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**ACCESS SERVICE**

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Regulations, Rates and Charges applying to the provision of Access Services within a Local Access and Transport Area (LATA) or equivalent market area for connection to Interstate communications facilities for customers within the operating territory of

COX COMMUNICATIONS

in the States identified within this Tariff.

(T)

(T)

## ACCESS SERVICE

## CHECK SHEET

The Title Page and pages listed below of this tariff are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
Title	1 <sup>st</sup>	32.1	1 <sup>st</sup>	54.5	1 <sup>st</sup>
<b>1*</b>	<b>66<sup>th</sup></b>	33	1 <sup>st</sup>	55	16 <sup>th</sup>
1.1	3 <sup>rd</sup>	33.1	1 <sup>st</sup>	<b>55.1*</b>	<b>23<sup>rd</sup></b>
2	6 <sup>TH</sup>	33.2	1 <sup>st</sup>	55.2	1 <sup>st</sup>
3	Original	33.3	1 <sup>st</sup>	56	3 <sup>rd</sup>
4	Original	33.4	1 <sup>st</sup>	57	3 <sup>rd</sup>
5	Original	33.5	Original	58	1 <sup>st</sup>
6	3 <sup>rd</sup>	33.6	1 <sup>st</sup>	59	Original
7	Original	33.7	1 <sup>st</sup>	60	Original
8	Original	33.8	1 <sup>st</sup>	61	First
9	Original	34	3 <sup>rd</sup>	62	First
10	Original	34.1	Original	63	First
11	Original	35	1 <sup>st</sup>	64	First
12	Original	36	2 <sup>nd</sup>	65	First
13	Original	37	5 <sup>th</sup>	66	Original
14	2 <sup>nd</sup>	38	4 <sup>th</sup>	67	2 <sup>nd</sup>
15	2 <sup>nd</sup>	39	5 <sup>th</sup>	68	2 <sup>nd</sup>
16	First	39.1	1 <sup>st</sup>	69	First
17	First	39.2	2 <sup>nd</sup>	70	First
18	Original	40	3 <sup>rd</sup>	71	First
19	Original	41	1 <sup>st</sup>	72	First
20	Original	42	2 <sup>nd</sup>	73	2 <sup>nd</sup>
21	4 <sup>th</sup>	43	1 <sup>st</sup>	74	2 <sup>nd</sup>
22	2 <sup>nd</sup>	44	1 <sup>st</sup>	75	2 <sup>nd</sup>
<b>23*</b>	<b>4<sup>th</sup></b>	45	1 <sup>st</sup>	76	2 <sup>nd</sup>
23.1	1 <sup>st</sup>	46	1 <sup>st</sup>	77	41 <sup>st</sup>
23.2	1 <sup>st</sup>	47	1 <sup>st</sup>	78	11 <sup>th</sup>
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24	Original	50	1 <sup>st</sup>		
25	Original	51	2 <sup>nd</sup>		
26	Original	52	2 <sup>nd</sup>		
27	Original	53	2 <sup>nd</sup>		
28	Second	53.1	1 <sup>st</sup>		
29	Original	54	17 <sup>th</sup>		
30	Original	54.1	4 <sup>th</sup>		
31	Original	54.2	3 <sup>rd</sup>		
32	Original	54.3	3 <sup>rd</sup>		
		54.4	3 <sup>rd</sup>		

\*New or Revised Sheet

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Transmittal Letter No. 76

Issued by: Beth Carnes, Director, Regulatory Affairs  
Cox Communications, Inc.  
6205-B Peachtree Dunwoody Rd.  
Atlanta, Georgia 30328

FCCa1576



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**ISSUING CARRIERS**

Cox Arizona Telcom, LLC  
Cox Arkansas Telcom, LLC  
Cox California Telcom, LLC  
Cox Colorado Telcom, LLC  
Cox Connecticut Telcom, LLC

(D)

Cox Florida Telcom, LP  
Cox Georgia Telcom, LLC  
Cox Idaho Telcom, LLC  
Cox Iowa Telcom, LLC  
Cox Kansas Telcom, LLC  
Cox Louisiana Telcom, LLC

(D)

Cox Nebraska Telcom, LLC  
Cox Nevada Telcom, LLC  
Cox Ohio Telcom, LLC  
Cox Oklahoma Telcom, LLC  
Cox Rhode Island Telcom, LLC  
Cox Virginia Telcom, Inc.

**OTHER CARRIERS**

**None**

**CONCURRING CARRIERS**

**None**

**CONNECTING CARRIERS**

**None**

**OTHER PARTICIPATING CARRIERS**

**None**

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**EXPLANATION OF SYMBOLS AND ABBREVIATIONS****SYMBOLS**

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule, or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (S) To signify reissued material.
- (T) To signify change in wording of text but not change in rate, rule, or condition.
- (Z) To signify a typographical correction.

**ABBREVIATIONS**

- B8ZS - Bipolar with 8-Zero Substitution; a line coding technique which permits DS0 and DS1 transmission with 15 consecutive zeros. B8ZS support 64 KBPS clear channel transmission.
- DCS - Digital Cross Connect System.
- DS0 - Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.

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**EXPLANATION OF SYMBOLS AND ABBREVIATIONS (CONT'D.)****ABBREVIATIONS (Cont'd.)**

DS1 - Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.

DS3 - Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.

Gbps - Gigabits per second; billions of bits per second.

ICB - Individual Case Basis.

Kbps - Kilobits per second; 1000s of bits per second.

LATA - Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.

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## EXPLANATION OF SYMBOLS AND ABBREVIATIONS (CONT'D.)

## ABBREVIATIONS (Cont'd.)

LEC - Local Exchange Company.

Mbps - Megabits per second; millions of bits per second.

N/A - Not Available.

OC-48 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 2.4 Gbps

OC-12 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.

OC-3 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps.

POP - Point of Presence.

COX - Cox Communications

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## SECTION 1 - DEFINITIONS

The following definitions are applicable to this tariff:

**Access Code** - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXXX, 950-0XXX, or 950-1XXX.

**Access Minutes** - Denotes that usage of exchange facilities in interstate service for the purpose of calculating chargeable usage.

**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 a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

**Account** - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

**Answer Supervision** - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

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

**Bits Per Second (bps)** - The number of bits transmitted in a one second interval.

**Channel** - A path for electrical transmission between two or more points, the path having a bandwidth and termination of the Customer's choosing.

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**SECTION 1 - DEFINITIONS (CONT'D.)**

**Call** - A Customer attempt for which the complete address code is provided to the service end office.

**Central Office** - A local Company switching system where Customer station loops are terminated for purposes of interconnection to each other and to trunks.

**Channel** - A communications path between two or more points of termination.

**City** - For the purposes of this tariff, the term City denotes a specific geographic area served by the Carrier. A City is typically a metropolitan area and may include one or more adjacent or nearby areas in which the Carrier has network facilities.

**Communications System** - Denotes channels and other facilities which are capable of communications between terminal equipment provided by an entity other than the Company.

**Collocation** - Carrier facilities and/or equipment located in the same building -- generally a LEC central office.

**Commission** - Federal Communications Commission.

**Customer** - Any person, firm, partnership, corporation or other entity which uses service under the terms and conditions of this tariff and is responsible for the payment of charges.

**Customer Agreement** - The mutual agreement between the Company and the Customer for the provision of the Company's service.

**Customer Designated Premises** - The premises specified by the Customer for termination of Access Services.

**Customer Point of Presence** - The physical location associated with the Customer's communication system.

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**SECTION 1 - DEFINITIONS (CONT'D.)**

**Dedicated Access or Dedicated Transport** - A method for a Customer to directly connect two locations of their choice with dedicated (non-switched) services.

**Dual Tone Multifrequency (DTMF)** - Tone signaling, also known as touch tone signaling.

**End User** - Any person, firm, partnership, corporation or other entity which uses the service of the Company under the terms and conditions of this tariff.

**End Office Switch** - A Company switching system where station loops are terminated for purposes of interconnection to each other and to trunks.

**Entry Switch** - First point of switching.

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**SECTION 1 - DEFINITIONS (CONT'D.)**

**Exchange** - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

**Facilities** - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

**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.

**First Point of Switching** - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

**Interexchange Carrier (IC)** - Any individual, partnership, association, corporation or other entity engaged in interstate communication for hire by wire or radio between two or more exchanges.

**Hertz** - A unit of frequency equal to one cycle per second.

**Holidays** - New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**Interstate** - For the purpose of this tariff, the term Interstate applies to the regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more location in the United States and one or more international locations.

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**SECTION 1 - DEFINITIONS (CONT'D.)**

**Intrastate Communications** - Any communications which originates and terminates within the same state.

**Local Access and Transport Area (LATA)** - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

**Local Calling Area** - A geographical area, as defined in the Company's local or general exchange service tariff in which an end user may complete a call without incurring toll usage charges.

**Message** - A Message is a Call as defined above.

**N/A** - Not Applicable.

**Off-Hook** - The active condition of Switched Access Service or a telephone exchange line.

**On-Hook** - The idle condition of Switched Access Service or a telephone exchange line.

**On-Net** - Customer or End User locations capable of being served directly by the Company's existing network facilities.

**Off-Net** - Customer or End User locations not capable of being served directly by the Company's existing network facilities.

**Originating Direction** - The use of Switched Access Service for the origination of calls from an End User premises to an IC premises.

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**SECTION 1 - DEFINITIONS (CONT'D.)**

**Point of Presence** - The physical location of an interexchange carrier's facilities.

**Point of Termination** - The point of demarcation within a Customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

**Premises** - The physical space designated by the Customer for the termination of the Company's service.

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**SECTION 1 - DEFINITIONS (CONT'D.)**

**Serving Wire Center** - The wire center from which the Customer-designated premises would normally obtain dial tone from the Company.

**Special Access** - See Dedicated Access.

**Term Agreement** - A method of purchasing the Company's services whereby the Customer agrees to purchase service between specific locations for a specified and mutually agree upon length of time.

**Terminal Equipment** - Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

**Terminating Direction** - The use of Switched Access Service for the completion of calls from an IC's premises to an End User premises.

**Transmission Path** - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

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

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

**Wire Center** - A physical location in which one or more central offices, used for the provision of exchange services, are located.

**United States** - The contiguous United States, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

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**SECTION 2 - TERMS AND CONDITIONS****2.1 Undertaking of the Company****2.1.1 Scope**

1. The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within ***its operating territory*** and under the terms of this Tariff. (T)
2. Customers 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 herein, 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.

**2.1.2 Limitation On Service**

1. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
2. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, as hereinafter defined, or when service is used in violation of provisions of this tariff or the law.
3. The Company does not undertake to transmit messages, but offers the use of its service when available, and shall not be liable for errors in transmission or for failure to establish connections.
4. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.



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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.1 Undertaking of the Company****2.1.3 Assignment or Transfer**

All service provided under this tariff is directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees.

**2.1.4 Location of Service**

Service originates or terminates at locations within *its operating territory as* specified in the individual service descriptions in this tariff. (T)

**2.1.5 Use of Service**

1. Service may be used for any lawful purpose by the Customer or by any End User.
2. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
3. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state or local laws.
4. Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

ACCESS SERVICE

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

**2.4 Location of Service**

Service originates or terminates at locations within the United States specified in the individual product descriptions in this tariff.

**2.5 Use of Service**

**2.5.1** Service may be used for any lawful purpose by the Customer or by any End User.

**2.5.2** The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

**2.5.3.** Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

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(D)

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.6 Discontinuance and Restoration of Service**

Service will continue to be provided until canceled by the Customer, in writing, or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

**2.6.1 Cancellation by the Customer**

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.

**2.6.2 Cancellation by the Company**

- A.** For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 15 days overdue.
- B.** For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.6 Discontinuance and Restoration of Service (Cont'd.)****2.6.2 Cancellation by the Company (Cont'd.)**

- C. For any violation of law or of any of the provisions governing the furnishing of service under this tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.
  
- D. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.6 Discontinuance and Restoration of Service (Cont'd.)****2.6.3 Restoration of service**

- A.** If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected and the Customer pays a deposit at Company's discretion. Nonrecurring charges apply to restored services.
  
- B.** Restoration of disrupted services shall be in accordance with Federal Communications Commission Rules and Regulations, which specify the priority system for such activities.

**2.7 Cancellation of Application for Service**

Where the Customer or applicant cancels an application for service prior receipt of firm order confirmation (FOC), or prior to the start of special construction, no charge applies.

Where installation of service has been started (after FOC) prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply, but in no case shall such charge exceed the charge for the applicable installation charges.

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.8 Minimum Period**

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, one month plus installation charges are applicable, whether the service is used or not.

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ISSUED: February 3, 1998

EFFECTIVE: February 4, 1998

Issued by: Martin Corcoran  
Director of Tariff Development  
Cox Communications, Inc.  
1400 Lake Hearn Drive, Atlanta, Georgia 30319

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.9 Term Agreements**

The Company offers Term Agreements wherein the Customer agrees to retain specified Company services for a mutually agreed upon length of time. A Termination Liability charge applies to the early termination of a Term Agreement.

**2.10 Billing and Payment Arrangements**

- 2.10.1** The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in **(1) paper format; (2) computer disk only; or (3) via electronic transmission** Such bills are due upon receipt regardless of the media utilized. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage. Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum service period will be prorated to the number of days based on a 30 day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of billing. ***It shall be the Customer responsibility to contact the Company within a reasonable time frame after the end of such billing cycle if the bill is not received.***
- (C)  
(C)  
(N)  
(N)  
(N)

**2.10.2 [Reserved for Future Use]**

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.10 Billing and Payment Arrangements (Cont'd.)**

**2.10.3** All bills for service provided to the Customer by the Company are due (payment date) by the next bill date (same date in the following month as the bill date) and are payable in immediately available funds. If such payment due date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Customer as follows.

