

**ACCESS SERVICE**

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**COX NEVADA TELCOM, LLC  
d/b/a Cox Communications  
d/b/a Cox Business Services**

**Regulations and Schedule of Charges  
Applying to Intrastate Access Services  
within the State of Nevada**

**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.

<b>PAGE</b>	<b>REVISION</b>	<b>PAGE</b>	<b>REVISION</b>	<b>PAGE</b>	<b>REVISION</b>
1	Original	31	Original	<b>61*</b>	<b>1<sup>st</sup> Revised</b>
<b>2*</b>	<b>1<sup>st</sup> Revised</b>	32	Original	<b>61.1</b>	<b>Original</b>
3	Original	33	Original	<b>61.2</b>	<b>Original</b>
4	Original	34	Original	<b>61.3</b>	<b>Original</b>
5	Original	35	Original	62	Original
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19	Original	49	Original	76	Original
20	Original	50	Original	<b>77</b>	<b>1<sup>st</sup> Original</b>
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**APPLICATION OF ACCESS SERVICE TARIFF**

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

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

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

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**EXPLANATION OF SYMBOLS AND ABBREVIATIONS**

**SYMBOLS**

- (C) To signify a change in regulation.
- (D) To signify a discontinued rate or regulation.
- (E) To signify the correction of an error made in prior revision.
- (I) To signify an increase in rate.
- (M) To signify a moved text but no change in text, rate or regulation.
- (N) To signify a new rate or regulation.
- (R) To signify a reduction in rate.
- (T) To signify change in text, but no change in rate or regulation.

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**EXPLANATION OF SYMBOLS AND ABBREVIATIONS**

**ABBREVIATIONS**

- B8ZS - Bipolar with 8-Zero Substitution; a line coding technique which permits DS0 and DS1 transmission with 15 consecutive zeros. B8ZS support 64 KBPS clear channel transmission.
- CDP - Customer Designated Premises – The premises specified by the Customer for termination of Access Services.
- 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.
- 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.
- LEC - Local Exchange Company.
- Mbps - Megabits per second; millions of bits per second.
- N/A - Not Available.
- COX - Cox Nevada Telcom, LLC



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SECTION 1 - DEFINITIONS

The following definitions are applicable to this tariff:

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

**Access Minutes** - Denotes that usage of exchange facilities in 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.

**Carrier or Common Carrier** - Any individual, partnership, association, corporation or other entity engaged in intrastate communications for hire by wire or radio between two or more exchanges.

**Central Office** - A local Company switching system where exchange service 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.

**Commission** - The Public Utilities Commission of Nevada.

**Company** - Cox Nevada Telcom, LLC

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

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**SECTION 1 – DEFINITIONS, Cont'd.**

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

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

**End User** – Denotes any Customer of an intrastate, interstate or foreign telecommunications service that is not a carrier, except that a carrier other than a LEC shall be deemed to be an “end user” to the extent that such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an “end user” if all resale transmissions offered by such reseller originate on the premises of such reseller.

**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.

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

**Facility** - 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.

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

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

**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.

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SECTION 1 - DEFINITIONS (CONT'D.)

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

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

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

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

**N/A** - Not Applicable.

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

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

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

**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.

**Special Access** - See Dedicated Access.

**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.

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

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**SECTION 2 - TERMS AND CONDITIONS**

**2.1 Undertaking of the Company**

**2.1.1 Scope**

The Company undertakes to furnish Switched Access and Special Access Services in accordance with the terms and conditions set forth in this Tariff

The Company shall comply with all rules and regulations issued by the Commission. In addition, the regulations set forth herein apply to all services offered throughout this Tariff unless otherwise specified in the service specific section.

**2.1.2 Interconnection**

The Company will provide for interconnection with other carriers in accordance with the rules and regulations promulgated by the Commission.

**2.1.3 Limitation on Service**

1. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
2. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, as hereinafter defined, or when service is used in violation of provisions of this tariff or the law.
3. The Company does not undertake to transmit messages, but offers the use of its service when available, and shall not be liable for errors in transmission or for failure to establish connections.
4. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet regulatory or statutory rules and standards.
5. The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's property, service or economic conditions.

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

**2.1 Undertaking of the Company, cont'd.**

**2.1.4 Assignment or Transfer**

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

**2.1.5 Ownership of Facilities**

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

**2.1.6 Use of Service**

1. Service may be used for any lawful purpose by the Customer or by any End User.
2. 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.
3. 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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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)**

**2.1 Undertaking of the Company, cont'd.**

**2.1.7 Provision of Equipment and Facilities**

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

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

**2.1 Undertaking of the Company, cont'd.**

**2.1.8 Liability of the Company**

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) of this subsection, 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. 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.
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.
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.

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

**2.1 Undertaking of the Company, cont'd.**

**2.1.8 Liability of the Company, cont'd.**

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:
  - A. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;
  - B. 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
  - C. All other claims arising out of any act or omission of the customer in the course of using services provided pursuant to this tariff.
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.
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.
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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SECTION 2 - TERMS AND CONDITIONS (CONT'D.)

2.1 Undertaking of the Company, cont'd.

2.1.9 Discontinuance and Restoration of Service

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

1. Cancellation by the Customer

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

2. Cancellation by the Company

- A. For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 45 days overdue.
- B. For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.
- C. For any violation of law or of any of the provisions governing the furnishing of service under this tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.
- D. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction. Additionally, the Company may discontinue service, without notice, in case of fraud or suspects intent to defraud the Company.

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

**2.1 Undertaking of the Company, cont'd.**

**2.1.9 Discontinuance and Restoration of Service, cont'd.**

3. Restoration of service

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

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

**2.2 Obligations of the Customer**

**2.2.1 Damages**

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

**2.2.2 Ownership of Facilities**

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

**2.2.3 Equipment Space and Power**

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

**2.2.4 Cancellation of Application for Service**

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

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

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

2.2 Obligations of the Customer

2.2.5 Liability of the Customer

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

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

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

**2.2 Obligations of the Customer, cont'd.**

**2.2.6 Testing**

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

**2.2.7 Design of Customer Services**

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

**2.2.8 Network Contingency Coordination**

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

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

2.2 Obligations of the Customer, cont'd.

2.2.9 ASR Requirements

The Customer shall order all Access as described in this Section.

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

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

When a Customer orders Switched Access for mixed interstate and intrastate usage, the Customer shall provide an estimate of the total usage which will be interstate by traffic type, e.g. 1+, 011+, 9XX, 500, 700, and 900 access service. If the Customer fails to provide this estimate, all usage will be allocated as 50% interstate and 50% intrastate. The Customer or the Company allocated percentages will be used as a basis of the jurisdictional determination for billing purposes of all charges until the service is activated and a more accurate determination can be provided as specified in Sections 2.2.10, Jurisdictional Report Requirements, and 2.2.11, Determination of Intrastate Charges for Mixed Interstate and Intrastate Switched Access, following.

