

METROPOLITAN TELECOMMUNICATIONS OF TEXAS, INC.

D/B/A METTEL

**14 Wall Street, 6th Floor
New York, New York 10005**

INTRASTATE CARRIER ACCESS TARIFF

This tariff contains the description, regulations and rates for the furnishing of services and facilities for switched access telecommunications services provided by Metropolitan Telecommunications Corporation of Texas, Inc. d/b/a MetTel ("Company") to Carrier Customers throughout the State of Texas. The Company's principal offices are located at: 44 Wall Street, 6th Floor, New York, New York 10005. This tariff is on file with the Public Utility Commission of Texas, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: December 12, 2002

Effective: December 13, 2002

By:

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Metropolitan Telecommunications of Texas, Inc. d/b/a MetTel
44 Wall Street, 6th Floor
New York, New York 10005

CHECK SHEET

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date indicated below.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	30	Original
2	6 th Revised*	31	Original
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29	Original	54.1	1 st Revised
		55	Original
		56	Original
		57	Original
		58	2 nd Revised*
		59	2 nd Revised

* = New or revised sheet

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SYMBOLS

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

- (C) Changed administrative regulation
- (D) Discontinued rate, administrative regulation or test
- (I) Change Resulting in an Increase to a Customer's Bill
- (N) New rate and/or new test
- (R) Change Resulting in a Reduction to a Customer's Bill
- (T) Change in Text

TARIFF FORMAT

- A. Sheet Numbering** - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
- B. Sheet Revision Numbering** - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheet** - When a tariff is filed with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the tariff pages, with a cross reference to the current revision number. When new sheets 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 sheet if these are the only changes made. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

1.1. Definitions

Access Services - Originating or terminating intrastate switched access services provided by the Company to telecommunications carriers that access the Company's End-Users via the Company's local exchange network.

Call - A completed connection between the calling and called End-User parties.

Calling Station - The telephone number from which a Call originates.

Called Station - The telephone number called.

Carrier - An entity other than the Company that provides telecommunications services.

Carrier Customer - A Carrier that accesses the network of the Company to reach End-Users who are not telecommunications carriers, and that orders and subsequently receives intrastate switched access service from the Company. A Carrier that purchases exchange access service from the Company is responsible for the payment of charges and compliance with the Company's regulations and applicable law.

Commission - The Public Utility Commission of Texas

Company - Metropolitan Telecommunications of Texas, Inc. d/b/a MetTel, unless specifically stated otherwise.

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

Customer - End user. A person, firm, corporation, partnership, governmental agency or other entity, including affiliates or divisions of the Customer, which orders telecommunications service from the Company or Carrier Customer and in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff. Throughout this tariff, and any accompanying materials or future submissions with respect to this tariff, the term "Customer" shall apply to End-User-Customer(s), and/or Shared Customer(s), as appropriate, and as defined more fully herein.

Disconnect - To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

1.1. Definitions (Cont'd)

End-User Customer - Any entity included within the definition of Customer above, in whose name the telephone number of the Calling Station is registered with the underlying local exchange Company.

Holiday - For the purposes of this tariff recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Incomplete - Any Call where voice transmission between the Calling and Called station is not established.

Message - A completed telephone Call by a Customer or User.

Normal Business Hours - The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Operating Company Number (OCN) – A code used in telephone industry to identify a telephone company.

Premises - The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

Rate - Money, charge, fee or other recurring assessment billed to Customers for services or equipment.

Service Order – A written request for access services executed by the Carrier Customer and the Company in a format devised by the Company.

Shared Customer - Any entity included within the definition of Customer above, that receives services from and is under obligation to the Company and one or more Carrier-Customers simultaneously.

State - Texas

User – End-User Customer

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

1.2. Abbreviations

ANI - Automatic Number Identification

BNA - Billing Name and Address

ICB - Individual Case Basis

IXC - Interexchange Carrier

OEAS – Optional Extended Area Service

PIC - Primary Interexchange Carrier

PICC - Presubscribed Interexchange Carrier Charge

POP - Point of Presence

V&H - Vertical and Horizontal Coordinates

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SECTION 2 - RULES AND REGULATIONS

2.1. Undertaking of the Company

- 2.1.1. The Company provides switched access telecommunications services to Carrier Customers to enable such Customers to access the Company's local exchange End User Customers.
- 2.1.2. The Company installs, operates and maintains the telecommunications services provided herein in accordance with the terms and conditions set forth in this tariff. This tariff applies only to the extent that facilities are available. The access services provided herein are to be used by Carrier Customers for the purpose of originating or terminating intrastate communications.
- 2.1.3. The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.4. The Company's customer service representatives for billing and service inquiries may be reached, toll-free, at (877) 638-8351. Carrier Customers wishing to communicate with the Company in writing may send correspondence to: 44 Wall St. 14th Floor, New York, N.Y. 10005.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2. Limitations of Service

- 2.2.1. Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2. Service is furnished to the Carrier Customer for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Customer.
- 2.2.3. The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4. The Company's services may be denied for nonpayment of charges or for other violations of the terms and conditions set forth in this tariff.
- 2.2.5. Service temporarily may be refused or limited because of system capacity limitations.
- 2.2.6. Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.2.7. Service to any or all Carrier Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.
- 2.2.8. The Company reserves the right to discontinue furnishing service where the Carrier Customer is using the service in violation of the law or the provisions of this tariff.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3. Limitations of Liability

