

Tariff Schedule Applicable to
Intrastate Access Service

Telecommunications Services Furnished by

Local Access LLC

Between Points Within the State of Maryland

Issued: October 10, 2012

Effective date: March 8, 2013

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TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.1
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

 CHECK SHEET

Sheets 1 through 75 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

Page	Number of Revision	Page	Number of Revision	Page	Number of Revision
1	Original	32	Original	61	Original
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1 GENERAL

1.1 Explanation of Symbols

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (S) – To signify reissued regulations
- (T) – To signify a change in text but no change in rate
- (Z) – To signify a correction

1.2 Application of the Tariff

- 1.2.1 This tariff governs the Carrier's services that originate and terminate in Maryland. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company's services are available to carrier customers.
- 1.2.3 The Company's service territory is the State of Maryland. Exchanges and Local Calling Areas are located in the company's MD PSC No. 1 tariff and mirror those of Verizon Maryland as listed in Verizon's Local Exchange Tariff No. 202.

1.3 Definitions

1.3.1 "Carrier," "Company" or "Utility" refers to Local Access LLC.

1.3.2 "Commission" means the Maryland Public Service Commission.

1.3.3 "Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

1.3.4 "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.

1.3.5 "Residential" customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.

1.3.6 "Service" means any telecommunications service(s) provided by the Carrier under this tariff.

1.3.7 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

1.3.8 Access Services means the Company's intrastate telecommunication services offered pursuant to this tariff.

1.3.9 Act means The Communications Act of 1934 (47 USC 153(R)), as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996), codified throughout 47 USC and as interpreted by applicable law.

1.3.10 Advance Payment means a part or all of a payment required before the start of service.

1.3.11 Automatic Number Identification (ANI) means a multi-frequency, signaling common switching feature that provides the automatic transmission of a seven or ten digit number and information digits to the customers premise for calls originating in the LATA to identify the calling party or station.

1.3.12 Calling Party Number means (CPN) means a Signaling System 7 parameter whereby the ten (10) digit number is used to identify the calling or originating party.

1.3.13 Collocation means an arrangement where the equipment of a local exchange carrier is installed and maintained at the premise of another LEC.

1.3.14 Common Carrier means any individual, partnership, association, joint- stock company, trust, governmental entity or corporation engaged for hire in intrastate communication by wire or radio, between two or more exchanges.

1.3.15 Common Channel Signaling Network means digital data network carrying signaling, routing and control information which interfaces with the telecommunications network.

1.3.16 Customer means the carrier that orders from, uses or subscribes to the service in this tariff.

1.3.17 Customer Proprietary Network Information (CPNI) means information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by any customer of a the Company and that is made available to the Company by the customer solely by virtue of the Company-customer relationship; and information contained in the bills pertaining to telephone exchange service or telephone toll service received by a customer of a carrier; except that such term (CPNI) does not include subscriber list information.

1.3.18 Digital Signal Level 1 (DS1) means the 1.544 Mbps first level signal in the time division multiplex hierarchy. In the time division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

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1.3.19 Digital Signal Level 3 (DS3) means the 44.736 Mbps third level in the time division multiplex hierarchy. In the time division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

1.3.20 End Office Switch means a local telephone switching system established to provide local exchange service and/or exchange access service.

1.3.21 End User means a customer of the Company's local exchange service who is not a carrier. End users can include a resident, business, or enhanced service providers (including but not restricted to, internet service providers, conference calling providers, and Voice over Internet Protocol service providers) or other entities.

1.3.22 FCC means the Federal Communications Commission.

1.3.23 Grandfathered means services ordered under the provisions of this tariff but are no longer available to new customers.

1.3.24 Individual Case Basis means a condition in which the regulations (if applicable), rates and charges for an offering under the provision of this tariff are developed based on the circumstance in each case.

1.3.25 Local Access and Transport Area (LATA) means 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.

1.3.26 Local Exchange Routing Guide (LERG) means the telecommunications industry database tool used to provision NPA/NNXs and provide routing information to facilitate call completion.

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1.3.27 Local Number Portability means the ability to move telephone numbers from one service provider to another.

1.3.28 Loss means the value placed on injury or damages due to an accident caused by another's negligence, a breach of contract or other wrongdoing.

1.3.29 Meet Point Billing means when two or more exchange telephone companies are involved in the provisioning and billing of telecommunications service.

1.3.30 MOUs means Minutes of Use.

1.3.31 North American Numbering Plan (NANP) means a three-digit area code (also known as a Number Plan Area (NPA), and a seven digit telephone number, made up of a three digit central office code and a four-digit station number. The NANP is administered by the North American Numbering Plan Administrator (NANPA).

1.3.32 Originating Carrier means the carrier whose end user originates a call on the carrier's network or switching equipment.

1.3.33 Percentage of Interstate Usage (PIU) means the interstate jurisdictional use of a telecommunications service, as reported by the customer. This percentage is stated as a whole number percentage (a number from 0 through 100 percent) which is the best estimate of the percentage of the total use of the service that will be interstate in nature by the customer.

1.3.34 Percent of Local Usage (PLU) means the local jurisdictional use of a telecommunications service as reported by the customer. This percentage is stated as a whole number percentage (a number from 0 through 100 percent) which is the best estimate of the percentage of the total use of the service that will be local in nature by the customer.

1.3.35 Point of Interconnection (POI) means the physical location, building or equipment where two separate networks connect to each other in order to pass telecommunications traffic and signaling.

1.3.36 Recurring Charges means the charges to the Customer for services, facilities and equipment which continue to apply for duration of the service. These usually occur on a monthly basis.

1.3.37 Service Commencement Date means the first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date.

1.3.38 Service Order means the request for access services, written or electronic, executed by the Customer and the Company in the format devised by the Company. Such a request for service by the customer and the acceptance of the request by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

1.3.39 Shared means a facility or equipment system or subsystem that can be used simultaneously by several customers.

1.3.40 Signaling Transfer Point (STP) means a specialized switch that provides SS7 network access and performs SS7 message routing and screening.