2.2.10 Jurisdictional Report Requirements

1. Jurisdictional Reports

A. Percent Interstate Usage (PIU)

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

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

2.2 Obligations of the Customer, cont'd.

2.2.10 Jurisdictional Report Requirements, cont'd.

1. Jurisdictional Reports, cont'd.

A. Percent Interstate Usage (PIU)

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

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

- Apply the PIU based on the latest jurisdictional report as provided by the Customer and as set forth in C. following.
- Where the Customer has not provided a jurisdictional report, the Company shall use the original estimate of total usage as set forth in 2.2.9 preceding.
- Where no estimate of total usage has been provided, the PIU shall be allocated as 50% interstate and 50% intrastate.

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

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

**2.2 Obligations of the Customer, cont'd.**

**2.2.10 Jurisdictional Report Requirements, cont'd.**

1. Jurisdictional Reports, cont'd.

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

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

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

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

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

- The PIU will be applied to the appropriate Carrier Common Line, End Office Switching, Information Surcharge, and Interconnection Charge.
- The PIU for Switched Access services must be provided by the Customer of record when used in conjunction with Signaling.



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ACCESS SERVICE

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

2.2 Obligations of the Customer, cont'd.

2.2.10 Jurisdictional Report Requirements, cont'd.

1. Jurisdictional Reports, cont'd.

B. Entrance Facilities and Direct-Trunked Transport Facilities

A PIU may be provided for each Entrance Facility and a separate PIU may be provided for each Direct-Trunked Transport facility reflecting the originating and terminating traffic of all Switched Access services that use such facilities. When a Customer orders the same type of Entrance Facility and Direct-Trunked Transport, i.e., DS1 or DS3, from the CDP to the first point of switching or Company Hub Office, the Customer may submit one PIU to be applied to both the Entrance Facility and the Direct Trunked Transport. A consolidated PIU for all Entrance Facility and Direct-Trunked Transport elements may be provided at the option of the Customer if such PIU is representative of the actual interstate use of the service.

In those situations where a PIU for Entrance Facility or Direct-Trunked Transport charges has not been provided with a quarterly update and is therefore not available, the Company will apply a current PIU from its jurisdictional Factors Database.

**ACCESS SERVICE**

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

**2.2 Obligations of the Customer, cont'd.**

**2.2.10 Jurisdictional Report Requirements, cont'd.**

1. Jurisdictional Reports, cont'd.

C. Jurisdictional Report Updates

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

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

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

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

**ACCESS SERVICE**

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

**2.2 Obligations of the Customer, cont'd.**

**2.2.10 Jurisdictional Report Requirements, cont'd.**

2. Maintenance of Customer Records

The Customer shall retain for a minimum of twelve months call detail records that substantiate the interstate percentage provided to the Company as set forth in 2.2.10.1, Jurisdictional Reports, preceding, for Switched Access Service. Such records shall consist of the following:

- A. All call detail records such as work papers and/or backup documentation including paper, magnetic tapes or any other form of records for billed Customer traffic, call information including call terminating address (i.e., called number), the call duration, all originating and terminating trunk groups or access lines over which the call is routed, and the point at which the call enters the Customer's network and;
- B. If the Customer has a mechanized system in place that calculated the PIU, then a description of that system and the methodology used to calculate the PIU must be furnished and any other pertinent information (such as but not limited to flow charts, source code, etc.) relating to such systems must also be made available.

**ACCESS SERVICE**

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

**2.2 Obligations of the Customer, cont'd.**

**2.2.10 Jurisdictional Report Requirements, cont'd.**

3. Jurisdictional Reports Verification

The Company may request the Customer to verify their jurisdictional reports. The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained. The Company will request the Customer to provide the records of call detail and other information as specified in 2.2.10.2, Maintenance of Customer Records, preceding, that the Customer uses to determine the percentage of interstate and intrastate use in some or all of the states where the Customer has provided such factors. No more than one verification request per state will be made per year.

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

- revise the Customer's PIU factor,
- calculate the interstate and intrastate access charges that should have been billed to the Customer for the prior period specified in 2, Maintenance of Customer Records, of this subsection preceding, that the inaccurate PIUs had been used and debit or credit the Customer for the difference between the charges that should have been billed with the default PIU and the charges that were billed.

**ACCESS SERVICE**

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

**2.2 Obligations of the Customer, cont'd.**

**2.2.10 Jurisdictional Report Requirements, cont'd.**

3. Jurisdictional Reports Verification, cont'd.

- B. If the Customer fails to supply data as specified in 2, Maintenance of Customer Records, of this subsection, preceding, within 45 calendar days of the Company's request, sufficient for the Company to substantiate or determine PIU factors, then:
1. The Company will apply a default PIU factor of 50% to the traffic for which the Company does not have sufficient call detail to determine the jurisdiction of the traffic ("unknown jurisdiction" usage) (i.e., 50% of the unknown jurisdiction usage will be billed under the interstate jurisdiction and 50% of the unknown jurisdiction usage will be billed under the intrastate tariff) in lieu of the PIU factors last submitted by the Customer.
  2. The Company will apply the default PIU factor to all future access minutes of use with unknown jurisdiction beginning with the first bill date following the 45 calendar day period during which the Customer was to submit the records of call detail requested by the Company. The application of the default PIU factor will continue until the Customer provides the Company with records of call detail or other data that are sufficient for the Company to substantiate the Customer-provided PIU factors.

**ACCESS SERVICE**

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

**2.2 Obligations of the Customer, cont'd.**

**2.2.10 Jurisdictional Report Requirements, cont'd.**

4. Contested Jurisdictional Reports

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

If the Company applies the revised or default PIU factor to the Customer's account as provided in 3, Jurisdictional Reports Verification, of this subsection preceding, in lieu of the Customer-provided PIU factor, the Customer may contest application of the default PIU by providing written notification, by Certified U.S. mail (return receipt requested), to the Company within thirty (30) calendar days from the date the revised or default PIU is applied or the date that the Company provides notice to the Customer of its decision to apply the revised or default PIU. The Customer may request that the dispute be resolved by a neutral arbitrator mutually agreed upon by the Company and the Customer. Arbitration is an option of law or at the Public Utilities Commission of Nevada for resolution of the dispute. The arbitration hearing will be conducted in a state or location within the Company operating territory where the Customer maintains its principal place of business or at a location within the Company's operating territory that is mutually agreed upon by both parties. The arbitration procedures shall be governed by the law, both statutory and case, of the state in which the arbitration hearing is held, including but not limited to the Uniform Arbitration Act, as adopted in that state. The arbitrator shall determine the Customer's PIU for each state for each category of traffic based on the standards in 1, Jurisdictional Reports, of this subsection, preceding.

