

Neutral Tandem-California, LLC  
550 W. Adams Street  
Suite 900  
Chicago, Illinois 60661

Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Title Sheet

Tariff Schedule Applicable to  
ACCESS SERVICES  
of  
Neutral Tandem-California, LLC  
U-6877-C

Advice Letter No. 4  
Decision No.: 04-07-010

Issued by:  
Ron Gavillet  
Executive Vice President

Date Filed: March 23, 2005  
Effective: April 22, 2005  
Resolution No.

**CHECK SHEET**

The sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

Sheet No.	REVISION	Sheet No.	REVISION	Sheet No.	REVISION
Title	Original	22-T	Second	47-T	First
1-T	Fourteenth	* 23-T	Fourth	48-T	First
2-T	Sixth	23.1-T	Third	49-T	First
3-T	Original	24-T	Original	50-T	First
4-T	Second	25-T	Original	51-T	Original
5-T	Original	26-T	Fifth	52-T	Original
6-T	Original	27-T	Fourth	53-T	Original
7-T	First	28-T	Third	54-T	Original
8-T	Third	29-T	Fourth	55-T	Original
8.1-T	Third	29.1-T	Fourth	56-T	Original
8.1.1-T	Original	29.2	Original	57-T	Original
8.2-T	Fifth	30-T	Fourth	58-T	Original
8.2.1-T	Second	* 30.1-T	Original	59-T	Original
9-T	Eighth	* 31-T	First	60-T	First
10-T	Fourth	32-T	First	61-T	First
11-T	First	33-T	First	62-T	First
12-T	First	34-T	Second	63-T	First
13-T	First	35-T	First	64-T	First
14-T	First	36-T	First	65-T	First
15-T	First	37-T	Third	66-T	First
16-T	First	37.1-T	Original	67-T	Original
17-T	Original	37.2-T	Original	68-T	Second
18-T	Original	37.3-T	Original	68.1-T	First
19-T	Third	38-T	First	68.2-T	Original
19.1-T	Second	39-T	First	69-T	Second
19.2-T	Second	40-T	First	69.1-T	Original
20-T	Third	41-T	First	69.2-T	First
20.1-T	First	42-T	First	70-T	Original
20.2-T	Second	43-T	First	71-T	Original
20.3-T	First	44-T	Second	72-T	Original
20.3.1-T	Second	45-T	First	73-T	Original
20.4-T	Third	46-T	First		
20.5-T	First				
21-T	Second				

\* - indicates those pages included with this filing

**CHECK SHEET** (cont'd)

The sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

Sheet No.	REVISION	Sheet No.	REVISION	Sheet No.	REVISION	
74-T	Original	93-T	Original	112-T	Third	*
75-T	Original	94-T	Original	113-T	Fourth	*
76-T	Original	95-T	Original	114-T	Third	*
77-T	Original	96-T	Original	114.1-T	Second	*
78-T	Original	97-T	Second	114.1.1-T	Original	*
79-T	First	98-T	Second	114.2-T	Original	
80-T	Original	99-T	First	114.3-T	First	
81-T	Original	100-T	First	114.4-T	First	
82-T	Original	101-T	First	115-T	Original	
83-T	Original	102-T	First	116-T	Original	
84-T	Original	103-T	First	117-T	Original	
85-T	First	104-T	First	118-T	Original	
85.1-T	First	105-T	Second	119-T	Original	
86-T	Original	106-T	First	120-T	Original	
87-T	First	107-T	Third	121-T	Original	
88-T	Original	108-T	Second	122-T	Original	
89-T	Original	109-T	Second	123-T	Original	
90-T	Original	109.1-T	First	124-T	Original	
91-T	Original	110-T	Second	125-T	Original	
92-T	Original	111-T	Second	126-T	First	

\* - indicates those pages included with this filing

**TABLE OF CONTENTS**

CHECK SHEET ..... 1-T  
TABLE OF CONTENTS ..... 3-T  
PRELIMINARY STATEMENT ..... 4-T  
SYMBOLS ..... 5-T  
SERVICE AREA MAP ..... 6-T  
  
RATE SCHEDULES ..... 7-T  
    Rate Schedule A- Access Services Rates and Charges ..... 8-T  
    Rate Schedule B- Miscellaneous Services Rates and Charges ..... 17-T  
    Rate Schedule C -. Billing and Collections Services Rates and Charges ..... 18-T  
  
RULES ..... 19-T  
    No. 1 Definitions ..... 19-T  
    No. 2 Description of Service ..... 24-T  
    No. 3 Application for Service ..... 51-T  
    No. 4 Contracts ..... 69-T  
    No. 5 Special Information Required on Forms ..... 70-T  
    No. 6 Establishment and Re-establishment of Credit ..... 72-T  
    No. 7 Advance Payments and Deposits ..... 73-T  
    No. 8 Notices ..... 75-T  
    No. 9 Rendering and Payment of Bills ..... 77-T  
    No. 10 Disputed Bill Procedure ..... 81-T  
    No. 11 Discontinuance and Restoration of Service ..... 84-T  
    No. 12 Continuity of Service ..... 86-T  
    No. 13 Service Connections/Facilities on Customer Premises ..... 91-T  
    No. 14 Measurement of Service ..... 93-T  
    No. 15 Limitation of Liability ..... 97-T  
    No. 16 Use of Service ..... 103-T  
    No. 17 Responsibility of the Customer ..... 104-T  
    No. 18 Customer Equipment and Channels ..... 115-T  
    No. 19 Legal Requirements ..... 117-T  
    No. 20 Change of Service Providers ..... 120-T  
    No. 21 Demarcation Points ..... 121-T  
  
Sample Form ..... 126-T

Neutral Tandem-California, LLC  
550 W. Adams Street  
Suite 900  
Chicago, Illinois 60661

Schedule Cal. P.U.C. No. 1-T  
Second Revised Cal. P.U.C. Sheet 4-T  
Cancels First Revised Cal. P.U.C. Sheet 4-T

**PRELIMINARY STATEMENT**

This tariff contains all effective rates and rules together with information relating to and applicable to intrastate communications services provided by Neutral Tandem-California, LLC (referred to herein as "Company" or "Neutral Tandem") pursuant to this Schedule Cal. P.U.C. No. 1-T.

Company has been granted authority by the State of California to provide telecommunications services within the State of California. This Tariff is on file with the Public Utilities Commission of California and copies may be inspected during normal business hours at Neutral Tandem's office at 550 W. Adams Street, Suite 900, Chicago, Illinois 60661.

(T)

Advice Letter No. 15  
Decision No.:

Issued by:  
Richard L. Monto

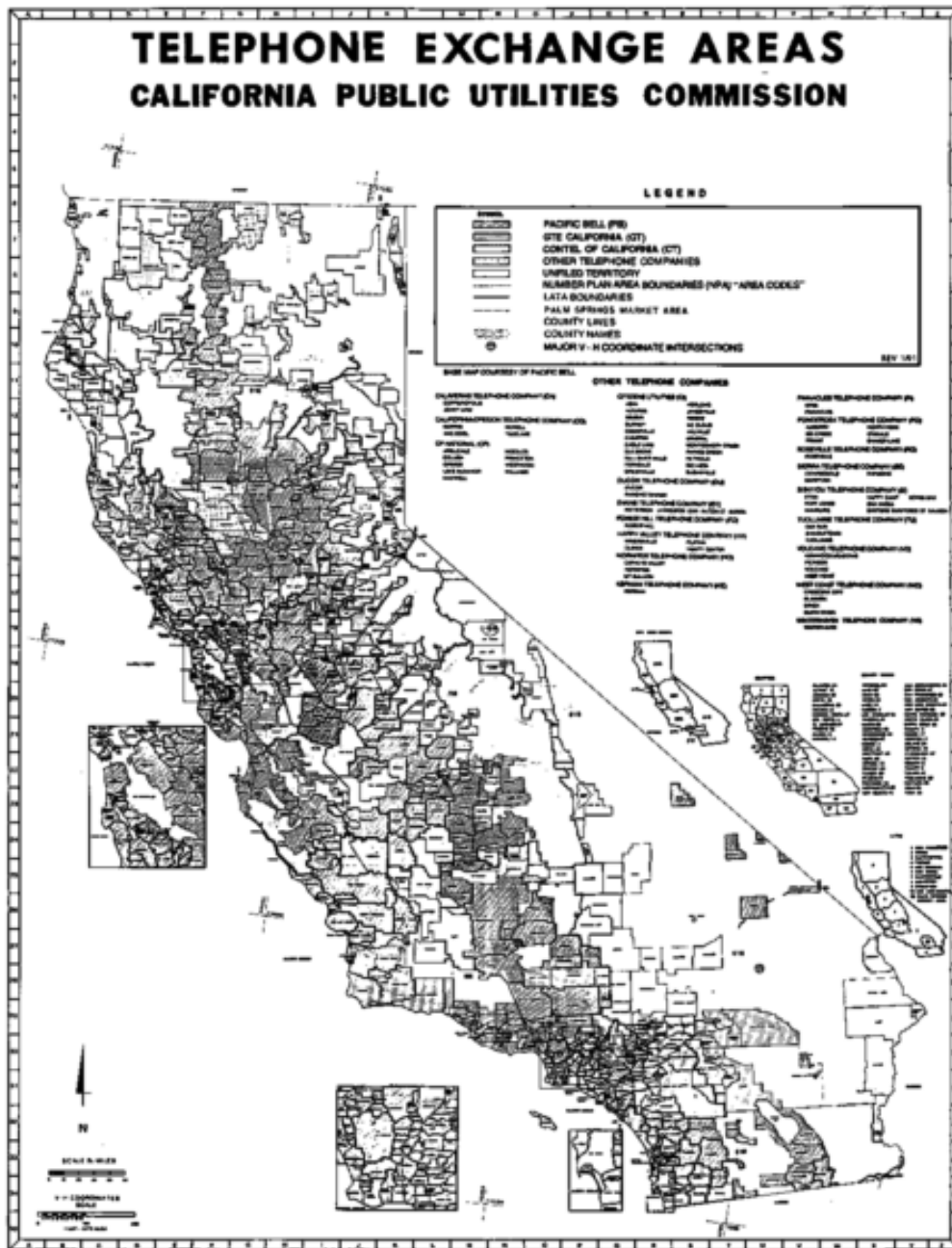
Date Filed: June 1, 2011  
Effective: July 1, 2011  
Resolution No.

**SYMBOLS USED IN THIS TARIFF**

- (C) To signify a changed listing, rule or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase in a rate.
- (L) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule, or condition.
- (M) To signify text or rates relocated without change
- (N) To signify a new rate or regulation or other text
- (R) To signify a reduction in a rate
- (S) To signify reissued regulations
- (T) To signify a change in text but no change in rate
- (Z) To signify a correction

### SERVICE AREA MAPS

The Company provides access services within the areas of the State of California identified on the following maps.



Advice Letter No. 4  
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Issued by:  
Ron Gavillet  
Executive Vice President

Date Filed: March 23, 2005  
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## RATE SCHEDULES

### Applicability

This Section sets forth the rates, charges, and rules applicable to Neutral Tandem-California, LLC's (referred to herein as "Company" or "Neutral Tandem ") intrastate communications service offerings. The rates and charges are applicable to all access services provided to Customers as indicated.

The rules provided herein are applicable to all of the Company's services specified in this Schedule Cal. P.U.C. No. 1-T, unless expressly noted otherwise.

### Territory

Company will provide service within the base rate areas of all exchanges, as said exchanges are defined on the map filed on Sheet 6-T herein, as authorized by the California Public Utilities Commission.

### Applicable Taxes and Surcharges

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate items and are not included in the quoted rates. Gross receipts tax will not be billed as a separate line item. Customer will be billed for and is liable for payment of all applicable federal, state and local taxes and surcharges.

Pursuant to Resolution T-16901, all telecommunications Carriers are required to apply CPUC mandated Public Program surcharge rates (excluding a. Universal Lifeline Telephone Service (ULTS) billings; b. charges to other certificated carriers for services that are to be resold; c. coin sent paid telephone calls (coin in box) and debit card calls; d. customer-specific contracts effective before 9/14/94; e. usage charges for coin-operated pay telephones; f. directory advertising; and g. one-way paging) and the CPUC Reimbursement Fee rate (excluding a. directory advertising and sales; b. terminal equipment sales; c. inter-utility sales) to intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the Pacific Bell (d.b.a. SBC California) tariffs.

(T)

(T)(N)

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Schedule Cal. P.U.C. No. 1-T  
Third Revised Cal. P.U.C. Sheet 8-T  
Cancels Second Revised Cal. P.U.C. Sheet 8-T

**ACCESS SERVICES**

**RATE SCHEDULE A**

- 1) Access Service – Rates and Charges
  - A) Reserved for Future Use

**(T)**

Advice Letter No. 16  
Decision No.:

Issued by:  
Richard L. Monto

Date Filed: January 27, 2012  
Effective: February 1, 2012  
Resolution No.



ACCESS SERVICES

**RATE SCHEDULE A**

1) Access Service – Rates and Charges (Cont'd.)

D) Direct-Trunked Transport – Per Mile (DS3)

AT&T areas  
Verizon areas  
Other ILEC areas

Monthly

Note 1 (C)

Note 1 (C)

Note 1 (C)

Direct-Trunked Transport – Per Mile (DS1)

AT&T areas  
Verizon areas  
Other ILEC areas

Note 1 (C)

Note 1 (C)

Note 1 (C)

(M)

(M)

*Material found on this page previously appeared on Page 8.1-T*

Note 1: See the Company's Access Services Tariff FCC No. 2 at the following link

<http://fjallfoss.fcc.gov/cgi-bin/ws.exe/prod/ccb/etfs/mainmenu.hts>.

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**ACCESS SERVICES**

**RATE SCHEDULE A**

1) Access Service – Rates and Charges (Cont'd.)

E) Dedicated Multiplexing

	<u>NRC</u>	<u>Monthly</u>
AT&T areas	Note 1 (C)	Note 1 (C)
Verizon areas	Note 1 (C)	Note 1 (C)
Other ILEC areas	Note 1 (C)	Note 1 (C)

F) Dedicated Trunk Port, per DS1

AT&T areas		
- originating (C)		\$265.92 (C)
- terminating (C)		Note 1 (C)
Verizon areas		
- originating (C)		N/A
- terminating (C)		Note 1 (C)
Other ILEC areas		
- originating (C)		\$265.92 (C)
- terminating (C)		Note 1 (C)

G) Dedicated Tandem Trunk Port, per DS1

AT&T areas		
- originating (C)		\$88.80 (C)
- terminating (C)		Note 1 (C)
Verizon areas		
- originating (C)		N/A
- terminating (C)		Note 1 (C)
Other ILEC areas		
- originating (C)		\$88.80 (C)
- terminating (C)		Note 1 (C)

*Material previously found on this page can now be found on Page 8.2.1-T*

Note 1: See the Company's Access Services Tariff FCC No. 2 at the following link  
<http://fjallfoss.fcc.gov/cgi-bin/ws.exe/prod/ccb/etfs/mainmenu.htm>.

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 (N)

**ACCESS SERVICES**

**RATE SCHEDULE A**

1) Access Service – Rates and Charges (Cont'd.)

H) Tandem Switching, per minute of use

	<u>Originating</u>		<u>Terminating</u>
	<u>Non-8YY</u>	<u>8YY</u>	
AT&T areas	Note 1 (C)	Note 1	Note 1
Verizon areas	\$0.0003621	Note 1	Note 1
Other ILEC areas	\$0.0000500	Note 1	Note 1

I) Tandem Switched Transport - Termination, per minute of use

	<u>Originating</u>		<u>Terminating</u>
	<u>Non-8YY</u>	<u>8YY</u>	
AT&T areas	Note 1 (C)	Note 1	Note 1
Verizon areas	\$0.0002047	Note 1	Note 1
Other ILEC areas	\$0.0173309	Note 1	Note 1

J) Tandem Switched Transport – Facility, per minute of use per mile

	<u>Originating</u>		<u>Terminating</u>
	<u>Non-8YY</u>	<u>8YY</u>	
AT&T areas	Note 1 (C)	Note 1	Note 1
Verizon areas	\$0.0000295	Note 1	Note 1
Other ILEC areas	\$0.0000500	Note 1	Note 1

Note 1: See the Company's Access Services Tariff FCC No. 2 at the following link  
<https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=326>.

