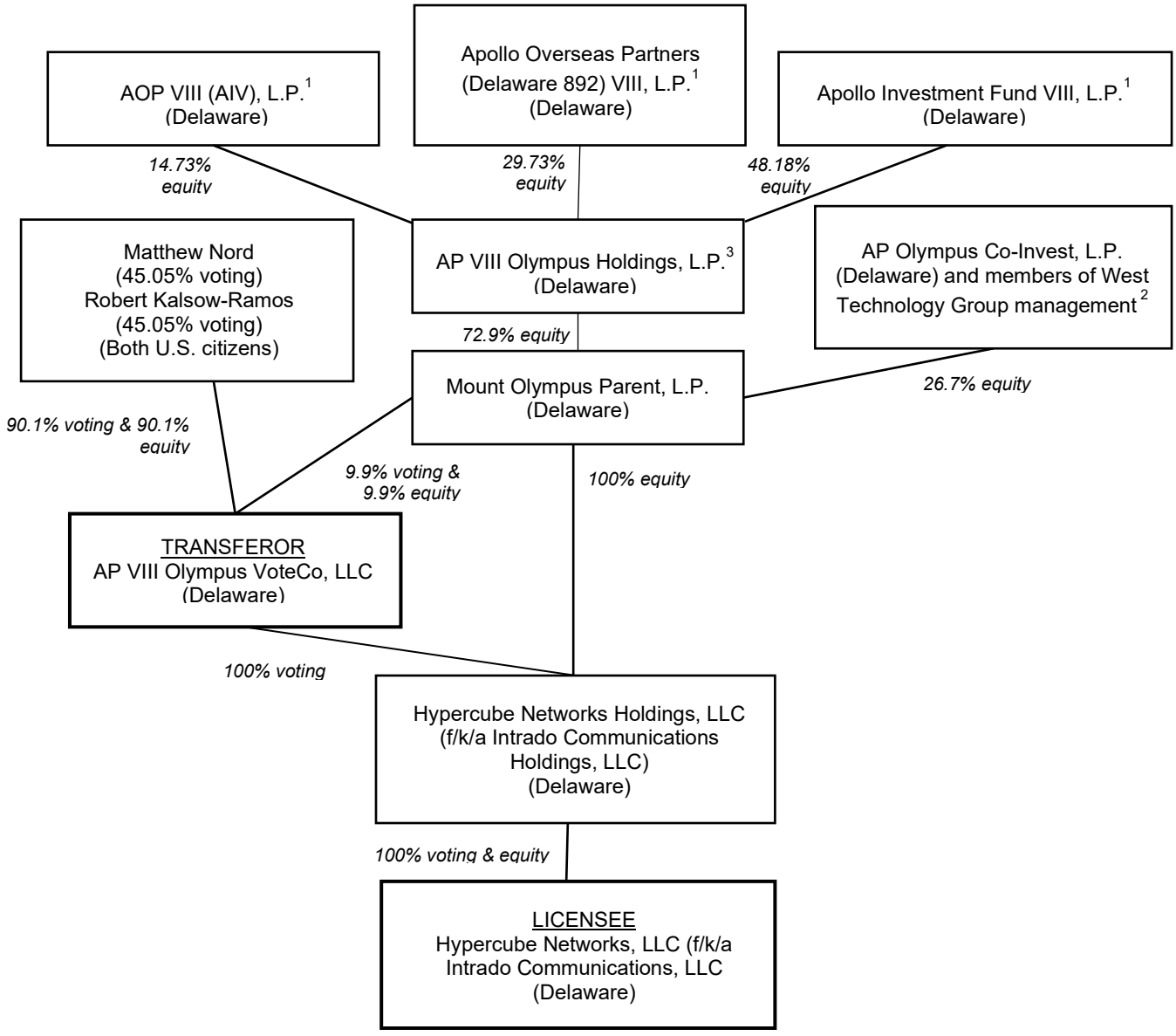
TABLE OF APPENDICES

APPENDIX A	PRE- AND POST-CLOSING ORGANIZATIONAL DIAGRAMS
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APPENDIX C	FINANCIAL STATEMENTS OF INTRADO **CONFIDENTIAL – FILED UNDER SEAL**
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APPENDIX A

PRE- AND POST- TRANSACTION ORGANIZATIONAL CHARTS

Pre-Transaction Ownership Structure



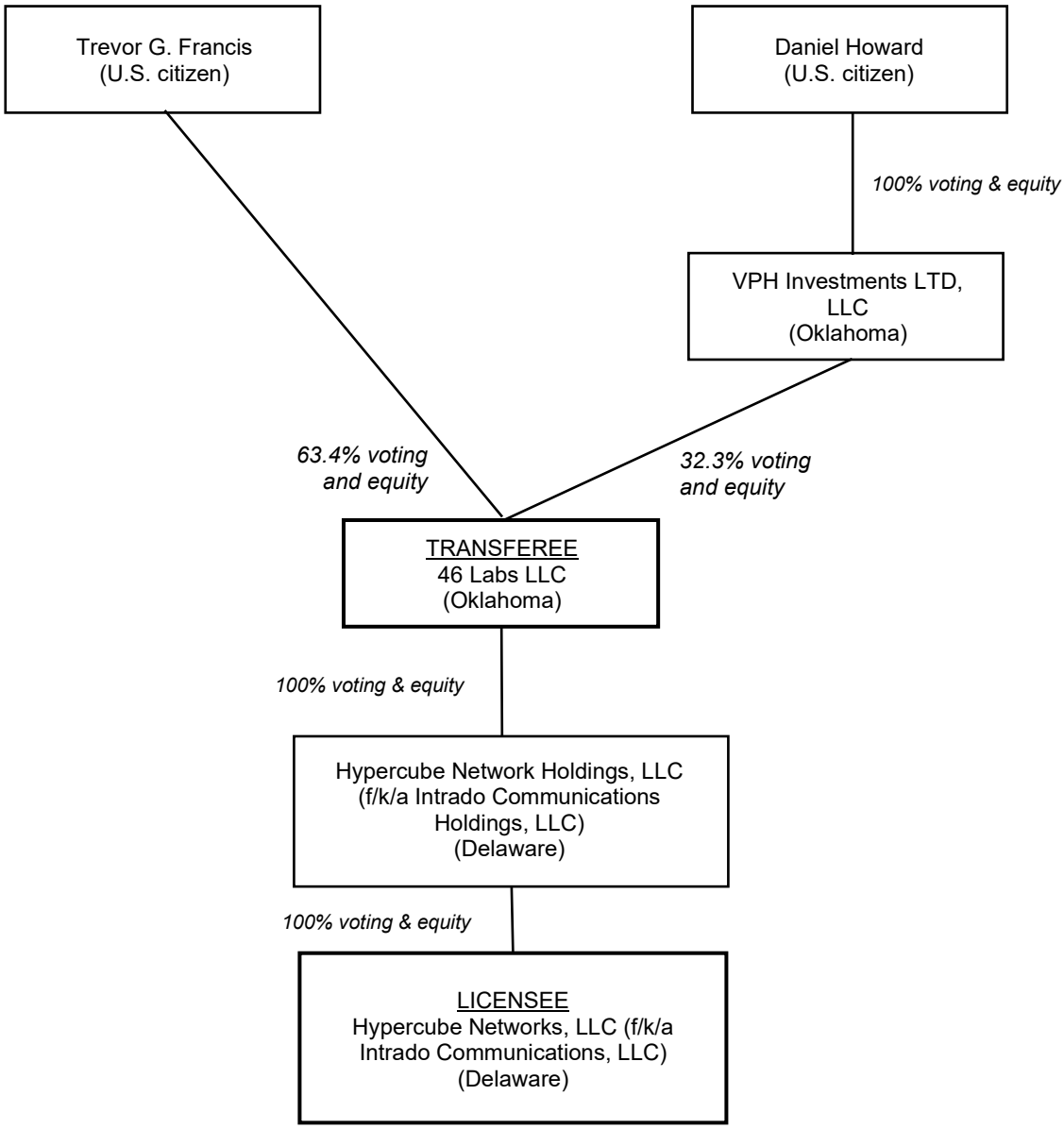
[1] No entity or individual holds a 10% or greater direct or indirect aggregate equity interest in AOP VIII (AIV), L.P.; Apollo Overseas Partners (Delaware 892) VIII, L.P.; or Apollo Investment Fund VIII, L.P. (collectively, "AP Funds").

[2] No general or limited partner of AP Olympus Co-Invest, L.P. and no member of West Technology Group management, individually or in combination with any investment such person or entity may also have in the AP Funds, hold a 10% or greater aggregate direct or indirect equity interest in Mount Olympus Parent, L.P.

APPENDIX A (CONT.)

PRE- AND POST- TRANSACTION ORGANIZATIONAL CHARTS

Post-Transaction Ownership Structure



APPENDIX B

INTRADO COMMUNICATION, LLC NOTICE OF CORPORATE NAME CHANGE TO HYPERCUBE NETWORKS, LLC AND REPLACEMENT TARIFFS FOR GEORGIA

Notice is hereby provided to the Georgia Public Service Commission ("Commission") that Intrado Communications, LLC ("Company") is changing its corporate name to Hypercube Networks, LLC. In Georgia, the Company is authorized to provide facilities-based competitive local exchange telecommunications services throughout Georgia in Docket No. 14733-U, Certificate No. L-0335, and resold interexchange telecommunications services throughout Georgia in Docket No. 14734-U, Certificate No. R-0907. The Company respectfully requests approval of the name change at the earliest possible date.

This change in corporate name will not affect the services, terms and conditions, or rates provided to Georgia customers. A copy of the Customer Notice that has been provided to each customer of the Company is provided with this filing.

The replacement interexchange long distance, local exchange, and access tariffs contain the same rates, terms, and conditions of service as the tariffs previously approved by the Commission. No changes have been made to the tariffs except to reflect the Company's new name and to sequentially number pages and correct section numbering as necessary.

Included in support of the corporate name change are:

- EXHIBIT A: Documentation on the change of corporate name on file with the Georgia Secretary of State;
- EXHIBIT B: Notice of change in corporate name provided to Georgia customers;
- EXHIBIT C: Georgia P.S.C. Tariff No. 10 (Interexchange Services) Replacement Tariff;
- EXHIBIT D: Georgia P.S.C. Tariff No. 11 (Local Exchange Services) Replacement Tariff; and
- EXHIBIT E: Georgia P.S.C. Tariff No. 12 (Access Services) Replacement Tariff.

EXHIBIT A to APPENDIX B

DOCUMENTATION ON THE CHANGE OF CORPORATE NAME ON FILE WITH THE GEORGIA SECRETARY OF STATE

Control Number : 23214874

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF AUTHORITY

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Hypercube Networks, LLC
a **Foreign Limited Liability Company**

has been duly formed under the laws of **Delaware** and has filed an application meeting the requirements of Georgia law to transact business as a **Foreign Limited Liability Company** in this state.

WHEREFORE, by the authority vested in me as Secretary of State, the above **Foreign Limited Liability Company** is hereby granted, on **10/11/2023**, a certificate of authority to transact business in the State of Georgia as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said application.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **10/13/2023**.

Brad Raffensperger

Brad Raffensperger
Secretary of State

DocuSign Envelope ID: CA110B65-01AC-4FA9-8697-0A5ED98597DB

Secretary of State

OFFICE OF SECRETARY OF STATE
CORPORATIONS DIVISION
2 Martin Luther King Jr. Dr. SE
Suite 313 West Tower
Atlanta, Georgia 30334
(404) 656-2817
sos.georgia.gov/corporations

2023 OCT 11 AM 11:43
SECRETARY OF STATE
CORPORATIONS DIVISION

APPLICATION FOR CERTIFICATE OF AUTHORITY FOR FOREIGN LIMITED LIABILITY COMPANY

IMPORTANT: Please provide the entity's primary email address when completing this form.
Primary Email Address:

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM

1. Hypercube Networks, LLC
Name of Limited Liability Company

Name Reservation Number (Optional)

10/11/2023
Date business commenced (or proposed) in Georgia (NOTE: If date provided here is more than 30 days prior to the effective date of this application, a $500 penalty plus fees must be paid. Penalty is statutory and cannot be waived by Secretary of State.)

2. Corporation Service Company
Name* of Filing Person

251 Little Falls Drive | Wilmington | DE | 19808
Address | City | State | Zip Code

Filer's Email Address | Telephone Number

3. Hypercube Networks, LLC
Name of Limited Liability Company in State or Country of Formation

Delaware | January 12, 2001 | Perpetual
Jurisdiction (Home State or Country) | Date of Formation in Home State or Country | Period of Duration

4. 11650 Miracle Hills Drive 4th Floor | Omaha | NE | 68154
Address of Principal Place of Business | City | State | Zip Code

5. Corporation Service Company | sop@cscglobal.com
Name* of Registered Agent in Georgia | Registered Agent's Email Address

2 Sun Court, Suite 400
Registered Office Street Address in Georgia (post office box or mail drop not acceptable for registered office address)

Peachtree Corners | Gwinnett | GA | 30092
City | County | State | Zip Code

6. Louis Brucculeri 11650 Miracle Hills Drive 4th Floor | Omaha | NE | 68154
Manager's Name* & Address (person with substantial responsibility for managing LLC's business activities) | City | State | Zip Code

7. 11650 Miracle Hills Drive 4th Floor | Omaha | NE | 68154
Address Where Limited Liability Company's Records Are Maintained | City | State | Zip Code

8. Effective Date: (Choose one) [✓] Upon filing [ ] Delayed effective date and/or time: _____
(A delayed effective date must be within 90 days of the filing date.)

9. **NOTICE:** Mail the following items to the Secretary of State at the above address
(1) This application;
(2) Fee of $235.00 ($225 filing fee + $10 paper filing service charge) payable to "Secretary of State." Filing fees are non-refundable.

This application is signed by a person duly authorized to sign such instruments by the laws of the jurisdiction under which the foreign limited liability company is organized. The foreign limited liability company undertakes to keep its records at the address shown in #7 above until its registration in Georgia is canceled or withdrawn. The foreign limited liability company, in accordance with Title 14 of the Official Code of Georgia Annotated, appoints the Secretary of State as agent for service of process if no agent has been appointed in Georgia or, if appointed, the agent's authority has been revoked or the agent cannot be found or served by the exercise of reasonable diligence.

Louis Brucculeri | Oct-04-2023
Signature of Authorized Person | Date

Louis Brucculeri | Manager
Print Name* | Title

* Enter individual's legal name, i.e. first and last name without use of initials or nicknames. Middle names or initials may be included.

FORM CD 241
(Rev 10/2019)

EXHIBIT B TO APPENDIX B

NOTICE OF CHANGE IN CORPORATE NAME PROVIDED TO GEORGIA CUSTOMERS

October 7th, 2023

RE: NEW NAME

Please be advised that our name is changing. The Intrado brand transitioned with the divestiture of Intrado Corporation's Life & Safety business to Stonepeak on January 31, 2023. As a result, businesses not included in the sale are required to change their name.

Our new name is ***Hypercube Networks, LLC***

This change is expected to be final later this month. The change will be visible on the 11/07/23 bill date.

At that time, please begin to use our new payee name which is:

Hypercube Networks Holdings, LLC

There are no changes to our email address, banking info, or tax id. That information will remain the same. However, we are attaching a new W-9 form showing the new name.

A final notification will follow in November.

If you have questions please contact us by phone at (469) 727-1593 or e-mail at telecom-billing@west.com

Currently, any email address with **@intrado.com** should not be used.

