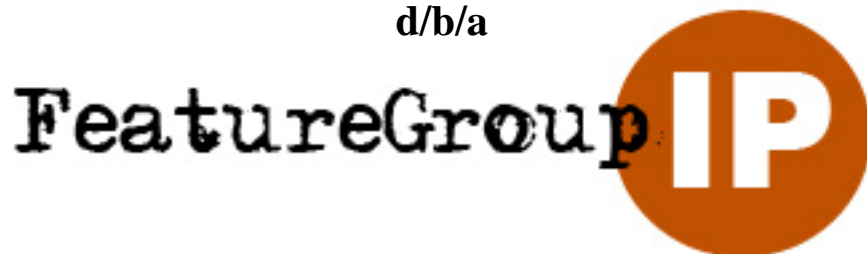


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Tariff FCC No. 1  
2<sup>nd</sup> Revised Page 1  
Issued: July 3, 2007  
Effective: July 4, 2007

**UTEX COMMUNICATIONS CORP.**

**d/b/a**



**REGULATIONS AND SCHEDULE OF CHARGES FOR  
EXCHANGE AND INFORMATION ACCESS SERVICE**

**&**

**INTERNET GATEWAY INTERMEDIATION  
POINT OF PRESENCE SERVICES  
WITHIN THE UNITED STATES OF AMERICA  
“IGI-POP”  
SERVICES**

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CONCURRING, CONNECTING OR  
OTHER PARTICIPATING CARRIERS

NONE

## SYMBOLS

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

- C - Changed regulation
- D - Discontinued rate or regulation
- I - Increase
- M - Matter relocated without change
- N - New rate or regulation
- R - Reduction
- S - Reissued matter
- T - Change in text, but no change in rate or regulation

### TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are added to the Tariff from time to time. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 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, page 14 4<sup>th</sup> revised cancels page 14 3<sup>rd</sup> revised.
- C. Paragraph Numbering Sequence - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2.1
  - 2.1.1
  - 2.1.1 (A)
  - 2.1.1 (A).1
  - 2.1.1 (A).1.a
  - 2.1.1 (A).1.a.i
  - 2.1.1 (A).1.a.i (1)
- D. Check Pages - When a Tariff filing is made with the Commission, an updated check page accompanies the Tariff filing. The check page lists the pages contained in the Tariff with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

<p>1.0 APPLICATION OF TARIFF.</p>	
<p>1.1 This Tariff contains regulations, rates and charges applicable to the provision of Carrier Common Line, Customer Access Line, Presubscribed Interexchange Carrier, Switched Access and Internet Gateway Intermediation – Point of Presence (“IGI-POP”) Services, and other miscellaneous services, hereinafter referred to collectively as Service(s), as defined herein, for connection to interstate communications facilities for customers within the operating areas of UTEX Communications Corporation (hereinafter collectively “The Company”).</p> <p>Carrier Common Line, Customer Access Line, Presubscribed Interexchange Carrier and Switched Access are Exchange Access services designed to support intraLATA toll and Interexchange Telephone Toll services provided by Local Exchange Carriers, IXC and CMRS carriers. For ease of reference, these are denominated as “Access” Service.</p> <p>IGI-POP is an information access service, designed to support the provision of Enhanced and/or Information services. For purposes of this Tariff, IGI-POP is not an “Access” Service.</p>	T
<p>1.2 Access Services constitute a separate offering from IGI-POP Service, with potentially different features, functions, prices, interfaces and applications. Carriers will subscribe to Access Services, while enhanced and or information service providers may subscribe to IGI-POP Service, or if they prefer, Access service. Unless the Customer expressly indicates a desire to subscribe to IGI-POP Service, Company will assume that any non-carrier Customer has ordered IGI-POP.</p>	T
<p>1.3 Services are provided by means of wire, fiber optics, radio or any other suitable technology or combination thereof.</p>	T
<p>1.4 Reserved for Future Use.</p>	T
<p>1.5 The provision of Services as set forth in this tariff does not constitute a joint undertaking with the customer for the furnishing of any service.</p>	T
<p>2.0 REGULATIONS FOR ACCESS SERVICE AND IGI-POP SERVICE</p>	
<p>2.1 <u>Undertaking of the Company</u></p>	
<p>2.1.1 <u>Scope</u>                  Access Service consists of access to the Public Switched Telephone Network operated by an exchange carrier or the Company’s network for the purpose of originating or terminating exchange, Telephone Toll and IntraLATA toll communications. Access service also includes</p>	

certain ancillary or incidental services relating to signaling layer interaction between the Company and LECs, IXCs and CMRS carriers without regard to the jurisdictional nature of the traffic exchanged at the bearer layer.

An LEC, IXC or CMRS Carrier that routes traffic to the Company's network for termination of exchange, intraLATA toll or interLATA toll traffic shall be deemed to have submitted, and the Company shall be deemed to have received, an Order at the time traffic is first routed to Company, unless the Company and the Carrier have previously expressly provided for alternative treatment. Carrier and Company will exchange all required information to measure traffic and invoice charges and credits.

