

Grande Communications Networks, Inc.

**401 Carlson Circle
San Marcos, Texas 78666**

INTERSTATE CARRIER SWITCHED ACCESS TARIFF

This tariff contains the description, regulations and rates for the furnishing of services and facilities for switched access telecommunications services provided by Grande Communications Networks, Inc. to Carrier Customers originating from or terminating to locations within the United States. The Company's principal offices are located at: 410 Carlson Circle, San Marcos, Texas 78666. This tariff is on file with the Federal Communications Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business San Marcos, Texas.

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Grande Communications Networks, Inc.

F.C.C. Tariff No. 2
Fifth Revised Sheet No. 4
Replaces Fourth Revised Sheet No. 4

CHECK SHEET

The sheets listed below, which are inclusive 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 indicated below.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	26	Original
2	Original	27	Original
3	Original	28	Original
4	Fifth Revised*	29	Original
5	Original	30	Original
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11	Original	36	Original
12	Original	37	Original
13	Original	38	Original
14	Original	39	Original
15	Original	40	Original
16	Original	41	Original
17	Original	42	Fifth Revised *
18	Original	43	1 st Revised
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		

* = New or revised sheet

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) Changed administrative regulation
- (D) Discontinued rate, administrative regulation or test
- (I) Change resulting in an Increase to a Customer's Bill
- (N) New rate and/or new regulation
- (R) Change resulting in a Reduction to a Customer's Bill
- (T) Change in Text
- (Z) Correction

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TARIFF FORMAT

- A. Sheet Numbering** - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
- B. Sheet Revision Numbering** - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheet** - When a tariff is filed with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the tariff pages, with a cross-reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

1.1. Definitions

Access Services - Originating or terminating interstate switched access services provided by the Company to telecommunications carriers that access the Company's End-Users via the Company's local exchange network.

Call - A completed connection between the calling and called End-User parties.

Calling Station - The telephone number from which a Call originates.

Called Station - The telephone number called.

Carrier - An entity other than the Company that provides telecommunications services.

Carrier Customer - A Carrier that accesses the network of the Company to reach End-Users who are not telecommunications carriers, and that orders and subsequently receives interstate switched access service from the Company. A Carrier that purchases exchange access service from the Company is responsible for the payment of charges and compliance with the Company's regulations and applicable law.

Commission - The Federal Communications Commission

Company - Grande Communications Networks, Inc., unless specifically stated otherwise.

Customer - End user. A person, firm, corporation, partnership, governmental agency or other entity, including affiliates or divisions of the Customer, which orders telecommunications service from the Company or Carrier Customer and in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff. Throughout this tariff, and any accompanying materials or future submissions with respect to this tariff, the term "Customer" shall apply to End-User-Customer(s), and/or Shared Customer(s), as appropriate, and as defined more fully herein.

Disconnect - To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

End-User Customer - Any entity included within the definition of Customer above, in whose name the telephone number of the Calling Station is registered with the underlying local exchange Company.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

1.1. Definitions (Cont'd)

Holiday - For the purposes of this tariff recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Incomplete - Any Call where voice transmission between the Calling and Called station is not established.

Message - A completed telephone Call by a Customer or User.

Normal Business Hours - The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Premises - The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

Rate - Money, charge, fee or other recurring assessment billed to Customers for services or equipment.

Service Order - A written request for Access Services executed by the Carrier Customer and the Company in a format devised by the Company.

Shared Customer - Any entity included within the definition of Customer above, that receives services from and is under obligation to the Company and one or more Carrier-Customers simultaneously.

User - End-User Customer

United States - The forty-eight (48) contiguous states contained within the mainland United States, as well as Alaska, Hawaii, the District of Columbia, Puerto Rico and the U.S. Virgin Islands.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

1.2. Abbreviations

ANI - Automatic Number Identification

BNA - Billing Name and Address

FCC - Federal Communications Commission (“Commission”)

ICB - Individual Case Basis

IXC - Interexchange Carrier

PIC - Primary Interexchange Carrier

PICC - Presubscribed Interexchange Carrier Charge

POP - Point of Presence

V&H - Vertical and Horizontal Coordinates

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SECTION 2 - RULES AND REGULATIONS

2.1. Undertaking of the Company

- 2.1.1. The Company provides switched access telecommunications services to Carrier Customers throughout the United States to enable such Customers to access the Company's local exchange End User Customers.
- 2.1.2. The Company installs, operates and maintains the telecommunications services provided herein in accordance with the terms and conditions set forth in this tariff. This tariff applies only to the extent that facilities are available. The Access Services provided herein are to be used by Carrier Customers for the purpose of originating or terminating interstate communications.
- 2.1.3. The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.4. The Company's customer service representatives for billing and service inquiries may be reached, toll-free, at: 1-800-331-7127. Carrier Customers wishing to communicate with the Company in writing may send correspondence to: 401 Carlson Circle, San Marcos, Texas 78666.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2. Limitations of Service

- 2.2.1. Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2. Service is furnished to the Carrier Customer for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Customer.
- 2.2.3. The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4. The Company's services may be denied for nonpayment of charges or for other violations of the terms and conditions set forth in this tariff.
- 2.2.5. Service temporarily may be refused or limited because of system capacity limitations.
- 2.2.6. Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.2.7. Service to any or all Carrier Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.
- 2.2.8. The Company reserves the right to discontinue furnishing service where the Carrier Customer is using the service in violation of the law or the provisions of this tariff.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3. Limitations of Liability

- 2.3.1. Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 2.3.2. The Company is not liable to Carrier Customers for interruptions in service except as set forth in Section 2.5 of this tariff.
- 2.3.3. The liability of the Company for errors in billing that result in overpayment by the Carrier Customer shall be limited, unless otherwise ordered by the Commission, to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.3.4. Except in instances of gross negligence or willful misconduct, the Company shall not be liable for and the Carrier Customer shall indemnify and hold the Company harmless against any claims for loss or damages involving:
- 2.3.4.A. Any act or omission of: (i) the Carrier Customer; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
 - 2.3.4.B. Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, war, riots, government authorities or causes beyond the Company's control;
 - 2.3.4.C. Any unlawful or unauthorized use of the Company's facilities and services;
 - 2.3.4.D. Libel, slander or infringement of copyright arising directly or indirectly from content transmitted over facilities provided by the Company;
 - 2.3.4.E. Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;
 - 2.3.4.F. Claims arising out of any act or omission of the User in connection with service provided by the Company.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3. Limitations of Liability (Cont'd)

2.3.4 (Cont'd)

- 2.3.4.G. Breach in the privacy or security of communications transmitted over the Company's facilities;
- 2.3.4.H. Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the Carrier Customer obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Carrier Customer.
- 2.3.4.I. Defacement of or damage to the Carrier Customer's Premises or property resulting from the furnishing of services or equipment to such Premises or the installation or removal thereof.
- 2.3.4.J. Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
- 2.3.4.K. Any noncompleted Calls due to network busy conditions; and
- 2.3.4.L. Any Calls not actually attempted to be completed during any period that service is unavailable.
- 2.3.5. The Carrier Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against claims set forth in Section 2.3.4.
- 2.3.6. The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the Carrier Customer.
- 2.3.7. Any claim against the Company shall be deemed waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3. Limitations of Liability (Cont'd)

- 2.3.8. The Company makes no express representations or warranties regarding the service and disclaims any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The Company does not authorize anyone to make a warranty of any kind on its behalf and the Carrier Customer should not rely on any such statement.
- 2.3.9. Except in instances of gross negligence or willful misconduct, any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the Carrier Customer for service, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failure or defect in facilities furnished by the Company occurred, unless the Commission orders otherwise.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3. Limitations of Liability (Cont'd)

2.3.10. Indemnification for Carrier Customer Cancellation of Service

2.3.10.A. Where a Carrier Customer has chosen not to accept access from the Company, thereby canceling its service arrangements with the Company, the Company shall continue to provide service to those End-User Customers who were formerly Shared Customers, so long as such End-User-Customers choose to remain Customers of the Company, and cancel their interstate interexchange service arrangements with the Carrier Customer.