**ACCESS SERVICE**

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

**2.2 Obligations of the Customer, cont'd.**

**2.2.11 Determination of Intrastate Charges for Mixed Interstate and Intrastate Switched Access**

When mixed interstate and intrastate Switched Access Service is provided, all charges will be prorated based on the jurisdictional distribution of access minutes as set forth in 2.2.9, ASR Requirements, and 2.2.10, Jurisdictional Report Requirements, preceding. The portion of a Switched Access Service to be charged as intrastate is determined in the following manner.

For usage rated elements, multiply the percent intrastate use times the total usage, either measured or assumed, rounded to whole access minutes times the appropriate tariff rate element.

For monthly and nonrecurring rate elements, multiply the percent intrastate use times the quantity of each chargeable element times the stated tariff rate per element.

**ACCESS SERVICE**

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

**2.3 Billing and Payment Arrangements**

The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in: (1) a paper format; (2) a paper format bill summary with a computer disk to provide the detailed information of the bill; (3) computer disk only; or (4) via electronic transmission. Such bills are due upon receipt regardless of the media utilized. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage. Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum service period will be prorated to the number of days based on a 30 day month. The Company will, upon request and availability, furnish such detailed information as may reasonably be required for verification of billing.

The Customer will be assessed a charge for each check submitted by the Customer to the Company which a financial institution refuses to honor.

**2.3.1 Taxes**

The Customer is responsible for payment of any sales, use, gross receipts, excise, access, franchise or other local, state and federal taxes, charges, fees or surcharges (however designated), excluding taxes on the Company's net income, imposed on or based upon the provision, sale or use of network services. Where applicable, such taxes will be billed by the Company to the Customer and will be separately stated on the Customer's invoice; provided, however, that the Company will not bill to the Customer such taxes as may be exempted by a tax exemption or resale certificate for operation in any jurisdiction in which the Customer obtains such certificate.



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ACCESS SERVICE

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

**2.3 Billing and Payment Arrangements, cont'd.**

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

1. If such payment due date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday date following such Sunday or Legal Holiday. If such payment due date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.
2. Further, if any portion of the payment is received by the Company after the payment due date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment charge shall be due the Company. The late payment charge shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be 1.5% per month. The late factor will be applied for the number of days from the payment due date to and including the date that the Customer actually makes the payment to the Company.

**2.3.3 Term Agreements**

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

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ACCESS SERVICE

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

2.3 Billing and Payment Arrangements (Cont'd.)

2.3.4 Minimum Period

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

1. Minimum Period Charge

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

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

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

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

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ACCESS SERVICE

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

**2.4 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.

- 2.4.1** 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.
- 2.4.2** 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 2.3, Billing and Payment Arrangements, preceding.
- 2.4.3** 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.
- 2.4.4** 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.
- 2.4.5** 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 2.3, Billing and Payment Arrangements, preceding.

**ACCESS SERVICE**

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

**2.5 Payment of Deposits**

- 2.5.1** The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established credit with the Company and has no history of late payments to the Company.
- 2.5.2** A deposit may not exceed the actual or estimated rates and charges for the service for a two month period for a facility that has a minimum payment period of one month. The fact that a deposit has been made in no way relieves the Customer of its obligations to comply with the Company's requirements as to prompt payment in accordance with the terms of this tariff.
- 2.5.3** At such time as the provision of the service to the Customer is terminated, the amount of the deposit, if any, held by the Company will be credited to the Customer's account and any credit balance which may remain will be refunded to the Customer. After the Customer has established a one year prompt payment record, such a deposit will be refunded or credited to the Customer's account at any time prior to the termination of the provision of service to the Customer.
- 2.5.4** In the case of a cash deposit held by the Company, the deposit will accrue at a simple interest rate of equal to the rate applicable for the late payment charges set forth in 2.3, Billing and Payment Arrangements, preceding. The simple 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. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.
- 2.5.5** If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

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**ACCESS SERVICE**

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

**2.6 Inspection, Testing and Adjustment**

- 2.6.1** The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the Customer's departure from or the Company's reasonable suspicion of the Customer's departure from any of these terms and conditions.
- 2.6.2** Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

**ACCESS SERVICE**

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

**2.7 Interconnection**

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

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**ACCESS SERVICE**

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**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 two-point communications paths 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 Section 3.4, Rate Categories, following. Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

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**ACCESS SERVICE**

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

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

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

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

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

**3.2.1 Manner of Provision**

There are two major traffic types. These are: Originating and Terminating. Originating traffic type represents access capacity within a LATA for carrying traffic from the end user to the Customer and Terminating traffic type represents access capacity within a LATA for carrying traffic from the Customer to the end user. 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

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

3.2 Description of Switched Access Service Arrangement(s) and Manner of Provision, cont'd.

3.2.2 Service Descriptions

1. Feature Group D (FGD)

A. General

There are various Switched Access Transport services and features and Local Switching features available with Feature Group D (FGD). These features are described in the following section, 3.3.1, Local Switching-Common Switching Features. Unless specifically stated otherwise, these features are available at all Company end office switches.

1. FGD is provided at Company designated end office switches.
2. FGD is provided as trunk side switching through the use of end office switch trunk equipment.
3. The Company will establish a trunk group or groups for the Customer at end office switches where FGD switching is provided. When required by technical limitations, a separate trunk group will be established for each type of FGD switching arrangement provided. Different types of FGD or other switching arrangements may be combined in a single trunk group at the option of the Company.

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ACCESS SERVICE

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

3.2 Description of Switched Access Service Arrangement(s) and Manner of Provision, cont'd.

3.2.2 Service Descriptions, cont'd.

1. Feature Group D (FGD), cont'd.

B. Originating FGD

1. Originating FGD may be utilized in conjunction with the following access services provided under this Tariff:
  - o 8XX Toll Free
  - o 900 Access Services
  - o 500 Access Services
  - o 950-XXXX Access
2. The uniform access code for FGD switching is 101XXXX. (The XXXX represents a unique four-digit Carrier Identification Code (CIC) for each access Customer.) This uniform code will be the assigned access number for all FGD Access Service provided to the Customer by the Company. When the 101XXXX access codes are used, FGD switching also provides for dialing the digit 0 for access to the Customer's operator, or 911 for access to the Telephone Company's emergency reporting service. FGD Switched Access Service may be originated by using a 950-XXXX access code if the Customer requests the FGD with 950 Access feature.

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ACCESS SERVICE

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

3.2 Description of Switched Access Service Arrangement(s) and Manner of Provision, cont'd.

3.2.2 Service Descriptions, cont'd.

1. Feature Group D (FGD), cont'd.

B. Originating FGD, cont'd.

3. No access code is required for calls to a Customer over FGD Switched Access Service. The Customer's end user is not required to dial an access code for originating 8XX Toll Free, 900 Access Codes or 500 Access Service. The Company will block 8XX Toll Free and 500/900 Access Service calls dialed with an access code.
4. Where no access code is required, the telephone number dialed by the Customer's end user shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP). For international calls outside the NANP, a seven to twelve digit number may be dialed. The form of the numbers dialed by the Customer's end user is NXX-XXXX, 0 or 1 + NXX-XXXX, NPA + NXX-XXXX, 0 or 1 + NPA + NXX-XXXX, and for International Direct Distance Dialing (IDDD), 01 + CC + NN or 011 + CC + NN.

