

Cox California Telcom, L.L.C.
dba Cox Communications
dba Cox Business Services
5159 Federal Blvd.
San Diego, CA 92105

COMPETITIVE LOCAL CARRIER

Schedule Cal. P.U.C. B-1

First Revised Cal. P.U.C. Sheet No. 1-T

**TARIFF SCHEDULE
APPLICABLE TO
ACCESS SERVICE WITHIN
THE STATE OF CALIFORNIA
ISSUED BY
COX CALIFORNIA TELCOM, L.L.C.
dba COX COMMUNICATIONS
dba COX BUSINESS SERVICES**

Advice Letter No. 91

Issued By: Martin Corcoran
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Atlanta, GA 30319

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CHECK SHEET

Current sheets in this tariff are as follows:

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1-T	First Revised	39-T	First Revised
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3-T	Second Revised	41-T	First Revised
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PRELIMINARY STATEMENT

This tariff sets forth the service offerings, rates, and terms and conditions applicable to the furnishing of dedicated and switched access and number portability services offered by this Company, pursuant to authority granted by the Public Utilities Commission of the State of California. The services offered include dedicated access at DS0, DS1, DS2 and DS3 speeds, switched access, including Feature Group D and local transport, local number portability and local call termination services.

This tariff shall be maintained in its currently effective form and made available for inspection by any Customer at the Company's business office located at:

Cox California Telcom, L.L.C.
5159 Federal Blvd.
San Diego, CA 92105

NEW CUSTOMER NOTICE

Cox California Telcom, L.L.C. (Cox) is authorized to provide local exchange services pursuant to the rules and regulations outlined by the Public Utilities Commission of the State of California.

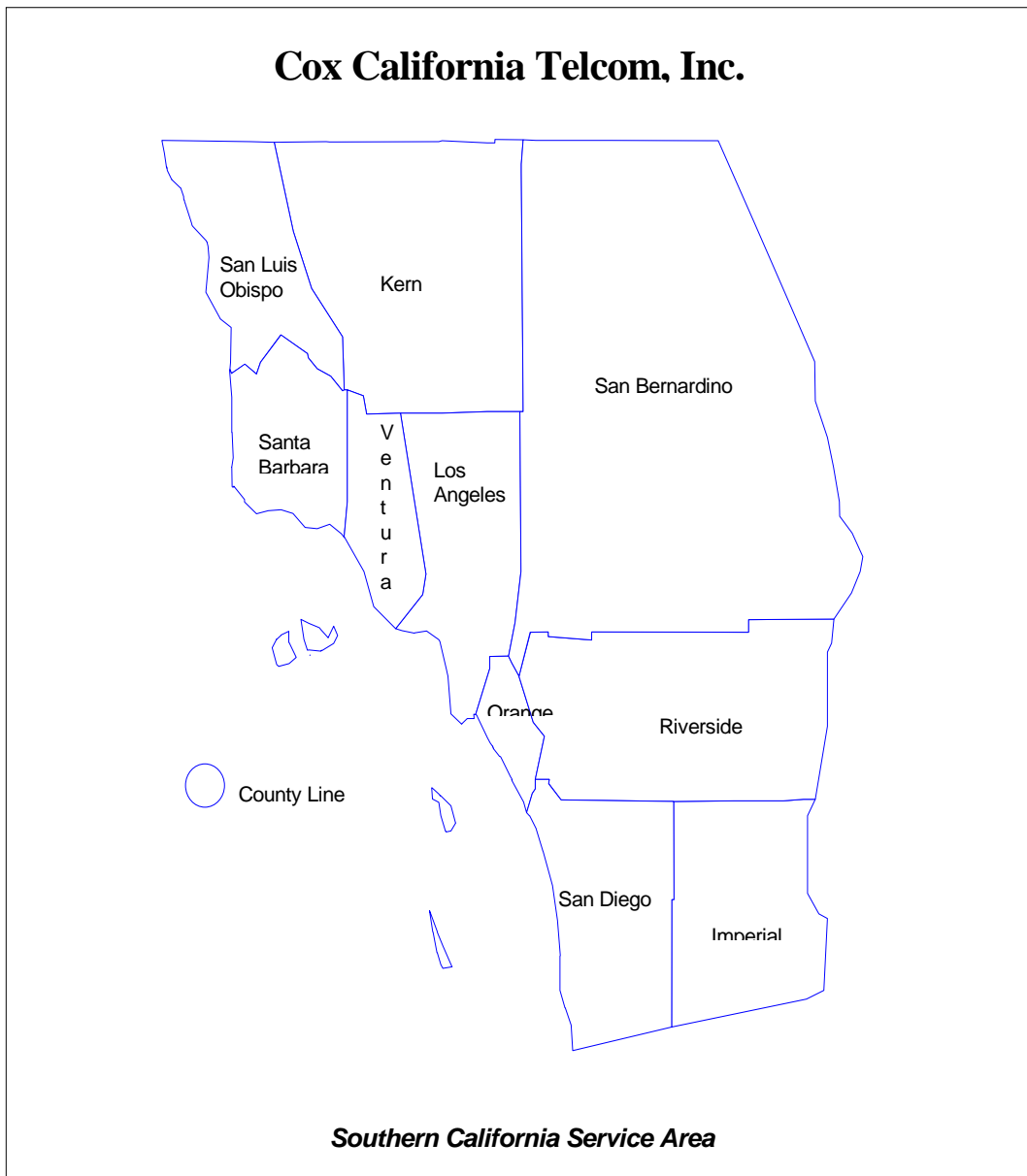
SYMBOLS USED IN THIS TARIFF

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

- C -** To signify changed listing, rule, or condition which may affect rates or charges.
- D -** To signify discontinued material, including listing, rate, rule or condition.
- I -** Change resulting in an increase to a Customer's bill.
- L -** To signify material relocated from or to another part of the tariff schedule with no change in text, rate, rules or condition.
- N -** To signify new materials including listings, rate, rule or condition.
- R -** Change resulting in a reduction to a Customer's bill.
- T -** Change in text or regulation but no change in rate or charge.

SERVICE AREA MAP

Set forth below is a map showing the service territory of the Company. All tariffed services are provided in the service territories of Pacific Bell and GTEC. The Company concurs in the exchange boundaries and maps of Pacific Bell and GTEC. See, Cal. P.U.C. No. A5.10 for Pacific Bell and Cal. P.U.C. No. A-1 for GTEC.



1. RATES FOR DEDICATED ACCESS SERVICES

Dedicated Access Services consist of the services offered pursuant to this section, either individually or in combination. Each service is offered independently of the others. Service is offered via the Company's facilities for the transmission of one-way and two-way communications, unless otherwise noted.

1.1 SERVICES OFFERED

The following Dedicated Access Services are offered in this tariff:

DS3 Service	(44.736 Mbps)
DS2 Service	(6.312 Mbps)
DS1 Service	(1.5 Mbps)
DS0 Service	(Up to 64 Kbps)

Other services may be provided by the Company on an Individual Case Basis (ICB).

1. **RATES FOR DEDICATED ACCESS SERVICES (Continued)**

1.2 **RATE ELEMENTS**

Non-recurring and monthly recurring rates apply for each Dedicated Access Service furnished by the Company. Monthly recurring rates vary according to the time period for which the Customer commits to take the service. Unless otherwise noted, three standard rate elements are used in calculating the monthly recurring rate for each service:

Local Distribution Channel (LDC): This rate element applies to each end-point of a digital channel provided to a Customer.

Interoffice Channel Mileage-Fixed: This rate element applies per digital channel whenever there is mileage associated with the channel; a digital channel has mileage associated with it when the endpoints of the channel are located in geographic areas normally served out of separate local exchange carrier ("LEC") end offices. This rate element applies per circuit endpoint.

Interoffice Channel Mileage-Per Mile: This rate element applies whenever there is mileage associated with the digital channel. The unit rate is multiplied by the number of miles (Interoffice Mileage) between the two LEC end offices serving the geographic areas in which the endpoints of the channel are located. Interoffice Mileage is determined according to the V&H coordinates method set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4. Fractions of a mile are rounded up to the next whole mile before rates are applied.

1. **RATES FOR DEDICATED ACCESS SERVICES (Continued)**

1.3 **BASIC AND MIXED VENDOR SERVICES**

DS3, DS2, DS1 and DS0 Service may be provided as either Basic or Mixed Vendor Services, depending upon the availability of facilities. Basic Service rates apply when both endpoints of the channel are served by the Company's network. Mixed Vendor Service rates apply when one endpoint of the transmission channel is served by a local exchange carrier's network (Mixed Vendor Services are provided via a combination of the Company's facilities and local exchange carrier facilities).

DS3, DS2, DS1 and DS0 channels where both endpoints are served by a local exchange carrier's network will be provided at the sole discretion of the Company, on an Individual Case Basis (ICB).

Optional features and functions are also available on an Individual Case Basis, these include:

Cross-Connection Charge: This rate element applies for cross-connections within Company locations between one or more Customer services, or between the services of different Customers.

Multiplexing Charge: This rate element applies where the Customer requests that its services be multiplexed onto higher bandwidth facilities for delivery to the Customer.

DEXCS Port Charge: This rate element applies where the Customer requests that its services be connected to a DEXCS port.

1. RATES FOR DEDICATED ACCESS SERVICES (Continued)

1.4 DS3 SERVICE (44.736 Mbps)

This service consists of a DS3 (44.736 Mbps) capacity digital channel available on a 24 hour per day, 7 day per week basis between two points.

