

ACCESS TELECOMMUNICATIONS SERVICES TARIFF
OF
COMMON POINT LLC

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for competitive tandem switched access telecommunication services within the State of Minnesota by Common Point LLC. This tariff is on file with the Minnesota Public Utilities Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business at 3130 Pleasant Run, Springfield, Illinois, 62711 or online at www.commonpointtandem.com.

Issued: August 09, 2012

Effective: September 09, 2012

By: Joseph O'Hara
CFO ANPI, LLC, its manager
Common Point LLC
3130 Pleasant Run
Springfield, IL 62711

CHECK SHEET

Current sheets in this tariff are as follows.

| Page | Revision | Page | Revision | Page | Revision |
|-------------|-----------------|-------------|-----------------|-------------|-----------------|
| Title | Original | 40 | Original | | |
| 1 | Original | 41 | Original | | |
| 2 | Original | 42 | Original | | |
| 3 | Original | 43 | Original | | |
| 4 | Original | 44 | Original | | |
| 5 | Original | 45 | Original | | |
| 6 | Original | 46 | Original | | |
| 7 | Original | 47 | Original | | |
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| 39 | Original | | | | |

** New or Revised Page*

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TABLE OF CONTENTS

| | |
|------------------------------|-----------|
| Title Page | Page 1 |
| Check Sheet | Page 2 |
| Table of Contents | Page 3 |
| Concurring Carriers | Page 4 |
| Connecting Carriers | Page 4 |
| Other Participating Carriers | Page 4 |
| Explanation of Symbols | Page 5 |
| GENERAL REGULATIONS | Section 1 |
| RULES AND REGULATIONS | Section 2 |
| SWITCHED ACCESS | Section 3 |
| SPECIAL ARRANGEMENTS | Section 4 |
| RATES AND CHARGES | Section 5 |

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) To signify changed regulation
- (D) To signify discontinued rate or regulation
- (I) To signify rate increase
- (M) To signify matter relocated without change
- (N) To signify new rate or regulation
- (R) To signify rate reduction
- (T) To signify a change in text but no change in rate or regulation

CONTENTS

SECTION 1 - GENERAL REGULATIONS

| | PAGE |
|--------------------------------------|------|
| 1.1 APPLICATION OF TARIFF..... | 6 |
| 1.2 DEFINITIONS | 7 |
| 1.3 UNDERTAKING OF THE COMPANY | 10 |

By: Joseph O'Hara
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SECTION 1 - GENERAL REGULATIONS**1.1 APPLICATION OF TARIFF**

- 1.1 This Tariff contains regulations, rates and charges applicable to the provision of competitive tandem switched access telecommunications services by Common Point LLC, hereinafter referred to as the “Company”, with its principal address at 3130 Pleasant Run, Springfield, IL 62711 for communications within the State of Minnesota. This Tariff is on file with the Minnesota Public Utilities Commission and copies may be inspected during normal business hours at the Company’s principal place of business at 3130 Pleasant Run, Springfield, Illinois, 62711 or online at www.commonpointtandem.com.
- 1.2 The Company may, from time to time and in particular circumstances provide discounts or promotional offerings or otherwise waive or modify these general rates and regulations for potential customers, in conformance with this Tariff and the rules, regulations, and orders of the Commission.

SECTION 1 - GENERAL REGULATIONS**1.2 DEFINITIONS**

ACCESS CODE - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 101XXXX, 950-0XXX, or 950-1XXX.

ACCESS MINUTES - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

ACCESS TANDEM - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

ANSWER SUPERVISION - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

CALL - A Customer attempt for which the complete address code is provided to the service end office.

CARRIER OR COMMON CARRIER - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

CENTRAL OFFICE - A local Company switching system where exchange service Customer station loops are terminated for purposes of interconnection to each other and to trunks.

CHANNEL - A communications path between two or more points of termination.

COMMISSION - Refers to the Minnesota Public Utilities Commission, unless otherwise indicated.

COMMUNICATIONS SYSTEM - Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

COMPANY - Common Point LLC

CUSTOMER - Any individual, partnership, association, corporation or other entity which subscribes to the services offered under this Tariff, including both Interexchange Carriers.

