
ACCESS SERVICE

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.

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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.

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		54.4*	6 th		

*New or Revised Sheet

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Transmittal Letter No. 83

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

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.

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101	2 nd				
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104	2 nd				
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106	1 ST				

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ACCESS SERVICE

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

ACCESS SERVICE

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.

ACCESS SERVICE

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.

ACCESS SERVICE

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

ACCESS SERVICE

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ACCESS SERVICE

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.

ACCESS SERVICE

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 or Customer Designated Location - 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.

ACCESS SERVICE

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.

ACCESS SERVICE

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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ACCESS SERVICE

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.

ACCESS SERVICE

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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ACCESS SERVICE

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.

ACCESS SERVICE

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.

ACCESS SERVICE

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

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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ACCESS SERVICE

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.

(C)

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ACCESS SERVICE

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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ACCESS SERVICE

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.

ACCESS SERVICE

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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ACCESS SERVICE

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]

ACCESS SERVICE

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.

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ACCESS SERVICE

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. (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.

ACCESS SERVICE

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);
- 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.

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 to Cox by the next billing cycle, or Cox will escalate the dispute as outlined in 2.11.2, following.

(T)

ACCESS SERVICE

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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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.

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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.

ACCESS SERVICE

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. Cox will credit the Customer's bill within sixty (60) days of the resolution of the dispute. (T)
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.
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 by the next billing due date after resolution of the dispute. (T)
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.

ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)**2.11 Claims and Disputes, cont'd.****2.11.3 Formal Dispute Resolution****(N)**

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

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.

ACCESS SERVICE

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.

ACCESS SERVICE

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.

ACCESS SERVICE

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.

ACCESS SERVICE

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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- 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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1400 Lake Hearn Drive, Atlanta, Georgia 30319 FCC0640

ACCESS SERVICE

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.

ACCESS SERVICE

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.

ACCESS SERVICE

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.

ACCESS SERVICE

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.

ACCESS SERVICE

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.

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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.

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ACCESS SERVICE

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

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.

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.)

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.

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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)

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.)

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.

(D)

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.)

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.

(N)

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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.)****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

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

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.

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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.

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ACCESS SERVICE

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

SECTION 3 – RESERVED FOR FUTURE USE

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SECTION 3 – RESERVED FOR FUTURE USE

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Issued by: Paul Cain, Director, Regulatory Affairs
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ACCESS SERVICE

SECTION 3 – RESERVED FOR FUTURE USE

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ACCESS SERVICE

SECTION 4 – RESERVED FOR FUTURE USE

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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			
	Per Line*	Single Line per line or trunk	Centrex per line or trunk	Multi-line per line or trunk	ISDN PRI per facility
Arkansas	\$6.00	\$7.67	\$8.25	\$9.25	\$46.25
Arizona	\$6.00	\$7.98	\$8.25	\$9.25	\$46.25
California					
-San Diego	\$5.00	\$7.50	\$8.25	\$9.25	\$46.25
-Orange Co	\$5.00	\$8.26	\$8.25	\$9.25	\$46.25
-Palos Verdes	\$6.00	\$8.25	\$8.25	\$9.25	\$46.25
-Santa Barbara	\$6.00	\$7.50	\$8.60	\$9.60	\$48.00
Connecticut	\$6.00	\$7.50	\$9.25	\$9.25	\$46.25
Florida	\$6.00	\$7.50	\$8.25	\$9.25	\$46.25
Georgia	\$6.00	\$7.50	\$8.25	\$9.25	\$46.25
Idaho	\$6.00	\$7.50	\$8.25	\$9.25	\$46.25
Iowa	\$6.00	\$7.50	\$8.25	\$9.25	\$46.25
Kansas	\$6.00	\$7.67	\$8.25	\$9.25	\$46.25
Louisiana					
- New Orleans	\$6.00	\$8.00	\$8.25	\$9.25	\$46.25
- Greater LA	\$6.00	\$8.00	\$8.25	\$9.25	\$46.25
Nebraska	\$6.00	\$7.50	\$8.25	\$9.25	\$46.25
Nevada	\$4.00	\$7.50	\$8.25	\$9.25	\$46.25
Ohio	\$6.00	\$7.50	NA	\$9.25	\$46.25
Oklahoma	\$6.00	\$7.50	\$8.25	\$9.25	\$46.25
-Oklahoma City	\$6.00	\$7.50	\$8.25	\$9.25	\$46.25
-Tulsa	\$6.00	\$7.50	\$8.25	\$9.25	\$46.25
Rhode Island	\$6.00	\$7.50	\$9.25	\$9.25	\$46.25
Virginia					
-Hampton Roads	\$6.00	\$9.25	\$8.25	\$9.25	\$46.25
-Northern VA	\$6.00	\$9.25	\$8.25	\$9.25	\$46.25
-Roanoke	\$6.00	\$9.25	\$8.25	\$9.25	\$46.25

* Includes Access Recovery Charge (ARC)

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Transmittal Letter No. 83

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

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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

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ACCESS SERVICE

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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Issued by: Martin Corcoran
Director of Tariff Development
Cox Communications, Inc.
1400 Lake Hearn Drive, Atlanta, Georgia 30319 FCC0434

ACCESS SERVICE

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 As 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.

ACCESS SERVICE

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.

ACCESS SERVICE

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

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

ACCESS SERVICE

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/general/contribution-factor-quarterly-filings-universal-service-fund-usf-management-support.

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ACCESS SERVICE

SECTION 6 – RESERVED FOR FUTURE USE

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ACCESS SERVICE

SECTION 7 – RESERVED FOR FUTURE USE

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By: Ida Bourne
Director, Regulatory Affairs
Cox Communications
1400 Lake Hearn Drive, Atlanta, Georgia 30319

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ACCESS SERVICE

SECTION 8 - RESERVED FOR FUTURE USE

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SECTION 8 - RESERVED FOR FUTURE USE

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ACCESS SERVICE

**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.

ACCESS SERVICE

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)¹ 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)
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¹ ASRs received after three o'clock p.m. ET will be processed the next business day, which will be the Application Date.

ACCESS SERVICE

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);

ACCESS SERVICE

**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)

ACCESS SERVICE

**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)

ACCESS SERVICE

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)

ACCESS SERVICE

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.

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)

ACCESS SERVICE

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:

	Nonrecurring Charge
(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

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.

ACCESS SERVICE

**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 Charge
(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.

ACCESS SERVICE

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)

ACCESS SERVICE

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)
(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)

ACCESS SERVICE

SECTION 9 - ORDERING OPTIONS FOR COX SWITCHED AND
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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)

ACCESS SERVICE

**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)