

ACCESS SERVICE

Specialized Common Carrier Service

Regulations and Rates

of

COX LOUISIANA TELCOM, L.L.C.

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

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ACCESS SERVICE

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.

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
Title Page	Original	31	Original	60	Original
1*	10th Revised	32	Original	61	Original
2	Original	33	Original	62	Original
3	Original	34	Original	63	Original
4	Original	35	Original	64	Original
5	Original	36	Original	65	1 st Revised
6	1 st Revised	37	Original	66	1 st Revised
7	Original	38	Original	67	1 st Revised
8	Original	39	Original	68	1 st Revised
9	Original	40	Original	69	2 nd Revised
10	Original	41	Original	70	Original
11	Original	42	Original	71	1 st Revised
12	Original	43	Original	72	Original
13	Original	43.1*	4th Revised	73	Original
14	Original	43.2*	4th Revised	74	Original
15	Original	43.3*	4th Revised		
16	Original	44*	3rd Revised		
17	Original	45	Original		
18	Original	46	Original		
19	Original	47	Original		
20	1 st Revised	48	Original		
21	Original	49*	7th Revised		
22	Original	49.1*	5th Revised		
23	Original	49.2	1 st Revised		
24	Original	49.3	1 st Revised		
25	Original	49.4	1 st Revised		
26	Original	49.5	1 st Revised		
27	Original	49.6	Original		
28	Original	49.7	Original		
29	Original	49.8	Original		
30	Original	50	3 rd Revised		
		51	2 nd Revised		
		51.1	Original		
		52	Original		
		53	Original		
		54	Original		
		55	Original		
		56	Original		
		57	Original		
		58	Original		
		59	Original		

* Denotes changed or new material.

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS**SYMBOLS**

- (AT) To signify addition to text.
- (C) To signify a correction.
- (CP) To signify change in practice.
- (CR) To signify a change in rate.
- (CT) To signify a change in text.
- (DR) To signify a discontinued rate.
- (FC) To signify a change in format lettering or numbering.
- (MT) To signify a moved text.
- (NR) To signify a new rate.
- (RT) To signify removal of text.

ABBREVIATIONS

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

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

- DS1 - Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.
- DS3 - Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.
- 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.

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

- LEC - Local Exchange Company.
- Mbps - Megabits per second; millions of bits per second.
- N/A - Not Available.
- OC-48 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 2.4 Gbps
- OC-12 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.
- OC-3 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps.
- POP - Point of Presence.
- COX - Cox Louisiana Telcom, L.L.C.

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TABLE OF CONTENTS

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>	
1.	Definitions	7	(N)
2.	Terms and Conditions	13	(T)
3.	Switched Access Service.....	34	(T)
4.	Dedicated Transport.....	52	(T)
5.	Time and Material	69	(N)
6.	Promotions	70	(T)
7.	Customer Specific Contracts	71	(T)

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, 101XXXX, 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.

Call Gapping: A control application that limits the rate of flow to a specific destination code or station address.

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ACCESS SERVICE

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 - Louisiana 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 Louisiana Telcom, L.L.C.

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

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

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

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

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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.

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SECTION 1 - DEFINITIONS (CONT'D.)

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

Facilities - 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.

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.

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.

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.

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ACCESS SERVICE

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.

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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 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 and the U.S. Virgin Islands.

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

The Company's service is furnished to Customers for intrastate communications. The Company's service is available twenty-four hours per day, seven days per week.

The Company arranges for the installation, operation, and maintenance of the service provided in this tariff for the Customer in accordance with the terms and conditions set forth in this tariff.

2.2 Limitation On Service

2.2.1 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.

2.2.2 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.

2.2.3 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.

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ACCESS SERVICE

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

2.2 Limitation On Service (Cont'd.)

2.2.4 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet regulatory or statutory rules and standards.

2.3 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.

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ACCESS SERVICE

SECTION 2 - TERMS AND CONDITIONS (CONT'D.)**2.4 Location of Service**

Service originates or terminates at locations within the State of Louisiana specified in the individual service 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 or local laws.

2.5.4 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.

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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 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.

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

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

- D.** For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.

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

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

2.8 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) 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.

2.10.2 The Company shall bill for all services rendered within 120 days of the scheduled billing date or shall forfeit the right to collect for such charges. The Customer has the right to refuse payment for such charges billed subsequent to the 120 day period. The Company shall adjust any such charges from the Customer's service charges.

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

2.10.3 All bills for service provided to the Customer by the Company are due (payment date) by the next bill date (same date in the following month as the bill date) and are payable in immediately available funds. If such payment due date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Customer as follows: **[See 2.10.1-bills due on receipt]**

A. 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.

B. 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. A late payment charge of 5% will be assessed to each subscriber's bill on any outstanding balance, when the previous month's bill has not been paid in full prior to the next billing date. The 5% charge is applied to the total unpaid amount carried forward less any penalty charges previously assessed and is included in the total amount due on the subscriber's current bill.

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

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 120 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 filing a claim thereafter.

- 2.11.1** If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- 2.11.2** If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 2.10.3.B preceding.
- 2.11.3** 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.
- 2.11.4** 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.
- 2.11.5** If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late charge as set forth in 2.10.3.B preceding.

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

- 2.12.1** The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established credit with the Company 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 requirements as to prompt payment in accordance with the terms of this tariff.
- 2.12.3** 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.
- 2.12.4** 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.
- 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.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)**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 Customer's departure from or the Company's reasonable suspicion of the Customer's departure from any of these terms and conditions.