**1.** If such payment due date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday date following such Sunday or Legal Holiday. If such payment due date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Legal Holiday. (T)

**2.** Further, if any portion of the payment is received by the Company after the payment due date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due the Company. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be 1 1/2% per month or 18% annually, or the maximum amount allowed by law whichever is lower. The late factor will be applied for the number of days from the payment due date to and including the date that the Customer's **payment is actually received by** the Company. (T)  
(C)



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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.11 Claims and Disputes**

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented written claim for the disputed amount within sixty (60) days of **date** of billing for the disputed services. (C)

Disputes must be sent to the Cox email address on the invoice.

In order for a dispute to be considered "valid", Customers must submit disputes with sufficient documentation to support the claim. Claims **without** sufficient documentation to process will be rejected by Cox and the Customer will be contacted and notified of such. Payment in full will be expected at that time.

Sufficient documentation consists of the following information, where such information is relevant to the dispute:

**Special Access and Switched Access Circuits**

- The nature of the dispute (i.e., incorrect rate, incorrect circuit; type (incorrect mileage, etc.), including basis for dispute;
- Circuit ID(s)
- Billing Account Number(s) (BANs) assigned by Cox;
- Amount of money in dispute by jurisdiction; and
- Invoice Number.

(M) Certain material previously appearing on this page has been moved to Original Page 23.3.

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.11 Claims and Disputes, cont'd.****Usage**

- Nature of the dispute (i.e. incorrect rate, incorrect minutes-of-use, etc.), including basis for dispute;
- Type of usage (i.e., originating or terminating, direct or tandem routed);
- Cox end office where the **MOU** originated or terminated (if applicable); (T)
- Number of minutes in dispute by jurisdiction, direction and routing method;
- Billing Account Number(s) (BANs) assigned by Cox
- Amounts of money in dispute by jurisdiction
- Invoice Number.

The **Company** and the Customer shall work cooperatively to resolve the dispute. If additional information from the Customer would assist in resolving the dispute, the Customer may be requested to provide additional information relevant to the dispute. This data may include, but is not limited to summarized usage data by date. (T)

If **the Company** determines that the dispute is not valid and the Customer disagrees with the decision, the parties agree to meet in an attempt to reach an understanding of each party's position and recommendation for resolution by either or both sides and establish a series of follow-up meetings, if necessary. If, after sufficient informal meetings have occurred with no resolution in sight and the parties still disagree on the billing, the Customer and Cox will escalate the dispute as set forth in 2.11.1, following. If the Customer refuses to engage the dispute at its higher level, the Customer will be required to remit payment for the disputed charges, including late payment charges, to Cox by the next billing cycle, or Cox will escalate the dispute as outlined in 2.11.2, following. (T)

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.11 Claims and Disputes, cont'd.**

**2.11.1** Resolution of the dispute, or a plan to resolve the dispute, is expected to occur at the first level of management within sixty (60) calendar days resulting in a recommendation for settlement of the dispute and closure of the issue. If the dispute is not resolved within the allotted time frame, the following resolution procedures will be implemented:

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(T)

1. If the dispute is not resolved within sixty (60) calendar days of receipt of an acceptable documented claim, or ongoing meetings to settle the dispute are not occurring or are deemed non-productive, the dispute will be escalated to the Regulatory contact(s) for each of the respective parties for resolution. If the dispute is not resolved within thirty (30) calendar days after involvement of Regulatory, the dispute will be escalated to the next higher level of management for each of the respective parties for resolution.
2. Each party will provide to the other Party an escalation list for resolving billing disputes at the time the dispute is escalated to their respective Regulatory departments. The escalation list will contain the name, title, phone number, fax number and email address for each escalation point identified in 2.11.1.1 preceding.

(T)

If the dispute is not resolved within sixty (60) days of receipt of an acceptable documented claim or if either Party is deemed to not be operating in good faith to resolve the dispute, the Formal Dispute Resolution process outlined in section 2.11.3, Formal Dispute Resolution, following may be invoked.

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**ACCESS SERVICE**

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.11 Claims and Disputes, cont'd.****2.11.2 Resolution of Dispute**

1. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, Cox shall credit the Customer's bill for the amount of the disputed charges. No interest credits or penalties will apply.
2. If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive interest credit from the Company for the disputed amount times a late factor as set forth in 2.10.3, preceding. Cox will credit the Customer's bill within sixty (60) days of the resolution of the dispute.
3. In the event that the Company agrees to refund a credit by check, interest will be applied up to and including the date of issuance of the check. (C)
4. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.
5. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, the Customer shall pay Cox the disputed amount and any associated late payment charges as set forth in section 2.10, Billing and Payment Arrangements, preceding, by the next billing due date after resolution of the dispute.
6. Claims by the Customer for any damages of any kind will not be considered a valid dispute for purposes for this section 2.11. (C)

ACCESS SERVICE

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.11 Claims and Disputes, cont'd.

2.11.3 Formal Dispute Resolution

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All unresolved disputes arising out of the provision of services under this Tariff may be submitted to the Commission for resolution in accordance with its dispute resolution process. The outcome of such process will be binding on the parties, subject to any right to appeal a decision reached by the Commission under applicable law. The Company and the Customer will notify one another in the even that this route is taken.

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ACCESS SERVICE

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## SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

**2.12 Payment of Deposits**

- 2.12.1** The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established credit and has no history of late payments to the Company.
- 2.12.2** A deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the Customer of its obligations to comply with the Company's requirement as to the prompt payment regulations.
- 2.12.3** At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. After the Customer has established a one year prompt payment record, such a deposit will be refunded or credited to the Customer account at any time prior to the termination of the provision of service to the Customer.
- 2.12.4** In the case of a cash deposit, for the period the deposit is held by the Company, simple annual interest will be applied to the deposit for the number of days from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company.

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**ACCESS SERVICE**

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.12 Payment of Deposits (Cont'd.)**

- 2.12.5** If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

**2.13 Inspection, Testing and Adjustment**

- 2.13.1** The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

- 2.13.2** Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

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ACCESS SERVICE

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## SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

## 2.14 Interconnection

- 2.14.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.
- 2.14.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.
- 2.14.3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.



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ACCESS SERVICE

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## SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

**2.15 Liability of the Company**

- 2.15.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.15.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.15.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

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**ACCESS SERVICE**

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.15 Liability of the Company (Cont'd.)**

- 2.15.4 The Company shall not be liable for any delay or failure of performance or equipment or service interruption due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, terrorism, civil commotion, explosion, vandalism, or any other catastrophe, cable cut, hurricanes, storm, or other state or natural disaster, unavailability of rights-of-way or material, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties beyond the direct control of the Company, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations. (T)  
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(T)  
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(T)  
(T)
- 2.15.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.
- 2.15.6 The Company will make reasonable efforts to cure any material failure to provide service caused solely by year 2000 defects in the Company hardware, software or systems. Due to the interdependence among telecommunications providers and the interrelationship with non-Telephone Company processes, equipment and systems, and pursuant to PL 105-271, 112, Statute 2386, the Company is not responsible for failures caused by circumstances beyond its control, including, but not limited to, failures caused by:  
1) the Customer; 2) other telecommunications providers; or 3) customer premises equipment. In addition, the Company does not ensure compatibility between the Company and non-Telephone Company services used by the Customer.

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ACCESS SERVICE

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## SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

**2.16 Liability of the Customer**

The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

- 2.16.1** Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and
- 2.16.2** Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
- 2.16.3** All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, End Users, or customers, in connection with any service or facilities or equipment provided by the Company.

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**ACCESS SERVICE**

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.17 Taxes**

Federal excise tax and state and local sales, use, and similar taxes are not included in the rates set forth in this tariff, and shall be billed as separate line items.

**2.18 Reserved for future use****2.19 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Transport Service**

When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows. For jurisdictional reports required for switched access, see Section 2.20.7 following.

- If the Customer's estimate of the interstate traffic on the service equals 10% or less of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the appropriate intrastate tariff.
- If the Customer's estimate of the interstate traffic on the service is more than 10% of the total traffic on that service, the service will be provided according to the applicable rules and regulations of this tariff.
- If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. Any applicable termination liability will be transferred with the jurisdictional change of the service.

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**ACCESS SERVICE**

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.20 Obligations of the Customer****2.20.1 Damages**

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

**2.20.2 Ownership of Facilities**

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

**2.20.3 Equipment Space and Power**

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

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**ACCESS SERVICE**

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.20 Obligations of the Customer (Cont'd.)****2.20.4 Testing**

The service provided under this tariff shall be made available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

**2.20.5 Design of Customer Services**

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria, or operating or maintenance characteristics of the facilities.

**2.20.6 Network Contingency Coordination**

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

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**ACCESS SERVICE**

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.20 Obligations of the Customer (Cont'd.)****2.20.7 ASR Requirements**

The Customer shall order all Access Services as described in this Section. Unless otherwise noted elsewhere in this Tariff, all services offered under this Tariff will be ordered using an Access Service Request (ASR). The format and terms of the ASR will follow industry Access Service Order Guidelines.

ASRs for both Switched and Special, must **at a minimum** specify the **customer designated location** (CDP), type of service (e.g. DS1 or DS3), the channel interface, and any options desired. (C)  
(C)

ASRs for Direct-Trunked Transport must also specify the number of trunks at the end office, major traffic types and directionality. Ordered quantities shall be specified by originating and terminating direction and by traffic type. Where the Customer desires to segregate its originating traffic into separate trunk groups by type of traffic, the Customer must specify the ordered quantities by trunk group and by traffic type.

When a Customer orders Switched Access for mixed interstate and intrastate usage, the Customer shall provide a Percent Interstate Usage (PIU) on the ASR which will be interstate by **trunk group which may include 8XX, 500, 900 and terminating access service**. If the Customer fails to provide **the PIU**, all usage will be allocated as 50% interstate and 50% intrastate. The Customer or the Company allocated percentages will be used as a basis of the jurisdictional determination for billing purposes of all charges until the service is activated and a more accurate determination can be provided as specified in Sections 2.20.8, Jurisdictional Report Requirements, and 2.20.9, Determination of Interstate Charges for Mixed Interstate and Intrastate Switched Access, following. (T)  
(T)

ACCESS SERVICE

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.20 Obligations of the Customer (Cont'd.)

2.20.8 Jurisdictional Report Requirements

(T)

1. Jurisdictional Reports

(D,N)

A. Percent Interstate Usage (PIU)

1. For purposes of developing the projected interstate percentage for FGD, the Customer shall consider every call that originates from a calling party in one state and terminates to a called party in a different state to be interstate communications. The customer shall consider every call that terminates to a called party within the same state as the state where the calling party is located to be intrastate communications. The manner in which a call is routed through the telecommunications network does not affect the jurisdiction of a call, i.e., a call between two points within the same state is an intrastate call even if it is routed through another state.

(D,N)



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**ACCESS SERVICE**

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.20 Obligations of the Customer (Cont'd.)****2.20.8 Jurisdictional Report Requirements (Cont'd.)****1. Jurisdictional Reports, cont'd.**A. Percent Interstate Usage (PIU), cont'd.

2. When the Company receives sufficient call detail to permit it to determine the jurisdiction of some or all originating and terminating access minutes of use, the Company will use that call detail to render bills for those minutes of use and will not use Customer reported PIU factors to determine the jurisdiction of those minutes of use.

Where the Company does not have sufficient call detail to permit it to determine the jurisdiction of some or all originating and terminating access minutes of use, the Company will:

- Apply the PIU based on the latest jurisdictional report as provided by the Customer and as set forth in ***B, Jurisdictional Report Update***, following. (T)
- Where the Customer has not provided a jurisdictional report, the Company shall use the original ***PIU provided on the Customer ASR*** as set forth in 2.20.7, ASR Requirements, preceding. (T)
- Where no estimate of total usage has been provided, the PIU shall be allocated as 50% interstate and 50% intrastate.

The information used will be used until the Customer provides an updated PIU factor as set forth in 3 of this subsection A, following. No prorating or back billing will be done based on the updated report.

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**ACCESS SERVICE**

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.20 Obligations of the Customer (Cont'd.)****2.20.8 Jurisdictional Report Requirements (Cont'd.)****1. Jurisdictional Reports, cont'd.**A. Percent Interstate Usage (PIU), cont'd.

3. When the Customer initially orders Switched Access Service(s) the Customer will state in its order (Access Service Request "ASR") a PIU. **The PIU** will be used by the Company as the customer-provided PIU until the Customer provides **an** updated PIU as required in this subsection. For each service listed below, the customer may provide **a** separate PIU in accordance with 1 and 2 of this subsection A, preceding. (T)  
(T)

(D)

When the Customer provides **a** PIU, the Company will subtract the developed PIU from 100 and the difference is **Intrastate**. The sum of the interstate and intrastate percentages will equal 100 percent. The Customer may only provide a PIU factor that is a whole number (a number from 0 to 100). (T)

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ACCESS SERVICE

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.20 Obligations of the Customer (Cont'd.)

2.20.8 Jurisdictional Report Requirements (Cont'd.)

1. Jurisdictional Reports, cont'd.

A. Percent Interstate Usage (PIU), cont'd.

3. cont'd.