CUSTOMER DESIGNATED PREMISES - The premises specified by the Customer for termination of Access Services.

DUAL TONE MULTIFREQUENCY (DTMF) - Tone signaling, also known as touch tone signaling.

END OFFICE SWITCH - A Company switching system where exchange service Customer station loops are terminated for purposes of interconnection to each other and to trunks.

SECTION 1 - GENERAL REGULATIONS**1.2 DEFINITIONS (Cont'd)**

ENTRY SWITCH - First point of switching.

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

FACILITIES - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this Tariff.

FIRST POINT OF SWITCHING - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

INTERSTATE COMMUNICATIONS - Any communications with that crosses over a state boundary. Interstate Communications includes interstate and international communications.

INTRASTATE COMMUNICATIONS - Any communication which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

MESSAGE - A Message is a Call as defined above.

OFF-HOOK - The active condition of Switched Access Service or a telephone exchange line.

SECTION 1 - GENERAL REGULATIONS**1.2 DEFINITIONS (Cont'd)**

ON-HOOK - The idle condition of Switched Access Service or a telephone exchange line.

ORIGINATING DIRECTION - The origination of calls from an Customer's End User premises premises.

POINT OF TERMINATION - The point of demarcation within a Customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

PREMISES - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

SERVING WIRE CENTER - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

SPECIAL ACCESS CIRCUIT - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

TERMINATING DIRECTION - The completion of calls to a Customer's End User premises.

TRANSMISSION PATH - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

TRUNK - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

TRUNK GROUP - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

WIRE CENTER - A physical location in which one or more central offices, used for the provision of exchange services, are located.

SECTION 1 - GENERAL REGULATIONS

1.3 UNDERTAKING OF THE COMPANY

The Company shall be responsible only for the installation, operation and maintenance of service which it provides and does not undertake to transmit messages under this Tariff.

Services provided under this Tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this Tariff.

CONTENTS

SECTION 2 - RULES AND REGULATIONS

| | PAGE |
|--|------|
| 2.1 USE OF FACILITIES AND SERVICE | 12 |
| 2.2 MINIMUM PERIOD OF SERVICE | 14 |
| 2.3 PAYMENT FOR SERVICES RENDERED..... | 15 |
| 2.4 DEPOSIT AND GUARANTEE REQUIREMENTS | 16 |
| 2.5 ADVANCE PAYMENTS | 19 |
| 2.6 CUSTOMER COMPLAINTS AND BILLING DISPUTES | 19 |
| 2.7 INSPECTION, TESTING AND ADJUSTMENT | 20 |
| 2.8 SUSPENSION OR TERMINATION OF SERVICE..... | 21 |
| 2.9 OBLIGATIONS OF THE CUSTOMER..... | 25 |
| 2.10 DETERMINATION OF MILEAGE | 29 |
| 2.11 CALCULATION OF MILEAGE..... | 30 |
| 2.12 LIMITATIONS OF LIABILITY | 31 |

SECTION 2 - RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Use of Service

- A) Service may be used for any lawful purpose by the Customer.
- B) The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- C) Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state and local laws.
- D) Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its Customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

SECTION 2 - RULES AND REGULATIONS**2.1 USE OF FACILITIES AND SERVICE (Cont'd)****2.1.2 Limitations**

- A) Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this Tariff.
- B) The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this Tariff), or when service is used in violation of provisions of this Tariff or the law.
- C) The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this Tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D) The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- E) The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

SECTION 2 - RULES AND REGULATIONS**2.1 USE OF FACILITIES AND SERVICE (Cont'd)****2.1.3 Use and Ownership of Equipment**

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

2.2 MINIMUM PERIOD OF SERVICE

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

SECTION 2 - RULES AND REGULATIONS**2.3 PAYMENT FOR SERVICE RENDERED**

- 2.3.1 Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred. Collection fees on overdue charges shall begin to accrue when the Account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company.
- 2.3.2 The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, its End Users or Customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company in accordance with Section 2.6 following.
- 2.3.3 A service charge of up to \$30.00 may be imposed immediately on any dishonored check by the payee or holder of the check, regardless of mailing a notice of dishonor, if notice of the service charge was conspicuously displayed on the premises when the check was issued. Only one service charge shall be imposed for each dishonored check. The displayed notice shall also include a provision notifying the issuer of the check that civil penalties may be imposed for nonpayment. The foregoing shall not limit the Company's right to discontinue service for returned checks or drafts.
- 2.3.4 Application of Late Payment Charge
- Late payment charges do not apply to final accounts.