2.3.10.B. Where a Carrier Customer has chosen not to accept access from the Company, thereby canceling its service arrangements with the Company, and the End-User Customer who was formerly a Shared Customer chooses to maintain its interexchange service arrangements with the canceling Carrier Customer, the Company may terminate its service to the End-User Customer, upon thirty (30) days' notice to the End-User Customer. Under such circumstance, the Company bears no liability to the End-User Customer as a result of such termination of service, even where such termination occurs prior to the end of the term specified in the End-User Customer's Service Contract, and the End-User Customer agrees to hold harmless the Company from any liability for any harm or consequences resulting therefrom;

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4. Responsibilities of the Carrier Customer

- 2.4.1. The Carrier Customer is responsible for placing any necessary orders and complying with the tariff regulations set forth herein. The Carrier Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Carrier Customer or made available by the Carrier Customer to an End User. The Carrier Customer also is responsible for the payment of charges for all access service purchased from the Company.
- 2.4.2. The Carrier Customer is responsible for charges incurred for special facilities that the Carrier Customer requests and that are ordered by the Company on the Carrier Customer's behalf.
- 2.4.3. If required for the provisioning of the Company's services, the Carrier Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.4.4. The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4. Responsibilities of the Customer (Cont'd)

2.4.5. The Carrier Customer agrees, except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Carrier Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Carrier Customer or others. The Carrier Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against such actions.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5. Allowances for Interruptions in Service

2.5.1. General

- 2.5.1.A. A service is interrupted when it becomes unusable to the User, *e.g.*, the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under this tariff.
- 2.5.1.B. An interruption period begins when the Carrier Customer reports the service to be inoperative and releases it for testing and repair. An interruption period ends when the service is operative.
- 2.5.1.C. If the Carrier Customer reports a service to be inoperative 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 considered by the Company to be impaired.
- 2.5.1.D. The Company will make every reasonable effort to prevent interruptions of service and shall work to clear 85% of all out-of-service troubles within twenty-four (24) hours of the time the report is received by the Company, unless the Carrier Customer specifically requests a later date.
- 2.5.1.E. The Company's service objective is to maintain service so that the average rate of Carrier Customer trouble reports in a local exchange does not exceed eight (8) reports per one hundred (100) access lines per month.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5. Allowances for Interruptions in Service (Cont'd)

2.5.2. Application of Credits for Interrupted Services

2.5.2.A. At the Customer's request, when a Carrier Customer's access to the Company's network is unavailable and remains unavailable a period of six (6) hours or more, after being found or reported to the Company, the Company shall refund to the Carrier Customer an amount to be determined by the Company on a case-by-case basis, and dependent upon the length of the interruption period. In no event shall such a refund exceed an amount equivalent to the proportionate charge to the Carrier Customer for the period of service during which the event that gave rise to the claim for a credit occurred.

2.5.2.B. Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.

2.5.2.C. In the event the Carrier Customer is affected by such interruption for a period of less than six (6) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

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

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5. Allowances for Interruptions in Service (Cont'd)

2.5.1. Applications of Credits for Interrupted Services (Cont'd)

2.5.2.D. When an interruption exceeds twenty-four (24) hours, the length of the interruption will be measured in twenty-four (24) hour days. A fraction of a day consisting of less than twelve (12) hours will not be credited and a period of twelve (12) hours or more will be considered an additional day.

2.5.3. Limitations on Allowances

2.5.3.A. No credit allowance will be made for any interruption of service:

2.5.3.A.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 Carrier Customer or other entities or carriers connected to the service of the Company;

2.5.3.A.2. due to the failure of power, equipment, systems or services not provided by the Company;

2.5.3.A.3. due to circumstances or causes beyond the control of the Company;

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5. Allowances for Interruptions in Service (Cont'd)

2.5.3. Limitations on Allowances (Cont'd)

- 2.5.3.A.4. during any period in which the Company is not given full and free access to the its facilities and equipment for the purpose of investigating and correcting the interruption;
- 2.5.3.A.5. during any period in which the Carrier Customer continues to use the service on an impaired basis;
- 2.5.3.A.6. during any period in which the Carrier Customer has released service to the Company for maintenance purposes or for implementation of a Carrier Customer order for a change in service arrangements; and
- 2.5.3.A.7. that was not reported to the Company within thirty (30) days of the date that service was affected.

2.6. Applications for Service

The Company will accept both affirmative orders and constructive orders for Carrier-Customer Access Services. The Company does not require a written service order for the initiation of switched Access Services to Carrier Customers.

2.6.1. Service Orders

The signing of a Service Order by the Carrier Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Carrier Customer use the Company's access service without an executed Service Order, the Company may, at its option, request that the Carrier-Customer submit a Service Order. The Company may accept the Service Order either by submitting Billing Name and Address ("BNA") information to the Carrier Customer at the request of the Carrier Customer or by the Carrier Customer accepting PIC requests by End-User-Customers that request the Carrier Customer as their PIC.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6. Applications for Service (Cont'd)

2.6.2. Affirmative Service Order

A Carrier-Customer may affirmatively request the Company's switched Access Services either by placing a written request for the Company's service, by sending traffic to and/or accepting traffic from Company End-User-Customers and then submitting BNA requests to the Company, or by allowing Company End-User-Customers to choose the Carrier-Customer as their PIC and once processed, allowing Company End-User-Customers to utilize the Carrier-Customer as their primary IXC.

2.6.3. Constructive Service Order

Alternatively, a Carrier Customer may constructively order the Company's services if it, without any explicit written request for service from the Company, avails itself of the Company's local exchange network. If a Carrier Customer solicits Company End-User-Customers and Company End-User-Customers choose to access the Carrier Customer's network through the Company's local exchange network, the Carrier Customer has constructively ordered Company's originating and/or terminating switched Access Services.

2.7. Installation of Service

All installation is subject to the availability of services and facilities purchased from other Carriers for the provision of service to a Carrier Customer, as well as to the full compliance by the Carrier Customer with all pertinent tariff requirements.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service

2.8.1. Carrier Customer Termination of Service

2.8.1.A. General

The Carrier Customer may terminate access and access-related service with the Company only through adherence to the procedures set forth herein. Requests for termination may not be unreasonably discriminatory and must otherwise comply with requirements of the Communications Act of 1934, as amended, and with all other applicable laws, policies and regulations.

In deference to the unique nature of the relationship between the Company and the Carrier Customer, and in acknowledgement of the legitimate interests that the Company has with respect to Shared Customers, strict adherence by the Carrier Customer to the Access Service Termination Procedures contained herein is mandatory. Failure on the part of the Carrier Customer to follow these procedures, or deviation from such procedures, may be construed by the Company, at its sole option, as part of on-going negotiations between the Company and the Carrier Customer, and not as a final position by the Carrier Customer. The Carrier Customer shall compensate the Company for any and all traffic exchanged during any on-going negotiations, or until such time as the Carrier Customer cancels its service arrangements in full accordance with the Access Service Termination procedures set forth herein.