Thank you for your business.

Sincerely,

Bob Vidakovic

Sr.Director of Billing

EXHIBIT C TO APPENDIX B

GEORGIA P.S.C. TARIFF NO. 10 (INTEREXCHANGE SERVICES) REPLACEMENT TARIFF

INTEREXCHANGE SERVICES

This tariff Hypercube Networks, LLC Georgia P.S.C. Tariff No. 10 replaces Intrado Communications, LLC Georgia P.S.C. Tariff No. 7 currently on file with the Commission in its entirety due to Company name change.

TITLE SHEET

TELECOMMUNICATIONS TARIFF

This tariff contains the rates, rules and regulations governing intrastate interexchange telecommunications services provided by Hypercube Networks, LLC ("Company") within the State of Georgia. This tariff is on file with the Georgia Public Service Commission, and copies may be inspected, during normal business hours, at Company's principal place of business at 3200 West Pleasant Run Road, Lancaster, TX 75146.

INTEREXCHANGE SERVICES

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
Title	Original	*	26	Original	*	51	Original	*
1	Original	*	27	Original	*	52	Original	*
2	Original	*	28	Original	*	53	Original	*
3	Original	*	29	Original	*	54	Original	*
4	Original	*	30	Original	*	55	Original	*
5	Original	*	31	Original	*	56	Original	*
6	Original	*	32	Original	*	57	Original	*
7	Original	*	33	Original	*	58	Original	*
8	Original	*	34	Original	*	59	Original	*
9	Original	*	35	Original	*	60	Original	*
10	Original	*	36	Original	*	61	Original	*
11	Original	*	37	Original	*			
12	Original	*	38	Original	*			
13	Original	*	39	Original	*			
14	Original	*	40	Original	*			
15	Original	*	41	Original	*			
16	Original	*	42	Original	*			
17	Original	*	43	Original	*			
18	Original	*	44	Original	*			
19	Original	*	44	Original	*			
20	Original	*	45	Original	*			
21	Original	*	46	Original	*			
22	Original	*	47	Original	*			
23	Original	*	48	Original	*			
25	Original	*	49	Original	*			
			50	Original	*			

* - indicates those pages included with this filing

INTEREXCHANGE SERVICES

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Section 4 – Rates	55

Regulatory Affairs
3200 West Pleasant Run Road, Suite 300
Lancaster, TX. 75146

INTEREXCHANGE SERVICES

EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

C	-	To signify changed regulation or rate structure.
D	-	To signify discontinued material.
I	-	To signify an increased rate.
M	-	To signify a move in the location of text.
N	-	To signify a new rate or regulation.
R	-	To signify a reduced rate.
S	-	To signify reissued material.
T	-	To signify a change in text but no change in rate or regulation.

INTEREXCHANGE SERVICES

TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the pages. Pages are numbered sequentially; however, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the page in effect. Consult the Check Sheet for the page currently in effect.

(C) Paragraph Numbering - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level.

2.
2.1.
2.1.1.
2.1.1.(A).
2.1.1.(A).(1).
2.1.1.(A).(1).(a).
2.1.1.(A).(l).(a).1
2.1.1.(A).(1).(a).1.(i).
2.1.1.(A).(1).(a).1.(i).1

D. Check Sheets - When a tariff filing is made with the Georgia Public Service Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Georgia Public Service Commission.

INTEREXCHANGE SERVICES

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this tariff are described below.

Advance Payment - Part or all of a payment required before the start of service.

Communications Services - The Company's intrastate telephone services offered pursuant to this tariff.

Company – Hypercube Networks, LLC, the issuer of this tariff.

Customer or Aggregator - The person, firm, or corporation which orders service for the Company's communications services and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated Inbound Calls - Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's Point of Presence (POP). This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

INTEREXCHANGE SERVICES

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Dedicated Outbound Calls - Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Joint User - A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by the Company, and to whom a portion of the charges for service will be billed under a joint user arrangement as specified herein.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

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 - The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customers 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. The Company and the Customer may mutually agree on a substitute Service Commencement Date.

INTEREXCHANGE SERVICES

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Service Order - The written request for communications services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company 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.

Shared - A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Shared Inbound Calls - Refers to calls that are terminated via the Customer's LEC-provided local exchange access line.

Shared Outbound Calls - Refers to calls in Feature Group D exchanges whereby the Customer's 'local telephone lines are presubscribed by the local exchange company to the Company's outbound service such that "1 + 10 digit number" calls are automatically routed to the Company's network. Calls to stations within the Customers LATA maybe placed by dialing "10 + NXX" or "101XXXX" + 10-digit number.

User - A Customer, Joint User, or any other person authorized by the Customer to use service provided under this tariff

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Application

(A) This tariff applies to intrastate interexchange telecommunications services furnished by Hypercube Networks, LLC to business Customers within the State of Georgia in accordance with the conditions set forth below. This tariff applies only for the use of the Company's services for communications between and among points within the State of Georgia. These services may be provided in conjunction with the Company's interstate telecommunications services which are provided under the Company's Federal tariff.

(B) Services offered under this tariff are not offered for the purpose of completing calls between two points within the same local calling area or metropolitan exchange area, as defined in the tariffs of the Local Exchange Telecommunications Company or Companies serving those points.

(C) Presubscribed services are provided from all converted equal access end offices within the State of Georgia where the Company has a point of presence (POP) within the LATAs. Other products will be provided in areas as specified for each product in Section 4 of this tariff.

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INTEREXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.2 Scope

The Company undertakes to furnish intrastate interexchange communications services in accordance with the terms and conditions set forth in this tariff.

2.1.3 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control,

2.1.4 Terms and Conditions

(A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

(B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff Customer will also be required to execute any other documents as may be reasonably requested by the Company.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Terms and Conditions, (Cont'd.)

(C) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the current rates unless terminated by either party upon 5 working days verbal or written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The tights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

(D) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

(E) This tariff shall be interpreted and governed by the laws of the State of Georgia without regard for its choice of laws provision.

2.1 Undertaking of the Company, (Cont'd.)

2.1.5 Liability of the Company

(A) Except as otherwise stated in this tariff, the liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.8. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any Company service, equipment or facilities, or any acts or omissions or negligence of the Company's employees or agents.

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.5 Liability of the Company, (Cont'd.)

(C) The Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Network Services; or (b) for the acts or omissions of common carriers or warehousemen.

(D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of equipment or facilities provided by the Customer or third parties.

(E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, Instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.5(E) as a condition precedent to such installations.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.5 Liability of the Company, (Cont'd.)

(F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees.

(G) The Company shall be indemnified, defended and held harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, invasion of privacy or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's facilities.

(H) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services in the month in which the event giving rise to the liability occurred. No action or proceeding against the Company shall be commenced more than one year after the event giving rise to the liability occurred.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.5 Liability of the Company, (Cont'd.)

(I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACTOR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

(J) The Company shall indemnify, defend, and hold harmless the Customer from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for any injury to persons or property, and any interruption of, interference to, or other defect in any service provided by the Company to any third party, if such injury, interruption, interference, or other defect was not caused by any negligent or intentional act or omission of the Customer or any of its officers, employees, agents, invitees, or contractors.

INTEREXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

(A) Except as otherwise indicated, Customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

(B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:

(1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or

(2) the reception of signals by Customer-provided equipment; or

(3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.7 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents, contractors or suppliers.

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.

2.2.2 The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.

2.2.3 The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.

2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communication services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 Customer Premises Provisions

(A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.

(B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.3.2 Liability of the Customer

(A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

(B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party,

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Liability of the Customer, (Cont'd.)

(B) (Cont'd.)

(2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

(C) The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection will) the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to asser-t any claims against third parties for damages of any nature other than those described in the preceding sentence.

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2.3 Obligations of the Customer, (Cont'd.)

2.3.3 Third Party Vendor Charge

For the avoidance of doubt and notwithstanding any other provision in this tariff or other customer service agreement or arrangement, including but not limited to Meet Point Billing arrangements, in addition to service charges imposed by the Company for the service, the Customer shall be responsible for and reimburse the Company for any and all charges, fees, assessments of any kind or nature, including but not limited to interstate and intrastate switched access charges, imposed by any third party (collectively "Third Party Charges") upon the Company relating to usage incurred by the Customer in connection with the Services. The Customer hereby indemnifies the Company for all Third Party Charges and agrees to defend and hold the Company harmless for all damages, losses, claims or judgments arising out any Third Party Charges.

2.4 Customer Equipment and Channels

2.4.1 Interconnection of Facilities

(A) Interconnection between Customer-provided and Company-provided service must be made by the Customer's purchase of dedicated access lines or through the use of LEC-provided switched access service.

(B) In order to protect the Company's facilities and personnel and the services furnished to other customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.2 Inspections

(A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.

(B) If the protective requirements in connections with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the Deed for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to one month of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill.

2.6 Customer Deposits

The Company will not request Customer deposits.

2.7 Payment Arrangements

2.7.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

(A) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services. All taxes are listed as separate items and are not included in the quoted rates.

2.7.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

(A) Nonrecurring charges are due and payable within 30 days after the date of the invoice.

2.7 Payment Arrangements, (Cont'd.)

2.7.2 Billing and Collection of Charges, (Cont'd.)

(B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.

(C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rate basis. For this purpose, every month is considered to have 30 days.

(D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

2.7 Payment Arrangements, (Cont'd.)

2.7.2 Billing and Collection of Charges, (Cont'd.)

(E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be 1.5 percent per month.

(F) The Customer will be assessed a charge of twenty-five dollars ($25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.

(G) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.

(H) If service is disconnected by the Company in accordance with section 2.7.3 following and later restored, restoration of service will be subject to all applicable installation charges.

2.7 Payment Arrangements, (Cont'd.)

2.7.3 Discontinuance of Service for Cause

(A) Upon nonpayment of any undisputed amounts owing to the Company, the Company may, by giving 5 working days prior written notice to the Customer, discontinue or suspend service without incurring any liability.

(B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 5 working days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

(C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

(D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service for nonpayment of regulated services after 5 days written notice without incurring any liability.

2.7 Payment Arrangements, (Cont'd.)

2.7.3 Discontinuance of Service for Cause, (Cont'd.)

(E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

(F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs as set forth in Section 2.10 of this tariff. The Customer will also be responsible for payment of any reconnection charges.

(G) Upon the Company's discontinuance of service to the Customer under Section 2.7.3(A) or 2.7.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under Any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

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2.7 Payment Arrangements, (Cont'd.)

2.7.3 Discontinuance of Service for Cause, (Cont'd.)

(H) The Customer is responsible for providing adequate access lines to enable the Company to terminate all 800 Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after 90 days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service, with 30 days written notice.

2.7.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company verbal or written notice of desire to terminate service. Customers are still responsible for charges incurred up until the point of termination.

2.8 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.8.1 for the part of the service that the interruption affects.

2.8.1 Credit for Interruptions

(A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

(B) For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

2.8 Allowances for Interruptions in Service, (Cont'd.)

2.8.1 Credit for Interruptions, (Cont'd.)

(C) A credit allowance will be given for interruptions of 15 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

Length of Interruption	Interruption Period To Be Credited
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day

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INTEREXCHANGE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Allowances for Interruptions in Service, (Cont'd.)

2.8.1 Credit for Interruptions, (Cont'd.)

(C) (Cont'd.)

Interruptions of 24 Hours or Less

Length of Interruption	Interruption Period To Be Credited
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

Interruptions Over 24 Hours and Less Than 72 Hours - Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours - Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credit will be allowed for any one month period.

2.8 Allowances for Interruptions in Service, (Cont'd.)

2.8.2 Limitations on Allowances

No credit allowance will be made for interruptions of service:

(A) due to the negligence of, or noncompliance with the provisions of this tariff or contract by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;

(B) due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;

(C) due to the failure or malfunction of non-Company equipment;

(D) during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

(E) during a period in which the Customer continues to use the service on an impaired basis;

(F) during any period when tire Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

2.8 Allowances for Interruptions in Service, (Cont'd.)

2.8.2 Limitations on Allowances, (Cont'd.)

(G) due to circumstances or causes beyond the control of Company; and

(H) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.8.3 Cancellation for Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits,

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2.9 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.8.1), Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.7.2.

2.10 Customer Liability for Unauthorized Use of the Network

2.10.1 Unauthorized Use of the Network

Unauthorized use of the Network occurs when a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this tariff.

2.10.2 Liability for Calling Card Fraud

(A) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company calling card, provided that the unauthorized use occurs before the Company has been notified.

(B) A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

2.10 Customer Liability for Unauthorized Use of the Network, (Cont'd.)

2.10.2 Liability for Calling Card Fraud, (Cont'd.)

(C) The Customer must give the Company written notice that an unauthorized use of the Company calling card has occurred or may occur as a result of loss, theft or other reasons.

(D) The Customer is responsible for payment of all charges for services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The Customer is liable for all charges incurred as a result of unauthorized Use of the Network, including incidental and consequential damages. In addition, tire Customer is responsible for payment of any charges related to the suspension and/or termination of service and any charges for reconnection of service.

2.10 Customer Liability for Unauthorized Use of the Network, (Cont'd.)

2.10.3 Liability for Credit Card Fraud and Other Unauthorized Use

(A) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a credit card, provided: (1) the card is an accepted credit card, and (2) the unauthorized use occurs before the Company has been notified.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

(B) The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of $50 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

(C) The Customer must give the Company written notice that an unauthorized use of the credit card has occurred.

INTEREXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Rates Charged-Based on Timing of Calls

Where charges for service are specified based on the timing of calls, such as the duration of a telephone call, the following rules apply:

3.1.1 When Billing Charges Begin and Terminate For Phone Calls

The Customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when two-way communication, often referred to as "conversation time," is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, tip to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

3.1.2 Billing Increments

Unless otherwise specified in this tariff, the minimum call duration for billing purposes is I minute for a connected call. Calls beyond I minute are billed in 1 minute increments.

3.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

3.1.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.2 Rates Based Upon Calculation of Distance

At this time, the Company does not specify the charges for service based on the calculation of distance. However, if in the future the charges for service are specified based upon the calculation of distance, the following rules will apply:

3.2.1 Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is set of geographic coordinated. as referenced in National Exchange Carrier Association, Inc. Tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.

3.2.2 The airline distance between any two Rate Centers is determined as follows:

Step 1: Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.

Step 2: Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the Difference between the "H" coordinates.

Step 3: Square the differences obtained in Step 2.

Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:

$$\sqrt{\frac{|V_1 - V_2|^2 + |H_1 - H_2|^2}{10}}$$

3.2.3 Calls Originating and Terminating Within 0 to 16 Mile and 22 Mile Mileage Bands

There will be no long distance toll charges for calls which originate and terminate within a 0 to 16 mile mileage band and the 22 mile mileage band for selected routes.

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.2 Rates Based Upon Calculation of Distance, (Cont'd.)

3.2.4 County-Wide Calling

(A) No long distance (toll) charges will be applied to any call between two telephones within the same county.

(B) Carrier will only originate and terminate calls in counties where county-wide calling is available as established by the Commission in Docket No. 392 1-U.

3.3 Minimum Call Completion Rate

A Customer can expect a call completion rate (number, of calls completed/number of calls attempted) of not less than 99.5% during peak use periods for the Company services.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Service Offerings

3.4.1 Hypercube Networks, LLC Long Distance Service (LDS)

(A) Description

Hypercube Networks, LLC Long Distance Service (LDS) is a communications service which is available for use by Customers twenty-four (24) hours a day. Customers may originate LDS from locations served by the Company, and may terminate in all locations within the State of Georgia. Hypercube Networks, LLC Calling Card services are available to Customers of the Company's LDS service subject to the provisions of Sections 3.4.3 and 4.3 of this tariff.