D. Terminating FGD

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

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**ACCESS SERVICE**

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

**3.2 Description of Switched Access Service Arrangement(s) and Manner of Provision, cont'd.**

**3.2.2 Service Descriptions, cont'd.**

2. Service Access Code (SAC) Access Service

- A. Service Access Code (SAC) Access Service is provided at Company appropriately equipped end offices.
- B. Originating SAC Access Service is a trunk side switched service that is available to the Customer via SAC Access Service trunk groups. The appropriate Customer Identification Function, as specified in Section 3.2.2.2 H, I and J of this subsection, following, must be ordered in conjunction with each SAC Access Service trunk group. SAC Access Service traffic at the option of the Customer can be carried on the same group with non-SAC Access traffic.
- C. When a 1+500-NXX-XXXX or 0+500-NXX-XXXX call is originated by an End User, the Telephone Company will perform the selected Customer identification Function based upon the dialed digits to determine the disposition of the call. If the call originates from an end office not equipped to provide the Customer Identification Function, the call will be routed to an office where the function is available. Once the Customer Identification Function has been performed, the call will be routed to the Customer.
- D. The manner in which SAC Access Service is provided is dependent on the status of the end office from which the service is provided (i.e., equipped with equal access or not equipped with equal access capabilities). When SAC Access Service is provided from an end office equipped with equal access capabilities, all such service will be provisioned in accordance with the technical characteristics available with FGD except when more than one Company hub office is employed in the transport of a SAC Access Service call.

**ACCESS SERVICE**

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

**3.2 Description of Switched Access Service Arrangement(s) and Manner of Provision, cont'd.**

**3.2.2 Service Descriptions, cont'd.**

2. Service Access Code (SAC) Access Service, cont'd.
  - E. 500 SAC Access Service originating from equal access end offices with the 500 Customer Identification Function, described in I of this sub-section, following, may be provided using exchange access signaling.
  - F. For SAC Access Service traffic originating from equal access end offices with the Customer Identification Function capabilities, FGD parameters as specified in 3.2.2.1, Feature Group D, preceding, applies.
  - G. 8XX Toll Free Access - Customer Identification Function  
This function utilizes 8XX Data Base Query Service, as described in Section 3.4.4, 8XX Data Base Query Service, following, to screen all ten digits of all 8XX-NXX-XXXX type calls generated by end users to determine the Customer to which the 8XX call is to be routed. This function is provided in conjunction with 8XX Toll Free Access Service.
  - H. 900 Customer Identification Function  
This function provides for screening of the first six digits of all 900-NXX-XXXX type calls generated by end users to determine the Customer to which the call is to be routed. This function is provided in conjunction with 900 SAC Access Service and with FGD.
  - I. 500 Customer Identification Function  
This function provides for screening of the first six digits of all 500-NXX-XXXX type calls generated by end users to determine the Customer to which the call is to be routed. This function is provided in conjunction with 500 SAC Access Service and with FGD.

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ACCESS SERVICE

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

3.3 Switched Access Features

3.3.1 Local Switching – Common Switching Features

1. Feature Descriptions

A. Automatic Number Identification (ANI)

Automatic Number Identification (ANI) is available with FGD.

The ANI feature is an end office software function which is associated on a call-by-call basis with:

- all individual transmission paths in a trunk group routed directly between an end office and a Customer's premises, or,
- all individual transmission paths in a trunk group between an end office and an access tandem, where technically feasible.

This feature provides the automatic transmission of:

1. information indicators to identify the calling party's class of service for billing, routing and special handling purposes, and
2. a seven or ten digit telephone number to identify the calling station of calls originating in the LATA.
3. in addition to the information indicators, the seven or ten digit telephone number will be provided to Customers for each service class described below. Ten-digit ANI is only available with FGD. The information indicator (ii) assignments listed below will be provided to Customers with FGD, and identify:
  - 00 telephone number is the station billing number; no special treatment required;
  - 07 coinless station, hospital, inmate, etc. Call which requires special screening or handling by the Customer;
  - 27 coin call.

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ACCESS SERVICE

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

3.3 Switched Access Features, cont'd.

3.3.1 Local Switching – Common Switching Features, cont'd.

1. Feature Descriptions, cont'd.

B. Carrier Identification Code (CIC)

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

C. Carrier Identification Code Parameter (CIP)

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

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ACCESS SERVICE

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

3.3 Switched Access Features, cont'd.

3.3.1 Local Switching – Common Switching Features, cont'd.

1. Feature Descriptions, cont'd.

D. Carrier Selection Parameter (CSP)

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

E. 64 Clear Channel Capability

- Available with FGD that has SS7 Signaling in suitably equipped end office switches.
- Provides the Customer with an increase in usable bandwidth from 56 Kbps to 64 Kbps per trunk data stream across the network. Clear Channel Capability is provided only on a 1.544 Mbps facility and requires the Customer signal at the channel interface to conform to Bipolar with Eight Zero Substitution (B8ZS) line code format as described in Transport Systems Generic Requirements (TSGR): Common Requirements; TR-TSY-000499. This feature is provided with SS7 Signaling and is available where technically feasible and facilities permit.



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ACCESS SERVICE

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

3.3 Switched Access Features, cont'd.

3.3.1 Local Switching – Common Switching Features, cont'd.

1. Feature Descriptions, cont'd.

F. FGD with 950 Access

FGD Switched Access with 950-XXXX Access is an optional arrangement that provides for the routing of originating calls using a Customer's 900-XXXX access code(s) to the Customer over the Customer's FGD trunks. All such calls will be rated as FGD switched access calls.

This optional arrangement uses FGD signaling protocols and technical specifications. The 950-XXXX traffic can be routed over FGD trunks combined with the Customer's standard FGD traffic directly to the CDP. The Customer must be able to differentiate standard FGD calls from 950-XXXX calls delivered over the same FGD trunks.

G. Flexible Automatic Number Identification (Flex ANI)

- Available with FGD in suitably equipped end offices and in association with the ANI feature.
- Provides the ability to add values to the existing information indicators (ii) that are available with the ANI feature. The Customer will receive all new (ii) codes that are assigned by the North American Numbering Plan Administrator as they become available and are activated in Company switches. Flex ANI is provided per end office and on a Carrier Identification Code (CIC) basis. The technical requirements for Flex ANI are contained in the Bellcore LSSGR FSD 20-20-0100, Issue 1, March 1987.