2.8.1.B. Term of Service

At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then-tariffed rates for switched access service, unless terminated by either party upon thirty (30) days' written notice to the other party, or in accordance with the timeframes set forth in Sections 2.8.2.A., 2.9.2.A, and 2.9.3.A, whichever is applicable.

Service will continue to be provided to the Carrier Customer until terminated by the Carrier Customer or the Company in accordance with this Section.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service (Cont'd)

2.8.1. Carrier Customer Termination of Service (Cont'd)

2.8.1.C. Access Service Termination Procedures

In order to comply with the Company's Access Service Termination Procedures, the Carrier Customer must fulfill certain obligations, including, but not limited to the following:

- 2.8.1.C.1. The Carrier Customer must block (or arrange to have the Company block) all access traffic originating from and/or terminating to the Shared Customer;

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service (Cont'd)

2.8.1. Carrier Customer Termination of Service (Cont'd)

2.8.1.C. Access Service Termination Procedures (Cont'd)

2.8.1.C.2. The Carrier Customer must notify the Company of its intention to cancel access service arrangements with the Company in the requisite timeframe set forth in Sections 2.9.2.A. and 2.9.2.B., and in such format and including such information as determined and required by the Company. Any such termination notice provided by the Carrier Customer must be stated in reasonably explicit and unequivocal terms. No request for termination will be accepted by the Company where the termination notice is equivocal or where the Carrier Customer acts in a manner inconsistent with the termination notice. Such acts include, but are not limited to, the following:

- 2.8.1.C.2.(a). Continued acceptance by the Carrier Customer of the Company's switched access traffic;
- 2.8.1.C.2.(b). Entering into new negotiations with the Company;
- 2.8.1.C.2.(c). Failure to specify the exact service to be cancelled;
- 2.8.1.C.2.(d). Failure to block the Company's switched access traffic in accordance with the procedures set forth herein;
- 2.8.1.C.2.(e). Failure to initiate talks with the Company regarding the manner in which to notify Shared Customers of the Carrier Customer's termination of service with the Company.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service (Cont'd)

2.8.1. Carrier Customer Termination of Service (Cont'd)

2.8.1.C. Access Termination Procedures (Cont'd)

- 2.8.1.C.3. The Carrier Customer must notify the Shared Customer of the Carrier Customer's intent to cancel access service arrangements with the Company, in the requisite timeframe, and in such format and including such information, as determined and required by the Company;
- 2.8.1.C.4. The Carrier Customer must pay the Company for all charges and costs for services associated with the blocking of traffic and the transfer of the Shared Customer to an alternate interstate interexchange provider;
- 2.8.1.C.5. The Carrier Customer must unequivocally authorize the Company to prohibit End-User Customers from selecting the Carrier-Customer as their interLATA PIC;
- 2.8.1.C.6. Any termination by the Carrier Customer does not relieve its obligation to pay the Company for all charges incurred under either the Service Order or this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the Service Order shall survive the termination of service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service (Cont'd)

2.8.1. Carrier Customer Termination of Service (Cont'd)

2.8.1.D. Notice to Shared Customers

The Company is not responsible for notifying Shared Customers of the Carrier Customer's cancellation of the Company's Access Services; notifying the Shared Customers is solely the responsibility of the Carrier Customer. The Carrier Customer must provide to the Company, for the Company's prior approval, the language and format which it proposes to use to notify the Shared Customers of its intent to cancel access service arrangements with the Company. Such notice must contain the following information:

2.8.1.D.1. The Carrier Customer must specifically state that, due to the Carrier Customer's termination of its access arrangements with the Company, the Shared Customer will not be able to maintain its existing service arrangements with both the Company and the Carrier Customer;

2.8.1.D.2. The Carrier Customer must specifically state that, due to the Carrier Customer's termination of its access arrangements with the Company, the Shared Customer will be placed in a "NO-PIC" status for all interLATA toll dialing until such time as the Shared Customer or a submitting carrier informs the Company of the Shared Customer's new interLATA PIC. The Carrier Customer also must state that it will be responsible for any PIC change charge assessed on the End-User Customer by the Company or another Carrier as a result of the Carrier Customer's blocking of the Shared Customer's traffic;

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service (Cont'd)

2.8.1. Carrier Customer Termination of Service (Cont'd)

2.8.1.C. Notice to Shared Customers (Cont'd)

- 2.8.1.D.3. The Carrier Customer must sign a statement releasing affected Shared Customers from any and all liabilities or damages flowing from that Shared Customer's subsequent and resulting choice to terminate service arrangements with the Carrier Customer, including breach of contract and liquidated damage provisions;
- 2.8.1.D.4. The Carrier Customer may not disparage the Company to the Shared Customer in any manner, and is prohibited from suggesting alternate providers of local exchange services to the Shared Customer. In the event that it is determined that the Carrier Customer has done so, it shall be subject to the imposition of both actual and punitive damages, where permissible;
- 2.8.1.D.5. The Carrier Customer agrees that it will offer no discounts or marketing incentives to any Shared Customer potentially affected by the Carrier Customer's cancellation of access service arrangements with the Company for a period of sixty (60) days prior to the date on which the Carrier Customer notifies the Company of its intent to cancel access service arrangements, and extending to sixty (60) days after Access Services are blocked. The Carrier Customer agrees to copy the Company on any correspondence with any Shared Customer during this sixty (60) day time period.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service (Cont'd)

2.8.2. Company Termination of Service

2.8.2.A. The Company may terminate service for any of the following reasons, by giving the Carrier Customer at least thirty (30) business days' written notice via first class mail:

2.8.2.A.1. For non-compliance with the Company's tariffed rules or Commission regulations after the Company has made a reasonable effort to obtain Carrier Customer compliance;

2.8.2.A.2. For the Carrier Customer's refusal to provide the Company with reasonable access to its equipment and property;

2.8.2.A.3. For Carrier Customer non-compliance with state, local or other codes;

2.8.2.A.4. For nonpayment of bills when due and after the Company has provided the Carrier Customer with a termination notice mailed at least thirty (30) business days' before termination.

In the event that the Company is compelled to terminate access service to a Carrier Customer for any of the forgoing reasons, the Carrier Customer must notify the Shared Customer of such termination using the script language set forth in Section 2.8.1.C.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service (Cont'd)

2.8.2. Company Termination of Service (Cont'd)

The Company may terminate (or suspend) service *without notice* for any of the following reasons:

- 2.8.2.B. In the event of a condition determined to be hazardous to the Company's equipment, to the public, or to employees of the utility ("dangerous conditions");
- 2.8.2.C. In the event of the Carrier Customer's illegal use of equipment or service provided by the Company;
- 2.8.2.D. In the event that any actions of the Carrier Customer create harm or potential harm to the Company's network.

Where the Company terminates or suspends service for any of the above-referenced reasons, the Carrier Customer shall be liable for all related costs as well as any reconnection charges.