Where the Customer provides access services to other carriers, the Customer will develop it's projected PIU based upon a weighted average of the PIUs of its own and of the other carriers' end user traffic in accordance with the procedures below.

- The PIU will be applied to the appropriate Carrier Common Line, End Office Switching, Information Surcharge, and Interconnection Charge.

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**ACCESS SERVICE**

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.20 Obligations of the Customer (Cont'd.)****2.20.8 Jurisdictional Report Requirements (Cont'd.)****1. Jurisdictional Reports, cont'd.****B. Jurisdictional Report Updates**

The Customer shall update the interstate and intrastate jurisdictional reports on a quarterly basis. The reports will be based on the prior three months and will be due within fifteen days after the end of the quarter beginning with the completion of the first full quarter of service. These factors will be applied to activity dated on or after the first day of the next calendar month, which begins at least 15 business days after the day on which the revised report or letter is received.

The revised report or letter will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply an updated quarterly report or letter, the Company will assume the Customer-provided PIU to be the same as those provided in the last quarterly report or letter accepted by the Company. (T)

For those instances wherein a quarterly report or letter has never been received from the Customer, the Company will apply the **PIU** as set forth in 1.A.2, preceding. (T)

A Customer may file jurisdictional reports aggregated usage at a statewide, or at a minimum LATA level.

ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.20 Obligations of the Customer (Cont'd.)

2.20.8 Jurisdictional Report Requirements (Cont'd.)

(N)

2. Maintenance of Customer Records

The Customer shall retain for a minimum of twelve months call detail records that substantiate the interstate percentage provided to the Company as set forth in 2.20.8.1, Jurisdictional Reports, preceding, for Switched Access Service. Such records shall consist of the following:

A. All call detail records such as work papers and/or backup documentation including paper, magnetic tapes or any other form of records for billed Customer traffic, call information including call terminating address (i.e., called number), the call duration, all originating and terminating trunk groups or access lines over which the call is routed, and the point at which the call enters the Customer's network and;

B. If the Customer has a mechanized system in place that calculated the PIU, then a description of that system and the methodology used to calculate the PIU must be furnished and any other pertinent information (such as but not limited to flow charts, source code, etc.) relating to such systems must also be made available.

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**ACCESS SERVICE**

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.20 Obligations of the Customer (Cont'd.)****2.20.8 Jurisdictional Report Requirements (Cont'd.)****3. Jurisdictional Reports Verification**

The Company may request the Customer to verify their jurisdictional reports. The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained. The Company will request the Customer to provide the records of call detail and other information as specified in 2.20.8.2, Maintenance of Customer Records, preceding, that the Customer uses to determine the percentage of interstate and intrastate use in some or all of the states where the Customer has provided such factors. (D)

A. If the PIU factors filed by the Customer cannot be validated by the data provided, and the data provided by the Customer is sufficient to calculate a PIU factor different than the Customer's reported PIU factor, the Company will use these records to:

- revise the Customer's PIU factor,
- calculate the interstate and intrastate access charges that should have been billed to the Customer for the prior period specified in 2.20.8.2, Maintenance of Customer Records, preceding, that the inaccurate PIUs had been used and debit or credit the Customer for the difference between the charges that should have been billed with the default PIU and the charges that were billed.

**ACCESS SERVICE**

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)**

**2.20 Obligations of the Customer (Cont'd.)**

**2.20.8 Jurisdictional Report Requirements (Cont'd.)**

**3. Jurisdictional Reports Verification, cont'd.**

B. If the Customer fails to supply data as specified in 2.20.8.2, Maintenance of Customer Records, preceding, within 45 calendar days of the Company's request, sufficient for the Company to substantiate or determine PIU factors, then:

1. The Company will apply a default PIU factor of 50% to the traffic for which the Company does not have sufficient call detail to determine the jurisdiction of the traffic ("unknown jurisdiction" usage) (i.e., 50% of the unknown jurisdiction usage will be billed under the interstate jurisdiction and 50% of the unknown jurisdiction usage will be billed under the intrastate tariff) in lieu of the PIU factors last submitted by the Customer.

2. The Company will apply the default PIU factor to all future access minutes of use with unknown jurisdiction beginning with the first bill date following the 45 calendar day period during which the Customer was to submit the records of call detail requested by the Company. The application of the default PIU factor will continue until the Customer provides the Company with records of call detail or other data that are sufficient for the Company to substantiate the Customer-provided PIU factors.

3. The Company will calculate the interstate and intrastate access charges that should have been billed to the Customer for the prior period specified in 2.20.8.2, Maintenance of Customer Records, preceding, that the inaccurate PIUs had been used and debit or credit the Customer for the difference between the charges that should have been billed with the default PIU and the charges that were billed.

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**ACCESS SERVICE**

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.20 Obligations of the Customer (Cont'd.)****2.20.8 Jurisdictional Report Requirements (Cont'd.)****4. Contested Jurisdictional Reports**

If the Company determines that the Customer-provided PIUs are inaccurate, after reviewing the data provided by the Customer, then the Company will report the results of the analysis to the Customer. The Company will request that the Customer provide updated PIU factors consistent with those contained in the Company's report. (C)

If the Company applies the revised or default PIU factor to the Customer's account as provided in 2.20.8.3, Jurisdictional Reports Verification, preceding, in lieu of the Customer-provided PIU factor, the Customer may *dispute* application of the default PIU by providing written notification. The Customer may request that the dispute be resolved by a neutral arbitrator mutually agreed upon by the Company and the Customer. Arbitration is an option of law or at the Federal Communications Commission for resolution of the dispute. The arbitration hearing will be conducted in a state or location within the Company operating territory. The arbitration procedures shall be governed by the law, both statutory and case, of the state in which the arbitration hearing is held, including but not limited to the Uniform Arbitration Act, as adopted in that state. The arbitrator shall determine the Customer's PIU for each state for each category of traffic based on the standards in 2.20.8.1, Jurisdictional Reports, preceding. (T)  
(C)



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**ACCESS SERVICE**

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)****2.20 Obligations of the Customer (Cont'd.)****2.20.9 Determination of Interstate Charges for Mixed Interstate and Intrastate Switched Access Service**

When mixed interstate and intrastate Switched Access Service is provided, all charges will be prorated based on the jurisdictional distribution of access minutes as set forth in 2.20.7, ASR Requirements, and 2.20.8, Jurisdiction Report Requirements, preceding. The portion of a Switched Access Service non-recurring and monthly recurring charges for chargeable elements to be charged as interstate are determined in the following manner:

1. When a PIU entry greater than 0 but less than 100 is provided on an Access Service Request (ASR) for Switched Access Transport Services, all non-recurring and monthly recurring charges for chargeable elements will be apportioned at the appropriate interstate and intrastate jurisdiction per ASR.
2. If the PIU field on the ASR is populated with LOF (Letter On File) the factor percentages filed by the Carrier Customer for usage apportionment will be used to determine the non-recurring and monthly recurring charges for chargeable elements.

The interstate portion of a Switched Access Service non-recurring and monthly recurring charges for chargeable elements is determined in the following manner:

1. Multiply the PIU factor from the ASR times the quantity of chargeable elements times the Interstate tariff rate.
2. The intrastate percent to be used is derived by subtracting the provided PIU from 100. Then multiply this percentage times the quantity of chargeable elements times the intrastate tariff rate

**ACCESS SERVICE**

**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)**

**2.20 Obligations of the Customer (Cont'd.)**

**2.20.10 Identification and Rating of VoIP-PSTN Traffic**

(N)

**1. Scope**

VoIP-PSTN Traffic is defined as traffic exchanged between a Cox 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 ICC Order"). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "VoIP-PSTN Traffic") from the customer's traditional intrastate access traffic, so that such VoIP-PSTN Traffic can be billed in accordance with the FCC Order.

**2. Rating of VoIP-PSTN Traffic**

The VoIP-PSTN Traffic identified in accordance with this tariff section and in the absence of an interconnection agreement will be billed at rates equal to Cox's applicable tariffed interstate switched access rates as provided in this tariff.

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**ACCESS SERVICE**

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**SECTION 3 - SWITCHED ACCESS SERVICES****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 electrical communications path between a Customer's premises and an end user's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an end user's premises to a Customer's premises and to terminate calls from a customer's premises to an end user's premises in the LATA where it is provided.

(N)(D)

The application of rates for Switched Access Service is described in Sections 3.4, Rate Categories, following. Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

**3.2 Description of Switched Access Service Arrangement(s) and Manner of Provision**

Switched access is furnished in either quantities of lines or trunks via Feature Group D Access as described in Section 3.2.2, Service Descriptions, following.

Trunks are differentiated by type and directionality of traffic carried over a Switched Access Service arrangement. Differentiation of traffic is necessary for the Company to properly design Switched Access Service to meet the traffic carrying capacity requirement of the Customer.

Feature Groups are arranged for originating, terminating or two-way calling, based on the Customer's order specifications. Originating calling permits the delivery of calls from telephone exchange service locations to the Customer's premises. Terminating calling permits the delivery of calls from the Customer's premises to telephone exchange service locations. Two-way calling permits the delivery of calls in both directions, but not simultaneously.

**3.2.1 Manner of Provision**

Switched Access is provided in three service categories. These are Switched Access Feature Group D, Switched Access 900 Access Service, and 8XX Data Base Query Service.

(N)(D)

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**ACCESS SERVICE**

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**SECTION 3 - SWITCHED ACCESS SERVICES (CONT'D.)****3.2 Description of Switched Access Service Arrangement(s) and Manner of Provision, cont'd.****3.2.2 Service Descriptions****1. Feature Group D**A. General

There are various Switched Access features available with Feature Group D (FGD). These features are described in section, 3.3.1, Local Switching-Common Switching Features, following. These features are available at Company equipped end office switches.

1. FGD is provided at Company designated end office switches.
2. FGD is provided as trunk side switching through the use of end office switch trunk equipment.
3. The Company will establish a trunk group or groups for the Customer at end office switches where FGD switching is provided. Different traffic types of FGD or other switching arrangements may be combined in a single trunk group at the option of the **Customer**. (T)

B. Originating FGD

1. Originating FGD may be utilized in conjunction with the following access services provided under this Tariff:
  - o 8XX Data Base Query Service
  - o 900 Access Service
  - o 950 Access Service (D)
2. The uniform access code for FGD switching is 101XXXX. (The XXXX represents a unique four-digit Carrier Identification Code (CIC) for each access Customer.) This uniform code will be the assigned access number for all FGD Access Service provided to the Customer by the Company. When the 101XXXX access codes are used, FGD switching also provides for dialing the digit 0 for access to the Customer's operator, or 911 for access to the Telephone Company's emergency reporting service. FGD Switched Access Service may be originated by using a 950-XXXX access code if the Customer requests the FGD with 950 Access feature.

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**ACCESS SERVICE**

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**SECTION 3 - SWITCHED ACCESS SERVICES (CONT'D.)****3.2 Description of Switched Access Service Arrangement(s) and Manner of Provision, cont'd.****3.2.2 Service Descriptions, cont'd.****1. Feature Group D (FGD), cont'd.**B. Originating FGD, cont'd.

3. No access code is required for calls to a Customer over FGD Switched Access Service. The Customer's end user is not required to dial an access code for originating 8XX Toll Free or 900 Access Codes. The Company will block 8XX Toll Free and 900 Access Service calls dialed with an access code.
4. Where no access code is required, the telephone number dialed by the Customer's end user shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP). For international calls outside the NANP, a number greater **with** than seven digit number may be dialed. (T)

D. Terminating FGD

1. When directly routed to an end office, only those valid NXX codes served by that office may be accessed.
2. Calls in the terminating direction will not be completed to 950-XXXX access codes, local operator assistance (0- and 0+), Directory Assistance, exchange telephone repair service, service code 911 or 101XXXX access codes.

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**ACCESS SERVICE**

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.2 Description of Switched Access Service Arrangement(s) and Manner of Provision, cont'd.**

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**3.2.2 Service Descriptions, cont'd.****2. Service Access Code (SAC) Access Service**

- A. Service Access Code (SAC) Access Service is provided at Company appropriately equipped end offices.
- B. Originating SAC Access Service is a trunk side switched service that is available to the Customer via SAC Access Service trunk groups. The appropriate Customer Identification Function, as specified in Section 3.2.2.2.E of this subsection, following, must be ordered in conjunction with each SAC Access Service trunk group. SAC Access Service traffic at the option of the Customer can be carried on the same trunk group with non-SAC Access traffic.
- C. For SAC Access Service traffic originating from equal access end offices with the Customer Identification Function capabilities, FGD parameters as specified in 3.2.2.1, Feature Group D, preceding, applies.
- D. 8XX Toll Free Access - Customer Identification Function  
This function utilizes 8XX Data Base Query Service, as described in Section 3.4.4, 8XX Data Base Query Service, following, to screen all ten digits of all 8XX-NXX-XXXX type calls generated by end users to determine the Customer to which the 8XX call is to be routed. This function is provided in conjunction with 8XX Toll Free Access Service.
- E. 900 Customer Identification Function  
This function provides for screening of the first six digits of all 900-NXX-XXXX type calls generated by end users to determine the Customer to which the call is to be routed. This function is provided in conjunction with 900 SAC Access Service and with FGD.

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**ACCESS SERVICE**

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.3 Switched Access Features****3.3.1 Local Switching – Common Switching Features****1. Feature Descriptions****A. Carrier Identification Code (CIC)**

- Available with FGD
- This feature permits the Customer to establish or add a CIC, change an existing CIC or delete an existing CIC used in conjunction with the Customer's service.