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

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

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ACCESS SERVICE

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

- 2.15.1** The Company's liability for its willful misconduct, if any, is not limited by this tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of (2) through (8) following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this tariff as a credit allowance for a service interruption.
- 2.15.2** The Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.
- 2.15.3** Where an exchange telephone company, that jointly provides access service with the Company, is incapable of denying such service in compliance with its tariffs, without the cooperation of the Company, the Company will assist that exchange telephone company in denying joint access service to the customer as long as that exchange telephone company indemnifies, defends and holds harmless the Company from and against any and all liability, loss, damages, costs, claims or expenses of any kind arising out of the Company's assistance in the denial of service. Service denial for such joint access service will only include calls which originate or terminate within, or transit, the operating territory of the exchange telephone company(ies) initiating the service denial.

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ACCESS SERVICE

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

2.15.4 The Company is not liable for damages to the customer's premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.

2.15.5 When a customer is provided service under this tariff, the Company shall be indemnified, defended and held harmless by the customer against any claim, loss or damage arising from the customer's use of services offered under this tariff, involving:

- (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;
- (2) Claims for patent infringement arising from the customer's acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by the customer; or
- (3) All other claims arising out of any act or omission of the customer in the course of using services provided pursuant to this tariff.

2.15.6 The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to the customer's use of the services so provided.

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ACCESS SERVICE

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

- 2.15.7** No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the customer against claims of patent infringement arising solely from the use by the customer services offered under this tariff and will indemnify such customer for any damages awarded based solely on such claims.
- 2.15.8** The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.

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ACCESS SERVICE

2.16 Liability of the Customer

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

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

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ACCESS SERVICE

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 this 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 the appropriate interstate tariff.

- If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. Any applicable termination liability will be transferred with the jurisdictional change of the service.

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ACCESS SERVICE

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 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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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.

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ACCESS SERVICE

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

For switched access services, the Company will use the percentage of intrastate originating Feature Group D to determine the percent of intrastate usage ("PSU") to apply to all other switched access services provided by the Company to the Customer.

For switched access services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and quarterly thereafter, report the percentage of intrastate use and such report will be used for billing purposes until the Customer reports a different projected intrastate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected intrastate percentage for each service arranged for intrastate use. The revised report will serve as the basis for future billing and will be effective on the next bill date. No prorating or back billing will be done based on the report.

The Company may request detailed information in support of the reported percentage annually. If an audit of the reported percentages reveals a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)**2.20 Obligations of the Customer (Cont'd.)****2.20.8 Mixed Interstate and Intrastate Access Service**

When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.20.7 preceding will serve as the basis for prorating the charges. The percentage of an access service to be charged as intrastate is applied in the following manner:

- A.** For nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the intrastate tariff rate per element.
- B.** For usage sensitive chargeable rate elements, multiply the percent intrastate use times actual use (measured or Company assumed average use) times the intrastate rate.

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ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE**3.1 General**

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point electrical communications path between a Customer's premises and an end user's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an end user's premises to a Customer's premises and to terminate calls from a customer's premises to an end user's premises in the LATA where it is provided.

The application of rates for Switched Access Service is described in Sections 3.5 and 3.6 following. Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

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ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**3.2 Manner of Provision**

Switched access is furnished in either quantities of lines or trunks. FGA Access is furnished on a per-line basis. FGD is furnished on a per-trunk basis.

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

There are three major traffic types. These are: Originating, Terminating and Directory Assistance. Originating traffic type represents access capacity within a LATA for carrying traffic from the end user to the Customer; Terminating traffic type represents access capacity within a LATA for carrying traffic from the Customer to the end user; and, Directory Assistance traffic type represents access capacity within an exchange for carrying Directory Assistance traffic from the customer to a Directory Assistance location. When ordering capacity for FGD Access, the customer must at a minimum specify such access capacity in terms of Originating traffic type and/or Terminating traffic type.

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ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**3.3 Rate Categories**

There are three rate categories which apply to Switched Access Service:

- Direct Access Switching
- End Office/Tandem Access Switching
- 8XX Data Base Access Service

3.3.1 Direct Access Switching

Direct Access Switching is comprised of a monthly facilities charge and a per minute of use charge that provide for the following:

- A DS1 or DS3 connection between the Customer's Premises and the Company's end office switch(es).
- Local Switching which provides the local end office switching functions and optional features.
- The use of Company-provided common lines by Customers for access to End Users.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**3.3 Rate Categories (Cont'd.)****3.3.2 End Office/Tandem Access Switching**

End Office/Tandem Access Switching is provided in conjunction with the tandem provider serving the area. The Customer will be charged in accordance with the tandem provider's tandem switching and transport rates. The Company's End Office Access Switching rate is comprised of a per minute of use charge that provides for the following:

- Local Switching which provides the local end office switching functions and optional features.
- The use of Company-provided end user common lines by Customers for access to End Users.

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ACCESS SERVICE

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

3.3 Rate Categories (Cont'd.)

3.3.3 8XX Data Base Query

The 8XX Data Base Query Charge, will apply for each 8XX call query received at the Company's (or its provider's) 8XX data base.

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ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**3.4 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:

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

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ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**3.5 Obligations of the Company**

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

3.5.1 Network Management

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

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ACCESS SERVICE

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

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour trunks are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment.

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ACCESS SERVICE

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

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

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

3.5.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. This data provides information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. This data does not include service performance data which is provided under other tariff sections, e.g., testing service results. If the data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

3.5.4 Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**3.6 Obligations of the Customer**

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

3.6.1 Report Requirements

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

A. Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.20.7 preceding. Charges will be apportioned in accordance with those reports.

B. Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, the customer must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.5.1 may be implemented at the Company's option to ensure acceptable service levels.

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**3.6 Obligations of the Customer****3.6.2 On-Hook and Off-Hook Supervision**

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

3.6.3 Identification and Rating of VoIP-PSTN Minutes of Use (MOUs)

(D) (N)

1. Scope

This section governs the identification and rating of intrastate VoIP-PSTN MOUs.

VoIP-PSTN Traffic is defined as traffic exchanged between a Cox local subscriber and the customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format.

The rating of intrastate access MOUs (unless the parties have agreed otherwise) is compliant with 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") and the FCC Second Order on Reconsideration (FCC 12-47), adopted April 24, 2012.

2. Rating of VoIP-PSTN Traffic

In accordance with the FCC Orders this section establishes the originating and terminating rates for intrastate access MOUs.

(D)

The terminating rates are established as provided in Cox Communications Tariff FCC No. 4.

The originating rates are established as follows:

The originating rates for intrastate toll VoIP-PSTN MOUs identified in accordance with this tariff section are established as provided in Cox Communications Tariff FCC No. 4.

The originating rates for intrastate toll traffic other than VoIP-PSTN MOUs are compensated at the rates in 3.9.1 following.

(N)

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)**3.6 Obligations of the Customer (CONT'D)**

(D) (N)

3.6.3 Identification and Rating of VoIP-PSTN Minutes of Use (MOUs) (CONT'D)**3 .PVU Factor**

The customer will calculate and furnish to Cox a factor (the PVU-Customer or "PVU-C") representing the percentage of the total originating intrastate access MOUs received from a Cox local subscriber in Louisiana that the customer terminated in IP format. The PVU-C shall be based on information such as the number of the customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

Cox will develop a factor (the PVU-Provider or "PVU-P") which shall be based on information reported by Cox on its most recent FCC Form 477.

The PVU-C will be used in conjunction with the PVU-P to calculate the PVU that will be used on the customer's account to allocate originating intrastate MOUs to be rated as originating intrastate toll VoIP-PSTN MOUs.

4.. Determination of VoIP-PSTN Traffic

Cox will use the PVU-C and PVU-P factors to calculate an individual PVU factor that represents the percentage of total originating intrastate access MOUs exchanged between a Cox local subscriber and the customer either originated in IP format at Cox's end or terminated in IP format at the customer's end, or IP format at both ends. The individual originating PVU factor will be calculated as the sum of: (A) the PVU-C factor and (B) the PVU-P factor times (1.0 minus the PVU-C factor).

The PVU factor shall be used to determine the portion of originating intrastate MOUs exchanged between a Cox local subscriber and the customer to be rated as originating intrastate toll VoIP-PSTN MOUs.

5. PVU Defaults

If an originating PVU-C factor is not submitted by the customer the PVU shall be set equal to the percentage of VoIP subscribers in the most recently released Local Competition Report for the state or if a state report is not available, the percentage of VoIP subscribers for the United States until the information is received.

(D) (N)

ACCESS SERVICE**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)****3.6 Obligations of the Customer (CONT'D)****3.6.3 Identification and Rating of VoIP-PSTN Minutes of Use (MOUs) (CONT'D)****6. PVU Updates**

The customer shall update its originating PVU-C to Cox each quarter, based on data from the preceding quarter. The originating PVU-C shall be submitted no later than the 15th day in the months of January, April, July, and October of each year. The updated quarterly originating PVU-C will be used in conjunction with Cox's most current PVU-P to calculate the updated PVU factor. No later than 30 days from receipt of the originating PVU-C, the new PVU will apply prospectively to the customer's next applicable bill cycle and serve as the basis for determining VoIP-PSTN MOUs until superseded by a new quarterly originating PVU-C.

The PVU-P factor shall be updated semi-annually when a new FCC Form 477 is released by Cox.

When the default PVU is set for a customer, the factor will be updated when the Local Competition Report is released which will be updated no later than 30 days from the semi-annual release of the new Local Competition Report. The updated PVU factor will apply prospectively to the customer's next applicable bill cycle and serve as the basis for determining VoIP-PSTN MOUs until superseded by a new PVU or until a quarterly originating PVU-C is submitted by the customer.

7. PVU Rebuttal

If the customer believes the PVU factor as determined in 4. 5. or 6. preceding, is incorrect, it may seek to revise the PVU factor by using the dispute process and/or by providing supporting documentation sufficient to establish the calculation of a new PVU. Any changes to the PVU factor pursuant to this process shall be effective as of the next billing cycle after the customer provides the data required for recalculation and Cox determines the customer's supporting documentation is sufficient to establish the calculation of a new PVU. The customer's previously billed MOUs may be adjusted retroactively for a period if mutually agreed as appropriate.

(D)(N)

(D)(N)

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**3.6 Obligations of the Customer (CONT'D)****3.6.3 Identification and Rating of VoIP-PSTN Minutes of Use (MOUs) (CONT'D)****8. PVU Verification**

If the PVU is determined in accordance with 4., 5. and 6. preceding, not more than twice in any year Cox may ask the customer to verify the originating PVU-C factor furnished to Cox and the customer may ask Cox to verify the PVU-P factor and/or the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective originating PVU-C, PVU-P and PVU factors.

If the customer does not comply with a request from Cox for verification of the originating PVU-C factor and provide documentation deemed sufficient by Cox within thirty (30) days, the PVU shall be set equal to the percentage of VoIP subscribers in the most recently released Local Competition Report for the state or if a state report is not available the percentage of VoIP subscribers for the United States until such time as customer provides the information required.

