

ACCESS SERVICES

Specialized Common Carrier Service

Regulations and Rates

of

COX ARKANSAS TELCOM, L.L.C.
d/b/a Cox Communications
d/b/a Cox Business Services

This tariff includes the rates, charges, terms and conditions of service for the provision of intrastate common carrier telecommunications services by Cox Arkansas Telcom, L.L.C. d/b/a/ Cox Communications ("Cox") for originating and terminating End User's and Customer's calls within Arkansas.

ACCESS SERVICES

CHECK SHEET

All pages of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

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THIS PAGE RESERVED FOR FUTURE USE.

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APPLICATION OF ACCESS SERVICES TARIFF

The Cox Intrastate Access Service Tariff ("Tariff") sets forth the service offerings, rates, terms and conditions applicable to the furnishing of Intrastate Access Services by Cox Arkansas Telcom, L.L.C. d/b/a Cox Communications (hereinafter referred to as "Cox" or "the Company") in the state of Arkansas. Services, features and functions will be provided where facilities, including but not limited to, billing and technical capabilities, are available.

The provision of Cox Access Service is subject to existing regulations and terms and conditions specified in this Tariff as well as in the Company's other tariffs or service guides, and may be revised, added to, or supplemented by superseding issues.

In addition to the regulations and charges set forth herein, this Tariff is subject to specific regulations as may be prescribed by the Arkansas Public Service Commission.

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS

SYMBOLS

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

ACCESS SERVICES

EXPLANATION OF SYMBOLS AND ABBREVIATIONS

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.
- 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.
- FOC- Final Order Confirmation.
- 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 SERVICES

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 Arkansas Telcom, L.L.C. d/b/a Cox Communications, d/b/a Cox Business Services.

ACCESS SERVICES

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 intrastate service for the purpose of calculating chargeable usage.

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.

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

ACCESS SERVICES

SECTION 1 - DEFINITIONS (CONT'D.)

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

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.

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

Commission -Arkansas Public Service Commission.

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

Company - Cox Arkansas Telcom, L.L.C. d/b/a/ Cox Communications

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

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

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

Customer Point of Presence - The physical location associated with the Customer's Communication System.

ACCESS SERVICES

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 SERVICES

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 the specified area.

Facility(ies) - Denotes any cables, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

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.

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

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

HUB - The end office from which the Customer Designated Premises would normally obtain dial tone from the company.

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

Interstate - 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.

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

ACCESS SERVICES

SECTION 1 - DEFINITIONS (CONT'D.)

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.

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.

ACCESS SERVICES

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 agreed 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, U.S. Virgin Islands, CNMI and American Samoa.

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SECTION 2 - TERMS AND CONDITIONS

2.1 Undertaking of the Company

2.1.1 Scope

1. The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Arkansas under the terms of this Tariff.
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 SERVICES

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 the State of Arkansas specified in the individual service descriptions in this tariff.

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 SERVICES

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

2.1 Undertaking of the Company, cont'd.

2.1.6 Provision of Equipment and Facilities

1. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
2. The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.
3. Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.
4. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's employees or its agent to the premises of the Customer when the service difficulty or trouble results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
5. The Company shall not be responsible for the installation, operation or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
 - the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - the reception of signals by Customer provided equipment; or
 - network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

ACCESS SERVICES

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

2.1 Undertaking of the Company, cont'd.

2.1.7 Liability of the Company

- 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.** 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.
- 3.** When the services or facilities of other common carriers or private systems 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 private systems, or their respective agents, servants or employees.
- 4.** The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, 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, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with applicable state or federal laws or regulations.
- 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.

ACCESS SERVICES

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

2.1 Undertaking of the Company, cont'd.

2.1.8 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.

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. 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 60 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. 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.

ACCESS SERVICES

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

2.1 Undertaking of the Company, cont'd.

2.1.8 Discontinuance and Restoration of Service, cont'd.

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 the Federal Communication Commission and Commission's Rules and Regulations, which specify the priority system for such activities.

2.2 Obligations of the Customer

2.2.1 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.

2.2.2 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.

2.2.3 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 the Company. The Customer shall also make necessary arrangements in order that the Company will have access to such equipment space at reasonable times for installation, testing, repair, maintenance or removal of Company service.

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS

2.2 Obligations of the Customer, cont'd.

2.2.4 Cancellation of Application for Service

Where the Customer or applicant cancels an application for service prior receipt of final 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.