TYPE I DS3 RATES
(TO BE APPLIED WHEN CUSTOMER'S NPA/NXX FALLS WITHIN PACIFIC TERRITORY)

RATES	MONTH TO MONTH	1 YR.	3 YR.	5 YR.
Local Distribution Channel (Per Channel)				
Zone 1	\$2,250	\$2,250	\$1,620	\$1,440
Zone 2 (San Diego only)	\$2,250	\$2,250	\$1,710	\$1,530
Zone 3 (San Diego only)	\$2,250	\$2,250	\$1,800	\$1,620
Interoffice Channel Mileage (Fixed)				
Zone 1,2,3	\$750	\$750	\$675	\$600
Interoffice Channel Mileage (Per Mile)				
Zone 1,2,3	\$39	\$39	\$35	\$31
Installation Rate				
Zone 1	\$2,700 Per Local Distribution Channel			
Zone 2 (San Diego only)	\$2,900 Per Local Distribution Channel			
Zone 3 (San Diego only)	\$3,100 Per Local Distribution Channel			

1. **RATES FOR DEDICATED ACCESS SERVICES (Continued)**

1.4 **DS3 RATE SCHEDULE (Continued)**

TYPE I DS3 RATES
(TO BE APPLIED WHEN CUSTOMER'S NPA/NXX FALLS WITHIN GTE TERRITORY)

RATES	Month to Month	1 YR.	3 YR.	5 YR.
Local Distribution Channel (Per Channel)	\$1,080	\$1,080	\$665	\$585
Interoffice Channel Mileage (Fixed)	\$540	\$540	\$486	\$432
Interoffice Channel Mileage (Per Mile)	\$54	\$54	\$50	\$43
Installation Rate	\$800 Per Local Distribution Channel			

1. RATES FOR DEDICATED ACCESS SERVICES (Continued)

1.4 DS3 RATE SCHEDULE (Continued)

TYPE II DS3 RATES
(TO BE APPLIED WHEN CUSTOMER'S NPA/NXX FALLS WITHIN PACIFIC
TERRITORY)

RATES	MONTH TO MONTH	1 YR.	3 YR.	5 YR.
Local Distribution Channel (Per Channel)				
Zone 1	\$2,375	\$2,375	\$1,710	\$1,520
Zone 2 (San Diego only)	\$2,375	\$2,375	\$1,805	\$1,615
Zone 3 (San Diego only)	\$2,375	\$2,375	\$1,900	\$1,710
Interoffice Channel Mileage (Fixed)				
Zone 1,2,3	\$791	\$791	\$712	\$633
Interoffice Channel Mileage (Per Mile)				
Zone 1,2,3	\$42	\$42	\$38	\$34
Installation Rate				
Zone 1	\$2,700 Per Local Distribution Channel			
Zone 2 (San Diego only)	\$2,900 Per Local Distribution Channel			
Zone 3 (San Diego only)	\$3,100 Per Local Distribution Channel			

1. **RATES FOR DEDICATED ACCESS SERVICES (Continued)**

1.4 **DS3 RATE SCHEDULE (Continued)**

TYPE II DS3 RATES
(TO BE APPLIED WHEN CUSTOMER'S NPA/NXX FALLS WITHIN GTE
TERRITORY)

RATES	MONTH TO MONTH	1 YR.	3 YR.	5 YR.
Local Distribution Channel (Per Channel)	\$1,140	\$1,140	\$702	\$618
Interoffice Channel Mileage (Fixed)	\$570	\$570	\$513	\$456
Interoffice Channel Mileage (Per Mile)	\$57	\$57	\$53	\$45
Installation Rate	\$800 Per Local Distribution Channel			

1. **RATES FOR DEDICATED ACCESS SERVICES (Continued)**

1.4 **DS3 RATE SCHEDULE (Continued)**

VOLUME DISCOUNTS
LOCAL DISTRIBUTION CHANNEL
(TO BE APPLIED WHEN CUSTOMER'S NPA/NXX FALLS WITHIN PACIFIC
TERRITORY)

# OF DS3'S	MONTH TO MONTH	RATE PER DS3 CHANNEL		
		1 YR.	3 YR.	5 YR.
<u>3 DS3s</u>				
Zone 1	\$2,097	\$2,097	\$1,140	\$900
Zone 2 (San Diego only)	\$2,097	\$2,097	\$1,170	\$975
Zone 3 (San Diego only)	\$2,097	\$2,097	\$1,200	\$1,050
<u>12 DS3s</u>				
Zone 1	N/A	N/A	\$825	\$630
Zone 2 (San Diego only)	N/A	N/A	\$844	\$653
Zone 3 (San Diego only)	N/A	N/A	\$863	\$675

NOTES:

- 1) IN ADDITION TO THE ABOVE LOCAL DISTRIBUTION CHANNEL CHARGES, ADD THE STANDARD FIXED AND PER MILE RATES.
- 2) VOLUME DISCOUNTS WILL APPLY WHEN A CUSTOMER ORDERS TWO OR MORE DS3 CIRCUITS BETWEEN THE SAME LOCATIONS AT THE SAME TIME.

1. RATES FOR DEDICATED ACCESS SERVICES (Continued)

1.5 DS2 SERVICE (6.312 Mbps)

This service consists of a DS2 (6.312 Mbps) capacity digital channel available on a 24 hour per day, 7 day per week basis between two points. No mixed vendor service is available for DS2 service.

STANDARD DS2 RATES

RATES	MONTH TO MONTH	1 YR.	3 YR.	5 YR.
Local Distribution Channel (Per Channel)	\$1,150	\$1,150	\$1,035	\$920
Interoffice Channel Mileage (Fixed)	\$570	\$570	\$513	\$456
Interoffice Channel Mileage (Per Mile)	\$29	\$29	\$26	\$23
Installation Rate	\$2,700 Per Local Distribution Channel			

1. RATES FOR DEDICATED ACCESS SERVICES (Continued)

1.6 BASIC DS1 SERVICE (1.544 Mbps)

This service consists of a DS1 (1.544 Mbps) capacity digital channel available on a 24 hour per day, 7 day per week basis between two points.

TYPE I DS1 RATES
(TO BE APPLIED WHEN CUSTOMER'S NPA/NXX FALLS WITHIN PACIFIC TERRITORY)

RATES	MONTH TO MONTH	1 YR.	3 YR.	5 YR.
Local Distribution Channel (Per Channel)				
Zone 1	\$108	\$108	\$97	\$86
Zone 2	\$122	\$122	\$110	\$98
Zone 3	\$135	\$135	\$122	\$108
Interoffice Channel Mileage (Fixed)				
Zone 1	\$68	\$68	\$61	\$54
Zone 2	\$77	\$77	\$69	\$62
Zone 3	\$90	\$90	\$81	\$72
Interoffice Channel Mileage (Per Mile)				
Zone 1,2,3	\$14	\$14	\$13	\$11
Installation Rate	\$600 Per Local Distribution Channel			

1. **RATES FOR DEDICATED ACCESS SERVICES (Continued)**

1.6 **DS1 RATE SCHEDULE (Continued)**

TYPE I DS1 RATES
(TO BE APPLIED WHEN CUSTOMER'S NPA/NXX FALLS WITHIN
GTEC TERRITORY)

RATES	MONTH TO MONTH	1 YR.	3 YR.	5 YR.
Local Distribution Channel (Per Channel)	\$234	\$234	\$211	\$187
Interoffice Channel Mileage (Fixed)	\$54	\$54	\$49	\$43
Interoffice Channel Mileage (Per Mile)	\$14	\$14	\$13	\$11
Installation Rate	\$450 Per Local Distribution Channel			

GTEC NOTE: When more than one circuit is purchased at the same time and between the same locations, each additional circuit receives 50% off the above LDC, and the installation rate is \$65 per additional LDC.

1. RATES FOR DEDICATED ACCESS SERVICES (Continued)

1.6 DS1 RATE SCHEDULE (Continued)

TYPE II DS1 RATES
(TO BE APPLIED WHEN CUSTOMER'S NPA/NXX FALLS
WITHIN PACIFIC TERRITORY)

RATES	MONTH TO MONTH	1 YR.	3 YR.	5 YR.
Local Distribution Channel (Per Channel)				
Zone 1	\$114	\$114	\$103	\$91
Zone 2 (San Diego only)	\$129	\$129	\$116	\$103
Zone 3 (San Diego only)	\$143	\$143	\$129	\$114
Interoffice Channel Mileage (Fixed)				
Zone 1				
Zone 2 (San Diego only)	\$71	\$71	\$64	\$57
Zone 3 (San Diego only)	\$81	\$81	\$73	\$65
	\$95	\$95	\$86	\$76
Interoffice Channel Mileage (Per Mile)				
Zone 1,2,3	\$15	\$15	\$14	\$12
Installation Rate	\$600 Per Local Distribution Channel			

1. **RATES FOR DEDICATED ACCESS SERVICES (Continued)**

1.6 **BASIC DS1 SERVICE (1.544 Mbps)(Continued)**

TYPE II DS1 RATES
(TO BE APPLIED WHEN CUSTOMER'S NPA/NXX FALLS
WITHIN GTE TERRITORY)

RATES	MONTH TO MONTH	1 YR.	3 YR.	5 YR.
Local Distribution Channel (Per Channel)	\$247	\$247	\$223	\$197
Interoffice Channel Mileage (Fixed)	\$57	\$57	\$52	\$45
Interoffice Channel Mileage (Per Mile)	\$14	\$14	\$13	\$12
Installation Rate	\$450 Per Local Distribution Channel			

1. RATES FOR DEDICATED ACCESS SERVICES (Continued)

1.6 BASIC DS1 SERVICE (1.544 Mbps)(Continued)

1.6.1 Fanout DS1 Service

This service consists of up to 28 DS1 (1.544 Mbps) digital channels, which are aggregated at a Cox Node onto a standard DS3 circuit with Interoffice Mileage and a Local Distribution Channel at the terminating end.

Fanout DS1's consist of 3 rate elements:

- 1) DS1 Local Distribution Channels - Rated as a standard DS1 Local Distribution Channel.
- 2) Central Office Multiplexing - Aggregates the 28 DS1's onto DS3 interoffice facilities.
- 3) DS3 Interoffice Mileage/Local Distribution Channel - rated as standard DS3 Circuit.

FANOUT DS1 SERVICE RATES

SERVICE CONFIGURATIONS	NON-RECURRING		MONTH TO MONTH		MONTHLY RECURRING					
	PAC	GTE	PAC	GTE	1 YR.		3 YR.		5 YR.	
					PAC	GTE	PAC	GTE	PAC	GTE
DS3/1 Mux @ TC Node	\$ 0	\$400	\$338	\$440	\$338	\$440	\$304	\$395	\$270	\$350
DS3 Channel Between a Client Premises and a TC Node	Standard DS3 Rate Schedule (One Local Distribution Channel Charge applies)									
DS1 Fanout Channel	Standard DS1 Rate Schedule (One Local Distribution Channel Charge applies to each individual DS1 Fanned out from Node)									

1. RATES FOR DEDICATED ACCESS SERVICES (Continued)

1.7 DS0 SERVICE

DS0 Service is a Digital Transmission Service furnished by the Company at transmission speeds of 2.4 kbps, 4.8 kbps, 9.6 kbps, 19.2 kbps, 56 kbps, 64 kbps, or in multiples of 56 kbps or 64 kbps up to 1.544 Mbps. Such channels will be configured by the Company to transmit digital data at specified data rates or analog signals converted to digital signals.