An LEC, IXC or CMRS Carrier that routes traffic to or receives traffic from an "IGI POP" customer of Feature Group IP shall create an access charge to the other carrier only according to the terms of this agreement. This means that all non-toll traffic, which arises when either party asserts the ESP exemption, shall not create an access charge.

Also, consistent with the FCC's Regulatory Light Touch policy on Voice Over Internet Protocol, Feature Group IP will offer to all other regulated local exchange carriers and CMRS providers with which it exchanges traffic, a "No Compensation Due" arrangement for the mutual exchange of **all traffic** to and from new technology providers which include all IGI POP traffic.

Feature Group IP has such an agreement with SBC in Texas.

#### 2.1.2 Liability of the Company.

2.1.2(A) The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth following. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.1.2(B) The Company shall not incur any liability with regard to delayed installation of Company facilities or commencement of Service. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this Tariff, and the Company's liability, if any, shall be limited as provided herein.

2.1.2(C) The Customer shall not be liable for any delay or failure of performance or equipment due to cause beyond its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-ways or materials; or strikes, lockouts work stoppages, or other labor difficulties.

2.1.2(D) The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Services; or (b) for the acts or omissions of other providers or warehouseers of services or facilities.

2.1.2(E) The Company shall not be liable to the Customer, third parties or any Carrier with whom the Company exchanges traffic or signaling for any damages, losses or charges due to the fault or negligence of the Customer or Authorized Users or due to the failure or malfunctions of Customer- or Authorized User-provided equipment or facilities.

2.1.2(F) The Customer and each Authorized User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this paragraph F. as a condition precedent to such installation.

2.1.2(G) The Company shall not be liable for any defacement of or damage to Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other providers shall be deemed to be agents or employees of the Company.

2.1.2(H) Notwithstanding the Customer's obligations as set forth below, the Company shall be identified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's or Authorized Users' use of services furnished under this Tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connection of the service offered by the Company with

apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this Tariff.

2.1.2(I) The Company shall be indemnified and held harmless by the Customer and its Authorized Users against any claim, loss or damage arising from the Customer's or Authorized Users' use of services offered under this Tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the Customer's or Authorized Users' own communications; patent infringement claims arising from the combining or connecting the service offered by the Company with facilities or equipment furnished by the Customer or Authorized User or another provider; or all other claims arising out of any act or omission of the Customer, Authorized User or other provider in connection with any service provided pursuant to this Tariff.

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

2.1.2(K) The Company makes no warranties or representations, express or implied, including warranties of merchant-ability or fitness for a particular use, except those expressly set forth herein.

2.1.2(L) The Company shall not be liable to the Customer, third parties or any Carrier with whom the Company exchanges traffic or signaling for any act or omission of any other company or companies furnishing a portion of the service, or for damages, losses or charges associated with service, channels, or equipment which result from the operation of systems, equipment, facilities or service which are interconnected with Company services.

2.1.2(M) The Company does not guarantee nor make any warranty with respect to service installation at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and Authorized User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions 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, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal presence, condition, locations or use of service furnished by the Company at such locations.

2.1.2(N) The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent

or any Authorized User, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that the equipment and/or systems or those of its agent and/or Authorized User is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth below, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer, its agent or any Authorized User fails to maintain and operate equipment and/or systems properly, with resulting imminent harm to Company equipment, personnel, or the quality of service of other customers or users, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

2.1.2(O) The Company shall not be liable to any Customer, third party or Carrier with whom the Company exchanges traffic or signaling for any act or omission by its Customers, vendors or suppliers concerning the implementation of Number Portability or Presubscription, as defined herein.

2.1.2(P) With respect to Telecommunications Relay Service (TRS), any service provided by Company which involves receiving, translating, transmitting or delivering messages by telephone, text telephone, a telecommunications device for the deaf, or any other instrument over the facilities of Company or any connecting Carrier, Company's liability for the interruption or failure of the service shall not exceed an amount equal to the Company's charge for a one minute call to the called station at the time the affected calls were made.

2.1.3. - 2.1.4. Reserved for Future Use

2.1.5 Notification of Service-Affecting Activities

The Company will attempt to provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer or Authorized User but affect many Customers' or Authorized Users' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine reasonable, notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

2.1.6(A) The Company shall use reasonable efforts to make available services to a

Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.1.6(B) The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

2.1.6(C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

2.1.6(D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

2.1.6(E) The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to a Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer or any Authorized User.

2.1.6(F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer or Authorized User provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible to the Customer, third parties, or any Carrier with whom the Company exchanges traffic or signaling for:

2.1.6(F).1. the transmission of signals at the signaling or bearer layer by Customer- or Authorized User-provided equipment or for the quality of, or defect in, such transmission;

2.1.6(F)2. the reception of signals by Customer- or Authorized User-provided equipment; or

2.1.6(F)3. network control signaling or the lack thereof where signaling is performed by Customer- or Authorized User-provided network control signaling equipment.

2.1.6(G) The Company will work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or

man-made disasters which affect telecommunications services.