**B. Carrier Identification Code Parameter (CIP)**

- Available with FGD that has SS7 Signaling in suitably equipped end office switches.
- Provides for the transmission of the Carrier Identification Code (CIC) to the Customer within the Initial Address Message (IAM) of an originating FGD call. This optional feature transmits the CIC of the presubscribed carrier or the CIC selected when the end user originates a call using a 101XXXX access code. CIP is available at the end office and is billed on a per call basis. (T)

**C. Carrier Selection Parameter (CSP)**

- Available with FGD
- Provides for the automatic transmission of a signaling indicator which signifies to the Customer whether or not the call being processed originated from a presubscribed line. If the line was presubscribed, the indicator will signify if the end user did or did not dial 101XXXX. This feature is provided with SS7 signaling.

**D. FGD Switched Access with 950-XXXX Access** (T)

FGD Switch Access with 950-XXXX Access is an optional arrangement that provides for the routing of originating calls using a Customer's 950-XXXX access code(s) to the Customer over the Customer's FGD trunks. All such calls will be rated as FGD switched access calls. (T)

This optional arrangement uses FGD signaling protocols and technical specifications. The 950-XXXX traffic can be routed over FGD trunks combined with the Customer's standard FGD traffic directly to the CDP. The Customer must be able to differentiate standard FGD calls from 950-XXXX calls delivered over the same FGD trunks. (T)

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**ACCESS SERVICE**

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.3 Switched Access Features**

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**3.3.1 Local Switching – Common Switching Features****1. Feature Descriptions****E. Calling Party Number**

This feature includes the transport in the originating direction of the Calling Party Number (CPN) Parameter where technically feasible and where the Company has made CPN privacy restriction available to the originating end user. The CPN Parameter provides for the automatic transmission of the ten-digit directory number, associated with a calling station, to the Customer's premises for calls originating in the LATA. The ten-digit telephone number consists of the NPA plus the seven digit telephone number, which may or may not be the same number as the calling station's charge number. The CPN will be coded as presented, or restricted via a "privacy indicator" for delivery to the called end user. The CPN Parameter must be transported without alteration or modification to the connecting carrier, the terminating Company, or an end user when the Customer has a direct connection. Customers must honor and transmit the unaltered "privacy indicator" within the CPN Parameter.

**3.4 Rate Categories**

There are four rate categories which apply to Cox Switched Access Service:

- Switched Access Transport
- Local End Office Switching
- 900 Access Service
- 8XX Data Base Access Service

**3.4.1 Switched Access Transport**

The Switched Access Transport rate category provides the transmission facilities and equipment between the Customer's premises and the end office switch(es) or between end office switch(es) and the access tandem.

Switched Access Transport is a two-way communications path comprised of Interoffice facilities (Common Transport) or Direct-Trunked Transport that permit the transport of calls in the originating direction (from the end user end office switch to the Customer's premises) and in the terminating direction (from the Customer's premises to the end office switch), but not simultaneously. The transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry within the frequency bandwidth of approximately 300 to 3000 Hz.

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**ACCESS SERVICE**

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.4 Rate Categories, cont'd.****3.4.1 Switched Access Transport, cont'd.**

The Company will work cooperatively with the Customer in determining whether the service is to be routed to an end office, whether the service is to be routed via the access tandem, and the directionality of the service.

Switched Access Transport is provided at the rates and charges set forth in 3.10, Rates and Charges, following.

Customers requesting Switched Access Service must specify if Direct-Trunked Transport is desired. If Direct-Trunked Access Transport is requested, the Customer must specify the type of Direct-Trunked Transport facility, i.e., DS3 or DS1 to be used.

Switched Access Transport is comprised of a **Tandem Routed** Transport rate category and a Direct-Trunked Transport rate category as described below:

(T)

**1. Direct-Trunked Transport Rate Category**

Direct-Trunked Transport provides the transmission path from the hub office of the Customer's premises to an end office. This transmission path is dedicated to the use of a single Customer.

**2. Tandem Routed Transport Rate Category**

The Tandem Routed Transport rate category provides for transmission facilities between the Company End Office and an alternate tandem provider's network. This rate category is comprised of a Fixed Per Minute-of-Use rate element and a Per Minute-of-Use, Per Mile rate element.

**3. Switched Access Transport Facilities**

The types of facilities available to the Customer for Direct Trunked or Tandem Routed Transport Switched Access Service are High Capacity DS1 and DS3. Following is a brief description of each type of facility. Each type has its own characteristics and is available, in suitably equipped offices, with multiplexing options as set forth in 3.4.1.4.A, Multiplexing, following.

**A. DS1 Facility**

A DS1 facility is capable of transmitting signals at a nominal 1.544 Mbps, with the capability to channelize to 24 voice-frequency transmission paths.

**B. DS3 Facility**

A DS3 is capable of transmitting signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths.

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**ACCESS SERVICE**

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.4 Rate Categories, Cont'd.****3.4.1 Switched Access Transport, cont'd.****4. Chargeable Optional Features**A. Multiplexing

This rate element provides for the multiplexing necessary to channelize digital facilities to individual services requiring a lower capacity or bandwidth. Rates are applied on a per arrangement basis and include fixed monthly recurring and nonrecurring charges as set forth in Section 3.10, Rates and Charges, following.

Multiplexing arrangements ordered with a Direct-Trunked Transport facility at an end office are associated with the facility with the higher capacity or bandwidth (i.e., a DS3 to DS1 multiplexing arrangement is associated with the facility using a DS3 connection).

1. DS3 to DS1

An arrangement which converts a DS3 channel to twenty-eight channels utilizing time-division multiplexing. DS3 to DS1 multiplexing is available as a chargeable optional feature for Direct-Trunked Transport facilities.

**3.4.2 Local End Office Switching**

The Local End Office Switching rate category provide for the local end office switching, the termination of Switched Access Transport at end offices, the termination of common transport trunk facilities at end office switch(es), and intercept functions. (T)

1. The Local Switching element provides functions for Company Switched Access FGD, Switched Access 500 SAC Service, and Switched Access 8XX service traffic originating from or terminating to an equal access end office. It also provides for termination of Tandem Routed Transport trunk facilities at end office switches. (T)

This rate category includes usage sensitive rates and both chargeable and non-chargeable optional features. The usage sensitive rates are applied on a per Minute-of-Use basis (MOU). Rates are set forth in Section 3.10, Rates and Charges, following.

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**ACCESS SERVICE**

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.4 Rate Categories, Cont'd.**

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**3.4.3 Switched Access 900 Access Service**

900 Access Service is an originating service with trunk side switched access service. The service provides a customer identification function based on the dialed NXX. Calls originating in a LATA in which a Customer has not ordered 900 Access Service will be blocked.

**3.4.4. 8XX Data Base Query Service**

8XX Data Base Query Service, offered in conjunction with 8XX Toll Free Access Service, performs the 8XX Customer Identification Function, as described in 3.2.2.2.D, 8XX Toll Free Access, preceding, to determine the customer to whom the 8XX calls should be routed. For all 1+8XX-NXX-XXXX calls originated by an end user, the Company will perform the customer identification function using a Company 8XX Data Base to screen the dialed ten digits of the 8XX call to determine the customer selected by the 8XX subscriber to carry that call. Once customer identification has been established through the 8XX Data Base Query Service, the 8XX call will be routed to the selected customer for completion.

The 8XX subscriber is responsible for arranging the entry of the various routing instructions discussed herein into the Number Administration Service Center's (NASC's) Service Management System (SMS).

The 8XX Data Base Query Charge will be applied for each 8XX call query received at the Company's (or its provider's) 8XX data base. Rates associated with this element are reflected in Section 3.10.4 following.

**3.5 Obligations of the Company**

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

**3.5.1 Network Management**

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

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.5 Obligations of the Company****3.5.2 Design and Traffic Routing of Switched Access Service**

The Company shall design and determine the routing of Switched Access Service and the selection of facilities from the interface to any switching point and to the end offices where busy hour trunks are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups.

Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans.

If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

**3.5.3 Provision of Service Performance Data**

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. This data does not include service performance data. If the data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis. (C)

**3.5.4 Trunk Group Measurements Reports**

Subject to availability, the Company will make available trunk group data to the Customer based on previously agreed to intervals.

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ACCESS SERVICE

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

**3.6 Obligations of the Customer**

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

**3.6.1 Report Requirements**

Customers are responsible for providing the following reports to the Company, when applicable.

A. ASR Requirements

The Customer shall order all Switched Access as described in Section 2.2.9, ASR Requirements, preceding.

B. Jurisdictional Report Requirements

Provisions for Jurisdictional Report Requirements are as set forth in 2.2.10, preceding.

**3.6.2 On-Hook and Off-Hook Supervision**

The Customer's facilities shall provide the necessary on-hook and off-hook supervision for accurate timing of calls.

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**ACCESS SERVICE**

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.7 Rate Regulations**

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This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

**3.7.1 Types of Rates and Charges**

This section contains the specific regulations governing the rates and charges that apply for Switched Access including SAC Access service and 8XX Data Base Query service.

There are three types of rates and charges that apply to Switched Access Service. They are nonrecurring charges, monthly recurring rates and usages charges. These rates and charges are applied differently to the various rate elements as set forth in the following:

**1. Nonrecurring Charges**

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service.) Nonrecurring charges are applicable for installation of services, installation of features and for certain service rearrangements, Switched Access 900 Access Service and 8XX Database Query Service.

**A. Installation of New Service**

Nonrecurring charges apply to each Switched Access service installed and are applied as set forth in 3.10, Rates and Charges, following.

**B. Switched Access Ordering Charge**

This charge, applied on a per ASR basis, is associated with the work performed by the Company in connection with the receiving, recording and processing of service requests. The Switched Access Ordering Charge applies to all requests to establish Entrance Facilities and Direct-Trunked Transport Facilities. Where Entrance Facilities and Direct-Trunked Transport Facilities are ordered on a single ASR, only one Switched Access Ordering Charge applies.

The Switched Access Ordering Charge also applies to requests to activate additional trunks and/or for any modifications or changes to existing services that are not considered an administrative change as described in G, Nonrecurring Charge for Service Rearrangements, following.

Changes in name or ownership or transfer of responsibility from one customer to another requires the discontinuance of service and the start of a new service when an interruption or relocation of service is involved.

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**ACCESS SERVICE**

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.7 Rate Regulations, cont'd.**

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**3.7.1 Types of Rates and Charges, cont'd.****1. Nonrecurring Charges, cont'd.**C. Nonrecurring Charges for Design Changes

A design change is any change to a pending ASR or a change to an existing service that requires engineering review or change. Design changes may include the addition or deletion of end office services optional arrangements or changes in the signaling arrangements. Design changes do not include a change of facility type, IC CDP, end user premises, or end office switch. Changes of this nature will require the issuance of a new ASR and the cancellation of the original ASR with the appropriate cancellation charges applied.

The Company will review the requested change, notify the Customer whether the change can be accommodated and if a new service date is required. If the Customer authorizes the Company to proceed with the design change, a Design Change Charge will apply as set forth in Section 3.10, Rates and Charges, following. The Design Change Charge is in addition to any Switched Access Installation or Ordering charges associated with the change requested.

If a change of service date is required, the Service Date Change Charge in 3.10, Rates and Charges, following, will also apply.

## D. Nonrecurring Charge for 900 Access Service NXX Activation Charge

This nonrecurring charge applies for the activation of each 900 Access Service NXX code subsequent to the Customer's initial request for activation of 900 NXX code(s) within the LATA. The charge applies to the activation per NXX code listed on the request per each equal access end office within the LATA. The entity that has been assigned the 900 NXX code(s) will be responsible for the 900 Access Service NXX Activation Charge(s) associated with that code(s).

## E. Nonrecurring Charges for 0+900 Access Service Installation

The 0+900 Access Service installation nonrecurring charge applies to Customers who request 0+900 Access Service. The nonrecurring charge will apply on a per end office basis for those end offices within the LATA that require modification to allow 0+900 dialing. The nonrecurring charge will apply whether the request for 0+900 Access Service is concurrent with or subsequent to the initial activations of the NXX code(s).

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**ACCESS SERVICE**

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.7 Rates Regulations, cont'd.****3.7.1 Types of Rates and Charges, cont'd.****1. Non-recurring Charges, cont'd.**F. FGD with 950 Access

1. A nonrecurring charge applies, per Carrier Identification Code (CIC), when the following features are installed, whether concurrent with or subsequent to the installation of a trunk or trunk group.

The nonrecurring charge for the following features applies on a per Carrier Identification Code (CIC), per end office basis. When direct routed or tandem routed, the first end office charge always applies.

Carrier Selection Parameter for FGD  
Feature Group D with 950 Access

2. A nonrecurring charge may apply for the installation of the multiplexing feature. When the nonrecurring charge is applicable, it is applied on a per-multiplexer / arrangement basis.
3. For all other features not listed above, a nonrecurring charge will apply only when these features are added or changed subsequent to the installation of the trunk.