- 2.3.1. Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 2.3.2. The Company is not liable to Carrier Customers for interruptions in service except as set forth in Section 2.5 of this tariff.
- 2.3.3. The liability of the Company for errors in billing that result in overpayment by the Carrier Customer shall be limited, unless otherwise ordered by the Commission, to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.3.4. Except in instances of gross negligence or willful misconduct, the Company shall not be liable for and the Carrier Customer shall indemnify and hold the Company harmless against any claims for loss or damages involving:
 - 2.3.4.A. Any act or omission of: (i) the Carrier Customer; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
 - 2.3.4.B. Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, war, riots, government authorities or causes beyond the Company's control;
 - 2.3.4.C. Any unlawful or unauthorized use of the Company's facilities and services;
 - 2.3.4.D. Libel, slander or infringement of copyright arising directly or indirectly from content transmitted over facilities provided by the Company;
 - 2.3.4.E. Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;
 - 2.3.4.F. Claims arising out of any act or omission of the User in connection with service provided by the Company.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3. Limitations of Liability (Cont'd)

2.3.4 (Cont'd)

- 2.3.4.G. Breach in the privacy or security of communications transmitted over the Company's facilities;
- 2.3.4.H. Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the Carrier Customer obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Carrier Customer.
- 2.3.4.I. Defacement of or damage to the Carrier Customer's Premises or property resulting from the furnishing of services or equipment to such Premises or the installation or removal thereof.
- 2.3.4.J. Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
- 2.3.4.K. Any noncompleted Calls due to network busy conditions; and
- 2.3.4.L. Any Calls not actually attempted to be completed during any period that service is unavailable.
- 2.3.5. The Carrier Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against claims set forth in Section 2.3.4.
- 2.3.6. The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the Carrier Customer.
- 2.3.7. Any claim against the Company shall be deemed waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3. Limitations of Liability (Cont'd)

- 2.3.8. The Company makes no express representations or warranties regarding the service and disclaims any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The Company does not authorize anyone to make a warranty of any kind on its behalf and the Carrier Customer should not rely on any such statement.
- 2.3.9. Except in instances of gross negligence or willful misconduct, any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the Carrier Customer for service, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failure or defect in facilities furnished by the Company occurred, unless the Commission orders otherwise.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3. Limitations of Liability (Cont'd)

2.3.10. Indemnification for Carrier Customer Cancellation of Service

- 2.3.10.A. Where a Carrier Customer has chosen not to accept access from the Company, thereby canceling its service arrangements with the Company, the Company shall continue to provide service to those End-User Customers who were formerly Shared Customers, so long as such End-User-Customers choose to remain Customers of the Company, and cancel their intrastate interexchange service arrangements with the Carrier Customer.
- 2.3.10.B. Where a Carrier Customer has chosen not to accept access from the Company, thereby canceling its service arrangements with the Company, and the End-User Customer who was formerly a Shared Customer chooses to maintain its interexchange service arrangements with the canceling Carrier Customer, the Company may terminate its service to the End-User Customer, upon thirty (30) days' notice to the End-User Customer. Under such circumstance, the Company bears no liability to the End-User Customer as a result of such termination of service, even where such termination occurs prior to the end of the term specified in the End-User Customer's Service Contract, and the End-User Customer agrees to hold harmless the Company from any liability for any harm or consequences resulting therefrom;

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4. Responsibilities of the Carrier Customer

- 2.4.1. The Carrier Customer is responsible for placing any necessary orders and complying with the tariff regulations set forth herein. The Carrier Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Carrier Customer or made available by the Carrier Customer to an End User. The Carrier Customer also is responsible for the payment of charges for all access service purchased from the Company.
- 2.4.2. The Carrier Customer is responsible for charges incurred for special facilities which the Carrier Customer requests and which are ordered by the Company on the Carrier Customer's behalf.
- 2.4.3. If required for the provisioning of the Company's services, the Carrier Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.4.4. The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4. Responsibilities of the Customer (Cont'd)

2.4.5. The Carrier Customer agrees, except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Carrier Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Carrier Customer or others. The Carrier Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against such actions.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5. Allowances for Interruptions in Service

2.5.1. General

- 2.5.1.A. A service is interrupted when it becomes unusable to the User, *e.g.*, the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under this tariff.
- 2.5.1.B. An interruption period begins when the Carrier Customer reports the service to be inoperative and releases it for testing and repair. An interruption period ends when the service is operative.
- 2.5.1.C. If the Carrier Customer reports a service to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service considered by the Company to be impaired.
- 2.5.1.D. The Company will make every reasonable effort to prevent interruptions of service and shall work to clear 85% of all out-of-service troubles within twenty-four (24) hours of the time the report is received by the Company, unless the carrier Customer specifically requests a later date.
- 2.5.1.E. The Company's service objective is to maintain service so that the average rate of Carrier Customer trouble reports in a local exchange does not exceed eight (8) reports per one hundred (100) access lines per month.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5. Allowances for Interruptions in Service (Cont'd)

2.5.2. Application of Credits for Interrupted Services

2.5.2.A. At the Customer's request, when a Carrier Customer's access to the Company's network is unavailable and remains unavailable a period of six (6) hours or more, after being found or reported to the Company, the Company shall refund to the Carrier Customer an amount to be determined by the Company on a case-by-case basis, and dependent upon the length of the interruption period. In no event shall such a refund exceed an amount equivalent to the proportionate charge to the Carrier Customer for the period of service during which the event that gave rise to the claim for a credit occurred.

2.5.2.B. Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.