1.3.41 Terminating Carrier means the carrier who terminates a call to the carrier's end user a call on the carrier's network or switching equipment.

1.3.42 Termination Point means the point of demarcation within a customer designated premises or point of interconnection at which the Company's responsibility for the provision of service ends.

1.3.43 Wire Center means a building in which one or more end offices, used for the provision of Exchange Services, are located.

1.3.44 V and H Coordinates Method means a method of computing the distance, in airline miles, between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

2 RULES AND REGULATIONS

2.1 Undertaking of the Company

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

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

2.2.1.1 The payment of all applicable charges pursuant to this tariff;

2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

2.2.1.5 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 the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

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

2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

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- 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
- 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.
- 2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities 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.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

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2.2.5 Upon reasonable 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 is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

2.2.6 Jurisdictional Report Requirements

2.2.6.1 For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. For originating access minutes, the projected interstate percentage will be developed on a monthly basis by end office trunk group when the Feature Group D Switched Access Service access minutes are measured 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 when the call detail is adequate to determine the appropriate jurisdiction. 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 the Feature Group D terminating access minutes for each account to which the Customer may terminate traffic.

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Should the Customer not supply a terminating PIU Factor, the Company will designate a PIU factor of 75% for Feature Group D access minutes. When the Customer does provide the PIU factor, the Company will update the customer's PIU factors at the beginning of the next billing cycle. These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.

2.2.6.2

The projected interstate percentage of use will be used to determine the charges as follows: The number of access minutes for an associated account will be multiplied by the projected interstate percentage of use to determine the interstate access minutes. (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes – interstate access minutes = intrastate access minutes). The interstate access minutes for the associated account will be billed as set forth in Section 6 following.

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- 2.2.6.3 Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate 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 and intrastate use. Except as set forth in Section 2.3.2(A) preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that 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 percentage to be the same as that provided in the order for service as set forth in Section 2.2.6.1 preceding.
- 2.2.6.4 The Customer reported projected interstate percentage of use as set forth in Section 2.2.6.1 preceding will be used for the apportionment of monthly rates or nonrecurring charges associated with FGD Switched Access Service until the end of the quarter during which the service was activated..

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- 2.2.6.5 The Customer shall keep sufficient detail from which the percentage 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.

 - 2.2.6.6 The Customer may provide an additional percentage of interstate use for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group D aggregated percentage of interstate use.

 - 2.2.6.7 In the absence of both a customer provided PIU, and the necessary jurisdictional information in the call detail to determine jurisdiction, the default PIU will be zero.

2.2.7 Payment for Service

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

2.2.7.1 Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale, delivery or use of Network Services.

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2.2.7.2 Surcharges, Fees and Assessments

The Customer is responsible for payment of any surcharge, assessment or fee, including but not limited to universal service fees, 911 charges, right of way fees or other types of infrastructure fees, and regulatory assessments, where allowed by applicable law.

2.3 Liability of the Company

2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

2.3.2 Service Irregularities

2.3.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.

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2.3.3 Claims of Misuse of Service

2.3.3.1 The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.

2.3.3.2 The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

2.3.4 Defacement of Premises

2.3.4.1 The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

2.3.6 Service at Outdoor Locations

2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

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2.3.7 Warranties

2.3.7.1 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.3.7.2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

2.3.8 Limitation of Liability

2.3.8.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2.3.9 Control of Facilities

Control of all facilities provided in accordance with this tariff remains with the Company, its agents, contractors or suppliers, regardless of whether or not the Company owns or leases the facilities.

2.4 Application for Service

2.4.1 Minimum Contract Period

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2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

2.4.1.2 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

2.4.2 Cancellation of Service

2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

2.4.2.2.A The total costs of installing and removing such facilities; or

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2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

2.5 Payment for Service

2.5.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in COMAR 20.45.04.05 through COMAR 20.45.04.07.

2.5.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring 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 nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

Advanced payments for installation costs or special construction

will be credited on the first bill in their entirety.

2.5.4 The Company will not collect attorney fees or court costs from customers.

2.6 Allowance for Interruptions in Service

2.6.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The Carrier agrees to abide by the regulations associated with interruptions in service as specified by Code of Maryland Regulations 20.45.05.09 as amended from time to time.

2.7 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

PROVISION OF SERVICE AND FACILITIES

2.8 Unlawful Use of Service

2.8.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.8.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

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2.8.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility for the furnished by the Company is being used or will be used purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.8.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

2.9 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

2.10 Telephone Solicitation by Use of Recorded Messages

2.10.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

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2.11 Overcharge/Undercharge

2.11.1 Overcharge/undercharge provisions will be in accordance with COMAR 20.45.04.01.

2.11.2 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

2.12 Billing and Collection of Charges

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

2.12.1 Non-recurring charges are due and payable within 15 days after the date of the invoice.

2.12.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 15 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.

2.12.3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rate basis. For this purpose, every month is considered to have 30 days.

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2.12.4 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

2.12.5 If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:

2.12.5.1 a rate of 1.5 percent per month; or

2.12.5.2 the highest interest rate which may be applied under state law for commercial transactions.

2.12.6 The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.

2.12.7 [Reserved for future use]

2.12.8 If service is disconnected by the Company in accordance with Section 2.6.3 following and later restored, restoration of service will be subject to all applicable installation charges. Any charges for service provided by the Company but did not appear on a customer's invoice can be back billed for a period of up to twenty four (24) months from the date of discovery of the un-billed charges.

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

Meet point billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth in Section 2.6.5 (A) following.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

2.14 Customer Overpayment

Customer overpayments will be credited to the Customer's account or refunded upon Customer's request.

2.15 Allowances for Interruptions in Service

Except for interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.15 for the part of the service that the interruption affects.