LDS calls will be billed in 6-second increments with an initial billing period of 6 seconds.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.1 Hypercube Networks, LLC Long Distance Service (LDS), (Cont'd.)

(A) Description, (Cont'd.)

The service is offered in two variations depending upon the method the Customer employs to gain access to the Company's network for use of the service:

Switched LDS is offered in Feature Group D (FGD) exchanges where the Customer's local telephone lines are presubscribed by the local exchange company to the Company's LDS service, such that "I+" interLATA calls are automatically routed to the Company's network.

Dedicated LDS is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

INTEREXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.1 Hypercube Networks, LLC Long Distance Service (LDS), (Cont'd.)

(B) Commitment Levels and Term Plans

LDS is available on a month to month basis or on an optional 1, 2, or 3year term plan. Discounts off the base rates are available to the Customer according to the commitment level and term plan selected by the Customer. The commitment level is calculated from the monthly total usage generated from the following Company products: shared and dedicated domestic and interstate and intrastate outbound and inbound service, intraLATA, and calling card. Charges such as taxes, late payment fees or other service nonrecurring and monthly recurring charges will not be included in the total usage amount calculation.

Should the Customer's actual usage fall below the monthly minimum usage commitment, the Customer is required to pay the Company a fee equal to the difference between the Customer's discounted rate and the higher rate associated with the lower volume.

A Customer who terminates a term plan in the 1st year prior to the term's expiration will be required to pay in one lump sum an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

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3.4 Service Offerings, (Cont'd.)

3.4.1 Hypercube Networks, LLC Long Distance Service (LDS), (Cont'd.)

(B) Commitment Levels and Term Plans, (Cont'd.)

A Customer who terminates a term plan in the 2nd or 3rd year prior to the term's expiration will be required to pay 35% an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

(C) Discounts

The following discounts on per minute base rates for qualifying usage are based on the monthly commitment level and term plan selected by the Customer. These discounts are applicable to the rates found in Section 4.1.1 of this tariff.

Term Plan	Discount (per minute)
One Year	$0.01
Two Years	$0.02
Three Years	$0.03

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.2 Hypercube Networks, LLC Toll Free Service

(A) Description

Hypercube Networks, LLC Toll Free Service is an inbound communications service which permits calls to be completed at the Customer's location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (800+ NXX-XXXX) which will terminate at the Customer's location. Calls may originate from any location within the State of Georgia and may terminate at the. Customer's location.

Toll Free Service will be billed per call based on the duration of the call. Each call will be billed in 6 second increments with an initial billing period of 6 seconds. Usage discounts apply to aggregate monthly interstate and intrastate usage.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.2 Hypercube Networks, LLC Toll Free Service, (Cont'd.)

(A) Description, (Cont'd.)

Toll Free Service is offered in two variations depending upon the method the Customer employs to access the Company's network for use of the service:

Switched Toll Free service calls are originated via normal shared use facilities and are terminated via the Customer's local exchange service access line.

Dedicated Toll Free service calls are originated via normal shared use facilities and are terminated via dedicated access facilities connecting the Customer's premises and the Company's POP. This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

INTEREXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.2 Hypercube Networks, LLC Toll Free Service, (Cont'd.)

(B) Commitment Levels and Term Plans

Toll Free is available on a month to month basis or on an optional 1, 2, or 3-year term plan. Discounts off the base rates are available to the Customer according to the commitment level and term plan selected by the Customer. The commitment level is calculated from the monthly total usage generated from the following Company products: shared and dedicated domestic and interstate and intrastate outbound and inbound service, intraLATA, and calling card. Charges such as taxes, late payment fees or other service nonrecurring and monthly recurring charges will not be included in the total usage amount calculation

Should the Customer's actual usage fall below the monthly minimum usage commitment, the Customer is required to pay the Company a fee equal to the difference between the Customer's discounted rate and the higher rate associated with the lower volume.

A Customer who terminates a term plan in the 1st year prior to the term's expiration will be required to pay in one lump sum an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit., or discount, or waiver, if applicable, that was provided to the Customer.

A Customer who terminates a term plan in the 2nd or 3rd year prior to the term's expiration will be required to pay 35% of an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

3.4 Service Offerings, (Cont'd.)

3.4.2 Hypercube Networks, LLC Toll Free Service, (Cont'd.)

(C) Discounts

The following discounts on per minute base rates for qualifying usage are based on the monthly commitment level and term plan selected by the Customer. These discounts are applicable to the rates found in Section 4.1.2 of this tariff.

Term Plan	Discount (per minute)
One Year	$0.01
Two Years	$0.02
Three Years	$0.03

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.3 Miscellaneous Services

(A) Hypercube Networks, LLC Calling Card Service

Hypercube Networks, LLC Calling Card Service is provided to Customers for use when away from their established service location. Access to the service is gained by dialing a Company designated 800 access number (800-NXX-XXXX), plus the Customer's/User's Hypercube Networks, LLC Calling Card authorization number and the called telephone number.

Beyond these standard features, the Hypercube Networks, LLC Calling card includes the following enhanced features: conference calling, Hypercube Networks, LLC Voice Mail access, voice messaging, news and information access and speed dialing. Use of these enhanced features is subject to separate charges. Hypercube Networks, LLC Calling Card calls are billed in full minute increments, with a one minute minimum. This service is offered with Peak and Off-Peak pricing. A description of the additional features are as follows.

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.3 Miscellaneous Services, (Cont'd.)

(A) Hypercube Networks, LLC Calling Card Service, (Cont'd.)

(1) Enhanced Features Charges

Enhanced features are available for use as described below. Enhanced features charges apply in lieu of standard usage charges. Usage charges are billed in six second increments with a one minute minimum.

(a) Conference Calling

Allows the User to establish a conference call by accessing the conference operator: Charges apply per established line and per minute of usage.

(b) Voice Mail Access

Allows the User to access Hypercube Networks, LLC Voice Mail and to place return calls without having to hang-up and initiate a new calling card call.

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.3 Miscellaneous Services, (Cont'd.)

(A) Hypercube Networks, LLC Calling Card Service, (Cont'd.)

(1) Enhanced Features Charges, (Cont'd.)

(c) Voice Messaging

Allows the User to leave up to a three minute voice recorded message that is stored for future delivery when the called number is busy or no answer.

(d) News and Information

Provides access to news, weather, sports, financial information and other features.

(e) Speed Dialing

Allows the User to access Speed Dialing by programming and storing up to nine frequently dialed numbers.

INTEREXCHANGE SERVICES

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.3 Miscellaneous Services, (Cont'd.)

(A) Hypercube Networks, LLC Calling Card Service, (Cont'd.)

(2) Rate Periods

Peak and Off-Peak rate periods are as follows:

Non-Holiday Rate Periods	From	To But Not Including Days
Peak	8:00 a.m.	5:00 p.m. - Mon-Fri
Off-Peak	5:00 p.m.	8:00 a.m. – Mon-Fri
	8:00 a.m.	8:00 am. – Sat-Sun
	8:00 a.m.	8.00 a.m. - Holidays

Holidays: On Christmas Day (Dec. 25), New Years Day (Jan. 1), Memorial Day, Independence Day (July 4), Labor Day (first Monday in Sept.) and Thanksgiving Day (fourth Thursday in Nov.) the Off-Peak Period rate applies unless a lower rate would normally apply.

3.4 Service Offerings, (Cont'd.)

3.4.3 Miscellaneous Services, (Cont'd.)

(B) Bill-to-Calling Card (BCC) Service

Bill-to-Calling Card Service allows users of touch-tone telephones connected to the Company's LDS services to charge calls to their local exchange company (LEC) calling card. In addition to standard LDS, the BCC charge, as set forth in 4.3.2 applies when users complete calls by entering both the called number and their LEC calling card number without the assistance of an operator. For BCC calls to Directory Assistance, the appropriate charges set forth in 4.3.3 will apply in addition. The Company accepts only LEC calling cards which it can identify as valid. Charges for BCC calls will appear on the user's LEC bill.

(C) Directory Assistance (DA)

Company will connect LDS Service Customers to Directory Assistance (DA) for a fee as set forth in Section 4.3.3. A credit allowance for DA will be provided upon request if the Customer experiences poor transmission quality, is cut-off, receives an incorrect telephone number, or misdials the intended DA number (NPA+ 555-1212).

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Service Offerings, (Cont'd.)

3.4.4 Special Promotions

The Company may from time to time engage in special promotional service offerings designed to attract new Customers or to increase existing subscriber's awareness of a particular tariff offering. The Georgia Public Service Commission will be notified of the starting and ending dates, times, and/or locations of such promotions.

3.4.5 Special Service Arrangements

Customer-specific service arrangements, which may include engineering, installation, construction, facilities, assembly and/or other special services, may be furnished in addition to existing tariff offerings. Rates, terms, and conditions plus any additional regulations, if applicable for the special service arrangements will be developed upon the Customer's request. Unless otherwise specified, the regulations for the special service arrangements are in addition to the applicable regulations specified in other sections of this tariff. The necessary tariff revisions will be filed to reflect the special service arrangements.

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INTEREXCHANGE SERVICES

SECTION 4 - RATES

4.1 Long Distance Service (LDS)

4.1.1 New Service Offering

Rates and Charges	Per Minute
Outbound Switched	$0.089
Outbound Dedicated	$0.079
Inbound Switched	$0.089
Inbound Dedicated	$0.079

INTEREXCHANGE SERVICES

SECTION 4 – RATES, (CONT'D.)

4.2 Toll Free Service

4.2.1 New Service Offering

Rates and Charges	Per Minute
Inbound Switched	$0.089
Inbound Dedicated	$0.079

INTEREXCHANGE SERVICES

SECTION 4 – RATES, (CONT'D.)

4.2 Toll Free Service

4.2.2 Recurring and Nonrecurring Rates

	Monthly Recurring	Nonrecurring
Shared charge per 800 number	N/A	N/A
Dedicated charge per routing arrangement	N/A	N/A
Advanced features (per feature)		$50.00
1 routing feature	$30.00	N/A
3 routing features	$30.00	N/A
All routing features	$30.00	N/A

INTEREXCHANGE SERVICES

SECTION 4 – RATES, (CONT'D.)

4.3 Miscellaneous Services

4.3.1 Calling Card Service

(A) Standard Usage Charges (per minute of use)

(1)	Peak/Off-Peak Rate	$0.24
(2)	Surcharge	$0.31

(B) Directory Assistance Calls

(1)	Requested Number Charge	$1.26
(2)	Call Completion Charge (per minute)	NC

(C) Enhanced Feature Charges

(1)	Conference Calling per established line	$2.50
	per minute of usage per line (Day)	$0.59
	(Weekend)	$0.35
(2)	Voice Mail Access per minute of usage	$0.32

SECTION 4 – RATES, (CONT'D.)

4.3 Miscellaneous Services, (Cont'd.)

4.3.1 Calling Card Service, (Cont'd.)

(C) Enhanced Feature Charge, (Cont'd.)

(3)	Voice Messaging (per minute of usage)	
	1 message	$2.90
	up to 5 messages	$9.39
	up to 10 messages	$16.90
	up to 20 messages	$31.00
	message status	NC
(4)	News and Information per minute of usage	N/A
(5)	Speed Dialing	NC

4.3.2 BCC Service

BCC Charge	$0.60

4.3.3 Directory Assistance

Per requested number	$0.65

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4.4 Exemptions and Special Rates

4.4.1 Discounts for Hearing Impaired Customers

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDI)s for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDI)s will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period. Discounts do not apply to surcharges or per call add on charges for operator service when the call is placed by a method that would normally incur the surcharge.

4.4.2 Directory Assistance for Handicapped Persons

There is no charge for Directory Assistance for the first 50 calls in a monthly billing period from handicapped persons. Such persons must contact the Company for credit on their directory assistance calls.

4.4 Exemptions and Special Rates, (Cont'd.)

4.4.3 Discounts for Telecommunications Relay Service

For intrastate toll calls received from the telecommunications relay service, there will be a 50 percent discount off the applicable rate for a voice non relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the applicable rate for a voice non relay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

EXHIBIT D TO APPENDIX B

GEORGIA P.S.C. TARIFF NO. 11 (LOCAL EXCHANGE SERVICES) REPLACEMENT TARIFF

LOCAL EXCHANGE SERVICES

This tariff Hypercube Networks, LLC Georgia P.S.C. Tariff No. 11 replaces Intrado Communications, LLC Georgia P.S.C. Tariff No. 8 currently on file with the Commission in its entirety due to Company name change.

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO END-USER

TELECOMMUNICATIONS SERVICES WITHIN

THE STATE OF GEORGIA

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LOCAL EXCHANGE SERVICES

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
1	Original	*	26	Original	*	51	Original	*
2	Original	*	27	Original	*	52	Original	*
3	Original	*	28	Original	*	53	Original	*
4	Original	*	29	Original	*	54	Original	*
5	Original	*	30	Original	*	55	Original	*
6	Original	*	31	Original	*	56	Original	*
7	Original	*	32	Original	*	57	Original	*
8	Original	*	33	Original	*	58	Original	*
9	Original	*	34	Original	*	59	Original	*
10	Original	*	35	Original	*	60	Original	*
11	Original	*	36	Original	*	61	Original	*
12	Original	*	37	Original	*	62	Original	*
13	Original	*	38	Original	*	63	Original	*
14	Original	*	39	Original	*	64	Original	*
15	Original	*	40	Original	*	65	Original	*
16	Original	*	41	Original	*	66	Original	*
17	Original	*	42	Original	*	67	Original	*
18	Original	*	43	Original	*	68	Original	*
19	Original	*	44	Original	*	69	Original	*
20	Original	*	45	Original	*	70	Original	*
21	Original	*	46	Original	*	71	Original	*
22	Original	*	47	Original	*	72	Original	*
23	Original	*	48	Original	*	73	Original	*
24	Original	*	49	Original	*	74	Original	*
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						76	Original	*

* - indicates those pages included with this filing

LOCAL EXCHANGE SERVICES

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LOCAL EXCHANGE SERVICES

TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the pages. Pages are numbered sequentially; however, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the page in effect. Consult the Check Sheet for the page currently in effect.

(C) Paragraph Numbering - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level.

2.
2.1.
2.1.1.
2.1.1.(A).
2.1.1.(A).(1).
2.1.1.(A).(1).(a).
2.1.1.(A).(l).(a).1
2.1.1.(A).(1).(a).1.(i).
2.1.1.(A).(1).(a).1.(i).1

D. Check Sheets - When a tariff filing is made with the Georgia Public Service Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Georgia Public Service Commission.

LOCAL EXCHANGE SERVICES

EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

(C) - To signify changes regulation.

(D) - To signify discontinued rate or regulation.

(I) - To signify increased rate.

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

(N) - To signify new rate or regulation.

(R) - To signify reduced rate.

(S) - To signify reissued matter.

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

LOCAL EXCHANGE SERVICES

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate telecommunications services by Hypercube Networks, LLC, hereinafter referred to as or the "Company", to Customers within the State of Georgia.

LOCAL EXCHANGE SERVICES

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Abbreviated Dialing - Permits lines within a Customer's terminal group to place calls within the group using 1 to 7 digits.

Account Codes – Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Advance Payment - Part or all of a payment required before the start of service.

Automatic Callback Calling - Allows Customers to request an automatic callback upon receiving a busy signal. Caller may signal for dial tone and dial a feature code or press a feature button to request automatic callback facilities.