SECTION 2 - RULES AND REGULATIONS**2.4 DEPOSIT AND GUARANTEE REQUIREMENTS**

2.4.1 The Company may require a deposit or guarantee of payment from any Customer or applicant who has not established good credit with the Company. Deposit or guarantee of payment requirements as prescribed by the Company are based upon standards which bear a reasonable relationship to the assurance of payment. The Company reserves the right to examine the credit record of the Customer, except as herein restricted:

1. A Customer, who within the last 12 months has not had service disconnected for nonpayment of a bill and has not been liable for disconnection of service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit.
2. The Company shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this chapter.
3. The Company shall not use any credit reports other than those reflecting the purchase of utility services to determine the adequacy of a Customer's credit history with the permission in writing of the Customer. Any credit history so used shall be bailed to the Customer in order to provide the Customer the opportunity to review the data. Refusal of a Customer to permit use of a credit rating or credit service other than that of a utility shall not affect the determination by the Company as to that Customer's credit history.

SECTION 2 - RULES AND REGULATIONS**2.4 DEPOSIT AND GUARANTEE REQUIREMENTS (Cont'd)****2.4.1 (Cont'd)**

4. When required, a Customer may assure payment by submitting a deposit. The amount of the security deposit shall not exceed an estimated two months' gross bill or existing two months' bill where applicable. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the Company, except where such bill has been discharged in bankruptcy. The Company shall not require a deposit without explaining in writing why that deposit is being required and under what conditions, if any, the deposit will be diminished upon return. The deposit shall be refunded to the Customer after 12 consecutive months of prompt payment of all bills to the Company. The Company may, at its option, refund the deposit by direct payment or as a credit on the bill. With notice any deposit of a Customer shall be applied by the Company to a bill when the bill has been determined by the Company to be delinquent. The Company shall issue a written receipt of deposit to the Customer from whom a deposit is received and shall provide a means whereby a depositor may establish a claim if the receipt is unavailable.

2.4.3 Interest shall be paid on deposits in excess of \$20 at the rate set by the Commissioner of the Department of Commerce as required by Minnesota Statutes §325E.02. The interest rate may be found on the Department of Commerce website at www.commerce.state.mn.us. Interest on deposit shall be payable from the date of deposit to the date of refund or disconnection.

2.4.4 Upon termination of service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned within 45 days to the Customer.

2.4.5 The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

2.4.6 If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

SECTION 2 - RULES AND REGULATIONS**2.4 DEPOSIT AND GUARANTEE REQUIREMENTS (Cont'd)****2.4.7 Guarantee of Payment**

The Company may accept, in lieu of deposit, a contract signed by a guarantor satisfactory to the Company whereby payment of a specified sum, not exceeding the deposit requirement, is guaranteed. The term of such contract shall be for no longer than 12 months, but shall automatically terminate after the Customer has closed and paid the account with the Company, or at the guarantor's request upon 60 days' written notice to the Company. Upon termination of a guarantee contract or whenever the Company deems same insufficient as to amount or surety, a cash deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the Customer.

The service of any Customer who fails to comply with these requirements may be disconnected upon notice as prescribed in the Minnesota Rules. The Company shall mail the guarantor copies of all disconnect notices sent to the Customer whose account he has guaranteed unless the guarantor waives such notice in writing.

SECTION 2 - RULES AND REGULATIONS**2.5 ADVANCE PAYMENTS**

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to at least one month's service and/or installation charges which may be applicable, in addition to such special construction and installation charges as are to be borne by the applicant. The amount of the advance payment is credited to the Customer's account on the first bill rendered. Federal, State or Municipal governmental agencies may not be required to make advance payments.