2.2.5 Liability of the Customer

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

- 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.** 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
- 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 SERVICES

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

2.2 Obligations of the Customer, cont'd.

2.2.6 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.

2.2.7 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.

2.2.8 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 SERVICES

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

2.2 Obligations of the Customer, cont'd.

2.2.9 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 specify the CDP, type of service (e.g. DS1 or DS3), the channel interface, and any optional arrangements desired. In addition, ASRs for Direct-Trunked Transport must specify any Hubs involved and the end office, when direct routing to an end office is desired.

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 (e.g. MTS/MTS-type or WATS/WATS-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 an estimate of the total usage which will be interstate by traffic type, e.g. 1+, 011+, 8XX, 900 Access Service. If the Customer fails to provide this estimate, 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 2.2.10, Jurisdictional Report Requirements, and 2.2.11.1, Determination of Interstate Charges for Mixed Interstate and Intrastate Switched Access, following.

2.2.10 Jurisdictional Report Requirements

1. Jurisdictional Reports

A. Percent Interstate Usage (PIU)

ACCESS SERVICES

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

2.2 Obligations of the Customer, cont'd.

2.2.10 Jurisdictional Report Requirements, cont'd.

1. Jurisdictional Reports, cont'd.

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

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.
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 Percent Interstate Usage (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 C. following.
- Where the Customer has not provided a jurisdictional report, the Company shall use the original estimate of total usage as set forth in 2.2.9, ASR Requirements, preceding.
- 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 SERVICES

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

2.2 Obligations of the Customer, cont'd.

2.2.10 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 factor. This factor will be used by the Company as the customer-provided PIU factor until the Customer provides updated PIU factors as required in this subsection. For each service listed below, the customer may provide separate PIU factors in accordance with 1 and 2 of this subsection A, preceding.

When a Customer submits an order for Switched Access services, the Customer must state the Percentage Interstate Usage (PIU) on a statewide, or at a minimum at a LATA level.

When the Customer provides PIU factors, the Company will subtract the developed PIU from 100 and the difference is the PIU. 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).

Where the Customer provides access services to other carriers, the Customer will develop its projected PIU factor 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.
- The PIU for Switched Access services must be provided by the Customer of record when used in conjunction with Signaling.

ACCESS SERVICES

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

2.2 Obligations of the Customer, cont'd.

2.2.10 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 factors to be the same as those provided in the last quarterly report or letter accepted by the Company.

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

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

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 2.2.10.1, 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.

ACCESS SERVICES

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

2.2 Obligations of the Customer, cont'd.

2.2.10 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 2.2.10.2, 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. No more than one verification request per state will be made per year.

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, Maintenance of Customer Records, of this subsection 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.

B. If the Customer fails to supply data as specified in 2, Maintenance of Customer Records, of this subsection, 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.

ACCESS SERVICES

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

2.2 Obligations of the Customer, cont'd.

2.2.10 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 by Certified U.S. Mail (return receipt requested). The Company will request that the Customer provide updated PIU factors consistent with those contained in the Company's report.

If the Company applies the revised or default PIU factor to the Customer's account as provided in 3, Jurisdictional Reports Verification, of this subsection preceding, in lieu of the Customer-provided PIU factor, the Customer may contest application of the default PIU by providing written notification, by Certified U.S. mail (return receipt requested), to the Company within thirty (30) calendar days from the date the revised or default PIU is applied or the date that the Company provides notice to the Customer of its decision to apply the revised or default PIU. 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 Georgia Public Service Commission for resolution of the dispute. The arbitration hearing will be conducted in a state or location within the Company operating territory where the Customer maintains its principal place of business or at a location within the Company's operating territory that is mutually agreed upon by both parties. 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 1, Jurisdictional Reports, of this subsection, preceding.

2.2.11 Description and Application of Rates

1. Determination of Intrastate Charges for Mixed Interstate and Intrastate Switched Access

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 2.2.9, ASR Requirements, and 2.2.10, Jurisdictional Report Requirements, preceding. The portion of a Switched Access Service to be charged as intrastate is determined in the following manner.

- For monthly and nonrecurring rate elements, multiply the percent intrastate use times the quantity of each chargeable element times the stated tariff rate per element.
- For usage rated elements, multiply the percent intrastate use times the total usage, either measured or assumed, rounded to whole access minutes times the appropriate tariff rate element.