STANDARD DS0 RATES

DS0 SERVICE	NON-RECURRING*	MONTHLY RECURRING	
		DS0 LOCAL DISTRIBUTION CHANNEL (EACH)	DS0 MILEAGE
2 wire voice grade	\$475	\$27.00	\$22.00 plus \$0.50 per mile
4 wire voice grade	\$475	\$42.00	\$22.00 plus \$0.50 per mile
2.4 to < 56 kbps	\$350	\$45.00	\$4.50 plus \$5.00 per mile
56 or 64 kbps	\$350	\$45.00	\$4.50 plus \$5.00 per mile
56 or 64 kbps x n (N>1)	\$250 x N with \$3,000 MAX	\$36.00 x N	\$4.50 plus \$5.00 per mile x N

1. RATES FOR DEDICATED ACCESS SERVICES (Continued)

1.7 DS0 SERVICE (Continued)

1.7.1 Fanout DS0 Service

This service consists of up to 24 DS0 digital channels, which are aggregated at a Cox Node onto a standard DS1 circuit with Interoffice Mileage and a Local Distribution Channel at the terminating end. There is a minimum 90 day service period for each Hubbed DS0 Service.

Hubbed DS0's consist of 3 rate elements:

- 1) DS0 Local Distribution Channels - Rated as a standard DS0 Local Distribution Channel.
- 2) Central Office Multiplexing - Aggregates the 24 DS0's onto DS1 interoffice facilities.
- 3) DS1 Interoffice Mileage/Local Distribution Channel - Rated as standard DS1 Circuit.

DS0 FANOUT SERVICE

STANDARD RATE ELEMENTS	NON-RECURRING	MONTHLY RECURRING			
		MONTH TO MONTH	1 YR.	3 YR.	5 YR.
DS1 Service	Apply Standard DS1 Non-Recurring Charge	Standard DS1 Rate Schedule			
DS1/0 MUX @ TC Node	\$0	\$248	\$248	\$223	\$198
DS0 Service	Apply Appropriate DS0 Non-Recurring Charge	Standard DS0 Rate Schedule			

1. **RATES FOR DEDICATED ACCESS SERVICES (Continued)**

1.8 **INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS**

For special situations, rates for Dedicated Access Services and other specialized services will be determined on an Individual Case Basis (ICB) and specified by contract between the Company and the Customer. ICBs are subject to GO 96-A rules.

2. SWITCHED ACCESS SERVICE

2.1 SWITCHED ACCESS RATES

Switched Access Service provides for the capability of originating and terminating intrastate long distance calls to and from an end user's premises to Cox's switch and from Cox's switch to the Customer's premises. Transport between Cox's switch and the Customer's premises is provided via Switched Transport Services as specified in this tariff.

2.2 SERVICE ORDERS

Non-recurring and usage rates apply for each Switched Access Service furnished by the Company. Non-recurring charges are the one time charges that apply for a specific work activity, (e.g., new installations or changes to existing installations). Usage rates apply only when a specific rate element is used. They apply on a per Switched Access Service access minute and are accumulated over a monthly period.

SERVICE COMPONENT	NON-RECURRING CHARGE
Installation Charge Per Line or Trunk	\$116.02
Access Order Charge Per Access Request	\$50.00
Engineering Change Charge Per Access Request	\$50.00
Service Date Change Per Access Request	\$50.00
Design Change Per Access Request	\$50.00

2. SWITCHED ACCESS SERVICE (Continued)

2.3 LOCAL TRANSPORT

Local transport provides the transmission facilities between the Customer premises and the Company's end-office switch(es) where the Customer's traffic is switched to originate or terminate Customer's communications.

The Local Transport element is included in the composite switched access charge identified as End Office Local Switching. (T)
 (T)

**Rates To Be Applied When
 Customer's NPA/NXX Falls Within Pacific Bell Territory**

SERVICE COMPONENT	RATES	
Local Transport	NON-RECURRING	RECURRING PER MOU
-Standard Termination	None	Element included in Local Switching Composite Charge.

(T)
 (T)

2. SWITCHED ACCESS SERVICE (Continued)

2.3 LOCAL TRANSPORT (Continued)

**Rates To Be Applied When
 Customer's NPA/NXX Falls Within Verizon CA Territory**

SERVICE COMPONENT	RATES	
Local Transport	NON-RECURRING	RECURRING PER MOU
-Standard Termination	None	Element included in Local Switching Composite Charge.

(T)
(T)

2. SWITCHED ACCESS SERVICE (Continued)

2.4 END OFFICE LOCAL SWITCHING

(T)

The End Office rate category provides for the local end office switching and end user termination functions necessary to complete the transmission of Switched Access Services to and from the end users served by the Company's end offices. The End Office Local Switching composite rate elements consist of a per-minute of use charge for Local Switching and Local Transport.

(T)

(T)

(T)

Rates To Be Applied When Customer's NPA/NXX Falls Within Pacific Bell Territory

(T)

SERVICE COMPONENT	ORIGINATING (\$ PER MOU)	TERMINATING (\$ PER MOU)
Switched Access End Office Local Switching	\$.018	\$.018

(T)

2. SWITCHED ACCESS SERVICE (Continued)

2.4 END OFFICE LOCAL SWITCHING (Continued) (T)

Rates To Be Applied When Customer's NPA/NXX Falls Within Verizon CA Territory (T)

SERVICE COMPONENT	ORIGINATING (\$ PER MOU)	TERMINATING (\$ PER MOU)
Switched Access End Office Local Switching	\$.018	\$.018

(T)

2. SWITCHED ACCESS SERVICE (Continued)

2.5 800 DATABASE ACCESS

The basic query charge is assessed to the Customer based on the query of the 800+NXX+XXXX number dialed and/or delivered to the customer in conjunction with 800 Data Base Access Service. 800+NXX+XXXX calls delivered to the Customer are based on information derived via queries to the 800 Data Base.

SERVICE COMPONENT	NON-RECURRING	PER QUERY
800 Data Base Query	None	\$0.004790

2.6 OPERATOR TRANSFER

This option allows end user Customers who dial 0- to be transferred to the Customer's Operator service by Cox.

SERVICE COMPONENT	NON-RECURRING	PER CALL
Operator Transfer (per call)	None	\$0.22

3. SERVICE DESCRIPTION

Cox Dedicated Access Service consists of any of the services offered pursuant to this tariff, either individually or in combination. Each service is offered independently of the others. Service is offered via the Company's facilities for the transmission of one-way or two-way communications, unless otherwise noted.

3.1 TECHNICAL CONSIDERATIONS

Digital channels over the Company's network are furnished for full-duplex transmission of digital signals at operating speeds as follows:

DS3 =	44.736 Mbps
DS2 =	6.312 Mbps
DS1 =	1.5 Mbps
DS0 =	up to 64 kbps

3. SERVICE DESCRIPTION (Continued)

3.2 DS3 (44.736 Mbps)

Digital channels furnished by the Company at 44.736 Mbps, interconnections to such channels and equipment interfacing to such channels shall meet the following technical characteristics:

Line Rate: 44.736 Mbps +/- 20 ppm

Line Code: Bipolar with three-zero substitution

Test Load: 75 ohms resistance +/- 5 percent

Power Levels: For an all-ones transmitted pattern, the power in a 2 KHz band about 22.368 KHz shall be -1.8 to +5.7 dBm and the power in a 2 KHz band about 44.736 KHz shall be at least 20 dB below that in a 2 KHz band about 22.368 KHz.

NOTES:

1. The power levels specified by CCITT Recommendation G.703 are identical except that the power is to be measured in 3 KHz bands.

3. **SERVICE DESCRIPTION (Continued)**

3.2 **DS3 (44.736 Mbps) (Continued)**

Digital channels furnished by the Company at 44.736 Mbps will be provided by the Company in one of the following configurations, as specified by the Customer (there is no price differential):

Clear Channel DS3: A DS3 signal that is transmitted intact and transparently as provided at the Customer interface. No performance monitoring is performed since all 44.736 Mbps are considered Customer data or voice.

M13 Framed DS3: A DS3 that is channelized into 28 DS1 (1.544 Mbps) signals and include a predefined standard multiplexing scheme as defined in ANSI T1.107a. The M13 DS3 contains parity bits which can be monitored to offer an approximate measure of performance. 43.232 Mbps is Customer data (or voice), the remainder being used for framing, synchronization, parity, etc.

C-bit Parity Framed DS3: Can be used for subrated or non-subrated DS3 signals, allows DS3 signal monitoring for an end-to-end performance measurement on an in-service basis, transmitted on the maintenance data communications channel. The C-bit parity format is defined in ANSI T1.107a. 43.232 Mbps is Customer data (or voice), the remainder being used for framing, synchronization, parity, etc.

3. SERVICE DESCRIPTION (Continued)

3.3 DS2 (6.312 Mbps)

Digital channels furnished by the Company at 6.312 Mbps, interconnections to such channels and equipment interfacing to such channels shall meet the following technical characteristics:

Line Rate: 6.312 Mbps +/- 33 ppm

Line Code: B6ZS

Electrical Interface: One balanced twisted shielded pair with 110 ohms +/- 5%

Pulse Shape: For all-ones data, the pulse amplitude shall be between 0.55 and 1.3 volts peak.

Power Level: For an all-ones signal, the power in a band no wider than 3 KHz centered at 3.156 MHz shall be between 0.2 and 7.3 dBm. The power in a band no wider than 3 KHz centered at 6.312 MHz shall be at least 20 dB below that at 3.156 MHz.

Pulse Imbalance: The ratio of amplitudes of positive and negative isolated pulses shall be between .90 and 1.10.

3. SERVICE DESCRIPTION (Continued)

3.4 DS1 (1.544 Mbps)

Digital channels furnished by the Company at 1.544 Mbps, interconnections to such channels and equipment interfacing to such channels shall meet the following technical characteristics:

Line Rate: 1.544 Mbps +/- 130 ppm

Line Code: AMI: bipolar with at least 12.5% average ones density and no more than 15 consecutive zeros; or B8ZS: no minimum density of ones and no consecutive zeros limit.

Test Load: 100 ohms resistance.

Pulse Shape: The pulse amplitude shall be between 2.4 and 3.6 volts.

Power Levels: For an all-ones transmitted pattern, the power in a 2 KHz band about 772 KHz shall be 12.4-18.0 dBm and the power in a 2 KHz band about 1544 KHz shall be at least 29 dB below that in a 2 KHz band about 771 KHz.

Pulse Imbalance: There shall be less than .5 dB difference between the total power of the positive pulses and of the negative pulses.

NOTES:

1. The CCITT specification is +/- 50 ppm
2. Recommended for new equipment: The power in a 2 KHz band about 772 KHz shall be 12.6-17.9 dBm. CCITT requirements: The power in a 3 KHz band about 772 KHz is 12.0-19.0 dBm.
3. CCITT requirements: The power in a 3 KHz band about 1544 KHz shall be at least 25 dB below that in a 3 KHz band about 772 KHz.