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ACCESS SERVICE

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

3.3 Switched Access Features, cont'd.

3.3.1 Local Switching – Common Switching Features, cont'd.

1. Feature Descriptions, cont'd.

H. International Carrier Feature

- Available with FGD at end offices equipped for International Direct Distance Dialing (IDDD)
- This feature provides for the forwarding of international calls to the Customer designated by the end user. This feature also provides for the forwarding of international calls of one or more international carriers to the Customer (i.e., the Company is able to route originating international calls to a Customer other than the one designated by the end user either through presubscription, 101XXXX dialing). This arrangement requires the provision of written verification to the Company that the Customer is authorized to forward such calls. The written verification must be in the form of a letter of agency authorizing the Customer to order the feature on behalf of the international carrier.

I. Calling Party Number

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

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**ACCESS SERVICE**

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

**3.4 Description and Application of Rates**

There are four (4) rate categories which apply to Switched Access Service:

- Switched Access Transport (includes Common Transport, Direct-Trunk Transport and Entrance Facility)
- Local End Office Access Switching
- Switched Access 500 and 900 SAC Service
- 8XX Toll Free Access Service

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ACCESS SERVICE

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

3.4 Description and Application of Rates, cont'd.

3.4.1 Switched Access Transport

The Switched Access Transport rate category provides the transmission facilities between the Customer's premises and the end office switch(es) where the Customer's traffic is switched to originate the Customer's communications. For purposes of determining Switched Access Transport mileage, distance will be measured from the Customer's point of interface (POI) to the end office switch(es).

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

The Company will work cooperatively with the Customer in determining: (1) the Entrance Facility and (2) the directionality of the service.

Switched Access Transport is provided at the rates and charges set forth in 3.9, Rates and Charges, following.

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

ACCESS SERVICE

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

3.4 Description and Application of Rates, Cont'd.

3.4.1 Switched Access Transport, cont'd.

1. Switched Access Transport is comprised of an Entrance Facility rate category, Common Transport rate category and a Direct-Trunked Transport rate category as described below:

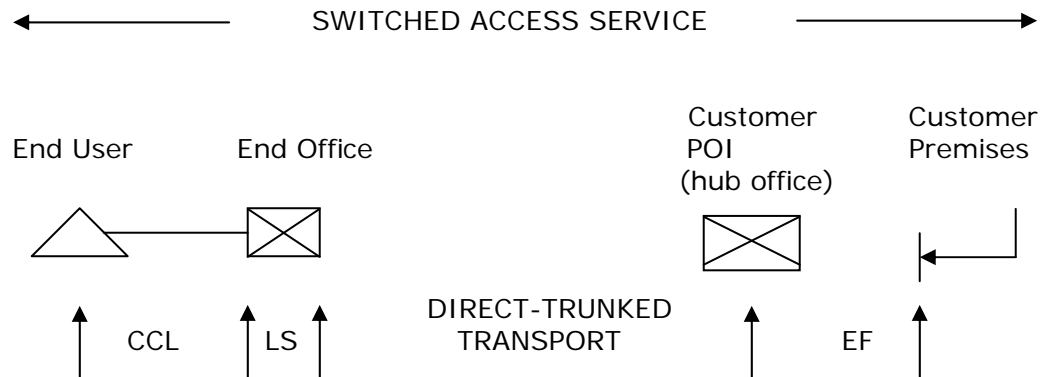
A. Entrance Facility Rate Category

An Entrance Facility provides the transmission path between a Customer's premises to the Company facilities at that premises for the sole use of the Customer. The entrance facility category is comprised of a DS1 or a DS3. An Entrance Facility is required whether the Customer's premises and the hub office are located in the same or different building. The types of facilities available for Entrance Facilities are described in 3.4.1.2, Switched Access Transport Facilities, following.

B. Direct-Trunked Transport Rate Category

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

The following diagram depicts a generic view of the components of trunk-side Switched Access Service and the manner in which the components are combined to provide a complete Access Service.



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ACCESS SERVICE

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

3.4 Description and Application of Rates, Cont'd.

3.4.1 Switched Access Transport, cont'd.

1. Cont'd.

C. Switched Common Transport Rate Category

The Common Transport rate category provides for transmission facilities between the Company End Office and an alternate tandem provider's network. The Switched Common Transport rate category is comprised of the Transport Termination and Transport Mileage rate elements.

Transport Termination - includes the non-distance sensitive portion of Switched Transport and is assessed on a per access minute-of-use basis.

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

When mixed interstate and intrastate Switched Access Service is provided, all charges will be prorated based on the jurisdictional distribution of access minutes as set forth in 2.2.9, ASR Requirements, and 2.2.10, Jurisdictional Report Requirements, preceding. The portion of a Switched Access Service to be charged as intrastate is determined as set forth in 2.2.11, Determination of Intrastate Charges for Mixed Interstate and Intrastate Switched Access, preceding.

**ACCESS SERVICE**

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

**3.4 Description and Application of Rates, Cont'd.**

**3.4.1 Switched Access Transport, cont'd.**

2. Switched Access Transport Facilities

The types of facilities available to the Customer for Entrance Facilities and Direct-Trunked Transport facilities for Switched Access Service are DS1 and DS3. Following is a brief description of each type of facility. Each type has its own characteristics and is available with multiplexing options as set forth in 3.4.1.3.A, Multiplexing, following.

A. DS1 Facility

DS1 facilities are available for Entrance Facilities and for Direct-Trunked Transport facilities. A DS1 facility is capable of transmitting signals at a nominal 1.544 Mbps, with the capability to channelize to 24 voice-frequency transmission paths.

B. DS3 Facility

DS3 facilities are available for Entrance Facilities and Direct-Trunked Transport facilities. A DS3 is capable of transmitting signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths.

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ACCESS SERVICE

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

3.4 Description and Application of Rates, Cont'd.

3.4.1 Switched Access Transport, cont'd.

3. Chargeable Optional Features

A. Multiplexing

Multiplexing provides the capability of converting the capacity or bandwidth of a facility from a higher level to a lower level or from a lower level to a higher level. Rates and charges are set forth in Section 3.9, Rates and Charges, following.

When the Customer requests Direct-Trunked Transport to connect to the same Entrance Facility, multiplexing is required at the hub office and must be ordered by the Customer as a chargeable optional feature of the Entrance Facility.

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

1. DS3 to DS1

An arrangement which converts a DS3 channel to twenty-eight channels utilizing time-division multiplexing. DS3 to DS1 multiplexing is available as a chargeable optional feature for Entrance Facilities and Direct-Trunked Transport facilities. DS3 to DS1 multiplexing is always required at the hub office of the Customer's Premises when a DS3 Entrance Facility is to connect to a DS1.