2.5.2.C. In the event the Carrier Customer is affected by such interruption for a period of less than six (6) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

<u>Length of Interruption</u>	<u>Interruption Period to be Credited</u>
Less than 6 hours	None
6 hours up to but not including 9 hrs	2/5 Day
9 hours up to but not including 12 hrs	3/5 Day
12 hours up to but not including 15 hrs	4/5 Day
15 hours up to but not including 24 hours	1 Day

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5. Allowances for Interruptions in Service (Cont'd)

2.5.1. Applications of Credits for Interrupted Services (Cont'd)

2.5.2.D. When an interruption exceeds twenty-four (24) hours, the length of the interruption will be measured in twenty-four (24) hour days. A fraction of a day consisting of less than twelve (12) hours will not be credited and a period of twelve (12) hours or more will be considered an additional day.

2.5.3. Limitations on Allowances

2.5.3.A. No credit allowance will be made for any interruption of service:

2.5.3.A.1. due to the negligence of, or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Carrier Customer or other entities or carriers connected to the service of the Company;

2.5.3.A.2. due to the failure of power, equipment, systems or services not provided by the Company;

2.5.3.A.3. due to circumstances or causes beyond the control of the Company;

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5. Allowances for Interruptions in Service (Cont'd)

2.5.3. Limitations on Allowances (Cont'd)

- 2.5.3.A.4. during any period in which the Company is not given full and free access to the its facilities and equipment for the purpose of investigating and correcting the interruption;
- 2.5.3.A.5. during any period in which the Carrier Customer continues to use the service on an impaired basis;
- 2.5.3.A.6. during any period in which the Carrier Customer has released service to the Company for maintenance purposes or for implementation of a Carrier Customer order for a change in service arrangements; and
- 2.5.3.A.7. that was not reported to the Company within thirty (30) days of the date that service was affected.

2.6. Applications for Service

The Company will accept both affirmative orders and constructive orders for Carrier-Customer access services. The Company does not require a written service order for the initiation of switched access services to Carrier-Customers.

2.6.1. Service Orders

The signing of a Service Order by the Carrier 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. Should a Carrier Customer use the Company's access service without an executed Service Order, the Company may, at its option, request that the Carrier-Customer submit a Service Order. The Company may accept the Service Order either by submitting Billing Name and Address ("BNA") information to the Carrier Customer at the request of the Carrier Customer or by the Carrier Customer accepting PIC requests by End-User-Customers that request the Carrier Customer as their PIC.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6. Applications for Service (Cont'd)

2.6.2. Affirmative Service Order

A Carrier-Customer may affirmatively request the Company's switched access services either by placing a written request for the Company's service, by sending traffic to and/or accepting traffic from Company End-User-Customers and then submitting BNA requests to the Company, or by allowing Company End-User-Customers to choose the Carrier-Customer as their PIC and once processed, allowing Company End-User-Customers to utilize the Carrier-Customer as their primary IXC.

2.6.3. Constructive Service Order

Alternatively, a Carrier Customer may constructively order the Company's services if it, without any explicit written request for service from the Company, avails itself of the Company's local exchange network. If a Carrier Customer solicits Company End-User-Customers and Company End-User-Customers choose to access the Carrier Customer's network through the Company's local exchange network, the Carrier-Customer has constructively ordered Company's originating and/or terminating switched access services.

2.7. Installation of Service

All installation is subject to the availability of services and facilities purchased from other Carriers for the provision of service to a Carrier Customer, as well as to the full compliance by the Carrier Customer with all pertinent tariff requirements.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service

2.8.1. Carrier Customer Termination of Service

2.8.1.A. General

The Carrier Customer may terminate access and access-related service with the Company only through adherence to the procedures set forth herein. In deference to the unique nature of the relationship between the Company and the Carrier Customer, and in acknowledgement of the legitimate interests that the Company has with respect to Shared Customers, strict adherence by the Carrier Customer to the Access Service Termination Procedures contained herein is mandatory. Failure on the part of the Carrier Customer to follow these procedures, or deviation from such procedures, may be construed by the Company, at its sole option, as part of on-going negotiations between the Company and the Carrier Customer, and not as a final position by the Carrier Customer. The Carrier Customer shall compensate the Company for any and all traffic exchanged during any on-going negotiations, or until such time as the Carrier Customer cancels its service arrangements in full accordance with the Access Service Termination procedures set forth herein.

2.8.1.B. Term of Service

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-tariffed rates for switched access service, unless terminated by either party upon thirty (30) days' written notice to the other party, or in accordance with the timeframes set forth in Sections 2.8.2.A., 2.9.2.A, and 2.9.3.A, whichever is applicable.

Service will continue to be provided to the Carrier Customer until terminated by the Carrier Customer or the Company in accordance with this Section.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service (Cont'd)

2.8.1. Carrier Customer Termination of Service (Cont'd)

2.8.1.C. Access Service Termination Procedures

In order to comply with the Company's Access Service Termination Procedures, the Carrier Customer must fulfill certain obligations, including, but not limited to the following:

- 2.8.1.C.1. The Carrier Customer must block (or arrange to have the Company block) all access traffic originating from and/or terminating to the Shared Customer;
- 2.8.1.C.2. The Carrier Customer must notify the Company of its intention to cancel access service arrangements with the Company in the requisite timeframe set forth in Sections 2.9.2.A. and 2.9.2.B., and in such format and including such information as determined and required by the Company. Any such termination notice provided by the Carrier Customer must be stated in reasonably explicit and unequivocal terms. No request for termination will be accepted by the Company where the termination notice is equivocal or where the Carrier Customer acts in a manner inconsistent with the termination notice. Such acts include, but are not limited to, the following:
 - 2.8.1.C.2.(a). Continued acceptance by the Carrier Customer of the Company's switched access traffic;
 - 2.8.1.C.2.(b). Entering into new negotiations with the Company;
 - 2.8.1.C.2.(c). Failure to specify the exact service to be cancelled;
 - 2.8.1.C.2.(d). Failure to block the Company's switched access traffic in accordance with the procedures set forth herein;
 - 2.8.1.C.2.(e). Failure to initiate talks with the Company regarding the manner in which to notify Shared Customers of the Carrier Customer's termination of service with the Company.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service (Cont'd)