ACCESS SERVICES

**RATE SCHEDULE A** (cont'd)

1) Access Service – Rates and Charges (cont'd)

K) Common Transport Multiplexing (DS3/DS1), per minute of use	<u>Originating</u>		<u>Terminating</u>
	<u>Non-8YY</u>	<u>8YY</u>	
AT&T areas	Note 1 (C)	Note 1	Note 1
Verizon areas	N/A	Note 1	Note 1
Other ILEC areas	\$0.0000500	Note 1	Note 1

L) Common Trunk Port, per minute of use	<u>Originating</u>		<u>Terminating</u>
	<u>Non-8YY</u>	<u>8YY</u>	
AT&T areas	Note 1 (C)	Note 1	Note 1
Verizon North areas	N/A	Note 1	Note 1
Other ILEC areas	\$0.0010969	Note 1	Note 1

M) Local Switching, per minute of use	<u>Originating</u>		<u>Terminating</u>
	<u>Non-8YY</u>	<u>8YY</u>	
AT&T areas	Note 1 (C)	Note 1	Note 1
Local Switching Call Set-Up Charge, per call	N/A	Note 1	N/A
Verizon areas	\$0.0155535	Note 1	Note 1
Other ILEC areas	\$0.01150258	Note 1	Note 1
Local Switching Call Set-Up Charge, per call	N/A	Note 1	N/A

N) Carrier Common Line	<u>Originating</u>		<u>Terminating</u>
	<u>Non-8YY</u>	<u>8YY</u>	
Per minute of use	\$0.0000000	Note 1	Note 1

O) Interconnection Charge			
Per minute of use		\$0.0000000	

Note 1: See the Company's Access Services Tariff FCC No. 2 at the following link  
<https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=326>.

Neutral Tandem-California, LLC  
 550 W. Adams Street  
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 U-6877-C

Schedule Cal. P.U.C. No. 1-T  
 Fourth Revised Cal. P.U.C. Sheet 10-T  
 Cancels Third Revised Cal. P.U.C. Sheet 10-T

**ACCESS SERVICES**

**RATE SCHEDULE A** (cont'd)

1) Access Service – Rates and Charges (cont'd)

P) Database Charges

LNP Query - per query Note 1

(C)

800 Query – AT&T areas

Basic, per query

Note 1

(C)

(D)

800 Query – Verizon areas

Basic, per query

Note 1

(C)

(D)

800 Query – Other ILEC areas

Basic, per query

Note 1

(C)

(D)

Q) Blocked Call Charge

Per Blocked Call \$0.0018800

R) Access Service Installation Charges

NRC

Per Service Order Fee: \$50.00

Per Reconfiguration: \$150.00

Install (per DS1) \$885.00

Note 1: See the Company's Access Services Tariff FCC No. 2 at the following link  
<https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=326>.

(N)

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ACCESS SERVICES

**RATE SCHEDULE A** (cont'd)

2) Collocation Service – Rates and Charges

C) Collocation Charges

	<u>NRC</u>	<u>Monthly</u>
1) Application Fees		
Initial	\$5,000.00	
Subsequent	\$5,000.00	
Augment	\$2,500.00	
2) Engineering and Implementation		
Initial Arrangements	\$3,436.00	
Subsequent Arrangements	\$1,898.00	
Cage Expansion and Additional Cable	\$3,542.00	
Additional Cabling	\$1,334.00	
Power Augment Only	\$1,334.00	
Cabling Plus Equipment – Cageless	\$9,505.79	
Cabling Only – Cageless	\$7,320.29	
3) Site Survey/Report		
Per request	\$1,557.45	

(N)(D)

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**ACCESS SERVICES**

**RATE SCHEDULE A** (cont'd)

2) Collocation Service – Rates and Charges (cont'd)

C) Collocation Charges

	<u>NRC</u>	<u>Monthly</u>
4) SAC Cable and Frame Termination		
DS1 - Per 28 – DCS	\$2,103.03	
DS1 - Per 28 – DCS		\$ 400.47
Per DS3/STS-1 – DSX	\$ 521.29	
Per DS3/STS-1 – DSX		\$ 20.24
5) Land and Building		
25 Square Feet		\$ 465.40
100 Square Feet	\$ 984.50	
300 Square Feet	\$2,416.50	
Additional 20 Square Feet		\$ 143.20
6) Heating, Ventilation and Air Conditioning		
Per 10 load amps		\$ 7.03
7) Escorting		
Per technician, per 1/4 hour or fraction	\$ 15.09	
8) DC Power Cabling and Fusing Charge		
Installation of 60 Amp Ampacity		
DC Power Feed -Customer Selected		
Fuse Size: Up to 60 Amps – Per Feed	\$ 960.00	

(N)(D)

(N)

ACCESS SERVICES

**RATE SCHEDULE A** (cont'd)

2) Collocation Service – Rates and Charges (cont'd)

C) Collocation Charges

	<u>NRC</u>	<u>Monthly</u>
9) DC Power Per number of load amps requested		\$ 19.64
10) DC Power Feed Augment Load Amp Augment Per Collocation Arrangement	\$ 200.00	
Over Current Protector Augment Per Feed	\$ 425.00	
11) Shelf, Bay Installation - Per shelf Per quarter equipment bay or fraction thereof	\$1,287.36	\$ 12.44

(N)(D)

(N)

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Schedule Cal. P.U.C. No. 1-T  
First Revised Cal. P.U.C. Sheet 14-T  
Cancels Original Cal. P.U.C. Sheet 14-T

**ACCESS SERVICES**

**RATE SCHEDULE A** (cont'd)

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Executive Vice President

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Neutral Tandem-California, LLC  
550 W. Adams Street  
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First Revised Cal. P.U.C. Sheet 15-T  
Cancels Original Cal. P.U.C. Sheet 15-T

ACCESS SERVICES

**RATE SCHEDULE A** (cont'd)

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Neutral Tandem-California, LLC  
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Schedule Cal. P.U.C. No. 1-T  
First Revised Cal. P.U.C. Sheet 16-T  
Cancels Original Cal. P.U.C. Sheet 16-T

**ACCESS SERVICES**

**RATE SCHEDULE A** (cont'd)

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Ron Gavillet  
Executive Vice President

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ACCESS SERVICES

**RATE SCHEDULE B**

1) Miscellaneous Services – Rates and Charges

A) Presubscription

Nonrecurring Charge

1) Authorized PIC Change  
-Per Telephone Exchange Service  
Line or Trunk

\$5.00

2) Unauthorized PIC Change  
-Per Telephone Exchange Service  
Line or Trunk

\$35.65

Neutral Tandem-California, LLC  
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Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Sheet 18-T

ACCESS SERVICES

**RATE SCHEDULE C**

1) Billing and Collection Services – Rates and Charges

A) Billing Name and Address Service

Nonrecurring Charge

1)	Service Establishment Charge	
	-per order	\$50.94
	-per record	\$0.33
2)	Optional Magnetic Tape Charge	
	-per Magnetic Tape	\$91.44
3)	Optional Format Programming Charge	
	-per each half hour or fraction thereof	\$37.20

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Ron Gavillet  
Executive Vice President

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## ACCESS SERVICES

### Rule 1 - Definitions

Certain terms used generally throughout this tariff are described below.

#### Advance Payment

Part or all of a payment required before the start of service

#### Access or Access Services

Transmission or switching services to carriers for the purpose of the origination or termination of telephone Toll Service and does not include 911, 411, 976, 311, 611, 500, 950, Directory Assistance, 0+ local, and 0+ operator services.

#### Act

The Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C., and as interpreted by Applicable Law

#### Alternate Access Tandem

An access tandem owned by a party other than the Telephone Company.

#### Answer/Disconnect 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.

#### Automatic Number Identification (ANI)

A multi-frequency signaling Common Switching Optional Feature that provides the automatic transmission of a seven or ten digit number and information digits to the customer's premises for call originating in the LATA, to identify the calling station.

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**ACCESS SERVICES**

**Rule 1 - Definitions** (cont'd)

**Busy Hour Minutes of Capacity (BHMC)**

The term "Busy Hour Minutes of Capacity (BHMC)" denotes the Customer specified maximum amount of Switched Access Service minutes the Customer expects to be handled in a designated switch during any hour in an 8:00 a.m. to 11:00 p.m. period for the service ordered. This Customer specified BHMC quantity is the input data the Company uses to determine the number of transmission paths for the service ordered.

**Call**

An end user attempt for which the complete address code (e.g 10 digits) is provided to the serving dial tone office.

**Call Classification**

The classification of traffic as Access Service.

**Calling Party Number ("CPN")**

Means a Signaling System 7 ("SS7") parameter whereby the ten (10) digit number of the calling party is forwarded to the End Office.

**Carrier Identification Code**

Numeric code currently used for routing traffic and billing purposes.

**Central Office**

A Telephone Company switching center.

**Central Office Code**

First three digits (NXX) of the seven-digit telephone number assigned to an end user's Telephone Exchange Service.

**Channel(s)**

Electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.

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**ACCESS SERVICES**

**Rule 1 - Definitions** (cont'd)

Carrier or Telecommunications Carrier

Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in communication by wire or radio; provided that where the defined term "Non-Carrier" is used in this tariff, the entity will not be considered a Carrier or Telecommunications Carrier.

Common Channel Signaling Network

A digital data network carrying signaling, routing, and control information which interfaces with the voice/data network.

Commission

Refers to the California Public Utilities Commission, unless otherwise indicated.

Company

Neutral Tandem-California, LLC, the issuer of this tariff.

Constructive Order

Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer.

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Schedule Cal. P.U.C. No. 1-T  
Third Revised Cal. P.U.C. Sheet 20-T  
Cancels Second Cal. P.U.C. Sheet 20-T

## ACCESS SERVICES

### **Rule 1 - Definitions** (cont'd)

#### **Customer**

Any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or any other entity which subscribes to the service under this tariff.

#### **Dedicated Transport**

Direct-trunked transport provided between the customer's facility and a Telephone Company facility, hub, end office, or tandem.

#### **End Office Switch**

A Carrier local switching system, wireless or wireline, where Customer traffic is switched for purposes of interconnection to End User(s).

#### **End User**

Any customer of a telecommunications service that is not a Carrier.

(T)

**ACCESS SERVICES**

**Rule 1 - Definitions** (cont'd)

**Entrance Facility**

A Transport facility that provides dedicated transport from the customer's point of termination to the Telephone Company's facility.

(D)

**Exchange**

A unit generally smaller than a LATA, established by the local service provider for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given LATA.

**Grandfathered**

**Grandfathered** - Services ordered under the provisions of this tariff and which are considered grandfathered and no longer available to new customers.

(N)(D)

**Host Office**

An electronic switching system that provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

**Immediately Available Funds**

A corporate or personal check drawn on a bank account and funds that are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins and U.S. Postal Money Orders

**Individual Case Basis (ICB)**

A condition in which the regulations, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case

(N)

**Interconnected Carrier (IC) or Interconnected Telecommunications Carrier**

A Carrier or Telecommunications Carrier connected to the Telephone Company.

**Interexchange Carrier (IXC) or Interexchange Common Carrier**

The terms "Interexchange Carrier" (IXC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interstate or foreign communication by wire or radio, between two or more exchanges.

**ACCESS SERVICES**

**Rule 1 - Definitions** (cont'd)

**InterMTA Traffic**

InterMTA traffic refers to wireless-to-wireline traffic that originates and terminates in two different MTAs.

**Interstate Communications**

Both interstate and foreign communications.

**Interexchange Carrier (“IXC”)**

Toll Service provider.

**Intrastate Communications**

Any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved. Intrastate communication can be intraLATA or InterLATA in nature, with intraLATA calls being between two parties located within the same LATA and intrastate, interLATA calls being between two users in different LATAs in the state.

**IntraMTA Traffic**

IntraMTA traffic refers to wireless-to-wireline traffic that originates and terminates within the same MTA.

**Local Exchange Routing Guide (LERG)**

The industry reporting tool used to provision the appropriate NPA NXXs in networks.

**Local Calling Area**

A geographical area, as defined in the incumbent telephone company's local exchange service tariff, in which an end user may complete a call without incurring Toll charges.

**LATA**

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

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(N)

(D)



**ACCESS SERVICES**

**Rule 1 - Definitions** (cont'd)

**Meet-Point Billing (MPB)**

Refers to the billing associated with interconnection of facilities between two or more local carriers for the routing of traffic to and from an interexchange carrier with which one of the local carriers does not have a direct connection. In a multi-bill environment, each local carrier bills the appropriate tariffed rate for its portion of a jointly provided Access Service

(T)

**Message**

A "Call" as defined preceding.

**Minutes of Use (MOUs)**

The number of minutes for which a Customer is billed in relation to any usage-sensitive service element provided by the Company.

**Mobile Switching Center (MSC)**

The location of the switch in a cellular telephone network used by a Commercial Mobile Radio Services (CMRS) provider in performing, inter alia, terminating and originating functions for calls to and from a CMRS provider's end user.

**MTA**

Major Trading Area as defined in 47 C.F.R. paragraph 24-102 of the FCC Rules and Regulations.

**ACCESS SERVICES**

**Rule 1 - Definitions** (cont'd)

Network

Refers to the Company's facilities, equipment, and services provided under this Tariff.

(D)

Network Interface

The point of interconnection between Telephone Company communications facilities and terminal equipment, protective apparatus or wiring at a customer's premises or point of interconnection. The network interface or demarcation point shall be located on the subscriber's side of the telephone company's protector, or the equivalent thereof in cases where a protector is not employed, as provided under the Telephone Company's reasonable and nondiscriminatory standard operating practices.

Non-Authorized Traffic

Traffic that is not defined as Transit and Access traffic, including 911, 411, 976, 311, 611, 500, 950, Directory Assistance, 0+ local, and O+ operator services.

(T)

Non-Carrier

Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation that has not been explicitly classified as a Telecommunications Carrier by the Federal Communications Commission.

(T)

North American Numbering Plan (NANP)

A three-digit area (Numbering Plan Area) code and a seven-digit telephone number made up of a three-digit Central Office code plus a four-digit station number.

(N)

(N)

Off-hook

The active condition of a Switched Access line.

Off-Net

An Access call that is not an On-Net call.

On-hook

The idle condition of a Switched Access line.

On-Net

An Access call that can be terminated to an Interconnected Carrier and therefore not routed to an Alternate Access Tandem

(T)



**ACCESS SERVICES**

**Rule 1 - Definitions** (cont'd)

**Operating Company Number (OCN)**

A four place alphanumeric code (NNXX), assigned by NECA, that identifies providers of telecommunications services. A separate code is required for each state in which a company provides facility based telecommunication services.

**Originating Carrier**

The carrier originating a call from an End User.

**Originating Direction**

The origination of calls from an End User premises.

**Originating Point Code**

A field within a signaling message that identifies the originating network signaling node.

**Other ILEC Areas**

Designates the rates applicable for areas served by ILECS not specifically named in this tariff

**Percentage of Intrastate IntraLATA Use (PIIU)**

Intrastate intraLATA versus intrastate interLATA jurisdictional use of a service as reported by the customer. This percentage is stated as a whole number percentage which is the customer's best estimate of the percentage of the total use of the intrastate service that will be intrastate intraLATA in nature.

**Percentage for Interstate Use (PIU)**

Interstate jurisdictional use of a service as reported by the customer. This percentage is stated as a whole number percentage which is the customer's best estimate of the percentage of the total use of the service that will be interstate in nature.

**Point of Termination**

The point of demarcation within a customer-designated premises or point of interconnection at which the Telephone Company's responsibility for the provision of service ends.

**Premises**

A building, a portion of a building in a multi-tenant building or buildings on continuous property not separated by a public thoroughfare.

