

REGULATIONS, TERMS, CONDITIONS,
AND RATES APPLICABLE TO
INTRASTATE TELECOMMUNICATIONS SERVICES
FURNISHED BY

CRC COMMUNICATIONS LLC
d/b/a OTT Communications

TARIFF FOR INTRASTATE ACCESS SERVICE

All of the material in this Tariff is new.

Dated: July 15, 2014
Effective : July 31, 2014

Issued by: Ed Tisdale
Title: Sr. Vice President & General Manager

Authorized by Docket No. DT 14-160

INTRASTATE ACCESS SERVICES

CHECK SHEET

Pages 1 and 38 of this Tariff are effective as of the date shown. Original and revised pages as



1	Third Revision*	28	Original
2	Original	29	Original
3	Original	30	Original
4	Original	31	Original
5	Original	32	Original
6	Original	33	Original
7	Original	34	Original
8	Original	35	Original
9	Original	36	Original
10	Original	37	Original
11	Original	38	Third Revision*
12	Original	39	Original
13	Original	40	Original
14	Original	41	Original
15	Original	42	Original
16	Original	43	Original
17	Original	44	Original
18	Original	45	Original
19	Original	46	Original
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		

Dated: July 6, 2017
Effective : July 31, 2017

Issued by: Dennis K. Andrews
Title: Sr. Vice President

INTRASTATE ACCESS SERVICES

TABLE OF CONTENTS

Check Sheet	1
Table of Contents.....	2
Concurring Carriers.....	5
Connecting Carriers	5
Other Participating Carriers	5
Registered Service Marks.....	5
Registered Trademarks	5
Explanation of Symbols	5
Section 1 - Application of Tariff	6
Section 2 – General Regulations	7
2.1 Undertaking of the Company	7
2.1.1 Scope	7
2.1.2 Provision of Services.....	8
2.1.3 Ownership of Facilities	8
2.1.4 Service Maintenance.....	8
2.1.5 Changes and Substitutions	8
2.1.6 Shortage of Equipment or Facilities	9
2.1.7 Notification of Service-Affecting Activities	10
2.1.8 Coordination with Respect to Network Contingencies	10
2.1.9 Limitations.....	11

INTRASTATE ACCESS SERVICES

TABLE OF CONTENTS (cont'd)

2.3.8	Indemnification of the Company by the Customer and the End User	21
2.3.9	Jurisdictional Report – Switched Access	22
2.3.10	Determination of Jurisdiction of Mixed Use Special Access Service	25
2.3.11	Jurisdictional Reports Verification.....	26
2.3.12	Payment of Service Charges Imposed by Another Entity	27
2.3.13	Ordering Where More than One Company is Involved	27
2.3.14	Rating and Billing of Access Services Where More than One Company is Involved.....	27
2.4	Prohibited Use	28
2.5	Interconnection	29
2.6	Inspection, Testing and Adjustment.....	29
2.7	Payment Arrangements and Credit Allowances	30
2.7.1	Payment of Rates, Charges and Deposits.....	30
2.7.2	Credit Allowance for Service Interruption	32
2.8	Cancellation of Service or Application for Service	33
2.9	Refusal or Discontinuance by the Company.....	33
2.10	Restoration of Service	35
2.11	Changes in Equipment and Services.....	35
2.12	Use of Recording Devices	35
2.13	Assignment.....	36
2.14	License, Agency or Partnership.....	36
2.15	Proprietary Information	37
2.16	Compan.....	32

INTRASTATE ACCESS SERVICES

TABLE OF CONTENTS (cont'd)

Section 4 – Identification and Rating of VoIP-PSTN Traffic	42
4.1 Scope	42
4.2 Rating of VoIP-PSTN Traffic.....	43
4.3 Calculation and Application of Percent-VoIP-Usage Factor	43
4.4 Initial PVU Factor.....	44
4.5 PVU Factor Updates.....	45
4.6 PVU Factor Verification.....	45

INTRASTATE ACCESS SERVICES

INTRASTATE ACCESS SERVICES

Dated: July 15, 2014
Effective : July 31, 2014

Issued by: Ed Tisdale
Title: Sr. Vice President & General Manager

Authorized by Docket No. DT 14-160

INTRASTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS

Dated: July 15, 2014
Effective : July 31, 2014

Issued by: Ed Tisdale
Title: Sr. Vice President & General Manager

Authorized by Docket No. DT 14-160

INTRASTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.2 Provision of Services