3. **SERVICE DESCRIPTION (Continued)**

3.4 **DS1 (1.544 Mbps) (Continued)**

Digital channels furnished by the Company at 1.544 Mbps will be provided in one of the following configurations, as specified by the Customer (there is no price differential):

Unframed DS1: A DS1 signal that does not follow standard framing formats of 192 bits for data and a 193rd bit for framing. An unframed DS1 cannot be synchronized to the network and is not performance monitored.

D4/SF DS1: A framed DS1 consisting of 12 frames (2316 bits) of 192 bits preceded by one framing bit (F bit). The 12 frames, called a superframe, provide a mechanism for identifying robbed-bit signaling channels. This service can be coded as AMI or B8ZS.

ESF DS1: Extends superframe structure from 12 to 24 frames (4632 bits) and redefines the 8 kbps pattern into 2 kbps for mainframe and robbed-bit signaling synchronization, 2 kbps for CRC-6 and 4 kbps for terminal-to-terminal data link. This service can be coded as AMI or B8ZS.

Fanout DS1 Service: Fanout DS1 Service allows a Customer to aggregate up to 28 DS1 digital channels which terminate at the same location into a single DS3 Local Distribution Channel. DS1 and DS3 channels provided as part of a Fanout DS1 Service shall meet the technical specifications prescribed herein.

3. SERVICE DESCRIPTION (Continued)

3.5 DS0 SERVICE

DS0 Service is a Digital Transmission Service furnished by the Company at transmission speeds of 2.4 kbps, 4.8 kbps, 9.6 kbps, 19.2 kbps, 56 kbps, 64 kbps, or in multiples of 56 kbps or 64 kbps up to a total of 1.544 Mbps. Such channels will be configured by the Company to transmit digital data at specified data rates or analog signals converted to digital signals, as described below. DS0 services are provided as either a "Basic DS1 Service" consisting of a point-to-point digital channel, or as a "Fanout DS0 Service" which allows a Customer to aggregate up to 24 DS0 channels that terminate in the same location into a single DS1 Local Distribution Channel. Interconnections to such channels and equipment interfacing to such channels shall meet the technical characteristics described below in connection with each service configuration. The NCI Codes referenced below are defined in Bell Communications Research (Bellcore) publication TR-NPL-000335. Each DS0 channel will be provided in one of the following configurations, as specified by the Customer:

3.5.1 Effective 2-Wire DS0 Service

This provides a digital transmission channel capable of normally carrying, among other information, the digitized representation of human speech. At the Company's point of interconnection with the User, the service will have the technical characteristics of a standard 2-wire analog telephone circuit. Specific configurations are as follows:

3. **SERVICE DESCRIPTION (Continued)**

3.5 **DS0 SERVICE (Continued)**

3.5.1 **Effective 2-Wire DS0 Service (Continued)**

Private Line Manual Ringdown: 2 wire, 600 ohm or 900 ohm, Loop Start with industry standard demarcation (NCI Code: 02AC2, 02AC3). Provides a circuit connecting two specific locations, where signalling (i.e., ringing current) is provided externally by the Customer. A transmission can be originated from either end. Ringing at 20 Hz will be at industry-standard voltage and current.

Private Line Automatic Ringdown (PLAR): 2 wire, 600 ohm, Loop Start with industry standard demarcation (NCI Code: 02LR2). Provides a circuit connecting two specific locations, where signalling (ringing) is automatically generated by the Company upon off hook (transmission origination). Either end can originate. Ringing at 20 Hz will be at industry-standard voltage and current.

OPX/Tie Line/FX/Tie Trunk Private Lines(OPX): 2 wire, 600 ohm or 900 ohm, Loop Start, Ground Start, or E+M, with industry standard demarcation (Possible NCI Codes: 02LS2, 02LS3, 02GS2, 02GS3, 02LO2, 02GO2, 04EA2-M, 04EA2-E, 06EB2-M, 06EB2-E). The circuit will be transparent to OPX signalling (e.g., DP or MF dialing, ringing).

2-Wire Transmission Only: 2 wire, 600 ohm, open loop (continuously connected) with industry standard demarcation (NCI Code: 02NO2.) C4 conditioned circuit connecting two locations, typically used for voice-grade data services.

3. **SERVICE DESCRIPTION (Continued)**

3.5 **DS0 SERVICE (Continued)**

3.5.2 **Effective 4-Wire DS0 Service**

This provides a digital transmission channel capable of normally carrying, among other information, the digitized representation of human speech and duplex transmission of data converted to analog signals. At the Company's point interconnection with the User, the service will have the technical characteristics of a standard 4-wire data-conditioned telephone circuit. Specific configurations are as follows:

4-Wire Transmission Only: 4 wire, 600 ohm, open loop (continuously connected), with industry standard demarcation. C4/D1 conditioned circuit, with separate transmit and receive wire pairs. (NCI Codes: 04N02, 04DA2.)

4-Wire Tie Line/Tie Trunk Private Lines: 4-wire talk path, 600 ohm, with industry standard demarcation. Additional leads for signalling, supporting Type I, II, and III E+M or reverse E+M. (NCI Codes: 06EA2-M, 06EA2-E, 08EB2-M, 08EB2-E, and 08EC2.)

3. **SERVICE DESCRIPTION (Continued)**

3.5 **DS0 SERVICE (Continued)**

3.5.3 **Digital DS0 Service**

This provides a digital transmission channel capable of normally carrying synchronous digital data signals. The following service configurations are available:

Low Speed DS0 Data Service provides a point-to-point, DDS-compatible full-duplex synchronous circuit operating at 2.4 Kbps, 4.8 Kbps, 9.6, or 19.2 Kbps, with error correction. Supports all DDS control codes. Secondary channel is supported. (Possible NCI Codes: 04DU5-24, 04DU5-48, 04DU5-96, 04DU5-19).

56 Kbps DS0 Data Service provides a point-to-point, DDS compatible full-duplex synchronous circuit operating at 56 Kbps. No error correction is provided. Supports all DDS control codes. Optional secondary channel is supported. (Possible NCI Code: 04DU5-56)

64 Kbps DS0 Data Service provides a point-to-point, 64 Kbps clear channel for a full-duplex synchronous data circuit. No error correction or in-band control codes are supported. (Possible NCI Code: 04DU5-64).

Fractional DS1 Service provides a point-to-point channel at any speed between 56 Kbps and 1.544 Mbps for full-duplex synchronous data transmission, provided that the speed is a multiple of 56 or 64 Kbps. (NCI Code format: 04DU5-____).

Fanout DS0 Service Fanout DS0 Service allows a Customer to aggregate up to 24 DS0 channels that terminate in the same location into a single DS1 Local distribution Channel.

4. SWITCHED ACCESS SERVICE

4.1 GENERAL

Switched Access Service provides for the capability of originating and terminating intrastate long distance calls to and from an end user's premises to a Customer's facilities via Cox's switch. Transport between Cox's switch and the Customer's premises are provided via Switched Transport Services as specified in this tariff.

4.2 SWITCHED ACCESS SERVICE ARRANGEMENT

Switched Access is provided as a trunkside connection, Feature Group D (FGD), to Cox's switches with an associated 101XXXX access code for the Customer's use in originating and terminating communications.

4.3 MANNER OF PROVISIONING

Switched Access Service is provisioned as FGD at the DS1 level using D3/D4 format on a per trunk basis and is differentiated by type and directionality of transmission. Originating traffic type represents capacity for carrying traffic from the end user to the Customer. Terminating traffic represents capacity for carrying traffic from the Customer to the end user. All traffic must be associated with a Customer-provided Carrier Identification Code (CIC). End user calls to unauthorized CIC or 101XXXX numbers (i.e., codes not used by Company Customers) will be blocked.

An out of band signaling connection (Common Channel Signaling Access Services Port) is required in conjunction with FGD service equipped with out of band signaling. Out of band signaling allows the Customer to pass call set-up information over a path which is separate from the message path utilizing Signaling System 7 (SS7) protocol. This connection is provided at the DS0 level and provides the interconnection between Cox's Signal Transfer Point (STP) and the Customer's Signaling Point of Interconnection (SPOI).

4. SWITCHED ACCESS SERVICE (Continued)

4.4 PROVISIONING AND DESCRIPTION OF FGD

FGD is provided as trunk-side switching and may be provided with wink-start or start-pulsing signals and answer and disconnect supervisory signaling, or without signaling when out of band signaling is specified.

FGD switching is provided with multifrequency address or out of band signaling. Up to 12 digits of the called party number dialed by the Customer's end user using dual tone multifrequency or dial pulse address signals will be provided by Cox to the Customer's premises where Switched Access Service terminates. Such address signals are subject to the ordinary transmission capabilities of the Local Transport Service provided.

Calls in the terminating direction will not be completed to 950-XXXX access codes, local operator assistance (0- and 0+), Directory Assistance (411 or 555-1212), service codes 611 and 911, or 101XXXX access codes.

The access code for FGD switching is a uniform access code of the form 101XXXX. A single access code will be the assigned number of all FGD access provided to the Customer by Cox. No access code is required for calls to a Customer over FGD facilities if the end user's service is arranged for presubscription.

Where no access code is required, the number dialed by the Customer's end user shall be a seven or ten digit number for calls in the North America Numbering Plan (NANP), except for 00 - dialed calls which are routed to the predesignated Customer. For international calls outside the NANP, a seven to twelve digit number may be dialed. The form of the numbers dialed by the Customer's end user is NXX-XXXX, 0 or 1 + NXX XXXX, NPA + NXX-XXXX, 0 or 1 + NPA + NXX-XXXX, and where the Cox switch is equipped for International Direct Distance Dialing (IDDD), 01 + CC + NN or 011 + CC + NN.

4. SWITCHED ACCESS SERVICE (Continued)

4.4 PROVISIONING AND DESCRIPTION OF FGD (Continued)

When the 101XXXX access code is used, FGD switching also provides for dialing the digit 0 for access to the Customer's operator, 911 for access to emergency reporting services, or the end-of-dialing digit (#) for cut-through access to the Customer's premises. Optional features available with FGD are:

- (A) Automatic Number Identification (ANI). This option provides for the automatic transmission of a ten digit number and information digits to the Customer's premises for originating calls to identify the calling station. The ANI feature is an end office software function which is associated on a call-by-call basis with all individual transmission paths in a trunk group. When out of band signaling is specified, the Customer may obtain an ANI equivalent by ordering the Charge Number optional feature as specified in this tariff. The ten-digit ANI telephone number will be transmitted on all calls except those identified as multiparty line or ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described following).