2.1.6(H) The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

## 2.2 Prohibited Use

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

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions; and if the reseller intends to provide mixed interstate/intrastate telecommunications service, is certified or registered with the Federal Communications Commission and the proper state authority.

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

## 2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

2.3.1(A) the payment of all applicable charges pursuant to this Tariff;

2.3.1(B) 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 Authorized User; or the noncompliance by the Customer or Authorized User with these regulations; or by fire or theft or other casualty on the Customer's or Authorized User's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer or in prosecuting a claim against the person causing such damage and the Customer shall be subrogated in the Company's right of recovery of damages to the extent of such payment;

2.3.1(C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer's or Authorized User's Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;

2.3.1(D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of facilities and associated equipment used to provide Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1.C. above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

2.3.1(E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company 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 (e.g. friable asbestos) prior to any construction or installation work;

2.3.1(F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Premises or the rights-of-way for which Customer is responsible for obtaining as provided above; and granting or obtaining permission for Company agents or employees to enter the Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and

2.3.1(G) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

### 2.3.2 Claims

With respect to any service or facility provided by the Company; Customer and each Authorized User shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for:

2.3.2(A) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of the Company, the Customer or any Authorized User, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives, invitees or Authorized Users;

2.3.2(B) any claim, loss, damage, expense or liability for 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 or Authorized User, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.3.2(C) any claim, loss, charges or damages related to a failure of Customers' equipment to perform such database inquiries and/or all necessary functions to ensure proper routing of traffic, including but not limited to local number portability.

### 2.3.3 Jurisdictional Reporting

There are no jurisdictional reporting requirements for IGI-POP Service since all traffic is considered to be interstate for the purpose of determining the regulatory jurisdiction.

The jurisdictional reporting requirements for Access Services will be as specified below. When a Customer orders Access Services, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein.

2.3.3(A) Originating Access: Originating access minutes may be based on traffic originating at the State, LATA or Local Switching Office level, provided that the traffic being measured is only traffic originating from or over Company provided facilities. The Customer must provide the Company with a projected PIU factor on a quarterly basis, as specified below. Originating access minutes will be measured as follows, based on type of access:

2.3.3(A)1. For Feature Group D Access Service(s), where the Company can determine jurisdiction by call detail, the projected Percent Interstate Usage (PIU) will be developed by the Company on a monthly basis by dividing the measured interstate originating access minutes by the total originating access minutes.

2.3.3(A)2. For 500, 700, 8XX, calling card and operator service Access, the Customer must provide the Company with a projected PIU factor for each type of access. The Customer who provides a PIU factor shall supply the Company with an interstate percentage of originating access minutes.

2.3.3(A)3. If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of fifty (50) percent interstate traffic.

2.3.3(B) Terminating Access: For Feature Group D Access Service(s), the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in paragraph D. following. If no projected PIU factor is submitted by the Customer, then the projected PIU developed for originating access in Section 2.3.3(A), above, will be applied to

the terminating access minutes.

2.3.3(C) Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below. The revised report will serve as the basis for future billing and will be effective on the next bill date.

2.3.3(D) Effective on the first of January, April, July and October of each year the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than fifteen (15) days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use, based solely on the traffic originating or terminating over Company provided facilities. The revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the Access Service Request.

2.3.3(E) Jurisdictional Reports Verification:

If a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data used to determine the projected PIU factor. The Customer will supply the data within thirty (30) days of the Company's request.

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

2.3.3(F) Terminating Traffic. Any exchange, intraLATA or interLATA traffic terminated over Company's network on behalf of an Exchange Carrier, IXC or CMRS Carrier that is subject to this Tariff shall be treated as Feature Group D traffic, unless the terms of an interconnection, traffic exchange or other written agreement expressly provide otherwise.

## 2.4 Customer Equipment and Channels

### 2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

#### 2.4.2 Station Equipment

2.4.2(A) The Customer and/or Customer's Authorized User is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

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

#### 2.4.3 Interconnection of Facilities

2.4.3(A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.

2.4.3(B) Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of this Tariff.

#### 2.4.4 Inspections

2.4.4(A) Upon reasonable notification to the Customer, and at reasonable times, 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 Section 2.4.2.B. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2.4.4(B) If the protective requirements for Customer-or Authorized User-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request twenty four (24) hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

## 2.5 Payment Arrangements

### 2.5.1 Payment for Service

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

#### 2.5.1(A) Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Services. All such taxes shall be separately designated on the Company's invoices. Any taxes, fees or surcharges imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions.

2.5.1.(A)1 For Access Service, if an entity other than the Company (e.g. another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's Non-Recurring or Recurring Charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.5.1.(A)2 For IGI-POP Service, if an entity other than the Company (e.g. another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's Non-Recurring Charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.5.1(A)3. A surcharge is imposed on all charges for service(s) provided at addresses in any governmental, municipal or special taxing jurisdiction(s) which levy, or assert a claim of right to levy, a gross receipts tax on the Company's operations in any such governmental, municipal or special taxing jurisdiction(s), or a tax on interstate charges incurred by the Company for service to telephone exchanges in that governmental, municipal or special

taxing jurisdiction(s). This surcharge is based on the particular jurisdiction's receipts tax and other taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that jurisdiction and/or payment of interstate access charges in that jurisdiction. Any such surcharge will be shown as a separate line item on the Customer's monthly invoice.