ACCESS SERVICES

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

2.3 Billing and Payment Arrangements

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) a paper format; (2) a paper format bill summary with a computer disk to provide the detailed information of the bill; (3) computer disk only; or (4) 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.

2.3.1 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.

2.3.2 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.
- 2.** Further, if any portion of the payment is received by the Company after the payment due date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment charge shall be due the Company. The late payment charge shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be 1% per month (.000329 per day) or 12% annually, or the maximum amount allowed by law whichever is lower. The late factor will be applied for the number of days from the payment due date to and including the date that the Customer actually makes the payment to the Company.

2.3.3 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.

ACCESS SERVICES

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

2.3 Billing and Payment Arrangements, cont'd.

2.3.4 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.

1. Minimum Period Charge

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly billed services will be determined as follows:

- A. All unpaid Nonrecurring Charges reasonably expended by the Company to establish service to the Customer, plus;
- B. Any disconnection, early cancellation or termination charges reasonably incurred and paid to a third party by the Company on behalf of the Customer, plus;
- C. All Recurring Charges specified in the applicable Service Order for the balance of the ten current minimum period;
- D. Minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

In addition to the Minimum Period Charge, Termination Liabilities may apply for services ordered under a term agreement, if applicable.

ACCESS SERVICES

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

2.4 Claims and Disputes

In the event that a billing dispute occurs concerning any charged billed to the Customer by the Company, the Customer must submit a documented written claim for the disputed amount within sixty (60) days of receipt of billing for the disputed services. If the Customer does not submit a claim as stated above, the Customer waives all rights to file a claim on the disputed amount of that bill cycle thereafter.

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 with insufficient 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 disputed by jurisdiction; and
- Invoice Number.

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 OU 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.

Cox 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.

ACCESS SERVICES

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

2.4 Claims and Disputes, cont'd.

If Cox 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 2.4.1, following. If the Customer refuses to engage the dispute at its higher level, the Customer will be required to remit payment for the disputed charges, including late payment charges, to Cox by the next billing cycle, or Cox will escalate the dispute as outlined in 2.4.2, following.

2.4.1 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 resolutions procedure will be implements:

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 of 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 2.4.1.1 preceding.
3. 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 2.4.3, Formal Dispute Resolution, following may be invoked.

ACCESS SERVICES

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

2.4 Claims and Disputes, cont'd.

2.4.2 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, Cox will credit the Customer's bill within sixty (60) days of the resolution of the dispute.
3. In the event that the Company agrees to refund a credit by check or wire transfer, interest will be applied up to and including the date of issuance for either the check or wire transfer.
4. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.
5. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, the Customer shall pay Cox the disputed amount and any associated late payment charges as set forth in section 2.3, Billing and Payment Arrangements, preceding, by the next billing due date after resolution of the dispute.
6. Claims by the Customer for any damages of any kind will not be considered a valid dispute for purposes for this section 2.4.

2.4.3 Formal Dispute Resolution

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.

ACCESS SERVICES

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

2.5 Payment of Deposits

- 2.5.1** 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 with the Company and has no history of late payments to the Company.
- 2.5.2** 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 requirements as to prompt payment in accordance with the terms of this tariff.
- 2.5.3** At such time as the provision of the service to the Customer is terminated, the amount of the deposit held by the Company will be credited to the Customer's account and any credit balance which may remain will be refunded to the Customer. After the Customer has established a one year prompt payment record, such a deposit will be refunded or credited to the Customer's account at any time prior to the termination of the provision of service to the Customer.
- 2.5.4** 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.
- 2.5.5** 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.

ACCESS SERVICES

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

2.6 Inspection, Testing and Adjustment

2.6.1 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 Customer's departure from or the Company's reasonable suspicion of the Customer's departure from any of these terms and conditions.

2.6.2 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 SERVICES

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

2.7 Interconnection

- 2.7.1** 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.
- 2.7.2** Interconnection with the services or facilities of other common carriers or with private systems shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.
- 2.7.3** The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

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ACCESS SERVICES

SECTION 4 – DEDICATED ACCESS SERVICES

4.1 General

Dedicated Access service includes all exchange access not using Cox end office switches. Dedicated Access service provides a transmission path connecting customer designated premises either directly or through a Cox hub where multiplexing functions are performed. Each Dedicated Access arrangement is dedicated to the Customer for their exclusive use.