The information digits identify: (1) telephone number is the station billing number - no special treatment required, (2) multiparty line-telephone number is a multiparty line and can not be identified - number must be obtained via an operator or in some other manner, (3) ANI failure has occurred in the end office switch which prevents identification of calling telephone number - number must be obtained via an operator or in some other manner, (4) hotel/motel originated call which requires room number identification, (5) coinless station, hospital, inmate, etc. call which requires special screening or handling by the Customer, and (6) call is an Automatic Identified Outward Dialed (AIOD) call from Customer premises equipment. The ANI telephone number is the listed telephone number of the Customer and is not the telephone number of the calling party.

4. SWITCHED ACCESS SERVICE (Continued)

4.4 PROVISIONING AND DESCRIPTION OF FGD (Continued)

- (B) Calling Party Number (CPN). This option provides for the automatic transmission of the calling party's ten digit telephone number to the Customer's premises for originating calls. The ten-digit telephone number consist of the NPA plus the seven-digit telephone number, which may or may not be the same as the calling station's charge number. The protocol for CPN is contained in Technical Reference TR-TSV-000905. This feature is only available when out of band signaling is specified.

Cox will transmit a "privacy indicator" as part of the CPN information in those jurisdictions where end users may elect that their CPN information may not be passed to the called party, and where the end user has taken the necessary actions to ensure that their CPN is so blocked.

- (C) Charge Number (CN). This option provides for the automatic transmission of the ten-digit billing number of the calling station number and originating line information. The protocol for CN is contained in Technical reference TR-TSV-000905. This feature is only available when out of band signaling is specified.
- (D) Carrier Selection Parameter (CSP). This option provides for the automatic transmission of a signaling indicator which signifies to the Customer whether the call being processed originated from a presubscribed end user of that Customer. The protocol for CSP is contained in Technical reference TR-TSV-000905. This feature is only available when out of band signaling is specified.
- (E) 800 Data Base Access Service. This is an originating only trunk side service. When an 800 + NXX + XXXX call is originated by an end user, Cox will perform Customer identification based on screening of the full ten-digits of the 800 number to determine the location to which the call is to be routed.

4. SWITCHED ACCESS SERVICE (Continued)

4.4 PROVISIONING AND DESCRIPTION OF FGD (Continued)

800 Data Base Access Service calls will be delivered to the Customer directly from a Cox end office only when the end office is equipped with 800 Data Base query functionality, i.e., the ability to query the 800 Data Base to perform ten-digit Customer identification. When the end office does not have 800 data Base query functionality, 800 calls will be blocked.

Switched Access rates and charges apply to 800 data Base Access Service calls originated from Cox end offices. In addition to Switched Access usage charges, a basic query charge as specified in this tariff applies to each 800 Data Base Access service call delivered to the Customer. A basic query charge consists of Customer identification {i.e., Carrier Identification Code (CIC), delivery of the ten-digit number, ANI, and the allowable area of service, designated by the Customer, from which 800 calls can be received.

- (F) Common Channel Signaling Access Service (CCSAS). This option allows the Customer to exchange signaling information for FGD call set up over a communications path which is separate from the message path. This service includes a dedicated 56 Kbps out of band signaling connection between the Customer's SPOI and the Company's STP. CCSAS is provisioned for two-way transmission of out of band signaling information.

Each CCSAS Signaling Connection provides for two-way digital transmission at a speed of 56 Kbps. The connection to the STP pair can be made from either the Customer's Signaling Point (SP) which requires a minimum of two 56 Kbps circuits or from the Customer's STP pair which requires a minimum of four 56 Kbps circuits. STP locations are set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4. CCSAS Signaling Connection rates and charges are specified in this tariff.

4. SWITCHED ACCESS SERVICE (Continued)

4.4 PROVISIONING AND DESCRIPTION OF FGD (Continued)

- (G) Operator Transfer Service. This option allows end user Customers who dial 0- to be transferred to the Customer's Operator service by Cox.

4.5 PRESUBSCRIPTION

- (A) Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IC) for completion of interstate and intrastate InterLATA calls without dialing an access code. The IC is referred to as the end users Primary Interexchange Carrier (PIC). The end user may select any IC that orders originating FGD Switched Access Service either to the Company's end office or to an authorized local exchange carrier's tandem that sub-tends the Company's end office.
- (B) New end users who are served by offices equipped with FGD will be asked to presubscribe to an IC at the time they place an order with the Company for Exchange Access Service. They may select either of the following options:
- Designate an IC as a PIC and dial 101XXXX to access other IC's.
 - Designate that they do not want to be presubscribed to any IC (no PIC) and choose to dial 101XXXX for all interLATA calls.

There is no charge for the initial selection.

4. SWITCHED ACCESS SERVICE (Continued)

4.5 PRESUBSCRIPTION (Continued)

- (C) Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a Primary Interexchange Carrier (PIC), a nonrecurring charge of \$5.26 will be assessed for any subsequent change in PIC selection. This charge will be billed to the end user who is the subscriber to the Exchange Access Service.

- (D) The Company will make post-conversion changes in the end user's or agent's PIC assignment pursuant to an IC provided list of customers. Should an end user or agent dispute authorization of the change in PIC assignment, to resolve the dispute, the Company may require that the IC requesting the change submit a signed letter of agency. If the IC cannot produce a customer signed letter of agency from the end user or agent, and the Company resolves the dispute in favor of the end user or agent, the IC will be billed two nonrecurring charges: (1) a presubscription change charge, as set forth in (C) above for the change to the disputed IC, and (2) an unauthorized presubscription change charge of \$25.00 for restoring the end user's or agent's prior IC assignment. If the IC produces the required letter of agency within 30 days of the Company's request, the end user or agent will be billed two presubscription change charges as specified herein. Charges are only applicable if the customer disputes whether a switch in IC was authorized and a change in an end user's or agent's IC selection has actually been implemented.

4. SWITCHED ACCESS SERVICE (Continued)

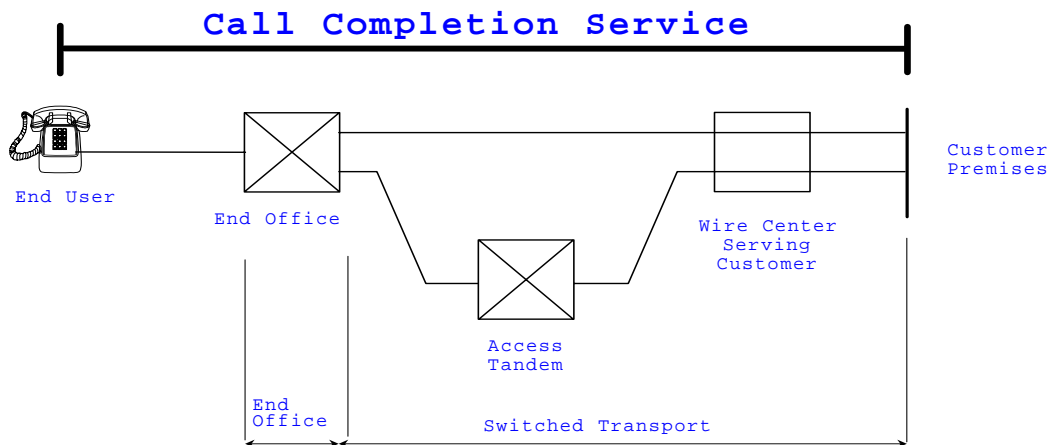
4.6 SWITCHED ACCESS RATE APPLICATION

Non-recurring and usage rates apply for each Switched Access Service furnished by the Company. Non-recurring

charges are the one-time charges that apply for a specific work activity, (e.g., new installations or changes to existing installations). Usage rates apply only when a specific rate element is used. They apply on a Per Switched Access Service access minute and are accumulated over a monthly period.

4.6.1 RATE CATEGORIES

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



4. SWITCHED ACCESS SERVICE (Continued)

4.6 SWITCHED ACCESS RATE APPLICATION (Continued)

4.6.2 LOCAL TRANSPORT

Local transport provides the transmission facilities between the Customer premises and the Company's end-office switch(es) where the Customer's traffic is switched to originate or terminate the Customer's communications.

The Company will determine whether the Switched Access Service is to be routed directly to an end office switch or through an access tandem switch provided by another local exchange company. The method of routing will be determined based on the Customers requested busy hour minutes of capacity basis or on a per trunk basis.

When traffic is routed through an access tandem switch provided by another local exchange company the Customer will be billed at the standard termination rate as specified in this tariff.

To calculate the Termination rate element, the Customer's total access minutes will be multiplied by the applicable rate per access minute of use to determine the charge.

4. SWITCHED ACCESS SERVICE (Continued)

4.6 SWITCHED ACCESS RATE APPLICATION (Continued)

4.6.2 LOCAL TRANSPORT (Continued)

- (A) Common Channel Signaling Access (CCSA) is comprised of a STP Port Termination rate and a STP Link Transport rate.

The STP Port Termination Rate provides for the point of termination to the signal switching capability of the STP.

The STP Link Transport rate provides for the transmission facilities between the SWC of the Customer designated premises and the Company STP. Mileage is measured between the serving wire centers using the V&H coordinates method set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4. STP Link Transport may be provided by an Interconnector that has a collocated interconnection node in a wire center or other location where one of the Company's STP's is located.

4. SWITCHED ACCESS SERVICE (Continued)

4.6 SWITCHED ACCESS RATE APPLICATION (Continued)

4.6.2 LOCAL TRANSPORT (Continued)

- (B) Interface Groups are provided for terminating the Switched Transport at the Customer's premises. Each Interface Group provides a specified interface at the Customer's facilities, (e.g., DS1, DS3). Where transmission facilities permit, the individual transmission path between the Customer's premises and the first point of switching may at the option of the Customer be provided with optional features.

Interface Group 6 provides DS1 level digital transmission at the point of termination at the Customer's premises. The interface is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths. The interface is provided with individual transmission path bit stream supervisory signaling.

4. SWITCHED ACCESS SERVICE (Continued)

4.6 SWITCHED ACCESS RATE APPLICATION (Continued)

4.6.2 LOCAL TRANSPORT (Continued)

(C) Nonchargeable Optional Features:

(1) Out of Band Signaling:

(a) This option allows the Customer to exchange signaling for FGD call set-up over a communications path which is separate from the message path. This option is provided with SS7 protocol and requires the establishment of a Common Channel Signaling Access Service between the Customer's SPOI and the Company's STP.

(b) Out of band signaling is provided in both the originating and terminating direction. Each signaling connection is provisioned for two-way transmission of out of band signaling information.