#### 2.5.2 Billing and Collection of Charges

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this Tariff attributable to services established, provided, or discontinued during the preceding billing period.

The Customer will be assessed a charge of thirty-dollars (\$30.00) each time a check or moneys submitted as payment to the Company by the Customer is returned or not honored by a bank, depository or other financial institution.

2.5.2(A) The Company shall render bills monthly to the Customer.

2.5.2(B) The Company will render bills for non-usage sensitive Recurring Charges in advance of the month in which service is provided, and will render invoices for usage sensitive charges monthly to the Customer in arrears, subsequent to the usage. Non-Recurring Charges may on occasion be billed on the next monthly bill to the Customer after the charges are incurred. All charges billed to the Customer shall be due and payable within thirty (30) days after the bill date.

2.5.2(C) 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-rata basis. For this purpose, every month is considered to have thirty (30) days.

2.5.2(D) Rounding of Charges. When rates set forth in this tariff are shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded up to the nearest penny (i.e., rounded to two decimal places).

2.5.2(E) Billing of the Customer by the Company will begin on the Service Commencement Date, which is usually the first day following the date 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.

2.5.2(F) 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 that are not

immediately available, 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 the one and one-half percent (1.5%) late charge applied to the unpaid balance.

2.5.2(G) Amounts not paid within thirty (30) days after the date of invoice will be considered past due. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash. If a service is disconnected by the Company and later restored, restoration of service will be subject to all applicable installation charges.

2.5.2(H) The Customer shall have up to ninety (90) days (commencing five (5) days after remittance of the bill) to notify the Company of a dispute over charges or to receive credits.

2.5.2(H).1 Billing Disputes

In the event that a billing dispute occurs concerning any charges billed to Customer by Company the following regulations will apply.

2.5.2(H).1.a A good faith dispute requires Customer to provide a written claim to Company. Instructions for submitting a dispute can be obtained by calling the billing inquiry number shown on Customer's bill. Such claim must identify in detail the basis for the dispute, the account number under which the bill has been rendered, the date of the bill and the specific items on the bill being disputed, to permit Company to investigate the merits of the dispute.

2.5.2(H).1.b The date of the dispute shall be the date on which Customer furnishes Company the account information required by Section 2.5.2(H).1.a above.

2.5.2(H).1.c The date of resolution shall be the date on which Company completes its investigation of the dispute, notifies Customer in writing of the disposition and, if the billing dispute is resolved in favor of Customer, applies the credit for the amount of the dispute resolved in Customer's favor to Customer's bill.

2.5.2(H).1.d If the dispute is decided to be in favor of Company, then the resolution date will be the date upon which a written decision on this dispute is sent to Customer. Resolution is final when notice is provided to the Customer.

2.5.2(H).1.e Billing Disputes Resolved in Favor of Company

In the event that a billing dispute is resolved in favor of Company, any payments withheld pending settlement of the dispute shall be subject to a late payment charge determined in accordance with 2.5.2(F) preceding and applied to such disputed charges. Such annual rate will be compounded daily and applied for each month or portion thereof that such charges were unpaid.

2.5.2(I) Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier is Involved.

All Recurring and Non-Recurring Charges for Access Services provided by each Exchange Carrier are billed under each Company's applicable Tariffs. Under a Meet Point Billing arrangement, the Company will only bill for charges for Access traffic carried between the Company Meet Point and the calling or called party.

The multiple billing arrangement described in this section is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD). The Company will notify the Customer of: 1) the meet point option that will be used; 2) the Carrier(s) that will render the bill(s); 3) the Carrier(s) to whom payment should be remitted; and 4) the Carrier(s) that will provide the bill inquiry function. The Company shall provide such notification at the time orders are placed for Access Service. Additionally, the Company shall provide this notice thirty (30) days in advance of any changes in the arrangement.

The Company will handle the ordering, rating and billing of Access Services under this Tariff where more than one Exchange Carrier is involved in the provision of Access Services, as follows:

2.5.2(I)1. For FGD Access Service ordered to the Company's Local Switching Center through a switch operated by another Exchange Carrier with whom the Company has an agreement, the Customer may be required to submit an order as specified by the Exchange Carrier which operates the switch.

2.5.2(I)2. Separate bills will be rendered by the Exchange Carrier for FGD access service.

2.5.2(I)3. Rating and Billing of Service: Each company will provide its portion of access service based on the regulations, rates and charges contained in its respective Access Service Tariff as appropriate:

2.5.2(I)4. The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved. When rates and charges are listed on a per minute basis, the Company's rates and charges will apply to traffic originating from the Customer's Premises and terminating at the called party's premises, and to traffic originating from a calling party's premises and routed to the Customer's Premises.