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**ACCESS SERVICE**

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.7 Rates Regulations, cont'd.**

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**3.7.1 Types of Rates and Charges, cont'd.****1. Non-recurring Charges, cont'd.**G. Nonrecurring Charges for Service Rearrangements

1. Service rearrangements are changes to existing services that do not result in either (1) a change in the minimum period requirements, or (2) a change in the physical location of the point of termination at the Customer's premises or the Customer's end user's premises.
2. Changes that result in the physical location of the point-of-termination are treated as moves as described in 3.7.1.1.H., following.
3. Nonrecurring charges for service rearrangements apply to those additions, changes or rearrangements (excluding disconnection of optional features) made subsequent to the installation of new service.
4. The charge to the Customer for service rearrangement is dependent on whether the change is administrative only in nature or involves an actual technical and/or physical change to the service. When actual physical work is required to rearrange the service, the charge to the Customer is dependent upon where the work is performed to accomplish the requested change.
5. Unless otherwise indicated, rearrangements of trunks, channels or Switched Access Transport facilities will be treated as a discontinuance of the existing service and an installation of a new service and all applicable nonrecurring charges will apply as specified in 3.10, Rates and Charges, following.
6. All other changes to existing services will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charges reflected in 3.10, will apply for this work activity.

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**ACCESS SERVICE**

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.7 Rate Regulations, cont'd.****3.7.1 Types of Rates and Charges, cont'd.****1. Non-recurring Charges, cont'd.**G. Nonrecurring Charges for Service Rearrangements, cont'd.

7. The following administrative changes will be made without charge to the Customer. However, if the Customer's request requires technician or engineering work to be performed, additional labor or engineering charges will apply as set forth in Section 3.10, Rates and Charges, following. Such changes require the continued provision and billing of the Access Service to the same entity (i.e., Customer remains responsible for all outstanding indebtedness for the Access Service). Administrative changes are as follows:
- change of Customer name, (i.e., the Customer of record does not change but rather the Customer of record changes its name, e.g., ABC Communications to All Business Concepts Communications),
  - change of Customer's or Customer's end user premises address when the change of address is not a result of a physical relocation of the service,
  - change in billing data (name, address, and contact name or telephone number),
  - change of Customer circuit identification where there is no technician travel
  - change in agency authorization,
  - change of Customer's or Customer's end user contact name or contact telephone number,
  - change in jurisdiction where there is no technician travel involved
  - change in Customer test line number,
  - change in customer billing account number.
8. Rearrangements of Switched Access features will incur nonrecurring charges specific to the feature being rearranged.

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**ACCESS SERVICE**

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.7 Rate Regulations, cont'd.****3.7.1 Types of Rates and Charges, cont'd.****1. Non-recurring Charges, cont'd.**H. Nonrecurring Charges for Moves

A move of services involves a change in the physical location of one of the following:

- The point of termination at the Customer's premises
- The Customer's premises

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below.

## 1. Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum service period requirements.

## 2. Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum service period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum service period charges for the discontinued service.

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**ACCESS SERVICE**

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.7 Rate Regulations, cont'd.**

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**3.7.1 Types of Rates and Charges, cont'd.****2. Monthly Recurring Charges**

Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided, regardless of the rate element usage. Monthly Recurring Charges may be either distance-sensitive or non-distance sensitive. For billing purposes, each month is considered to have 30-days.

**A. Switched Access Transport****1. Direct-Trunked Transport**

For each Direct-Trunk Transport facility provided, the following rates apply:

- a fixed monthly Facility Termination rate
- a monthly rate per mile

**2. Tandem Routed (Common) Transport**

Includes both non-distance and distance sensitive charges and is assessed monthly on a per access minute-of-use basis.

Transport Mileage – includes the distance sensitive portion of Switched Transport and is assessed monthly on a per access minute-of-use, per mile basis.

**B. Multiplexing**

A monthly rate applies to the multiplexing feature as follows:

- For the DS3 to DS1 multiplexer, a monthly rate always applies and is applied on a per arrangement basis.
- For DS1 to DS0 multiplexing, a monthly rate applies on a per System Arrangement basis.

**C. 900 SAC Carrier Identification Code (CIC) Activation**

The CIC applies on a per completed call basis for the functionality used to identify the access Customer to whom the call is to be delivered.

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**ACCESS SERVICE**

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.7 Rate Regulations, cont'd.****3.7.1 Types of Rates and Charges, cont'd.****3. Usage Rates**

Usage rates are rates that apply only when a specific rate element is used. These rates are applied on a per Access Minute of use or per mile basis or on a per call or query basis. Usage charges are accumulated over a monthly period.

**3.7.2 Description and Application of Rates****1. Determination of Intrastate Charges for Mixed Interstate and Intrastate Switched Access**

Provision for Determination of Intrastate Charges for Mixed Interstate Access are as set forth in 2.2.10, preceding.

**2. NXX Translation Nonrecurring Charge**

The NXX translation Nonrecurring Charge, as set forth in 3.10, Rates and Charges, shall apply to each 900 NXX code activated or deactivated in a Company switch.

**3. Measuring Access Minutes****A. Feature Group D Usage Measurement**

For Originating calls over FGD, usage measurement begins when the last point of switching sends the initial address message to the Customer.

The measurement of originating call usage over FGD ends when the originating FGD entry switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the point of termination, whichever is recognized first by the entry switch.

(M) Certain material previously appearing on this page has been moved to 2<sup>nd</sup> Revised Page 52.

(M) Certain material appearing on this page previously appeared on 1<sup>st</sup> Revised Page 52.

**ACCESS SERVICE**

**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.7 Rate Regulations, cont'd.**

**3.7.2 Description and Application of Rates, cont'd.**

**3. Measuring Access Minutes, cont'd.**

A. Feature Group D Usage Measurement

For terminating calls over FGD, the measurement of access minutes begins when the terminating FGD entry switch receives answer supervision from the terminating end user's end office, indicating that the terminating end user has answered.

The measurement for terminating call usage over FGD ends when the terminating FGD entry switch receives disconnect ends supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the entry switch.

B. Rounding Recorded Access Minutes

FGD access minutes or fractions thereof (the exact value of the fraction being a function of the switch technology where the recording is made) are accumulated over the billing period for each end office and are then rounded to the nearest access minute for each end office.

**4. 8XX Data Base Query Service**

Query usage charges for 8XX Data Base Query Service are as set forth in 3.10, Rates and Charges, following.

**5. FGD Switched Access Service with 950-XXXX**

When a Customer orders FGD Switched Access Service with 950-XXXX Access, to be included with the installation of new FGD Switched Access facilities, appropriate Switched Access Installation Charges and Switched Access Ordering Charges will apply.

When a Customer orders FGD Switched Access Service with 950-XXXX Access to be added to an existing FGD Switched Access service, only the Switched Access Ordering Charge and the Design Change Charge will apply for the addition of this optional end office service arrangement.

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(M) Certain material previously appearing on this page has been moved to 2<sup>nd</sup> Revised Page No. 51.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

**3.8 Special Construction**

Special construction or arrangement of facilities may be undertaken by the Company on a reasonable efforts basis at the request of the Customer, and upon a determination by the Company that such charges should apply in that particular instance. Special Construction cases/rates are on an Individual Case Basis. Special Construction is undertaken:

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**ACCESS SERVICE**

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.9 Additional Labor and Maintenance of Service Charges**

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1. This service provides for the Labor and Material charges associated with installation, maintenance, testing and repair deemed to be associated with equipment and facilities not provided by the Company or deemed to be non-standard or non-routine.
2. The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer Time and Material Charges listed in Section 3.10, Rates and Charges, following, for any maintenance visits with respect to service problems, which are determined to arise from equipment or facilities not provided by Company.
3. When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of Time and Materials Charges as listed in Section 3.10, Rates and Charges, following, for the period of time from when the Company personnel were dispatched to the Customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.
4. If the Customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, and the Company agrees to perform the work, the Time and Material Charges listed in Section 3.10, Rates and Charges, following, will apply.
5. At the Customer's request, and upon agreement by the Company, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases Time and Material Charges listed in Section 3.10, Rates and Charges, following, 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 (may need to specify how the additional charges will be calculated).



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**SECTION 3 - SWITCHED ACCESS SERVICE (cont'd)**

**3.10 Rates and Charges, cont'd.**

**3.10.1 Tandem Access Transport**

**1. Usage Charges**

A. Fixed Per Minute of Use, per Month

<b>State</b>	<b>Originating and Terminating</b>
Arizona, Idaho, Iowa and Nebraska	<b>\$0.000276</b>
Arkansas, Kansas and Oklahoma	\$0.000100
California	\$0.000173
Connecticut	\$0.000145
Florida, Georgia and Louisiana	\$0.000548
Nevada	\$0.000416
Ohio	
Ohio <sup>1</sup>	\$0.000125
Rhode Island and Virginia	\$0.000000

(C)  
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 (C)

<sup>1</sup> Changes made to correct applicable zone pricing

**ACCESS SERVICE**

**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**

**3.10 Rates and Charges, cont'd**

**3.10.1 Tandem Access Transport, cont'd**

**1. Usage Charges, cont'd**

B. Per Mile, per Minute of Use, per Month

<b>State</b>	<b>Originating and Terminating</b>
Arizona, Idaho, Iowa & Nebraska	\$0.000030
Arkansas, Kansas and Oklahoma	\$0.000003
California	\$0.000015
Connecticut	\$0.000003
Florida, Georgia and Louisiana	\$0.000020
Nevada	\$0.000015
Ohio <sup>1</sup>	\$0.000014
Rhode Island and Virginia	<b>\$0.000002</b>

(D)

<sup>1</sup> Changes made to correct applicable zone pricing

## ACCESS SERVICE

## SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)

## 3.10 Rates and Charges, cont'd

## 3.10.2 Switched Transport

## 1. Direct Trunked Transport

## A. DS1, per DS1, per termination

State	Monthly Rates	
	Fixed	Per MI
Arizona, Idaho, Iowa and Nebraska		
Mile Bands		
> 0 to 8 MI	45.27	6.85
> 8 to 25 MI	57.50	7.23
> 25 to 50 MI	62.71	7.55
> 50 MI	69.05	7.92
Arkansas, Kansas & Oklahoma		
0 to 8 MI	4.80	0.00
> 0 to 8 MI	28.84	5.50
Connecticut (> 0 MI)	39.00	6.60
Florida, Georgia and Louisiana	86.40	16.00
Nevada	66.35	2.75
Ohio <sup>1</sup>	33.85	13.89
Rhode Island and Virginia	70.00	20.45

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(C)

## B. DS1, per Transport Channel

California (> 0 MI)		
0 MI	0	0
> 0 MI	29.21	3.75

<sup>1</sup> Changes made to correct applicable zone pricing

**ACCESS SERVICE**

**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**

**3.10 Rates and Charges, cont'd**

**3.10.2 Switched Transport, cont'd**

**1. Direct Trunked Transport, cont'd**

C. DS3, per DS3, facility termination

State	Monthly Rates	
	Fixed (\$)	Per MI (\$)
Arizona, Idaho, Iowa & Nebraska		
Mile Bands		
> 0 to 8 MI	186.43	38.70
> 8 to 25 MI	201.77	24.95
> 25 to 50 MI	219.84	25.47
> 50 MI	264.88	32.12
Arkansas, Kansas & Oklahoma		
California		
0 MI	0	0
> 0 MI	215.00	11.75
Connecticut (> 0 MI)		
Florida	972.54	97.25
Georgia	972.54	97.25
Louisiana	972.54	97.25
Nevada		
Ohio <sup>1</sup>	363.00	57.30
Rhode Island		
Virginia		

(D)  
(C)

<sup>1</sup> Changes made to correct applicable zone pricing

**ACCESS SERVICE**

**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**

**3.10 Rates and Charges, cont'd.**

**3.10.2 Switched Transport, cont'd.**

D. DS1, Non-recurring Charges, per DS1

State	Non-recurring Charges		
		1 <sup>st</sup> on ASR	Ea Add'l Same ASR
Arizona, Idaho, Iowa & Nebraska		412.28	42.64
Arkansas, Kansas & Oklahoma		408.00	314.00
California		450.00	132.44
Connecticut	290.00		
Florida	100.49		
Georgia	100.49		
Louisiana	100.49		
Nevada	40.00		
Ohio <sup>1</sup>	298.00		
Rhode Island	150.00		
Virginia	1.00		

(D)  
(C)

<sup>1</sup> Changes made to correct applicable zone pricing

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**ACCESS SERVICE**

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)**

**3.10 Rates and Charges, cont'd.**

**3.10.2 Switched Transport, cont'd.**

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(M) Certain material previously appearing on this page has been moved to 1<sup>st</sup> Revised Page 54.3.

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**ACCESS SERVICE**

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**SECTION 3 – SWITCHED ACCESS SERVICE, (CONT'D.)**

**3.10 Rates and Charges**

**3.10.2 Switched Transport**

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(M) Certain material previously appearing on this page has been moved to 1<sup>st</sup> Revised Page 54.3.