(D) (N)

(D) (N)

ACCESS SERVICE

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

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

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

3.7.1 Nonrecurring Charges

Nonrecurring charges are one time charges that apply for a specific work activity (e.g., installation or change to an existing service). The types of nonrecurring charges that apply for Switched Access Service are: installation of service and service rearrangements.

3.7.2 Minimum Service Periods

Switched Access Service is provided for a minimum period of one month.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**3.7 Rate Regulations (Cont'd.)****3.7.3 Moves**

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

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

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

A. Moves Within the Same Building

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

B. Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. A new minimum service period requirement will be established for the new service. If the new contractual period is greater than or equal to the term of the initial contract, the Company will waive all outstanding minimum service charges. If the new contractual period is less than the initial term, the Customer is responsible for satisfying all outstanding minimum service period charges for the discontinued service.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**3.7 Rate Regulations (Cont'd.)****3.7.4 Installation of Optional Features**

If a separate nonrecurring charge applies for the installation of an optional feature available with Switched Access Service, the charge applies whether the optional feature is installed coincident with the initial installation of service or at any time subsequent to the initial installation of service.

The charges associated with upgrades in capacity will not apply when the customer maintains service within the same building.

For all other changes, including the addition of, or modifications to, optional features without separate nonrecurring charges, a charge equal to one half the Switched Transport nonrecurring (i.e. installation) charge will apply. When an optional feature is not required on each transmission path, but rather for an entire transmission path group, an end office or an access tandem switch, only one such charge will apply.

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ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**3.7 Rate Regulations (Cont'd.)****3.7.5 Service Rearrangements**

Service rearrangements are changes to existing services installed which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's premises or the Customer's end user's premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts.

The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.

Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity.

ACCESS SERVICE

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

3.9 Rates and Charges

3.9.1 All Carriers except CenturyTel of Southeast LA and EATEL

A. Switched Transport

1. Entrance Facilities	(\$)
<u>DS1, per DS1</u>	
Installation, NRC, per DS1	486.83
MRC, per DS1	133.81
<u>DS3, per DS3</u>	
Installation, NRC, per DS3	427.88
MRC, per DS3	2100.00
2. Direct (Dedicated) Trunked Transport	
<u>DS1, per DS1</u>	
NRC, Installation	100.49
Monthly, Facility Termination	59.75
Monthly, Per Mile	16.00
<u>DS3, per DS3</u>	
NRC, Installation	ICB
Monthly, Facility Termination	972.54
Monthly, Per Mile	97.25
3. Common Transport	
Terminating Tandem Routed MOU Rates	See Cox FCC No 4
Originating non-VoIP Tandem Routed Switched Transport Termination, per MOU/per Mo	0.000747
Originating non-VoIP Tandem Routed Switched Transport Termination, per Mile/per MOU	0.00004
Originating non-VoIP Tandem Routed Switching, per MOU	0.007170
Originating Tandem Routed VOIP MOU Rates	See Cox FCC No 4
4. Installation of New Service	
NRC, Trunk Side Service, per Trunk	36.00
6. Switched Transport Features	
<u>Channelization</u>	
DS3/DS1, NRC - Initial	145.45
DS3/DS1, NRC - Subsequent	584.80
DS3/DS1, per arrangement, per month	721.30
7. Central Office Channel Interface	
NRC, per DS1	85.00

(T)
(T)
(T)
(T)
(R)
(R)
(R)

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

3.9 Rates and Charges, cont'd.

3.9.1 All Carriers except CenturyTel of Southeast LA and EATEL, cont'd.

B. Direct End Office Switching

1.	<u>Direct (Dedicated) End Office Switching Usage</u>	
	Originating VoIP	See Cox FCC No 4
	Originating non-VoIP, per mou	0.006370
	Terminating, per mou	See Cox FCC No 4
2.	<u>Direct (Dedicated) End Office Trunk Port</u>	
	Per each Dedicated DS1 trunk port required, per month	139.98
3.	<u>900 Service NXX Activation Charge</u>	
	Initial Activation	43.61
	Subsequent Activation, per NXX, per EO within a LATA	21.51
	- NRC, per NXX	
4.	<u>500 Service</u>	
	a. per 500 call with 500 customer ID, per call	0.01
	b. service activation charge, per company hub office switch	
	- NRC - per NXX Code submitted on ASR	20.00
5.	<u>Service Rearrangements</u>	
	a. Change of Service	
	NRC, submitted on the same ASR, per request	92.00
	b. FGD, NRC trunk side service, per transmission path	5.00
	c. 500 Service, NRC, change in dialing capability	15.00
	d. DS1, per arrangement	486.83
	e. DS3, per arrangement	427.88
6.	<u>Transfer of Service</u>	
	a. Billing Account Number, NRC, each	60.00
	b. FGD, trunk side service, per transmission path,	
	per service order	7.00

(TR)

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

3.9 Rates and Charges, cont'd.

3.9.1 All Carriers except CenturyTel of Southeast LA and EATEL, cont'd.

(T)

C. Carrier Common Line

1. <u>Carrier Common Line Charge</u>	
Originating, per mou, per month	0.00000
Terminating, per mou, per month	0.00000

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

3.9 Rates and Charges, cont'd.

3.9.1 All Carriers except CenturyTel of Southeast LA and EATEL, cont'd.

(T)

D. Access Order Charges

1. Access Service Order Charges

The following charges will apply for the installation, move or rearrangement of Cox Switched Access Service orders with an agreed upon service date interval of four business days or less following the Application Date of the order. The Application Date is 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 Access Order by three o'clock EST. These charges are in addition to other applicable Cox Switched Access nonrecurring charges for installation, moves or rearrangements of service. These charges will not apply to services provided on an Individual Case Basis or in the event the agreed upon Service Date is not met, or at the request or at the request of the Customer to convert from a lower to higher order of service.