**ACCESS SERVICE**

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

**3.4 Description and Application of Rates, Cont'd.**

**3.4.1 Switched Access Transport, cont'd.**

**3. Chargeable Optional Features, cont'd.**

**B. Shared Network Arrangement**

1. A Shared Network Arrangement (SNA) is a service offering that enables a Customer (the "Service user") to connect subtending services to the multiplexed High-Capacity service of another Customer, with the Company maintaining separate records and billing for each. Each Customer will be billed for those rate elements associated with their own portion of the service configuration. Under no circumstances will the rates or charges for individual rate elements be split. This offering is limited to service configurations where a Service User obtains either subtending circuits from a host's multiplexed DS1 service, or DS1 circuits from a host's multiplexed DS3 service.
2. Under the Shared Network Arrangement, the Company may share with the host subscriber record information pertaining to the services of other users of the shared network. Such disclosure will be under the sole discretion of the Company as is necessary to perform billing reconciliation and/or other functions required in connection with maintaining account records.
3. Rates and charges specific to Shared Network Arrangements are contained in Section 3.9, Rates and Charges, following.

**ACCESS SERVICE**

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

**3.4 Description and Application of Rates, Cont'd.**

**3.4.2 Local End Office Switching**

The Local End Office Switching rate category provides the local end office switching and end user termination functions necessary to complete the transmission of switched access communications to and from the end users served by the local end office.

The Local End Office Switching rate category includes Local Switching End Office Trunk Port, Local Switching Dedicated End Office Trunk Port and Interconnection, as described below:

A. Local Switching End Office Trunk Port

The Local Switching End Office Trunk Port minutes-of-use rate provides for the use of the shared end office trunk ports for termination of common transport trunk.

B. Local Switching Dedicated End Office Trunk Port

The Local Switching Dedicated End Office Trunk Port monthly rate provides for termination of a dedicated trunk in the end office port. The rate is assessed per activated trunk for all trunk-side services, per end office.

C. Interconnection Charge

The Interconnection Charge shall be assessed upon all Customer's interconnecting with the Company's Switched Access network. Interconnection is applicable to all Switched Access originating and terminating minutes of use.

Additionally, where end offices are appropriately equipped, international dialing may be provided as a capability associated with Feature Group D. International dialing is provided in association with FGD.

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ACCESS SERVICE

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

3.4 Description and Application of Rates, cont'd.

3.4.3 8XX Data Base Query Service

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

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

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

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**ACCESS SERVICE**

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**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.

**3.5.2 Design and Traffic Routing of Switched Access Service**

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

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.

**ACCESS SERVICE**

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

**3.6 Obligations of the Customer**

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

**3.6.1 ASR Requirements**

ASR Requirements are as set forth in Section 2.2.9 preceding.

**3.6.2 Jurisdictional Report Requirements**

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

**3.6.3 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 Traffic**

**a. Scope**

VoIP-PSTN Traffic is defined as traffic exchanged between a Cox end user and the customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at rates equivalent to interstate access rates (unless the parties have agreed otherwise) by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov.18, 2011) ("FCC ICC Order"). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "VoIP-PSTN Traffic") from the customer's traditional intrastate access traffic, so that such VoIP-PSTN Traffic can be billed in accordance with the FCC Order.

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

The VoIP-PSTN Traffic identified in accordance with this tariff section and in the absence of an interconnection agreement will be billed at rates equal to Cox's applicable tariffed interstate switched access rates as provided in Cox Communications Tariff FCC No. 4.

(N)

(N)

ACCESS SERVICE

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

3.6 Obligations of the Customer

3.6.3 Identification and Rating of VoIP-PSTN Traffic, cont'd.

c. PVU Factor

Cox will determine the weighted access rate based on Cox's applicable interstate and intrastate access rates and a Percent VoIP Usage ("PVU") factor as set forth herein. The same PVU factor shall apply to all originating and all terminating intrastate access minutes. From December 29, 2011, to the date of the first revision to the PVU, Cox will apply the PVU factor equal to the percentage of VoIP subscribers in the most recently released Local Competition Report for [state name] or if a state report is not available for [state], the percentage of VoIP subscribers for the United States.

Cox will develop a weighted access rate reflecting the FCC ICC Order's application of rates equivalent to interstate switched access rates to intrastate VoIP-PSTN MOUs based on the PVU factor and Cox's applicable interstate and intrastate access rates. This rate will be calculated as PVU factor times the interstate switched access rates found in Cox Tariff FCC No. 4 plus the intrastate switched access rates times (1.0 minus the PVU factor). This weighted rate will apply to the total intrastate access MOUs exchanged with the customer to determine the access charges due on intrastate traffic.

d. PVU Factor Updates

The initial PVU factor shall be updated when a new Local Competition Report is released or when an individual PVU factor is calculated pursuant to subsection e., below 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 billing until superseded by a new PVU.

(N)

(N)

ACCESS SERVICE

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

3.6 Obligations of the Customer

3.6.3 Identification and Rating of VoIP-PSTN Traffic, cont'd.

e. PVU Factor Rebuttal

If the customer believes that the PVU factor as determined pursuant to subsection c. or d., as applicable, is incorrect, it may seek to revise the PVU factor using the procedure prescribed in this subsection e. Any changes to PVU factor pursuant to this subsection e. shall be effective as of the next billing cycle after the customer provides the data required for recalculation and Cox determines customer's supporting documentation is sufficient to establish the accuracy of the calculation of the PVU-C, as defined in subparagraph .e.(1)(A).

(1) Calculation and Application of the customer's individual PVU Factor

When a customer requests revision of the PVU, the individual PVU will be derived and applied as follows:

(A) The customer will calculate and furnish to Cox a factor (the PVU-Customer or "PVU-C") representing the percentage of the total intrastate and interstate access MOU that the customer exchanges with Cox in the State, that (a) is sent to Cox by the customer and that originated in IP format; or (b) is received from Cox by the customer and terminated in IP format, as applicable. This PVU-C shall be based on information such as the number of the customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information. The customer must provide sufficient documentation to establish the accuracy of its calculations. Cox shall determine whether customer's supporting documentation is sufficient and notify customer within 30 days if it is not.

(B) Cox's factor will be the PVU-Provider or "PVU-P" representing the percentage of Cox's total intrastate and interstate access lines in the State that Cox originates or terminates on its network in IP format. This PVU-P shall be based on information reported by Cox on its most recent FCC Form 477.

(N)

(N)

ACCESS SERVICE

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

3.6 Obligations of the Customer

3.6.3 Identification and Rating of VoIP-PSTN Traffic, cont'd.

e. PVU Factor Rebuttal (cont'd)

(1) Calculation and Application of the customer's individual PVU Factor (Cont'd)

(C) Cox will use the PVU-C and PVU-P factors to calculate an individual PVU factor that represents the percentage of total intrastate and interstate access MOU exchanged between a Cox end user and that customer that is originated or terminated in IP format, whether at Cox's end, at the customer's end, or at both ends. The individual 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).