(N)

(N)

(D)

Neutral Tandem-California, LLC  
550 W. Adams Street  
Suite 900  
Chicago, Illinois 60661

Schedule Cal. P.U.C. No. 1-T  
Second Revised Cal. P.U.C. Sheet 21-T  
Cancels First Revised Cal. P.U.C. Sheet 21-T

**ACCESS SERVICES**

**Rule 1 - Definitions** (cont'd)

**Service Code**

An SS7 parameter that allows individual calls to be identified and routed based on specific service characteristics.

**Service Interface**

Point of termination where all technical/physical parameters are defined. The Service Interface is located at the Network Interface or may be extended at the customer's request.

(D)

(D)

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Chicago, Illinois 60661

Schedule Cal. P.U.C. No. 1-T  
Second Revised Cal. P.U.C. Sheet 22-T  
Cancels First Revised Cal. P.U.C. Sheet 22-T

**ACCESS SERVICES**

**Rule 1 - Definitions** (cont'd)

**Signaling System 7 (SS7)**

The term "Signaling System 7 (SS7)" denotes the layered protocol used for standardized common channel signaling in the United States.

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(D)

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Chicago, Illinois 60661

Schedule Cal. P.U.C. No. 1-T  
Fourth Revised Cal. P.U.C. Sheet 23-T  
Cancels Third Revised Cal. P.U.C. Sheet 23-T

**ACCESS SERVICES**

**Rule 1 - Definitions** (cont'd)

Telephone Company

See "Company".

Terminating Carrier

The carrier terminating a call to an End User.

Terminating Direction

The completion of calls to an End User premises.

(D)

(D)



ACCESS SERVICES

**Rule 2 - Description of Service**

1) Undertaking of the Company

A) Scope

The Company undertakes to furnish access services in accordance with the terms and conditions set forth in this tariff.

B) Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

C) Terms and Conditions

- 1) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- 2) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 3) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be end to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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Schedule Cal. P.U.C. No. 1-T  
Original Cal. P.U.C. Sheet 25-T

ACCESS SERVICES

**Rule 2 - Description of Service** (cont'd)

- 1) Undertaking of the Company (cont'd)
  - C) Terms and Conditions (cont'd)
    - 4) This tariff shall be interpreted and governed by the laws of the State of California regardless of its choice of laws provision.

Advice Letter No. 4  
Decision No.: 04-07-010

Issued by:  
Ron Gavillet  
Executive Vice President

Date Filed: March 23, 2005  
Effective: April 22, 2005  
Resolution No.

ACCESS SERVICES

**Rule 2 - Description of Service** (cont'd)

2) Access Services

- A) All facilities installed for provisioning Access Services are bi-directional, two-way in nature, unless expressly agreed to by the Telephone Company. Customer ordering Access Service agrees to accept additional facilities to accommodate traffic volume at reasonable fill rates.
- B) In the event that the Company pursues and prevails on a claim in Court or before any regulatory body arising out of a Customer's refusal to make payment pursuant to this Tariff, Customer shall be liable for the payment of the Company's reasonable attorneys' fees incurred in collecting those unpaid amounts.
- C) The Terminating Carrier and the Telephone Company will bill their respective portions of the charges directly to the Originating Carrier, and neither the Terminating Carrier nor the Telephone Company will be required to function as a billing intermediary, e.g. clearinghouse.
- D) Except as described in Section H following, for Access traffic routed from or to Non-Carriers, the Company will generally function as an End Office provider rather than as an Access Tandem provider.

(C)

(C)



ACCESS SERVICES

**Rule 2 - Description of Service** (cont'd)

2) Access Services (cont'd)

(T)

(D)

E) Customer agrees to send Telephone Company only On-Net traffic and will, as necessary, update its routing tables to include all Telephone Company updates, including, but is not limited to:

(T)

- (a) Information regarding a new Interconnected Carrier, including NPA NXX and LRN information;
- (b) Information regarding an Interconnected Carrier opening a new exchange or LRN; and
- (c) Information regarding ports of 1000 block of numbers.

F) Customer agrees to only route authorized codes to the Telephone Company. Any call transmitted to a non-authorized code will: (a) receive a cause code 34 (TDM) or cause code 503 (SIP) or (b) incur additional charges for call delivery.

(T)

(D)

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550 W. Adams Street  
Suite 900  
Chicago, Illinois 60661

Schedule Cal. P.U.C. No. 1-T  
Third Revised Cal. P.U.C. Sheet 28-T  
Cancels Second Revised Cal. P.U.C. Sheet 28-T

ACCESS SERVICES

**Rule 2 - Description of Service** (cont'd)

2) Access Services (cont'd)

(T)

(D)

Advice Letter No. 16  
Decision No.:

Issued by:  
Richard L. Monto

Date Filed: January 27, 2012  
Effective: February 1, 2012  
Resolution No.

ACCESS SERVICES

**Rule 2 - Description of Service** (cont'd)

2) Access Services (cont'd)

(T)

- G) Access Service enables Interconnected Carriers to originate and terminate Toll Service and does not include 911, 411, 976, 311, 611, 500, 950, Directory Assistance, 0+ local, and O+ operator services.

(D)

(T)

Access Service for traffic originating to Toll Service providers can be delivered either over a direct connection between the Company and Toll Service provider when the connection exists, or when the connection does not exist, via an Alternate Access Tandem.

Access Service for traffic terminating to Interconnected Carriers or Company End Office can be delivered either over a direct connection between the Company and Toll Service provider when the connection exists, or when the connection does not exist, via an Alternate Access Tandem.

H) Application of Access Charges to Toll VoIP-PSTN Access Traffic

(N)

- 1) All Toll VoIP-PSTN Access traffic will be assessed switched access charges at the rates set forth in Rate Schedule A of this tariff.
- 2) The Company shall assess and collect switched access rate elements under this tariff for access services, regardless of whether the Company itself delivers such traffic to the called party's premises or delivers the call to the called party's premises via contractual or other arrangements with an affiliated or unaffiliated provider of VoIP service that does not itself seek to collect switched access charges for the same traffic. The Company will not charge for functions not performed by the Company, its affiliated or unaffiliated provider of VoIP service. For purposes of this provision, functions provided by the Company as part of transmitting telecommunications between designated points using, in whole or in part, technology other than TDM transmission in a manner that is comparable to a service offered by a local exchange carrier constitutes the functional equivalent of carrier access service.

(N)

ACCESS SERVICES

**Rule 2 - Description of Service** (cont'd)

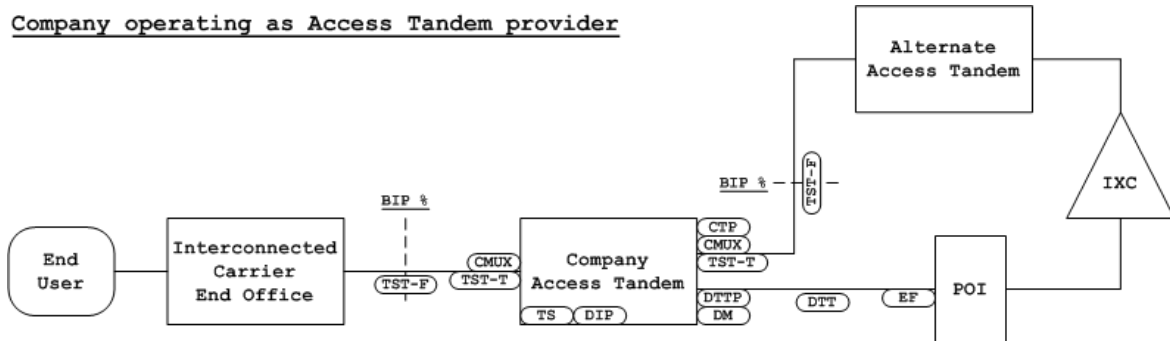
2) Access Services (cont'd)

(T)

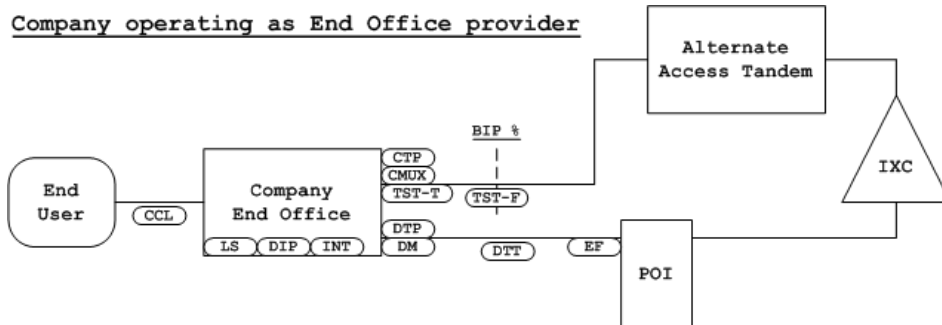
I) Access Diagrams

(T)

Company operating as Access Tandem provider



Company operating as End Office provider



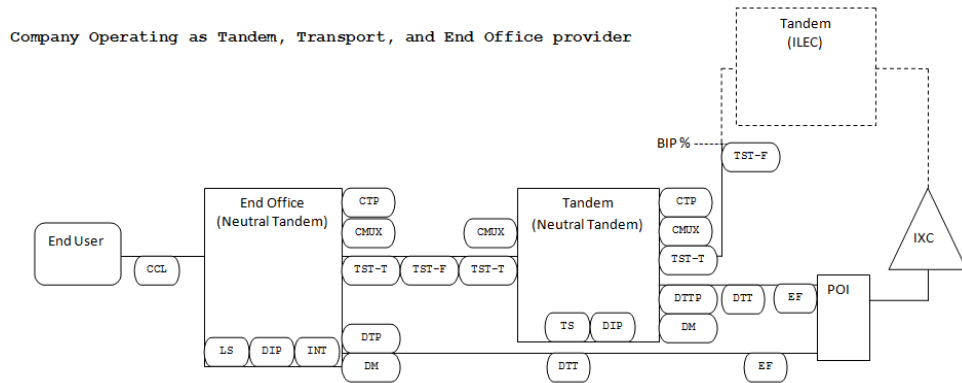
Element	Element Description
DIP	Database Query Charge (where it occurs)
CCL	Carrier Common Line
LS	Local Switching
INT	Interconnection
CTP	Common Trunk Port
TST-T	Tandem Switched Transport – Termination
TST-F	Tandem Switched Transport – Facility
CMUX	Common Transport Multiplexing
TS	Tandem Switching
DTP	Dedicated Trunk Port
DTTP	Dedicated Tandem Trunk Port
DM	Dedicated Multiplexing
DTT	Direct-Trunked Transport (fixed and per mile)
EF	Entrance Facility

**ACCESS SERVICES**

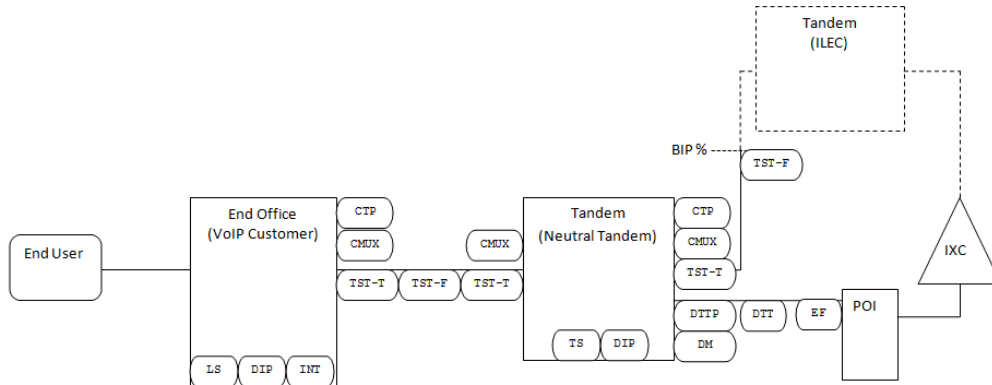
**Rule 2 - Description of Service** (cont'd)

2) Access Services (cont'd)

I) Access Diagrams (cont'd)



Company Operating as Tandem, Transport, and End Office (via VoIP Customer) provider



(N)

(N)

ACCESS SERVICES

**Rule 2 - Description of Service** (cont'd)

- 2) Access Services (cont'd) (T)
- J) Customer is responsible for compliance with all third party traffic termination arrangements, including primary toll carrier agreements, and optional and/or extended calling area plans. (D)
- K) In addition to all applicable nonrecurring and monthly recurring charges, Customer for Access Service will be charged a MOU charge for all Access Service traffic delivered to the Telephone Company. (T)
- L) Customer for Access Service is the Toll Service provider. (T)
- M) Access Service shall be on a Meet Point Billing (“MPB”) basis, with the Terminating and Originating Carriers and the Telephone Company billing their respective portions of the charges directly to the Toll Service provider, and neither the Terminating and Originating Carriers nor the Telephone Company will be required to function as a billing intermediary, e.g. clearinghouse. (T)
- N) The rates charged for Switched Access elements identified herein are applied in a manner such that the rate charged by the Company reasonably approximates the rate charged by the relevant Incumbent Local Exchange Carrier for each Switched Access element. (T)

ACCESS SERVICES

**Rule 2 - Description of Service** (cont'd)

3) Collocation

Unless otherwise specified herein, the general regulations specified in this Tariff, apply and are in addition to the regulations for collocation specified in this tariff.

A) General

- 1) Collocation provides for access to central office cross connect points that will serve as a point of interconnection for the exchange of traffic with the Telephone Company.
- 2) Connection to physical collocation or cageless collocation is available through fiber optic facilities, or leased facilities of a third party.

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*Certain material that appears on this Page originally appeared on Page 30.*

ACCESS SERVICES

**Rule 2 - Description of Service** (cont'd)

3) Collocation (cont'd)

B) Forecasting and Forecast Requirements

- 1) Forecast Requests - The Telephone Company will request from the Customer, forecasts on a semiannual basis, with each forecast covering a two-year period. The Customer will be required to update the near-term (six month) forecasted application dates. Information requested will include central office, month applications are expected to be sent, requested in-service month, and square footage required. For augments, the Customer may elect to substitute alternative CLLI codes within a LATA for the forecasted demand.
  - a) If the Telephone Company has a written guarantee of reimbursement, it will examine forecasts for offices in which it is necessary to condition space, and discuss these forecasts with Customer to determine the required space to be conditioned.
  - b) If the Telephone Company commits to condition space based on forecasts, Customer will give the Telephone Company a non-refundable deposit equal to the application fee.
  - c) The Telephone Company will perform initial reviews of requested central offices forecasted for the next six months to identify potential problem sites.
  - d) The Telephone Company will consider forecasts in staffing decisions.
  - e) The Telephone Company will enter into planning discussions with forecasting Customer to validate forecasts, discuss flexibility in potential trouble areas, and assist in application preparation.
- 2) The Telephone Company will aggregate data received in Customer forecasts and provide Customer with information which includes the central offices requested, the number of applications for each central office, and any previously known space constraints.

(N)(D)

(N)



ACCESS SERVICES

**Rule 2 - Description of Service** (cont'd)

3) Collocation (cont'd)

B) Forecasting and Forecast Requirements (cont'd)

- 3) Unforecasted demand (including augments) will be given a lesser priority than forecasted demand. The Telephone Company will make every attempt to meet standard intervals for unforecasted requests. However, if unanticipated requests push demand beyond the Telephone Company's capacity limits, the Telephone Company will negotiate longer intervals as required (and within reason).
- 4) Interval adjustments will be discussed with the Customer at the time the application is received. In general, if forecasts are received less than two months prior to the application date, the interval start day may be postponed as follows:
  - a) No Forecast Received—Interval start date commences two months after application receipt date.
  - b) Forecast Received One Month or Less Prior to Application Receipt Date - Interval start date commences two months after application receipt date.
  - c) Forecast Received Greater than One Month and Less Than Two Months Prior to Application Receipt Date - Interval start date commences one month after application receipt date.
  - d) Forecast Received Two Months or More Prior to Application Receipt Date - Interval start date commences on the application receipt date.
- 5) The Telephone Company will inform all forecasting Customers of the total square footage available and the total number of Customers requesting space in that central office. The Telephone Company will offer each Customer an equal share of the central office space, and request applications immediately, with appropriate fees, to reserve the space. The Customers will have one month to respond. If a Customer does not respond within the specified time, its apportioned share will be allocated evenly among those that do respond

(N)(D)

(N)

ACCESS SERVICES

**Rule 2 - Description of Service** (cont'd)

3) Collocation (cont'd)

B) Forecasting and Forecast Requirements (cont'd)

- 6) If there is not enough space available to provide all requesting Customers with a minimum configuration (i.e., 25 square feet), a drawing for the space will be held. The Telephone Company will inform each Customer of the number of requesting Customers and the quantity of Customers that can be accommodated in the available space. The Telephone Company will request applications immediately, with appropriate fees, to enter the drawing. Each Customer will have one month to respond or be ineligible for the drawing. Applications and associated fees will be returned to those not selected in the drawing.