The Company will provide to the Customer, upon reasonable notice, services offered in other applicable sections of this Tariff at rates and charges specified therein. The provision of the Company's services is subject to and contingent upon the Company obtaining and retaining all governmental authorizations that may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such governmental authorizations. The Company shall be entitled to take, and shall have no liability for, any action necessary to bring its facilities and/or services into conformance with any requirement or request of the Federal Communications Commission or other governing entity or agency.

2.1.3 Ownership of Facilities

Title to all facilities and equipment, and related plans and proposals,

INTRASTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.7 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. Some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, may not allow for notification to the Customer.

2.1.8 Coordination with Respect to Network Contingencies

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

INTRASTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.9 Limitations

A. Assignment or Transfer of Services

All services provided under this Tariff are directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of use or relocation of the service. All terms and conditions contained in this Tariff shall apply to all such permitted transferees or assignees, as well as conditions of service.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

B. Use and Restoration of Service

The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications

systeme forSuchaecti(iten)5.2(s)-1.7r.

INTRASTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.10 Liability

A. Limits of Liability

The liability of the Company for damages arising out of the furnishing of its service, including but not limited to mistakes, outages, omissions, interruptions, delays, errors, or other defects, representations, failures arising out of the use of these services or failure to furnish service, whether caused by act, omission or negligence, shall be limited to the extension of such allowances as set forth in the section of this Tariff on Allowances for Interruptions in Service. The extension of such allowance for interruption shall be the sole remedy of the Customer or other person, and the sole liability of the Company.

The Company's entire liability, if any, for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one (1) year after the service is rendered.

In no event shall the Company be liable for any incidental, indirect, special, consequential, exemplary, or punitive damages (including lost revenue or profits) of any kind whatsoever regardless of the cause of foreseeability thereof.

INTRASTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.10 Liability (cont'd)

B. Act or Omissions

The Company shall not be liable for any act or omission of any other carrier or Customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other carrier or Customer providing a portion of a service.

C. Circumstances Beyond the Company's Control

The Company shall not be liable for any delay or failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of god, fire, flood, explosion or other catastrophes, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of anyone or more of these federal, state or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockout, work stoppages, or other labor difficulties.

The Company does not guarantee or make any warranty with

INTRASTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.10 Liability (cont'd)

D. Damages Caused by Others (cont'd)

shall not be liable for any act, omission or defect of an entity furnishing to the Company or to the Customer services, facilities or equipment used for or with the Company's services; or for the acts or omissions of common carriers or warehousemen.

E. Damages to Customer Premise

The Company is not liable for damages to the Customer's premise resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the willful misconduct of the Company's employees or agents.

F. Indemnification of the Company

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

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

INTRASTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.2 Term and Charge of Service

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this Tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

INTRASTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.3 Obligations of the Customer

2.3.1 Payment of Charges

The Customer shall be responsible for payment of all applicable charges pursuant to this Tariff. When mixed Interstate and Intrastate Switched Access Service is provided, all charges (i.e. non-recurring, monthly and/or usage) including optional features and functions charges, will be prorated between Interstate and Intrastate. The percentage determined as set forth in Sections 2.3.9 or 2.3.10 following will serve as the basis for prorating the charges unless the Company is billing by jurisdiction according to actual measured usage. All access traffic not specifically identified as Interstate will be billed as Intrastate. The percentage of an access service to be charged as Interstate is applied in the following manner:

- A. For monthly and non-recurring chargeable rate elements, multiply the percent Interstate use times the quantity of chargeable elements times the stated Tariff rate.
- B. For usage sensitive (i.e. access minutes and calls) chargeable rate elements, multiply the percent Interstate use times actual use (i.e. measured) times the stated Tariff rate.

INTRASTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.2 Damages

The Customer shall be responsible for any damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer.

2.3.3 Equipment Space and Power

The Customer shall provide, as specified from time to time by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate, and maintain a proper operating environment for, Company facilities and equipment installed on the Customer's premise.