(D) Cox will develop a weighted access rate reflecting the FCC ICC Order's application of interstate switched access rates to intrastate VoIP-PSTN MOUs based on the individual PVU factor and Cox's applicable interstate and intrastate access rates. This rate will be calculated as PVU factor times the interstate local switching rate in Cox Tariff FCC No. 4 plus the intrastate local switching rate times (1.0 minus the PVU factor). This weighted rate will apply to the total intrastate access MOUs exchanged with the customer to determine the access charges due on intrastate traffic.

(2) PVU Factor Verification

If the PVU is determined in accordance with this subsection e., not more than twice in any year Cox may ask the customer to verify the PVU-C factor furnished to Cox and customer may ask Cox to verify the PVU-P factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-C and PVU-P factors. If customer does not comply with a request from Cox for verification of the 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 [state name] or if a state report is not available for [state], the percentage of VoIP subscribers for the United States until such time as customer provides the information required by paragraph e.1.

(N)

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ACCESS SERVICE

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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.

**3.7.1 Types of Rates and Charges**

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

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

**1. Nonrecurring Charges**

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service.) Nonrecurring charges are applicable for installation of services, installation of features and for certain service rearrangements. In addition, an Access Order Charge may be applicable as specified in 3.9, Rates and Charges, following.

A. Nonrecurring Charges for Installation of Service

1. Switched Access Connection Charges

For Entrance Facilities, this charge applies to Customer requests for installation of Switched Access Entrance Facilities from the CDP to the hub office. The Switched Access Connection Charge applies on a per Entrance Facility basis and is dependant upon the type of Entrance Facility ordered (i.e. DS1 or DS3). In addition, for the DS1 Entrance Facilities, a separate non-recurring charge applies for each DS1 Entrance Facility between the same CDP and the hub office.

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ACCESS SERVICE

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

3.7 Rate Regulations, cont'd.

3.7.1 Types of Rates and Charges, cont'd.

1. Nonrecurring Charges, cont'd.

A. Nonrecurring Charges for Installation of Service, cont'd.

2. Switched Access Ordering Charge

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

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

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

**ACCESS SERVICE**

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

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

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

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

**B. Nonrecurring Charge for 900 Access Service NXX Activation Charge**

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

**C. Nonrecurring Charges for 0+900 Access Service Installation**

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

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ACCESS SERVICE

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

3.7 Rates and Charges Regulations, cont'd.

3.7.1 Types of Rates and Charges, cont'd.

1. Non-recurring Charges, cont'd.

D. Nonrecurring Charges for Design Changes

A design change is any change to a pending ASR or a change to an existing service that requires engineering review or change. Design changes may include the addition or deletion of end office services optional arrangements or changes in the signaling arrangements associated with the Entrance Facilities as described in 3.4.1.1.A, Entrance Facility Rate Category, preceding. Design changes do not include a change of Switched Access Entrance Facilities or facility type, IC CDP, end user premises, or end office switch. Changes of this nature will require the issuance of a new ASR and the cancellation of the original ASR with the appropriate cancellation charges applied.

The Company will review the requested change, notify the Customer whether the change can be accommodated and if a new service date is required. If the Customer authorizes the Company to proceed with the design change, a Design Change Charge will apply as set forth in Section 3.9, Rates and Charges, following. The Design Change Charge is in addition to any Switched Access Installation or Ordering charges associated with the change requested.

If a change of service date is required, the Service Date Change Charge in 3.9, Rates and Charges, following, will also apply.

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ACCESS SERVICE

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

3.7 Rates and Charges Regulations, cont'd.

3.7.1 Types of Rates and Charges, cont'd.

1. Non-recurring Charges, cont'd.

E. Nonrecurring Charges for Installation of Features

1. A nonrecurring charge applies, per Carrier Identification Code (CIC), when the following features are installed, whether concurrent with or subsequent to the installation of a trunk or trunk group.
  - a. The nonrecurring charges, where applicable, for the following features applies on a per Carrier Identification Code (CIC), per end office basis. When direct routed or tandem routed, the first end office charge always applies. When the feature is requested for multiple end offices on the same access order, the additional end office charge applies per additional end office. If more than one of the asterisked features is requested on the same access order, only the highest end office charge will apply.

Automatic Number Identification  
Carrier Selection Parameter (for FGD)  
FGD with 950 Access\*  
Flexible Automatic Number Identification (for FGD\*)  
International Carrier Feature (for FGD)

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ACCESS SERVICE

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

3.7 Rate Regulations, cont'd.

3.7.1 Types of Rates and Charges, cont'd.

1. Non-recurring Charges, cont'd.

E. Nonrecurring Charges for Installation of Features, cont'd.

2. A nonrecurring charge applies for the installation of the multiplexing feature as follows:

For the DS3 to DS1 multiplexing, a nonrecurring charge applies to install this feature.

When the nonrecurring charge is applicable, it is applied on a per multiplexer basis.

3. For all other features not listed above, a nonrecurring charge will apply only when these features are added or changed subsequent to the installation of the trunk.

F. Nonrecurring Charges for Installation of Optional Features:

1. The nonrecurring charge for the following optional features applies on a per Carrier Identification Code (CIC), per end office basis.

Automatic Number Identification (ANI)  
Flexible Automatic Number Identification (FLEX-ANI)

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ACCESS SERVICE

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

3.7 Rate Regulations, cont'd.

3.7.1 Types of Rates and Charges, cont'd.

1. Non-recurring Charges, cont'd.

G. Nonrecurring Charges for Service Rearrangements

Service rearrangements are changes to existing services that do not result in either (1) a change in the minimum period requirements, or (2) a change in the physical location of the point of termination at the Customer's premises or the Customer's end user's premises.

Changes that result in (1) the establishment of new minimum period obligations or changes in the physical location of the point of termination are treated as a discontinuance of the existing service and an installation of a new service and all applicable nonrecurring charges will apply. Changes in (2) the physical location of the point of termination are treated as a disconnect and New order ("D" and "N").

When a Customer requests one or more of the following service rearrangements, nonrecurring charges will apply as follows.

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ACCESS SERVICE

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

3.7 Rate Regulations, cont'd.

3.7.1 Types of Rates and Charges, cont'd.

1. Non-recurring Charges, cont'd.

G. Nonrecurring Charges for Service Rearrangements, cont'd.

1. The following administrative changes will be made without charge to the Customer, except where noted:
  - Change of Customer name, (i.e., the Customer of record does not change but rather the Customer of record changes its name, e.g., ABC Communications to All Business Concepts Communications)
  - Change of Customer's or Customer's end user premises address when the change of address is not a result of a physical relocation of the service
  - Change in billing data (name, address, and contact name or telephone number)
  - Change in agency authorization
  - Change of Customer's or Customer's end user contact name or contact telephone number
  - Change in jurisdiction
  - Change of transport service type designation (switched to special or vice versa) that does not require a physical change to the service
  - Change in Customer test line number
  - Change in customer billing account number
2. When a Customer requests the following administrative changes, a nonrecurring charge will apply on a per line, per trunk group or per connection type basis when adding or changing the feature subsequent to the installation of a trunk. If more than one change is requested on the same Access Order, only one charge will apply per trunk group.
  - Change of Customer Circuit Identification (CKR)



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ACCESS SERVICE

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

3.7 Rate Regulations, cont'd.

3.7.1 Types of Rates and Charges, cont'd.

1. Non-recurring Charges, cont'd.

G. Nonrecurring Charges for Service Rearrangements (cont'd)

3. Rearrangements of Switched Access features will incur nonrecurring charges specific to the feature being rearranged.
4. Unless otherwise indicated, rearrangements of trunks, channels or Switched Access Transport facilities will be treated as a discontinuance of the existing service and an installation of a new service and all applicable nonrecurring charges will apply as specified in 3.9, Rates and Charges, following.
5. All other changes to existing services will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charges described in (A) preceding (Nonrecurring Charges for Installation of Service), will apply for this work activity.