Automatic Number Identification (ANI) - Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

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

Calling Name Delivery - Allows Customers to view the name and telephone number associated with an incoming call before answering the phone.

Call Back/Camp On - Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

Call Forwarding

Call Forwarding Station - Allows calls directed to a station line to be routed to a user defined line inside or outside the Customer's telephone system.

Call Forwarding System - Permits calls attempting to terminate to a busy station line to be redirected to a predetermined line inside or outside the Customer's telephone system.

Call Forwarding Remote - This optional feature allows a user to activate/deactivate the Call Forwarding -All Calls feature or change the forwarded to telephone number from a remote location.

LOCAL EXCHANGE SERVICES

SECTION 1 – DEFINITIONS, (CONT'D.)

Call Forwarding. (Cont'd.)

Call Forwarding Busy - Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Don't Answer – Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Variable Limited - When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

Call Forwarding Variable Unlimited - The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

Call Hold - Allows the user to hold one call for any length of time provided that neither party goes on-hook.

Call Park - Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

Call Pickup - Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a Customer group.

Call Transfer - Allows a station line user to transfer any established call to another station line inside or outside the Customer group without the assistance of the attendant.

Call Waiting - Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The service also provides a hold feature that is activated by a switchhook flash.

LOCAL EXCHANGE SERVICES

SECTION 1 – DEFINITIONS, (CONT'D.)

Communication Services - The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company - Hypercube Networks, LLC, the issuer of this tariff.

Customer or Subscriber - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dial Pulse (or "DP") - The pulse type employed by rotary dial station sets.

Dial 9 Access - Allows Customers to place calls outside their ClearStar Advantage system by dialing an access code (usually 9).

Direct Inward Dialing (or "DID") - A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

DID Trunk - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

Direct Outward Dial (or "DOD") - A service attribute that allows individual station users to access and dial outside numbers directly.

Do Not Disturb - Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

DSX-1 Panel - Distribution equipment used to terminate and administer DS1 (1,544 Mbps) circuits.

Duplex Service - Service that provides for simultaneous transmission in both directions.

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.

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

LOCAL EXCHANGE SERVICES

SECTION 1 – DEFINITIONS, (CONT'D.)

In-Only - A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Joint User - A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be bulled under a joint user arrangement as specified herein.

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

Last Number Redial - Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Exchange Carrier or ("LEC") - Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Manual Exclusion - Restricts others from retrieving a put on hold or from breaking into a call. Applicable to ISDN centrex type services. Ensures privacy is automatically invoked whenever a Customer picks up the phone to place or answer a call.

Mbps - Megabits, denotes millions of bits per second.

Message Waiting Indication - Provides a lighted indicator (usually on a telephone set) that informs Customer of a new message to be reviewed.

Multi-Frequency or ("MF") – An inter-exchange pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Multi Site Abbreviated Dialing - Allows Customers to use abbreviated dialing capabilities among multiple locations.

Recurring Charges - The monthly charges to the Customer for services, facilities arid equipment, that continue for the agreed upon duration of the service.

LOCAL EXCHANGE SERVICES

SECTION 1 – DEFINITIONS, (CONT'D.)

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service that 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. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order - The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company 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.

Shared - A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Speed Calling Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is Customer-changeable.

System - Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Station - Allows a station line user to add, change or delete telephone numbers from a speed calling list. The list is dedicated to the individual station line user.

Three-Way Calling - Allows a station line user to add a third party to an existing conversation.

Two Way - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Uniform Call Distribution - Automatically distributes incoming calls, in the order of their arrival, to Customer telephone lines that have been idle the longest.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.2 Shortage of Equipment or Facilities

(A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

(B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

(A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

(B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

(C) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

(D) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (Cont'd.)

(E) Service may be terminated upon written notice to the Customer if:

(1) the Customer is using the service in violation of this tariff, or

(2) the Customer is using the service in violation of the law.

(F) This tariff shall be interpreted and governed by the laws of the State of Georgia regardless of its choice of laws provision.

(G) AT&T of Georgia and its affiliated local telephone companies must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

(H) To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company

(A) The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

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

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

(C) The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.

(D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

(E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnities and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

(F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

(G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

(H) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

(I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

(J) The Company does not provide third party billing. In the case that the Company shall provide service in the future the Company will comply with the Georgia Statute Code O.C.G.A. Sect. 46-5-171.1.

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

(A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

(B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

(C) The Company may substitute, change or rearrange any equipment or facility a(any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

(D) Equipment the Company provides or installs at the Customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities, (Cont'd.)

(E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

(1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or

(2) the reception of signals by Customer-provided equipment.

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.7 Non-Routine Installation

At the Customer's request, insta1lation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

(A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;

(B) of a type other than that which the Company would normally utilize in the furnishing of its services;

(C) over a route other than that which the Company would normally utilize in the furnishing of its services;

(D) in a quantity greater than that which the Company would normally construct;

(E) on an expedited basis;

(F) on a temporary basis until permanent facilities are available;

(G) involving abnormal costs; or

(H) in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

(A) The services die Company offers shall not be used for any unlawful required governmental approvals, authorizations, licenses, consents and permits.

(B) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Georgia Public Service Commission regulations, policies, orders, and decisions.

(C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

(D) A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

(A) the payment of all applicable charges pursuant to this tariff;

(B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

(C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (Cont'd.)

(D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide communication services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

(E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (Cont'd.)

(F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

(G) not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and

(H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

(A) any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

(B) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.3.3 Third Party Vendor Charges

For the avoidance of doubt and notwithstanding any other provision in this tariff or other customer service agreement or arrangement, including but not limited to Meet Point Billing arrangements, in addition to service charges imposed by the Company for the service, the Customer shall be responsible for and reimburse the Company for any and all charges, fees, assessments of any kind or nature, including but not limited to interstate and intrastate switched access charges, imposed by any third party (collectively "Third Party Charges") upon the Company relating to usage incurred by the Customer in connection with the services. The Customer hereby indemnifies for all Third Party Charges and agrees to defend and hold the Company harmless for all damages, losses, claims or judgments arising out any Third Party Charges.

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

(A) Terminal equipment on the Users premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

(B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities

(A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communication services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

(B) Communication services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.

(C) Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Pail 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

(D) Users may interconnect communications facilities that are used -in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an is "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.4 Inspections

(A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

(B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, tile Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons,

(A) Taxes

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

2.5.2 Billing and Collection of Charges

(A) Nonrecurring charges are due and payable from the Customer within 30 days after the invoice date, unless otherwise agreed to in advance.

(B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.

(C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges, (Cont'd.)

(D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does riot conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

(E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds that are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by the lesser of the highest percentage allowable by the Georgia Public Service Commission or a late factor of 1.5% per month.

(F) The Customer will be assessed a charge of twenty-five dollars ($25.00) for each check submitted by the Customer to the Company that a financial institution refused to honor.

(G) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.

(H) If service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. However, the amount of the advance payment in addition to any additional required deposits, as set forth in Section 2.5.4, shall not exceed 2 and one half times the amount of the Customer's monthly charges. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.4 Deposits

(A) To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

(1) two months charges for a service or facility that has a minimum payment period of one month; or
(2) the charges that would apply for the minimum payment period for a service or facility that has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

(B) A deposit may be required in addition to an advance payment.

(C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

(D) Deposits held will accrue interest at a rate determined by the Commission without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Discontinuance of Service

(A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.

(B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

(C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Discontinuance of Service, (Cont'd.)

(D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition, within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

(E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

(F) In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

(G) Upon the Company's discontinuance of service to the Customer under Section 2.5.5(A) or 2.5.5(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other Provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Cancellation of Application for Service

(A) Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

(B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).

(C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

(D) The special charges described in 2.5.6(A) through 2.5.6(C) will be calculated and applied on a case-by-case basis.

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.7 Changes in Service Requested

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

2.6 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the pail of the service that the interruption affects.

2.6.1 Credit for Interruptions

(A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative, if the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

(B) For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service, (Cont'd.)

2.6.1 Credit for Interruptions, (Cont'd.)

(C) A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

Length of Interruption	Interruption Period To Be. Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

Over 24 Hours and Less Than 72 Hours - Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full days credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours - Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days' credit will be allowed for any one month period.

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service, (Cont'd.)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

(A) Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;

(B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;

(C) interruptions due to the failure or malfunction of non-Company equipment;

(D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

(E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

(F) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and

(G) interruption of service due to circumstances or causes beyond the control of Company.

2.6.3 Cancellation for Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences trees a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

2.7 Use of Customer's Service by Others

2.7.1 Resale and Sharing

Any service provided under this tariff maybe resold to or shared with other persons at the option of the Customer, subject to compliance with any applicable laws or Georgia Public Service Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.7.2 Joint Use Arrangement

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.8 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

The Customer's termination liability for cancellation of service shall be equal to:

(A) all unpaid and waived Non-Recurring charges reasonably expended by the Company as well as all costs incurred by Customer to establish service to the Customer; plus

(B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus

(C) all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation; plus

(D) the difference between a Customer's term rates and the Company's month-to-month rates times the actual length of service

2.9 Transfers and Assignment

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

(A) to any subsidiary, parent company or affiliate of the Company; or

(B) pursuant to any sale or transfer of substantially all the assets of the Company, or

(C) pursuant to any financing, merger or reorganization of the Company.

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.10 Notices and Communications

(A) The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

(B) The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

(C) All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

(D) The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures forgiving notice set forth herein.

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.11 Operator Services Rules

(A) The Company will enforce the following operator service rules:

A provider of intrastate operator assisted communications services must:

(1) identify itself at the time the end-user accesses its services;

(2) upon request, quote all rates and charges for its services to the end-user accessing its system;

(3) arrange to have posted in plain view at each telephone location which automatically accesses the operator service provider's network and where its services are made available to the public or transient end-users:

(a) the operator service provider's name and address;

(b) bill and service dispute calling information including the operator service provider's dispute resolution phone number;
(c) clear and specific instructions in forming the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and
(d) notice concerning any and all amounts to be billed by the operator services provider on behalf of any host location or third party that will appear on the operator service provider's bill for services rendered.

LOCAL EXCHANGE SERVICES

SECTION 2 – REGULATIONS, (CONT'D.)

2.11 Operator Services Rules

(A) (Cont'd.)

(4) in instances when the provider is unable to complete the call and it requires transfer to another telephone corporation that may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and

(5) in the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfers effect on the applicable rates and charges, before any charges are incurred.

(B) The Company will comply with the following provisions:

(1) Providers of intrastate operator assisted communications services shall not take any, action or enter into any arrangement that restricts end-user selection among competing interexchange telephone corporations or end-users access to competing providers of intrastate operator assisted communications services, or pay any commissions or other compensation to any entity engaged in such action or arrangement.

LOCAL EXCHANGE SERVICES

SECTION 3 – APPLICATION OF RATES

3.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

3.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

(A) Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.

(B) Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.

(C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

(D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

(E) All times refer to local time.

LOCAL EXCHANGE SERVICES

SECTION 3 – APPLICATION OF RATES, (CONT'D.)

3.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules:

(A) Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

LOCAL EXCHANGE SERVICES

SECTION 3 – APPLICATION OF RATES, (CONT'D.)

3.3 Rates Based Upon Distance, (Cont'd.)

(B) The airline distance between any two rate centers is determined as follows:

Step 1: Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.

Step 2: Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the Difference between the "H" coordinates.

Step 3: Square the differences obtained in Step 2.

Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:

$$\sqrt{\frac{\left| V_1 - V_2 \right|^2 + \left| H_1 - H_2 \right|^2}{10}}$$

LOCAL EXCHANGE SERVICES

SECTION 4 – SERVICE AREAS

4.1 Exchange Access Service Areas

Exchange services are provided in all Exchange Access Service Areas (EASA) throughout the entire state of Georgia.

LOCAL EXCHANGE SERVICES

SECTION 5 – EXCHANGE ACCESS SERVICE

5.1 General

Exchange Access Service provides a Customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

(A) receive calls from other stations on the public switched telecommunications network;

(B) access other services offered by the Company as set forth in this tariff;

(C) access certain interstate and international calling services provided by the Company;

(D) access (at no additional charge) the Company's, operators and business office for service related assistance;

(E) access (at no additional charge) emergency services by dialing 0- or 911; and

(F) access services provided by other common carriers that purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.

Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the Customer's premises.

The following Exchange Access Services are offered:

Basic Line Service

LOCAL EXCHANGE SERVICES

SECTION 5 – EXCHANGE ACCESS SERVICE, (CONT'D.)

5.2 Basic Line Service

Basic Line Service provides a Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Company-provided Basic Lines. Each Basic Line is provided with the following standard features which are set forth in Section 10.6 of the tariff.

Nonrecurring and monthly recurring rates per Basic Line apply as follows:

	Nonrecurring	Monthly Recurring
Basic Local/Expanded Exchange Service - Augusta		
Flat Rate Service		
Each Line w/ Hunting	$30.00	$48.00
Each Line w/o Hunting	$30.00	$31.00
Measured Rate Service (LOS)		
Each Line w/ Hunting	$30.00	$37.00
Each Line w/o Hunting	$30.00	$25.00
Basic Local/Expanded Exchange Service - Savannah		
Flat Rate Service		
Each Line w/ Hunting	$30.00	$55.00
Each Line w/o Hunting	$30.00	$36.00
Measured Rate Service (LOS		
Each Line w/ Hunting	$30.00	$43.00
Each Line w/o Hunting	$30.00	$29.00

LOCAL EXCHANGE SERVICES

SECTION 5 – EXCHANGE ACCESS SERVICE, (CONT'D.)

5.2 Basic Line Service, (Cont'd.)

	Nonrecurring	Monthly Recurring
Basic Local/Expanded Exchange Service - Augusta		
Flat Rate Service		
1st Line	$52.43	$33.57
Each Additional Line	$27.00	$33.57
Measured Rate Service LOS		
1st Line	$52.43	$27.27
Each Additional Line	$27.00	$27.27
Basic Local/Expanded Exchange Service - Savannah		
Flat Rate Service		
1st Line	$52.43	$38.57
Each Additional Line	$27.00	$38.57
Measured Rate Service (LOS)		
1st Line	$52.43	$31.27
Each Additional Line	$27.00	$31.27

LOCAL EXCHANGE SERVICES

SECTION 6 – EXCHANGE ACCESS OPTIONAL FEATURES

6.1 Directory Listings

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of Customer's main billing telephone number[1] in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at the following rates:

	Nonrecurring	Monthly Recurring
Each Additional Listing:	N/A	$1.20
Non-Published Private Listing	N/A	$3.50
Cross Reference Listing	N/A	$1.20

[1] For Customers with multiple premises served b the Company, the Company will arrange for a listing of the main billing telephone number at each premise.

LOCAL EXCHANGE SERVICES

SECTION 6 – EXCHANGE ACCESS OPTIONAL FEATURES, (CONT'D.)

6.2 Main Number Retention

6.2.1 Description

Main Number Retention is an optional feature by which a new Customer, who was formally a customer of another certificated local exchange carrier at the same premises location, may retain its main telephone numbers and main fax numbers for use with the Company-provided Exchange Access Services. Main Number Retention service is only available in areas where the Company maintains some form of number retention arrangement with the Customer's former local exchange carrier.

Monthly recurring and nonrecurring charges apply per retained number. Rates for retained numbers may vary from area to area.