2.3.4 Rights-of-way

The Customer shall at the option of the Company obtain, maintain, and otherwise have full responsibility for all rights-of-way and conduit necessary for installation of Company facilities from the building entrance or property line to the location of Company's equipment space on the Customer's premise. Any costs associated with obtaining and maintaining the rights-of-ways described herein, including any building modification costs, shall be borne entirely by the Customer. Customer shall also be responsible for complying with all applicable laws, and obtaining all required permits or

INTRASTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.5 Availability for Installing, Maintaining, and Removing

The Customer shall grant or obtain permission for Company employees or agents to enter the premise of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or removing the facilities or equipment of the Company and/or inspecting Customer-provided equipment which is connected to Company's facilities.

2.3.6 Customer-Provided Equipment

The Customer shall be responsible for the provision, operation and maintenance of any Customer-Provided Equipment (CPE), which is connected, to Company's equipment and/or facilities, and for ensuring that such CPE is compatible with Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company equipment, facilities and wiring by such CPE shall be such as not to cause damage to Company's equipment, facilities and wiring or injury to Company's employees or to other persons. Upon Company request, Customer will submit to Company a complete manufacturer's specification sheet for each item of CPE that is or is proposed to be attached to Company's facilities. Company may provide, at the Customer's expense, any additional protective equipment required, in the sole opinion of the Company, to prevent damage or injury resulting from the connection of any CPE.

INTRASTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.9 Jurisdictional Report -Switched Access

The Customer must indicate a Percent of Interstate Use (PIU) factor in a whole number when ordering Switched Access Service. A Customer provided PIU factor is required on each Access Service Request.

Where jurisdiction can be determined or estimated from the call detail, the Company will develop a projected PIU factor from the call detail, which will be used to bill the Customer. Where call detail is insufficient to determine or estimate the jurisdiction, the Customer will provide a Jurisdictional Report indicating the projected PIU factor in whole number. The Company will use the Jurisdictional Report to bill all Interstate usage and Interstate rates and/or nonrecurring charges until the Company receives a revised report from the Customer. The following regulations govern such estimates, their reporting by the Customer and cases where the Company will develop jurisdictional percentages.

A. General

Except where Company measured or estimated access is used as set forth following, the Customer shall update its PIU as set forth in paragraphs B. or C. following and such report will be used for billing purposes until the Customer reports a different projected Interstate percentage. The revised report will serve as the basis for future billing and will be effective on the next bill date. No prorating or back billing will be done based on the report.

INTRASTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.9 Jurisdictional Report-Switched Access (cont'd)

A. General (cont'd)

Effective on the first of January, April, July and October of each year the Customer shall update the Interstate jurisdictional report. The Customer shall forward to the Company, to be received no later than fifteen (15) days after the first of each such month, a revised report showing the interstate and Interstate percentage of use for the past three (3) 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 by jurisdiction according to actual measured or estimated usage, the revised report will serve as the basis for the next three (3) months billing and will be effective on the bill date for that service. No prorating or back billing will be done based on the report.

If the Customer does not supply the reports, the Company will assume the percentages to be the same as those provided in the last quarterly report. 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 order for service.

The percentages described in paragraphs B. through D. following are applied to Carrier Common Line, Information Surcharge, Local Switching, Tandem Switched Transport and Transport Interconnection Charge (TIC). Separate PIUs are required for flat rated Entrance Facilities, Direct Trunked Transport and Multiplexers charges.

INTRASTATE ACCESS SERVICES



INTRASTATE ACCESS SERVICES



INTRASTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.4 Prohibited Use

The Customer shall not use or allow the use of Company facilities or equipment installed at the Customer's premise for any purpose other than for which the Company provides it, without the prior written consent of the Company.

- A. 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 required governmental approvals, authorizations, licenses, consents and permits, or used in an abusive manner. Abusive use includes:
1. The use of the service of the Company for a call or calls, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another;
 2. The use of the service in such a manner as to interfere unreasonably with the use of the service by one (1) or more other Customers.
- B. The Company may require applicants for service who intend to use the

INTRASTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.5 Interconnection

Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, if authorized by the Company and subject to technical limitations established by the Company. Service furnished by such interconnection is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

2.6 Inspection, Testing and Adjustment

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.

INTRASTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.7 Payment Arrangements and Credit Allowances

2.7.1 Payment of Rates, Charges, and Deposits

A. Responsibility for Charges

Charges for installations, service connections, moves, rearrangements, and prepaid services, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this Tariff.

The Company shall bill on a current basis all charges incurred by

INTRASTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.7 Payment Arrangements and Credit Allowances (cont'd)

2.7.1 Payment of Rates, Charges, and Deposits (cont'd)

B. Payment for Service

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company. All such payments are due within thirty (30) days after the invoice date. Any objections to billed charges must be reported to the Company or its billing agent within ninety (90) days (commencing five (5) days after remittance of the bill) All undisputed portions of the bill must be paid by the due date to avoid late payment charges, if any.

C. Deposits

The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The following regulations apply:

1. The amount of the deposit shall not exceed the actual or estimated rates and charges for the service for a two (2) month period.
2. The deposit in no way relieves the Customer from complying with the Company's regulations as to the prompt payment of bills at presentation.
3. At any time, at its option, the Company may return the deposit or credit it to the Customer's account.
4. When the service to the Customer is terminated, the amount of deposit will be credited to the Customer's account and any credit balance refunded.

INTRASTATE ACCESS SERVICES

Dated: July 15, 2014
Effective : July 31, 2014

Issued by: Ed Tisdale
Title: Sr. Vice President & General Manager

Authorized by Docket No. DT 14-160

INTRASTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.8 Cancellation of Service or Application for Service

A. Cancellation of Service

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. If Customer cancels a service order or terminates service before the completion of the term of service specified in the service order for any reasons, Customer agrees to pay to Company all costs, fees and expenses reasonably incurred in connection with special construction and with the term of service. In addition, Customer may be liable for termination charges up to a maximum amount equal to the total of charges applicable for the remaining term specified in the service order (discounted to present value).

B. Cancellation of Application of Service

Applications for service are non-cancelable unless the Company otherwise agrees. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing 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 services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun. These charges will be calculated and applied on a case-by-case basis.

2.9 Refusal or Discontinuance by the Company

Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the Company as set forth below. The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of

INTRASTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (cont'd)

2.9 Refusal or Discontinuance by the Company (Cont'd)

Dated: July 15, 2014
Effective : July 31, 2014

Issued by: Ed Tisdale
Title: Sr. Vice President & General Manager

Authorized by Docket No. DT 14-160

INTRASTATE ACCESS SERVICES

INTRASTATE ACCESS SERVICES

Dated: July 15, 2014
Effective : July 31, 2014

Issued by: Ed Tisdale
Title: Sr. Vice President & General Manager

Authorized by Docket No. DT 14-160

INTRASTATE ACCESS SERVICES

Section 2 - GENERAL REGULATIONS (P4 dn____97 ref5.8 06 Tc.0003 Tw|125.5 6J132.4(Com[Authorized)

Dated: July 15, 2014
Effective : July 31, 2014

Issued by: Ed Tisdale
Title: Sr. Vice President & General Manager

Authorized by Docket No. DT 14-160

INTRASTATE ACCESS SERVICES

Section 3 - RATES AND CHARGES

3.1 Switched Access Services

800 Series Data Base Access Service Queries

	<u>Rate</u>
Per Query	
Basic	\$ 0.0053
Vertical	\$ 0.0059

<u>Usage</u>	<u>Rates Per Access Minute</u>
--------------	--------------------------------

Local Switching and Transport	(T)
-------------------------------	-----

[REDACTED]		
[REDACTED]		

New Hampshire	122	.000700	(R) (T)
---------------	-----	---------	---------

INTRASTATE ACCESS SERVICES

Section 3 - RATES AND CHARGES

3.2 Other Services

3.2.1 Access Ordering

A.	Access Order Charge	<u>Charge</u>
	Per Order	\$ 136.00
B.	Service Date Change Charge	
	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 8.3.1 (A) preceding does not apply.	
	Per Order	\$ 53.00
C.	Design Change Charge	
	The Design Change Charge will apply on a per order per occurrence basis, for each order requiring design change.	
	Per Order	\$ 53.00
D.	Miscellaneous Service Order Charge	
	Per Occurrence	\$ 53.00