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**ACCESS SERVICE**

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)****3.10 Rates and Charges, cont'd.****3.10.3 Local Switching****1. Usage Charges, Monthly Recurring Charges**

State	End Office		Tandem Routed	
	Originating	Terminating	Originating	Terminating
Arizona, Idaho, Iowa and Nebraska	\$.002721	<b><i>\$0.001113 (R)</i></b>	\$.002721	<b><i>\$0.001113 (R)</i></b>
Arkansas, Kansas and Oklahoma	\$.003463	<b><i>\$0.002299 (R)</i></b>	\$.003463	<b><i>\$0.002299 (R)</i></b>
California	\$.007316	<b><i>\$0.002368 (R)</i></b>	\$.007316	<b><i>\$0.002368 (R)</i></b>
Connecticut	\$.004533	<b><i>\$0.001869 (R)</i></b>	\$.004533	<b><i>\$0.001869 (R)</i></b>
Florida, Georgia and Louisiana	\$.002926	<b><i>\$0.001775 (R)</i></b>	\$.002926	<b><i>\$0.001775 (R)</i></b>
Nevada	\$.004493	<b><i>\$0.001905 (R)</i></b>	\$.004493	<b><i>\$0.001905 (R)</i></b>
Ohio	\$.003487	<b><i>\$0.001827 (R)</i></b>	\$.003487	<b><i>\$0.001827 (R)</i></b>
Rhode Island	\$.004094	<b><i>\$0.001906 (R)</i></b>	\$.004094	<b><i>\$0.001906 (R)</i></b>
Virginia	\$.004094	<b><i>\$0.001931 (R)</i></b>	\$.004094	<b><i>\$0.001931 (R)</i></b>

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Atlanta, Georgia 30328

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**ACCESS SERVICE**

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D.)****3.10 Rates and Charges, cont'd.****3.10.4 Optional Services****1. Multiplexing**

<u>State</u>	<u>DS3 to DS1. per Multiplexer</u>			
	<u>Monthly Rates</u>	<u>Nonrecurring Charges Initial</u>	<u>Subsequent</u>	
Arizona	252.37	200.00	200.00	
Arkansas	815.00	202.00	202.00	
California	281.00	N/A	N/A	
Connecticut	488.00	N/A	N/A	
Florida	<b>760.00</b>	145.45	584.80	(I)
Georgia	<b>760.00</b>	145.45	584.80	(I)
Idaho	252.37	200.00	200.00	
Iowa	252.37	200.00	200.00	
Kansas	815.00	202.00	202.00	
Louisiana	<b>760.00</b>	145.45	584.80	(I)
Nebraska	252.37	200.00	200.00	
Nevada	251.25	99.00	99.00	
Ohio	515.00	N/A	N/A	
Oklahoma	815.00	202.00	202.00	
Rhode Island	775.00	1.00	1.00	
Virginia	775.00	1.00	1.00	

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ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)

3.10 Rates and Charges, cont'd.

3.10.5 8XX Data Base Access Service

Per Query Rate -- All States \$0.0075

3.10.6 900 Service Access Service

State	Activated or Deactivated, Per EO Switch and TDM wherein translations are required	Monthly Recurring Charges	Nonrecurring Charges
AZ, IA, ID, NE	1 <sup>st</sup> 900 NXX code, per ASR		101.71
	Ea.Add'l, same ASR		23.86
	Per call	0.000994	
AR,KS,OK	1 <sup>st</sup> 900 NXX code, per ASR		78.65
	Ea.Add'l, same ASR		15.78
	Per call	0.0001	
CA		NA	
CT	1 <sup>st</sup> 900 NXX code, per ASR, per LATA		ICB
	Ea.Add'l, same ASR		ICB
	Per Call	ICB	
FL, GA, LA	1 <sup>st</sup> 900 NXX code, per ASR		65.42
	Ea.Add'l, same ASR		32.27
	Per MOU on FGD	N/A	
NV	Assembly of Route Pattern, per End Office Switch		\$40.00
	Per NXX Activation or Deactivation, per NXX Code		\$15.00
	Per Query	0.012072	
OH	1 <sup>st</sup> 900 NXX code, per ASR		18.00
	Ea.Add'l, same ASR		6.50
	Per Call	N/A	
RI	1 <sup>st</sup> 900 NXX code, per ASR, per LATA		470.00
	Ea.Add'l, same ASR		123.20
	Per Call	0.023	
VA	1 <sup>st</sup> 900 NXX code, per ASR, per LATA		470.00
	Ea.Add'l, same ASR		123.20
	Per Call	0.023	

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**ACCESS SERVICE**

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**SECTION 4 - DEDICATED TRANSPORT****4.1 General**

The Company provides **Interstate** Dedicated Transport Service at DS0 through OCN levels. (T)

**Dedicated Transport** Service provides a transmission path to connect Customer designated premises, either directly or through a Company Hub where bridging, multiplexing functions are performed. (T)

**Dedicated Transport** Service is dedicated to the Customer and the entire usable bandwidth for each service is intended for their exclusive use. **Dedicated Transport** Service includes all exchange access not utilizing Company end office switches. All connections provided by Cox **Dedicated Transport** Service are provided as digital. (T)

ACCESS SERVICE

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SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

4.1 General (Cont'd.)

4.1.2 On-Net v. Off-Net

On-Net Services are those which connect two locations which are both directly served by the Company's network. Pricing and regulations pertaining to On-Net Services are described in this tariff.

(T)

Off-Net Services are those where one or more locations to be connected is not served directly by the Company's network. Off-Net Service must be provisioned, in part, by another local access provider. In the instances where the Company is able to provide Off-Net Services, the performance parameters and pricing of the Off-Net Services will be passed through to the Customer.

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**ACCESS SERVICE**

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**SECTION 4 - DEDICATED TRANSPORT (CONT'D.)****4.2 Standard Pricing Plan Description****4.2.1 Recurring Charges**

Recurring Charges are monthly charges applied on a city-specific basis. Recurring charges apply to Two Point Service.

Recurring charges for Two Point Service will vary based on the locality of service, capacity of service, the distance of service and the term plan selected. Two Point Service recurring charges are applied on a circuit basis and reflect complete end-to-end charges.

**A. Channel Termination**

The Channel Termination rate category provides for the communications path between a customer designated premises and the serving wire center of that premises.

**B. Channel Mileage**

The Channel Mileage rate category provides for the end office equipment and transmission channel between the serving wire center associated with the two customer premises.

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**ACCESS SERVICE**

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**SECTION 4 - DEDICATED TRANSPORT (CONT'D.)****4.2 Standard Pricing Plan Description (Cont'd.)****4.2.1 Recurring Charges (Cont'd.)****C. Optional Features and Functions**

Optional Features and Functions may be added to a special access service to improve its quality or utility to meet the customer's specific communications requirements. These are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics which may be obtained.

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**ACCESS SERVICE**

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**SECTION 4 - DEDICATED TRANSPORT (CONT'D.)****4.2 Standard Pricing Plan Description (Cont'd.)****4.2.2 Nonrecurring Charges**

Nonrecurring Charges (NRC) are one-time only charges that apply on a city-specific basis. NRCs may be waived for certain promotions and under the specific terms of individually negotiated contract services.

**4.2.3 Termination Liability**

Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will be equal to:

- 50% of the balance of the total billing payable during the remaining life of the term, plus
- all unpaid Non-Recurring charges, or Non-Recurring charges waived in connection with a term offering; plus
- any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer.

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ACCESS SERVICE

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SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

4.2 Standard Pricing Plan Description (Cont'd.)

[Reserved for Future Use]

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**ACCESS SERVICE**

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**SECTION 4 - DEDICATED TRANSPORT (CONT'D.)****4.3 Service Descriptions****4.3.1 DS3 Service**

DS3 Service is a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data have a line code of bipolar with three zero substitution (B3ZS). DS3 Service has the equivalent capacity of 28 DS1 Services at 1.544 Mbps or 672 Voice Grade Services at 56/64 Kbps.

(D)  
(D)**4.3.2 DS1 Service**

DS1 Service is a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having signal format of either Alternate Mark Inversion (AMI) or Bipolar 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe formats. DS1 Service has the equivalent capacity of 24 Voice Grade services or 24 DS0 services. AMI can support 24 56Kpbs channels and B8ZS can support 24 64Kbps channels.

**4.3.3 [Reserved for Future Use]**(D)  
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ACCESS SERVICE

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SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

4.3 Service Descriptions (Cont'd.)

4.3.4 [Reserved for Future Use]

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ACCESS SERVICE

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SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

4.3 Service Descriptions (Cont'd.)

4.3.5 [Reserved for Future Use]

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ACCESS SERVICE

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## SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

## 4.3 Service Descriptions (Cont'd.)

## 4.3.6 Special Construction

Special construction or arrangement of facilities may be undertaken on a reasonable effort basis at the request of the Customer, and upon a determination by the Company that such charges should apply in that particular instance. Special Construction cases/rates are on an Individual Case Basis. Special Construction is undertaken:

- A. where facilities are not presently available,
- B. where the service is of a type other than that which the Company would normally utilize in the furnishing of its service;
- C. where the service is requested over a route other than that which the Company would normally utilized in the furnishing of its services;
- D. where the service is in a quantity greater than that which the Company would normally provide
- E. where service is requested on an expedited basis
- F. where service is requested on a temporary basis until permanent facilities are available;
- G. where the service requested involves abnormal costs; or
- H. where service is requested in advance of the Company's normal construction schedule.

## ACCESS SERVICE

## SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

## 4.3 Service Descriptions (Cont'd.)

## 4.3.7 Labor and Material (T)

1. This service provides for the Labor and Material Charges associated with installation, maintenance, testing and repair deemed to be associated with equipment and facilities not provided by the Company or deemed to be non-standard or non-routine. (T)
2. The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer Labor and Material Charges for any maintenance visits with respect to service problems, which are determined to arise from equipment or facilities not provided by Company. (T)
3. When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of Labor and Materials Charges for the period of time from when the Company personnel were dispatched to the Customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time. (T)
4. If the Customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, and the Company agrees to perform the work, Labor and Material Charges will apply. (T)
5. At the Customer's request, and upon agreement by the Company, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases Labor and Material Charges 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 (may need to specify how the additional charges will be calculated). (T)
6. Labor and Material Charges addressed in this section shall be billed on an ICB basis. (N)

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**ACCESS SERVICE**

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**SECTION 4 - DEDICATED TRANSPORT (CONT'D.)**

**4.3 Service Rate Descriptions (Cont'd.)**

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Cox Communications  
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SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

4.4 Rate Schedule - (On-Net Services) (Cont'd.)

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SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

4.4 Rate Schedule - (On-Net Services) (Cont'd.)

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SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

4.4 Rate Schedule - (On-Net Services) (Cont'd.)

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SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

4.4 Rate Schedule - (On-Net Services) (Cont'd.)

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**SECTION 4 - DEDICATED TRANSPORT (CONT'D.)**

**4.4 Rate Schedule - (On-Net Services) (Cont'd.)**

Cox Special Access Services are available on an individual case basis.

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**SECTION 4 - DEDICATED TRANSPORT (CONT'D.)**

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**SECTION 4 - DEDICATED TRANSPORT (CONT'D.)**

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**SECTION 4 - DEDICATED TRANSPORT (cont'd)**

(D)

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**ACCESS SERVICE****SECTION 5 - MISCELLANEOUS CHARGES****5.1 End User Common Line**

The Company recovers some of the costs of the telephone line or trunk connected to the customer's premises through a monthly charge called the End User Common Line Charge. The End User Common Line charge is a monthly, flat-rated charge assessed to end users for each local exchange service line or trunk. The End User Common Line charge will be based on a monthly snapshot of end user accounts. Fractional debits or credits will be assessed for partial months due to service installs and disconnects. For residential customers the Access Recovery Fee is included in the End User Common Line charge.

When a customer is provided more than one local business exchange service in a state by the same Company, the EUCL Multi-line Business Subscriber rates are assessed for each line.

**Monthly Charges:**

	RESIDENTIAL		BUSINESS			
	Primary* per line or trunk	Non-* Primary per line or trunk	Single Line per line or trunk	Centrex per line or trunk	Multi-line per line or trunk	ISDN PRI per facility
Arkansas	\$6.17	\$6.17	<b>\$7.67(I)</b>	\$8.25	<b>\$9.25(I)</b>	<b>\$46.25(I)</b>
Arizona	\$7.10	\$7.10	<b>\$7.98(I)</b>	\$8.25	<b>\$9.25</b>	<b>\$46.25(I)</b>
California						
-San Diego	\$4.90	\$4.90	<b>\$7.50(I)</b>	\$8.25	<b>\$9.25(I)</b>	<b>\$46.25(I)</b>
-Orange Co.-AT&T	\$4.90	\$4.90	<b>\$8.26(I)</b>	\$8.25	<b>\$9.25(I)</b>	<b>\$46.25(I)</b>
-Orange Co.-VZ	\$6.62	\$6.62	<b>\$8.26(I)</b>	\$8.25	<b>\$9.25(I)</b>	<b>\$46.25(I)</b>
-Santa Barbara	\$6.62	\$6.62	<b>\$7.50(I)</b>	\$8.60	<b>\$9.60(I)</b>	<b>\$48.00(I)</b>
Connecticut	\$6.27	\$6.27	<b>\$7.50(I)</b>	\$8.25	<b>\$9.25(I)</b>	<b>\$46.25(I)</b>
Florida	\$7.00	\$7.25	<b>\$7.50 (I)</b>	\$8.25	<b>\$9.25(I)</b>	<b>\$46.25(I)</b>
Georgia	\$7.00	\$7.33	<b>\$7.50(I)</b>	\$8.25	<b>\$9.25(I)</b>	<b>\$ 46.25(I)</b>
Idaho	\$6.51	\$6.51	<b>\$7.50(I)</b>	\$8.25	<b>\$9.25(I)</b>	<b>\$46.25(I)</b>
Iowa	\$4.96	\$4.96	<b>\$7.50(I)</b>	\$8.25	<b>\$9.25(I)</b>	<b>\$46.25(I)</b>
Kansas	\$6.17	\$6.17	<b>\$7.67(I)</b>	\$8.25	<b>\$9.25(I)</b>	<b>\$46.25(I)</b>
Louisiana						
- New Orleans	\$7.00	\$7.36	<b>\$8.00(I)</b>	\$8.25	<b>\$9.25(I)</b>	<b>\$46.25(I)</b>
- Greater LA	\$7.00	\$7.36	<b>\$8.00(I)</b>	\$8.25	<b>\$9.25(I)</b>	<b>\$46.25(I)</b>
Nebraska	\$5.19	\$5.19	<b>\$7.50(I)</b>	\$8.25	<b>\$9.25(I)</b>	<b>\$46.25(I)</b>
Nevada	\$3.90	\$3.90	<b>\$7.50(I)</b>	\$8.25	<b>\$9.25(I)</b>	<b>\$46.25(I)</b>
Ohio	\$5.92	\$5.92	<b>\$7.50(I)</b>	NA	<b>\$9.25(I)</b>	<b>\$46.25(I)</b>
Oklahoma	\$6.28	\$6.28	<b>\$7.50(I)</b>	\$8.25	<b>\$9.25(I)</b>	<b>\$46.25(I)</b>
Rhode Island	\$6.54	\$6.54	<b>\$7.50(I)</b>	\$8.25	<b>\$9.25(I)</b>	<b>\$46.25(I)</b>
Virginia						
-Hampton Roads	\$6.41	\$6.41	<b>\$9.25(I)</b>	\$8.25	<b>\$9.25(I)</b>	<b>\$46.25(I)</b>
-Northern VA	\$6.41	\$6.41	<b>\$9.25(I)</b>	\$8.25	<b>\$9.25(I)</b>	<b>\$46.25(I)</b>
-Roanoke	\$6.41	\$6.41	<b>\$9.25(I)</b>	\$8.25	<b>\$9.25(I)</b>	<b>\$46.25(I)</b>

\* Includes Access Recovery Charge (ARC)

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ACCESS SERVICE

SECTION 5 - MISCELLANEOUS CHARGES

5.2 Access Recovery Fee

Business Customers assessed an End User Common Line Charge will be assessed a flat-rated, monthly Access Recovery Fee (**ARF**) as specified following. ARFs will be billed to the associated end user or reseller of the local exchange services, with the exception of those customers who participate in the Lifeline Assistance Program.