- 2.8.3. The Carrier Customer is responsible for all charges incurred as a result of availing itself of the Company's Access Services, regardless of which Party (the Carrier Customer or the Company) terminates the service. The Carrier Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in collecting such charges.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9. Blocking of Access Traffic

When a Carrier Customer terminates its access arrangements with the Company, it is mandatory that the Carrier Customer ensure that all End-User traffic – both originating and terminating – between the Carrier Customer and the Company is blocked. The Carrier Customer shall have the option of blocking the traffic itself, or arranging for the Company to block the traffic and paying all charges and related costs to compensate the Company for blocking the traffic. Where the Carrier Customer elects to block the access traffic itself, the Carrier Customer will have full responsibility to compensate the Company, at the Company's then-currently tariff rates, for any End User traffic allowed to pass along the discontinued access service route.

Where a Carrier Customer terminates its access arrangements with the Company, and the End User is a Shared Customer, the Carrier Customer also must adhere to the following requirements:

2.9.1. Script Recordings

The Carrier Customer must record a script to inform the Shared Customer that its interexchange service has been blocked at the request of the Carrier Customer. All recorded scripts must be submitted to the Company for prior approval. The script recording must state the following and there can be no deviation from or additions to this script:

“Your access to [Carrier Customer's] long distance services has been blocked by your long distance provider, [Carrier Customer], and not by your local service provider, Grande Communications Networks, Inc. Because [Carrier Customer] has chosen to block your access to its long distance services, you may no longer dial 1+ to use [Carrier Customer's] long distance service. Instead, you must now either dial an access code to reach a long distance service provider of your choice to handle your long distance calls, or contact another long distance service provider of your choice to handle your long distance calling needs on a 1+ basis. For more information, please contact [Carrier Customer's] customer service representatives at [Carrier Customer's toll-free number].”

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9. Blocking of Access Traffic (Cont'd)

2.9.1. Script Recordings (Cont'd)

In the script recording, the Carrier Customer in no way may slander the Company or use any language intended to incur bad will between the Shared Customer and the Company. The Carrier Customer may not use the script recording to encourage the Shared Customer to terminate its service with the Company. The script recording may not be used by the Carrier Customer as an opportunity to market its services. In the event that it is determined that the Carrier Customer has done so, it shall be subject to the imposition of both actual and punitive damages.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9. Blocking of Access Traffic (Cont'd)

2.9.2. Notification Requirements

2.9.2.A. Carrier Customer Blocking

Where the Carrier Customer elects to block the access traffic from the Shared Customer itself, it must provide the Company with written notice of such intent at least thirty (30) days prior to the blocking of such traffic.

The following information must be included in any such notice submitted to the Company:

2.9.2.A.1. Carrier Customer name and address(es);

2.9.2.A.2. Carrier Customer contact name(s) and telephone number(s);

2.9.2.A.3. A clear indication of each type of access service that Carrier Customer intends to cancel. In the event that the Company is uncertain as to the type(s) of Access Service requested to be discontinued by the Carrier Customer, the Company shall continue to provide the Access Service, and the Carrier Customer shall continue to pay any resulting charges at the Company's then-tariffed rate for such continued service, until the Carrier Customer clarifies unequivocally and in a manner deemed satisfactory to the Company the precise type(s) of Access Service that it seeks to have discontinued;

2.9.2.A.4. A complete listing of all access lines and End-User Customers that will be affected by the service cancellation.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9. Blocking of Access Traffic (Cont'd)

2.9.2 Notification Requirements (Cont'd)

2.9.2.B. Company Blocking

Where the Carrier Customer chooses to have the Company block access traffic to the Carrier Customer, the Carrier Customer must provide to the Company written notice of such intent at least one hundred-twenty (120) days prior to the blocking of such traffic. In addition to the information provided in Section 2.9.2.A., such notice must also include the following information:

2.9.2.B.1. All relevant Billing Name and Address (“BNA”) information;

2.9.2.B.2. All relevant Automatic Number Identification (“ANI”) information;

2.9.2.B.3. General Call Record Detail

2.9.2.B.4. A statement unequivocally authorizing the Company to prohibit an End-User-Customer from selecting the Carrier Customer as their Presubscribed Interexchange Carrier (“PIC”), and absolving both the Company and the End-User Customer from any relating liability to the Carrier Customer.

Additionally, the Carrier Customer must certify to the Company, in writing, that any such blocking is consistent with the Carrier Customer’s tariff, the Communications Act, the rules and policies of the FCC and the Commission, and any relevant contractual obligations that exist between the Carrier Customer and the Shared Customer.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.10. Effect on Interstate Interexchange Carrier Presubscription

Where the Carrier Customer affirmatively has terminated its access service arrangements with the Company, and has blocked or arranged for the Company to block the Shared Customer from its interstate interexchange service, the Company will place the Shared Customer in a "NO-PIC" status for all interstate toll dialing until such time as the Shared Customer or a submitting carrier informs the Company of the End-User Customer's new PIC.

The Carrier Customer will be responsible for any PIC change charge assessed on the End-User Customer by the Company or another Carrier.

2.11. Payment of Charges

2.11.1. The Carrier Customer is responsible for the payment of all charges for access service furnished to it by the Company.

2.11.2. The Carrier Customer terminating its access arrangements with the Company is responsible for compensating the Company for all costs of blocking (where blocking is requested by the Carrier Customer), the PIC change charge, if any, incurred by the Company as a result of the Carrier Customer's termination of service to that Shared Customer, and all additional costs associated with this process.

2.11.3. The Company reserves the right to assess late payment charges for Carrier Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full by the due date indicated on the billing statement may be subject to a late fee of 1.5% per month.

2.11.4. Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length.

2.11.5. Carrier Customers must notify the Company either verbally, in person, or in writing of any disputed charges within thirty (30) days of the billing date, otherwise all charges on the invoice will be deemed accepted. All charges remain due and payable at the due date, although a Carrier Customer is not required to pay disputed charges while the Company conducts its investigation into the matter.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12. Contested Charges

All bills are presumed accurate, and shall be binding on the Carrier Customer unless objection is received by the Company no more than thirty (30) days after such bills are rendered. In the event that a billing dispute between the Carrier Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Carrier Customer may contact the Company in person, by telephone or in writing, and take the following course of action:

2.12.1. First, the Carrier Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)

2.12.2. Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Carrier Customer may file an appropriate complaint with the Federal Communications Commission. The address of the Commission is:

Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554
Telephone (202) 418-0190
Toll-Free (888) CALL FCC

2.13. Taxes

State and local sales, use and similar taxes are billed as separate items and are not included in the quoted rates for service.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1. Timing of Calls

- 3.1.1. The Carrier Customer's monthly usage charges for the Company's switched access service are based upon the total number of minutes the Carrier Customer uses.
- 3.1.2. Carrier Customer traffic to the Company's 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 that End-User Customer message detail is unavailable because the Company has lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Carrier Customer access minutes of use based upon previously-known values.
- 3.1.3. For originating Calls over Feature Group D ("FGD"), usage measurement/chargeable time begins when the originating FGD switch receives the first wink supervisory signal forwarded from the Customer's point of origination. The measurement of originating Call usage ends when the originating FGD switch receives disconnect supervision from either the originating End-User's end office, indicating the originating End-User has disconnected, or the Carrier Customer's point of termination, whichever is first recognized by the switch.
- 3.1.4. For terminating Calls over FGD, the measurement of access minutes begins when the terminating FGD switch receives answer supervision from the terminating End User's end office, indicating that the terminating End User has answered. For terminating Calls over FGD, the measured minutes are chargeable access minutes. Where assumed minutes are used, the assumed minutes are the chargeable access minutes. The measurement of terminating Call usage over FGD ends when the terminating FGD 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.
- 3.1.5. For billing purposes, 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 then are rounded up to the nearest access minute for each end office and billed in increments of one (1) minute.