C) Termination of Arrangement

- 1) The Telephone Company shall have the right to terminate a collocation arrangement at any time with respect to any area(s) of the Telephone Company central office premises which becomes the subject of a taking by eminent authority having such power. The Telephone Company shall notify the Customer of such termination immediately after it receives notice of the taking. The Customer shall have no claim against the Telephone Company for any relocation expenses, any part of any award that may be made for such taking or value of any unexpired arrangement that results from a termination by the Telephone Company under this provision, or any loss of business from full or partial interruption or interference due to any such termination
- 2) If at anytime the Telephone Company reasonably determines that any Customer's facilities or equipment or the installation of the Customer's facilities or equipment does not meet the requirements of these terms and conditions, the Customer will be responsible for the costs associated with the removal or modifications of such facilities to render it compliant. If the Customer fails to correct any non-compliance with these standards within 15 days' written notice, the Telephone Company may have the facilities or equipment removed or the condition corrected at the Customer's expense, subject to the collocation dispute resolution procedures.

(N)(D)

(N)

**ACCESS SERVICES**

**Rule 2 - Description of Service** (cont'd)

3) Collocation (cont'd)

C) Termination of Arrangement

- 3) If the Telephone Company reasonably determines that any Customer's activities, equipment or facilities are unsafe, or are in violation of any applicable fire, environmental, health, safety or other laws or regulations, or pose an immediate threat to the safety of the Telephone Company's employees or others or to the Telephone Company's network, the Telephone Company has the right to immediately stop such activities or the operation of such facilities or equipment without prior notice. The Customer will be charged for any costs incurred as a result of such actions.
- 4) The Telephone Company may also discontinue service or cancel an application for the arrangement without incurring any liability for any of the following reasons.
  - a) Upon non-payment of any sum owing to the Telephone Company for more than 30 days beyond the date of rendition of the bill for the arrangement, the Telephone Company may, on 30 days advance notice in writing to the Customer without incurring any liability, discontinue the furnishing of a new or existing arrangement, subject to the provisions for dispute resolution.
  - b) The Telephone Company shall be prohibited from furnishing services by order of a court or other government authority having jurisdiction.
  - c) In the event of fraudulent use of the Telephone Company's network, the Telephone Company may discontinue the arrangement without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- 5) Grounds for Termination by the Telephone Company - The Telephone Company reserves the right to inspect the Customer's collocation arrangement to determine if the collocation arrangement is being used for interconnection. If the Telephone Company determines that the collocation arrangement is not being used for interconnection, the Telephone Company reserves the right to terminate the Customer's collocation service upon thirty (30) calendar days notice. If the Telephone Company elects to terminate a collocation arrangement pursuant to this section, the termination shall be governed by Rule 2.3.C).

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ACCESS SERVICES

**Rule 2 - Description of Service** (cont'd)

3) Collocation (cont'd)

C) Termination of Arrangement (cont'd)

6) Termination by the Customer - A Customer must notify the Telephone Company in writing of its plans to terminate a collocation arrangement ("Customer Termination Notice"), and such Customer termination shall be governed by this Rule 2.3).C).

a) Termination After Completion If a Customer elects to terminate an existing collocation arrangement after a collocation arrangement has been completed, the termination will be effective thirty (30) calendar days after the Telephone Company's receipt of the Customer Termination Notice.

If Customer terminates a collocation arrangement under this section, the termination shall be governed by Rule 2.3).C) and the Customer remains responsible to pay any unpaid NRCs associated with the terminated arrangement as set forth in Rate Schedule A. If the collocation arrangement being terminated contains equipment in which a third party maintains an ownership or a security interest, the Customer shall include a list of any such owners and secured parties in the Customer Termination Notice.

b) Termination Prior to Completion If the Customer elects to terminate a request for collocation when construction is in progress and prior to completion of the collocation arrangement, the termination will be effective upon the Telephone Company's receipt of the Customer Termination Notice. Application fees submitted will not be refunded. The Customer Termination Notice must be received by the Telephone Company prior to the Scheduled Completion Date to avoid incurring any monthly recurring charges.

(N)(D)

(N)

ACCESS SERVICES

**Rule 2 - Description of Service** (cont'd)

3) Collocation (cont'd)

7) Effect Of Termination If the Telephone Company or Customer terminates a collocation arrangement under this Tariff, the following provisions shall apply:

a) Equipment Removal and Monthly Recurring Charges - The Customer shall disconnect and remove its equipment from the designated collocation space by the effective date of the termination. Upon removal by the Customer of all its equipment from the collocation space, if the Customer does not restore the collocation space to its original condition at time of occupancy, the Customer will reimburse the Telephone Company for the cost to do so.

Due to physical and technical constraints, removal of the Customer's cables will be at the Telephone Company's option. The Telephone Company reserves the right to remove the Customer's equipment if the Customer fails to remove and dispose of the equipment by the effective date of the termination. The Customer will be charged the appropriate additional labor charge in Rate Schedule A for the removal and disposal of such equipment. All monthly recurring charges will continue to be charged to the Customer until the effective date of the termination or, at the Telephone Company's discretion, until any later date, not to exceed 60 days, that all equipment is removed and the collocation space is restored to its original condition at space turnover.

D) Notices

1) Any notices or other communications required or permitted to be given or the terms of this section shall be in hard-copy writing, unless otherwise specifically provided herein. Such notices or communications shall be sufficiently given if delivered personally, or if delivered by prepaid overnight express service, or if delivered by confirmed facsimile transmission and with a copy delivered thereafter either personally, or by prepaid overnight express service, to the Customer's authorized representative.

(N)(D)

(N)

**ACCESS SERVICES**

**Rule 2 - Description of Service** (cont'd)

3) Collocation (cont'd)

D) Notices (cont'd)

- 1) Notice shall be given to the Telephone Company's Vice President – Regulatory, 550 W. Adams Street, Suite 900, Chicago, IL 60661. Facsimile: (312) 346-3276. (T)

A copy of each notice relating to an action, suit, proceeding or claim is to be sent simultaneously to the Telephone Company's General Counsel, 550 W. Adams Street, Suite 900, Chicago, IL 60661. Facsimile: (312) 346-3276. (T)

- 2) Either party may unilaterally change its designated representative and/or address for the receipt of notices by giving seven days' prior written notice to the other party in compliance with this section. Any notice or other communication shall be deemed given when received.

E) Collocation Capacity

- 1) Telephone Company Capacity - The Telephone Company's estimate of its present capacity (i.e., no more than an increase of 15% over the average number of applications received for the preceding three months in a particular geographic area) is based on current staffing and current vendor arrangements. If the forecasts indicate spikes in demand, the Telephone Company will attempt to smooth the demand via negotiations with the forecasting Customers. If the Telephone Company and the Customer fail to agree to smooth demand, the Telephone Company will determine if additional expenditures would be required to satisfy the spikes in demand.

- 2) Vendor Delays - No party shall be excused from their obligations due to the acts or omissions of a party's subcontractors, material, person, suppliers or other third persons providing such products or services to such party unless such acts or omissions are the product of a force majeure event, or unless such delay or failure and the consequences thereof are beyond the reasonable control and without the fault or negligence of the party claiming excusable delay or failure to perform.

**ACCESS SERVICES**

**Rule 2 - Description of Service** (cont'd)

3) Collocation (cont'd)

E) Collocation Capacity (cont'd)

- 3) Vendor Capacity - The Telephone Company will continuously seek to improve vendor performance for all central office work, including collocation. Since the vendors require notice in order to meet increases in demand, the Telephone Company will share Customer actual and forecasted demand with appropriate vendors, as required, subject to the appropriate confidentiality safeguards.

Customers may also contract with Telephone Company approved vendors directly for a variety of the functions required. Customers can contract directly for cage construction, electrical outlets, lighting, ground bar and POT bay installation in their cages.

F) Implementation of Collocation Charges

- 1) The Telephone Company shall provide the Customer with a notice ("Scheduled Completion Notice") indicating the scheduled completion date ("Scheduled Completion Date") for the collocation arrangement. The Telephone Company shall also provide a notice that will remind the Customer of the Scheduled Completion Date and request the Customer to schedule and attend a "Collocation Acceptance Meeting" ("CAM"). Collocation charges will be implemented in accordance with this section regardless of the readiness of the Customer to utilize the completed collocation arrangement.
- a) Collection of Non-Recurring Charges - The Customer shall have ten business days from the receipt of a Telephone Company provided collocation schedule to pay 50% of the NRCs associated with the ordered collocation service. The balance of the NRCs ("NRC Balance") will be billed to the Customer upon Customers acceptance of the collocation arrangement or thirty (30) calendar days after the collocation arrangement is completed, whichever comes first.

ACCESS SERVICES

**Rule 2 - Description of Service** (cont'd)

3) Collocation (cont'd)

F) Implementation of Collocation Charges (cont'd)

- b) Commencement of Recurring Charges - Monthly recurring charges will commence upon Customer acceptance of the collocation arrangement or thirty (30) calendar days after the collocation arrangement is completed, whichever comes first ("Commencement Date"), and shall continue until terminated pursuant to Rule 2.3).C).
- c) Extension Request - A Customer may request to extend or delay the Scheduled Completion Date of a collocation arrangement for up to six (6) months. A Customer electing to extend the Scheduled Completion Date of a collocation arrangement must notify the Telephone Company in writing ("Extension Notice") within thirty (30) calendar days after receiving the Scheduled Completion Notice. In order for the Telephone Company to delay billing of monthly recurring charges for the applicable collocation arrangement, the Customer must remit to the Telephone Company the NRC Balance for the collocation arrangement with the Extension Notice. Monthly recurring charges will not be billed by the Telephone Company until the space for the collocation arrangement is accepted by the Customer or the six (6) month extension period has expired, whichever comes first. At any time during or after the extension period, if the Customer terminates its collocation arrangement, the termination shall be governed by Rule 2.3).C).



**ACCESS SERVICES**

**Rule 2 - Description of Service** (cont'd)

3) Collocation (cont'd)

F) Implementation of Collocation Charges (cont'd)

- 2) If the Telephone Company believes the space for the collocation arrangement is needed to satisfy another's Customer's collocation request prior to the end of the six (6) month extension period, the Telephone Company will notify the original Customer that its collocation space has been requested by another Customer. The original Customer will have up to five (5) business days after receipt of the notification to retain the collocation space by notifying the Telephone Company in writing that it desires to keep the space ("Retention Notice"). If the original Customer retains the collocation space, monthly recurring charges shall commence for the original Customer thirty (30) calendar days after the original Customer sends the Retention Notice or when the original Customer accepts the space, whichever comes first.

G) Closure, Decommissioning or Sale of Premises

- 1) Collocation arrangements will automatically terminate if the premises in which the collocation space is located is closed, decommissioned or sold and no longer houses the Telephone Company's network facilities. At least one hundred eighty (180) days written notice will be given to the Customer of events which may lead to the automatic termination of any such arrangement pursuant to this tariff, except when extraordinary circumstances require a shorter interval. In such cases, the Telephone Company will provide notice to the Customer as soon as practicable. The Telephone Company will work with the Customer to identify alternate collocation arrangements. The Telephone Company will work cooperatively with the Customer to minimize any potential for service interruption resulting from such actions.

ACCESS SERVICES

**Rule 2 - Description of Service** (cont'd)

4) Miscellaneous Services

(T)

A) Presubscription

- 1) Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IXC) to access, without an access code, for intrastate interLATA calls and interstate interLATA calls subject to the Company's FCC Access Tariff. This IXC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select as its PIC the Company, or any other IXC that orders originating Feature Group D Switched Access Service at the end office that serves the end user. After the end user's initial selection of a predesignated IXC, for any additional change in selection, a non-recurring charge, as set forth in Rate Schedule B, 1), A), applies.
- 2) At the request of a new or existing end user served by a Feature Group D end office, the Company will provide a list of IXCs the end user may select as its PIC. At no additional charge for the initial selection, the customer may choose either of the following options.
  - Designate an IXC as a PIC and dial 10XXX or 101XXXX to reach other IXCs.
  - Designate that they do not want to be presubscribed to any IXC and choose to dial 10XXX or 101 XXXX for all calls to all IXCs.

New end users subscribing to the Company's Exchange Access Service which do not specify a PIC will default to the Company as their initial PIC selection. Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge as set forth in Rate Schedule B, 1), A), applies. This charge is billed to the end user which is the subscriber to the Exchange Access Service, or upon request by the selected IXC, billed to the IXC on behalf of the end user.

ACCESS SERVICES

**Rule 2 - Description of Service** (cont'd)

4) Miscellaneous Services

(T)

B) Unauthorized PIC Change

If an IXC requests a PIC change on behalf of a billed party (e.g., an end user), and the billed party subsequently denies requesting the change, and the IXC is unable to substantiate the change with a letter of authorization signed by the billed party; then:

The billed party will be reassigned to their previously selected IXC. No charge will apply to the billed party for this reassignment.

The Unauthorized Presubscription Change Charge as set forth in Rate Schedule B, 1), A), 2) will apply to the IXC that requested the unauthorized PIC change. This charge is applied in addition to the PIC change charge set forth in Rate Schedule B, 1), A), 1).

ACCESS SERVICES

**Rule 2 - Description of Service** (cont'd)

5) Billing Name and Address Service

(T)

Billing Name and Address (BNA) Service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company.

BNA Service is provided for the sole purpose of permitting the customer to bill its telephone communications service to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

BNA Service, which allows customers to submit the end user's ten-digit Automatic Number Identification (ANI) for returned end user BNA, is provided on both a manual and mechanized basis. On a manual basis, the BNA information may be requested by a written request (i.e., U.S. mail or facsimile). On a mechanized basis, the customer initiated request for information is available through electronic data transmission. The Company, upon receipt of the customer's request, will process the ANI. If the BNA information is available within the Company's billing records, the Company will produce a report of the associated BNA information in either a paper or electronic data transmission media.

BNA information is furnished for 10XXX or 101XXXX dialing, collect, bill to third number and messages charged to a calling card that is resident in the Company's data base.

ACCESS SERVICES

**Rule 2 - Description of Service** (cont'd)

5) Billing Name and Address Service

(T)

A) Undertaking of The Company

- 1) The Company will respond within ten (10) business days of receipt of a customer's manual request for end user BNA information. The Company will respond to all mechanized BNA requests within five (5) business days of receipt.
- 2) Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.
- 3) The Company shall use reasonable efforts to provide accurate and complete BNA information. The company makes no warranties, expressed or implied, as to the accuracy or completeness of this BNA information.

B) Obligations of the Customer

- 1) With each order for BNA Service, the customer shall identify the authorized individual and address to receive the BNA information.
- 2) The customer shall institute adequate internal procedures to insure that BNA information, including that related to "confidential" non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those customer personnel or agents with a need to know the information.

ACCESS SERVICES

**Rule 2 - Description of Service** (cont'd)

5) Billing Name and Address Service

(T)

B) Obligations of the Customer (cont'd)

- 3) The customer shall not publicize or represent to others that the Company jointly participates with the customer in the development of the customer's end user records, accounts, data bases or market data, records, files and data bases or other systems it assembles through the use of BNA Service.
- 4) When the customer orders BNA Service for both interstate and intrastate messages, the Jurisdictional Reporting Requirements listed in Rule 17, 1), C) will be applicable.