2.5.3 Deposits

2.5.3(A) Before the service or facility is furnished to a Customer whose credit has not been duly established under Company policies, the Company may require a Customer to

make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

2.5.3(A)1. an amount in excess of three (3) months of the estimated charge for the service for the ensuing twelve (12) months; or

2.5.3(A)2. one half (½) of the estimated charge for the minimum payment for a service or facility which has a minimum payment period of more than one (1) month; except that the deposit may include an additional amount in the event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

2.5.3(B) A deposit may be required in addition to an advance payment.

2.5.3(C) The Company shall pay interest on a deposit at a rate not to exceed six (6) percent. Interest on a deposit shall accrue annually and, if requested, shall be credited annually to the customer by deducting an amount equal to such interest due from the amount of the customer's bill for service following the accrual date.

2.5.3(D) The charges set forth in this Tariff for facility terminations contemplate installations made during regular business hours in normal locations and under normal working conditions. Any installations to be made under other circumstances are subject to additional charges.

2.5.3(E) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option return the deposit or credit the Customer's account.

#### 2.5.4 Refusal and Discontinuance of Service

2.5.4(A) Upon nonpayment of any amounts owing to the Company by a Customer, the Company may, by giving written notice five (5) days in advance to the Customer, discontinue or suspend service without incurring any liability.

2.5.4(B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving written notice thirty (30) days in advance to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

2.5.4(C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

2.5.4(D) Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

2.5.4(E) Upon the Company's discontinuance of service to the Customer, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

2.5.4(F) When Access Service is provided by more than one Company, the companies involved in providing the joint service may individually or collectively deny service to a Customer for nonpayment. Where the Company(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Access Service, such other Company(s) will, if technically feasible, assist in denying the joint service to the Customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Company initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable Tariff provisions, the Tariff regulations of the company whose Local Serving Office serves the Customer shall apply for joint service discontinuance.

2.5.4(G) The Company may discontinue furnishing any and/or all services(s) to a Customer, without incurring any liability:

2.5.4(G)1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service, if:

2.5.4(G).1.a. The Customer refuses to furnish information acceptable to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s);

2.5.4(G)1.b. The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s);

2.5.4(G).1.c. The Customer states that it will not comply with a request of the Company for security for the payment for service(s);

2.5.4(G).1.d. The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other communications services to which the Customer either subscribes or had subscribed or used;

2.5.4(G).1.e. The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or

2.5.4(G).1.f. The Customer uses, or attempts to use, service with the intent to void the payment, either in whole or in part, of the tariffed charges for the service by:

2.5.4(G).1.f.i Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this Tariff;

2.5.4(G).1.f.ii. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

2.5.4(G).1.f.iii. Any other fraudulent means or devices.

2.5.4(G)2. Immediately upon written notice to the Customer of any sum thirty (30) days past due;

2.5.4(G)3. Immediately upon written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service; or

2.5.4(G)4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this Tariff if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for services(s) furnished up to the time of discontinuance.

## 2.5.5 Cancellation of Application for Service

2.5.5(A) In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.5.5(B) Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except as may be specified in this Tariff.

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

2.5.5(D) Special charges described in this Tariff will be calculated and applied on a case-by-case basis.

## 2.6 Allowances for Interruptions in Service

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this Tariff by, the Customer or Authorized User or the operation or malfunction of the facilities, power, or equipment provided by the Customer or Authorized User, will be credited to the Customer for the part of the service that the interruption affects.

### 2.6.1 Credit for Interruptions

2.6.1(A) A credit allowance will be made at the request of the customer when an interruption occurs 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.

2.6.1(B) For calculating credit allowances, every month is considered to have thirty (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. No credit will be allowed for an interruption of a Dedicated Access facility for less than twenty four (24) hours. After the first twenty four (24) hour period, a credit equal to 1/30 of the Dedicated Access facility charges will be applied to each interruption which is in excess of twelve (12) hours and up to twenty four (24) hours.

### 2.6.2 Limitations on Allowances

2.6.2(A) No credit allowance will be made for:

2.6.2(A)1. interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by, the Customer, Authorized User, or other service provider connected to the service of Company;

2.6.2(A)2. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other service provider connected to the Company's facilities;

2.6.2(A)3. interruptions due to the failure or malfunction of non-Company equipment;

2.6.2(A)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;

2.6.2(A)5. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

2.6.2(A)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

2.6.2(A)7. interruption of service due to circumstances or causes beyond the control of the Company .

### 2.6.3 Use of Alternative Service Provided by the Company:

Should the Customer elect to use an alternative service provided by the Company, or another Provider, during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

### 2.7 Cancellation of Service

2.7.1 If a Customer cancels services before the completion of the term for any reason whatsoever without notice and without the Company's concurrence or consent, the Customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and shall be payable within the period set forth above: all costs, fees, and expenses reasonably incurred in connection with 1) all Non-Recurring Charges reasonably expended by Company to establish service to Customer; plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus 3) all Recurring Charges specified in the applicable Tariff for the balance of the then current term.

### 2.8 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or

transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

## 2.9 Notices and Communications

2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.9.2 All notices or other communications required to be given pursuant to this Tariff shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third (3rd) business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.9.3 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein

## 2.10 Definitions

Certain terms used generally throughout this Tariff for Services of this Company are defined below.