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SECTION 3 – DESCRIPTION OF SERVICE (Cont'd)

3.1. Timing of Calls (Cont'd)

3.1.6. The Company will not knowingly charge for Incomplete Calls. Upon the Carrier Customer's request and proper verification, the Company shall promptly adjust or credit the Carrier Customer's account for charges or payments for any unanswered Call inadvertently billed due to the unavailability of Feature Group D or due to another carrier's failure to provide answer supervision.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.2. Service Commencement Date

The date on which a Carrier Customer first sends or receives traffic from the Company's End User Customer or the date specified on the Service Order, whichever occurs first and whichever is applicable.

3.3. Service Cancellation Date

The date on which a Carrier Customer notifies the Company, in writing, of its intention to terminate its access arrangements with the Company, or the date on which the Company notifies the Carrier Customer, in writing, of its intention to terminate access service to the Carrier Customer. Such dates must confirm to the effective dates for cancellation of service or notification of the Carrier Customer's intention to block or have the Company's access traffic blocked, as set forth in Sections 2.9.2.A., 2.9.3.A. and 2.8.2.A.

In the event that the Company terminates service *without notice* for the reasons set forth in Section 2.8.2.B., the Service Cancellation Date shall be the date that the Company terminates service with the Carrier Customer.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.4. Access Service Offerings

Where technically and economically feasible, the Company offers Access Services to Carrier Customers pursuant to contractual arrangements. The Company reserves the right to offer volume and term discounts to Carrier Customers on an individual case basis. The Customer's total monthly use of the Company's service is charged at the applicable rates, in addition to any monthly service charges.

3.4.1. Carrier Switched Access Service

Switched Access Service is available to Carrier Customers for their use in furnishing service to End Users. This service allows for a communications path between a Carrier Customer's tandem service provider of choice and an End-User Customer's premises. Switched Access Service provides the ability to originate Calls from an End-User Customer premises to a Carrier Customer's premises, and to terminate Calls from a Carrier Customer's premises to an End-User Customer's premises. There are several rate categories that apply to Carrier Switched Access Service: Common Carrier Line, Local Switching and Transport.

3.4.1.A. Common Carrier Line – The Common Carrier Line cost category establishes the charges related to the use of Company-provided end user common lines by Carrier Customers and end users for interstate access.

3.4.1.B. End Office Switching – The End Office Switching cost category establishes a communications path with the Company's local switching equipment to end users.

3.4.1.C. Common Transport – The Common Transport cost category establishes the charges related to the transmission and/or tandem switching facilities between the Carrier Customer designated premises and the end office switch(es) where the Carrier Customer's traffic is switched to originate or terminate the End-User Customer's communications.

3.4.2. Blocking of Access Traffic Service

Blocking Service is available to Carrier Customers where the Carrier Customer chooses to have the Company block access traffic to or from the Company's End User Customer.

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.5. Additional Carrier Customer Service Offerings

3.5.1. Miscellaneous Services

3.5.1.A. Access Order Change

An Access Order Change is a change in the Carrier Customer's service requested subsequent to installation.

3.5.1.B. Carrier Identification Code (CIC) Activation

Upon request, the Company will activate the Carrier Customer's assigned Carrier Identification Code ("CIC") per end office or tandem switch, as applicable, to enable the use of Feature Group D switched Access Services.

3.5.1.C. Bad Check Charge

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company may bill the Carrier Customer a returned check charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

3.5.1.D. Late Payment Fee

A late payment fee of 1.5% will be applied to service charges not paid by the due date of the bill. The late payment fee will not be applied to previous late payment charges that have been assessed but remain unpaid, but will apply to the accumulated amount for which the Carrier Customer is in arrears. This late fee may be assessed only once per bill for services rendered

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3.6 Ordering Switched Access Service

This section sets forth the regulations and order related charges for Access Orders for Switched and Special Access in the following End Office Locations

Location Name	Switch CLLI	NPA	NXX	LATA
Austin	AUSTTXGRGMD	512	546	558
Austin	AUSTTXGRGMD	512	229	558
Austin	AUSTTXGRGMD	512	240	558
Austin	AUSTTXGRGMD	512	504	558
Austin	AUSTTXGRGMD	512	521	558
Austin	AUSTTXGRGMD	512	523	558
Austin	AUSTTXGRGMD	512	524	558
Austin	AUSTTXGRGMD	512	220	558
Austin	AUSTTXGRGMD	512	545	558
Austin	AUSTTXGRGMD	512	605	558
Austin	AUSTTXGRGMD	512	607	558
Austin	AUSTTXGRGMD	512	642	558
Austin	AUSTTXGRGMD	512	722	558
Austin	AUSTTXGRGMD	512	538	558
Round Rock	RDRKTX02DS0	512	600	558
Round Rock	RDRKTX02DS0	512	628	558
San Marcos	SMRCTXAH01	512	878	558

These charges are in addition to other applicable charges as set forth in other sections of this tariff.

3.6.1 Access Service Request Requirements

An ASR is used by the Telephone Company to receive orders for the following types of services requested by the Customer:

Switched Access
Other Services

When placing an order for Access Services, the customer must complete a Telephone Company Access Service Request (ASR)

A customer may order any number of services of the same type and between the same premises on a single Access Service Request. All details for services for a particular order must be identical except for those for multipoint service.

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A customer may order access service on behalf of the customer's end user. The customer must provide the Telephone Company all the necessary information as set forth in this section.

The customer shall provide all information necessary for the Telephone Company to provide and bill for the requested service. In addition to the order information required the customer must also provide:

- Customer name and premises address(es)
- Billing name and address (when different from customer name and address).
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

3.6.2 Switched Access Ordering Requirements

Switched Access Service may be ordered by the customer on the basis of line-side or trunk - side access connections at Telephone Company locations. Line side ordering regulations are as set forth in this section.

Trunk Side Access Services FGB, FGD, Toll Free, and Access services are provided by the Telephone Company via trunk side connections.

Trunk side connections shall be established via orders for Entrance Facilities, Direct-Trunked Transport or Tandem-Switched Transport. Access Service Trunks are provided only at Telephone Company designated switches capable of performing the customer identification function for such services. All NPA and NXX code assignments and administration shall be in accordance with the North American Numbering Plan (NANP). Toll Free Access Service Trunks are offered only in conjunction with the Toll Free customer identification function as described and in conjunction with Toll Free Data Base Query Service as described. Customers may request Toll Free access connections to suitably equipped end offices and Telephone Company access tandem offices. A list of those offices will be provided upon request. The Number Administration Service Center (NASC) through the Service Management System (SMS) shall administer all Toll Free number assignments. When direct routing of Toll Free or Access Service traffic via Toll Free or Access Service trunks is desired, or when the customer's Toll Free or Access Service traffic is combined in the same trunk group arrangement with the customer's FGD, traffic, the customer must complete an Access Service Request as set forth previously.

Local Transport Entrance Facilities and Direct-Trunked Transport ASRs for Entrance Facilities and Direct-Trunked Transport must specify the customer designated premises, type of service (e.g., Voice Grade, DS1 or DS3), the channel interface, and any options

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desired. In addition, ASRs for Direct-Trunked Transport must specify any Hubs involved and the end office, when direct routing to an end office is desired, or the Telephone Company access tandem if direct routing to a Telephone Company access tandem for purposes of obtaining Tandem-Switched Transport is desired.