INTRASTATE ACCESS SERVICES

Section 3 - RATES AND CHARGES

3.2 Other Services (cont'd)

3.2.2 Miscellaneous Services

A. Additional Automatic Testing -Switched Access

To First Point of Switching	<u>Rate</u>
Gain Slope Test	\$2.89
C-Notched Noise Test	\$2.89
1004 Hz Loss	\$2.89
C-Message Noise	\$2.89
Balance (Return Loss)	\$2.89

B. Telecommunications Service Priority (TSP)

	<u>Monthly Charge</u>	<u>Non-recurring Charge</u>
Per Service Arranged		\$54.63

INTRASTATE ACCESS SERVICES

Section 3 - RATES AND CHARGES

3.2 Other Services (cont'd)

3.2.3 Specialized Service or Arrangements Rate

Specialized Service or Arrangements are
provided on an individual case basis. ICB

Section 4 - Identification and Rating of VoIP-PSTN Traffic

Dated: July 15, 2014
Effective : July 31, 2014

Issued by: Ed Tisdale
Title: Sr. Vice President & General Manager

Authorized by Docket No. DT 14-160

INTRASTATE ACCESS SERVICES

4.1 Scope (cont'd)

INTRASTATE ACCESS SERVICES

- (2) The customer shall not modify its reported PIU factor to account for Relevant VoIP-PSTN Traffic.
- (3) The customer shall retain the call detail, work papers, and information used to develop the PVU factor(s) for a minimum of one year.
- (4) The Telephone Company will apply the PVU factor to the total terminating intrastate access MOU received from the customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.
- (5) If the customer does not furnish the Telephone Company with a PVU pursuant to the preceding paragraph 1, the Telephone Company will utilize a PVU equal to zero.

4.4 Initial PVU Factor

- (1) If the PVU factor is not available and/or cannot be implemented in the Telephone Company's billing systems by January 1, 2012, once the factor is available and can be implemented, the Telephone Company will adjust the customer's bills to reflect the PVU retroactively to January 1, 2012. This retroactive adjustment will be made to January 1, 2012, provided that the customer provides the factor to the Telephone Company no later than April 15, 2012; otherwise, it will set the initial PVU equal to zero, as specified in subsection (C)(5), above.
- (2) The Telephone Company may choose to provide credits based on the reported PVU factor on a Quarterly basis until such time as a billing system modification can be implemented

Section 4 - Identification and Rating of VoIP-PSTN Traffic (cont'd)

4.5 PVU Factor Updates

Dated: July 15, 2014
Effective : July 31, 2014

Issued by: Ed Tisdale
Title: Sr. Vice President & General Manager

INTRASTATE ACCESS SERVICES

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

4.6 PVU Factor Verification

- (1) Not more than four times in any year, the Telephone Company may request from the customer an overview of the process used to determine the PVU factor, the call detail records, description of the method for determining how the end user originates and terminates calls in IP format, and other information used to determine the customer's PVU factor furnished to the Company in order to validate the PVU factor supplied. The customer shall comply, and shall reasonably supply the requested data and information within 15 days of the Telephone Company's request.
- (2) The Telephone Company may dispute the Customer's PVU factor based upon:
 - (i) A review of the requested data and information provided by the customer;
 - (ii) The Telephone Company's reasonable review of other market information, F.C.C. reports on VoIP lines, such as F.C.C. Form 477 or state level results based on the F.C.C. Local Competition Report or other relevant data;
 - (iii) A change in the reported PVU factor by more than five percentage points from the preceding quarter.

INTRASTATE ACCESS SERVICES

- (3) If after review of the data and information, the customer and the Telephone Company establish a revised PVU factor, the Telephone Company will begin using the revised PVU factor with the next bill period.

le 5.5(w) (P) 105086 (h) 111111-1.1 c] tcu) 4515t & 6(3 TD fails to 008 T prov0 - adequ965one) 5.5(Compan)-5.8(014 2s LLC r
hind.
C

Dated: July 15, 2014
Effective : July 31, 2014

Issued by: Ed Tisdale
Title: Sr. Vice President & General Manager

Authorized by Docket No. DT 14-160