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2.15.1 Credit for Interruptions

2.15.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.15.1.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

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Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

Interruptions Over 24 Hours and Less Than 72 Hours.

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credit will be allowed for any one-month period.

2.15.2 Limitations on Allowances

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No credit allowance will be made for:

- 2.15.2.1 Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- 2.15.2.2 Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- 2.15.2.3 Interruptions due to the failure or malfunction of non-Company equipment;
- 2.15.2.4 Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 2.15.2.5 Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- 2.15.2.6 Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; or
- 2.15.2.7 Interruption of service due to circumstances or causes beyond the control of Company.
- 2.15.2.8 Interruption of service due to the Company following a lawful order of a government agency to discontinue a service to a customer.

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2.16 Application of Rates

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

2.16.1 Charges Based on Duration of Use

Customer traffic to end offices will be measured by the Company at end office switches. Originating and terminating calls will be measured by the Company to determine the basis for computing chargeable access minutes.

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

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

For terminating calls over Feature Group D, the measurement of access minutes begins when the terminating Feature Group D switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered.

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

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Access minutes or fractions thereof are accumulated over the billing period for each end office and are then rounded up to the nearest access minute for each end office.

2.16.2 Mileage

The mileage to be used to determine the Local Transport Facility monthly rates are calculated on the airline distance between the end office switch where the call carried by Local Transport originates or terminates and the customer's serving wire center. The V&H coordinates method is used to determine mileage. This method is set forth in Section 2.8.2.

The Local Transport Facility mileage rates are shown in Section 5.1.3 in terms of per mile per access minute. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, always round up to the next whole mile before determining the mileage. Then multiply the mileage by the appropriate Local Transport Facility rate. The amount to be billed shall be the product of this calculation (i.e., the number of miles multiplied by the per mile rate) multiplied by the number of access minutes.

2.17 Identification and Rating of VOIP Traffic

(A) General

1. VOIP traffic is defined as traffic that is exchanged between a Company end user and the customer in time division multiplexing (TDM) format that originates and/or terminates in Internet protocol (IP) format. These rules establish the method of separating such traffic from the customer's traditional intrastate access traffic, so that such relevant VOIP traffic can be billed in accordance with the FCC Order (see Report and Order in WC Docket Nos. 10-90, etc. FCC Release No. 11-161 (November 18, 2011)).

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2. This section will be applied to the billing of switched access charges to a customer that is a local exchange carrier only to the extent that the customer has also implemented billing of interstate access charges for relevant VOIP tariff in accordance with the FCC order.

(B) Rating of VOIP traffic

The relevant VOIP traffic that is identified in accordance with this tariff section will be bill at rates equal to the Company's applicable tariffed interstate access rates as specified in Tariff FCC No. 3.

(C) Calculation and Application of Percent VOIP Usage Factor

The Company will determine the number of relevant VOIP traffic minutes of use (MOU) to which the interstate rates will be applied under subsection B above, by applying a percent VOIP usage (PVU) factor to the total intrastate access MOU exchanged between a Company end user and the customer. The PVU will be determined and applied as follows:

(1) The customer will calculate and furnish to the Company a factor (customer factor) representing the percentage of the total intrastate and interstate access MOU that the customer exchanges with the Company in the state, that (a) is sent to the Company and that originated in IP format; or (b) is received from the Company and terminated in IP format. This customer factor shall be based on information such as traffic studies, call details, the number of the customer's retail VOIP subscriptions in the state (as reported in FCC Form 477) or other relevant and verifiable information.

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- (2) The Company will also calculate a factor (Company factor) representing the percentage of the Company's total intrastate and interstate access MOU in the state that the Company originates or terminates on its network in IP format. This Company factor shall be based on information such as traffic studies, call details, the number of the customer's retail VOIP subscriptions in the state (as reported in FCC Form 477) or other relevant and verifiable information.
 - (3) The Company will use the Company factor and the customer factor to calculate a PVU factor that represent the percentage of total intrastate and interstate access MOU exchanged between a Company end user and the customer that is originated or terminated in IP format, whether at the Company's end, at the customer's end or at both ends. The PVU factor will be calculated as the sum of: (A) the customer factor and (B) the Company factor times (1.0 minus the customer factor).
 - (4) The Company will apply the PVU factor to the total intrastate access MOU exchanged with the customer to determine the number of relevant VOIP traffic MOUs.

Example 1: The Company factor is at 20% and the customer factor is 40%. The PVU factor is equal to $40\% + (20\% \times 60\%) = 36\%$. The Company will bill 36% of the customer's intrastate access MOU at the Company's applicable tariffed interstate access rates.

- (5) If the customer does not supply the Company with a customer factor according to the preceding paragraph 1, the Company will use a PVU equal to the Company's factor.

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(D) Initial PVU Factor

If the PVU factor is not available and/or cannot be implemented in the Company's billing systems by December 29, 2011, once the factor is available and can be implemented the Company will adjust the customer's bills to reflect the PVU retroactively to December 29, 2011. In calculating the initial PVU, the Company will take the customer specified PVU into account retroactively to December 29, 2011, provided that the customer provides the factor to the Company no later than within 30 days of the effective date of this tariff; otherwise the Company will set the initial PVU equal to the Company factor as specified in subsection (c)(5) above.

(E) PVU Factor Updates

The customer may update their 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 Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised customer factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised customer factor to calculate a revised PVU. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU.

(F) Verification of PVU

Not more than twice in any year, the Company can ask the customer to verify the customer factor that they furnished to the Company and the customer can ask the Company to verify the Company factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective Company and customer factors.

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3 DESCRIPTION OF SERVICES

3.1 Individual Case Basis ("ICB") Offerings

3.1.1 The tariff may not specify the price of a service in the tariff as ICB. The Company may or may not have an equivalent service in its tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.