2.6 CUSTOMER COMPLAINTS AND BILLING DISPUTES

Customers may register any inquiry or complaint at:

Common Point, LLC
3130 Pleasant Run
Springfield, IL 62711
Tel: 1-877-366-2674
Email: regulatoryaffairs@anpisolutions.com
Web: www.commonpointtandem.com

Any objection to billed charges should be reported promptly to the Company. If, after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Minnesota Public Utilities Commission
Consumer Affairs Office
121 7th Place E, Suite 350
St. Paul, MN 55101-2147
Metro: 651-296-0406
Non-Metro: 1-800-657-3782
Fax: 651-297-7073
Email: consumer.puc@state.mn.us
Web: www.puc.state.mn.us

The undisputed portion and subsequent bills must be paid on a timely basis or service shall be subject to cancellation under Section 2.8 following. The Company shall communicate to the Customer the results of such investigation and review as soon as reasonably possible. If the dispute notification is not made within thirty (30) days of the bill date, the bill will be considered final.

SECTION 2 - RULES AND REGULATIONS**2.7 INSPECTION, TESTING AND ADJUSTMENT**

- 2.7.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.7.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
- 2.7.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

SECTION 2 - RULES AND REGULATIONS**2.8 SUSPENSION OR TERMINATION OF SERVICE****2.8.1 Disconnection of Service**

- A) The Company may disconnect service to a Customer without notice under the following conditions:
1. In the event of tampering with the Company's equipment;
 2. In the event of a condition determine to be a hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company; or
 3. In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- B) The Company may disconnect service to a Customer without notice under the following conditions after giving Customer five (5) days' (excluding Sundays and legal holidays) notice:
1. For failure of the Customer to pay a bill for service when due;
 2. For failure of the Customer to meet the Company's deposit and credit requirements;
 3. For failure of the Customer to make proper application for service;
 4. For Customer's violation of any of the Company's rules on file with the Commission;
 5. For failure of the Customer to provide the Company reasonable access to its equipment and property;
 6. For Customer's breach of the contract for service between the Company and the Customer;
 7. For failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service;
 8. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- C) Service will not be disconnect on any Friday, Saturday, Sunday or legal holiday, or at any time when the Company's business offices are not open to the public, except where an emergency exists.

SECTION 2 - RULES AND REGULATIONS

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.2 Suspension or Termination of Service - Exceptions to Suspension and Termination

Access service shall not be suspended or terminated for:

- A) Nonpayment of bills rendered for charges other than access service or deposits requested in connection with access service;
- B) Nonpayment for service for which a bill has not been rendered;
- C) Nonpayment for service which have not been rendered;
- D) Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.
- E) Access service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

2.8.3 Verification of Nonpayment

Access service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless the Company has verified, in a manner approved by the Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice.

SECTION 2 - RULES AND REGULATIONS**2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)****2.8.4 Termination For Cause Other Than Nonpayment****A) General**

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within twenty (20) days after written notification.

B) Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of Tariff charges;
2. Permitting fraudulent use.

SECTION 2 - RULES AND REGULATIONS**2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)****2.8.4 Termination For Cause Other Than Nonpayment (cont'd)****C) Abandonment or Unauthorized Use of Facilities**

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service.
2. In the event that access service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:
 - a. No charge shall apply for the period during which service had been terminated, and
 - b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

D) Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

2.8.5 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

SECTION 2 - RULES AND REGULATIONS**2.9 OBLIGATIONS OF THE CUSTOMER****2.9.1 Damages**

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

2.9.2 Ownership of Facilities

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

SECTION 2 - RULES AND REGULATIONS**2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)****2.9.3 Equipment Space and Power**

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

2.9.4 Testing

The services provided under this Tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2.9.5 Design of Customer Services

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

2.9.6 Network Contingency Coordination

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

SECTION 2 - RULES AND REGULATIONS**2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)****2.9.7 Jurisdictional Reports**

For Switched Access services, the Company will use the percentage of interstate originating Feature Group D usage to determine the Percent of Interstate Usage (PIU) to apply to all other switched access services provided by the Company to the Customer.

For Switched Access Services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and annually thereafter, report the PIU and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected PIU that applies to the total trunk group. The revised report will serve as the basis for future billing and will be effective on the next bill date.

No pro-rating or back-billing will be done based on the report. The Company may require call detail records to substantiate any projected PIU provided to the Company. In the event that the required jurisdictional report is not provided, the Company recorded or estimated PIU will be applied to the bill.