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ACCESS SERVICE

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

3.7 Rate Regulations, cont'd.

3.7.1 Types of Rates and Charges, cont'd.

2. Monthly Recurring Charges

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

A. Switched Access Transport

1. Entrance Facility

A monthly rate applies to each Entrance Facility on a per connection type basis. An Entrance Facility applies even when the Customer's premises and the hub office are located in the same building.

2. Direct-Trunk Transport

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

- a fixed monthly rate
- a monthly rate per mile

See Cox FCC NO. 4 for specific rates.

3. Switched Common Transport

Transport Termination - includes the non-distance sensitive portion of Switched Transport and is assessed on a per access minute-of-use basis. See Cox FCC NO. 4 for specific rates.

Transport Mileage - includes the distance sensitive portion of Switched Transport and is assessed on a per access minute-of-use, per mile basis. See Cox FCC NO. 4 for specific rates.

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ACCESS SERVICE

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

3.7 Rate Regulations, cont'd.

3.7.1 Types of Rates and Charges, cont'd.

2. Monthly Recurring Charges, cont'd.

B. Multiplexing

A monthly rate applies to the multiplexing feature as follows:

- For the DS3 to DS1 multiplexer, a monthly rate always applies and is applied on a per multiplexer basis. See Cox FCC NO. 4 for specific rates.

C. 900 SAC and 500 SAC Carrier Identification Code (CIC) Activation

The CIC applies on a per query/per completed call basis for the functionality used to identify the access Customer to whom the call is to be delivered. See Cox FCC NO. 4 for specific rates.

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ACCESS SERVICE

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

3.7 Rate Regulations, cont'd.

3.7.1 Types of Rates and Charges, cont'd.

3. Usage Rates

Usage rates are applied on a per Access Minute basis or on a per call or query basis. Access minute charges are accumulated over a monthly period.

Rounding Recorded Access Minutes

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

A. Feature Group D Usage Measurement

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

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

For terminating calls over FGD, the measurement of access minutes begins when the terminating FGD entry switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the entry switch.

B. 8XX Data Base Query Service

Query usage charges for 8XX Data Base Query Service are as set forth in 3.9, Rates and Charges, following.

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ACCESS SERVICE

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

3.7 Rate Regulations (Cont'd.)

3.7.2 Description and Application of Rates

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

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

2. **NXX Translation Nonrecurring Charge**

The NXX translation Nonrecurring Charge, as set forth in 3.9, Rates and Charges, shall apply to each 500 or 900 NXX code activated or deactivated in a Company switch.

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

When a Customer orders FGD Switched Access Service with 950-XXXX Access, as described in 3.3.1.1.F, FGD with 950 Access, to be included with the installation of new FGD Switched Access facilities, appropriate Switched Access Installation Charges and Switched Access Ordering Charges will apply.

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

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**ACCESS SERVICE**

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

**3.7 Rate Regulations (Cont'd.)**

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

**4. Measuring Access Minutes**

Feature Group D Usage Measurement

For originating calls over FGD with SS7 Out-of-Band Signaling, usage measurement for direct trunks begins when the FGD first point of switching sends an Initial Address Message.

For terminating calls over FGD with SS7 Out-of-Band Signaling, usage measurement begins when the FGD first point of switching receives answer supervision from the end office switch, indicating the terminating end user has answered and ends when the FGD first point of switching receives or sends a Release Message, whichever occurs first.

**5. SAC Access Service Usage Measurement**

SAC Access Service usage measurement shall be in accordance with the regulations set forth in FGD.

**ACCESS SERVICE**

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

**3.8 Special Construction**

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

- 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

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

3.9 Rates and Charges

3.9.1 Local Switching

1. Local Switching Usage – composite of individual usage elements

Originating, per MOU

\$0.011

Terminating, per MOU

See Cox FCC NO 4

(C)

3.9.2 8XX Data Base Access Service

1. 8XX Data Base Access Service

Per Query

\$0.001290



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**ACCESS SERVICE**

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**SECTION 4 – SPECIAL ACCESS SERVICE**

**4.1 General**

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

Standard pricing is available for all non-custom services. Standard rates are provided in Section 4.4 following. The 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 Special Access Service, either directly or through a hub. The service terminated at both locations must be the same speed and the same capacity.

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**ACCESS SERVICE**

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**SECTION 4 - SPECIAL ACCESS SERVICE (Cont'd.)**

**4.1 General (Cont'd.)**

**4.1.2 On-Net v. Off-Net**

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

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ACCESS SERVICE

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SECTION 4 - SPECIAL ACCESS SERVICE (Cont'd.)

4.2 Description of Application of Rates

4.2.1 Types of Rates and Charges

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

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

1. Nonrecurring Charges

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

2. Recurring Charges

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

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

A. Channel Termination

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

B. Channel Mileage

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

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ACCESS SERVICE

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**SECTION 4 - SPECIAL ACCESS SERVICE (Cont'd.)**

**4.2 Description of Application of Rates, cont'd.**

**4.2.1 Types of Rates and Charges, cont'd.**

**2. Recurring Charges, cont'd.**

C. Optional Features and Functions

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

**4.2.2 Termination Liability**

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

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

**4.3 Obligations of the Customer**

**4.3.1 ASR Requirements**

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

**4.3.2 Jurisdictional Report Requirements**

**1. Jurisdictional Reports**

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

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**ACCESS SERVICE**

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**SECTION 4 - SPECIAL ACCESS SERVICE (Cont'd.)**

**4.4 Service Descriptions**

**4.4.1 DS3 Service**

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

**4.4.2 DS1 Service**

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

**4.4.3 Custom Services**

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

**ACCESS SERVICE**

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**SECTION 4 - SPECIAL ACCESS SERVICE (Cont'd.)**

**4.4 Service Descriptions (Cont'd.)**

**4.4.4 Special Construction**

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

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

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**ACCESS SERVICE**

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**SECTION 4 - SPECIAL ACCESS SERVICE (Cont'd.)**

**4.4 Service Descriptions (Cont'd.)**

**4.4.5 Time and Material Service**

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