Access Order Charge, per order \$300.00

2. Access Order Modification

Any increase in the number of Switched Access Transport Facilities will be treated as a new Access Order (increased amount only). Access Order service dates may be changes, but the new service date ay not exceed the original service date by more than 30 calendar days. If the change is more than 30 calendar days after the original service date, the order will be canceled by the Company and re-issued with appropriate cancellation charges applied. If the Company determines it can accommodate the request without delaying service dates for orders of other carriers a new service date may be established that is prior to the original standard or negotiated interval service date.

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 service.

Service Date Change Charge, per order 26.21

Service Date Change Charge, Additional Dispatch Charge,
per occurrence 150.00

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

3.9 Rates and Charges, cont'd.

3.9.1 All Carriers except CenturyTel of Southeast LA and EATEL, cont'd. (T)

D. Access Order Charges, cont'd. (T)

2. Access Order Modification, cont'd. (T)

The customer may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. A design change includes such things as the additional or deletion of optional features or functions or a change in the type of Switched Access Transport Termination, type of channel interface, type of Interface group or technical specification package. Design Change does not include a change of IC terminal location, end user premises or hub office switch. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied. The design charge will apply to all Switched Access trunks or transport facilities

Design Change Charge, per order \$26.21

3. Other Modification Charge

Modifications other than those described in 2 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.

Some of the types of modifications for which this charge will apply include, but are not limited to, the following:

- a. Change of billing address
- b. Change of telephone number
- c. Change of Jurisdiction (i.e., breakdown between intrastate and interstate minutes of use.

Other Modification Change Charge, per order \$26.21

E. 8XX Data Base Access Service

- 1. 8XX Data Base Access Service**
Per 3.9 \$0.0040

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

3.9 Rates and Charges, cont'd.

3.9.2 CenturyTel of Southeast Louisiana

(N)

A. Transport

1. <u>Entrance Facilities</u>	(\$)	
DS1, per facility		
Installation		429.00
Monthly Recurring Charge		205.99
DS3, per facility		
Installation		ICB
Monthly Recurring Charge		ICB
2. <u>NXX Translation, per ASR, Per LATA</u>		104.00
3. <u>Trunk Activation</u>		
Per 24 Trunks Activated or Fraction thereof, per ASR		418.00
4. <u>Transport Installation</u>, per line or trunk		324.00
5. <u>Direct Trunked Transport</u>		
<u>Direct Trunked Facility, per Mile, per month</u>		
Voice Grade		3.46
DS1		70.54
DS3		ICB
<u>Direct Trunked Termination, per termination, per month</u>		
Voice Grade		31.27
DS1		261.62
DS3		ICB
<u>Multiplexing, per Arrangement, per month</u>		
DS3 to DS1		608.37
DS1 to Voice		196.53
6. <u>Tandem Routed Transport</u>		
Facility Termination, per MOU, per Mile		0.00018
Facility Termination, per MOU, per Termination		0.00004
Tandem Switching, per Access Minute, per Tandem		0.0005
7. <u>Interconnection Charge, per Access Minute</u>		0.000

(N)

(M) Material previously appearing on this page has been moved to 2nd Revised Page 51.

(M)

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

3.9 Rates and Charges, cont'd.

3.9.2 CenturyTel of Southeast Louisiana, cont'd.

(N)

A. Transport, cont'd.

8.	<u>Network Blocking</u> per Blocked call, per month	0.0297
9.	<u>Common Channel Signaling Network Connection</u> Signaling Mileage Facility, per mile, per month	6.91
	Signaling Termination, per termination, per month	62.54
	Signaling Entrance Facility, per Facility, per month	
	- per Month	79.05
	- NRC	221.00
	STP Port, per Port, per month	455.00

B. End Office Switching

a.	<u>800 Database Access Service</u> per Query, per month	0.0110
2.	<u>Local Switching</u> Per Access Minute, per month	0.007550
3.	<u>Information Surcharge</u> Per 100 Access Minutes, per month	0.0000

C. Carrier Common Line

1.	<u>Carrier Common Line</u> Origination, per Access Minute, per month	0.008410
	Terminating, per Access Minute, per month	0.008410

(N)

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

3.9 Rates and Charges, cont'd.

3.9.2 CenturyTel of Southeast Louisiana, cont'd.

(N)

D. Additional Engineering

1.	<u>Additional Engineering, each ½ hour or Fraction Thereof</u>	
	<u>Basic Time</u>	
	Regularly scheduled working hours, per Engineer	16.97
	<u>Overtime*</u>	
	Outside of regularly scheduled working hours on a scheduled work day, per Engineer	25.46
	<u>Premium Time*</u>	
	Outside of scheduled work day, per Engineer	33.95