ASRs for Direct-Trunked Transport must also specify the Feature Group or Serving Arrangement, number of trunks at the end office or Telephone Company tandem, major traffic types and directionality. Originating traffic may be categorized into Domestic, Toll Free, operator and IDDD when the customer wishes to further segregate their originating traffic.

3.6.3 Tandem-Switched Transport

Customers may order FGB, FGD, Toll Free and Tandem-Switched Transport Services by specifying the number of trunks desired between their premises and the Telephone Company access tandem or BHMCs between the customer's premises and the end office and the Local Transport and Local Switching Options desired. When ordering by trunk quantities rather than BHMC quantities to a Telephone Company access tandem, the customer must also provide to the Telephone Company an End Office Detail Form specifying an estimate of the amount of traffic it will generate to and/or from each end office subtending the Telephone Company access tandem to assist the Telephone Company in its own efforts to project further facility requirements. The major traffic types and directionality must also be specified to enable efficient provisioning and billing functions.

When a customer orders FGB, FGD, or Toll Free Tandem-Switched Transport Service in trunks, the customer is responsible to assure that sufficient access facilities have been ordered to handle this traffic.

Where possible, the Telephone Company will allow the services listed preceding to be subsequently added to an Access Service Request at any time, up to and including the service date for the Access Service. When added subsequently, charges for a design change will apply when an engineering review is required.

3.6.4 Access Order Service Date Intervals

Access Service is provided with Service Date Intervals. The Service Date Interval is that period of time which the Telephone Company requires to properly provision the service and begins when the customer submits a properly completed Access Service Request for service.

The Telephone Company shall publish and make available to all customers, upon reasonable request, a schedule of Service Date Intervals applicable for Switched and

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Special Access Services. The schedule shall specify the services and the quantities of services that can be provided in the Service Date Intervals. Service Date Interval schedules are provided during regular business days at Telephone Company offices at which the customer places an order for Access Service.

Access Services provided in a Service Date Interval will be installed during Telephone Company business days. If a customer requests that installation be done outside of scheduled work hours, and the Telephone Company agrees to this request, the customer will be subject to applicable Additional Labor Charges as set forth in the pricing section

3.6.5 Access Service Request Modifications

The customer may request a modification of its Access Service Request prior to the service date. The Telephone Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. If the modification cannot be made with the normal work force during normal business hours, the Telephone Company will notify the customer. If the customer still desires the Access Service Request modification, the Telephone Company will schedule a new service date. All charges for Access Service Request modifications will apply on a per occurrence basis.

Any increase in the number of , Switched Access Service Entrance Facility circuits, Direct-Trunked Transport circuits or lines, trunks will be treated as a new Access Service Request (for the increased amount only).

3.6.6 Service Date Change Charge

Access Order service dates may be changed at a customer's request to a later date (provided that the later date must be one that the Telephone Company can accommodate without delaying service dates for orders of other customers), but the new service date may not exceed the original service date by more than 30 calendar days. If the customer is unable to accept the service on the established service date and/or the customer requested service date is more than 30 calendar days after the original service date, the customer will have the option of (a) or (b) following:

(a) The original order will be canceled by the Telephone Company, and reissued with appropriate cancellation charges applied, or

(b) the billing will commence as of the original service date for the services ordered on the original ASR.

If the Telephone company determines it can accommodate the customer's request without

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delaying service dates for orders of other customers, a new service date may be established that is prior to the original standard or negotiated interval service date.

If the service date is changed to an earlier date, the customer will be notified by the Telephone Company that Expedited Order Charges as set forth in (D) following apply. Such charges will apply in addition to the Service Date Change Charge.

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed after the Plant Test Date of the ASR. The applicable charge is _____.

3.6.7 Expedited Order Charge

A customer may request an expedited service date. The Telephone Company will provide an estimate of the charges to the customer. The customer must accept the price estimate prior to the Telephone Company's performing the expedite. The actual charges billed to the customer will be no more than 10 percent over the estimate.

3.6.8 Cancellation of an Access Service Request

A customer may cancel an Access Service Request on any date after receipt of the Access Service Request by the Telephone Company and prior to the installation of service. The cancellation date is the date the Telephone Company receives written or verbal notice from the customer that the Access Service Request order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If the Telephone Company does not receive confirmation of the cancellation, the verbal notice will not be considered a valid cancellation notice. When a customer cancels an Access Service Request by which it had requested discontinuance of service, no charges apply for the cancellation.

3.6.9 When Cancellation Charges Apply

If a customer/interconnector, a customer's end user or an interconnector's customer or end user is unable to accept Access Service and the new service date requested is beyond the allowable service date change time period specified in Service Date Change Charge, the access order will be cancelled, and the ASR process will begin again or Billing will commence on the original service date. When the customer cancels an access order on or after the application date, a Cancellation Charge will apply as specified below in addition to any other applicable charges specified in Access Order Modification Charges.

(1) For Access Services (as applicable in this section) the Cancellation Charge equals:

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- the number of business days from the access order application date through the access order cancellation date (i.e., the service interval)
- multiplied by the average daily charge
- plus the access order charge.

Notes:

- (a) The service interval is the number of business days from the access order application date through the access order cancellation date with the application date being day 1. Service installation costs incurred by the Telephone Company start on the application date.
- (b) If the customer has requested a service date change beyond the original service date, the number of business days beyond the original service date are included in the service interval.
- (c) Average daily charge equals installation charges plus rearrangement charges divided by the number of business days in the service interval.

3.6.10 Delay of Service Date by Telephone Company

If the Telephone Company misses a service date by more than 30 days due to circumstances over which it has direct control (excluding, e.g., Acts of God, governmental requirements, work stoppages and civil commotions), the customer may cancel the Access Service Request without incurring cancellation charges.

3.6.11 Cancellation Charge

When an ASR for Switched Access Service is canceled on or after the Application Date, the Cancellation Charge is calculated, on a per ASR basis, by multiplying the total installation charge for the quantity ordered by the number of business days elapsed since the Application Date, and dividing that figure by the number of days in the service interval (i.e., the number of business days between the Application Date and the last day of the service date interval), and adding the Switched Access Ordering Charge, i.e., the Cancellation Charge includes a pro-rated installation charge, plus the full Switched Access Ordering Charge.

3.6.12 Additional Labor

Additional Labor is that labor requested by the customer on a given service and agreed to by the Telephone Company as set forth in the following.

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The Telephone Company will notify the customer that Additional Labor Charges as set forth will apply before any additional labor is undertaken. Additional Labor Charges apply on a first and additional basis for each half hour or fraction thereof.

A call-out of a Telephone Company employee requiring Additional Labor will be charged a minimum of four (4) hours on an Overtime and/or Premium Time basis when the call-out is attributed to a customer request/problem. However, at no time will the customer be charged if trouble is found to be on the Telephone Company side of the demarcation point.

3.6.13 Overtime Installation

Overtime installation is that Telephone Company installation effort outside of a normal business day (M-F 8:00 am to 5:00 pm CST).

Stand by includes all time in excess of one-quarter (1/4) hour during which Telephone Company personnel stand by at the customer's request.