(D) Chargeable Optional Features:

(1) 800 Data Base Access Service: 800 Data Base Query Charge: The basic query charge is assessed the Customer based on the query of the 800+NXX+XXXX number dialed and/or delivered to the Customer in conjunction with 800 Data Base Access Service. 800+NXX+XXXX calls delivered to the Customer are based on information derived via queries to the 800 Data Base.

4. SWITCHED ACCESS SERVICE (Continued)

4.6 SWITCHED ACCESS RATE APPLICATION (Continued)

4.6.3 END OFFICE

The end office rate category provides for the local end office switching and end user termination functions necessary to complete the transmission of Switched Access Services to and from the end users served by the Company's end offices.

- (A) Switched Access Rate Category: This rate element provides for the use of end office switching equipment, terminations for the end user lines terminating in the local end office, and for the termination of calls at a Company Intercept operator or recording.

4. SWITCHED ACCESS SERVICE (Continued)

4.6 SWITCHED ACCESS RATE APPLICATION (Continued)

4.6.3 END OFFICE (Continued)

(B) Nonchargeable Optional Features:

- (1) Automatic Number Identification (ANI)
- (2) Calling Party Number (CPN)
- (3) Charge Number (CN)
- (4) Carrier Selection Parameter (CSP)
- (5) Common Channel Signaling Access Service (CCSAS)

(C) Chargeable Optional Features:

- (1) 800 Data Base Access Service
- (2) Operator Transfer Service

4. SWITCHED ACCESS SERVICE (Continued)

4.6 SWITCHED ACCESS RATE APPLICATION (Continued)

4.6.4 FEATURE GROUP D USAGE MEASUREMENT

For originating calls over FGD with multifrequency address signaling, usage measurement begins when the originating entry switch receives the first wink supervisory signal forwarded from the Customer's point of termination. For originating calls over FGD with out of band signaling, usage measurement begins when the last point of switching sends the initial address message to the Customer.

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

For terminating calls over FGD, the measurement of access minutes begins when the entry switch receives answer supervision from the terminating end user's end office indicating the terminating end user has answered. The measurement of terminating call usage over FGD ends when the FGD entry switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the entry switch. 800 Data Base Access usage measurement begins when the originating end office switch receives the first wink supervisory signal forwarded from the Customer's point of termination. 800 Data Base Access usage measurement ends when the originating end office receives on-hook 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 end office.

4. SWITCHED ACCESS SERVICE (Continued)

4.6 SWITCHED ACCESS RATE APPLICATION (Continued)

Advice Letter No. 91

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Atlanta, GA 30319

Date Filed: November 21, 2001
Effective: December 1, 2001

Decision No. _____

Resolution No. _____

5. LOCAL NUMBER PORTABILITY - CARRIER SERVICE (Continued)

5.1 LOCAL CALL TERMINATION SERVICE

The Company will provide trunkside interconnection arrangements to other carriers in accordance with the rules and regulations imposed by the California Public Utilities Commission for such interconnection. The Company will not charge for local call termination, pursuant to the Commission's rule regarding mutual traffic exchange. Lineside interconnection arrangements will be via ICB.

6. **RULES AND REGULATIONS**

RULE 1 **DEFINITIONS**

Certain terms used generally throughout this tariff for Dedicated and Switched Access Services of this Company are defined below.

Add/Drop Multiplexing: A multiplexing function that allows lower level signals to be added or dropped from an Optical Carrier (OC) channel.

Advance Payment: A payment required before the start of service. Advance payment consists of construction costs, non-recurring charges and first month's recurring charges and will be shown as a credit on the Customer's first month's bill.

Authorized User: A person, firm or corporation which is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively.

Bit: The smallest unit of information in the binary system of notation.

Company: Cox California Telcom, L.L.C., the issuer of this tariff.

Cox California Telcom, L.L.C. Facility: The equipment and support facilities utilized by Cox California Telcom, L.L.C. to provide telecommunications services pursuant to this tariff.

Customer: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

6. **RULES AND REGULATIONS (Continued)**

RULE 1 DEFINITIONS (Continued)

Demarcation Point: The Demarcation Point is a point in a Customer's circuit to which the Company is responsible for service and beyond which the Customer is responsible for service. The Demarcation Point for services provided entirely over the Company's network is located at the fiber termination equipment attached to the Transmission Facilities nearest the Customer. Where the Company provides services using the facilities of other LECs or CLCs, the Demarcation Point for those facilities shall be as specified in the tariff of the LEC or the CLC. The Company hereby concurs in those tariffs for all such facilities.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

End Office: The term "end office" denotes the LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

Joint User: A person, firm or corporation which is designated by the Customer as a user of the service furnished to the Customer and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Kbps: Kilobits per second, denotes thousands of bits per second.

6. RULES AND REGULATIONS (Continued)

RULE 1 DEFINITIONS (Continued)

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.

LEC: LEC (local exchange company) refers to the dominant, monopoly local exchange carrier in an area also served by the Company, e.g., Pacific Telesis or GTE.

Mbps: Megabits per second, denotes millions of bits per second.

Node: Any Cox or Customer location that is capable of performing Add/Drop Multiplexing.

OC-n: Optical Carrier-n. A SONET optical signal transmitted at rates of $n \times 51.840$ Mbps.
Oc-3 = 155.52 Mbps, OC-12 = 622 Mbps.

Port: A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

Premises: The space occupied by a Customer or authorized user in a building or buildings.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continues for the agreed upon duration of the service.

Service Order: The written request for Cox services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

6. **RULES AND REGULATIONS (Continued)**

RULE 1 DEFINITIONS (Continued)

Signaling Point: The term "Signaling Point" denotes a switch that is capable of supporting SS7 signaling.

Signaling Point of Interconnection: The term "Signaling Point of Interconnection" denotes the customer designated location, in the same Lata as the Company STP, where SS7 signaling information is exchanged between Cox and the Customer.

Signaling Transfer Point: The term "Signaling Transfer Point" denotes a signaling point which routes and/or transfers signaling messages through the common channel signaling network.

Shared: A facility or equipment system or subsystem which can be used simultaneously by several Customers.

Synchronous Optical Network (SONET): A set of international standards for fiber based transmission systems. SONET defines standard optical carrier transmission rates and utilizes a modular multiplexing signal approach based on the application of Synchronous Transport Signals.

Type I Channels: Type I digital channels are provided where both endpoints of a channel are served by the Company's network. Type I Channels are offered at 44.736 Mbps, 6.312 Mbps, 1.544 Mbps and DSO.

6. RULES AND REGULATIONS (Continued)

RULE 1 DEFINITIONS (Continued)

Type II Channels: Type II digital channels are provided where at least one endpoint of a channel is served by the network of an entity with whom the Company's network is interconnected; such channels are provided via a combination of the Company's facilities and the facilities of the interconnected entity. Channels where both endpoints are served by an interconnected entity's network will be provided at the Company's sole discretion on and Individual Case Basis (ICB). Type II Channels are provided at 44.736 or 1.544 Mbps, as well as at DS0.

User: An Authorized User, Customer or Joint User at whose Premises the Company furnishes interstate common carrier service pursuant to general tariff.

RULE 2 DESCRIPTION OF SERVICE

This tariff sets forth intrastate rates and rules applicable to the provision of Dedicated and Switched Access service for the purpose of interLATA and intraLATA transmissions within the State of California.

RULE 3 APPLICATION FOR SERVICE

Customers desiring to obtain Dedicated and Switched Access Service must complete the Company's standard service order form.

RULE 4 CONTRACTS

Contractual Requirements (none in effect).

6. RULES AND REGULATIONS (Continued)

RULE 5 SPECIAL INFORMATION REQUIRED ON FORMS

No special notations are required on contracts, bills, and deposit receipts.

RULE 6 CREDIT

To safeguard its interests, the Company will require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. 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 for a period to be set between the Company and the Customer (if any). The advance payment will be credited to the Customer's initial bill. An advance payment will be required in addition to a deposit.

A Customer whose service has been discontinued for non-payment of bills will be required to pay the unpaid balance due carrier and may be required to pay reconnect charges.

6. RULES AND REGULATIONS (Continued)

RULE 7 DEPOSITS

To safeguard its interests, before a service or facility is furnished, the Company will require a 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 month's 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.

A deposit will be required in addition to an advance payment.

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.

6. RULES AND REGULATIONS (Continued)

RULE 7 DEPOSITS

Interest will be added to the deposit using the 3-month commercial paper rate published by the Federal Reserve Board.

If the Customer is in compliance with all provisions described in the preceding paragraphs, then the Customer's deposit will be returned after 12 months of timely payments. Deposits will be refunded with interest and can not be used as a credit against subsequent bills.

RULE 8 NOTICES

Notice shall be deemed properly given if delivered in person or when deposited with the U.S. Postal Service.

RULE 9 PAYMENT

The Customer is responsible for the payment of all charges for facilities and services furnished to the Customer or to authorized or joint users.

9.1 TAXES

Customer shall pay all sales, use, gross receipts, excise, access, bypass, or other local, state and Federal taxes, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the Services (excluding taxes on the Company's net income). Such taxes shall be separately stated on the applicable invoice.

6. RULES AND REGULATIONS (Continued)

RULE 9 PAYMENT (Continued)

9.2 BILLING AND COLLECTION OF CHARGES

At such time as the Company completes installation or connection of the necessary facilities and/or equipment to provide Cox Service, the Company shall conduct appropriate tests thereon. Upon successful completion of such tests the Company shall notify the Customer that such services are available for use, and the date of such notice shall be called the "Service Date" and shall be the starting date for billing.

Customer shall pay the amount(s) as specified in the tariff for the Services. Nonrecurring charges, including construction, are due in advance. Fixed recurring charges shall be billed in advance after the Service date is determined and will be due no later than thirty (30) days after the date of the invoice. Variable recurring charges and other charges shall be billed as incurred, and will be due no later than thirty (30) days after the date of the invoice. Any amount not received within the thirty (30) day period will be subject to the Company's standard late charge of 1.5% per month, or, if lower, the legal limit applicable to such charges. Customer agrees to review each invoice promptly and to notify the Company of any discrepancies within 2 years of receipt of each invoice. In the event that the Company's computerized usage recording system fails or is otherwise unavailable for all or part of any billing period, the Company shall be entitled to make a reasonable estimate of the Customer's usage of Services in the period in question for billing purposes.

6. RULES AND REGULATIONS (Continued)

RULE 9 PAYMENT (Continued)

9.3 FRACTIONAL CHARGES

Monthly Service

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 service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

Company shall be entitled to make a reasonable estimate of the Customer's usage of Services in the period in question for billing purposes.