E. Additional Labor Periods

1.	<u>Installation or Repair, each ½ hour or Fraction Thereof</u>	
	<u>Overtime*</u>	
	Outside of regularly scheduled working hours on a scheduled work day, per Technician	23.71
	<u>Premium Time*</u>	
	Outside of scheduled work day, per Technician	31.62
2.	<u>Standby, each ½ hour or Fraction Thereof</u>	
	<u>Basic Time</u>	
	Regularly scheduled working hours, per Technician	16.20
	<u>Overtime*</u>	
	Outside of regularly scheduled working hours on a scheduled work day, per Technician	24.30
	<u>Premium Time*</u>	
	Outside of scheduled work day, per Technician	32.40
3.	<u>Standby, each ½ hour or Fraction Thereof</u>	
	<u>Basic Time</u> (Regularly scheduled working hours, per Technician)	
	- Installation and Repair Technician	15.81
	- Central Office Maintenance Technician	17.01
	<u>Overtime*</u> (O/S regularly scheduled working hours on a scheduled work day, per Technician)	
	- Installation and Repair Technician	23.71
	- Central Office Maintenance Technician	25.51
	<u>Premium Time*</u> (O/S scheduled work day, per Technician)	
	- Installation and Repair Technician	31.62
	- Central Office Maintenance Technician	34.02

* a call-out of a Cox employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

(N)

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

3.9 Rates and Charges, cont'd.

3.9.2 CenturyTel of Southeast Louisiana, cont'd.

(N)

F. Access Order Charges

1. Access Service Order Charges

The following charges will apply for the installation, move or rearrangement of Cox Switched Access Service orders with an agreed upon service date interval of four business days or less following the Application Date of the order. The Application Date is 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 Access Order by three o'clock EST. These charges are in addition to other applicable Cox Switched Access nonrecurring charges for installation, moves or rearrangements of service. These charges will not apply to services provided on an Individual Case Basis or in the event the agreed upon Service Date is not met, or at the request or at the request of the Customer to convert from a lower to higher order of service.

Access Order Charge, per order \$104.00

2. Access Order Modification

Any increase in the number of Switched Access Transport Facilities will be treated as a new Access Order (increased amount only). Access Order service dates may be changes, but the new service date ay not exceed the original service date by more than 30 calendar days. If the change is more than 30 calendar days after the original service date, the order will be canceled by the Company and re-issued with appropriate cancellation charges applied. If the Company determines it can accommodate the request without delaying service dates for orders of other carriers a new service date may be established that is prior to the original standard or negotiated interval service date.

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 service.

Service Date Change Charge, per order 40.00

(N)

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE, (Cont'd.)

3.9 Rates and Charges, cont'd.

3.9.2 CenturyTel of Southeast Louisiana, cont'd.

E. Access Order Charges, cont'd.

2. Access Order Modification, cont'd.

The Customer may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. A design change includes such things as the additional or deletion of optional features or functions or a change in the type of Switched Access Transport Termination, type of channel interface, type of Interface group or technical specification package. Design Change does not include a change of IC terminal location, end user premises or hub office switch. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied. The design charge will apply to all Switched Access trunks or transport facilities

Design Change Charge, per order \$40.00

3. Other Modification Charge

Modifications other than those described in 2 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.

Some of the types of modifications for which this charge will apply include, but are not limited to, the following:

- a. Change of billing address
- b. Change of telephone number
- c. Change of Jurisdiction (i.e., breakdown between intrastate and interstate minutes of use.

Other Modification Change Charge, per order \$40.00

(N)

(N)

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**3.9 Rates and Charges, cont'd.****3.9.2 EATEL**

(M)/(T)

A. Switched Transport**1. Non-recurring Charges**

per FGD	100.00
NXX Translation, per order	76.00

2. Transport Mileage, per Access Minute

Miles:

0-1	0.00643
1-8	0.00643
8-16	0.00734
16-25	0.00861
25-50	0.01031
50-100	0.01198
100	0.01198

B. Local End Office Switching**1. Local End Office Switching Usage**

Per Access minute, per month	0.00755
------------------------------	---------

C. Carrier Common Line**1. Carrier Common Line Charge**

Originating, per mou, per month	0.00841
Terminating, per mou, per month	0.00841

D. 8XX Data Base Access Service**1. 8XX Data Base Access Service**

Basic, per query	0.004000
Vertical Feature Rate, per query	0.004500

(M)

(M) Material appearing on this page previously appeared on Original Page 49.5

ACCESS SERVICE

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**3.9 Rates and Charges, cont'd.****3.9.2 EATEL, cont'd.**

(M)/(T)

E. Time and material

	<u>Nonrecurring Charge</u>
1. Basic Time, normally scheduled working hours	
Engineering/Labor/Maintenance of Service	10.00
- Per engineer /technician, ½ hour or fraction thereof	
Programming Services	
- per programmer, ½ hour or fraction thereof	10.00
2. Overtime, outside of normally scheduled working hours	
Engineering/Labor/Maintenance of Service	15.00
- Per engineer /technician, ½ hour or fraction thereof	
Programming Services	
- per programmer, ½ hour or fraction thereof	45.00

F. Miscellaneous Charges

	<u>Nonrecurring Charge</u>
1. Billing Name and Address Information	
Per request incidence	80.00
2. IntraLATA Presubscription List	
- per set up charge per carrier request	100.00
- per listing	.012

(M)

(M) Material appearing on this page previously appeared on 1st Revised page 69.

ACCESS SERVICE

SECTION 4 - DEDICATED TRANSPORT**4.1 General**

The Company provides intrastate Dedicated Transport Service with transmission speeds ranging from 2.4 Kbps to 2.4 Gbps. Dedicated transport services are offered on a point-to-point basis. Each Dedicated Transport Service is dedicated to the Customer and the entire usable bandwidth for each service is available 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 tariffed 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 Transport Service. The service terminated at both locations must be the same speed and the same capacity.