Monthly Charges:

BUSINESS CUSTOMERS							
Single Line per line or trunk	Multi-line per line or trunk per month (capped at \$10.00 per account)	Centrex Legacy Trunks first 1-24 talk paths per month (capped at \$10.00 per account per month)	Subsequent 24 talk path increments or subset thereof per month (no cap)	Centrex IP and SIP Trunks first 1-24 talk paths per month (capped at \$5.00 per account per month)	Subsequent 24 talk path increments or subset thereof per month (no cap)	ISDN PRI and T1 Per facility per month (no cap)	
All States	\$1.00	\$ 2.00	\$2.00	\$10.00	\$1.00	\$5.00	\$5.00

(T)



ACCESS SERVICE

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SECTION 5 - MISCELLANEOUS CHARGES

5.3 PIC Change Charge

Nonrecurring Charge per Change: \$5.00

5.4 Billing Name and Address

5.4.1 Service Description

Billing Name and Address (BNA) service provides account detail of the Company's customers to interexchange carriers, operator service providers, enhanced service providers, and any other provider of interstate telecommunications services.

BNA service charges also apply to record verification requests by customers.

(N)  
(N)

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ACCESS SERVICE

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## SECTION 5 - MISCELLANEOUS CHARGES

## 5.3 Billing Name and Address (Cont'd)

## 5.4.2 General

- A. Upon acceptance of an order for BNA service, the Company will furnish account detail for each working number submitted. Account detail consists of current data base information including the end user's billing name and billing address.
- B. Only current information which resides in the Company's data base will be provided. Customers ordering BNA service must accept BNA account detail on an Aas is@ basis.
- C. The Company will specify the location where requests for BNA service are to be received, and the format in which the requests are to be provided.

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ACCESS SERVICE

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## SECTION 5 - MISCELLANEOUS CHARGES

## 5.3 Billing Name and Address (Cont'd)

## 5.4.2 General (Cont'd)

- D. The subscribing customer must agree that BNA information will not be resold or otherwise provided to any other person, corporation, partnership or entity, other than Customer's authorized billing agent, and that Billing Name and Address shall be used by Customer or Customer's authorized billing agent solely for:
1. Billing its customers for using Customer's telecommunications services.
  2. Any purpose associated with the equal access requirement of United States v. AT&T, 552 F. Supp. 131 (D.D.C. 1982).
  3. Verification of service orders of new customers, identification of customers who have moved to a new address, fraud prevention, and similar nonmarketing purposes.

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ACCESS SERVICE

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## SECTION 5 - MISCELLANEOUS CHARGES

5.4 Billing Name and Address (cont'd)

## 5.4.2 General (Cont'd)

- E. For calling card calls and collect and third party billed calls, Billing Name and Address for ANI service is not available on accounts of nonpublished/unlisted end users who, by request to the Company (which request may be submitted at any time), have specified that such information not be released.
- F. BNA service information will be provided by the Company in standard paper format via facsimile or first class U.S. mail.
- G. The Company will provide Billing Name and Address for ANI data no later than ten (10) business days from the date of receipt of the customer's request. Availability of data may be delayed if errors exist in the request received from the customer.
- H. In situations where the customer requests more than forty (40) BNA records on a single order, the Company will provide the requested BNA information in a time frame mutually agreed to by the customer and the Company.

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ACCESS SERVICE

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## SECTION 5 - MISCELLANEOUS CHARGES

## 5.3 Billing Name and Address (Cont'd)

## 5.4.2 General (Cont'd)

## 5.4.3 Rate Regulations

The number of BNA records for which charges apply will be accumulated by the Company, and billed to the customer on a monthly basis at the rates set forth in 5.4.4 following.

## 5.4.4 Rates and Charges

Billing Name and Address for ANI

-	Per <b>ANI</b> Request, per record	\$1.00	(T)
-	Per record verification request, per record	\$1.00	(N) (N)

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**ACCESS SERVICE**

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**SECTION 5 - MISCELLANEOUS CHARGES****5.5 Federal Universal Service End User Charge**

In connection with the FCC's Universal Service Orders, Cox will pay a percentage of its retail revenues to support the Universal Service Fund (USF). Cox will pass-through the USF assessment to its customers by assessing a charge applicable against all retail interstate and international charges, including usage and non-usage charges. This surcharge is in addition to standard usage charges and any applicable service charges and surcharges associated with the Company's service. The Company's Universal Service Fee factor will match the relevant quarterly Universal Service Contribution Factor approved by the FCC rounded up to the nearest tenth of a percent. Universal Service Contribution Factors are available at [www.fcc.gov/ccb/universal\\_service/quarter.html](http://www.fcc.gov/ccb/universal_service/quarter.html).

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(C)

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**ACCESS SERVICE**

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**SECTION 6 – RESERVED FOR FUTURE USE**

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**ACCESS SERVICE**

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**SECTION 7 – RESERVED FOR FUTURE USE**

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Director, Regulatory Affairs  
Cox Communications  
1400 Lake Hearn Drive, Atlanta, Georgia 30319

FCC0954



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**ACCESS SERVICE**

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**SECTION 8 - RESERVED FOR FUTURE USE**

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**ACCESS SERVICE**

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**SECTION 8 - RESERVED FOR FUTURE USE**

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**ACCESS SERVICE**

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**SECTION 8 - RESERVED FOR FUTURE USE**

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**SECTION 8 - RESERVED FOR FUTURE USE**

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**ACCESS SERVICE**

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**SECTION 9 - ORDERING OPTIONS FOR COX SWITCHED AND  
SPECIAL ACCESS SERVICE****9.1 General****9.1.1 Scope**

1. This section sets forth the regulations and order related charges for Access Service Requests ("ASRs") for Cox Switched **Access** and **Dedicated Transport** services. These charges are in addition to other applicable charges as set forth in other sections of this Tariff. (T)
2. An ASR is an order to provide the Customer with Cox Switched Access or **Dedicated Transport** service or to provide changes to existing services. (T)  
(T)

**9.1.2 Ordering Conditions**

1. A Customer may request any number of services of the same type and between the same locations on a single ASR. All details for services for a particular ASR must be identical.
2. The Customer shall provide all information necessary for Cox to provide and bill for the requested service. In addition to the information required in 9.2, Access Orders, following, the Customer must also provide:
  - Customer name and premises address(s).
  - Billing name and address (when different from customer name and address).
  - Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.
3. ASRs for Cox Switched FGD shall be in trunks.



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**ACCESS SERVICE**

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**SECTION 9 - ORDERING OPTIONS FOR COX SWITCHED AND  
SPECIAL ACCESS SERVICE****9.1 General (Cont'd)****9.1.2 Ordering Conditions (Cont'd)**

4. The day upon which the Customer has provided to Cox a firm commitment for the service and complete and accurate information to allow for the processing of the ASR by three o'clock p.m. Eastern Time (ET)<sup>6</sup> is the Application Date.

At the Customer's request, when the Cox facility availability is verified, either a Firm Order Confirmation ("FOC"), which will include critical date information, or a Design and Ordering Confirmation, which will include design as well as critical date information, will be released. Critical date information will include the Service Date. The Service Date is the date service is to be made available to the Customer and billing will commence.

**9.1.3 Provision of Other Services**

1. Additional Labor and Special Facilities Routing shall be ordered with an ASR as set forth in 3.2 following. The rates and charges for these services, as set forth in other sections of this Tariff, will apply in addition to the ordering charges set forth in this section and the rates and charges for the ASR with which they are associated. (T)
2. With the agreement of the Company, the items listed in A. preceding may subsequently be added to the ASR at any time, up to and including the service date for the Access Service. When added subsequently, charges for a design change as set forth in 9.2.3, Access Order Modifications, following will apply when an engineering review is required.
3. Additional **Labor** is not an ordering option, but will be applied to an Access Order when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional **Labor** will only be required as set forth in Sections 3 and 4 of this Tariff. When it is required, the Customer will be so notified and will be furnished with a written statement setting forth the justification for the Additional **Labor** as well as an estimate of the charges. If the Customer agrees to the Additional **Labor**, a firm order will be established. If the Customer does not want the service or facilities after being notified that Additional **Labor** of Company facilities is required, the order will be withdrawn and no charges will apply. Once a firm order has been established, the total charge to the Customer for the Additional **Labor** may not exceed the estimated amount by more than 10 percent. (T)  
(T)  
(T)  
(T)  
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<sup>6</sup> ASRs received after three o'clock p.m. ET will be processed the next business day, which will be the Application Date.

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**ACCESS SERVICE**

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**SECTION 9 - ORDERING OPTIONS FOR COX SWITCHED AND  
SPECIAL ACCESS SERVICE****9.1 General (Cont'd)****9.1.3 Provision of Other Services, cont'd.**

4. The regulations, rates and charges for **Labor and Materials** are as set forth in Sections 3 and 4 of this Tariff and are in addition to the regulations, rates and charges specified in this section. (T)

**9.1.4 Special Construction**

1. Special Construction is not an ordering option, but may be applied to an Access Order when the Company determines special construction is necessary to accommodate a Customer request. When special construction is required, the Customer will be so notified and will be furnished with a written statement setting forth the justification for the special construction as well as an estimate of the charges. If the Customer agrees to the special construction, a firm order will be established. If the Customer does not want the service or facilities after being notified that special construction is required, the order will be withdrawn and no charges will apply. The regulations, rates and charges for Special Construction are set forth in Sections 3 and 4 of this Tariff and are in addition to the regulations, rates and charges specified in this section.

**9.2 Access Service Request**

An Access Service Request ("ASR") is used by the Company to provide to an IC Access Service as follows:

- Switched Access services as set forth in Section 3, of this Tariff.
- **Dedicated Transport** as described in Section 4, of this Tariff.
- Other Services as set forth in 9.1.3, Provision of Other Services, preceding. (T)

- 9.2.1** When placing an order for Access Service, the **Customer** must provide, at a minimum, the following information:

For Switched Access FGD service, the IC shall specify:

1. The number of Switched Access FGD trunks

- For trunks ordered to an end office, the end office;
- An estimate of the amount of traffic it will generate to and/or from each end office (to assist the Company in its own efforts to project further facility requirements);

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**ACCESS SERVICE**

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**SECTION 9 - ORDERING OPTIONS FOR COX SWITCHED AND  
SPECIAL ACCESS SERVICE****9.2 Access Service Request, cont'd.****9.2.1.1. cont'd.**

- Switched Access Transport Options, if any;
  - Local Switching Options, if any;
  - the traffic type using the categories specified in Section 3 of this Tariff, to enable efficient provisions and billing functions;
  - provide Connecting Facility Assignment (CFA), if associated with a high capacity facility.
2. For Switched Access FGD with 64 Clear Channel Capability (CCC), in addition to the information listed in 1 preceding, the Customer shall specify 64 CCC Local Switching Options, if any.

**3. Traffic Engineering Responsibilities**

The Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

**4. Switched 8XX Toll Free Dialing Option**

For Switched 8XX Toll Free Dialing Option service as described in Section 3, of this Tariff, the Customer shall order in the same manner which is set forth preceding for ordering Switched FGD.

The Customer is also responsible for reporting to the Company the percent interstate usage (PIU) for Switched 8XX Toll Free Dialing Option service as set forth in Section 2.20.7, ASR Requirements and 2.20.8, Jurisdictional Report Requirements, of this Tariff.