3.2 Switched Access Service

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's premises (or a collocated interconnection location) and an end user's premises. It provides for the use of common terminating, switching and trunking facilities. Switched Access Service provides for the ability to originate calls from an end user's premises to a Customer's premises (or a collocated interconnection location), and to terminate calls from a Customer's premises (or a collocated interconnection location) to an end user's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the customer desires to originate or terminate calls. The minimum interconnection level with the Company's network and services is at a DS1 level.

Switched Access Service is provided in the following service categories, which are differentiated by their technical characteristics and the manner in which an end user or Customer accesses them when originating or terminating calls.

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FGD Access, either tandem or end office, which is available to all Customers, provides trunk side access to Company end office switches with an associated uniform 10XXX or 101XXXX access code for the Customer's use in originating and terminating communications. End users may also originate calls to a selected FGD Access Customer by dialing 1+NPA-NXX-XXXX when using the Company's presubscription service.

Toll Free Data Base Access Service, which is available to all Customers, provides trunk side access to Company end office switches in the originating direction only, for the Customer's use in originating calls dialed by an end user to telephone numbers beginning with the prefix "800", "866", "888", or "877", for example. Toll Free Data Base Access Service is offered in conjunction with Feature Group D Access.

3.2.1 Access Service Order

An Access Service Order is used by the Company to provide a Customer Access Service. A Customer may order any number of services of the same type and between the same premises on a single Access Order. All details for services for a particular order must be identical except for those for multipoint service. Where no service order is placed to initiate service, a party shall be deemed a Customer for receipt of service in all circumstance in which such party knew or should have known that service was being provided. Failure to object to the provisioning of service after receipt of a bill identifying such service shall establish conclusively that such service was ordered. When placing an order for Access Service, the Customer shall provide to the Company the order information required in Section 5.2 in addition to the following:

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

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3.3 Ordering Requirements

When ordering Switched Access service, the Customer must specify whether the service is to be provided as:

- (1) Direct Trunked Transport to the end office,
- (2) Direct Trunked Transport to a tandem which connects with Common Transport from the tandem to the end office or
- (3) Common Transport to the end office; customer specification of facilities will not impede the flow of traffic via Common Transport and related charges.

When all or a portion of service is ordered as Direct Trunked Transport, the Customer must specify the type and quantity of Direct Trunked Transport Facility (i.e., High Capacity DS1). The Customer must also specify the type of Entrance Facility to be used for Switched Access (e.g., High Capacity). For High Capacity Entrance Facilities, the Customer must specify the facility assignment and the channel assignment for each trunk. (A) For Feature Group D Switched Access Service, the Customer shall specify the number of busy hour minutes of capacity (BHMC) from the Customer's premises to the end office by traffic type. This information is used to determine the number of transmission paths.

The Customer shall also specify the Local Transport and Local Switching options. Customers may, at their option, order FGD by specifying the number of trunks and the end office when direct routing to the end office is desired or the access tandem switch when routing is desired via an access tandem switch and the Local Transport and Local Switching options desired. When ordering by trunk quantities rather than BHMC quantities to an access tandem, the Customer must also provide the Company an estimate of the amount of traffic it will generate to and/or from each end office subtending the access tandem to assist the Company in its own efforts to project further facility requirements.

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In addition, for Feature Group D with the SS7 signaling option, the Customer shall specify the switching point codes and trunk circuit identification codes for trunks with the SS7 signaling option. When a Customer orders FGD in trunks, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

When a Customer orders collocation in an end office and/or access tandem with Company provided Switched Access Service(s), the Customer must specify the collocated fiber optic facilities involved. The Customer must also specify the particular end office or access tandem location involved, which must be the end office in which the Switched Access Service(s) originate or terminate, or an Access Tandem in which such service(s) are switched.

For 8YY Data Base Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D. If the Customer desires any of the optional features available with 8YY Data Base Service, the Customer shall so specify on the order for service.

3.4 Access Order Service Date Intervals

Access Service is provided with one of the following Service Date Intervals: -Standard Interval
-Negotiated Interval
-Advance Order Interval

3.4.1 Standard Interval

A schedule of Standard Intervals applicable for Switched Access Services and is as follows:

<u>Trunk Groups</u>	<u>Standard Interval</u>
1 to 4 Trunks	28 Days
5 to 24 Trunks	30 Days

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3.4.2 Negotiated Interval

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

3.4.2.1 There is no Standard Interval for the service, or;

3.4.2.2 The quantity of Access Services orders exceeds the quantities specified in the Standard Intervals, or;

3.4.2.3 The Customer requests a service date beyond the applicable Standard Interval service date except as set forth in 3.4.4 following.

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

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

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

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	<u>Maximum Interval</u>
Initial establishment of service where Customer is:	
- Not yet provided with any Trunk Group service in the LATA	6 months
- Provided Trunk Group service in the LATA	90 Days

3.4.4 Advance Order Interval

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

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

Orders for less than the minimum quantities will be accommodated under Standard or Negotiated Interval provisions. Advance Order Interval Access Orders are subject to all ordering conditions of Standard and Negotiated Interval Access Orders.

3.4.5 Advance Payment

A nonrefundable Advance Payment will be calculated as follows:

Advance Payment (Nonrefundable)	The minimum monthly charge for the minimum period plus the applicable Nonrecurring Charges for the services ordered.
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This Advance Payment is due 10 working days from the date the Company confirms acceptance of the order, or on the Application Date, whichever date is the later date. If the Advance Payment is not received by such payment date, the order will be canceled.

When the Access Services are connected on the service date, the Advance Payment will be applied, as a credit, to the Customer's billed service charges. When there has been a decrease in the number of services originally ordered, as set forth in (2) following, only the portion of the Advance Payment for services actually installed will be credited.

3.4.6 Cancellation or Partial Cancellation of an Advance Order Interval Access Order

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

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

3.5 Access Order Modifications

The Customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the Customer's use or prior to the service date, whichever is later.