### Access

For purposes of this Tariff, "Access" is synonymous with "Exchange Access" as defined in § 153(16) of the Communications Act. An entity that does not provide Telephone Toll service may also voluntarily subscribe to Access.

### Access Code

Denotes a uniform seven digit code assigned by a Local Exchange Company to an individual Interexchange Carrier. The seven digit code has the form 101XXXX or 950-XXXX.

### Access Customer Name Abbreviation (ACNA)

Denotes a three alphanumeric character code that identifies Legacy PSTN Carriers from which Access Services bills are generated when the PSTN Carrier provides originating or terminating per minute Traffic.

### Access Customer Terminal Location (ACTL).

Denotes the eleven (11) character Common Language Location Identifier (CLLI) code identifying the Feature Group IP's Point of Presence (POP/InterLATA Facility terminal location) for the PSTN.

### Access Minutes

Denotes the purchase of usage based Exchange Access facilities by an Interexchange Carrier, Local Exchange Carrier or CMRS Carrier for the purpose of providing interstate or foreign telecommunications service.

Access Node

Denotes a Local Exchange Company central office (CO Access Node) or a customer designated premises (Premises Access Node) equipped to interface with a Legacy Interexchange Carrier.

Access Tandem - Interexchange

Denotes a Telephone Company switching system that provides a concentration and distribution function for originating or terminating Switched Access traffic between Local Exchange Carriers and Legacy Interexchange Carriers and CMRS Carriers.

Access Service or Switched Access Service

Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Access Service is available to carriers as defined herein.

Access Service Request (ASR)

An industry service order format used by Access Service customers and access providers as agreed to by the Ordering and Billing Forum.

Advance Payment

Payment of all or part of a charge required before the start of service.

Alternate Access

Alternate Access has the same meaning as Local Access except that the provider of the service is an entity other than the local Exchange Carrier authorized or permitted to provide such service. The charges for Alternate Access may be specified in a private agreement rather than in a published or special Tariff if private agreements are permitted by applicable governmental rules.

Authorized User

A person, firm, corporation or other entity that either is authorized by the Customer to use Services or is placed in a position by the Customer, either through acts or omissions, to use Services. A Joint User is one example, but not the only kind, of Authorized User.

Bit

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

Callable E-mail Address

A Session Internet Protocol (SIP) method of completing a call to an IGI-POP location customer not using the PSTN.

Carrier or Common Carrier

See Interexchange Carrier or Exchange Carrier.

Channel(s)

An electrical or, in the case of fiber optic-based transmission systems, a photonic communications path between two or more points of termination.

Common Channel Signaling (CCS)

A high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

Company

UTEX Communications Corporation d/b/a FeatureGroup IP, which is the issuer of this Tariff.

Commission

Federal Communications Commission

Conventional Signaling

The inter-machine signaling system has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating Local Switching Office which terminates the call. In this system, all of the dialed digits are received by the originating switch, a path is selected, and the sequence of supervisory signals and outpulsed digits is initiated. No overlap outpulsing ten digit ANI, ANI information digits, or acknowledgment link are included in this signaling sequence.

Customer

The person, firm, corporation or other entity which orders or obtains Service and is responsible for the payment of charges and for compliance with the Company's Tariff regulations.

Duplex Service

Service which provides for simultaneous transmission in both directions.

800 Data Base Access Service

The term "800 Data Base Access Service" denotes a toll-free originating Trunk-side Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used. The term 8XX is used interchangeably with 800 Data Base Service throughout this Tariff to describe this service.

End User

End User means any customer of an interstate or foreign telecommunications service that is

<p>not a carrier except that a carrier shall be deemed to be an “end user” when such carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an “end user” if all resale transmissions offered by such reseller originate on the premises of such reseller. A person or entity that utilizes IGI-POP services shall be deemed to be an “end user” even if such an entity resells all or part of the service.</p>	
<p><u>End Point</u>          A network appearance that initiates and receives messages and signals related to telephony service. End Points may be real or virtual in nature and many may be present in a given platform. An End Point is a participant in a Call Session; the user supported by the Responsible Service Provider. There will be at least two kinds of End Points. (1) The Originating End Point, which sends the call control set-up message for a call session, or on whose behalf the Responsible Service Provider sends the call control set-up message for a call session; and, (2) the Terminating End Point, to whom the call session is addressed, perhaps through one or more Service Providers.</p>	<p>N N N N N N N N</p>
<p><u>End Point User</u>          End Point User means the same thing as “End User” except that the customer may subscribe to services or obtain functionalities other than or in addition to telecommunications service, such as enhanced and/or information service.</p>	<p>N N N N</p>
<p><u>Enhanced Service</u>          “Enhanced service” means voice mail, Internet service (including Voice Over Internet service), tele-messaging services, information services and other services a FeatureGroup IP customer states is an enhanced service under Section 153(20) of the Act and/or 47 CFR § 64.702.</p>	
<p><u>Enhanced Service Provider or ESP</u>          ESPs include but are not limited to voice mail companies, Internet Service Providers, Information Service Providers and tele-messaging companies. For purposes of this agreement, all ESPs, whether affiliated or not, are to be treated as End Users if the ESP avails itself of the ESP exemption upon order of service from FeatureGroup IP.</p>	<p>T</p>
<p><u>ESP Exemption</u>          The “ESP Exemption” is an affirmative exercise of federal regulatory authority over interstate service whereby, despite heavy use of interstate service, the FCC allows ESPs to purchase flat rated local service to terminate and originate traffic over Local Exchange Carrier and CMRS networks without creating any liability for the payment of traditional Exchange Access charges. When an ESP takes advantage of the ESP exemption, it is exempt from being charged Interstate or Intrastate Interexchange services on a usage sensitive basis. An ESP, at its election, may choose to not avail itself of the ESP exemption and instead subscribe to interstate Access tariffs such as the new SBC TIPToP tariff. Feature Group IP shall only sell IGI-POP services to entities which claim the ESP Exemption.</p>	