3.6.14 Testing and Maintenance with Other Telephone Companies

Additional Labor includes additional testing, maintenance or repair of facilities which connect to facilities of other telephone companies that is required to meet a customer's service request, to the extent such work exceeds the normal effort required to test, maintain or repair facilities provided solely by the Telephone Company.

3.6.15 Other Labor

Other Labor is that additional labor not included in sections preceding, including, but not limited to labor incurred to accommodate a specific customer request that involves only labor which is not covered by any other section of this tariff.

3.6.16 Jurisdictional Reports

When Access Services are provided for both interstate and intrastate use, monthly rates, usage rates, and nonrecurring charges are prorated between interstate and intrastate on the basis of the projected interstate percentage of use (PIU).

Where the jurisdiction can be determined from the call detail, the Telephone Company will bill according to such jurisdiction by developing a projected interstate percentage. Where call detail is insufficient to determine jurisdiction, the customer will provide a

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projected percentage of interstate use (PIU). Jurisdictional percentages are expressed as a whole number (i.e., a number from 0 to 100). The Telephone Company will utilize the PIU report to determine interstate and intrastate rates and charges until a revised report is received from the customer.

Where the customer orders new trunks that augment an existing trunk group that carries both interstate and intrastate traffic and the PIU is determined from the actual call detail, the PIU applied to the provisioning and billing of the new trunks requested by the customer will also be determined from the actual call detail for the entire trunk group. In such instances, the Access Service Request used by the customer to order the new trunks cannot reflect a PIU of 100%. Customer provided PIUs must be furnished to the Telephone Company as follows:

Customer provided PIU factors, including all PIU factors provided in a report update, must be furnished via letter. PIU factors provided via letter will be kept on file and customers can designate when such PIUs are to apply to new or existing services. Such designations may only be made for those customer provided PIU factors that can be furnished via letter.

Percentage of Interstate Use (PIU) for Texas

(A) Report Requirements for Ordering Access Services

(1) FGD

- (a) For services where jurisdiction can be determined from the call detail, the Telephone Company will bill according to such jurisdiction by developing a projected interstate percentage. The projected interstate percentage will be developed on a monthly basis, by end office, when the access service access minutes are measured by dividing the measured interstate originating or terminating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating or terminating access minutes.
- (b) Upon ordering services where call details are insufficient to determine jurisdiction, the customer will provide an interstate percentage of originating and terminating access minutes for each end office or LATA from which the customer may originate or terminate traffic. If a LATA-level PIU factor is provided by the customer, the specified percentage will be applied to all end offices to which the customer may originate or terminate traffic within the LATA or to those end offices for which an end office-level PIU is not provided.

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(2) Switched Transport Services

(a) Entrance Facilities and Direct-Trunked Transport

Customers ordering an Entrance Facility or a Direct-Trunked Transport facility must provide the Telephone Company with an interstate percentage of use reflecting the originating and terminating traffic of all Switched Access services that will use the facility. Also, when a customer adds additional or new Switched Access Services to existing Entrance Facilities or Direct-Trunked Transport facilities, a revised PIU, as previously mentioned.(Report Updates) is required.

The customer must provide a PIU factor for each Entrance Facility and a separate PIU factor for each Direct-Trunked Transport facility. At the customer's discretion, a LATA-level PIU factor can be provided for all Entrance Facilities within the LATA or a separate LATA-level PIU factor can be provided for all Direct-Trunked Transport facilities provided in a LATA. If a LATA-level PIU factor is provided by the customer, the specified percentage will be applied to all Entrance Facilities or to all Direct-Trunked Transport facilities within the LATA or to those facilities for which a specific Entrance Facility PIU or a specific Direct-Trunked Transport PIU is not provided.

(B) Report Updates

(1) Annual Requirements

The customer shall provide to the Telephone Company by April 15 of each year a written report which provides the methodology utilized by the customer to develop the PIU factors provided in the quarterly update report at set forth in this section.

If the customer does not provide the annual report by April 15 of each year, the customer will be notified by certified mail that if the annual report is not received within thirty (30) calendar days of the receipt of the notice, the Telephone Company will designate a PIU factor of 50% for each service. This factor will be applied to the next billing cycle following the thirty (30) day notice period and will be utilized until the customer provides an annual report. Once the customer does provide an annual report, the Telephone Company will update the customer's PIU factors within fifteen (15) business days utilizing the most current PIU factor reported by the customer.

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(2) Quarterly Update Requirements

The customer is required to provide updates to the PIU reports described in (A) preceding. Upon receipt by the Telephone Company, the revised report will serve as the basis for future billing and will be effective on the next bill date for that service. No prorating or backbilling will be done based on the report. The revised report will be used by the Telephone Company to apportion usage rates, monthly rates and nonrecurring charges until a subsequent revised report is received as set forth herein.

- (a) Effective on the first of January, April, July and October of each year, the customer will update the PIU reports. The customer will forward to the Telephone Company, to be received no later than fifteen (15) business days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use. The revised report will serve as the basis for the next three months billing.
- (b) When the customer does not provide a quarterly update report, but has complied with the annual report requirements, the Telephone Company will assume the percentages to be the same as those provided in the last quarterly update report received by the Telephone Company. When the customer does not provide a quarterly update report and has not complied with the annual report requirements, the provisions set forth in this section will apply.

If the Telephone Company has never received a quarterly update report, the customer will be notified by certified mail that if the quarterly update report is not received within thirty (30) days of the receipt of the notice, the Telephone Company will designate a PIU factor of 50% for each service. This factor will be applied to the next billing cycle and continue until the customer provides a quarterly update report. When the customer does provide the quarterly update report, the Telephone Company will update the customer's PIU factors within fifteen (15) business days.]

(C) Application of PIU

The following provisions apply to usage rates, monthly rates and nonrecurring charges. When mixed interstate and intrastate Access Services are provided, the

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charges will be prorated between interstate and intrastate as follows:

- (1) Usage rates are prorated between interstate and intrastate based upon the PIU factors as set forth in this section.
- (2) Monthly recurring rates, including the Dedicated End Office Port, and nonrecurring charges will be prorated based upon the PIU factor developed from the call detail of the customer's usage or from the customer provided PIU factor as set forth in this section, when such factors can be associated with the monthly recurring rate or nonrecurring charge.
- (3) Where it is not possible to associate the PIU factor developed utilizing the call detail of the customer's usage or the customer provided PIU factor with a monthly rate or nonrecurring charge, a PIU factor of 50% will be applied to the monthly rate or nonrecurring charge.

The percentage of an Access Service to be charged as interstate is derived in the following manner:

- (1) Monthly and Nonrecurring Chargeable Rate Elements

Multiply the projected interstate percentage of use times the quantity of chargeable elements times the stated tariff rate.

- (2) Usage Sensitive Chargeable Rate Elements

Multiply the projected interstate percentage of use times the actual use (i.e., measured or Telephone Company assumed average use in access minutes, calls, call setups, kilocharacters and queries) times the stated tariff rate.

The Telephone Company will determine the intrastate percentage by subtracting the projected interstate percentage for originating and terminating access minutes from 100 (100 - projected interstate percentage = intrastate percentage).

3.6.17 Switched Access Facilities

The following facilities provide the route a transmission path may take in transporting Switched Access communications between a customer's premises and a Grande end office.

- (A) Entrance Facility

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An Entrance Facility provides the transmission path between a customer's premises and the Telephone Company's serving wire center for that premises. The Entrance Facility provides a physical or virtual path dedicated to the use of a single customer and is available for use with all line side and trunk side Switched Access services. An Entrance Facility is provided even if the customer's premises and the serving wire center are located in the same building.