2.8.1. Carrier Customer Termination of Service (Cont'd)

2.8.1.C. Access Termination Procedures (Cont'd)

- 2.8.1.C.3. The Carrier Customer must notify the Shared Customer of the Carrier Customer's intent to cancel access service arrangements with the Company, in the requisite timeframe, and in such format and including such information, as determined and required by the Company;
- 2.8.1.C.4. The Carrier Customer must pay the Company for all charges and costs for services associated with the blocking of traffic and the transfer of the Shared Customer to an alternate intrastate interexchange provider;
- 2.8.1.C.5. The Carrier Customer must unequivocally authorize the Company to prohibit End-User Customers from selecting the Carrier-Customer as their intraLATA PIC;
- 2.8.1.C.6. Any termination by the Carrier Customer does not relieve its obligation to pay the Company for all charges incurred under either the Service Order or this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the Service Order shall survive the termination of service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service (Cont'd)

2.8.1. Carrier Customer Termination of Service (Cont'd)

2.8.1.D. Notice to Shared Customers

The Company is not responsible for notifying Shared Customers of the Carrier Customer's cancellation of the Company's access services; notifying the Shared Customers is the solely the responsibility of the Carrier Customer. The Carrier Customer must provide to the Company, for the Company's prior approval, the language and format which it proposes to use to notify the Shared Customers of its intent to cancel access service arrangements with the Company. Such notice must contain the following information:

2.8.1.D.1. The Carrier Customer must specifically state that, due to the Carrier Customer's termination of its access arrangements with the Company, the Shared Customer will not be able to maintain its existing service arrangements with both the Company and the Carrier Customer;

2.8.1.D.2. The Carrier Customer must specifically state that, due to the Carrier Customer's termination of its access arrangements with the Company, the Shared Customer will be placed in a "NO-PIC" status for all intraLATA toll dialing until such time as the Shared Customer or a submitting carrier informs the Company of the Shared Customer's new intraLATA PIC. The Carrier Customer also must state that it will be responsible for any PIC change charge assessed on the End-User Customer by the Company or another Carrier as a result of the Carrier Customer's blocking of the Shared Customer's traffic;

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service (Cont'd)

2.8.1. Carrier Customer Termination of Service (Cont'd)

2.8.1.C. Notice to Shared Customers (Cont'd)

- 2.8.1.D.3. The Carrier Customer must sign a statement releasing affected Shared Customers from any and all liabilities or damages flowing from that Shared Customer's subsequent and resulting choice to terminate service arrangements with the Carrier Customer, including breach of contract and liquidated damage provisions;
- 2.8.1.D.4. The Carrier Customer may not disparage the Company to the Shared Customer in any manner, and is prohibited from suggesting alternate providers of local exchange services to the Shared Customer. In the event that it is determined that the Carrier Customer has done so, it shall be subject to the imposition of both actual and punitive damages, where permissible;
- 2.8.1.D.5. The Carrier Customer agrees that it will offer no discounts or marketing incentives to any Shared Customer potentially affected by the Carrier Customer's cancellation of access service arrangements with the Company for a period of sixty (60) days prior to the date on which the Carrier Customer notifies the Company of its intent to cancel access service arrangements, and extending to sixty (60) days after access services are blocked. The Carrier Customer agrees to copy the Company on any correspondence with any Shared Customer during this sixty (60) day time period.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service (Cont'd)

2.8.2. Company Termination of Service

2.8.2.A. The Company may terminate service for any of the following reasons, by giving the Carrier Customer at least thirty (30) business days' written notice via first class mail:

- 2.8.2.A.1. For non-compliance with the Company's tariffed rules or Commission regulations after the Company has made a reasonable effort to obtain Carrier Customer compliance;
- 2.8.2.A.2. For the Carrier Customer's refusal to provide the Company with reasonable access to its equipment and property;
- 2.8.2.A.3. For Carrier Customer non-compliance with state, local or other codes;
- 2.8.2.A.4. For nonpayment of bills when due and after the Company has provided the Carrier Customer with a termination notice mailed at least thirty (30) business days' before termination.

In the event that the Company is compelled to terminate access service to a Carrier Customer for any of the forgoing reasons, the Carrier Customer must notify the Shared Customer of such termination using the script language set forth in Section 2.8.1.C.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service (Cont'd)

2.8.2. Company Termination of Service (Cont'd)

The Company may terminate (or suspend) service *without notice* for any of the following reasons:

- 2.8.2.B. In the event of a condition determined to be hazardous to the Company's equipment, to the public, or to employees of the utility ("dangerous conditions");
- 2.8.2.C. In the event of the Carrier Customer's illegal use of equipment or service provided by the Company;
- 2.8.2.D. In the event that any actions of the Carrier Customer create harm or potential harm to the Company's network.

Where the Company terminates or suspends service for any of the above-referenced reasons, the Carrier Customer shall be liable for all related costs as well as any reconnection charges.