Ethernet Voice Session (EVS)

Denotes a unit for measuring the number of simultaneous unique IP voice communication paths which can occur over a physical Internet Connection to the IGI-POP.

Exchange Carrier (or Local Exchange Carrier)

Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of telephone exchange or exchange access service. The Company may be considered an Exchange Carrier for some purposes, depending on the context.

Exchange Access

“Exchange Access” means the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services.

Fiber Optic Cable

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

Firm Order Confirmation (FOC)

Acknowledgment by the Company of receipt of an Service Request from the Customer and commitment by the Company of a Service Date.

Hub

The Company office where all facilities are terminated for purposes of interconnection to Trunks and/or cross-connection to distant ends.

Incumbent LEC

The Local Exchange Carrier that, with respect to an area:

(A) on the date of enactment of the Telecommunications Act of 1996, provided telephone exchange service in such area; and

(B)(i) on such date of enactment, was deemed to be a member of the exchange carrier association pursuant to section 69.601(b) of the Commission’s regulations (47 C.F.R. 69.601(b)); or (ii) is a person or entity that, on or after such date of enactment, became a successor or assign of a member described in clause (i).

Individual Case Basis

A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer’s situation.

Interexchange Carrier (IC) or Interexchange Common Carrier (IXC)

Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges, insofar as the IC is acting as a common carrier.

International Direct Distance Dialing (IDDD)

Denotes the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a FGD connection with a Legacy Interexchange Carrier.

Internet Protocol (IP) Access Connection

Denotes a connection between an Internet Service Provider and an Internet Service Provider Customer which uses communication services such as; dial-up access, dedicated Basic Rate Interface ISDN access through the PSTN, Cable Modem, DSL Line, Dedicated or fractional DS1 to internet, Dedicated or fractional DS3, licensed or unlicensed wireless, or other IP connections including various forms of Ethernet connections.

Information access

Denotes the provision of telecommunications services to an enhanced and/or information service provider.

Information service

“Information service” means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.

IntraLATA Interexchange Traffic

“IntraLATA Interexchange Traffic” means telephone toll service purposefully purchased out of published intrastate tariffs from a Legacy carrier.

Interconnected PSTN Provider

Any provider of service that has been directly assigned geographic or non-geographic numbering resources (E.164 addresses) by the North American Numbering Plan Administrator, including but not limited to (1) a Legacy carrier, or, (2) an Interconnected VoIP Service Provider that has obtained a waiver from the FCC allowing direct assignment.

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InterLATA Interexchange Traffic

“InterLATA Interexchange Traffic” means telephone toll service purposefully purchased out of published intrastate or interstate tariffs from a Legacy carrier.

Internet Service Provider (ISP)

An ISP is any person or entity that provides the ability for its customers to access the features, functions and information including but not limited to VoIP, available over the

Internet or a private IP network (Internet access) sometimes using the public switched telephone network for originating and/or terminating traffic. Consistent with the FCC's Light Regulatory Touch policy, FeatureGroup IP will not limit or restrict the service it provides to ISPs.

#### Internet Gateway Intermediation

Denotes the intermediation and interoperability of non-Legacy Voice over Internet Protocol technologies with a Legacy standard Signaling System such as SS-7 or Integrated Services Digital Network (ISDN) technologies. Typically this involves at a minimum the mapping of one or more North American numbering plan addresses and associated signaling information to Internet Protocol identifiers which create an Internet Session. Such sessions may be set up using IP addresses, Domain Names, e-mail addresses and/or by other means.

#### Internet Gateway Intermediation Point of Presence (IGI-POP)

Denotes a physical location within a LATA where FeatureGroup IP has established IP Technology interfaces to intermediate voice traffic to and from the Legacy public switched telephone network (PSTN) for the purpose of facilitating the origination and receipt of traffic between Internet Service Providers' (ISP) users and customers (including Voice over Internet) and users and customers served by Legacy Local Exchange Carriers, CMRS providers and Legacy IXCs.