6.2.2 Rates

	Nonrecurring	Monthly Recurring
per retained number	$XXX	$X.XX
per retained vanity number	$X.XX	$X.XX

LOCAL EXCHANGE SERVICES

SECTION 7 – RESOLD LOCAL EXCHANGE SERVICE

7.1 Description

Resold Local Exchange Service is composed of the res;j1e of exchange access lines and local calling provided by other certificated Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate/international services.

7.2 Rates

The following maximum rates apply for Resold Local Exchange Services:

	Nonrecurring Charge	Monthly Recurring Charge
Resold Basic Lines		
Flat Rate Service		
Augusta	$58.25	$37.30
Savannah	$58.25	$42.85
Measured Service		
Georgia Community Calling		
Augusta	$58.25	$30.30
Savannah	$58.25	$34.74
Resold Basic Trunks[1]		
Flat Rate Service		
Augusta	$58.25	$59.50
Savannah	$58.25	$68.38
Measured Service		
Georgia Community Calling		
Augusta	$58.25	$39.06
Savannah	$58.25	$44.70

[1] Includes Hunting

LOCAL EXCHANGE SERVICES

SECTION 7 – RESOLD LOCAL EXCHANGE SERVICE, (CONT'D.)

7.2 Rates, (Cont'd.)

Resold Local Usage

Georgia Community Calling

Mileage Bands,	Per Call
Local calls (over 75 calls)	$0.12
Expanded (1 -10 miles)	$0.00
Expanded (11-22 miles)	$0.00
Expanded (23-40 miles)	$0.10
Expanded (41-55 miles)	$0.12

LOCAL EXCHANGE SERVICES

SECTION 8 – LOCAL CALLING SERVICE

8.1 Description

Local Calling Service provides a Customer with the ability to originate calls from a Company-provided access me to all other stations on the public switched telephone network[1] bearing the designation of any central office exchanges, areas, and zones included in the Customer's local calling area.

8.1.1 Basic Local Exchange Service

This calling service allows the Customer unlimited access to all other stations on the public switched telephone network within the Customer's Basic Local Calling Area. All calls to destinations outside the Basic Local Calling Area but within the same state and LATA will be charged the IntraLATA rates as specified in Section 9.3 following.

8.1.2 Expanded Local Exchange Service

This calling service allows the Customer limited access to all other stations on the public switched telephone network within the Customer’s Basic Local Calling Area. Additional calls to the Basic Local Calling Area will be charged as specified in Section 8.2.1(A) following. All calls to the Expanded Local Calling Area[2] will be charged a per call setup and per minute access charge as specified in Section 8.2.1(B) following. All calls to destinations outside the Expanded Local Calling Area but within the same state and LATA will be charged the IntraLATA rates as specified in Section 9.3 following.

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[1] Except calls to other telephone companies' caller paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility.

[2] As specified in AT&T of Georgia tariff in effect and as amended from time-to-time.

LOCAL EXCHANGE SERVICES

SECTION 8 – LOCAL CALLING SERVICE, (CONT'D.)

8.1 Description, (Cont'd.)

8.1.2 Expanded Local Exchange Service, (Cont'd.)

(A) Time Periods

Day and Night/Weekend rates apply as follows:

Rates	From	To (but not including)	Days Applicable
Day	9:00 A.M.	9:00 P.M.	Mon. - Fri.
Night/Weekend	All other days, times, and holidays.		

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

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LOCAL EXCHANGE SERVICES

SECTION 8 – LOCAL CALLING SERVICE, (CONT'D.)

8.2 Rates

The rates set forth in this section apply to all direct dialed local calls. For operator-assisted local calls, the operator charges listed in Section 10. 1.3 applies in addition to the charges listed below.

8.2.1 Usage Charges

Per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.

(A) Monthly Message Allowance

Type of Service	Basic Calling Area	Extended Calling Area
Basic Local Exchange Service	RESERVED FOR FUTURE USE[1]	
Expanded Local Exchange Service	RESERVED FOR FUTURE USE	

* An additional message charge per call for each message over the monthly allowance (75 calls) may be required. RESERVED FOR FUTURE USE

(B) Expanded Calling Area - The following usage charges apply to points in the Customer's Expanded Calling Area.

MILEAGE	SETUP PER CALL	PEAK	OFF-PEAK
1-10	RESERVED FOR FUTURE USE		
11-22	RESERVED FOR FUTURE USE		
23-40	RESERVED FOR FUTURE USE		
41-55	RESERVED FOR FUTURE USE		

[1] Customers of Basic Local Exchange Service are billed intraLATA rates for calls to destinations within the state and LATA but outside the Basic Local Calling Area.

LOCAL EXCHANGE SERVICES

SECTION 9 – INTRALATA CALLING SERVICE

9.1 Description

IntraLATA calling service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network[1] bearing the designation of any central office exchanges, areas, and zones outside of the Customer's Basic Calling Area but within the same state and LATA.

9.2 Time Periods

Day, Evening and Night/Weekend rate periods are shown below. On holidays, Evening rates will apply unless a lower rate will normally apply.

Rates	From	To (but not including)	Days Applicable	Discount Applicable
Day	8:00 A.M.	12:00 P.M.	Mon. - Fri.	0%
	1:00 P.M.	5:00 P.M.	Mon. - Fri.	0%
Evening	5:00 PM.	11:00 P.M.	Mon. - Fri.	25%
Night/Weekend	All other times			50%

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day(the first Monday in September), Thanksgiving Day(1he fourth Thursday in November), and Christmas Day (December 25).

[1] Except calls to other telephone companies' caller paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility.

LOCAL EXCHANGE SERVICES

SECTION 10 – MISCELLANEOUS SERVICES

10.1 Operator Services

10.1.1 Description

Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Services, and to Customers and Users of exchange access lines.

10.1.2 Definitions

Person-to-Person - Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Station-to-Station - Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or nonproprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones, which are coin telephones will not be accepted.

Operator Dialed Charge - The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then request the operator to dial the cat led station.

Billed to Non-Proprietary Calling Card - Refers to calls that are dialed by the Customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

LOCAL EXCHANGE SERVICES

SECTION 10 – MISCELLANEOUS SERVICES, (CONT'D.)

10.1 Operator Services, (Cont'd.)

10.1.3 Rates

Local exchange and IntraLATA calls may be placed on an Operator Assisted basis. Usage charges for Operator Assisted calls are the same as those set forth in Sections 8 and 9, preceding. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, the surcharges specified in Section 10.2.3 and Section 10. 1.3 will apply in addition to any applicable Operator charges.

In addition to the usage charges identified above, the following operator-assisted charges will apply:

Per Call Charges	IntraLATA
Person-to-Person (Operator Assisted)	RESERVED FOR FUTURE USE
Station-to-Station (Operator Assisted)	RESERVED FOR FUTURE USE
Operator Dialed Charge (applies in addition to other operator charges)	RESERVED FOR FUTURE USE
Billed to Non-Proprietary Calling Card (additional surcharge)	RESERVED FOR FUTURE USE
Directory Assistance	RESERVED FOR FUTURE USE
Directory Assistance Call Completion Service	RESERVED FOR FUTURE USE

LOCAL EXCHANGE SERVICES

SECTION 10 – MISCELLANEOUS SERVICES, (CONT'D.)

10.2 Busy Line Verify and Line Interrupt Service

10.2.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line.

(A) The operator will determine if the line is clear or in use and report to the calling party.

(B) The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

10.2.2 Regulations

(A) A charge will apply when:

(1) The operator verifies that the line is busy with a call in progress.

(2) The operator verifies that the line is available for incoming calls.

(3) The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

LOCAL EXCHANGE SERVICES

SECTION 10 – MISCELLANEOUS SERVICES, (CONT'D.)

10.2 Busy Line Verify and Line Interrupt Service, (Cont'd.)

10.2.2 Regulations, (Cont'd.)

(B) No charge will apply:

(1) When the calling party advises that the call is to or from an official public emergency agency.
(2) Under conditions other than those specified in 10.2.2(A) preceding.

(C) Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

(D) The Customer shall identify and bold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

10.2.3 Rates

Busy Line Verify Service (each request)	$6.45
Busy Line Verify and Busy Line Interrupt Service (each request)	$6.45

LOCAL EXCHANGE SERVICES

SECTION 10 – MISCELLANEOUS SERVICES, (CONT'D.)

10.3 Service Implementation

10.3.1 Description

Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service.

10.3.2 Rates

	Nonrecurring Charge
per service order	$58.25

10.4 Restoration of Service

10.4.1 Description

A restoration charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged for. The restoration charge does not apply when, after disconnection of service, service is later re-established.

10.4.2 Rates

	Nonrecurring
per occasion	$58.25

LOCAL EXCHANGE SERVICES

SECTION 10 – MISCELLANEOUS SERVICES, (CONT'D.)

10.5 Charges for Connecting or Changing Service

	Resold Nonrecurring Charge	On-Net Nonrecurring Charge
Line Connection Charge		
Applies per exchange access line or trunk,		
First Line	$58.25	$30.00
Additional Line (each)	$30.00	$30.00
Line Connection Charge		
Applies per exchange access line or trunk,		
First Line		$52.43
Additional Line (each)		$27.00
Line Change Charge		
Applies per exchange access fine or trunk		
First Line	$19.00	N/A
Additional Line (each)	$12.00	N/A
Secondary Service Charge		
Applies per Customer request		
Each	$15.00	$15.00
Add/Change Order		$13.50
Record Order		$7.65
Premises Work Charge		
First 15-minute increment or fraction thereof		
Per increment	$22.50	N/A
Each Additional I 5-minute increment or fraction thereof		
Per increment	$8.50	N/A

LOCAL EXCHANGE SERVICES

SECTION 10 – MISCELLANEOUS SERVICES, (CONT'D.)

10.6 Custom Calling Service

10.6.1 Resold Rates

Business/Business PBX Individual Features:	Monthly Charge
Call Waiting	$5.95
Call Forwarding Variable	
Call Forwarding Variable, per Line	$3.95
Call Forwarding Variable, per PBX	$6.60
Three-Way Calling	$4.50
Speed Calling (8-code)	$2.95
Speed Calling (30-code)	$5.50
Call Forwarding Busy Line	$2.95
Call Forwarding Don't Answer	$2.95
Call Forwarding Don't Answer - Ring Control	$2.95
Customer Control of Call forwarding Busy Line	$6.25
Customer Control of Call Forwarding Don't Answer	$6.25
Call Forwarding Busy Line Multipath or Customer Control of Call Forwarding Busy Line Multipath	$3.00
Call Forwarding Don't Answer Multipath or Customer Control of Call Forwarding Don't Answer Multipath	$3.00
Call Forwarding Variable Multipath or Remote Access – Call Forwarding Variable Multipath	$3.00
Remote Access - Call Forwarding Variable	$8.95

LOCAL EXCHANGE SERVICES

SECTION 10 – MISCELLANEOUS SERVICES, (CONT'D.)

10.6 Custom Calling Service, (Cont'd.)

10.6.1 Resold Rates, (Cont'd.)

Business/Business PBX Individual Features:	Nonrecurring Charge	Maximum Monthly Charge
Call Return (per line)		$4.95
Call Return (per use)	$0.75	
Call Return (denial of per use)		N/A
Repeat Dialing (per line)		$4.50
Repeat Dialing (per use)	$0.75	
Repeat Dialing (denial of per use)		N/A
Call Selector (per line)		$4.50
Preferred Call Forwarding (per line)		$4.95
Call Block (per line)		$4.50
Call Tracing (per line)		$4.95
Caller ID - Basic (Per Line)		$9.50
Caller ID - Deluxe (with ACR) Per line	$9.95	
Caller ID - Deluxe (without ACR) Per line	$9.95	
Caller ID - Deluxe (without ACR) Per line for Multi-Line Hunt Group arrangements	$9.95	
Calling Number Delivery Blocking – Permanent Per Line		
Calling Number Delivery Blocking, Per Call (per activation)	NC	
Enhanced Caller ID (with ACR) Per Line	$15.95	
Enhanced Caller ID (without ACR) Per Line	$15.95	
Anonymous Call Rejection	$3.50	

LOCAL EXCHANGE SERVICES

SECTION 10 – MISCELLANEOUS SERVICES, (CONT'D.)

10.7 Remote Call Forwarding

Rates

The following charge is for the Remote Call Forwarding feature only and are in addition to applicable charges for service and equipment.

Remote Call Forwarding is per feature arranged and one access path for either interexchange, intraexchange, or local calling area per service request.

	Nonrecurring Charge	Monthly Recurring Charge
Each	$13.50	$16.65
Additional Access Path (with initial installation) Each		$16.65

10.8 Flexible Call Forwarding

Rates - Individual Features	Monthly Recurring Charge
Flexible Call Forwarding	$8.95
Flexible Call Forwarding with Audio Calling Name	$10.95

LOCAL EXCHANGE SERVICES

SECTION 10 – MISCELLANEOUS SERVICES, (CONT'D.)

10.9 Hunting Service

Routing of a call to an idle station in a prearranged group when the called station line is busy.

	Nonrecurring Charge	Monthly Recurring Charge
Flat Line	$0.00	$20.07

LOCAL EXCHANGE SERVICES

SECTION 10 – MISCELLANEOUS SERVICES, (CONT'D.)

10.10 Telecommunications Relay Service (TRS)

10.10.1 Dialing Code

(A) 711 Dialing Code ("711 ") is a three digit local dialing arrangement for telephone voice transmission to all relay service entities as a toll free call. Pursuant to Order 00-257, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 711 dialing code is assigned for nationwide access to TRS entities, to be implemented not later than October 1, 2001.

(B) Pursuant to Georgia Public Service Commission TRS, Twelfth Amendatory Letter Order issued November 13, 2000, the 711 Dialing Code is assigned for telephone relay services to be implemented for subscriber use not later than March 1, 2001.

(C) 711 is available from the Company in the Company' s service territory only.

(D) This service is subject to the availability of the 711 dialing code.

(E) 711 can be delivered via regular exchange access lines (by individual business lilies, PBX trunks, etc.)

(F) Limitations and use of service as stated in Section 2 of this tariff apply.

(G) Directory Listings may be provided for 711 at no charge.

(H) Access to 711 is not available to the following classes of service:

- Hotel/Motel/Hospital Service (toll call only)
- 1+
- 0+, 0- (Credit Card, Third-Party Billing, Collect Calls)
- Inmate Service
- 101XXXX
- Cellular – Type 2A
- Operator assisted calls to the 711 will not be completed, as additional charges may be incurred by the end user.

_____

Note 1 Hotel/Motel/Hospital equipment may require modification in order for 711 call to complete.
Note 2 Calls will be completed via translations performed by the wireless carrier's switch.

LOCAL EXCHANGE SERVICES

SECTION 10 – MISCELLANEOUS SERVICES, (CONT'D.)

10.10 Telecommunications Relay Service (TRS), (Cont'd.)

10.10.2 Service Requirements and Conditions

(A) The Georgia Public Service Commission has responsibility for establishing, implementing, administering and promoting statewide telecommunications relay service (TRS), pursuant to O.C.G.A. § 46-5-30.

(B) Only one 10-digit toll free number may be used as the lead number per basic local calling area.

(C) The 711 Dialing Code is provided where facilities permit.

(D) The 711 Dialing Code is provided under the following conditions:

1. The TRS service provider will subscribe to adequate telephone facilities initially and subsequently as may be required to adequately handle calls to 711.

2. The TRS service provider is responsible for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent., trademark, copyright, or resulting from any claim of liable or slander.

3. The Company shall respond promptly to any and all complaints lodged with the Georgia Public Service Commission, regarding the delivery of a call to the TRS service provider via 711.