- 2.8.3. The Carrier Customer is responsible for all charges incurred as a result of availing itself of the Company's access services, regardless of which Party (the Carrier Customer or the Company) terminates the service. The Carrier Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in collecting such charges.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9. Blocking of Access Traffic

When a Carrier Customer terminates its access arrangements with the Company, it is mandatory that the Carrier Customer ensure that all End-User traffic – both originating and terminating – between the Carrier Customer and the Company is blocked. The Carrier Customer shall have the option of blocking the traffic itself, or arranging for the Company to block the traffic and paying all charges and related costs to compensate the Company for blocking the traffic. Where the Carrier Customer elects to block the access traffic itself, the Carrier Customer will have full responsibility to compensate the Company, at the Company's then-currently tariff rates, for any End User traffic allowed to pass along the discontinued access service route.

Where a Carrier Customer terminates its access arrangements with the Company, and the End User is a Shared Customer, the Carrier Customer also must adhere to the following requirements:

2.9.1. Script Recordings

The Carrier Customer must record a script to inform the Shared Customer that its interexchange service has been blocked at the request of the Carrier Customer. All recorded scripts must be submitted to the Company for prior approval. The script recording must contain the following information:

- 2.9.1.A. Clearly state that the Shared Customer's access to its preferred intraLATA toll carrier has been blocked at the request of the Carrier Customer and not at the request of the Company;
- 2.9.1.B. Clearly state that, as a result of the Carrier Customer's blocking of the Shared Customer's traffic, the Company is compelled to place the Shared Customer in a "NO-PIC" status until such time as the Shared Customer or a submitting carrier informs the Company of the previously-Shared Customer's new PIC for intrastate toll service. The Carrier Customer must explain that until the Shared Customer selects a new intraLATA toll PIC, the Shared Customer must dial an access code in order to reach an IXC for all of its intraLATA long distance calls. The Carrier Customer also must state that it will be responsible for any PIC change charge assessed on the End-User Customer by the Company or another Carrier as a result of the Carrier Customer's blocking of the Shared Customer's traffic,.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9. Blocking of Access Traffic (Cont'd)

2.9.1. Script Recordings (Cont'd)

2.9.1.C. Clearly state that such blocking is due to a decision made by the Carrier Customer to terminate its business relationship with the Company, and that the Company has not mandated the blocking of the Shared Customer's chosen IXC, nor is the Company in any way responsible for the Customer's inability to access the Carrier Customer's intraLATA interexchange service;

2.9.1.D. Provide the Shared Customer with accurate contact information for the Carrier Customer, including telephone number and address, to enable the Shared Customer to contact either service provider with any questions or concerns;

In any script recorded or notice mailed to the Shared Customer for purposes of informing the Shared Customer that its intrastate interexchange service has been blocked at the request of the Carrier Customer, the Carrier Customer in no way may slander the Company or use any language intended to incur bad will between the Shared Customer and the Company. The Carrier Customer may not use the script recorded or notice mailed to encourage the Shared Customer to terminate its service with the Company. Such notice or recording may not be used by the Carrier Customer as an opportunity to market its services. In the event that it is determined that the Carrier Customer has done so, it shall be subject to the imposition of both actual and punitive damages.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9. Blocking of Access Traffic (Cont'd)

2.9.2. Notification Requirements

2.9.2.A. Carrier Customer Blocking

Where the Carrier Customer elects to block the access traffic from the Shared Customer itself, it must provide the Company with written notice of such intent at least thirty (30) days prior to the blocking of such traffic.

The following information must be included in any such notice submitted to the Company:

- 2.9.2.A.1. Carrier Customer name and address(es);
- 2.9.2.A.2. Carrier Customer contact name(s) and telephone number(s);
- 2.9.2.A.3. A clear indication of each type of access service that Carrier Customer intends to cancel. In the event of that the Company is uncertain as to the type(s) of Access Service requested to be discontinued by the Carrier Customer, the Company shall continue to provide the Access Service, and the Carrier Customer shall continue to pay any resulting charges at the Company's then-tariffed rate for such continued service, until the Carrier Customer clarifies unequivocally and in a manner deemed satisfactory to the Company the precise type(s) of Access Service that it seeks to have discontinued;
- 2.9.2.A.4. A complete listing of all access lines and End-User Customers that will be affected by the service cancellation.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9. Blocking of Access Traffic (Cont'd)

2.9.2. Notification Requirements (Cont'd)

2.9.2.B. Company Blocking

Where the Carrier Customer chooses to have the Company block access traffic to the Carrier Customer, the Carrier Customer must provide to the Company written notice of such intent at least one hundred-twenty (120) days prior to the blocking of such traffic. In addition to the information provided in Section 2.9.2.A., such notice must also include the following information:

- 2.9.2.B.1. All relevant Billing Name and Address (“BNA”) information;
- 2.9.2.B.2. All relevant Automatic Number Identification (“ANI”) information;
- 2.9.2.B.3. General Call Record Detail
- 2.9.2.B.4. A statement unequivocally authorizing the Company to prohibit an End-User-Customer from selecting the Carrier Customer as their Presubscribed Interexchange Carrier (“PIC”), and absolving both the Company and the End-User Customer from any relating liability to the Carrier Customer.

Additionally, the Carrier Customer must certify to the Company, in writing, that any such blocking is consistent with the Carrier Customer’s tariff, the Communications Act, the rules and policies of the FCC and the Commission, and any relevant contractual obligations that exist between the Carrier Customer and the Shared Customer.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.10. Effect on Intrastate Interexchange Carrier Presubscription

Where the Carrier Customer affirmatively has terminated its access service arrangements with the Company, and has blocked or arranged for the Company to block the Shared Customer from its intrastate interexchange service, the Company will place the Shared Customer in a "NO-PIC" status for all intrastate toll dialing until such time as the Shared Customer or a submitting carrier informs the Company of the End-User Customer's new PIC.

The Carrier Customer will be responsible for any PIC change charge assessed on the End-User Customer by the Company or another Carrier.