C) Rate Regulations

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

The Service Establishment Charge and Record Transmission Charge apply to BNA Service. The Record Transmission Charge is a usage rate which applies on a per message (ANI) basis. The Record Transmission Charges are accumulated over a monthly period. The Company will keep a count of the records (ANI's) transmitted and report pages processed. The Company will bill the customer in accordance with these counts whether or not the Company was able to provide BNA information for all BNA records. For billing purposes, each month is considered to have 30 days. When a customer cancels an order for BNA Service after the order date, the Service Establishment Charge (if applicable) and the Record Transmission Charge will apply.

ACCESS SERVICES

**Rule 2 - Description of Service** (cont'd)

5) Billing Name and Address Service

(T)

C) Rate Regulations (cont'd)

1) Service Establishment Charge

The BNA Service Establishment Charge applies for the initial establishment of BNA Service on either a manual or mechanized basis.

- 2) The BNA Record Transmission Charge is a usage rate which applies on a per ten-digit ANI (message) basis. Each message is subject to the BNA Record Transmission Charge, regardless of whether the requested telephone number is available. The Record Transmission Charge is applied on either a manual or mechanized basis.

3) Media Charge

There are two types of medium: Paper and Electronic Data Transmission. The applicable Media Charge will depend upon the media type selected by the customer.

(a) Paper

A Paper charge is a usage rate which applies to each report page distributed to the customer.

(b) Electronic Data Transmission

An Electronic Data Transmission charge is a usage rate which applies per electronic data transmission record transmitted to the customer.

ACCESS SERVICES

**Rule 2 - Description of Service** (cont'd)

6) Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved

- A) When a Dedicated Service is ordered by a customer where one end of the service is in one Exchange Telephone Company operating territory and the other end is in another Exchange Telephone Company operating territory, each Exchange Telephone Company involved will receive a copy of the order and will arrange to provide its portion of the service.
- B) All Access Services, shall be provided on a Meet Point basis, with each carrier billing their services separately in accordance with their applicable tariffs and regulations.

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Schedule Cal. P.U.C. No. 1-T  
First Revised Cal. P.U.C. Sheet 45-T  
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ACCESS SERVICES

**Rule 2 - Description of Service** (cont'd)

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ACCESS SERVICES

**Rule 2 - Description of Service** (cont'd)

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ACCESS SERVICES

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ACCESS SERVICES

**Rule 2 - Description of Service** (cont'd)

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ACCESS SERVICES

**Rule 2 - Description of Service** (cont'd)

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ACCESS SERVICES

**Rule 2 - Description of Service** (cont'd)

7) Changes in Service Requested

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If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fees shall be adjusted according to the term and conditions set forth in Rule 3, 1), C) following, Access Order Modifications.

ACCESS SERVICES

**Rule 3 - Application For Service**

1) Access Service Order

A) Ordering Access Service Types

An Access Service Order is used by the Company to provide a Customer Access Service. When placing an order for Access Service, the Customer shall provide, at a minimum, the following information:

1) For Feature Group D Switched Access Service:

(a) When direct routing to an end office is desired, the Customer shall specify:

- the number of trunks,
- the end office and
- the Local Transport and Local Switching options desired.

(b) When end office routing via an access tandem switch operated by another Exchange Telephone Company is desired, the Customer shall specify:

- the number of trunks,
- the access tandem switch,
- the Local Transport and Local Switching options desired, and
- an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company's access tandem.

ACCESS SERVICES

**Rule 3 - Application For Service** (cont'd)

1) Access Service Order (cont'd)

A) Ordering Access Service Types (cont'd)

In addition, the Customer shall also specify for terminating only access, whether the trunks are to be arranged in trunk group arrangements or provided as single trunks.

2) For Feature Group D Switched Access Service, the Customer shall specify the number of busy hour minutes of capacity (BHMC) from the Customer's premises to the end office by traffic type. This information is used to determine the number of transmission paths. The Customer shall also specify the Local Transport and Local Switching options. When FGD is ordered by specifying the number of trunks and direct routing to an end office is desired, the customer shall specify:

- the end office and
- the Local Transport and Local Switching options desired.

When FGD is ordered by specifying the number of trunks and end office routing via an access tandem operated by another Exchange Telephone Company is desired, the customer shall specify:

- the access tandem,
- the Local Transport and Local Switching options desired, and
- an estimate of the amount of traffic to be generated to and/or from each Company end office subtending another Exchange Telephone Company's access tandem.



ACCESS SERVICES

**Rule 3 - Application For Service** (cont'd)

1) Access Service Order (cont'd)

A) Ordering Access Service Types (cont'd)

2) (cont'd)

In addition, for Feature Group D with the SS7 signaling option, the Customer shall specify the switching point codes and trunk circuit identification codes for trunks with the SS7 signaling option, and the STP point codes, signaling link codes and link type for each Common Channel Signaling Access (CCSA) connection ordered.

When a Customer orders FGD in trunks, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

3) For Toll Free Data Base Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D. If the Customer desires any of the optional features available with Toll Free Data Base Service, the Customer shall so specify on the order for service.

B) Access Order Service Date Intervals

Access Service is provided with one of the following Service Date Intervals:

- Negotiated Interval
- Advance Order Interval

ACCESS SERVICES

**Rule 3 - Application For Service** (cont'd)

1) Access Services Order (cont'd)

B) Access Order Service Date Intervals (cont'd)

1) Negotiated Interval

The Company will negotiate a service date interval with the Customer when:

- (a) There is no Standard Interval for the service, or;
- (b) The quantity of Access Services orders exceeds the quantities specified in the Standard Intervals, or;
- (c) The Customer requests a service date beyond the applicable Standard Interval service date except as set forth in (C) following.

ACCESS SERVICES

**Rule 3 - Application For Service** (cont'd)

1) Access Services Order (cont'd)

B) Access Order Service Date Intervals (cont'd)

1) Negotiated Interval (cont'd)

The Company will offer a service date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval service date, or, when there is no Standard Interval, the Company offered service date. All services for which rates are applied on an individual case basis are provided with a Negotiated Interval.

Common Channel Signaling Access (CCSA) links will be provided on a Negotiated Interval. New or existing FGD trunks ordered with the SS7 signaling option will be provided on a Negotiated Interval.

The addition and/or deletion of a Toll Free Access Service six digit customer identification NXX is provided with a Negotiated Interval. The addition of a Toll Free Access Service ten digit customer identification record to the Toll Free Access Service data base or the deletion of a Toll Free Access Service ten digit customer identification record from the Toll Free Access Service data base is provided with a Negotiated Interval.

ACCESS SERVICES

**Rule 3 - Application For Service** (cont'd)

1) Access Services Order (cont'd)

B) Access Order Service Date Intervals (cont'd)

1) Negotiated Interval (cont'd)

Initial establishment of service  
where Customer is:

Maximum Interval

- |  |          |
|--|----------|
| - Not yet provided with any<br>Trunk Group service in the LATA | 6 months |
| - Provided Trunk Group service<br>in the LATA                  | 90 Days  |

ACCESS SERVICES

**Rule 3 - Application For Service** (cont'd)

1) Access Services Order (cont'd)

B) Access Order Service Date Intervals (cont'd)

2) Advance Order Interval

When placing an Access Order, a Customer may request an Advance Order Interval for a service date of 12 to 24 months from the Application Date for the following services:

- A minimum of 24 voice grade equivalent Switched Access Service lines or trunks or 720 BHMCs

Orders for less than the minimum quantities will be accommodated under Standard or Negotiated Interval provisions.

Advance Order Interval Access Orders are subject to all ordering conditions of Standard and Negotiated Interval Access Orders except for the following:

(a) Advance Payment

A nonrefundable Advance Payment will be calculated as follows:

Advance Payment: The minimum monthly charge for the minimum period plus the applicable Nonrecurring Charges for the services ordered.

ACCESS SERVICES

**Rule 3 - Application For Service** (cont'd)

- 1) Access Services Order (cont'd)
  - B) Access Order Service Date Intervals (cont'd)
    - 2) Advance Order Interval (cont'd)
      - (a) Advance Payment (cont'd)

This Advance Payment is due 10 working days from the date the Company confirms acceptance of the order, or on the Application Date, whichever date is the later date. If the Advance Payment is not received by such payment date, the order will be canceled.

When the Access Services are connected on the service date, the Advance Payment will be applied, as a credit, to the Customer's billed service charges. When there has been a decrease in the number of services originally ordered, as set forth in (b) following, only the portion of the Advance Payment for services actually installed will be credited.

ACCESS SERVICES

**Rule 3 - Application For Service** (cont'd)

1) Access Services Order (cont'd)

B) Access Order Service Date Intervals (cont'd)

2) Advance Order Interval (cont'd)

(b) Cancellation or Partial Cancellation of an Advance Order Interval Access Order

When the Customer cancels an Access Order, the order will be withdrawn. The Advance Payment will not be credited or refunded.

Any decrease in the number of ordered Access Services will be treated as a partial cancellation, and the portion of the Advance Payment for the services canceled will not be credited or refunded.

ACCESS SERVICES

**Rule 3 - Application For Service** (cont'd)

1) Access Services Order (cont'd)

C) Access Order Modifications

1) Provisions for the modification of an order for service are established in the service order.

(C)(D)

(C)



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ACCESS SERVICES

**Rule 3 - Application For Service** (cont'd)

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ACCESS SERVICES

**Rule 3 - Application For Service** (cont'd)

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ACCESS SERVICES

**Rule 3 - Application For Service** (cont'd)

- 1) Access Services Order (cont'd)
  - D) Cancellation of an Access Order
    - 1) Provisions for the cancellation of an order for service are established in the service order.

(C)(D)  
.....  
(C)

ACCESS SERVICES

**Rule 3 - Application For Service** (cont'd)

1) Access Services Order (cont'd)

E) Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one month except for those services ordered with a longer minimum term.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not, as follows:

- 1) When a service with a one-month minimum period is discontinued prior to the expiration of the minimum period, a one-month charge will apply at the rate level in effect at the time service is discontinued.
- 2) When a service with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, the applicable charge will be the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period, unless otherwise expressly specified under the terms of the written service order.

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Schedule Cal. P.U.C. No. 1-T  
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Cancels Original Cal. P.U.C. Sheet 65-T

ACCESS SERVICES

**Rule 3 - Application For Service** (cont'd)

1) Access Services Order (cont'd)

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ACCESS SERVICES

**Rule 3 - Application For Service** (cont'd)

1) Access Services Order (cont'd)

F) This Section is Intentionally Blank and Reserved for Future Use

(T)(D)

G) Nonrecurring Charges

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

ACCESS SERVICES

**Rule 3 - Application For Service** (cont'd)

1) Access Services Order (cont'd)

G) Nonrecurring Charges (cont'd)

1) Installation of Service

Nonrecurring charges apply to each Switched Access Service installed. For Switched Services ordered on a per trunk basis, the charge is applied per trunk or out of band signaling connection. For Switched Services ordered on a busy hour minutes of capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s). In addition, nonrecurring charges apply when an out of band signaling connection is installed for use with FGD.

2) Service Rearrangements

All changes to existing services other than changes involving administrative activities only will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in (1) preceding will apply for this work activity. Moves that change the physical location of the point of termination are described below.

(a) Moves Within the Same Building

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

ACCESS SERVICES

**Rule 3 - Application For Service** (cont'd)

1) Access Services Order (cont'd)

G) Nonrecurring Charges (cont'd)

(b) Moves to a Different Building

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

H) Reserved for Future Use

(D)(T)



ACCESS SERVICES

**Rule 3 - Application For Service** (cont'd)

I) Maintenance of Services

The services provided under this tariff shall be maintained by the Telephone Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Telephone Company, other than by connection or disconnection to any interface means used, except with the written consent of the Telephone Company.

(D)

J) Reserved for Future Use

(D)(T)

K) Reserved for Future Use

(D)(T)

ACCESS SERVICES

**Rule 3 - Application For Service** (cont'd)

L) Notification of Service-Affecting Activities

The Telephone Company will provide the customer reasonable notification of service affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific, they affect many customer services. No specific advance notification period is applicable to all service activities. The Telephone Company will work cooperatively with the customer to determine reasonable notification requirements.

M) Coordination with Respect to Network Contingencies

The Telephone Company intends to work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

N) Emergency Blocking

Customer agrees that if the Telephone Company, in its sole discretion, determines that an emergency action is necessary to protect the Telephone Company network or business, the Telephone Company may block any transmission path over the Telephone Company network to Customer transmissions that are needed to protect the integrity of the Telephone Company network or business. Neither Party shall have any obligation to the other Party for any claim, judgment or liability resulting from such blockage.



ACCESS SERVICES

**Rule 4 - Contracts** (cont'd)

2) Special Construction

A) Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

- 1) non-recurring type charges;
- 2) recurring type charges;
- 3) termination liabilities; or
- 4) combinations thereof.

B) Basis for Cost Computation

The costs referred to in Rule 4.2).A) preceding may include one or more of the following items to the extent they are applicable:

- 1) cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
  - a) equipment and materials provided or used,
  - b) engineering, labor and supervision,
  - c) transportation, and
  - d) rights of way;
- 2) cost of maintenance;
- 3) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- 4) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- 5) license preparation, processing and related fees;
- 6) tariff preparation, processing and related fees;
- 7) any other identifiable costs related to the facilities provided; or
- 8) an amount for return and contingencies.

ACCESS SERVICES

**Rule 4 - Contracts** (cont'd)

2) Special Construction

C) Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.

- 1) The termination liability period is the estimated service life of the facilities provided.
- 2) The amount of the maximum termination liability is equal to the estimated amounts for:
  - (a) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
    - (1) equipment and materials provided or used,
    - (2) engineering, labor and supervision,
    - (3) transportation, and
    - (4) rights of way;
  - (b) license preparation, processing, and related fees;
  - (c) tariff preparation, processing, and related fees;
  - (d) cost of removal and restoration, where appropriate; and
  - (e) any other identifiable costs related to the specially constructed or rearranged facilities.
- 3) The applicable termination liability method for calculating the unpaid balance of a term obligation is: (a) the sum of the amounts determined as set forth in Rule 4.2).C).2). preceding; multiplied by (b) a factor related to the unexpired period of liability; multiplied by (c) the discount rate for return and contingencies. The amount determined in Rule 4.2).C).2). preceding shall be adjusted to reflect the predetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

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ACCESS SERVICES

**Rule 5 - Special Information Required on Forms**

1) Special Information Required on Forms

A) Customer Bills

The Company's name shall be identified on each Customer bill. Each bill will prominently display a toll-free number for service or billing inquiries, together with an address where the Customer may write to the Company. If the Company uses a billing agent, the Company will also include the name of the billing agent it uses. Each bill for telephone service will contain notations concerning the following:

- 1) When the bill shall be paid by the Customer to the Company;
- 2) Billing detail, including the period of service covered by the bill;
- 3) Late payment charges and when they will be applied;
- 4) How the Customer must pay the bill;
- 5) How to contact the Company with questions about the bill; and
- 6) If the Customer's bill contains charges for interLATA and interstate toll calling billed by the Company on behalf of an interexchange carrier authorized to provide those services, then the bill will include a toll-free number for service or billing inquiries.

ACCESS SERVICES

**Rule 5 - Special Information Required on Forms (cont'd)**

1) Special Information Required on Forms (cont'd)

A) Customer Bills (cont'd)

Each bill shall also include the following statement:

"This bill is now due and payable; it becomes subject to a late payment charge if not paid within 30 calendar days of the presentation date. Should you have any questions regarding this bill, please request an explanation from Neutral Tandem. If you believe you have been incorrectly billed you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, CA 94102. To avoid having service disconnected, payment of the disputed bill should be made "under protest" to the CPUC or payment arrangements should be made agreeable to the Company pending the outcome of the Commission's Consumer Affairs Branch review. The Consumer Affairs Branch shall review the basis of the billed amount, communicate the results of its review to the parties and inform you of your recourse to pursue the matter further with the Commission."

B) Deposit Receipts

Each deposit receipt shall contain the following provisions:

"This deposit, less the amount of any unpaid bills for service furnished by Neutral Tandem-California, LLC, shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period."