10.10.3 Rates

	Monthly Recurring Charge
711 Access	$0.11 *

* Inbound access to the TRS center via the 711 dialing code is toll-free. Completed calls placed through TRS will be charged in accordance with the same rates, terms and conditions, as set forth in this tariff, applicable to non-TRS calls.

LOCAL EXCHANGE SERVICES

SECTION 11 – SPECIAL ARRANGEMENTS

11.1 Special Construction

11.1.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

(A) nonrecurring type charges;

(B) recurring type charges;

(C) termination liabilities; or

(D) combinations thereof.

11.1.2 Termination Liability

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

(A) The termination liability period is the estimated service life of the facilities provided.

(B) The amount of the maximum termination liability is equal to the estimated amounts for:

LOCAL EXCHANGE SERVICES

SECTION 11 – SPECIAL ARRANGEMENTS, (CONT'D.)

11.1 Special Construction, (Cont'd.)

11.1.2 Termination Liability, (Cont'd.)

(B) (Cont'd.)

(1) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:

(a) equipment and materials provided or used,

(b) engineering, labor and supervision,

(c) transportation, and

(d) rights-of-way;

(2) license preparation, processing, and related fees;

(3) tariff preparation, processing, and related fees;

(4) cost of removal and restoration, where appropriate; and

(5) any other identifiable costs related to tile specially constructed or rearranged facilities.

(C) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 11.1.2(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 11.1.2(B) preceding shall be adjusted to reflect the re-determined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

LOCAL EXCHANGE SERVICES

SECTION 11 – SPECIAL ARRANGEMENTS, (CONT'D.)

11.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

11.3 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers.

EXHIBIT E TO APPENDIX B

GEORGIA P.S.C. TARIFF NO. 12 (ACCESS SERVICES) REPLACEMENT TARIFF

ACCESS SERVICES TARIFF

This tariff Hypercube Networks, LLC Georgia P.S.C. Tariff No. 12 replaces Intrado Communications, LLC GA P.S.C. Tariff No. 9 currently on file with the Commission in its entirety due to Company name change.

REGULATION AND SCHEDULE OF INTRASTATE CHARGES

GOVERNING THE PROVISION OF SWITCHED ACCESS SERVICES

FOR CONNECTION TO COMMUNICATIONS FACILITIES WITHIN

THE STATE OF GEORGIA

This tariff contains the descriptions, regulations and rates applicable to the furnishing of competitive access service and facilities for telecommunications services provided by Hypercube Networks, LLC within the State of Georgia. This tariff is on file with the Georgia Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 3200 West Pleasant Run Road, Suite 300, Lancaster, TX 75146.

Issued: October 31, 2023
Effective: November 30, 2023
Issued by:

Regulatory Affairs
3200 West Pleasant Run Road, Suite 300
Lancaster, TX. 75146

ACCESS SERVICES TARIFF

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
1	Original	*	26	Original	*	51	Original	*
2	Original	*	27	Original	*	52	Original	*
3	Original	*	28	Original	*	53	Original	*
4	Original	*	29	Original	*	54	Original	*
5	Original	*	30	Original	*	55	Original	*
6	Original	*	31	Original	*	56	Original	*
7	Original	*	32	Original	*	57	Original	*
8	Original	*	33	Original	*	58	Original	*
9	Original	*	34	Original	*	59	Original	*
10	Original	*	35	Original	*	60	Original	*
11	Original	*	36	Original	*	61	Original	*
12	Original	*	37	Original	*	62	Original	*
13	Original	*	38	Original	*	63	Original	*
14	Original	*	39	Original	*	64	Original	*
15	Original	*	40	Original	*	65	Original	*
16	Original	*	41	Original	*			
17	Original	*	42	Original	*			
18	Original	*	43	Original	*			
19	Original	*	44	Original	*			
20	Original	*	45	Original	*			
21	Original	*	46	Original	*			
22	Original	*	47	Original	*			
23	Original	*	48	Original	*			
24	Original	*	49	Original	*			
25	Original	*	50	Original	*			

* - indicates those pages included with this filing

Regulatory Affairs
3200 West Pleasant Run Road, Suite 300
Lancaster, TX. 75146

ACCESS SERVICES TARIFF

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ACCESS SERVICES TARIFF

SYMBOLS

The following are the only symbols used for the purposes indicated below:

C	-	To signify changed regulation or rate structure.
D	-	To signify discontinued material.
I	-	To signify an increased rate.
M	-	To signify a move in the location of text.
N	-	To signify a new rate or regulation.
R	-	To signify a reduced rate.
S	-	To signify reissued material.
T	-	To signify a change in text but no change in rate or regulation.

ACCESS SERVICES TARIFF

TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the pages. Pages are numbered sequentially; however, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the page in effect. Consult the Check Sheet for the page currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:

2.
2.1
2.1.1
2.1.1.A.
2.1.1.A.l.
2.1.1.A.l.(a)

D. Check Sheets - When a tariff filing is made with the Georgia Public Service Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Georgia Public Service Commission.

ACCESS SERVICES TARIFF

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff for the Access Services of this Company are defined below.

Access Code: A uniform seven digit code assigned by a Common Carrier to an individual customer. The seven digit code has the form 950-XXXX or 101XXXX.

Access Service: Switched 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: A switching system that provides traffic concentration and distribution function for originating or terminating traffic as an intermediate carrier between other switching facilities that originate or terminate calls to or from an End User.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

CMRS: Commercial Mobile Radio Service

Co-Carrier: Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

Commission: The Georgia Public Service Commission

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.

Company: Hypercube Networks, LLC, issuer of this tariff.

Constructive Order: Delivery of calls to or acceptance of calls from the Company's locations constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer.

Customer: The person, firm, corporation or other entity which orders Service or receives service including through a Constructive Order and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an interexchange carrier, a local exchange carrier, a wireless provider, or any other Carrier that operates in the state, or other provider originating or terminating toll VoIP-PSTN traffic.

ACCESS SERVICES TARIFF

SECTION 1 – DEFINITIONS, (CONT'D.)

8YY Data Base Access Service - The term "8YY Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8YY Service Access Code (i.e., 800, 899, 822, 833, 844, 855, 866, 877, or 888 as available) is used.

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to local exchange services, interexchange services, CMRS, VoIP services, or other telecommunications service provided by an Exchange Carrier, Common Carrier, Wireless Provider, VoIP Provider or other provider of services that transit the Company's facilities.

Entrance Facility: A trunk facility connecting the Customer's point of presence with the local switching center.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service, CMRS, wireless services or VoIP services.

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

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

Inter-MTA Traffic: Wireless traffic originating on the network of a CMRS provider within one MTA and terminating to End Users in another MTA.

Intra-MTA Traffic: Wireless traffic originating on the network of a CMRS provider within a MTA and terminating to End Users in the same MTA.

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

Internet Protocol (IP): The method or protocol by which data is sent from one computer to another on the Internet.

Internet Protocol (IP) Signaling: A packet data-oriented protocol used for communicating call signaling information.

ACCESS SERVICES TARIFF

SECTION 1 – DEFINITIONS, (CONT'D.)

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Line Information Data Base (LIDB): The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

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.

Local Traffic: Traffic, other than 8YY calls, is "Local Traffic" under this tariff if: (i) the call originates and terminates in the same exchange area; or (ii) the call originates and terminates within different Company exchanges that share a common mandatory local calling area, e.g., a mandatory Extended Local Calling Service (ELCS) or Extended Area Service areas (EAS) or other like types of mandatory local calling scopes.

Meet Point: A point of interconnection that is not an end office or tandem.

ACCESS SERVICES TARIFF

SECTION 1 – DEFINITIONS, (CONT'D.)

Meet Point Billing: 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 Service agrees to bill under its respective tariff.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.

Mutual Traffic Exchange: A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

Network Services: The Company's telecommunications Access Services offered on the Company's Network.

Nonrecurring Charges: 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.

Optional Expanded Area Service Traffic (OEAS): Optional service found in large urban areas financed by separate charge on end users that elect service as defined by a tariff approved by the Commission.

On-Hook: The idle condition of switched access or a telephone exchange service line.

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 Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company'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 the Company 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).

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

Service Order: The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff.

ACCESS SERVICES TARIFF

SECTION 1 – DEFINITIONS, (CONT'D.)

Service(s): The Company's telecommunications Access Services offered on the Company's Network.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company 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).

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.

Time Division Multiplexing (TDM): A method of transmitting and receiving voice signals over the Public Switched Telephone Network (PSTN).

Toll VoIP-PSTN Traffic: A Customer's interexchange voice traffic exchanged with the Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. Toll VoIP-PSTN Traffic originates and/or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.

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

VoIP Provider Partner: A provider of VoIP Service to End Users where the Company provides the connectivity and supporting functions for PSTN interconnection and/or number resources. A VoIP Provider Partner may or may not provide a physical connection to the last-mile facilities used to serve an End User.

VoIP Service: Transmission of communication by aid of wire, cable, radio, or other like connection using Voice over Internet Protocol that is originated or terminated in Internet Protocol ("IP") format. VoIP services are those services that require the use of IP compatible customer premises equipment.

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

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company's services offered pursuant to this tariff are furnished for Switched Access Service. The Company may offer these services over its own or resold facilities.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

2.1.2 Shortage of Equipment or Facilities

A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.

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

2.1.3 Terms and Conditions

A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.

B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (Cont'd.)

C. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.D below.

D. The Customer agrees to return to the Company all Company-provided equipment delivered to the Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only excepted. The Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to the Customer's failure to comply with this provision.

E. A Customer that uses access services provided by the Company without submitting an actual order will be presumed to have ordered access services by using said services and charging its End User for retail services that could not be provided without the use of access services.

F. In any action between the parties to enforce any provision of this tariff, the Company shall be entitled to recover its legal fees and court costs from the Customer in addition to other relief a court may award when it is the prevailing party.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company

A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

B. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.

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

D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.

G. The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.

H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from the Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

I. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.

L. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company services.

M. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

N. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities within its control that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provisions of Equipment and Facilities

A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provisions of Equipment and Facilities

F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:

1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;

2. the reception of signals by Customer-provided equipment; or

3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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

H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.7 Non-routine Installation

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

2.1.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

A. where facilities are not presently available and there is no other requirement for the facilities so constructed;

B. of a type other than that which the Company would normally utilize in the furnishing of its services;

C. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;

D. where facilities are requested in a quantity greater than that which the Company would normally construct;

E. where installation is on an expedited basis;

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.8 Special Construction, (Cont'd.)

F. on a temporary basis until permanent facilities are available;

G. installation involving abnormal costs; or

H. in advance of its normal construction schedules.

Special construction charges for Switched Access Service will be determined on an individual case basis.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents, contractors or suppliers.

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.

2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

A. the payment of all applicable charges pursuant to this tariff. For the avoidance of doubt and notwithstanding any other provision in this tariff or other Customer service agreement or arrangement, including but not limited to Meet Point Billing arrangements, in addition to service charges imposed by the Company for the Service, the Customer shall be responsible for and shall reimburse the Company for any and all charges, fees, assessments of any kind or nature, including but not limited to interstate and intrastate switched access charges, imposed by any third party (collectively "Third Party Charges") upon the Company relating to usage incurred by the Customer in connection with the Services. The Customer hereby indemnifies the Company for all Third Party Charges and agrees to defend and hold the Company harmless for all damages, losses, claims or judgments arising out of any Third Party Charges;

B. the accurate, complete and timely reporting to the Company of all traffic types. The Customer is solely responsible for any damages, losses, claims or judgments arising from Customer's inaccurate, incomplete or non-timely reporting, or arising from Customer's misrepresentations of any type, irrespective of when such situations are revealed or discovered. Nowhere in this Price list is the Customer's responsibility excused for the actions, activities or behaviors of Customer's affiliates, Customer's agents, or other entities in some manner associated with Customer, and Customer shall remain solely responsible for adherence with its responsibilities and obligations pursuant to this price list, and for any noncompliances or effects thereof irrespective of the role of any of Customer's affiliates, Customer's agents, or other entities in some manner associated with Customer;

C. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;

D. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 The Customer shall be responsible for:, (Cont'd.)

E. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.l.D above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

F. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

G. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which the Customer is responsible obtaining under Section 2.3.l.E above; and granting or obtaining permission for Company agents or employees to enter the Customer premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and

H. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

I. The Customer accepts all liability associated with efforts by the Customer or by the Customer's patrons to contact or communicate with 911 Public Service Answering Bureaus or the like when the Company is not the Customer's outbound provider, even though the Customer may be using telephone numbers assigned to the Customer by the Company.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Claims

With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for:

A any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;

B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.3 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service or uses Access Service based upon a Constructive Order, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. Until a revised report is received as set forth herein, credible whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic. Interstate or intrastate call jurisdiction shall be determined, on a per call basis, based on the originating and terminating information available to the Company. The originating network should, per ATIS-300011 (SS7) or RFC5503 (SIP), provide originating jurisdictional information in the form of Jurisdiction Information Parameter Code ("JIP"). Except as otherwise specified herein, the Company will utilize the procedure for determining call jurisdiction as set forth in the following progressive protocol:

Protocol Step 1: For calls emanating from the Customer, including calls that transit the Customer's network without actually originating there, the JIP shall be properly and accurately populated by the Customer and used by the Company to determine call jurisdiction.

Protocol Step 2: For calls emanating from the Customer when the JIP is not properly and accurately populated or is otherwise unavailable, the Company shall use the post-dip LRN (Local Routing Number) of the calling party's NPA-NXX.

Protocol Step 3: For calls emanating from the Customer when the NPA-NXX is indeterminate (such as an originating 8YY TN) and the Company is directly connected to a licensed carrier's class 5 switching office (or equivalent), pursuant to ATIS-300011 the Company shall populate the JIP based on the LRN of the Trunk Group associated with the switching center itself.

Protocol Step 4: When a reliable LRN is unavailable, and/or the interconnection is indirect, gatewayed or aggregated traffic from multiple offices, the Company shall utilize the Customer-reported PIU pursuant to this tariff to determine call jurisdiction.

Protocol Step 5: When no reported PIU is available, or when the jurisdiction of the call cannot otherwise be determined through the progressive protocol steps set forth above, the Company shall apply a default PIU of 50 percent, meaning that 50 percent of the traffic shall be billed at interstate rates and the remaining 50 percent of the traffic shall be billed at intrastate rates.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.3 Jurisdictional Reporting, (Cont'd.)

A. Originating Access: Originating access minutes include only traffic originating from the Company Local Switching Center(s).

B. Terminating Access: Feature Group D Switched Access Service(s) is for traffic terminating to the Company's network, users or gateways.

C. 8YY Originating Access: 8YY Originating Access is for 8YY traffic that is switched by the Company's switches and originated by an End User.

D. Any Customer-reported PIU factor that is accepted and utilized by the Company to determine call jurisdiction shall continue to be utilized by the Company until the Customer reports a different projected PIU factor, as set forth below.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.3 Jurisdictional Reporting, (Cont'd.)

E. Effective on the first of January, April, July and October of each year the Customer should update its interstate and intrastate jurisdictional report. The Customer should forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company. The revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. No prorating or back billing will be done based upon the report. If the Customer does not supply the reports for those services as requested, the Company will assume the percentage to be the same as that provided previously. 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 those provided in the protocol listed above.

F. Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor or jurisdictional information. The Customer will supply the data within 30 days of the Company request.

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.3 Jurisdictional Reporting, (Cont'd.)