2.11. Payment of Charges

2.11.1. The Carrier Customer is responsible for the payment of all charges for access service furnished to it by the Company.

2.11.2. The Carrier Customer terminating its access arrangements with the Company is responsible for compensating the Company for all costs of blocking (where blocking is requested by the Carrier Customer), the PIC change charge, if any, incurred by the Company as a result of the Carrier Customer's termination of service to that Shared Customer, and any all additional costs associated with this process.

2.11.3. The Company reserves the right to assess late payment charges for Carrier Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full by the due date indicated on the billing statement may be subject to a late fee of 1.5% per month.

2.11.4. Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length.

2.11.5. Carrier Customers must notify the Company either verbally, in person, or in writing of any disputed charges within thirty (30) days of the billing date, otherwise all charges on the invoice will be deemed accepted. All charges remain due and payable at the due date, although a Carrier Customer is not required to pay disputed charges while the Company conducts its investigation into the matter.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12. Contested Charges

All bills are presumed accurate, and shall be binding on the Carrier Customer unless objection is received by the Company no more than thirty (30) days after such bills are rendered. In the event that a billing dispute between the Carrier Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Carrier Customer may contact the Company in person, by telephone or in writing, and take the following course of action:

- 2.12.1 First, the Carrier Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)
- 2.12.2 Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Carrier Customer may file an appropriate complaint with the Public Utility Commission of Texas. The address of the Commission is:

PUCT – Customer Protection
1701 N. Congress Avenue
P.O. Box 13326
Austin, TX 78711-3326
Telephone (512) 936-7000
Toll-Free (888) 782-8477
Fax (512) 936-7003

2.13 Taxes

State and local sales, use and similar taxes are billed as separate items and are not included in the quoted rates for service.

2.14 Identification and Rating of VoIP-PSTN Traffic

(A) Scope

- 1. VoIP-PSTN Traffic is defined as traffic exchanged between a MetTel end user and the customer in time division multiplexing (“TDM”) format that originates and/or terminates in Internet protocol (“IP”) format. This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates (unless the parties have agreed otherwise) by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) (“FCC Order”). 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 Order.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.14 Identification and Rating of VoIP-PSTN Traffic (Cont'd)

(A) Scope (Cont'd)

2. This section will be applied to the billing of switched access charges to a customer that is a local exchange carrier only to the extent that the customer has also implemented billing of interstate access charges for Relevant VoIP-PSTN Traffic in accordance with the FCC Order.

(B) Rating of VoIP-PSTN Traffic

The Relevant VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to MetTel's applicable tariffed interstate switched access rates as specified in MetTel's FCC Tariff.

(C) Calculation and Application of Percent-VoIP-Usage Factor

MetTel will determine the number of Relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection (B), above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU exchanged between a MetTel end user and the customer. The PVU will be derived and applied as follows:

1. The customer will calculate and furnish to MetTel a factor (the "PVU-C") representing the percentage of the total intrastate and interstate access MOU that the customer exchanges with MetTel in the State, that (a) is sent to MetTel and that originated in IP format; or (b) is received from MetTel and terminated in IP format. This PVU-C shall be based on information such as the number of the customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
2. MetTel will, likewise, calculate a factor (the "PVU-M") representing the percentage of MetTel's total intrastate and interstate access MOU in the State that MetTel originates or terminates on its network in IP format. This PVU-M shall be based on information, such as the number of MetTel's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
3. MetTel will use the PVU-C and PVU-M factors to calculate a PVU factor that represents the percentage of total intrastate and interstate access MOU exchanged between a MetTel end user and the customer that is originated or terminated in IP format, whether at MetTel's end, at the customer's end, or at both ends. The PVU factor will be calculated as the sum of: (A) the PVU-C factor and (B) the PVU-M factor times (1.0 minus the PVU-C factor).

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.14 Identification and Rating of VoIP-PSTN Traffic (Cont'd)

(C) Calculation and Application of Percent-VoIP-Usage Factor (Cont'd)

4. MetTel will apply the PVU factor to the total intrastate access MOU exchanged with the customer to determine the number of Relevant VoIP- PSTN Traffic MOUs.

Example 1: The PVU-M is 10% and the PVU-C is 40%. The PVU factor is equal to $40\% + (10\% \times 60\%) = 46\%$. MetTel will bill 46% of the customer's intrastate access MOU at its applicable tariffed interstate rates.

Example 2: The PVU-M is 10% and the PVU-C is 0%. The PVU factor is equal to $0\% + (100\% \times 10\%) = 10\%$. MetTel will bill 10% of the customer's intrastate access MOU at its applicable tariffed interstate switched access rates.

Example 3: The PVU-C is 100%. No matter what the PVU-M factor is, the PVU is 100%. MetTel will bill 100% of the customer's intrastate access MOU at MetTel's applicable tariffed interstate switched access rates.

5. If the customer does not furnish MetTel with a PVU-C pursuant to the preceding paragraph 1, MetTel will utilize a PVU equal to the PVU-M.

(D) Initial PVU Factor

If the PVU factor is not available and/or cannot be implemented in MetTel's billing systems by January 1, 2012, MetTel will set the initial PVU equal to the PVU-M, as specified in subsection (C)(5), above.