9.4 CANCELLATION OF APPLICATION FOR SERVICE

Applications for service are non-cancelable unless they are terminated within three days of the original agreement. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in pre-paring to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at 6%).

6. RULES AND REGULATIONS (Continued)

**9.4 CANCELLATION OF APPLICATION FOR SERVICE
(Continued)**

Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases the charge will be based on such elements as the cost of the equipment, facilities, and material, the supervision, general and administrative expense, provision for return on investment, and any other costs associated with the special construction or arrangements.

RULE 10 DISPUTED BILLS

The Customer may dispute a bill only by written notice to the carrier delivered within 15 days after the statement date. Unless such notice is received in the timely fashion indicated above, the bill statement shall be deemed to be correct and payable in full by Customer. If the Customer is unable to resolve any dispute with the Company, then Customer may request information or assistance from the CPUC.

6. RULES AND REGULATIONS (Continued)

RULE 11 DISCONTINUANCE AND RESTORATION OF SERVICE

11.1 RESIDENCE SERVICE AND OTHER PROVISIONS

Upon non-payment of any charges or deposits owing to the Company, the Company may, by 10 days prior written notice to the Customer, discontinue or suspend service under this tariff without incurring any liability.

Upon violation of any of the other terms or conditions for furnishing service under this tariff, the Company, by 30 days' prior notice in writing to the Customer, may discontinue or suspend service under this tariff, without incurring any liability.

Upon condemnation of all or any material portion of the facilities used by the Company to provide service to a Customer or in the event 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 under this tariff without incurring any liability.

Upon the Customer filing for bankruptcy or reorganization or failing to discharge an involuntary petition therefore within the time permitted by law, the Company may immediately discontinue or suspend service under this tariff without incurring any liability.

6. RULES AND REGULATIONS (Continued)

RULE 11 DISCONTINUANCE AND RESTORATION OF SERVICE (Continued)

11.1 RESIDENCE SERVICE AND OTHER PROVISIONS

If all or any significant portion of the facilities or associated equipment used to provide the service to Customer shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain, Company shall be entitled to elect to terminate service upon written notice to Customer.

The use and restoration of service in emergencies shall be in accordance with the Federal Communications Commission's Rules and Regulations and the Regulations of the C.P.U.C which specify the priority system for such activities.

11.2 BUSINESS SERVICE AND OTHER PROVISIONS

Upon the Company's discontinuance of service to the Customer, 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 minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at 6%).

6. RULES AND REGULATIONS (Continued)
RULE 11 DISCONTINUANCE AND RESTORATION OF SERVICE (Continued)

11.3 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 Commission, 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:

1. 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.

6. RULES AND REGULATIONS (Continued)

RULE 11 DISCONTINUANCE AND RESTORATION OF SERVICE (Continued)

11.3 LEGAL REQUIREMENTS FOR REFUSAL OR DISCONTINUANCE OF SERVICE (Continued)

2. 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 for 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 of thing done or threatened to be done pursuant to the provisions of this rule.
3. 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 communications utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the subscriber the communications utility shall promptly restore such service.
4. 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:

6. RULES AND REGULATIONS (Continued)

RULE 11 DISCONTINUANCE AND RESTORATION OF SERVICE (Continued)

11.3 LEGAL REQUIREMENTS FOR REFUSAL OR DISCONTINUANCE OF SERVICE (Continued)

- (i) 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
 - (ii) the burden of persuading the Commission that the service should be refused or should not be restored.
5. 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 San Diego office concerning any provision of this rule.

6. RULES AND REGULATIONS (Continued)

RULE 11 DISCONTINUANCE AND RESTORATION OF SERVICE (Continued)

11.3 LEGAL REQUIREMENTS FOR REFUSAL OR DISCONTINUANCE OF SERVICE (Continued)

6. At the expiration of fifteen 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.

7. 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.

6. RULES AND REGULATIONS (Continued)
RULE 11 DISCONTINUANCE AND RESTORATION OF SERVICE (Continued)

11.3 LEGAL REQUIREMENTS FOR REFUSAL OR DISCONTINUANCE OF SERVICE (Continued)

8. The term person, as used herein, includes a subscriber to communications service, an applicant for such service, or corporation, a company, a co-partnership, an associations, a political subdivision, a public officer, a governmental agency, and an individual.
9. 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.

FOR THE INFORMATION OF OUR CUSTOMERS, THE ADDRESSES OF THE COMMISSION'S OFFICES ARE AS FOLLOWS:

For Northern California:
State Building
505 Van Ness Avenue
San Francisco, CA 94102

For Southern California:
State Building
107 South Broadway
San Diego, CA 90012

RULE 12 OPTIONAL RATES AND INFORMATION PROVIDED TO THE PUBLIC

The Company will promptly advise Customers who may be affected of new, revised or optional rates applicable to their service.

Pertinent information regarding the Company's services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's local business address.

6. RULES AND REGULATIONS (Continued)

RULE 13 TEMPORARY SERVICE

Temporary service will be provided if such service provision is consistent with the best interest of the Company.

RULE 14 CONTINUITY OF SERVICE

In the event of prior knowledge of an interruption of service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

RULE 15 EXTENSIONS

Not applicable.

6. RULES AND REGULATIONS (Continued)

RULE 16 SERVICE CONNECTIONS AND FACILITIES ON CUSTOMER'S PREMISES

16.1 PROVISION OF EQUIPMENT AND FACILITIES

All services along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.

The Company may undertake to use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

The Company undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer, joint user, or authorized user may not, nor may he permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

Equipment the Company provides or installs at the Customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided the equipment.

The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer, joint user, or authorized user when the service difficulty or trouble report results from the use of equipment or facilities the Customer, joint user, or authorized user provided.

6. RULES AND REGULATIONS (Continued)

RULE 16 SERVICE CONNECTIONS AND FACILITIES ON CUSTOMER'S PREMISES (Continued)

16.1 PROVISION OF EQUIPMENT AND FACILITIES (Continued)

The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities; subject to this responsibility the Company shall not be responsible for:

- (i) The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (ii) The reception of signals by Customer provided equipment.

6. RULES AND REGULATIONS (Continued)

RULE 16 SERVICE CONNECTIONS AND FACILITIES ON CUSTOMER'S PREMISES (Continued)

16.1 PROVISION OF EQUIPMENT AND FACILITIES (Continued)

The Customer, authorized user, or joint user is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Cox Service and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

Cox California Telcom, L.L.C. Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier which are applicable to such connections.

6. RULES AND REGULATIONS (Continued)

RULE 16 SERVICE CONNECTIONS AND FACILITIES ON CUSTOMER'S PREMISES (Continued)

16.2 SHORTAGE OF EQUIPMENT OR FACILITIES

The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of a lack of facilities, or due to any other cause beyond the Company's control.

The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

16.3 PROHIBITED USES

The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.

The Company may require applicants for service who intend to use the Company's offerings 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 CPUC regulations, policies, orders, and decisions.

6. RULES AND REGULATIONS (Continued)

RULE 16 SERVICE CONNECTIONS AND FACILITIES ON CUSTOMER'S PREMISES (Continued)

16.3 PROHIBITED USES (Continued)

The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer shall not, without prior written consent of the Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.

The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

Customer use of any resold service obtained from other service providers shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.

A Customer, joint user, or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

6. RULES AND REGULATIONS (Continued)

RULE 16 SERVICE CONNECTIONS AND FACILITIES ON CUSTOMER'S PREMISES (Continued)

16.4 NON-ROUTINE INSTALLATION

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours (9:00 a.m. - 5:00 p.m.) or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

16.5 SPECIAL CONSTRUCTION

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer.

6. RULES AND REGULATIONS (Continued)

RULE 16 SERVICE CONNECTIONS AND FACILITIES ON CUSTOMER'S PREMISES (Continued)

16.5 SPECIAL CONSTRUCTION (Continued)

Special construction is that construction undertaken:

- (i) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (ii) of a type other than that which the Company would normally undertake in the furnishing of its services;
- (iii) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (iv) in a quantity greater than that which the Company would normally construct;
- (v) on an expedited basis;
- (vi) on a temporary basis until permanent facilities are available;
- (vii) involving abnormal costs; or
- (viii) in advance of its normal construction.

Special construction charges will be determined on an individual case basis.

6. RULES AND REGULATIONS (Continued)

RULE 16 SERVICE CONNECTIONS AND FACILITIES ON CUSTOMER'S PREMISES (Continued)

16.6 OBLIGATIONS OF THE CUSTOMER

The Customer shall be responsible for:

The payment of all applicable charges as set forth in this tariff:

Damage or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, authorized user, or joint user or the non-compliance by the Customer, authorized user, or joint user with these regulations, or by fire or theft or other casualty on the premises of the Customer, authorized user, or joint user unless caused by the negligence or willful misconduct of the employees or agents of the Company;

Providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, authorized user, or joint user and the level of heating and air conditioning necessary to maintain the proper environment on such premises;

6. RULES AND REGULATIONS (Continued)

RULE 16 SERVICE CONNECTIONS AND FACILITIES ON CUSTOMER'S PREMISES (Continued)

16.6 OBLIGATIONS OF THE CUSTOMER (Continued)

Obtaining, maintaining, and otherwise having full responsibility for all rights of way and conduit necessary for installation of facilities and associated equipment used to provide Switched Access Service to the Customer, authorized user, or joint user from the point of entry to the termination point of the Customer's premises. Any and all costs associated with the obtaining and maintaining of the rights of way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if harm to the Company's employees or property might result from installation or maintenance by the Company.

6. RULES AND REGULATIONS (Continued)

RULE 16 SERVICE CONNECTIONS AND FACILITIES ON CUSTOMER'S PREMISES (Continued)

16.6 OBLIGATIONS OF THE CUSTOMER (Continued)

Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible, and obtaining permission for Company agents or employees to enter the premises of the Customer, authorized user, or joint user at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of service as stated herein, removing the facilities or equipment of the Company;

Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

Keeping the Company's equipment and facilities located on the Customer's premises or rights-of-way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's services or from the locations of such equipment and facilities.

6. RULES AND REGULATIONS (Continued)

RULE 16 SERVICE CONNECTIONS AND FACILITIES ON CUSTOMER'S PREMISES (Continued)

16.7 STATION EQUIPMENT

Customer provided terminal equipment on the premises of the Customer, authorized user, or joint user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user. Conformance of Customer provided station equipment with the FCC Rules is the responsibility of the Customer.

The Customer, authorized user, or joint user is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

6. RULES AND REGULATIONS (Continued)

RULE 17 MEASUREMENT OF SERVICE

Not applicable.