G. For switched access services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and quarterly thereafter, report the percentage of interstate use and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected interstate percentage for each service arranged for interstate use. The revised report will serve as the basis for future billing and will be effective on the next bill date. No prorating or back billing will be done based on the report.

H. The Company may request detailed information in support of the projected interstate percentage reported annually and retains the right to retroactively adjust the Customer's most recent bills covering the preceding eleven months if a substantial discrepancy is found to exist. If an audit of the reported percentages reveals a substantial deviation from the Customer's previously reported PIU for the period upon which audit was based, the call detail records may be requested more than once annually.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.4 Jurisdictional Audits

A. The Customer shall keep sufficient detail from which the percentages of interstate and intrastate intraLATA use reported to the Company can be verified and upon request of the Company make such records available for inspection and audit. The Customer must maintain these records for 24 months from the date the report became effective for billing purposes.

B. Initiation of an audit will be at the sole discretion of the Company. An audit may be initiated by the Company for a single Customer no more than once per year. The Customer shall supply required data within 30 calendar days of the Company request.

C. In the event that an audit reveals that any Customer reported PIU or PLU was incorrect, the Company shall apply the audit result to all usage affected by the audit. The Customer shall be back billed for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Back billed amounts are subject to a late payment penalty and payment shall be made in immediately available funds, within 31 days from receipt of bill or by the following bill date, whichever is shorter period.

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

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

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.5 Identification and Rating of Toll VoIP-PSTN Traffic

A. Scope

VoIP-PSTN Traffic is the traffic exchanged in Time Division Multiplexing ("TDM") format that originates and/or terminates in Internet Protocol ("IP") format. This section governs the identification and billing of VoIP-PSTN Traffic pursuant to the FCC's Intercarrier Compensation Report and Order in WC Docket Nos. 10-90, et. al., FCC No. 11-161 (Nov. 18, 2011) and Second Order on Reconsideration, FCC No. 12-47 (April 25, 2012) (together, "FCC ICC Orders"). Pursuant to the FCC ICC Orders, the Company shall apply interstate access charges to relevant VoIP-PSTN Traffic. Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Relevant VoIP-PSTN Traffic") from the Customer's traditional intrastate access traffic, so that such Relevant VoIP-PSTN Traffic can be billed in accordance with the FCC ICC Orders in a symmetrical manner. In accordance with the FCC ICC Orders, intrastate VoIP-PSTN Traffic that originates on the Company's network and is bound for the Customer's end users is subject to the intrastate switched access rates set forth in this tariff until June 30, 2014, after which time it will be subject to interstate rates as indicated in Section 4 of this tariff. Intrastate Toll VoIP-PSTN traffic that is sent by the Customer for termination to the Company's end users or its VoIP partners is subject to interstate switched access rates as indicated in Section 4 of this tariff.

B. Methodology Options

Unless otherwise negotiated, the Customer may elect an approach from the following options to identify the Relevant VoIP-PSTN Traffic that is subject to the FCC ICC Orders:

1. Option 1 – Self-Reporting: Self-Report Percent VoIP Usage pursuant to Section 2.3.5.E, following, or

2. Option 2 – Call Signaling: Properly populate the Originating Line Indicator ("OLI") field of the call signaling stream to reflect that the call originated as a VoIP call, which shall be through the use of the digit-code 40 or other digit pair mutually agreed upon in writing by the Customer and Company's Chief Technical Officer, or

3. Option 3 – Trunk Group Segregation: Properly segregate the calls that originate as VoIP calls and exchange such calls through a trunk group established solely for the completion of VoIP-originated calls.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.5 Identification and Rating of Toll VoIP-PSTN Traffic, (Cont'd.)

C. Initial Methodology

The Company shall provide a one-time grace period of thirty (30) days for the Customer to notify the Company of its Methodology Option selection immediately following the effectiveness of this Section. For Option 1 – Self-Reporting, the Customer is subject to auditing and verification by the Company and the Customer is obligated to support all self-reported figures with traffic studies or other reasonable analyses upon Company's written request. Option 1 – Self-Reporting is available to all Customers pursuant to tariff without the need for contractual negotiations. Options 2 and 3 are available to all Customers pursuant to tariff and may be customized through contractual negotiations. For Option 2 – Call Signaling, provided pursuant to this tariff, if any replacement digit-code is established through industry-consensus or updated industry standards, the Company shall update this tariff to reflect the replacement digit-code and the Customer shall within six months transition to the replacement digit-code then set forth in this tariff, unless otherwise agreed upon in writing by the Customer and Company's Chief Technical Officer. Option 3 – Trunk Group Segregation is provided subject to up-front and recurring certification, auditing and verification by the Company. For Option 3 – Trunk Group Segregation provided pursuant to this tariff, intervals and costs for the establishment of dedicated trunk groups are subject to negotiation.

If the Customer has neither selected one of the above-three Options, nor otherwise negotiated an approach with the Company, the PVU for all calls shall be determined pursuant to Option 1 as described in subsection E, following of this tariff, except that the Company may rely on Call Signaling for all traffic for which a valid digit-code was provided and may supplement such call detail information as appropriate with the use of jurisdictional factors addressed in subsection E, following. All grace period billing pursuant to this Section is subject to retroactive adjustment to December 29, 2011, to be compliant with the FCC ICC Order.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.5 Identification and Rating of Toll VoIP-PSTN Traffic, (Cont'd.)

D. Rating of Toll VoIP-PSTN Traffic

The relevant Toll VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to the Company's applicable tariffed Toll VoIP-PSTN Traffic rates as specified in Section 4 of this tariff.

E. Calculation and Application of Percent-VoIP-Usage Factor

For the Customer that selects Option 1 – Self Reporting, the Company will determine the number of relevant VoIP PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection D, above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU exchanged between a the Company and the Customer. By default, the effective PVU will be equal to the total number of incumbent LEC and non-incumbent LEC VoIP subscriptions in the State divided by the sum of those reported VoIP subscriptions plus incumbent LEC and non-incumbent LEC switched access lines, based on the FCC's Local Competition Report, as released periodically. If the Customer proposes to use a different PVU, it must be derived and applied as follows:

1. Except as otherwise noted in Section 2.3.5.E.3 below, the Customer will calculate and furnish to the Company a factor (the "PVU-A") representing the whole number percentage of the total terminating intrastate access MOU that the Customer exchanges with the Company in the State, that is sent to the Company and that originated in IP format. Beginning July 1, 2014, the Customer's PVU-A shall be based on access MOU the Customer exchanges with the Company in the State that is (a) sent to the Company that originated in IP format, (b) is received from the Company and terminated in IP format, or (c) indicated via the JIP parameter (RFC-5503). This PVU-A shall be based on information that is verifiable by the Company such as traffic studies, actual call detail, or other relevant and verifiable information.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.5 Identification and Rating of Toll VoIP-PSTN Traffic, (Cont'd.)

E. Calculation and Application of Percent-VoIP-Usage Factor, (Cont'd.)

2. Except as otherwise noted in Section 2.3.5.E.3 below, the Company will, likewise calculate a factor (the "PVU-B") representing the whole number percentage of the Company's total terminating intrastate access MOU in the State that terminates in IP format. Beginning July 1, 2014, the PVU-B shall be based on intrastate access MOU in the State that originates or terminates in IP format . This PVU-B shall be based on information such as the number of the Company's retail VoIP subscriptions in the state (e.g., as reported on the FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

3. The Company will use the PVU-A and PVU-B factors to calculate an effective PVU factor that represents the whole number percentage of total terminating access MOU that is terminated in IP format by the Company and/or originated in IP format by the Customer. Beginning July 1, 2014, the PVU factor will represent the total access MOU exchanged between the Company and the Customer that is originated and/or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends. The effective PVU factor will be calculated as the sum of: (A) the PVU-A factor and (B) the PVU-B factor times (1.0 minus the PVU-A factor).

Note: PVU factors will not be provided or collected by the Company for the traffic period from July 1, 2013 through June 30, 2014. This represents the period during which the Company's terminating intrastate rate is equal to its terminating interstate rate and PVU is not applied to originating traffic. Traffic on or after July 1, 2014 will be subject to the most recently available PVU factor on file with the Company for application of charges to originating access traffic. PVU updates must be received at least 30 days prior to July 1, 2014 if a new factor will apply.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.5 Identification and Rating of Toll VoIP-PSTN Traffic, (Cont'd.)

E. Calculation and Application of Percent-VoIP-Usage Factor, (Cont'd.)

4. The Company will apply the effective PVU factor to the total applicable intrastate access MOU exchanged with the Customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

Example 1:
The PVU-B is 10% and the PVU-A is 40%. The effective PVU factor is equal to 40% + (10% x 60%) = 46%. The Company will bill 46% of the Customer's applicable intrastate access MOU in accordance with the Company's interstate switched access tariff.

Example 2:
The PVU-B is 10% and the PVU-A is 0%. The effective PVU factor is 0% + (100% x 10%) = 10%. The Company will bill 10% of the Customer's applicable intrastate access MOU in accordance with the Company's interstate switched access tariff.

Example 3:
The PVU-A is 100%. No matter what the PVU-B factor is, the effective PVU is 100%. The Company will bill 100% of the Customer's applicable intrastate access MOU in accordance with the Company's interstate switched access tariff.

In the above examples, the Company will apply the PVU to terminating access from July 22, 2012 through June 30, 2014 and to originating as well as terminating access beginning July 1, 2014.

5. The Customer shall not modify their reported PIU factor to account for VoIP-PSTN Traffic.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.5 Identification and Rating of Toll VoIP-PSTN Traffic, (Cont'd.)

F. Initial PVU Factor

If the PVU factor cannot be implemented by December 29, 2011, once the factor is available and can be implemented, the Company will adjust the Customer's bills to reflect the PVU retroactively to December 29, 2011, provided that the Customer provides the factor to the Company no later than April 15, 2012; otherwise, the initial PVU will be set as specified in subsection E.5, above.

G. PVU Factor Updates

Customers selecting Option 1 – Self Reporting may update the PVU-A factor quarterly using the method set forth in subsection E.1, above. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-A factor based on data for the prior three months, ending the last day of December, March, June and September, respectively, along with supporting documentation for the prior three month period. The verified revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new verified PVU factor.

H. PVU Factor Verification

Not more than four times in any year, the Company may ask the Customer to verify the PVU-A factor furnished to the Company. The Customer is subject to auditing and verification by the Company and the Customer is obligated to support all self-reported figures with traffic studies or other reasonable analyses upon the Company's written request. The Customer shall comply with such requests, and shall reasonably provide the records, including information used to determine the PVU-A factor and other information contained in Company's written requests.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.2 Station Equipment (Cont.)

B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customers expense.

B. Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.4 Inspections

A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users. The Customer must pay the Company for all services provided regardless of whether the Customer submitted an order to the Company to provide such services. Restrictive endorsements or statements on checks accepted by the Company will not be binding upon the Company.

A. Taxes

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

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges

Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this Tariff attributable to services established, provided, or discontinued during the preceding billing period. Any known unbilled charges for prior periods and any known adjustments also will be applied to the current bill.

Nonrecurring Charges are due and payable within 30 days after the invoice date.

The Company shall present invoices for all Charges monthly to the Customer.

Amounts not paid within 30 days after the date of invoice will be considered past due. The Company will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 30 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If the Customer does not provide remittance advice with its payments, payments will be applied to outstanding charges in the following order: 1) the oldest to the most recent late payment charges, 2) the oldest to the most recent outstanding intrastate charges, and finally to 3) the oldest to most recent outstanding interstate charges.

If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges, (Cont'd.)

The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedures.

Any disputed charges must be paid when due. After the dispute is settled, the Customer will be credited with any payments in excess of those actually due the Company. The Company will also remit interest for all such credited amounts. Interest will be paid at the rate required by the Commission for Customer deposits.

2.5.3 Refusal and Discontinuance of Service

A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer, discontinue or suspend service without incurring any liability. The Company may deliver such notice via electronic mail, facsimile, regular mail or certified mail.

B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 10 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (Cont'd.)

E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

F. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:

1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.3.F.l. (a-e), if

(a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or

(b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (Cont'd.)

F. (Cont'd.)

1. (Cont'd.)

(c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.3.A above, or

(d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or

(e) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the tariff charges for the service by:

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

II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

III. By delivering calls to or accepting calls from the Company's locations over Company switched local exchange services; or

IV. Continuing to have Company End Users presubscribed to the Customer; or

V. Any other Fraudulent means or devices; or

2. Upon ten (10) days written notice to the Customer of any sum thirty (30) days past due;

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (Cont'd.)

F. (Cont'd.)

3. Upon ten (10) days: written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3.A, above; or

4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

G. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.5.4 Cancellation of Application for Service

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

The special charges described will be calculated and applied on a case-by-case basis.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to the Company. A Service Outage ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which the Company is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain access to the IXC's equipment; and (vi) due to mutually agreed upon maintenance and repair.

Credit Allowances received by the Company from the LEC for Off-Net facility outages which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service, (Cont'd.)

2.6.1 Limitations on Allowances

No credit allowance will be made for:

A interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;

B. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carriers connected to the Company's facilities;

C. interruptions due to the failure or malfunction of non-Company equipment;

D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; or

G. interruption of service due to circumstances or causes beyond the control of the Company.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

2.8 Notices and Communications

2.8.1 Delivery of calls to or acceptance of calls from the Company's locations over Company-switched exchange services constitutes an order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes an order of switched access by the Customer. In these cases, an invoice will be the first communication from the Company to the Customer. In other instances a Service Order may be used.

2.8.2 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.8.3 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.

2.8.4 All notices or other communications required to be given pursuant to this tariff shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.8.5 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

ACCESS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Meet Point Billing

Meet Point Billing applies when more than one Exchange Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Company are billed under each company's applicable rates as set forth below.

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

ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE

3.1 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 and an End User. 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 to a Customer, and to terminate calls from a Customer to an End User.

Switched Access Service is available when originating or terminating calls from or to an End User.

Rates and charges are set forth in Section 4. The application of rates for Switched Access Service is described in Section 4.

3.2 Provision and Description of Switched Access Service Arrangements

3.2.1 Switched Access

Switched Access is provisioned at the DS-1 level and provides trunk-side access to Switching Center switches, for the Customer's use in originating and terminating communications. Switched Access service will be provided with Multi-Frequency in Band Signaling (SS7 is also available, where capabilities exist).

All traffic is routed to and from the Company's switching center via direct trunking or via an alternative route when direct trunking has not been arranged. Delivery of calls to, or acceptance of calls from, the Company's locations over Company-switched exchange services shall constitute an agreement by the Customer to purchase switched access services as described herein. The Company reserves the right to require the Customer to submit an ASR for switched access.

ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)

3.2.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality.

3.2.3 Call Types

The following Switched Access Service call types are available:

A. Originating Switched Access
B. Originating Toll Free (8YY) Switched Access
C. Terminating Switched Access

3.2.4 Originating Switched Access

The access code for Switched Access switching is a uniform access code of the form 1+ or 011+ or 101XXXX. For 101XXXX dialing a single access code will be the assigned number of all Switched Access provided to the Customer by a Common Carrier When the access code is used, Switched Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (11) for cut-through access to the Customer's premises. The Company will provide originating routing information access consistent with dialing parity obligations.

Originating Switched Access is assessed for each minute of use.

ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)

3.2.5 Originating 8YY Switched Access

8YY Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8YY + NXX + XXXX call is originated by an End User, the Company will utilize the Signaling System 7 (SS7) network to query an 8YY data base to identify the Customer to whom the call will be delivered and provide vertical features based on the dialed ten digits. The call will then be routed to the identified the Customer over FGD switched access. The 800 series includes the following service access codes: 800, 899, 888, 877, 866, 855, 844, 833 and 822.