Any increase in the number of Switched Access Service lines, trunks or busy hour minutes of capacity or CCSA signaling connections will be treated as a new Access Order (for the increased amount only).

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3.6 Access Order Cancellation

3.6.1 A Customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that services 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 a Customer's end user is unable to accept Access Service within 30 calendar days after the original service date, the Customer has the choice of the following options:

- The Access Order shall be canceled and charges set forth in (B) following will apply, or
- Billing for the service will commence.

If no cancellation request is received within the specified 30 calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31st day beyond the original service date of the Access Order.

3.6.2 When a Customer cancels a Standard or Negotiated Interval Access Order for the installation of service, a Cancellation Charge will apply as follows:

3.6.2.1 When the Customer cancels an Access Order, a charge equal to the estimated provisioning costs incurred at a particular date for the service ordered by the Company shall apply.

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3.6.2.2 If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days, due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Customer may cancel the Access Order without incurring cancellation charges.

3.6.3 Minimum Period

3.6.3.1 The minimum period for which Access Service is provided and for which charges are applicable, is one month.

3.6.3.2 The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service.

The changes listed below are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established.

3.6.3.2.1 A move to a different building.

3.6.3.2.2 A change in type of service.

3.6.3.2.3A change in Switched Access Service Interface Group.

3.6.3.2.4 A change in Switched Access Service traffic type.

3.6.3.2.5 A change in STP Access link.

3.6.3.2.6 A change in STP Port.

3.6.3.2.7 A change in Company-provided Switched Access Service to a Collocated Interconnection arrangement or vice versa.

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3.6.3.2.8 A change to an existing Feature Group D Service to include the provision of 64 kbps Clear Channel Capability.

3.7 Minimum Period Charges

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.

All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

3.8 Nonrecurring Charges

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

3.8.1 Installation of Service

Nonrecurring charges apply to each Switched Access Service installed. For Switched Services ordered on a per trunk basis, the charge is applied per trunk or out of band signaling connection.

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

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3.8.2 Service Rearrangements

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

3.8.2.1 Moves Within the Same Building

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

3.8.2.2 Moves to a Different Building

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

3.9 Network Blocking Charge

The Customer will be notified by the Company to increase its capability (busy hour minutes of capacity or quantities of trunks) when excessive trunk group blocking occurs on groups carrying Feature Group D traffic and the measured access minutes for that hour exceed the capacity purchased.

If the order for additional capacity has not been received by the Company within 15 days of the notification, the Company will bill the Customer, at the rate set forth in Section 4 following, for each overflow in excess of ordered capacity.

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3.10 Rate Categories

FGD includes but is not limited to originating and terminating traffic into separate trunk groups. Originating traffic type is further categorized as follows:

Domestic - access capacity for carrying only domestic traffic other than 500, 700, 800, 900, Operator, Operator Transfer Service, Inward Assistance, and Alternate Card Access traffic.

500 - access capacity for carrying only 500 traffic 700 - access capacity for carrying only 700 traffic 800 - access capacity for carrying only 800 traffic 900 - access capacity for carrying only 900 traffic

1DDD - access capacity for carrying only International Direct Distance Dialing traffic.

Operator Transfer Service - access capacity for carrying only Operator Transfer Service traffic.

Alternate Card Access Service - access capacity for carrying only alternate card access service traffic.

Inward Assistance Service - access capacity for carrying only alternate card access service traffic.

Non presubscribed - access capacity where use of an access code (other than 1+) is required.

When ordering such types of access capacity, the customer must specify the appropriate traffic type(s)

Switched Access is furnished in quantities of trunks or in busy hour minutes of capacity (BHMCs). FGD Access is furnished on a BHMC and on a per trunk basis as set forth in Section 4.

BHMCs are differentiated by type and directionality of traffic carried over a Switched Access Service arrangement. Differentiation of traffic among BHMC types is necessary for the Company to properly design Switched Access Service to meet the traffic carrying capacity requirement of the Customer.

3.11 Switched Access Services Rate Descriptions

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There are five rate categories which apply to Switched Access Service:

- Switched Transport
- End Office Switching
- Tandem Switching and Transport
- Chargeable Optional Features
- Database

3.11.1 Switched Transport

The Switched Transport rate category provides for transmission facilities between the Customer's premises or collocated interconnection location and the Company's end office switch(es) and/or between the Company's tandem switch(es) and other carriers' end office switches.

Switched Transport is a two-way voice frequency transmission path composed of facilities for which the Company is responsible for the management and cost of these facilities.

Switched Transport is comprised of a Transport Termination (per minute) and Transport Facility (per minute per mile) charge. When End Office switching is utilized, the Switched Transport charge is billed as a separate rate element using a standard 10 mile facility charge.

When Tandem switching is utilized, the Switch Transport charges are combined with Tandem Switching. A standard 10 mile facility charge is used for Switched Transport when the Company's Tandem and the end user's End Office are located in the same incumbent local exchange carrier territory. A 20 mile facility charge is applied when the Company's tandem and the end user's End Office are located in different incumbent local exchange carrier territories.

When more than one Company is involved in providing the Switched Access Service, the Local Transport rates are applied as set forth in Section 4.

3.11.1.1 Entrance Facility

The Entrance Facility rate element provides for the

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use of a communications path between a Customer designated premises and the serving wire center of that premises. Included as part of the Entrance Facility is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the access service is to be connected at the customer designated premises and the type of signaling capability, if any. Entrance Facility is available as High Capacity service. One charge applies for each Entrance Facility that is terminated at a premises designated by the customer. This charge will apply even if the customer-designated premises and the serving wire center are collocated in a Company building.

3.11.1.2 Direct Trunked Transport

Direct Trunked Transport is available in High Capacity DS1, DS3, OC-X or Gig-E circuits. Direct Trunked Transport rates consist of a Direct Trunked Facility rates which is applied on a per mile basis and a Direct Trunked Termination rate which is applied at each end of each measured segment of the Direct Trunked Facility (e.g., at the end office, hub, tandem, and serving wire center). When the Direct Trunked Facility mileage is zero, the Direct Trunked Termination per mile rate will not apply.