RULE 18 TESTS AND ADJUSTMENT OF BILLS FOR ERROR

18.1 TESTING AND ADJUSTING

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

18.2 INSPECTIONS

Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer, authorized user, or joint user is complying with the requirements set forth above for the installation, operation, and maintenance of Customer provided facilities, equipment, and wiring in the connection of Customer provided facilities and equipment to Company owned facilities and equipment.

If the protective requirements for Customer provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within (10) days of receiving this notice, the Customer must take such action. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm.

6. RULES AND REGULATIONS (Continued)

RULE 19 SUPPLY TO SEPARATE PREMISES AND RESALE

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Switched Access Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

Metropolitan Area Network Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier which are applicable to such connections.

19.1 INTERCONNECTION PROVISIONS

Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

19.2 JOINT USE ARRANGEMENTS

Joint use arrangements will be permitted for all services offered pursuant to this tariff. From each joint use arrangement, one member will be designated the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from this Customer. Without affecting the Customer's ultimate responsibility for payment of all charges of the service, each joint user shall be responsible for the payment of the charges billed to it.

6. RULES AND REGULATIONS (Continued)

RULE 19 SUPPLY TO SEPARATE PREMISES AND RESALE (Continued)

19.3 OWNERSHIP OF FACILITIES

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in any of the fiber optic or other facilities and associated equipment provided by the Company hereunder.

19.4 RIGHTS-OF-WAY

Cox will mutually negotiate with LECs and CLCs for access to and charges for rights-of-way, conduits, pole attachments, and building entrance facilities on a nondiscriminatory basis.

The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such rights-of-way.

6. RULES AND REGULATIONS (Continued)

RULE 19 SUPPLY TO SEPARATE PREMISES AND RESALE (Continued)

19.5 SERVICES PROVIDED BY OTHER CARRIERS

The Company shall have no responsibility with respect to billings, charges or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional and long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

19.6 GOVERNMENTAL AUTHORIZATIONS

The provision of Cox Services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

6. RULES AND REGULATIONS (Continued)

RULE 19 SUPPLY TO SEPARATE PREMISES AND RESALE (Continued)

19.7 TERM

The minimum term for any Cox Service shall be monthly, unless otherwise agreed by the Company. The Customer and Company may agree to longer minimum terms for particular services.

19.8 MOVES, ADDS, AND CHANGES

Upon receipt of written notice from the Customer, the Company will add, delete or change locations or features of specific lines and equipment. The Company shall charge the Customer a non-recurring charge for such service. In the event that in excess of 10% of the lines and equipment that were installed are deleted, the Customer will be subject to the Company's standard termination charges.

6. RULES AND REGULATIONS (Continued)

RULE 20 JURISDICTION

Service is only provided within the State of California. There are no restrictions on service to specific locations within the State of California unless otherwise indicated pursuant to this tariff.

RULE 21 JURISDICTIONAL REPORT REQUIREMENTS

For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected Percent Interstate Usage (PIU) factor as follows. For originating access minutes, when the call detail is adequate to determine the appropriate jurisdiction, the projected PIU factor will be developed on a monthly basis by end office, by dividing the measured interstate originating 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 access minutes.

For terminating access minutes, the data used by the Company to develop the projected PIU factor for originating access minutes will be used to develop the projected PIU factor for such terminating access minutes.

For terminating access minutes, the Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the company with an interstate percentage of FGD terminating access minutes for each account or state to which the Customer may terminate traffic. If a state level PIU is provided by the Customer, the percentage will be applied to all accounts to which the Customer may terminate traffic within the state.

6. RULES AND REGULATIONS (Continued)

RULE 21 JURISDICTIONAL REPORT REQUIREMENTS (Continued)

Effective on the first of January, April, July and October of each year, the Customer may update the interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first of the 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. Except where the Company is billing according to actual use by jurisdiction, the revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. No prorating or back billing will be done based on that report. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as those provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the initial order for service.

The Customer reported projected PIU will be used for the apportionment of any monthly rates or nonrecurring charges associated with FGD Services until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to project interstate percentage of use as set forth preceding. Where call detail is insufficient to make such a determination, the Customer will be requested to project an interstate percentage of use to be used by the Company for such apportionment.

6. RULES AND REGULATIONS (Continued)

RULE 21 JURISDICTIONAL REPORT REQUIREMENTS (Continued)

The Customer shall keep sufficient detail from which the percent of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.

RULE 22 LIMITATION OF LIABILITY

- (A) Cox'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, termination, maintenance, repair or restoration of service, preemption, and subject to the provisions of (B) through (G) following Cox's liability, 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) Cox shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall Cox for its own act or omission hold liable any other carrier or customer providing a portion of a service.

6. RULES AND REGULATIONS (Continued)

RULE 22 LIMITATION OF LIABILITY (Continued)

- (C) Cox is not liable for damages to the customer's premises or an Expanded Interconnection Service License Space resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by Cox's negligence.

- (D) Cox shall be indemnified, defended and held harmless by the end user or collocator against any claim, loss or damage arising from the end user's use of its 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 Cox in connection with facilities or equipment furnished by the end user or customer 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.

6. RULES AND REGULATIONS (Continued)

RULE 22 LIMITATION OF LIABILITY (Continued)

- (E) Cox shall be indemnified, defended and held harmless by the customer including a collocator against any claim, loss or damage arising from the customer's user of services offered under this tariff, involving:
- (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;
 - (2) Claims for patent infringement arising from the customer's acts combining or using the service furnished by Cox in connection with facilities or equipment furnished by the end user or customer or;
 - (3) All other claims arising out of any act or omission of the customer in the course of using services provided pursuant to this tariff..
 - (4) Any fines, penalties, losses, costs, damages, injuries, expenses, claims, liens, encumbrances, or other liability as a result of injury or death, destruction or property loss, including environmental contamination and clean-up costs, except that which is solely caused by Cox's negligence or willful misconduct.

6. RULES AND REGULATIONS (Continued)

RULE 22 LIMITATION OF LIABILITY (Continued)

- (F) Cox does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. Cox shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to such customer's user of services so provided.
- (G) No license under patents (other than the limited license to use) is granted by Cox or shall be implied or arise by estoppel, with respect to any service offered under this tariff. Cox 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) Cox's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against Cox, acts of God and other circumstances beyond Cox's reasonable control, subject to the Credit Allowance for a Service Interruption.
- (I) Cox shall be liable to a collocator only for and to the extent of any physical damage directly and primarily caused by the negligence of Cox's agents or employees to the collocator's facilities or equipment occupying Cox's property. Cox shall not be liable to a collocator or customers of a collocator for any interruption with the operation of a collocator's facilities arising in any manner of a collocator's use of Licensed Space, unless caused by Cox's willful misconduct.

7. TAXES AND SURCHARGES

The Customer is responsible for the payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges (excluding taxes on the Company's net income) imposed on or based upon the provision, sale, or use of Dedicated Access Service purchased by end-user customers.

All such taxes and surcharges shall be itemized on Cox California Telcom, L.L.C.'s bills to the Customer.

7.1 SURCHARGE TO FUND C.P.U.C. REIMBURSEMENT FEE

Applicability

This surcharge is for the purpose of funding the C.P.U.C. and applies to the aggregate amount of intrastate Customer billings.

Rates

A 0.11% surcharge will be applied to all intrastate Customer billings as they appear on the Customer's bill. The surcharge will be applied to the Customer's bill for intrastate services that appear on that particular bill.

SECTION 8 - CUSTOMER SPECIFIC CONTRACTS

8.1 General

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

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

Upon the Customer's prior written request, the Company will make rates, terms and conditions that are available to any other similarly situated Customer that desires to execute an agreement with the Company on the terms and conditions of this Section together with other terms and conditions offered to similarly situated customers contracting for similar arrangements for service.

8.2 Switched Access Services Minutes of Use Contract Rates

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

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

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

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

(N)

(N)

SECTION 8 - CUSTOMER SPECIFIC CONTRACTS

(N)

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

8.2.5 The applicable discounts will be applied to the intrastate Switched Access minutes of use billed in the first billing cycle which occurs fifteen (15) days after the end of the last month used to calculate the Rolling Average. (By way of example, if Customer's average Dedicated Service Purchase Level is \$1,250,000.00, for the months of January, February, and March 2007 (add total for each month then divide by 3), then Company shall apply a 15% discount to interstate minutes of use delivered via direct trunks, a 7% discount to interstate minutes of use delivered via tandem trunks, a 35% discount to intrastate minutes of use delivered via direct trunks, and a 17% discount to intrastate minutes of use delivered via tandem trunks in the billing cycles for the month of April, 2007 which occur more than fifteen days after the end of March, 2007. At the end of April, 2007, the month of January 2007 will be replaced by April, 2007 to calculate the Rolling Average). After applying the discount to then effective tariffed per minute-of-use Switched Access rate if the discounted rate falls below the then currently published ILEC rate in the applicable service area/state, the actual rate billed will be the ILEC rate.

8.2.6 Term of contract The Company will enter into contracts under this Section 8 for terms of not less than five (5) years.

8.2.7 Service Availability All services purchased under contract are subject to the availability of network facilities as determined solely by the Company. While the Company may have the right to provide services within the service area, not all services offered by the Company may be available throughout a particular service area. Contracts under this Section apply only to the Company's On Net buildings or locations. Off Net services and services requiring Type II facilities may be provided on an ICB basis solely at the Company's discretion.

8.2.8 Volume Commitments There is no purchase volume commitments required of the Customer to purchase Dedicated Access or Ethernet services under the contract.

8.2.9 Termination Liability All Dedicated Access and Ethernet services ordered by the Customer shall be subject to Early Termination Liability charges if the Customer cancels service prior to installation, fails to complete of the Minimum Service Term, or the Company cancels the service due to Customer's failure to comply with the terms of the contract.

8.2.10 Service Orders In all cases, to order services, the Customer shall submit to the Company through the Company's established ordering process an industry standard Access Service Request (ASR), with all the required data fields completed. The Company shall respond to the Customer as follows: (a) provide the Customer with a Firm Order Confirmation ("FOC") accepting Customer's ASR; (b) provide the Customer with a FOC with a different service delivery date or conditions of Service; or (c) reject the ASR from the Customer.

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

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

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

(N)

SECTION 8 - CUSTOMER SPECIFIC CONTRACTS

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

8.2.14 **Additional Terms and Conditions** Contracts for service under this Section shall contain additional terms and conditions of service offered by the Company to similarly situated Customer

Intrastate Switched Access Discounts

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

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

8.3 **800/8YY Charge Contract Rates**

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

(N)

(N)