ACCESS SERVICES

**Rule 6 - Establishment and Re-establishment of Credit**

- 1) Establishment and Re-establishment of Credit
  - A) Neutral Tandem may require Customers or potential customers to provide information pertaining to their financial ability to pay for service. Neutral Tandem may deny service to Customers who do not provide the requested information or who fail to meet Neutral Tandem's financial criteria, unless the Customer is willing to pay a deposit based upon the rules contained in this tariff. If service was discontinued for non-payment of charges, Neutral Tandem may request additional information from the Customer and reserves the right to collect an advance payment and/or deposit prior to re-establishing service. At the time an application for service is made, an applicant may be required to pay an amount equal to one month's service charges and/or the service connection and/or equipment charges which may be applicable, as well as any nonrecurring charges for any required special construction. However, Company cannot require advance payments for usage. The amount of the first month's service is credited to the Customer's account on the first bill rendered.
  - B) Each applicant for service shall provide credit information satisfactory to the Company or pay a deposit. Deposits shall not be required if the Customer:
    - 1) Provides credit history acceptable to the Company.
    - 2) A cosigner or guarantor with credit history acceptable to the Company may establish credit for service.
    - 3) The Company may determine the acceptable form of the Customer's deposit to establish credit for service."
    - 4) Credit cannot be denied for failure to provide social security number. In compliance with Rule 4C Appendix B of D.95-07-054, the Company will not refuse a deposit to establish credit for service. However, the Company may request the deposit to be in cash or other acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit).



ACCESS SERVICES

**Rule 7 - Advance Payments and Deposits**

1) Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will be an amount equal to one month's charges and/or the service connection and/or equipment charges which may be applicable. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2) Deposits

A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- 1) two (2) months' charges for a service or facility which has a minimum payment period of one month: or
- 2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

B) A deposit may be required in addition to an advance payment.

ACCESS SERVICES

**Rule 7 - Advance Payments and Deposits** (cont'd)

2) Deposits (cont'd)

- C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- D) Deposits held will accrue interest at the 3-month commercial paper rate on a yearly basis without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer. No interest will be given if the Customer has received a minimum of two notices in a 12-month period.

**ACCESS SERVICES**

**Rule 8 - Notices**

1) **Rate Information**

Rate information and information regarding the terms and conditions of service will be provided in writing upon request by a current or potential Customer. Notice of major increases in rates will be provided in writing to Customers and postmarked at least 30 days prior to the effective date of the change. No Customer notice is required for minor rate increases or for rate decreases. Customers will be advised of optional service plans in writing as they become available. In addition, Customers will be advised of changes to the terms and conditions of service no later than the Company's next billing cycle.

2) **Discontinuance of Service Notice**

A) **Notice to Company for Cancellation of Service**

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service.

B) **Notice by Company of Discontinuance of Service**

1) Notices to discontinue service for nonpayment of bills shall be provided in writing by first class mail to the Customer not less than 7 calendar days prior to termination. Each notice shall include all of the following information:

- (a) The name and address of the Customer whose account is delinquent.
- (b) The amount that is delinquent.
- (c) The date when payment or arrangements for payment are required in order to avoid termination.
- (d) The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or charges.
- (e) The procedure the Customer may use to request amortization of the unpaid charges.

ACCESS SERVICES

**Rule 8 - Notices** (cont'd)

2) Discontinuance of Service Notice (cont'd)

B) Notice by Company of Discontinuance of Service (cont'd)

1) (cont'd)

(f) The telephone number of a representative of the Company, who can provide additional information or institute arrangements for payment.

(g) The telephone number of the Commission's Consumer Affairs Branch (CAB) where the Customer may direct inquiries.

(h) Notification that local service may not be discontinued for nonpayment of Category II or other unregulated competitive services.

C) Change in Ownership or Identity Notice

The Company will notify Customers in writing of a change in ownership or identity of the Company on the Customers' next monthly billing invoice.

D) Rules for Company Notices

Notices the Company sends to Customers, or the Commission, will be a legible size and printed in a minimum point size type of 10 and are deemed made on date of presentation.

ACCESS SERVICES

**Rule 9 - Rendering and Payment of Bills**

1) Payment Arrangements

A) Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer. When a Customer starts service on a day other than the first day of the billing period, monthly charges will be prorated.

1) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges 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.

ACCESS SERVICES

**Rule 9 - Rendering and Payment of Bills** (cont'd)

1) Payment Arrangements (cont'd)

B) Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- 1) Non-recurring charges are due and payable within 30 days after the date of the invoice.
- 2) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.
- 3) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- 4) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

ACCESS SERVICES

**Rule 9 - Rendering and Payment of Bills** (cont'd)

1) Payment Arrangements (cont'd)

B) Billing and Collection of Charges (cont'd)

- 5) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
  - (a) a rate of 1.5 percent per month; or
  - (b) the highest interest rate which may be applied under state law for commercial transactions.
- 6) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- 7) If service is disconnected by the Company in accordance with Rule 11, 1) following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.
- 8) Customer shall be liable for the payment of all fees and expenses (including, without limitation, attorney's fees and expenses, costs of investigation, and costs of litigation) reasonably incurred by the Company in collecting, or attempting to collect, any charges owed hereunder, including, without limitation, charges for services provided by the Company.

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ACCESS SERVICES

**Rule 9 - Rendering and Payment of Bills** (cont'd)

2) Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.



ACCESS SERVICES

**Rule 10 - Disputed Bill Procedure**

1) Billing Disputes

A) General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B) Late Payment Charge

- 1) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under Rule 9, B), 5), preceding.
- 2) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
- 3) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

ACCESS SERVICES

**Rule 10 - Disputed Bill Procedure** (cont'd)

1) Billing Disputes (cont'd)

C) Adjustments or Refunds to the Customer

- 1) In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
- 2) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
- 3) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
- 4) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

ACCESS SERVICES

**Rule 10 - Disputed Bill Procedure** (cont'd)

1) Billing Disputes (cont'd)

D) Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to 90 days (commencing 5 days after such bills have been mailed or otherwise rendered during the Company's normal course of business) to request an in-depth review of the disputed amount.

- 1) First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
- 2) Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

California Public Utilities Commission  
Consumer Affairs Branch  
505 Van Ness Avenue  
San Francisco, CA 94102  
(415) 703-4973

ACCESS SERVICES

**Rule 11 - Discontinuance and Restoration of Service**

- 1) Discontinuance of Service for Cause
  - A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving not less than seven (7) calendar days prior written notice to the Customer of its intention to discontinue, discontinue or suspend service without incurring any liability. The Customer will be given at least fifteen (15) days for payment after the postmark date indicated on the envelope in which bill was transmitted.
  - B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving seven (7) days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
  - C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
  - D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
  - E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
  - F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

ACCESS SERVICES

**Rule 11 - Discontinuance and Restoration of Service** (cont'd)

1) Discontinuance of Service for Cause (cont'd)

G) Upon the Company's discontinuance of service to the Customer under Rule 11, 1), A) or Rule 11, 1), B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

H) Unless the provisions of Rule 16, 1), B) apply, if a customer fails to comply with the provisions of this Tariff or other requirements agreed to by the customer, including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on thirty (30) days written notice by receipted delivery to the person designated by that customer to receive such notices of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying customer and/or discontinue the provision of services at any time thereafter. Telephone Company reserves the right to refuse service to any carrier whose use or continued use of the Service would be materially adverse to the interest of the Telephone Company or Interconnected Carriers. If the Telephone Company does not refuse additional applications for service on the date specified in the thirty (30) days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service by the non-complying customer without further notice.

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ACCESS SERVICES

**Rule 12 - Continuity of Service**

1) Allowances for Interruptions in Service

A) General

- 1) A credit allowance will be given when service is interrupted, except as specified in Rule 12, 1), B) following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- 2) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 3) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

B) Limitations of Allowances

No credit allowance will be made for any interruption in service:

- 1) Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- 2) Due to the failure of power, equipment, systems, connections or services not provided by the Company;

ACCESS SERVICES

**Rule 12 - Continuity of Service** (cont'd)

1) Allowances for Interruptions in Service (cont'd)

B) Limitations of Allowances (cont'd)

- 3) Due to circumstances or causes beyond the control of the Company;
- 4) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- 5) During any period in which the Customer continues to use the service on an impaired basis;
- 6) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 7) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 8) That was not reported to the Company within ninety (90) days of the date that service was affected.

(C)

C) Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.



ACCESS SERVICES

**Rule 12 - Continuity of Service** (cont'd)

1) Allowances for Interruptions in Service (cont'd)

D) Application of Credits for Interruptions in Service

- 1) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rate basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- 2) For calculating credit allowances, every month is considered to have thirty (30) days.
- 3) A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

ACCESS SERVICES

**Rule 12 - Continuity of Service** (cont'd)

1) Allowances for Interruptions in Service (cont'd)

D) Application of Credits for Interruptions in Service (cont'd)

4) Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

5) Continuous Interruption Over 24 Hours and Less Than 72 Hours.  
Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

ACCESS SERVICES

**Rule 12 - Continuity of Service** (cont'd)

1) Allowances for Interruptions in Service (cont'd)

D) Application of Credits for Interruptions in Service (cont'd)

- 6) Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one-month period.

E) Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

ACCESS SERVICES

**Rule 13 - Service Connections/Facilities on Customer Premises**

- 1) Provision of Equipment and Facilities
  - A) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
  - B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
    - 1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
    - 2) the reception of signals by Customer-provided equipment; or
    - 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

ACCESS SERVICES

**Rule 13 - Service Connections/Facilities on Customer Premises** (cont'd)

2) Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents, contractors or suppliers.

ACCESS SERVICES

**Rule 14 - Measurement of Service**

1) Application of Rates

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

A) Charges Based on Duration of Use

Customer traffic to end offices will be measured (i.e., recorded or assumed) by the Company at end office switches or access tandem switches. Originating and terminating calls will be measured (i.e., recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. In the event the Customer message detail is not available because the Company lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Customer access minutes of use based on previously known values.

For originating calls over Feature Group D, usage measurement begins when the originating Feature Group D switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

The measurement of originating call usage ends when the originating Feature Group D 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 switch.

For terminating calls over Feature Group D, the measurement of access minutes begins when the terminating Feature Group D switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered. For terminating calls over FGD Access Service, the measured minutes are chargeable access minutes. Where assumed minutes are used, the assumed minutes are the chargeable access minutes.

ACCESS SERVICES

**Rule 14 - Measurement of Service** (cont'd)

1) Application of Rates (cont'd)

A) Charges Based on Duration of Use (cont'd)

The measurement of terminating call usage over Feature Group D ends when the terminating Feature Group D 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 switch.

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

B) Rates Based Upon Distance

Where the charges for service are specified based upon distance, the following rules apply:

- 1) Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Except that, until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4 is revised to include certain Company wire centers, the airline distance should be determined utilizing the "V" (vertical) and "H" (horizontal) coordinates as set forth in Applicable Company Tariffs.

ACCESS SERVICES

**Rule 14 - Measurement of Service** (cont'd)

1) Application of Rates (cont'd)

B) Rates Based Upon Distance (cont'd)

2) The airline distance between any two wire centers is determined as follows:

- (a) Obtain the "V" and "H" coordinates for each wire center from the above-referenced NECA tariff.
- (b) Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
- (c) Square each difference obtained in step (2) above.
- (d) Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
- (e) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- (f) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

(g) Formula = 
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$



ACCESS SERVICES

**Rule 14 - Measurement of Service** (cont'd)

1) Application of Rates (cont'd)

C) Mileage

The mileage to be used to determine the Local Transport Facility monthly rates are calculated as the airline distance between the end office switch where the call carried by Local Transport originates or terminates and the customer's serving wire center. The V&H coordinates method is used to determine mileage. This method is set forth in Rule 14, 1), B).

The Local Transport Facility mileage rates are shown in Rate Schedule A, 1), C) in terms of per mile per access minute. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, always round up to the next whole mile before determining the mileage. Then multiply the mileage by the appropriate Local Transport Facility rate. The amount to be billed shall be the product of this calculation (i.e., the number of miles multiplied by the per mile rate) multiplied by the number of access minutes.

ACCESS SERVICES

**Rule 15 - Limitation of Liability**

1) Limitations on Liability

- A) The Telephone Company's liability, if any, for its willful misconduct 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 (B) through (L) following, the Telephone 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.
- B) The Telephone Company shall not be liable for:
- (1) Any act or omission of any other carrier or customer providing a portion of a service;
  - (2) Any intentional, wrongful act of a Telephone Company employee when such act is not within the scope of the employee's responsibilities for the Telephone Company and/or is not authorized by the Telephone Company;
  - (3) Any representations made by Telephone Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
  - (4) Any noncompletion of calls due to network busy conditions; and
  - (5) Any calls not actually attempted to be completed during any period that service is unavailable.
- C) The Telephone Company is not liable for damages to the customer 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 Telephone Company's negligence.

(T)

ACCESS SERVICES

**Rule 15 - Limitation of Liability** (cont'd)

1) Limitations on Liability (cont'd)

D) The Telephone Company shall be indemnified, defended and held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this tariff, involving:

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

E) The Telephone Company shall be indemnified, defended and held harmless by the IC against any claim, loss or damage arising from the IC's use of services offered under this tariff, involving:

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

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

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(T)

ACCESS SERVICES

**Rule 15 - Limitation of Liability** (cont'd)

1) Limitations on Liability (cont'd)

- G) No license under patents (other than the limited license to use) is granted by the Telephone Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Telephone Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this tariff and will indemnify such customer for any damages awarded based solely on such claims.
- H) The Telephone Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotion, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in Rule 12 following
- I) The Telephone Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Telephone Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- J) Except as otherwise stated in this Tariff, any claim of whatever nature against the Telephone Company shall be deemed conclusively to have been waived unless presented in writing to the Telephone Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

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(C)

ACCESS SERVICES

**Rule 15 - Limitation of Liability** (cont'd)

1) Limitations on Liability (cont'd)

- (K) NEITHER TELEPHONE COMPANY NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR ASSIGNS, SHALL BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, INCLUDING THEIR OWN CUSTOMERS OR END USERS, FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS OR ANY OTHER PECUNIARY LOSS, ARISING IN ANY WAY OUT OF OR UNDER THIS TARIFF OR RELATED AGREEMENT, WHETHER IN TORT, CONTRACT OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CARRIER'S AND ITS SUBCONTRACTORS LIABILITY TO CUSTOMER AND ITS CUSTOMERS OR END USERS ARISING OUT OF OR UNDER THIS TARIFF OR RELATED AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER TO CARRIER IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE TIME THAT THE EVENT RESULTING IN LIABILITY OCCURS.
- (L) DISCLAIMER OF WARRANTIES. TELEPHONE COMPANY MAKES NO WARRANTY TO CUSTOMER, OR TO ITS OWN CUSTOMERS, END USERS, OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES OR RESULTS, TITLE, NONINFRINGEMENT, QUIET ENJOYMENT OR QUIET POSSESSION, OR CORRESPONDENCE TO DESCRIPTION WITH RESPECT TO THE Services AND ANYTHING PROVIDED OR USED UNDER, OR AS A RESULT OF, THIS TARIFF OR ANY RELATED AGREEMENT.

(C)

(C)

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Chicago, Illinois 60661

Schedule Cal. P.U.C. No. 1-T  
First Revised Cal. P.U.C. Sheet 101-T  
Cancels Original Cal. P.U.C. Sheet 101-T

ACCESS SERVICES

**Rule 15 - Limitation of Liability** (cont'd)

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Advice Letter No. 5  
Decision No.: 04-07-010

Issued by:  
Ron Gavillet  
Executive Vice President

Date Filed: June 22, 2007  
Effective: August 1, 2007  
Resolution No.

Neutral Tandem-California, LLC  
550 W. Adams Street  
Suite 900  
Chicago, Illinois 60661

Schedule Cal. P.U.C. No. 1-T  
First Revised Cal. P.U.C. Sheet 102-T  
Cancels Original Cal. P.U.C. Sheet 102-T

ACCESS SERVICES

**Rule 15 - Limitation of Liability** (cont'd)

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Issued by:  
Ron Gavillet  
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Date Filed: June 22, 2007  
Effective: August 1, 2007  
Resolution No.