Standard pricing is available for all non-custom services. Standard rates are provided in Section 4.4 following. The rates contained in this section are applied based on the locality of service, type of service and the term plan selected.

4.1.1 Two Point Service

Two Point Service allows two Customer-designated locations to be connected by one Dedicated Access Service, either directly or through a hub. The service terminated at both locations must be the same speed and the same capacity.

ACCESS SERVICES

SECTION 4 - DEDICATED ACCESS SERVICES (Cont'd.)

4.1 General (Cont'd.)

4.1.2 On-Net v. Off-Net

1. On-Net Services are those which connect two locations which are both directly served by the Company's network. Pricing and regulations pertaining to On-Net Services are described in this Tariff.
2. Off-Net Services are those where one or more locations to be connected is not served directly by the Company's network. Off-Net Service must be provisioned, in part, by another local access provider. In the instances where the Company is able to provide Off-Net Services, the performance parameters and pricing of the Off-Net Services will be passed through to the Customer.
3. All rates included in Section 4.5, Rates and Charges, are for On-Net arrangements. Off-Net service charges will be developed on an Individual Case Basis.

ACCESS SERVICES

SECTION 4 - DEDICATED ACCESS SERVICES (Cont'd.)

4.2 Description of Application of Rates

4.2.1 Types of Rates and Charges

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

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

1. Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service.) Nonrecurring charges are applicable for installation of services, installation of features and for certain service rearrangements. In addition, an Access Order Charge may be applicable as specified in 4.5, Rates and Charges, following.

2. Recurring Charges

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

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

A. Channel Termination

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

B. Channel Mileage

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

ACCESS SERVICES

SECTION 4 - DEDICATED ACCESS SERVICES (Cont'd.)

4.2 Description of Application of Rates, cont'd.

4.2.1 Types of Rates and Charges, cont'd.

2. Recurring Charges, cont'd.

C. Optional Features and Functions

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

4.2.2 Termination Liability

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

- 20% of the balance of the total billing payable during the life of the term, or
- the difference between the monthly rate for selected term plan and the monthly rate for the longest term plan that Customer could have satisfied prior to early discontinuance of service.

4.3 Obligations of the Customer

4.3.1 ASR Requirements

Provisions for ASR Requirements are as set forth in 2.2.9 preceding.

4.3.2 Jurisdictional Report Requirements

1. Jurisdictional Reports

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

ACCESS SERVICES

SECTION 4 - DEDICATED ACCESS SERVICES (Cont'd.)

4.4 Service Descriptions

4.4.1 DS3 Service

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

4.4.2 DS1 Service

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

4.4.3 Custom Services

Dedicated Access Services not described above or requests for non-standard configurations and specialized service options will be handled on an Individual Case Basis as set forth in Section 4.4.4, Special Construction, following.

ACCESS SERVICES

SECTION 4 - DEDICATED ACCESS SERVICES (Cont'd.)

4.4 Service Descriptions (Cont'd.)

4.4.4 Special Construction

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

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

ACCESS SERVICES

SECTION 4 - DEDICATED ACCESS SERVICES (Cont'd.)

4.4 Service Descriptions (Cont'd.)

4.4.5 Maintenance of Service Charges

1. This service provides for the Labor and Material charges associated with installation, maintenance, testing and repair deemed to be associated with equipment and facilities not provided by the Company or deemed to be non-standard or non-routine.
2. The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer Time and Material Charges listed in Section 4.5, Rates and Charges, following, for any maintenance visits with respect to service problems, which are determined to arise from equipment or facilities not provided by Company.
3. When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of Time and Materials Charges as listed in Section 4.5, Rates and Charges, following, for the period of time from when the Company personnel were dispatched to the Customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.
4. If the Customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, and the Company agrees to perform the work, the Time and Material Charges listed in Section 4.5, Rates and Charges, following, will apply.
5. At the Customer's request, and upon agreement by the Company, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases Time and Material Charges listed in Section 4.5, Rates and Charges, following, will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply (may need to specify how the additional charges will be calculated).

ACCESS SERVICES

SECTION 4 - DEDICATED ACCESS SERVICES (Cont'd.)