(E) PVU Factor Updates

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

(F) PVU Factor Verification

Not more than twice in any year, MetTel may ask the customer to verify the PVU-C factor furnished to MetTel and customer may ask MetTel to verify the PVU-M factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-C and PVU-M factors.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1. Timing of Calls

- 3.1.1. The Carrier Customer's monthly usage charges for the Company's switched access service are based upon the total number of minutes the Carrier Customer uses.
- 3.1.2. Carrier Customer traffic to the Company's end offices will be measured (*i.e.* recorded or assumed) by the Company at end office switches or access tandem switches. Originating and terminating Calls will be measured (*i.e.* recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. In the event that End-User Customer message detail is unavailable because the Company has lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Carrier Customer access minutes of use based upon previously-known values.
- 3.1.3. For billing purposes, FGD access minutes or fractions thereof (the exact value of the fraction being a function of the switch technology where the measurement is made), are accumulated over the billing period for each end office and then are rounded up to the nearest access minute for each end office and billed in increments of one (1) minute.
- 3.1.4. The Company will not knowingly charge for Incomplete Calls. Upon the Carrier Customer's request and proper verification, the Company shall promptly adjust or credit the Carrier Customer's account for charges or payments for any unanswered Call inadvertently billed due to the unavailability of Feature Group D or due to another carrier's failure to provide answer supervision.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.2. Service Commencement Date

The date on which a Carrier Customer first sends or receives traffic from the Company's End User Customer or the date specified on the Service Order, whichever occurs first and whichever is applicable.

3.3. Service Cancellation Date

The date on which a Carrier Customer notifies the Company, in writing, of its intention to terminate its access arrangements with the Company, or the date on which the Company notifies the Carrier Customer, in writing, of its intention to terminate access service to the Carrier Customer. Such dates must confirm to the effective dates for cancellation of service or notification of the Carrier Customer's intention to block or have the Company's access traffic blocked, as set forth in Sections 2.9.2.A., 2.9.3.A. and 2.8.2.A.

In the event that the Company terminates service *without notice* for the reasons set forth in Section 2.8.2.B., the Service Cancellation Date shall be the date that the Company terminates service with the Carrier Customer.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.4. Switched Access Service

3.4.1. General

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

Switched Access Service is available when originating or terminating calls from or to an end users which subscribes to the Company's Local Exchange Services.

Rates and charges are set forth in Section 4. The application of rates for Switched Access Service is described in Section 4.

3.4.2. Provision and Description of Switched Access Service Arrangements

3.4.2.A. Feature Group Access

FG Access is provisioned at the DS-1 level and provides trunk-side access to Local Switching Center switches, for the Customer's use in originating and terminating communications. Basic FG 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 local switching center via the Customer's tandem provider or via end office trunking, where available. Delivery of calls to, or acceptance of calls from, the Company's End User locations over Company-switched local 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.

3.4.2.B. 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.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.4. Switched Access Service (Cont'd)

3.4.2.C. Call Types

The following Switched Access Service call types are available:

1. Originating FG Access
2. Originating 800 FG Access
3. Terminating FG Access

3.4.2.D. Originating FG Access

The access code for FG 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 FG Access provided to the Customer by the Company. When the access code is used, FG 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 (#) for cut-through access to the Customer's premises. The company will provide originating FG access consistent with dialing parity obligations.

3.4.2.E. Originating 800 FG Access

800 Data Base Access service is a service offering utilizing originating Trunk side Switched Access Service. When 8XX + NXX + XXXX call is originated by an End User, the Company will perform, Customer identification based on screening the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

3.4.2.F. Terminating FG Access

FG Access, which used in the terminating direction, may only be used to access end users who are subscribing to the Company's Local Exchange Services. Calls in the terminating direction will not be completed to 950-0XXX or 950-1XXX access codes, local operator assistance (0- and 0+), Directory Assistance, (411 or 555-1212) services codes 611 and 911 and 101XXXX access codes.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.4. Switched Access Service (Cont'd)

3.4.3. Reports and Testing

3.4.3.A. 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.

3.4.3.B. 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.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.5. Dedicated Access Service

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.5 Dedicated Access Service (Cont'd)

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.5 Dedicated Access Service (Cont'd)

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.6. Special Access Service

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.6 Special Access Service (Cont'd)

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.6 Special Access Service (Cont'd)

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.6 Special Access Service (Cont'd)

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.7. Miscellaneous Services

3.7.1. Access Order Change

An Access Order Change is a change in the Carrier Customer's service requested subsequent to installation.

3.7.2. Bad Check Charge

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company may bill the Carrier Customer a returned check charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

3.7.3. Reconnection

Reconnection charges occur where access service to an existing Carrier Customer has been discontinued for proper cause, and the Carrier Customer desires to resume service with the Company. If service has been discontinued for proper cause and where a Customer desires reconnection, the Carrier Customer will be charged a fee to defray the cost of restoring service to the Customer.

3.7.4. Late Payment Fee

A late payment fee of 1.5% will be applied to service charges not paid by the due date of the bill. The late payment fee will not be applied to previous late payment charges that have been assessed but remain unpaid, but will apply to the accumulated amount for which the Carrier Customer is in arrears. This late fee may be assessed only once per bill for services rendered.

3.8 Billing Name and Address Service

Billing Name and Address (BNA) service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the company.

BNA service is provided for the sole purpose of permitting the customer to bill its

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3.8 **Billing Name and Address Service (Cont'd)**

telephonic communications services to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The customer may not use BNA information to bill for merchandise, gift certificates, catalogs, or other services or products.

BNA services is provided on both a manual and a mechanized basis. On a manual basis, the information will be provided by voice telecommunications or by mail, as appropriate. On a mechanized basis, the information will be entered on magnetic tape containing recorded customer messages.

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the company's database. In addition, BNA information for messages originated from data terminal numbers (DTNs) of data communications services is furnished on a manual basis only.