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3.11.1.3 Optional Features

Where transmission facilities permit, the individual transmission paths between the Customers' designated premises and the first point of switching may, at the option of the Customer, be provided with the following optional features as set forth and described in Section 4 following.

- Supervisory Signaling
- Customer Specified Entry Switch Receive Level
- Customer Specification of Local Transport Termination - Signaling System 7 (SS7) Signaling

3.11.2 Termination and Transport

Termination and transport service is comprised of the connections and facilities between the Company's end office or tandem switches and a Customer's point of presence.

3.11.3 End Office

The End Office rate category provides the local end office switching functions necessary to complete the transmission of Switched Access communications to and from the end users served by the local end office and the Customer. The End Office rate includes the Local Switching, Carrier Common Line and Common Port rate elements. In addition, certain end office optional features are provided at charges set forth in Section 4.

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3.11.3.1 Local Switching

The Local Switching rate element provides for (1) local end office switching, i.e., the common switching functions associated with the various Switched Access Service arrangements and (2) intercept functions, i.e., the termination of certain calls at a Company intercept operator or recording. It is divided into two distinct categories: LS1 and LS2. The first category, LS1, provides local switching for Feature Groups A. The second category, LS2, provides local switching for Feature Group D, 800 Access Service, 900 Access Service.

Where end offices are appropriately equipped, international dialing may be provided as a capability associated with LS2. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard FGC.

3.11.3.2 Common Trunk Port

The Common Trunk Port used by multiple customers provides for the termination of common transport trunks in common end office trunk ports in conjunction with tandem routed traffic. The Common Trunk Port rate is assessed on a usage sensitive basis on tandem routed switched access.

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3.11.3.3 Carrier Common Line

The Carrier Common Line rate category provides for the use of Company common lines by Customers for access to end users to furnish Customer intrastate communications. Carrier Common Line is provided where the Customer obtains Company provided Switched Access Service.

3.11.3.3.1 Limitations

3.11.3.3.1.1 A telephone number is not provided with Carrier Common Line.

3.11.3.3.1.2 Detail billing is not provided for Carrier Common Line.

3.11.3.3.1.3 Directory listings are not included in the rates and charges for Carrier Common Line.

3.11.3.3.1.4 Intercept arrangements are not included in the rates and charges for Carrier Common Line.

3.11.3.3.1.5 All trunk side connections provided in the same combined access group will be limited to the same features and operating characteristics.

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3.11.3.3.2 Undertaking of the Telephone Company

Where the Customer is provided with Switched Access Service under this tariff, the Company will provide the use of Company common lines by a Customer for access to end users at rates and charges as set forth in Section 4 following.

3.11.3.3.3 Obligations of the Customer

3.11.3.3.3.1 The Customer facilities at the premises of the ordering Customer shall provide the necessary on-hook and off-hook supervision.

3.11.3.3.3.2 All Switched Access Service provided to the Customer will be subject to Carrier Common Line charges, excluding the Common Channel Signaling Access exemption.

3.11.3.3.4 Common Channel Signaling Access Exemption

The Common Channel Signaling Access Signal Transfer Point (STP) Port Termination charge, as set forth in Section 4 following, is not subject to a Carrier Common Line charge.

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3.11.3.3.5 Rate Regulations

The Carrier Common Line charges will be billed per access minute to each Switched Access Service Customer. When the Customer reports interstate and intrastate use of Switched Access Service, the Carrier Common Line charges will be billed only to intrastate interLATA and/or intraLATA Switched Access Service access minutes based on the data reported by the Customer set forth in Section 2.6 preceding.

3.11.4 Tandem Switching

The Tandem rate category provides the tandem switching functions necessary to complete the transmission of Switched Access communications to and from end offices that subtend the Company's tandem and the Customer. The Tandem rate includes the Tandem Switching, Transport (an average of ten miles), Termination and Multiplexing rate elements

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3.11.4.1 Tandem-Switched Transport Services

Tandem-Switched Transport provides Switched Transport that is switched through a tandem switch, between the customer's serving wire center and the end offices subtending the tandem. Tandem Switched Transport is also available between an access tandem and end offices subtending that tandem. Tandem-Switched Transport consists of circuits dedicated to the use of a single customer from the serving wire center to the tandem and circuits used in common by multiple customers from the tandem to the end office. The dedicated transport provided between the serving wire center and the tandem must be ordered as Direct Transport, as described in (b) preceding.

Tandem-Switched Transport is composed of the following usage sensitive rate elements:

3.11.4.1.1 The Tandem-Switched Termination element includes the non-distance sensitive portion of Switched Transport, and is assessed on a per access minute of use basis.

3.11.4.1.2 The Tandem-Switched Facility element includes the distance sensitive portion of Switched Transport and is assessed on a per access minute of use per mile basis. For simplicity, the Company will periodically assess the average number of miles that apply and adjust rates accordingly.

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3.11.4.1.3 The Tandem Switching element includes the access tandem switching associated with Tandem-Switched Transport traffic and is assessed per access minute switched through the tandem. Tandem-Switched Transport requires dedicated tandem trunk ports and end office common trunk ports as described in Section 4 following. In addition, common multiplexing, includes the multiplexing associated with the Tandem-Switched Transport. The rate application for Tandem-Switched Transport rates is set forth in Section 4. Tandem-Switched Transport is provided at the rates and charges set forth in Section 4.

3.11.5 Cross Connects

This service connects two facilities from the same customer or facilities from two different customers in the Company's central office(s). Cross connect service is provided at a DS1, DS3, OCX, or GigE level.