The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

SECTION 2 - RULES AND REGULATIONS

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.9.8 Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in Section 2.9.7 will serve as the basis for prorating the charges.

SECTION 2 - RULES AND REGULATIONS

2.10 DETERMINATION OF MILEAGE

Service for which rates are mileage sensitive are rated on the airline distance between the Company's switch location and Customer-designated premises or the end office of the Customer-designated premises.

SECTION 2 - RULES AND REGULATIONS**2.11 CALCULATION OF MILEAGE**

Airline mileage, where mileage is the basis for rating calls, is obtained by using the "V" and "H" coordinates assigned to each rate center and contained in NECA FCC Tariff No. 4 or successor Tariffs. To determine the airline distance between any two locations, proceed as follows:

- a. Obtain the "V" and "H" coordinates for each location. The "V" coordinate is the first four digits in the "VH" column. The "H" coordinate is the next four digits.
- b. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
- c. Square each difference obtained in step b., above.
- d. Add the square of the "V" difference and the "H" difference obtained in step c., above.
- e. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.
- f. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

Formula:

$$\sqrt{\frac{(V_1-V_2)^2+(H_1-H_2)^2}{10}}$$

SECTION 2 - RULES AND REGULATIONS**2.12 LIMITATIONS OF LIABILITY****2.12.1 LIABILITY**

- A) The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this Tariff.
- B) The Company is not liable for any act or omission of any other communications utility which furnishes a portion of a tariffed service.
- C) The Company is not liable for damages associated with service which it does not furnish.
- D) The Company shall be indemnified, defended and held harmless against any claim, loss or damage arising from the use of service offered under this Tariff, involving:
 - 1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
 - 2. Claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others or;
 - 3. All other claims arising out of any act or omission of others in the course of using services provided pursuant to this Tariff.
 - 4. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer and authorized user from any and all claims by any person relating to the services provided.

SECTION 2 - RULES AND REGULATIONS

2.12 LIMITATIONS OF LIABILITY (Cont'd)

2.12.1 LIABILITY (Cont'd)

D) (Cont')

5. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppels, with respect to any service offered under this Tariff. The Company will defend the Customer and authorized user against claims of patent infringement arising solely from the use by the Customer or authorized user of services offered under this Tariff and will indemnify such Customer or authorized user for any damages awarded based solely on such claims.
6. The Company's failure to provide or maintain services under this Tariff shall be excused by labor difficulties, governmental orders, civil commotions, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations, acts of God and other circumstances beyond the Company's reasonable control.

E) Defacement of Premises

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

CONTENTS

SECTION 3 - SWITCHED ACCESS SERVICE

| | PAGE |
|--------------------------------------|------|
| 3.1 GENERAL..... | 34 |
| 3.2 RATE CATEGORIES | 34 |
| 3.3 OBLIGATIONS OF THE COMPANY..... | 36 |
| 3.4 OBLIGATIONS OF THE CUSTOMER..... | 39 |
| 3.5 RATE REGULATIONS | 40 |

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

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

The application of rates for Switched Access Service is described in Section 3.2 following.

3.2 RATE CATEGORIES

The rate categories that apply to Switched Access Service, as provided by Company, are:

- Tandem Switching
- Tandem Switched Transport
Tandem Switched Facility
Tandem Switched Termination

SECTION 3 - SWITCHED ACCESS SERVICE**3.2 RATE CATEGORIES (Cont'd)****3.2.1 Service Definition**

Tandem Switched Transport facilities are shared trunks that carry the combined traffic of more than one Interexchange Carrier from an end office to an access tandem where the calls are then switched onto trunks that are dedicated to individual Interexchange Carriers for transport from the access tandem to the serving wire center. Tandem Switched Transport service is provisioned in two parts: (1) transmission from the end office to the tandem over shared circuits; (2) the tandem switching function itself.