ACCESS SERVICE

SECTION 4 - DEDICATED TRANSPORT (CONT'D.)**4.1 General (Cont'd.)****4.1.2 On-Net v. Off-Net**

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

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.

All rates included in Section 4.4 are for On-Net arrangements. Off-Net service charges will be developed on an Individual Case Basis.

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ACCESS SERVICE

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

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

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

A. Channel Termination

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

B. Channel Mileage

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

C. Optional Features and Functions

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

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ACCESS SERVICE

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

Nonrecurring Charges (NRC) are one-time only charges. NRCs may be waived for certain promotions and under the specific terms of individual case basis services.

4.2.3 Termination Liability

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

- A.** 20% of the balance of the total billing payable during the life of the term, or
- B.** 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.

ACCESS SERVICE

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

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

4.3.2 DS1 Service

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

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ACCESS SERVICE

SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

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ACCESS SERVICE

SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

4.3 Service Descriptions (Cont'd.)

4.3.5 Custom Services

Dedicated Transport 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 4.3.6 following.

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ACCESS SERVICE

SECTION 4 - DEDICATED TRANSPORT (CONT'D.)**4.3 Service Descriptions (Cont'd.)****4.3.6 Special Construction**

Special construction or arrangement of facilities may be undertaken 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:

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

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ACCESS SERVICE

SECTION 4 - DEDICATED TRANSPORT (CONT'D.)**4.3 Service Descriptions (Cont'd.)****4.3.7 Time and Material Service**

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.

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 for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by Company.

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 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.

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 will apply.

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ACCESS SERVICE

SECTION 4 - DEDICATED TRANSPORT (CONT'D.)**4.3 Service Rate Descriptions (Cont'd.)****4.3.7 Time and Material Service (Cont'd.)**

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 will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply (may need to specify how the additional charges will be calculated).

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ACCESS SERVICE

4.4 Rates and Charges - (On-Net Services)

(N)

4.4.1 BellSouth Service Area**A. High Capacity Service****1. Local Channel****1.544 Mbps**

Monthly Recurring Charge, per point of termination 145.00

NRC – 1st Service Installed 720.00

NRC – Add'l Service Installed 330.00

44.736 Mbps

Monthly Recurring Charge, per point of termination ICB

NRC – 1st Service Installed ICB

NRC – Add'l Service Installed ICB

2. Interoffice Channel**1.544 Mbps**

NRC 220.00

0 mile 70.00

1 – 8 miles 70.00

9 – 25 miles 70.00

Over 25 miles 70.00

44.736 Mbps

NRC ICB

0 mile ICB

1 – 8 miles ICB

9 – 25 miles ICB

Over 25 miles ICB

3. Multiplexing

DS3 to DS1, per arrangement, per month ICB

(N)

ACCESS SERVICE

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

(N)

4.4.2 EATEL Operating Area, cont'd.

A. High Capacity Service-Channel

1. Channel Termination, per point of termination		
Monthly Recurring Charge, per point of termination		259.97
Nonrecurring Charge		77.21
2. Channel Mileage		
Facility, per mile		37.43
Termination, per termination		210.32

(N)

Issued: December 15, 2004

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Issued by: Ida Bourne
 Manager, Tariff Development
 Cox Communications, Inc.
 1400 Lake Hearn Drive
 Atlanta, Georgia 30319

ACCESS SERVICE

SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

(D)

(D)

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ACCESS SERVICE

SECTION 4 - DEDICATED TRANSPORT (CONT'D.)

(D)

(D)

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SECTION 5 – TIME AND MATERIAL

(T)

5.1 Time and material charges for Cox Access Services are found in Section 3.9 preceding.

(N)

(M)

(M)

(M) Material previously appearing on this page has been moved to Original Page 51.1

ACCESS SERVICE

SECTION 6 - PROMOTIONS**6.1 Promotions - General**

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.

Cox will notify the Director of the Public Service Commission 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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Issued by: Martin Corcoran
Director, Tariff Development
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Atlanta, Georgia 30319

ACCESS SERVICE

SECTION 7 - CUSTOMER SPECIFIC CONTRACTS**7.1 General**

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

Contracts in this section are available to any other similarly situated Customer that places an order for such contract service within 90 days of the effective date of such contract service.

7.2 Switched Access Services Minutes of Use Contract Rates

7.2.1 Per minute of use charges for Switched Access services shall be determined based upon: (a) tariffed rates for Switched Access services; (b) the amount of Dedicated and Ethernet Services that the Customer purchases and (c) the manner in which Switched Access Services are delivered, i.e., by direct trunks to the Customer's respective switches or via a third-party tandem using tandem trunks.

7.2.2 Current intrastate Switched Access Usage rates are as set forth in section 3.10.1. Such rates may be amended from time-to-time by Company during the Term of this Agreement. The Customer will receive written notice as such changes become effective. Billing will commence with revised rates within the next full billing cycle following the effective date.

7.2.3 The tariffed rates for all intrastate Switched Access service minutes of use will be discounted pursuant to the Customer's Dedicated and Ethernet Service Purchase Level which shall first be determined at the end of every month using a rolling average of the amounts of the Customer purchases of Dedicated and Ethernet Services during the three (3) immediately preceding months ("Rolling Average"). For each month, the total dollar amount of Dedicated and Ethernet Services invoiced shall be aggregated to the applicable month including without limitation the amounts the Customer is entitled to include in its Dedicated Service Purchase Level for terminated services. The applicable discounts set forth in the following matrix shall apply to the intrastate Switched Access minutes of use delivered via direct trunks and to the intrastate Switched Access minutes of use delivered via tandem trunks.