ACCESS SERVICES

**Rule 16 - Use of Service**

1) Prohibited Uses

- A) The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.
- B) The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.
- C) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any facilities of the Company, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with the foregoing, the Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions is not applicable.
- D) A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

(C)

(C)



**ACCESS SERVICES**

**Rule 17 - Responsibility of the Customer**

1) **Obligations of the Customer**

A) **Damages**

The customer shall reimburse the Telephone Company for damages to the Telephone Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the customer or resulting from the customer's improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. The Telephone Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Telephone Company for the damages to the extent of such payment.

B) **Ownership of Facilities and Theft**

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

C) **Equipment Space and Power**

The customer shall furnish or arrange to have furnished to the Telephone Company, at no charge, equipment space and electrical power required by the Telephone 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 Telephone Company. The customer shall also make necessary arrangements in order that the Telephone Company will have access to such spaces at reasonable times for installing, testing, inspecting, repairing or removing Telephone Company services. Customer shall prepare its site for and accept delivery of any equipment before the requested service start date. Customer shall provide reasonable access for Carrier to install, maintain, or remove any equipment.

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ACCESS SERVICES

**Rule 17 - Responsibility of the Customer (cont'd)**

1) **Obligations of the Customer (cont'd)**

D) Availability for Testing

The services provided under this tariff shall be available from the Telephone Company at times mutually agreed upon in order to permit the Telephone Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

E) Reserved for Future Use

(D)(T)

F) Design of Customer Services

Except as provided herein, the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Telephone Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

G) References to the Telephone Company

The customer may advise End Users that certain services are provided by the Telephone Company in connection with the service the customer furnishes to End Users; however, the customer shall not represent that the Telephone Company jointly participates in the customer's services.

ACCESS SERVICES

**Rule 17 - Responsibility of the Customer (cont'd)**

1) Obligations of the Customer (cont'd)

H) Claims and Demands for Damages

- 1) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the customer.
- 2) The customer shall defend, indemnify, protect and save harmless the Telephone Company from and against any and all suits, claims, and demands by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Telephone Company's services provided under this tariff, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.
- 3) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the customer or third parties arising out of any act or omission of the customer in the course of using services provided under this tariff.

(C)

(C)

ACCESS SERVICES

**Rule 17 - Responsibility of the Customer (cont'd)**

1) **Obligations of the Customer (cont'd)**

I) Traffic Information

- 1) Customer shall provide Signaling Data (as defined below) and shall not, directly or indirectly, including in concert with a third party, strip, alter, modify, add, delete, change, mask, manipulate or incorrectly assign any Signaling Data. Signaling Data shall, at a minimum, include: (a) information that accurately reflects the geographic location of the end user that originated and/or dialed the call, when including such information is technically feasible; (b) calling party number as defined in 47 C.F.R. Section 64.1600(c) ("CPN"); (c) Automatic Number Identification as defined in 47 C.F.R. Section 64.1600(b) ("ANI"); (d) Charge Number as defined in 47 C.F.R. Section 64.1600(d); (e) Jurisdictional Indicator Parameter ("JIP"); and (f) any other signaling data that affects the terminating Party's ability to jurisdictionalize traffic. If it is determined that Customer has: directly or indirectly made any such addition, deletion, change, mask, manipulation, alteration, modification, or incorrect assignment, or (b) intentionally or unintentionally failed to provide any Signaling Data, all of Customer's traffic, including prior traffic, will be re-rated to the highest tariff rate. Upon request, Company will provide to Customer available Signaling Data for traffic terminated to Customer.
- 2) Where SS7 connections exist, Customer will include the original and true Line Information, including the Calling Party Number (CPN), in the information transmitted to the Company for each call.
- 3) If customer is passing Line Information but the Telephone Company is not properly receiving information, the parties will work cooperatively to correct the problem.

(D)

ACCESS SERVICES

**Rule 17 - Responsibility of the Customer (cont'd)**

1) Obligations of the Customer (cont'd)

J) Jurisdictional Report Requirements

1) In this section the terms "trunk group" shall be assumed to also represent a single line or trunk.

2) Reporting by the customer of the expected jurisdictional use of services is required because the Telephone Company cannot determine the actual jurisdiction of the customer's usage from every type of call detail recording. In some cases the Telephone Company cannot record the customer's usage of the service at all. The information reported by the customer will be used by the Telephone Company in an effort to determine the appropriate charges, as set forth in Rule 17, 1), K) following. The customer must always report this information for those services or portions of services for which the actual jurisdictional use cannot be determined by Telephone Company. \* (Pursuant to Federal Communications Commission order FCC 85-145 released April 16, 1985, interstate usage is to be developed as though every call that enters a customer network at a point within the same state as that in which the called station (as designated by the called station number) is situated is an intrastate communication and every call for which the point of entry is in a state other than that where the called station (as designated by the called station number) is situated is interstate in nature.)

a) When a customer orders a new Access Service, the customer shall, in its order, state the proportion of the service which is to be provided for interstate use. This proportion is the Percent for Interstate Use or PIU. The customer can either specify one general PIU for the service usage or the customer can specify an 800 terminating PIU and a residual PIU. All PIUs shall be stated as whole number percentages. If the customer chooses to report one general Percent for Interstate Use, then the general PIU will be the customer's best estimate of the percentage of the total use of the trunk group that will be interstate in nature.

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ACCESS SERVICES

**Rule 17 - Responsibility of the Customer (cont'd)**

1) Obligations of the Customer (cont'd)

J) Jurisdictional Report Requirements, (Cont'd.)

2) (Cont'd.)

a) (Cont'd.)

If the customer chooses to provide a separate 800 terminating PIU, then that PIU will be the customer's best estimate of the percentage of the total 800 terminating use of the trunk group usage that will be interstate in nature. The residual PIU would then be the customer's best estimate of the percentage of the total trunk group usage that will not be 800 terminating usage and will be interstate in nature.

The reported Percentage(s) for Interstate Use PIU(s) will be used in the determination of all interstate and intrastate charges for the trunk group, as set forth in Rule 17, 1), K) following, as well as for the associated charges for transport and port charges. The PIU(s) remains in effect until it is superseded by a revised PIU(s), as set forth in c) following.

When the customer determines that any currently effective PIU(s) for one or more trunk groups is no longer accurate, the customer shall report a revised PIU(s) for each trunk group. The customer can report the new PIU(s) to the Telephone Company in writing. The report must clearly identify each trunk group, the account number under which it is billed, and both the current and revised PIU(s). The revised PIU(s) will become effective on the first day of the next monthly billing period that begins at least 15 business days after the day on which the customer reports the revised PIU(s) to the Telephone Company. No revisions to bills preceding the effective date of the revised PIU(s) will be made based on this report.

*Material that originally appeared on this Page now appears on Page 109.1.*

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ACCESS SERVICES

**Rule 17 - Responsibility of the Customer (cont'd)**

1) Obligations of the Customer (cont'd)

J) Jurisdictional Report Requirements, (Cont'd.)

2) (Cont'd.)

a) (Cont'd.)

If no PIU is submitted as specified herein, then the PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

The Telephone Company will charge the intrastate terminating switched access rates to Customers for those minutes lacking jurisdictional information that are in excess of a reasonable percentage (10%) of minutes for which this information is not transmitted. For example, if 40% of a Customer's minutes sent to the Telephone Company do not contain sufficient originating information to allow the Telephone Company to determine the originating location, the Telephone Company would apply these provisions to those minutes exceeding the 10% "floor," or 30% in this example.

b) Reserved for Future Use.

(D)(T)

*Material that appears on this Page originally appeared on Page 109.*

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Schedule Cal. P.U.C. No. 1-T  
Second Revised Cal. P.U.C. Sheet 110-T  
Cancels First Revised Cal. P.U.C. Sheet 110-T

ACCESS SERVICES

**Rule 17 - Responsibility of the Customer (cont'd)**

- 1) Obligations of the Customer (cont'd)
  - J) Jurisdictional Report Requirements
  
  
  - c) Reserved for Future Use

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ACCESS SERVICES

**Rule 17 - Responsibility of the Customer (cont'd)**

1) Obligations of the Customer (cont'd)

J) Jurisdictional Report Requirements

d) Reserved for Future Use

(D)(T)

e) Call Classification Report Verification

If a billing dispute arises or a regulatory commission questions the PIU, the Telephone Company will ask the customer to provide the data the customer uses to determine the PIU. The customer shall supply the data within 15 days of the Telephone Company request. The customer shall keep records of call detail, including not altering directly or indirectly with a third party call origination or termination data from which the Call Classification can be ascertained. Upon request of the Telephone Company, customer shall make the records available for inspection as reasonably necessary for purposes of verification. Requests for verification shall be limited to no more than two per year, except in extreme circumstances. Audits may be conducted by independent auditors if the Telephone Company and the customer or the customer alone is willing to pay the expenses of the audit.

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ACCESS SERVICES

**Rule 17 - Responsibility of the Customer (cont'd)**

1) Obligations of the Customer (cont'd)

K) Determination of Interstate Charges for Mixed Interstate and Intrastate Access Service (T)

When mixed interstate and intrastate Service is provided, all charges (i.e., nonrecurring, monthly and/or usage) including the associated charges for transport and port charges and optional features, will be prorated between interstate and intrastate. The Percentage for Interstate Use PIU(s) reported as set forth in Rule 17, 1), J) preceding will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as interstate is applied in the following manner: (T) (T)

1) For monthly and nonrecurring chargeable rate elements

(a) Access Services Except Direct-Trunk Transport Facilities or Entrance Facilities (T)

Multiply the general PIU or the residual PIU, if the customer has chosen to provide usage type PIUs, times the quantity of chargeable elements times the stated applicable tariff rate per element

(b) Direct-Trunked Transport Facilities and Entrance Facilities

Multiply the Direct-Trunked Transport Facility or Entrance Facility PIU, times the quantity of chargeable elements times the stated applicable tariff rate per element.

2) For all Access Services usage sensitive chargeable rate elements: (T)

a) If the actual jurisdiction of the usage can be reasonably identified, multiply the actual measured use that is identified by jurisdiction times the applicable stated tariff rate.

b) If the customer has chosen to provide one general PIU for all usage types, then multiply the general PIU times actual usage (i.e., measured or Telephone Company assumed average usage) which cannot be reasonably jurisdictionally identified times the stated tariff rate. If the customer has chosen to provide separate usage type PIUs and the residual PIU, then multiply the usage type PIU or the residual PIU times the corresponding actual usage type minutes of use times the stated applicable tariff rate.

ACCESS SERVICES

**Rule 17 - Responsibility of the Customer (cont'd)**

1) **Obligations of the Customer (cont'd)**

L) Certification of Access Services As Intrastate

(T)

1) Determination of Jurisdiction of Access Service

(T)

Jurisdiction refers to the classification of a service as interstate (subject to the jurisdiction of the Federal Communications Commission) or as intrastate (subject to the jurisdiction of a state regulatory body). Every call that enters a customer network at a point within the same state as that in which the called station (as designated by the called station number) is situated is an intrastate communication, and every call for which the point of entry is in a state other than that where the called station (as designated by the called station number) is situated is an interstate communication.

2) Jurisdictional Use Certification Requirement

When a customer orders a service from this tariff, the customer shall ensure that the traffic it is sending via the service meets the requirements for classification as intrastate. The customer shall be responsible for advising the Telephone Company of any changes in such classification.

(T)  
(T)

M) Identification and Rating of VoIP-PSTN Traffic

(N)

1) Scope

Toll VoIP-PSTN Traffic denotes a customer's interexchange voice traffic exchanged with the Telephone Company over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. This section governs the identification of Toll VoIP-PSTN Traffic that is required to be compensated at interstate access rates (unless the parties have agreed otherwise) by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90 et. al., FCC No. 11-161 (November 18, 2011) ("FCC Order"). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Relevant VoIP-PSTN Traffic") from the Customer's traditional intrastate access traffic, so that such Relevant VoIP-PSTN Traffic can be billed in accordance with the FCC Order.

(N)

ACCESS SERVICES

**Rule 17 - Responsibility of the Customer (cont'd)**

1) Obligations of the Customer (cont'd)

M) Identification and Rating of VoIP-PSTN Traffic (cont'd)

2) Rating of Toll VoIP-PSTN Traffic

The Relevant VoIP-PSTN Traffic identified in accordance with this tariff section will be billed in accordance with the Company's applicable interstate switched access Tariff FCC No. 2.

3) Calculation and Application of Percent-VoIP-Usage Factor

The Company will determine the number of Relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection (2), above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU (however determined – either based on call detail information or PIU) exchanged between the Company and the Customer. The PVU will be derived and applied as follows:

a) The Customer will calculate and furnish to the Company a factor (the "PVU-A") representing the percentage of the total intrastate and interstate access MOU that the Customer exchanges with the Company in the State, that (a) is sent to the Company and that originates in IP format; or (b) is received from the Company and terminates in IP format. This PVU-A 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.

b) Company will, likewise, calculate a factor (the "PVU-B") representing the percentage of the Company's total access MOU in the State that the Company originates or terminates in IP format. This PVU-B shall be based on information such as the number of the Company'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.

(N)

(N)

ACCESS SERVICES

**Rule 17 - Responsibility of the Customer (cont'd)**

1) Obligations of the Customer (cont'd)

M) Identification and Rating of VoIP-PSTN Traffic (cont'd)

3) Calculation and Application of Percent-VoIP-Usage Factor (cont'd)

c) The Company will use the PVU-A and PVU-B factors to calculate an effective PVU factor that represents the percentage of total access MOU exchanged between the Company and the Customer that is originated or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends. The PVU factor will be calculated as the sum of: (A) the PVU-A factor and (B) the PVU-B factor times (1.0 minus the PVU-A factor).

d) The Company will apply the effective PVU factor to the total intrastate access MOU exchanged with the Customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

Example 1: The PVU-B is 10% and the PVU-A is 40%. The effective PVU factor is equal to  $40\% + (10\% \times 60\%) = 46\%$ . The Company will bill 46% of the Customer's intrastate access MOU in accordance with the Company's applicable interstate switched access tariff.

Example 2: The PVU-B is 10% and the PVU-A is 0%. The effective PVU factor is  $0\% + (100\% \times 10\%) = 10\%$ . The Company will bill 10% of the Customer's intrastate access MOU in accordance with the Company's applicable interstate switched access tariff.

Example 3: The PVU-A is 100%. No matter what the PVU-B factor is, the effective PVU is 100%. The Company will bill 100% of the Customer's intrastate access MOU in accordance with the Company's applicable interstate switched access tariff.

e) If the Customer does not furnish the Company with a PVU-A pursuant to the preceding paragraph 1, the Company will utilize an effective PVU equal to the PVU-B.

(N)

(N)

ACCESS SERVICES

**Rule 17 - Responsibility of the Customer (cont'd)**

1) Obligations of the Customer (cont'd)

M) Identification and Rating of VoIP-PSTN Traffic (cont'd)

4) Initial PVU Factor

If the PVU factor is not available and/or cannot be implemented in the Company's billing systems by December 29, 2011, once the factor is available and can be implemented the Company will adjust the Customer's bills to reflect the PVU retroactively to December 29, 2011. In calculating the initial PVU, the Company will take the Customer-specified PVU-A into account retroactively to December 29, 2011, provided that the Customer provides the factor to the Company no later than April 15, 2012; otherwise, it will set the initial PVU equal to the PVU-B, as specified in subsection (3)(e), above.

5) PVU Factor Updates

The Customer may update the PVU-A factor or the Company may update the PVU-B quarterly using the method set forth in subsection (C)(1), above. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-A factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVU-A to calculate a revised PVU. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU.

6) PVU Factor Verification

Not more than twice in any year, the Company may ask the Customer to verify the PVU-A factor furnished to the Company and Customer may ask the Company to verify the PVU-B 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-A and PVU-B factors.

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ACCESS SERVICES

**Rule 17 - Responsibility of the Customer (cont'd)**

1) **Obligations of the Customer (cont'd)**

N) Forecasts

Customer shall exchange technical descriptions and forecasts of its interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all End Users in their respective designated service areas.

O) Coordination with Respect to Network Contingencies

The customer shall, in cooperation with the Telephone Company, coordinate in planning the actions to be taken to maintain maximum network capability, including following natural or manmade disasters which affect telecommunications services.