3.2.2 Billing Components

Tandem Switched Transport service is billed in two parts as applicable: (1) A usage-based, distance sensitive Tandem Switched Facility charge applied to the shared interoffice transmission between the end office and the tandem. In addition, a usage-based Tandem Switched Termination charge is applied at each end of each measured Tandem Switched Facility segment. Distance is measured in airline miles between the end office and the tandem. Additionally, if the mileage is zero, no Facility or Termination charges apply; (2) A usage-based Tandem Switching charge is applied at each tandem that performs a tandem switching function.

SECTION 3 - SWITCHED ACCESS SERVICE**3.3 OBLIGATIONS OF THE COMPANY**

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

3.3.1 Network Management

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

SECTION 3 - SWITCHED ACCESS SERVICE**3.3 OBLIGATIONS OF THE COMPANY (Cont'd)****3.3.2 Design and Traffic Routing of Switched Access Service**

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

SECTION 3 - SWITCHED ACCESS SERVICE**3.3 OBLIGATIONS OF THE COMPANY (Cont'd)****3.3.3 Provision of Service Performance Data**

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

3.3.4 Trunk Group Measurements Reports

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

SECTION 3 - SWITCHED ACCESS SERVICE**3.4 OBLIGATIONS OF THE CUSTOMER**

The Customer has certain specific obligations pertaining to the use of Switched Access Service.

3.4.1 Report Requirements

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

(A) Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2 preceding. Charges will be apportioned in accordance with those reports.

(B) Code Screening Reports

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

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company option to ensure acceptable service levels

3.4.2 On and Off-Hook Supervision

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

3.4.3 Trunk Group Measurements Reports

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

SECTION 3 - SWITCHED ACCESS SERVICE

3.5 RATE REGULATIONS

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

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

3.5.1 Minimum Periods

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

SECTION 3 - SWITCHED ACCESS SERVICE**3.5 RATE REGULATIONS (Cont'd)****3.5.2 Cancellation of Access Service Order**

A Customer may cancel an Access Order for the installation of service on any date prior to notification by the Company that service is available for the Customer's Use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or its End User is unable to accept Access Service within 30 calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

Prior to Firm Order Confirmation Date:

If an Access Order is canceled prior to the Firm Order Confirmation date, no charges will apply.

On or After Firm Order Confirmation Date:

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a charge equal to the cost incurred in such installation less net salvage, or the charge for the minimum period.

CONTENTS

SECTION 4 - SPECIAL ARRANGEMENTS

| | PAGE |
|---|------|
| 4.1 SPECIAL CONSTRUCTION..... | 43 |
| 4.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE | 44 |
| 4.3 INDIVIDUAL CONTRACT BASIS (ICB) ARRANGEMENTS..... | 44 |

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SECTION 4 - SPECIAL ARRANGEMENTS**4.1 SPECIAL CONSTRUCTION****4.1.1 Basis for Charges**

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's Tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- nonrecurring charges;
- recurring charges;
- termination liabilities; or
- combinations of (a), (b), and (c).

4.1.2 Termination Liability

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

- A) The period on which the termination liability is based is the estimated service life of the facilities provided.
- B) The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 - 1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) equipment and materials provided or used;
 - b) engineering, labor, and supervision;
 - c) transportation; and
 - d) rights of way and/or any required easements;
 - 2. license preparation, processing, and related fees;
 - 3. Tariff preparation, processing and related fees;
 - 4. cost of removal and restoration, where appropriate; and
 - 5. any other identifiable costs related to the specially constructed or rearranged facilities.

SECTION 4 - SPECIAL ARRANGEMENTS**4.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and 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.

4.3 INDIVIDUAL CONTRACT BASIS (ICB) ARRANGEMENTS

ICB rates will be structured to recover the Company's cost of providing the service and will be made available to the Minnesota Public Utilities Commission Staff on a proprietary basis. Rates may be negotiated and adjusted on an Individual Contract Basis (ICB). ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers. Such ICB arrangements may specify, among other things, length of service, minimum volume of service required, and the rates and charges for the proposed service. Terms of ICB provided to Customers will be provided on a proprietary basis to Commission Staff.

SECTION 5 - RATES AND CHARGES**5.1 Switched Access Service****Tandem Switched Transport #**

| | | |
|---|--|------------|
| - | Tandem Switched Facility, Per Minute/Per Mile* | \$0.000008 |
| - | Tandem Switched Termination, Per Minute/Per Term | \$0.000694 |
| - | Tandem Switching, Per Minute/Per Tandem | \$0.004340 |

End Office Trunking is not available.