(B) Direct-Trunked Transport Facility

A Direct-Trunked Transport facility provides the transmission path between the serving wire center of a customer's premises and an end office. Direct-Trunked Transport facilities are dedicated to the use of a single customer and do not require switching at an access tandem.

Direct-Trunked Transport facilities are available for use with all line side and trunk side Switched Access services. Direct-Trunked Transport facilities are not available:

- to end offices that lack the recording and measuring capabilities needed to provide Direct-Trunked Transport;
- for Toll Free when the required SSP function is located at the access tandem;
- to the tandem portion of a Class 4/5 switch for trunk side Switched Access Services; or
- when the required ACIS carrier identification function is located at the access tandem.

(C) Tandem-Switched Transport Facility

A Tandem-Switched Transport facility provides the transmission path between the access tandem and an end office and includes tandem switching functions. Tandem-Switched Transport facilities include circuits provided for the common use of all customers who have requested tandem switching (from the access tandem to the end office). Tandem-Switched Transport facilities are available for use with all trunk side Switched Access services. Tandem-Switched Transport facilities are not available for use with line side Switched Access services.

(D) Switched Transport Connections

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Switched Transport is comprised of specific connection types. These connections may be either analog or digital. Analog connections are differentiated by spectrum and bandwidth; digital connections are differentiated by bit rate. The spectrum, bandwidth or bit rate selected by the customer may require multiplexing, as described in 6.6.1 (Switched Transport Features) to allow interconnection with other Switched Transport facilities or to a Telephone Company switch.

Monthly rates (including fixed and per mile rates) are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. Prorated charges are calculated based on the number of days in each month. Usage rates for each line or trunk are rates that apply on a per unit basis (e.g., per call, per access minute or per access minute per mile) when a specific rate element is used. Usage charges are accumulated over a monthly period. Usage rates for FGD or BSA-D Service utilizing the Multiple 64 CCC feature will apply on a per unit basis. For Multiple 64 CCC, a unit represents a FGD or BSA-D trunk with 64 Kbps of bandwidth. The Multiple 64 CCC feature (n x 64 Kbps) is available in increments from 64 Kbps to 1536 Kbps bandwidth, where n may be from 1 to 24 and represents the incremental number of 64 Kbps of bandwidth per call. Rates and charges for Switched Access Service depend generally on its use by the customer, i.e., for MTS or WATS services, MTS-WATS equivalent services or other services (e.g., foreign exchange service); the feature group or basic serving arrangement and whether the service is provided in an equal access or a non-equal access end office. When Local Switching (LS1 and LS2), and Information Surcharge usage rates are applicable, they are applied as either premium or non-premium rates.

(E) Switched Transport

(1) Entrance Facility

A monthly rate applies to each Entrance Facility on a per channel basis (for Voice Grade) a per connection type basis (for Wideband Analog) or on a per connection type basis (for DS1 and DS3). An Entrance Facility applies even when the customer's premises and the serving wire center are located in the same building.

(2) Direct-Trunked Transport

(a) Except as set forth in (b) following, for each Direct-Trunked Transport facility provided, the following rates apply:

- a fixed monthly rate

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- a monthly rate per mile on a per channel basis (per Voice Grade) or on a per connection type basis (for Wideband Analog, DS1 and DS3).
- (b) When the customer orders a Direct-Trunked Transport facility for trunk side Switched Access services between the serving wire center and a host office, Common Transport will apply between the host office and each Remote Switching System or Remote Switching Module served by the host. The termination charge is applicable for each termination between the host and remote office. When the customer orders terminating line side Switched Access services, Direct-Trunked Transport will apply between the serving wire center and the end office providing the dial tone service. Common Transport will apply between the end office providing the dial tone service and the end office where the call is terminated.
- (c) On tandem routed services the Direct-Trunked Transport rates apply to the interoffice links between the serving wire center and the access tandem.

(3) Tandem-Switched Transport

Tandem-Switched Transport is provided as the following:

- Tandem-Switched Transmission/Common Transport
- Host Remote Transmission
- Tandem Switching
- Dedicated Tandem Trunk Port
- Tandem End Office Multiplexing

(a) Tandem-Switched Transmission/Common Transport

Tandem-Switched Transmission/Common Transport has two rates: a per access minute of use rate and a per access minute of use per mile rate. The per access minute of use rate applies to the non distance sensitive portion of the Tandem-Switched Transport for the termination of both ends of the facility. The per access minute of use per mile rate applies to the distance sensitive portion of the Tandem-Switched Transport facility. When the mileage for Tandem-Switched Transmission/Common Transport is zero, these rates will not apply. A per access minute of use and the per access minute of use per mile rate also applies to interoffice links that are provided for the common use of all customers but which are not switched through an access tandem. The Telephone Company

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will identify this application of Tandem-Switched Transmission as Common Transport. Common Transport may be associated with both tandem routed services and with direct routed services. Mileage for Common Transport is always measured separately from Tandem-Switched Transmission and Direct-Trunked Transport.

(b) Tandem Switching

A per access minute of use rate applies to each Tandem-Switched Transport facility for the switching functions provided by the access tandem.

(c) Tandem End Office Multiplexing

A per minute of use charge applies for the use of the multiplexing equipment on the end office side of the access tandem minute of use between the dial tone office and the end office.

(d) Dedicated Tandem Trunk Port

A monthly rate applies, per port, for each in service dedicated trunk on the serving wire center side of the access tandem.

(F) Local Switching

(1) Dedicated End Office Port

A monthly rate applies, per line or per trunk, for each in service dedicated line or trunk terminating in the end office port.

(2) Shared End Office Trunk Port

A per minute of use charge applies to the shared end office trunk ports for termination of common transport trunks for tandem-routed traffic.

SECTION 4 - RATES AND CHARGES

4.1. Access Service Offerings

4.1.1. Carrier Switched Access Service

4.1.1.A. <u>Common Carrier Line</u>			{R}
Per minute charge:	Composite rate parallel to incumbent		
4.1.1.B. <u>End Office Switching</u>			
Per minute charge:	Composite rate parallel to incumbent		
4.1.1.C. <u>Common Transport</u>			
Per minute charge:	Composite rate parallel to incumbent		
Per minute per mile:	Composite rate parallel to incumbent		
4.1.1.D. <u>Tandem Switching</u>			
Per minute charge:	Composite rate parallel to incumbent		{R}
4.1.1.E. <u>CIP</u>			
Per call:	\$0.0001000		

4.1.2. Blocking of Access Traffic

This service is offered on an ICB.

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SECTION 4 – RATES AND CHARGES (Cont'd)

4.2. Miscellaneous Charges

4.2.1. Access Order Activation Charge

Per activation: \$25.00

4.2.2. Access Order Modification Charges

Design Change Charge: \$26.21

Service Date Change Charge: \$26.21

4.2.3. CIC Activation Charge

First End Office: \$63.00

Additional End Office: \$35.00

4.2.4. CIC Change Charge

First End Office: \$63.00

Additional End Office: \$35.00

4.2.5. CIC Removal Charge

First End Office: \$63.00

Additional End Office: \$25.00

4.2.6. Bad Check Charge

Per returned check: \$25.00

4.2.7. Rate per Query

800 NPAS Query \$.00885

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