P) Updating Data Bases

The Telephone Company and customer shall use the Local Exchange Routing Guide (LERG) to provision the appropriate NPA NXXs. Customer shall be responsible for updating its routing tables and internal databases to reflect changes in the Telephone Company profile and terminations.

Q) Resale of Services

Customer agrees not to resell the Telephone Company service in any manner without prior written consent of the Telephone Company.

R) Compliance with Laws

Customer shall comply with all applicable laws and regulations in its use of the service. Customer is solely responsible for all products and services it provides to its End Users and to other carriers.

**ACCESS SERVICES**

**Rule 17 - Responsibility of the Customer (cont'd)**

1) Obligations of the Customer (cont'd)

S) Exchange of Traffic and Information

All facilities interconnected to the Telephone Company by Customer shall be two-way in nature, unless otherwise agreed in writing by the Telephone Company. Customer shall accept both originating and terminating traffic from the Telephone Company. At all times, Customer shall provide facilities within its network that are necessary for routing, transporting, measuring, and billing of traffic originated by other customers of the Telephone Company and for delivering traffic to the Telephone Company for termination to other carriers. Customer shall transmit traffic in the standard format compatible with the Telephone Company's network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and terminate the traffic it receives in that standard format to the proper address on its network. Customer shall exercise best efforts in responding to requests by the Telephone Company to install additional facilities and capacity with the customer to accommodate traffic volumes and maintain the highest network quality standards. Customer agrees that Telephone Company may share certain customer information with other customers of the Telephone Company for the sole purpose of providing service.

T) Non-Authorized Traffic

Customer agrees not to send Carrier Non-Authorized Traffic (i.e., traffic that is not Access traffic, including 911, 411, 976, directory assistance, and 0+ operator services local calls). Telephone Company will block any Non-Authorized Traffic sent to the Telephone Company switches and will have no obligation to carry such traffic.

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ACCESS SERVICES

**Rule 17 - Responsibility of the Customer (cont'd)**

1) Obligations of the Customer (cont'd)

U) Customer Responsibility

Customers seeking to cancel service for traffic terminating to the Company have an obligation to cease sending such traffic to the Company's network. Customers will remain responsible for traffic originating from the Company's network if the Customer accepts such traffic.

V) Determination of InterMTA and IntraMTA Traffic

CMRS provider will have the responsibility of providing, on a quarterly basis (or as otherwise agreed to by the Company), a report to the Company providing the percentage of the CMRS provider's traffic terminated to the Company that is intraMTA or interMTA. The report will also detail what percentage of the interMTA traffic is intrastate and what percentage is interstate (PIU).

Reports regarding the percentages of intraMTA or interMTA traffic (and the intrastate or interstate jurisdiction of interMTA traffic) shall be based on a reasonable traffic study conducted by the CMRS provider and available to the Company upon request. Upon reasonable written notice, the Company or its authorized representative shall have the right to conduct a review and verification of the CMRS provider's reported percentages. This includes on-site verification reviews at the CMRS provider's or vendor locations. The review may consist of an examination and verification of data involving records, systems, procedures and other information related to the traffic originated by the CMRS provider and terminated to the Company. The customer shall keep records of call detail, including not altering directly or indirectly with a third party call origination or termination data from which the call jurisdiction can be ascertained. The CMRS provider will provide the Company with reasonable access to such information as is necessary to determine amounts payable under this tariff.

If the CMRS provider fails to provide the verifiable reports required under this section, the Company will apply a default percent interMTA of 50% (and a default PIU of 50% on all interMTA traffic), on all traffic originated by the CMRS provider for termination by the Company.

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ACCESS SERVICES

**Rule 18 - Customer Equipment and Channels**

1) Interconnection of Facilities

- A) In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

ACCESS SERVICES

**Rule 18 - Customer Equipment and Channels** (cont'd)

2) Inspections

- A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
  
- B) If the protective requirements in connections with Customer provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

**ACCESS SERVICES**

**Rule 19 - Legal Requirements**

1) **Legal Requirements for Refusal or Discontinuance of Service**

California Public Utilities Commission's Decision No. 91188 in Case No. 4930 requires that each communications utility operating under the jurisdiction of the CPUC include the provisions of the rule set forth in Appendix B of that Decision as a part of the rules in the utility's tariff schedules. Accordingly, Appendix B of Decision No. 91188, Case No. 4930, is quoted herein:

**"Appendix B"**

- A) Any communications utility operating under the jurisdiction of this Commission shall refuse service to a new applicant and shall disconnect existing service to a Customer upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code sections 807 and 808, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the magistrate's writing shall be a finding that there is probable cause to believe not only that the subject telephone facilities have been or are to be used in the commission or facilitation of illegal acts, but that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result.
- B) Any person aggrieved by any action taken or threatened to be taken pursuant to this rule shall have the right to file a complaint with the Commission and may include therein a request of interim relief. The Commission shall schedule a public hearing on the complaint to be held within 20 calendar days of the filing of the complaint. The remedy provided by this rule shall be exclusive. No other action at law or in equity shall accrue against any communications utility because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this rule.

**ACCESS SERVICES**

**Rule 19 - Legal Requirements (cont'd)**

- 1) Legal Requirements for Refusal or Discontinuance of Service (cont'd)
- C) If communications facilities have been physically disconnected by law enforcement officials at the premises where located, without central office disconnection, and if there is not presented to the utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the subscriber, the utility shall promptly restore such service.
- D) Any concerned law enforcement agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present evidence and argument and to present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both (1) the burden of proving that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law and that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result, and (2) the burden of persuading the Commission that the service should be refused or should not be restored.
- E) The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule, shall notify the applicant or subscriber in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or subscriber may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule.

ACCESS SERVICES

**Rule 19 - Legal Requirements** (cont'd)

- 1) Legal Requirements for Refusal or Discontinuance of Service (cont'd)
- F) At the expiration of 15 days after refusal or disconnection of service pursuant to paragraph 1 of this rule, the utility, upon written request of the applicant or subscriber, shall provide or restore such service unless the law enforcement agency concerned shall have notified the utility in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving any such notice of objection, the law enforcement agency shall mail or deliver a copy thereof to the applicant or subscriber. Nothing in this paragraph shall be construed to preclude the granting of interim relief in a proceeding initiated pursuant to paragraph 2 of this rule.
- G) Each contract for communications service, by operation of law, shall be deemed to contain the provisions of this rule. Such provisions shall be deemed to be a part of any application for communications service. Applicants for service shall be deemed to have consented to the provisions of this rule as a consideration for the furnishing of such service.
- H) The term "person," as used herein, includes a subscriber to communications service, an applicant for such service, a corporation, a company, a co-partnership, an association, a political subdivision, a public officer, a governmental agency, and an individual.
- I) The term "communications utility," as used herein, includes a "telephone corporation" and a "telegraph corporation," as defined in Division 1 of the California Public Utilities Code.

ACCESS SERVICES

**Rule 20 - Change of Service Provider**

1) **Solicitation of Customer Authorization for Service Termination and Transfer**

Solicitations by the Company, or its agents, of Customer authorization for termination of service with an existing carrier and the subsequent transfer to a new carrier must include current rate information on the new carrier and information regarding the terms and conditions of service with the new carrier. Solicitations by the Company, or its agents, must conform with California Public Utilities Code Section 2889.5. All solicitations sent by the Company or its agents to Customers must be legible and printed in a minimum type size type of 10 points. A penalty or fine of up to \$500 may apply for each violation of this Rule.

2) **Unauthorized Service Termination and Transfer ("Slamming")**

The Company will be held liable for both the unauthorized termination of service with an existing carrier and the subsequent unauthorized transfer to its own service. The Company is responsible for the actions of its agents that solicit unauthorized service termination and transfers and in such cases shall restore the Customer's service to the original carrier without charge to the Customer. All billings during the unauthorized service period shall be refunded to the Customer. A penalty or fine of up to \$500 payable to the CPUC may apply to each violation of the Rule. As prescribed under Public Utilities Code Section 2108, each day of a continuing violation shall constitute a separate and distinct offense. The carrier responsible for the unauthorized transfer will reimburse the original carrier for the reestablishing service at the tariff rate of the original carrier.

**ACCESS SERVICES**

**Rule 21 - Demarcation Points**

1) **Responsibilities**

The Company will provide facilities, equipment, and services to its local loop demarcation point. The Company is responsible for the provisioning and maintenance of its facilities, equipment, and services to the local loop demarcation point, including those located at that point.

The Customer is responsible for the completion of services beyond the Company's local loop demarcation point.

Customer requested services beyond the local loop demarcation point may be provided by the Company at the Customer's expense.

2) **Local Loop Demarcation Point**

A) The Company's Local Loop Demarcation Point separates the Company's network responsibility for its facilities, equipment and services from that of the building owner or end-user Customer. This demarcation point designates the end of the Company's network facilities (local loop) and the beginning of the intrabuilding network cable (INC), if any, provided by the building owner.

Where a Local Loop Demarcation Point lacks sufficient power and/or space to support provisioning of new service, such service will be provisioned as close as practicable to the existing demarcation point.

B) The Local Loop Demarcation Point may also be referred to as the Minimum Point of Entry (MPOE) or Minimum Point of Presence (MPOP) for the purpose of defining the end of the Company's network facilities.

C) The Local Loop Demarcation Point is located at the MPOE/MPOP to any single or multi-story building, and includes the Company's entrance facility, except as set forth in Paragraph 4 following. The Company will not be required to place its demarcation point on more than one floor of a multi-story building.



ACCESS SERVICES

**Rule 21 - Demarcation Points** (cont'd)

2) Local Loop Demarcation Point (cont'd)

D) Exceptions:

- 1) Emergency Reporting Services (E911/911): The demarcation point is at the Company-provided terminal equipment, including the equipment where the equipment has been provided by the Company.
- 2) Disabled Services: The demarcation point is at the Company-provided terminal equipment. The Company's responsibility includes the terminal equipment where the equipment has been provided by the Company.
- 3) Company-provided Semi-Public and Public Coin Services: The demarcation point is at the equipment at the location requested by the end-user or building owner, and includes the equipment.
- 4) If a property owner desires an additional Local Loop Demarcation Point(s) at a specified location on a Customer's premises for purposes of providing service assurance, safety, security and privacy of data communications over the cable (generally known as "Direct Feed"), the owner will be required to pay for additional network cable and network facilities through special construction arrangements. In particular, additional Local Loop Demarcation Points cannot be used to extend any cable pairs served from any Local Loop Demarcation Point from one location to another location.
- 5) Fiber Optic Cable: The demarcation point is at the Company-provided Fiber Optic Terminal (FOT) equipment. The Company's responsibility includes the FOT equipment where the equipment has been provided by the Company.

ACCESS SERVICES

**Rule 21 - Demarcation Points** (cont'd)

3. Intrabuilding Network Cable Demarcation Point

- 1) The Intrabuilding Network Cable (INC) demarcation point separates the building owner's responsibility to provide INC from the Customer's responsibility to provide inside wire, standard jacks, and customer premises equipment. This demarcation point designates the end of the INC provided by the building owner and the beginning of simple or complex inside wire provided by the Customer.
- 2) The INC demarcation point is located at the distribution terminal(s) on each floor in a multi-story building, except as set forth in Paragraph 3 below and B4 preceding.
- 3) Where there is no intrabuilding network cable or it is in a single-story building, the INC demarcation is the Company's Local Loop Demarcation Point.

4. Inside Wire Demarcation Point

- 1) The inside Wire Demarcation Point is located where Customer premises equipment (CPE) is connected to the inside wire. This demarcation point designates the end of the inside wire and the beginning of the CPE facilities.
- 2) The Inside Wire Demarcation Point separates the inside wire vendor's responsibility from that of the CPE vendor. This demarcation point, where the Company is the vendor of choice for inside wire repair and the CPE trouble isolation, begins where the Customer's inside wire connects to the INC. Where there is no INC, the Inside Wire Demarcation Point is the MPOE.

ACCESS SERVICES

**Rule 21 - Demarcation Points** (cont'd)

5) Continuous Property

A) Continuous Property is land which is:

- 1) wholly owned by a single individual or entity, regardless of whether the owner leases all or a portion(s) of the property to another and
- 2) which contains, or will contain, multiple buildings where all portions of the property may be served without crossing a public thoroughfare or the property of another.

B) There are three basic types of Continuous Properties:

- 1) Single-tenant commercial in which one owner or tenant occupies all building.
- 2) Mixed commercial and residential (e.g., building with both commercial and residential space or campus-type configurations such as colleges and military bases) in which a mixture of business and residential uses exists.
- 3) Multi-tenant commercial and/or residential in which several tenants occupy a building individually on a per-floor or per-section basis.

Single family homes and properties within which a portion(s) of the land is owned by separate entities and portion(s) is owned by the entities in common do not constitute Continuous Property.

ACCESS SERVICES

**Rule 21 - Demarcation Points** (cont'd)

5) Continuous Property (cont'd)

C) Continuous Property

- 1) For Continuous Property, regardless of use, the Company's Local Loop Demarcation Point will be at the appropriate main distribution terminal as determined by negotiations between the property owner and the Company. Where an agreement cannot be reached, the Company will designate the Local Loop Demarcation Point location.
- 2) It is the property owner's responsibility to provide and maintain INC within and between buildings on a continuous property. The Company may, at the Customer request and expense, provide INC.

D) Where an owner of Continuous Property requests additional Local Loop Demarcation Points or changes an existing local loop demarcation point, the owner will be required to pay for any additional network cable and facilities required through special construction agreements set forth in this tariff, except as provided in the preceding paragraph.

E) The INC and Inside Wire Demarcation Points are located as described above.

F) At the request of a property owner, a Company may waive the designation of a single Local Loop Demarcation Point for a Continuous Property if, due to the unique characteristics of the property, a hardship would be created for the property owner and/or the Company. Examples of such Continuous Property include (a) national, state and local parks, beaches, highways, harbors and similar publicly-owned property and (b) railroad rights-of-way and extensive, privately-owned tracts of land with developed communities (e.g., the City of Irvine) and similar privately-owned property. The Company will treat land within the boundaries of privately-owned property under (b) above as Continuous Property, provided that it had the characteristics of Continuous Property, e.g., (a) it is wholly leased by a single individual or entity and (b) it contains or will contain multiple buildings.

This paragraph is not intended in any way to waive the unbundling of INC in each building.

Neutral Tandem-California, LLC  
550 W. Adams Street  
Suite 900  
Chicago, Illinois 60661

Schedule Cal. P.U.C. No. 1-T  
First Revised Cal. P.U.C. Sheet 126-T  
Cancels Original Cal. P.U.C. Sheet 126-T

ACCESS SERVICES

**Sample Form**

Sample Customer Notice of Discontinuance of Service For Non-Payment of Bills

(date)

Customer Name  
Customer Address  
Customer telephone number and/or account number

Dear (Customer):

Our records indicate that the subject account remains past due. We request payment in the amount of \$(amount) be received in our office no later than (date). On (date plus 7 days) a disconnect order will be submitted to our order cancellation department if payment has not been received by that time. If your service is disconnected, you will be required to pay a deposit equal to two months' usage, in addition to reconnect charges of (reconnect amount). Your local service will not be disconnected for non-payment of any charges for unregulated telecommunications service that may be included in the amount shown above.

To prevent an interruption in service and to avoid the additional charges **PLEASE MAIL YOUR PAYMENT TODAY TO:**

Accounts Payable  
Neutral Tandem-California, LLC  
550 W. Adams Street  
Suite 900  
Chicago, Illinois 60661

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If you believe that the amount now overdue was billed in error, Neutral Tandem will investigate the disputed amount upon written request. If, after investigation and review by Neutral Tandem, there is still disagreement over the amount due, you may appeal the dispute to the Consumer Affairs Branch of the California Public Utilities Commission, 505 Van Ness Avenue, San Francisco CA 94102, 1-888-649-7570.

If you have any questions regarding the amount due or wish to make agreements for payment, please contact your Neutral Tandem representative at 1-800-(xxx)-(xxxx).

(Service Representative)  
Neutral Tandem-California, LLC

Advice Letter No. 15  
Decision No.:

Issued by:  
Richard L. Monto

Date Filed: June 1, 2011  
Effective: July 1, 2011  
Resolution No.