4.5 Rates and Charges - (On-Net Services)

4.5.1 DS1 Service (1.544 Mbps)

1. Channel Termination, per point of termination

Monthly Recurring Charge, per point of termination	ICB
Nonrecurring Charge	ICB

2. Channel Mileage

	<u>Fixed Monthly</u>	<u>Per Mile, Per Month</u>
All miles	ICB	ICB

4.5.2 DS3 Service (44.736 Mbps)

1. Channel Termination

Monthly Recurring Charge	ICB
Nonrecurring Charge	ICB

2. Channel Mileage

	<u>Fixed Monthly</u>	<u>Per Mile, Per Month</u>
All miles	ICB	ICB

3. Multiplexing

DS3 to DS1, per arrangement, per month	ICB
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4.5.3 Dedicated Ring Service

All OC capacities except OC-1	ICB
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4.5.4. Digital Cross Connect

Per DS3 Connection	ICB
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ACCESS SERVICES

SECTION 4 – DEDICATED ACCESS SERVICES (Cont'd.)

4.5 Rates and Charges – (On-Net Services), cont'd.

4.5.5. Additional Engineering and Additional Labor Services

Additional labor is that labor requested by the IC or End User on a given service and agreed to by the Company as set forth in 1 through 3. of this subsection 3.10.6 following. The Company will notify the IC or End User that additional labor charges as set forth below will apply before any additional labor is undertaken.

1. Overtime Installation or Repair

Overtime installation is that Company installation effort outside of normally scheduled working hours. Overtime repair is that Company maintenance effort performed outside of normally scheduled working hours.

- a. Overtime, outside of normally scheduled working hours¹
Per technician – Each ½ hour or fraction thereof \$12.00
- b. Premium time, outside of schedule work day
Per technician – Each ½ hour or fraction thereof \$20.00

2. Standby²

Standby includes all time in excess of one-half (1/2) hour during which Company personnel stand by to make cooperative tests with an IXC to verify facility repair on a given service.

- a. Basic time, normally scheduled working hours³
Per technician – Each ½ hour or fraction thereof \$28.00
- b. Overtime, outside of normally scheduled working hours
Per technician – Each ½ hour or fraction thereof \$36.00
- c. Premium time, outside of schedule work day
Per technician – Each ½ hour or fraction thereof \$45.00

¹ A call out of a Company employee at a time not consecutive with the employee's scheduled work period subject to a minimum charge of four (4) hours.

² For Standby testing, the rate for the "1st Half Hour or Fraction Thereof" is applied to the first billable half hour.

³ A call out of a Company employee at a time not consecutive with the employee's scheduled work period subject to a minimum charge of four (4) hours.

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SECTION 4 - DEDICATED ACCESS SERVICES (Cont'd.)

4.5 Rates and Charges - (On-Net Services), cont'd.

4.5.5 Additional Engineering and Additional Labor Services, cont'd.

3. Other Labor

Other Labor is that additional labor not included in 3.10.6.1 or 3.10.6.2 preceding, and labor incurred to accommodate a specific IXC or end user request that involves only labor which is not covered by any other section of this Tariff.

- | | | |
|----|--|---------|
| a. | Basic Time, normally scheduled working hours
Per technician – Each ½ hour or fraction thereof | \$28.00 |
| b. | Overtime, outside of normally scheduled working hours ¹
Per technician – Each ½ hour or fraction thereof | \$36.00 |
| c. | Premium time, outside of schedule work day
Per technician – Each ½ hour or fraction thereof | \$45.00 |

4. Additional Engineering

- | | | |
|----|--|---------|
| a. | Basic Time, normally scheduled working hours
Per Engineer – Each ½ hour or fraction thereof | \$30.00 |
| b. | Overtime, outside of normally scheduled working hours ²
Per Engineer – Each ½ hour or fraction thereof | \$40.00 |

¹ A call out of a Company employee at a time not consecutive with the employee's scheduled work period subject to a minimum charge of four (4) hours.

² A call out of a Company employee at a time not consecutive with the employee's scheduled work period subject to a minimum charge of four (4) hours.

ACCESS SERVICES

SECTION 5 - PROMOTIONS

5.1 Promotions - General

- 5.1.1** From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of a target service for a limited duration. Such promotions shall be made available to all similarly situated Customers.
- 5.1.2** Cox will notify the Director of the Public Utility Division by letter specifying the service(s) offered, terms and conditions of the promotion, location and dates of each promotion period. The letter will be provided thirty days prior to the initial offer of the campaign.

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SECTION 6 - CUSTOMER SPECIFIC CONTRACTS

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