7.2.4 In calculating the applicable discount to the per-minute-of-use charges for intrastate Switched Access Services, when reaching or exceeding the Dedicated Service Purchase Level set forth in the following matrix, per minute-of-use charge(s) to the Customer shall not be lower than the then current published ILEC rate for Switched Access services in the applicable service area/state.

(N)

(N)

ACCESS SERVICE

SECTION 7 - CUSTOMER SPECIFIC CONTRACTS

(N)

7.2 Switched Access Services Minutes of Use Contract Rates, cont'd

- 7.2.5** The applicable discounts will be applied to the intrastate Switched Access minutes of use billed in the first billing cycle which occurs fifteen (15) days after the end of the last month used to calculate the Rolling Average. (By way of example, if Customer's average Dedicated Service Purchase Level is \$1,250,000.00, for the months of January, February, and March 2007 (add total for each month then divide by 3), then Company shall apply a 15% discount to interstate minutes of use delivered via direct trunks, a 7% discount to interstate minutes of use delivered via tandem trunks, a 35% discount to intrastate minutes of use delivered via direct trunks, and a 17% discount to intrastate minutes of use delivered via tandem trunks in the billing cycles for the month of April, 2007 which occur more than fifteen days after the end of March, 2007. At the end of April, 2007, the month of January 2007 will be replaced by April, 2007 to calculate the Rolling Average). After applying the discount to then effective tariffed per minute-of-use Switched Access rate if the discounted rate falls below the then currently published ILEC rate in the applicable service area/state, the actual rate billed will be the ILEC rate.
- 7.2.6 Term of contract** The Company will enter into contracts under this Section 6 for terms of not less than five (5) years.
- 7.2.7 Service Availability** All services purchased under contract are subject to the availability of network facilities as determined solely by the Company. While the Company may have the right to provide services within the service area, not all services offered by the Company may be available throughout a particular service area. Contracts under this Section apply only to the Company's On Net buildings or locations. Off Net services and services requiring Type II facilities may be provided on an ICB basis solely at the Company's discretion.
- 7.2.8 Volume Commitments** There is no purchase volume commitments required of the Customer to purchase Dedicated Access or Ethernet services under the contract.
- 7.2.9 Termination Liability** All Dedicated Access and Ethernet services ordered by the Customer shall be subject to Early Termination Liability charges if the Customer cancels service prior to installation, fails to complete of the Minimum Service Term, or the Company cancels the service due to Customer's failure to comply with the terms of the contract.
- 7.2.10 Service Orders** In all cases, to order services, the Customer shall submit to the Company through the Company's established ordering process an industry standard Access Service Request (ASR), with all the required data fields completed. The Company shall respond to the Customer as follows: (a) provide the Customer with a Firm Order Confirmation ("FOC") accepting Customer's ASR; (b) provide the Customer with a FOC with a different service delivery date or conditions of Service; or (c) reject the ASR from the Customer.

(N)

ACCESS SERVICE

SECTION 7 - CUSTOMER SPECIFIC CONTRACTS

(N)

7.2 Switched Access Services Minutes of Use Contract Rates, cont'd

7.2.11 Minimum Service Terms All Dedicated Access and Ethernet services must be ordered with a minimum term of service of one (1) year and such term shall begin from the date of installation of service by the Company.

7.2.12 Service Level Agreements Dedicated and Ethernet services are provided pursuant to industry standard performance and service metrics. The Company will provide service credit allowances for service outages and installation delays which are the fault of the Company subject to certain exclusions for Customers executing a contract for services with the Company.

7.2.13 Services Charges All Dedicated Access and Ethernet services are subject to monthly recurring charges (MRC) and non-recurring charges (NRC) which are due and payable by the Customer as provided in the contract. In addition, services may be subject to taxes, assessments, surcharges, and expedite fees. MRCs shall begin upon installation of service provided that if the Customer delays the Company's service installation or is "not ready" on the service installation date, the Company may begin billing for service charges under the contract. NRCs shall be billed upon installation of service.

7.2.14 Additional Terms and Conditions Contracts for service under this Section shall contain additional terms and conditions of service offered by the Company to similarly situated Customers.

(N)

ACCESS SERVICE**SECTION 7 - CUSTOMER SPECIFIC CONTRACTS**

(N)

7.2 Switched Access Services Minutes of Use Contract Rates, cont'd**7.2.15 Intrastate Switched Access Discounts**

The following table sets forth the discounts applicable to Switched Access Service Base Price

Customer's Dedicated and Ethernet Service Rolling Average Monthly Purchase Level		Discount from Applicable Cox Tariff Rates			
Amount		Interstate Discount Percentage		Intrastate Discount Percentage	
From	To	Direct Trunk	Tandem Trunk	Direct Trunk	Tandem Trunk
\$0	\$574,999	N/A	N/A	0%	0%
\$575,000	\$999,999			20%	10%
\$1,000,000	\$1,499,999			35%	17%
\$1,500,000	\$1,999,999			45%	22%
\$2,000,000	\$2,499,999			55%	27%
\$2,500,000	\$2,999,999			65%	32%
\$3,000,000	\$3,499,999			65%	32%
\$3,500,000	And greater			65%	32%

7.3 800/8YY Charge Contract Rates

A per call 800/8YY Charge is applicable in the event that an 800/8YY database query is performed and the 800/8YY number is a number for which the Customer is the service provider. The amount of the 800/8YY Charge will be no greater than the then current price charged by the ILEC for the same functionality within the relevant state the call originated.

(N)