Originating 8YY Switched Access includes the delivery of 8YY traffic that is initiated by a carrier's or Wireless Provider's End User and is delivered from the carrier's end office or a CMRS Mobile Telephone Switching Office to the Company switch and then to a Customer. The Company will charge for all elements of service that it provides in routing such traffic.

3.2.6 Terminating Switched Access

Switched Access, when used in the terminating direction, may only be used to access End Users who are connected to the Company. Calls in the terminating direction will not be completed to 950-OXXX or 950-1XXX access codes, local operator assistance (0-and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and IO1XXXX access codes.

ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

3.3 Reports and Testing

3.3.1 Design Layout Report: At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

3.3.2 Acceptance Testing: At no additional charge, the Company 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.

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS RATES

4.1 General

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

There are three types of rates and charges that apply to Switched Access Service:

- Nonrecurring Charges: One-time charges that apply for a specific work activity.

- Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place.

- Usage Charges: Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS RATES, (CONT'D.)

4.2 Rate Categories

4.2.1 There are several rate categories which apply to Switched Access Service:

- Tandem Switched Access Originating
- Tandem Switched Access Terminating
- Local Switching – Originating or Terminating

The Company provides originating and terminating switched access service based on aggregate traffic volumes from the following cost categories:

Switched Transport

The Switched Transport rate category includes the charges related to the transmission and termination of facilities between the Customer designated premises (Point of Presence) and Company's access tandem, and between the Company's access tandem, and the end office switch(es) where the Customer's traffic is switched to originate or terminate the Customer's communications.

Switched Transport may incorporate a dedicated or common path between the Customer's Point of Presence and the Company's switch or a common transmission path from Exchange Carrier(s) switch(es) connected to the Company's switch. The charges that apply, where applicable, to Switched Transport include Tandem Switching, Tandem Common Trunk Port, Tandem Multiplexing, Tandem Switched Transport – Termination, and Tandem Switched Transport – Facility.

The Tandem Switching rate element applies to the function of switching call traffic between interconnecting carrier switches. The Tandem Switching rate applies when the Company routes originating or terminating traffic between a Customer and another carrier's end office switch or its equivalent. Where access traffic is routed directly between a carrier customer and an end user, the Company will also function as an end office provider rather than just an Access Tandem provider.

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS RATES, (CONT'D.)

4.2 Rate Categories, (Cont'd.)

4.2.1 (Cont'd.)

Switched Transport, (Cont'd.)

The Tandem Common Trunk Port element applies to the termination of Common Transport trunk facilities at the Tandem office. The Tandem Common Trunk Port rate is assessed on a per minute of use basis for all originating and terminating access minutes utilizing tandem routing functions.

Tandem Multiplexing allows Customers to interconnect facilities of one capacity or bandwidth with access tandems to facilities of a different capacity or bandwidth from that of the interconnecting facility. The Tandem Multiplexing rate will be assessed to all minutes of use between the Company's tandem and the Customer's Point of Presence.

See Section 4.4 for rates.

Local Switching is provided when a call is originated or terminated using the Company's local exchange services. The Local Switching rate category includes the charges related to the use of end office switching equipment, the terminations in the office of lines; the terminations of calls at Intercept Operators or recordings; the Signaling Transfer Point (STP) functions; and the SS7 signaling function between the switching office and the STP.

See Section 4.4 for rates.

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS RATES, (CONT'D.)

4.2 Rate Categories, (Cont'd.)

4.2.2 8YY Data Base Query

The 8YY Data Base Query Charge will apply for each Toll-Free 8YY call query received at the Company's (or its provider's) Toll-Free 8YY data base.

A Basic or Vertical Feature Query charge is assessed for each completed query returned from the data base identifying the Customer to whom the call will be delivered whether or not the actual call is delivered to the Customer. The Basic Query provides the identification of the Customer to whom the call will be delivered and includes area of service routing which allows routing of 800 series calls by telephone companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates. The Vertical Feature Query provides the same Customer identification as the basic query and vertical features which may include: (1) call validation, (ensuring that calls originate from subscribed service areas); (2) POTS translation of 800 series numbers; (3) alternate POTS translation (which allows subscribers to vary the routing of 800 series calls based on factors such as time of day, place or origination of the call, etc.); and (4) multiple carrier routing (which allows subscribers to route to different carriers based on factors similar to those in (3)). The Vertical Feature charge will be assessed for each feature used on a call.

See Section 4.4.5 for rates.

4.2.3 Optional Features

Other optional features may be available on an Individual Case Basis (ICB).

4.3 Billing of Access Minutes

When recording originating calls over Switched Access with multi-frequency 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 Switched Access ends when the originating Switched Access 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 Switched Access 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 Switched Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over Switched Access 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 Switched Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over Switched Access 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, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating Switched Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS RATES, (CONT'D.)

4.4 Rates and Charges

4.4.1 Switched Transport

A. Originating, Per Access Minute of Use

Effective 1/1/12:

Competing ILEC	Tandem Switched Transport	Tandem Switched Transport Per Mile	Access Tandem Switching		Multiplexing	Common Trunk Por
AT&T Areas	$0.0010096	$0.0001016	$0.0099236		$0.0010760	$0.001128
Other ILEC Areas	$0.0010492	$0.0001210	$0.0100102		$0.0010020	$0.001153

Effective 1/1/13:

Competing ILEC	Tandem Switched Transport	Tandem Switched Transport Per Mile	Access Tandem Switching	Multiplexing	Common Trunk Port
AT&T Areas	$0.0009044	$0.0000914	$0.0088354	$0.0009890	$0.0010870
Other ILEC Areas	$0.0009638	$0.00012050	$0.0089653	$0.0008780	$0.0011248

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS RATES, (CONT'D.)

4.4 Rates and Charges, (Cont'd.)

4.4.1 Switched Transport, (Cont'd.)

A. Originating, Per Access Minute of Use, (Cont'd.)

Effective 1/1/14:

Competing ILEC	Tandem Switched Transport	Tandem Switched Transport Per Mile	Access Tandem Switching	Multiplexing	Common Trunk Port
AT&T Areas	$0.0007992	$0.0000812	$0.0077472	$0.0009020	$0.0010460
Other ILEC Areas	$0.0008784	$0.0001200	$0.0079204	$0.0007540	$0.0010964

Effective 1/1/15:

Competing ILEC	Tandem Switched Transport	Tandem Switched Transport Per Mile	Access Tandem Switching	Multiplexing	Common Trunk Port
AT&T Areas	$0.0006940	$0.0000710	$0.0066590	$0.0008150	$0.0010050
Other ILEC Areas	$0.0007930	$0.00011950	$0.0068755	$0.0006300	$0.0010680

Effective 1/1/16:

Competing ILEC	Tandem Switched Transport	Tandem Switched Transport Per Mile	Access Tandem Switching	Multiplexing	Common Trunk Port
AT&T Areas	$0.0005888	$0.0000608	$0.0055708	$0.0007280	$0.0009640
Other ILEC Areas	$0.0007076	$0.0001190	$0.0058306	$0.0005060	$0.0010396

Effective 1/1/17:

Competing ILEC	Tandem Switched Transport	Tandem Switched Transport Per Mile	Access Tandem Switching	Multiplexing	Common Trunk Port
AT&T Areas	$0.0004836	$0.0000506	$0.0044826	$0.0006410	$0.0009230
Other ILEC Areas	$0.0006222	$0.00011850	$0.0047857	$0.0003820	$0.0010112

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS RATES, (CONT'D.)

4.4 Rates and Charges, (Cont'd.)

4.4.1 Switched Transport, (Cont'd.)

A. Originating, Per Access Minute of Use, (Cont'd.)

Effective 1/1/18:

Competing ILEC	Tandem Switched Transport	Tandem Switched Transport Per Mile	Access Tandem Switching	Multiplexing	Common Trunk Port
AT&T Areas	$0.0003784	$0.0000404	$0.0033944	$0.0005540	$0.0008820
Other ILEC Areas	$0.0005368	$0.00011800	$0.0037408	$0.0002580	$0.0009828

Effective 1/1/19:

Competing ILEC	Tandem Switched Transport	Tandem Switched Transport Per Mile	Access Tandem Switching	Multiplexing	Common Trunk Port
AT&T Areas	$0.0002732	$0.0000302	$0.0023062	$0.0004670	$0.0008410
Other ILEC Areas	$0.0004514	$0.0001175	$0.0026959	$0.0001340	$0.0009544

Effective 1/1/20:

Competing ILEC	Tandem Switched Transport	Tandem Switched Transport Per Mile	Access Tandem Switching	Multiplexing	Common Trunk Port
AT&T Areas	$0.0001680	$0.0000200	$0.0012180	$0.0003800	$0.0008000
Other ILEC Areas	$0.0003660	$0.0001170	$0.0016510	$0.0000100	$0.0009260

Effective 7/31/2021:

Non-8YY Traffic in Other ILEC Areas, See Effective 1/1/20 Above

All 8YY Traffic and non-8YY Traffic in AT&T Areas
Originating 8YY access is assessed at interstate rates and rate structure pursuant to the Company's Federal Access Tariff FCC No. 1, as amended from time to time.

4.4 Rates and Charges, (Cont'd.)

4.4.1 Switched Transport, (Cont'd.)

B. Terminating, Per Access Minute of Use

Terminating switched access is assessed at interstate rates and rate structure pursuant to the Company's Federal Access Tariff FCC No. 1, as amended from time to time.

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS RATES, (CONT'D.)

4.4 Rates and Charges, (Cont'd.)

4.4.2 Local Switching

A. Originating, Per Access Minute of Use

Effective 1/1/12:

Competing ILEC	Local Switching
AT&T Areas	$0.00214040
Other ILEC Areas	$0.00234780

Effective 1/1/13:

Competing ILEC	Local Switching
AT&T Areas	$0.00214260
Other ILEC Areas	$0.00245370

Effective 1/1/14:

Competing ILEC	Local Switching
AT&T Areas	$0.00214480
Other ILEC Areas	$0.00255960

4.4 Rates and Charges, (Cont'd.)

4.4.2 Local Switching, (Cont'd.)

A. Originating, Per Access Minute of Use, (Cont'd.)

Effective 1/1/15:

Competing ILEC	Local Switching
AT&T Areas	$0.00214700
Other ILEC Areas	$0.00266550

Effective 1/1/16:

Competing ILEC	Local Switching
AT&T Areas	$0.00214920
Other ILEC Areas	$0.00277140

Effective 1/1/17:

Competing ILEC	Local Switching
AT&T Areas	$0. 00215140
Other ILEC Areas	$0.00287730

Effective 1/1/18:

Competing ILEC	Local Switching
AT&T Areas	$0.00215360
Other ILEC Areas	$0.00298320

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS RATES, (CONT'D.)

4.4 Rates and Charges, (Cont'd.)

4.4.2 Local Switching, (Cont'd.)

A. Originating, Per Access Minute of Use, (Cont'd.)

Effective 1/1/19:

Competing ILEC	Local Switching
AT&T Areas	$0.00215580
Other ILEC Areas	$0.00308910

Effective 1/1/20:

Competing ILEC	Local Switching
AT&T Areas	$0.00215800
Other ILEC Areas	$0.00319500

Effective July 31, 2021

Non-8YY Traffic in Other ILEC Areas, see rates effective 1/1/20

All 8YY Traffic and non-8YY Traffic in AT&T Areas
Originating 8YY access is assessed at interstate rates and rate structure pursuant to the Company's Federal Access Tariff FCC No. 1, as amended from time to time.

B. Terminating, Per Access Minute of Use

Terminating switched access is assessed at interstate rates and rate structure pursuant to the Company's Federal Access Tariff FCC No. 1, as amended from time to time.

ACCESS SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS RATES, (CONT'D.)

4.4 Rates and Charges, (Cont'd.)

4.4.3 8YY Data Base Access Service Queries

	Effective 07/01/2021	Effective 07/01/2022	Effective 07/01/2023
AT&T	$0.00421000	$0.00220500	$0.00020000
Other ILEC Areas	$0.00100000	$0.00060000	$0.00020000

4.4.4 Switched Access Optional Features

All Optional Features are offered on an Individual Case Basis (ICB).

4.5 Application of Access Charges to Toll VoIP-PSTN Traffic

4.5.1 All Toll VoIP-PSTN traffic will be assessed switched access charges at the rates set forth in the Company's Federal Access Tariff, FCC No. 1, as amended from time to time.

4.5.2 The Company shall assess and collect switched access rate elements under this tariff for access services, regardless of whether the Company itself delivers such traffic to the called party's premises or delivers the call to the called party's premises via contractual or other arrangements with an affiliated or unaffiliated provider of VoIP service that does not itself seek to collect switched access charges for the same traffic. The Company will charge for functions performed by the Company or by its affiliated or unaffiliated provider of VoIP service. For purposes of this provision, functions provided by the Company, or by its affiliated or unaffiliated provider of VoIP service, as part of transmitting telecommunications between designated points using, in whole or in part, technology other than TDM transmission in a manner that is comparable to a service offered by a local exchange carrier constitutes the functional equivalent of carrier access service.

4.5.3 The Company will apply, bill and collect for the functionally equivalent switched access services performed by the VoIP Provider Partner. If the VoIP Provider Partner provides a physical connection to the last-mile facilities used to serve the End User, the End Office Switched Access charges will apply (in addition to applicable Switched Transport charges -- excluding Tandem Switching and Tandem Common Trunk Port). If a VoIP Provider Partner does not provide a physical connection to the last-mile facilities used to serve the End User, the Switched Access Tandem Services charges will apply.

ACCESS SERVICES TARIFF

SECTION 5 - CONTRACTS AND INDIVIDUAL CASE BASIS ARRANGEMENTS

5.1 Contracts

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

5.2 Individual Case Basis Arrangements

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

ACCESS SERVICES TARIFF

SECTION 6 - MISCELLANEOUS SERVICES

6.1 Presubscription

Presubscription is the process by which End User Customers may select and designate to the Company an IXC to access, without an access code, for intrastate toll calls. This IXC is referred to as the End User's presubscribed long distance carrier.

End Users may select one of the following options at no charge:

- Indicate a primary IXC for all of its lines,
- Indicate a different IXC for each of its lines.

Only one IXC may be selected for each line or lines terminating in the same hunt group.

End Users may designate that they do not want to presubscribe to any IXC. The End User must arrange this designation by directly notifying the Company's business office. This choice will require the End User to dial an access code (101XXXX) for all interstate calls.

After the End User's initial selection of a predesignated IXC or the designation that they do not want to presubscribed to any IXC, for any change in selection after conversion to Equal Access in the serving end office, the following nonrecurring charge applies.

	Nonrecurring Charge
Per Telephone Exchange Service line or trunk	$ 5.00

APPENDIX C

FINANCIAL STATEMENTS OF INTRADO

TRADE SECRET INFORMATION FILED UNDER SEAL WITH A REQUEST FOR CONFIDENTIAL TREATMENT

APPENDIX D

FINANCIAL STATEMENTS FOR 46 LABS

TRADE SECRET INFORMATION FILED UNDER SEAL WITH A REQUEST FOR CONFIDENTIAL TREATMENT

APPENDIX E

MEMBERSHIP INTEREST PURCHASE AGREEMENT

TRADE SECRET INFORMATION FILED UNDER SEAL WITH A REQUEST FOR CONFIDENTIAL TREATMENT