* maximum mileage charge of 150 miles, requires trunking to the tandem and not the end office.

SECTION 5 - RATES AND CHARGES**5.2 Other Services**

| 5.2.1 <u>Access Ordering</u> | Non-Recurring <u>Charge</u> |
|---|--|
| A. <u>Access Order Charge</u> | |
| - Per Order | \$136.00 |
| B. <u>Service Date Change Charge</u> | |
| A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The Access Order Charge as specified in 9.4.1(A) preceding does not apply. | |
| - Per Order | \$ 53.00 |
| C. <u>Design Change Charge</u> | |
| The Design Change Charge will apply on a per order per occurrence basis, for each order requiring design change. | |
| - Per Order | \$ 53.00 |
| D. <u>Miscellaneous Service Order Charge</u> | |
| - Per Occurrence | \$ 53.00 |

SECTION 5 - RATES AND CHARGES

5.2 Other Services (Cont'd)5.2.2 Additional Engineering

| <u>Additional Engineering Periods</u> | <u>First Half Hour or Fraction Thereof</u> |
|--|--|
| A. Basic Time per engineer normally scheduled working hours | \$ 25.35 |
| B. Overtime per engineer outside of normally scheduled working hours | \$ 38.02 |
| C. Premium Time outside of scheduled work day, per engineer | \$ 50.69 |

These labor charges are applicable for the following:

Additional Cooperative Acceptance testing
Additional Manual Testing
Maintenance of Service

5.2.3 Additional Labor

| <u>Additional Labor Periods</u> | <u>First Half Hour or Fraction Thereof</u> |
|---|--|
| A. <u>Installation or Repair</u> | |
| - Overtime, outside of normally scheduled working hours on a scheduled work day, per technician | \$ 33.03 |
| - Premium Time, outside of scheduled work day, per technician | \$ 44.04 |

Issued: August 09, 2012

Effective: September 09, 2012

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SECTION 5 - RATES AND CHARGES

5.2 Other Services (Cont'd)5.2.3 Additional Labor (Cont'd)B. Stand byFirst Half Hour or
Fraction Thereof

| | |
|---|----------|
| Basic time, normally scheduled working hours, per technician | \$ 22.92 |
|---|----------|

| | |
|--|----------|
| Overtime, outside of normally scheduled working hours on a scheduled work day, per technician | \$ 34.37 |
|--|----------|

| | |
|--|----------|
| Premium Time, outside of scheduled work day, per technician | \$ 45.83 |
|--|----------|

Additional Labor PeriodsFirst Half Hour or
Fraction Thereof

| C. Testing and Maintenance with other Telephone Companies, or Other Labor | <u>First Half Hour or Fraction Thereof</u> | |
|--|--|---------------|
| | I/R Technician | CO Technician |
| - Basic Time per technician normally scheduled working hours | \$ 22.02 | \$ 23.33 |
| - Overtime per technician outside of normally scheduled working hours on a scheduled work day | \$ 33.03 | \$ 34.99 |
| - Premium Time per technician outside of scheduled work day | \$ 44.04 | \$ 46.65 |

SECTION 5 - RATES AND CHARGES

| 5.2 | <u>Other Services (Cont'd)</u> | <u>Monthly Rate</u> | <u>Non-Recurring Charge</u> |
|-------|---|---------------------|-----------------------------|
| 5.2.4 | <u>Specialized Service or Arrangements</u> | ICB | ICB |
| | Specialized Service or Arrangements are provided on an individual case basis. | | |
| 5.2.5 | <u>Entrance Facility</u> | | |
| | DS1 (1.544 Mbps,) Entrance Facility, Installation | | \$281.00 |
| | DS1 (1.544 Mbps), Entrance Facility, per Point of Termination | \$159.05 | |
| | DS3 (44.736 Mbps), Entrance Facility, Installation | | \$307.00 |
| | DS3 (44.736 Mbps), Entrance Facility, per Point of Termination | \$1,845.01 | |

Issued: August 09, 2012

Effective: September 09, 2012

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