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3.12 Other Rate Categories

3.12.1 Toll Free Data Base Access Service

Toll Free Data Base Access Service is a service offering utilizing originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed toll free calls to a Company Service Switching Point which will initiate a query to the database to perform the Customer identification and delivery function. The call is forwarded to the appropriate Customer based on the dialed toll free number. Any dial around compensation relating to pay telephones will be billed in accordance to procedures and rates proscribed by the Federal Communications Commission. The Company reserves the right to bill end users of its toll free service for any dial around compensation costs the Company may incur.

3.12.1.1 Customer Identification Charge

The Toll Fee Data Base Access Service Customer Identification applies for the identification of the appropriate Customer. The charge is assessed to the Customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in Maryland.

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3.12.1.2.1 Toll Free Number Reservation

The Toll Free Number Reservation service applies to the request of the Customer to have the Company attempt to reserve a specific toll free number for the Customer. Company will not guarantee that a specific toll free number in any of the toll free prefixes (800, 877, 888, or future prefixes as designated by NANPA) will be available at the time a Customer requests the specific number.

3.13 Local Exchange Service (Reciprocal Compensation)

3.13.1 Definition

As used in this section, "local exchange call" means a telephonic communication (a) that is originated by a company that is authorized by the appropriate regulatory agency to provide local exchange telephone service, (b) that originates and terminates within a single "exchange area" or "local calling area" as defined in the approved tariffs of the originating company, and (c) that is dialed to an NPA-NXX code directly assigned to the Company in the State of Maryland.

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3.13.2 Description

Local Exchange Service is a service offering providing trunk side access to the Company's end office switches in the terminating direction only, for use by authorized providers of local exchange telephone service for the completion of local exchange calls that originate in the State of Maryland and terminate to the Company's end users in the State of Maryland. Local Exchange Service must be provided to a Point of Interface (POI) which will be established jointly by the Company and the customer at a location within the State of Maryland and in the same LATA as the Company end office at which the local exchange call will terminate. Local Exchange Service provides a transmission path between the POI and the Company's end user. In the absence of negotiated arrangements between the Company and a common carrier, the Company's reciprocal compensation arrangements to common carriers will be no higher than those of the incumbent carrier providing service in the region.

3.13.3 Obligations of the Local Exchange Provider

3.13.3.1 The Company may request an annual audit of the authorized local exchange provider billings for Local Exchange Services (calls originating from the Company's end-user to the authorized local exchange provider's end-user). The audit requirement is needed to ensure accurate billing between local exchange calls and non-local exchange calls.

3.13.3.2 The authorized local exchange provider will be requested to provide a forecast of total usage by each trunk group or facility ordered from the Company for each POI used in a Local Exchange Service arrangement.

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3.13.4 Rating of Local Exchange Service

For billing purposes, Local Exchange Service calls originating from an authorized local exchange provider and terminating on the Company's network (for completion to a Company end user) will be rated at the Company's end office.

3.13.5 Rate Regulations

Local Exchange Service will consist of the following rate categories.

3.13.5.1 Terminating Usage

The Terminating Usage rate will be applied on a per minute-of-use basis, as set forth in Section 4 following, for the completion of calls from a authorized local exchange provider end-user to a Company end-user. Any calls completed to the Company that were originated from the incumbent local exchange carrier in a given LATA and delivered by the incumbent directly to the Company will be billed at the reciprocal compensation, regardless of the point of origination of the call within the LATA.

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3.13.5.2 Direct Trunked Transport

Direct Trunked Transport provides the communication path between an authorized local exchange provider's POI and the Company's end office for the sole use of the authorized local exchange provider. The Direct Trunked Transport rates are billed on a monthly recurring and a per mile basis as specified in Section 4 of this tariff. A Customer may use a single Direct Trunk in conjunction with Local Exchange Service and other Switched Access Services. The Company shall require the Customer to file a Percentage of Local Usage (PLU) report which should, upon ordering Direct Trunked Transport from the Company, be revised on a quarterly basis.

3.13.5.3 Service Orders

The Service Order charges as specified in Section 4 of this tariff will apply on a per order basis.

3.13.5.4 Other Standard Charges

Standard charges set forth in Section 4 do not apply to Local Service, except for the specific rate elements identified in 3.13.5.2 and 3.13.5.3 above.

3.14 [Reserved for future use]

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3.15 [Reserved for future use]

3.16 Billing and Recording Services

The Company will provide the following services:

- Billing Name and Address (BNA)

3.16.1 [Reserved for future use]

3.16.2 Billing Name and Address Service

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

BNA Service is provided for the sole purpose of permitting the Customer to bill its telephone communications service to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone. The Customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products. BNA Service is provided on both a manual and mechanized basis. On a manual basis, the information will be provide by voice telecommunications or by mail, as appropriate. On a mechanized basis, the information will be entered on magnetic tape containing recorded Customer messages. BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the Company's data base.

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3.16.2.1 Undertaking of The Company

3.16.2.1.1 A request for information on over 100 and up to 500 telephone numbers should be mailed to the Company. The Company will provide the response by first class U.S. Mail within ten (10) business days.

3.16.2.1.2 Upon receipt of a magnetic tape of recorded Customer messages, the Company will, at the request of the Customer, provide BNA Service on a mechanized basis. The tape of messages may be provided by the Customer or, where the Customer subscribes to Recording Service as set forth in 3.17 preceding, may be the output from that service. The Company will enter the BNA information on the recorded message tape and send the tape to the Customer by first class U.S. Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply. The Company will provide a response to Customer-provided tapes by mail within six (6) business days of receipt. The Company will process and mail tapes which are the output of Recording Service every fifth business day.

3.16.2.1.3 The Company will specify the format in which requests and tapes are to be submitted.

3.16.2.1.4 The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company' records, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the Company will provide an

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indicator on the confidential records.

3.16.2.1.5 The Company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

3.16.2.2 Obligations of the Customer

3.16.2.2.1 With each order for BNA Service, the Customer shall identify the authorized individual and address to receive the BNA information.