5. For Cox Switched 900 service, the **Customer** shall order in the same manner which is set forth in Section 3 preceding, for ordering Cox Switched FGD Service with the following exception. The **Customer** must order Cox Switched FGD to all access tandems or direct connections to all end offices. (T) (T)

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**ACCESS SERVICE**

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**SECTION 9 - ORDERING OPTIONS FOR COX SWITCHED AND  
SPECIAL ACCESS SERVICE****9.2 Access Service Request, cont'd.****9.2.1 cont'd.****6. Special Access Service and Switched Transport Service**

For all **Dedicated Transport** services the Customer must specify the Customer premises and end user premises, the channel type, the channel interface, technical specification package and options desired. (T)

For Switched Transport services, the Customer must specify the Customer premises, MUX location, if applicable, the customer service location, if applicable, and Cox end office the channel type, the channel interface and any options desired.

7. The Company shall determine whether special construction charges apply and will so notify the Customer prior to establishing a firm order.

**9.2.2 Access Service Request - Service Date Intervals****1. Access Service is provided with one of the following Service Date Intervals:****A. Standard Interval**

- The Company shall publish, and make available to all Interexchange Carriers, a schedule of Standard Intervals applicable for Switched and Special Access services. The schedule shall specify which services and the quantities of services that can be provided within the standard intervals.
- Access Services provided in a Standard Interval will be installed during Company business days and standard work hours. If a Customer requests that installation be done outside of scheduled work hours, and the Company agrees to this request, the Customer will be subject to applicable Additional Labor Charges as set forth in Sections 3 and 4 of this Tariff. If a Customer requests that installation be performed on an expedited basis, expedite charges will apply on an ICB basis. (N)  
(N)

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**ACCESS SERVICE**

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**SECTION 9 - ORDERING OPTIONS FOR COX SWITCHED AND  
SPECIAL ACCESS SERVICE****9.2 Access Service Request, cont'd.****9.2.2 Access Service Request - Service Date Intervals, cont'd.****2. Negotiated Interval**

- a. The Company will negotiate a service date interval with the Customer when
  - (1) There is no Standard Interval for the service, or
  - (2) The Customer requests a service date beyond the applicable Standard Interval service date.
- b. The Company will offer a service date based on the type and quantity of access services the Customer has requested. The negotiated interval will be established at the Companies discretion when there is no standard interval.
- c. All part-time Program Audio services are provided with a Negotiated Interval. Each service is subjected to a service inquiry. A service inquiry is a request to the Company to determine if facilities exist to provide the service ordered and to determine the service dates on which service can be provided to the Customer.

**9.2.3 Access Service Request - Modification**

- 1. The Customer may request a modification of its Access Service Request ("ASR") prior to the service date. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. If the modification cannot be made with the normal work force during normal business hours, the Company will notify the Customer. If the Customer still desires the Access Order modification, the Company will schedule a new service date. All charges for ASR modification will apply on a per occurrence basis.
- 2. Any increase in the number of **Dedicated Transport** service channels or Switched Access service trunks or Switched Transport Facilities connections will be treated as a new ASR (for the increased amount only). (T)
- 3. If order modifications are necessary to satisfy the transmission performance for a **Dedicated Transport** service ordered by a Customer, these changes will be made without order modification charges being incurred by the Customer. (T)

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**ACCESS SERVICE**

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**SECTION 9 - ORDERING OPTIONS FOR COX SWITCHED AND  
SOCIAL ACCESS SERVICE****9.2 Access Service Request, cont'd.** (T)**9.2.3 Access Service Request - Modification, cont'd.** (T)**4. Service Date Change Charge**

- A. **ASR** service dates may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company with appropriate cancellation charges applied. (T)
- B. Failure to notify the Company prior to the original service date to request a different service date may result in the application of a Service Date Change-Additional Dispatch Charge for installations, moves and rearrangement of services. (T)

If a Company technician is dispatched to the customer's premises on the scheduled service date and the customer has failed to notify the Company before three o'clock p.m. **ET** on the business day prior to the scheduled service date that it wishes to change the service date, the Company will delay the start of service pending negotiations with the Customer. If the Customer reschedules the service date, a supplement will be required and additional ASR submitted. A Service Date Change-Additional Dispatch Charge will apply in addition to a Service Date Change Charge as specified in 4C(a) following. If the Customer cancels the service date, cancellation charges will apply in accordance with terms and conditions for cancellation charges as set forth in 9.2.4, Cancellation of an Access Order, following. Additionally, charges set forth in 9.2.4 will also apply for cancellation of the order. Cancellation of the order will not preclude the application of the Service Date Change Charge and Service Date Change-Additional Dispatch Charge assessed for prior occurrences on the same order. (T)

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**ACCESS SERVICE**

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**SECTION 9 - ORDERING OPTIONS FOR COX SWITCHED AND  
SPECIAL ACCESS SERVICE****9.2 Access Order, cont'd.****9.2.3 Access Service Request - Modification, cont'd.****4. Service Date Change Charge**

C. A Service Date Change Charge will apply, on a per ASR, per occurrence basis, for each service date changed. The Service Date Change-Additional Dispatch Charge will apply for each occurrence of a technician dispatch to the customer's premises when the customer is not ready for service. The applicable charges are:

	<u>Nonrecurring Charge</u>
(a) Service Date Change Charge, per ASR	\$26.21
(b) Service Date Change-Additional Dispatch Charge, per Occurrence	\$150.00

5. For multiple orders with the same service date for the same Customer premises, only one Service Date Change-Additional Dispatch Charge will apply. However, a Service Date Change Charge will apply for each order.

**6. Partial Cancellation Charge**

Any decrease in the number of ordered **Dedicated Transport** services or Cox Switched services, will be treated as a partial cancellation.

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**ACCESS SERVICE**

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**SECTION 9 - ORDERING OPTIONS FOR COX SWITCHED AND  
SPECIAL ACCESS SERVICE****9.2 Access Service Request, cont'd.****9.2.3 Access Service Request - Modification, cont'd.****7. Design Change Charges**

A. The Customer may request a design change to the service ordered. A design change is any change to an ASR which requires engineering review. An engineering review is a review by Company personnel, of the service ordered and the requested changes to determine what changes in the design, if any, are necessary to meet the changes requested by the Customer. Design changes include such things as the addition or deletion of optional features or functions or a change in the type of Cox Switched Access Transport Termination, type of channel interface, type of Interface group or technical specification package. Design changes do not include a change of Customer terminal location, end user premises and end office switch. Changes of this nature will require the issuance of a new ASR and the cancellation of the original ASR with appropriate cancellation charges applied. The design charge will apply to all **Dedicated Transport** service Channels, or Cox Switched Access service lines, trunks or Cox Switched Access Transport facilities. (T)

B. The Company will review the requested change, notify the Customer whether the change is a design change, if it can be accommodated and specify if a new service date is required. If the Customer authorizes the Company to proceed with the design change, a Design Change Charge will apply. The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a design change.

C. The applicable charge is:

	Nonrecurring <u>Charge</u>
(a) Design change charge, per order	\$26.21

D. If a change of service date is required, the Service Date Change Charge as set forth in 9.2.3.4. preceding will also apply.



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**ACCESS SERVICE**

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**SECTION 9 - ORDERING OPTIONS FOR COX SWITCHED AND  
SPECIAL ACCESS SERVICE****9.2 Access Service Request, cont'd.****9.2.3 Access Service Request - Modification, cont'd.****8. Other Modification Charge**

Modifications other than those described above may be requested by the Customer *if* the modification can be accommodated and implemented by the Company, an Other Modification Change Charge will apply on a per order, per occurrence basis. (T)

The applicable charge is:

	Nonrecurring <u>Charge</u>
(a) Other Modification charge, per ASR, per Occurrence	\$26.21

**9.2.4 Cancellation of an Access Service Request**

1. A Customer may cancel an ASR for the installation of service at any time prior to notification by the Company that service is available for the Customer's use. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be cancelled. The verbal notice must be followed by written confirmation within two (2) business days. If the Customer does not provide written confirmation within two (2) business days after verbal notice is received by the Company, the Company will cancel the order and bill applicable cancellation charges as applicable.

If a Customer or an end user is unable to accept Access Service within 30 calendar days after the original service due date, the Customer has the choice of the following options.

- A. The ASR shall be cancelled and charges set forth in 9.2.4.B following will apply, or
- B. Billing for the service will commence.

In any event, the cancellation date or the date billing is to commence, (depending on which option is selected by the Customer) shall be the 31st day beyond the original service due date of the Access Order.

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**ACCESS SERVICE**

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**SECTION 9 - ORDERING OPTIONS FOR COX SWITCHED AND  
SPECIAL ACCESS SERVICE****9.2 Access Service Request, cont'd.** (T)**9.2.4 Cancellation of an Access Service Request, cont'd.** (T)

2. When a Customer cancels an **ASR** for the installation of service, a Cancellation Charge will apply: (T)

When the Customer cancels an **ASR**, a charge equal to the estimated costs incurred by the Company shall apply. (T)

Charges applicable as specified preceding are based on the estimated costs incurred by the Company at the time the order is cancelled. The estimated costs incurred are determined based on the costs incurred by the Company at the point that the ASR is cancelled.

3. When a Customer cancels an order for the discontinuance of service, no charges apply for the cancellation.

**9.2.5 Selection of Facilities for Access Service Requests** (T)

1. When a Customer **submits** an **ASR**, it may choose to utilize facilities it previously purchased. If the Customer has a high capacity interface, or has purchased a facility, the **Customer** must request that specific channels be used to implement the **ASR**. If a facility assignment is not provided by the Customer, the Company will provide the service from available inventory as discussed in 9.3, Available Inventory, following. (T)

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**ACCESS SERVICE**

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**SECTION 9 - ORDERING OPTIONS FOR COX SWITCHED AND SPECIAL ACCESS SERVICE****9.2 Access Service Request, cont'd.****9.2.6 Minimum Period**

1. Minimum Periods and Minimum Period Charges for services provided in this Tariff are as set forth in Section 2.3.4, preceding, of this Tariff.
2. Service Rearrangements and Transfer of Service as set forth in Sections 3 and 4 of this Tariff for Switched and **Dedicated Transport** services respectively, that do not result in either (1) a change in the minimum period requirements, or (2) a change in the Customer's end user's premises may be made without a change in minimum period requirements. (T)  
  
Nonrecurring charges for service rearrangements that will impact the minimum period obligations are as set forth in Section 3.7.1, for Switched Access Services and in section 4 for Dedicated **Transport** services (T)
3. Changes other than those identified in Sections 3 or 4 of this Tariff will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service. A new minimum period will be established for the new service. The Customer will also remain responsible for all outstanding minimum period obligations associated with the disconnected service.  
  
The changes listed following are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established.
  - A. A move to a different building as set forth in Sections 3 or 4 of this Tariff.
  - B. A change in type of service (i.e., Switched Access to **Dedicated Transport** or one type of **Dedicated Transport** to another, except as set forth in Section 3 of this Tariff). (T)
  - C. A change in the type of **Dedicated Transport** service local channel, Switched Entrance Facility or Optical Transport Access Service wavelength Channel. (T)
  - D. Change in Switched service traffic type.
  - E. Change from two-point to multipoint **Dedicated Transport** service or from multipoint to two-point Special Access service. (T)
4. A Customer may request disconnect of an access service at any time after the service has been established. The **Customer** must give the Company at least ten (10) business days written notice prior to the desired disconnect date. The ten (10) business days notice period will begin on the date the Company first receives the disconnect notification. (T)

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**ACCESS SERVICE**

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**SECTION 9 - ORDERING OPTIONS FOR COX SWITCHED AND  
SPECIAL ACCESS SERVICE****9.2 Access Service Request, cont'd.****9.2.6 Minimum Period, cont'd.**

5. When Access Service is discontinued prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. A disconnect date is the final date the Customer has use of the service. The Minimum Period Charge, for service provided with a one month minimum period will be determined as follows:
- A. For Switched Access Service, usage sensitive rate elements (i.e. Switched **Tandem** Transport and End Office Switching) the charge for a month is equal to the applicable rates for the actual usage for the month as set forth in Section 3.10 of this Tariff. (T)
  - B. For Switched Access Transport components which are not usage sensitive (i.e., Switched Access **Dedicated** Facility and Channelization Equipment), the charge for a month or fraction thereof is the applicable monthly rate for the service as set forth in Section 3.10 of this Tariff. (T)
  - C. For **Dedicated Transport** service, the charge for a month or fraction thereof is the applicable monthly rate for the service as set forth in Section 4, of this Tariff. (T)
6. The Minimum Period Charges for Switched Access FGD service will be as set forth in Section 3 of this Tariff.
7. All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

**9.2.7 Shared Use Facilities**

Shared Use occurs when Switched and **Dedicated Transport** services are provided over the same high capacity facility through a common interface. The facility may be ordered either as digital high capacity Switched Access or **Dedicated Transport services**. (T)

Billing will commence for the high capacity facility as soon as the facility is turned over to the Customer for use (i.e., on the service date). Such billing will include charges for the Channel Termination or Switched FGD Entrance Facility, the Channelization Equipment (i.e., the multiplexer) and the interoffice transport mileage, if any. Nonrecurring installation charges will also apply at this time. (T)

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**ACCESS SERVICE**

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**SECTION 9 - ORDERING OPTIONS FOR COX SWITCHED AND  
SPECIAL ACCESS SERVICE****9.3 Available Inventory**

Available inventory is limited and does not include facilities previously ordered. The Company will make every reasonable effort to maintain sufficient available inventory to provide Access Service in accordance with **Customer's** requested service date intervals. To the extent that service can be provided, **ASRs** will be satisfied from available inventory.

(T)  
(T)