3.8.1 **Undertaking of the Company**

- a. A request for information on over 100 and up to 500 telephone numbers should be mailed to the company. The company will provide the response by first class U.S. Mail within ten (10) business days.
- b. Upon receipt of a magnetic tape of recorded customer messages, the company will, at the request of the customer, provide BNA service on a mechanized basis. The company will enter the BNA information on the recorded message tape and send the tape to the customer by first class U.S. Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.

The company will provide a response to customer-provided tapes by mail within six (6) business days of receipt. The company will process and mail tapes which are the output of recording service every fifth business day.

- c. The company will specify the format in which requests and tapes are to be submitted.

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3.8.1 Undertaking of the Company (Cont'd.)

- d. The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the company customer records information system, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the company will provide an indicator on the confidential records.
- e. The company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

3.8.2 Obligations of the Customer

- a. With each order for BNA service, the customer shall identify the authorized individual and address to receive the BNA information.
- b. A customer which orders BNA service on a mechanized basis and which intends to submit tapes of record messages for processing must provide the company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.
- c. The customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those customer personnel or agents with a need to know the information. The customer must handle all billing name and address information designated as confidential by the company in accordance with the company's procedures concerning confidential information. The company will provide to the customer a statement of its procedures concerning confidential information.
- d. The customer shall not publicize or represent to others that the company jointly participates with the customer in the development of the customer's end user records, accounts, databases or market data, records, files and databases or other systems it assembles through the use of BNA service.

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3.8.2 Obligations of the Customer (Cont'd)

- e. When the customer orders BNA service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the company. The company will designate the number obtained by subtracting the projected interstate percentage from 100 (100-projected interstate percentage = intrastate percentage) as the projected intrastate percentage. This whole number percentage will be used by the company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth below.

Effective on the first of January, April, July, and October of each year the customer may update the jurisdictional report. The customer shall forward to the company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June, and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e. February, May, August, and November). No prorating or back-billing will be done based on the report. If the customer does not supply the report, the company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the company will assume the percentages to be the same as those provided in the order for service.

- f. The company shall use reasonable efforts to provide accurate and complete lists. The company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

3.8.3 Rate Regulations

- a. A charge applies for each order for BNA information and for each telephone number or DTN number on a manual basis or mechanized basis. A charge applies for each message processed to supply BNA information on a mechanized basis.
- b. The company will keep a count of the requests and of the messages processed. The company will bill the customer in accordance with these counts whether or not the company was able to provide BNA information for all request and messages.

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3.8.3 Rate Regulations Cont'd.)

- c. Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in the rate schedule following will apply to each such message.

Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the company between interstate and intrastate.

The percentages provided in the reports as set forth in 3.8.2 preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (i.e., requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use times the stated tariff rate.

- d. When a customer cancels an order for BNA service after the order date, the charge per BNA order still applies.

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SECTION 4. RATES AND CHARGES

SECTION 4 – Switched Access Service

4.1.1. 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:

- **Non-Recurring Charges:** One-time charges that apply for a specific work activity.
- **Recurring Charges:** Fixed charges apply each month and depend on the number and types of facilities in place.
- **Usage Charges:** Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

4.1.2. Rate Categories

4.1.2.A. There are several rate categories which apply to Switched Access Service:

- Carrier Switched Access - Originating T
- Carrier Switched Access - Terminating T
- Toll-Free 8XX Data Base Access Service

4.1.2.B. The Company provides originating service through a single blended rate based on aggregate traffic volumes from the following cost categories. T

4.1.2.B.1. Common Line - The Common Line cost category establishes the charges related to the use of Company-provided end user common lines by customers and end users for interstate access.

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.1 Switched Access Service (Cont'd)

- 4.1.2.B.2 Switched Transport – The Switched Transport cost category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer’s traffic is switched to originate or terminate the customer’s communications.
- 4.1.2.B.3 End Office Switching – The End Office Switching cost category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the termination of calls at Company Intercept Operators or recording, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.
- 4.1.2.B.4 Toll-Free 8XX Data Base Query - Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company’s (or its provider’s) Toll-Free 8XX data base.
- 4.1.2.B.5 Optional Features – Other optional features may be available on an Individual Case Basis.

For terminating switched access service, MetTel concurs in the rates found in Metropolitan Telecommunications Corporation (MetTel) Tariff FCC #1, Section 3 as they now exist, and as they may be revised, added to or supplemented. MetTel’s Tariff FCC #1 may be accessed via the following URL: <http://www.mettel.net/tariffs.html>

4.1.3 Billing of Access Minutes

When recording originating calls over FG 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 FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User’s Local Switching Center (indicating that the originating End User had disconnected), or the Customer’s facilities, whichever is recognized first by the entry switch.

For terminating calls over FG 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 FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.1 Switched Access Service (Cont'd)

4.1.3 Billing of Access Minutes (cont'd)

When recording originating calls over FG 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 FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG 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, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement for terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

(M) Material appearing on Sheet 54 has been moved to Sheet 54.1

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.2 Dedicated Access Service

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.3 Special Access Service

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SECTION 4 - RATES AND CHARGES (Cont'd)**4.4 Miscellaneous Services**5.1.4. Access Order Change

Per change: \$25.00

Reconnection

Per reconnection: \$35.00

Bad Check Charge

Per returned check: \$35.00

4.5 Billing Name and Address

5.1.5. Charge per BNA Order \$25.00

5.1.6. Query Charge per telephone number

5.1.6.A. Per verbal or written request \$0.50

5.1.6.B. Mechanized request \$0.25

5.1.7. Master BNA List and Recent Change BNA List:

-Written or mechanized request per listing: \$0.25

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SECTION 5-RECIPROCAL COMPENSATION (Con'd.)

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