3.16.2.2.2 A Customer which orders BNA Service on a mechanized basis and which intends to submit tapes of record messages for processing must provide the Company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.

3.16.2.2.3 The Customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those Customer personnel or agents with a need to know the information. The Customer must handle all billing name and address information designated as confidential by the Company in accordance with the Company's procedures concerning confidential information. The Company will provide to the Customer a statement of its procedures concerning confidential information.

3.16.2.2.4 The Customer shall not publicize or represent

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to others that the Company jointly participates with the Customer in the development of the Customer's end user records, accounts, data bases or market data, records, files and data bases or other systems it assembles through the use of BNA Service.

3.16.2.2.5 When the Customer orders BNA Service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the Company. The Company will designate the number obtained by subtracting the projected interstate percentage from 100 (100- projected interstate percentage = intrastate percentage) as the projected intrastate percentage.

This whole number percentage will be used by the Company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the Company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth following.

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Effective on the first of January, April, July and October of each year the Customer may update the jurisdictional report. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (e.g., February, May, August and November). No prorating or back billing will be done based on the report. If the Customer does not supply the report, 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.

3.16.2.2.6 The Company shall use reasonable efforts to provide accurate and complete lists. The company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

3.16.2.3 Rate Regulations

3.16.2.3.1 Service Establishment Charges apply for the initial establishment of BNA Service on a manual basis, for the initial establishment of BNA Service on a mechanized basis and for establishment of a Master List for a

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Customer.

3.16.2.3.2 A charge applies for each request for BNA information for a telephone number provided on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis. The Company will keep a count of the requests and of the messages processed. The Company will bill the Customer in accordance with these counts whether or not the Company was able to provide BNA information for all requests and messages.

3.16.2.3.3 Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in 5.3.3 following apply to each such message. Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the Company between interstate and intrastate. The percentages provided in the reports as set forth in Section 2 preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (e.g., requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use times the stated tariff rate.

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3.16.2.3.4 When a Customer cancels an order for BNA Service after the order date, the Service Establishment Charge applies.

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4 RATES AND CHARGES

4.1 Switched Access Rate

The Company switched access rate elements and associated rates mirror those filed by MCImetro Access Transmission Services, Maryland PSC Tariff No. 3, as outlined below:

Originating (per Minute of Use): \$0.0204

Terminating (per Minute of Use):

Tandem Connect – Without Tandem Switching:	\$0.012254
Tandem Connect – With Tandem Switching:	\$0.013828

The above rates will be applied retroactively to July 1, 2012, in accordance with the Commission’s notice, dated March 29, 2012, and in compliance with FCC Order No. FCC 11-161.

4.2 Service Orders Nonrecurring Charge

4.2.1 Service Implementation

Installation Charge	
-Per circuit	\$105

4.3 Local Transport

4.3.1 Entrance Facility

DS1	<u>Monthly Recurring</u>
-Per Point of Termination	\$200.00

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DS3
-Per Point of Termination \$3400.00

4.3.2 Direct Trunked Transport

<u>Facility Mileage</u>	<u>Per Mile</u>
DS1	\$30.00
DS3	\$220.00

4.3.4 Chargeable Optional Features

	<u>Rate per feature</u>
SS7 Signaling Option Conversion, non-recurring	\$0.00
Change in Point Code -Per change	\$200

4.3.5 Multiplexing
DS3 to DS1, per multiplexer \$450

4.3.6 Dedicated Switch Port
Per DS1 port \$10

4.3.7 Non-chargeable Optional Features

4.3.7.1 Supervisory Signaling

DX or SF Supervisory Signaling arrangement -Per
Transmission Path

E&M Types I, II, & III Supervisory
Signaling arrangement
-Per Transmission Path

4.3.7.2 Signaling System 7
-Per signaling connection arranged

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4.3.7.3 64 kbps Clear Channel Capability
-Per Transmission Path

4.4 End Office

4.4.1 Common Switching Chargeable Optional Features

	<u>Rate</u>
Automatic Number Identification/ SS7 Charge Number -Per Attempt	\$0.0025

4.4.2 Common Switching Non-Chargeable Optional Features

Service Class Routing
(available with FGD)
-Per Transmission Path Group

Alternate Traffic Routing
(available with FGD)
-Per Transmission Path Group

International Carrier Option
(available with FGD)
-Per End Office and Access Tandem
SS7 Signaling
Option -Calling
Party Number
(available with
FGD)

-Carrier Selection
Parameter (available
with FGD)

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4.4.3 Trunk Side Transport Termination Non-Chargeable Options

Standard Trunk for
Originating, Terminating or
Two-Way Operation
(available with FGD)

Operator Trunk, Full Feature
Arrangement (available with FGD)

Operator Trunk, Assist
Feature (available with
FGD)

4.4.4 Non-Chargeable SS7 Signaling Option

Calling Party
Number
(available with
FGD)

Charge
Number
(available with
FGD)

Carrier Selection or Access Transport
Parameters (available with FGD)

4.5 Toll Free Data Base Access Service

	<u>Rate</u>
4.5.1 Customer Identification -Per Query	\$0.003089
4.5.2 Toll Free Number Reservation -Per Toll Free Number	\$1.00

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11442 Lake Butler Boulevard Windermere, FL 34786

4.6	Miscellaneous Services	
4.6.1	[Reserved for future use]	
4.6.2	[Reserved for future use]	
4.6.3	LNP Query per query	\$0.002
4.7	Billing and Collection Services	
		<u>Recurring Charge</u>
4.7.1	Recording -Per Customer Message	\$0.025
4.7.2	[Reserved for future use]	
4.7.3	Billing Name and Address Mechanized Transaction	
	- Service Establishment Charge	\$125.00
	- Query Charge Per Telephone Number	\$0.20

Issued: _____

Effective date: _____

Jim Finneran
Chief Operating Officer/Compliance Officer
Local Access LLC
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