#### IGI-POP Traffic

Denotes traffic originating from or terminating to an IP interface on Feature Group IP's network. This may or may not involve use of the public Internet. When originating from or terminating to a user of the Legacy PSTN, such traffic is converted to or from IP from or to traditional voice at a fixed location within the LATA. Consistent with the FCC's Light Regulatory Touch policy, such intermediated traffic shall be treated as ESP Exemption qualified traffic for rating purposes between CMRS and Local Exchange Carriers in the LATA in which the IGI-POP Local Calling Area is located. For example, traffic going to and from an IGI-POP in the Houston LATA will be considered "Local" Houston Traffic regardless of the ultimate use and physical location of new technology users on the "Internet" side of the communication if the Situs of the IGI-POP is within the calling scope of the connecting LEC or CMRS provider. Likewise for traditional Houston LATA 1+ traffic which originates and terminates to the Situs of the IGI-POP customer in the Houston LATA, Feature Group IP will rate such traffic as if it were normal jointly provided access terminating to a "Houston LATA Customer" regardless of the ultimate use and physical location of new technology users on the "Internet" side of the communication.

#### ISP Customer

Denotes a person (including another ISP) utilizing an ISP's service in whole or in part.

#### ISP Customer Voice Identification Information

For all IGI-POP voice traffic coming from or going to an ISP Customer, FeatureGroup IP shall endeavor to pass an interoperable or "Callable" e-mail address as the NANP Calling

Party Name, and if applicable customer provided ANI, Charge Number, any privacy indicator and an originating and terminating number dialed if (1) such information exists, and (2) there is technically feasible way to pass such information. Such information shall not have any bearing on how the call is rated.

Joint User

A person, firm or corporation designated by the Customer as a user of facilities furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement. A Joint User is a form of Authorized User.

Jointly Provided Access

Denotes the joint provision of switched or special access service by two or more Local Exchange Carriers within a LATA to support Telephone Toll service offered by a Legacy IXC. IGI-POP service traffic shall not be considered Jointly Provided Access.

Kbps

Kilobits, or thousands of Bits, per second.

LATA

A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Legacy

Connotes traditional circuit-switched technology and corresponding rate and policy developed and used in the United States communications system between the years of 1930 and 1996. During this period most technology was developed and deployed via vertically integrated monopoly systems blessed by various government entities and laws. In general, the underlying policy of this regulated environment was to promote “universality” of being able to send and receive “local” communications within a local “community of interest.” As part of this system, “non-local” or “toll” services were priced significantly above cost to subsidize “universal local service.” In 1996 the United States passed the 1996 amendments to the Communications Act which recognized and promoted alternative technologies and promoted the general policies of simulated market conditions (i.e. cost based interconnection), and also recognized that the cost structure of communications has been dramatically altered (by a combination of digital switching capabilities and alternative fiber and wireless transport). These amendments and other legislation also promote the current cost based mutual exchange of traffic between and interoperability of Legacy networks and non-legacy networks and also expanded the promotion of “universality” to the growing and developing global communication system known as the Internet. Often, many disputes between incumbents and insurgents revolve around the deployment of new technology and the fact that the new technology and the services and applications it supports threaten the Legacy technology and policy. This conflict between Legacy policies and the new emphasis on cost based pricing providing an equal opportunity to compete and the desire to encourage

development of new technology was expected to be disruptive to the Legacy incumbents monopoly position and revenue streams.

Light Regulatory Touch

The Stated FCC policy of allowing the natural technological and economic evolution of VOIP services to take place without applying the burdensome regulations and hidden subsidy inter-carrier rate and compensation scheme of the regulated Legacy telecommunication network to retard the growth of the still-nascent VoIP industry and the technologies that support VoIP.

Line Information Data Base (LIDB)

Denotes a data base system containing certain call processing attributes of working telephone numbers or accounts. The attributes provide customers with information that can be used to facilitate completion of calls or services and the processing of them.

Local Access

A dedicated or switched connection between two points within a LATA that is subject to this Tariff.

Local Access and Transport Area (LATA)

Denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Calling Area (LCA)

Represented by one or more rate centers from which originating and terminating traffic may complete a call without incurring Message Telecommunications Service (MTS) or Telephone Toll charges. Typically there is a 1+ retail "toll indicator" for non LCA calls. Unless otherwise stated, the IGI-POP local calling area shall include all rate centers of all calling scopes which overlap in whole or in part the incumbent local calling scope of the Situs location of the IGI-POP including the calling area of CMRS providers. For all SBC traffic in Texas, pursuant to the existing UTEX/SBC Interconnection agreement, Feature Group IP shall treat all traffic originated from or terminated to the IGI-POP as having no intercarrier compensation due, and thus will treat all IGI-POP traffic to or from SBC users within the LATA as Local to our customers.

Local Exchange Carrier

Means any person that is engaged in the provision of Telephone Exchange Service or Exchange Access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under section 332(c), except to the extent that the Commission finds that such service should be included in the definition of such term.

Local Interconnection

Denotes the physical joining of two or more Local Exchange Carriers' networks within a

LATA for the mutual exchange of traffic within the LATA in which they have directly or indirectly joined their networks.

Local Tandem

Denotes a Telephone Company switching system that provides a concentration and distribution function for originating or terminating Local/IntraLATA traffic between Local Exchange Carriers within a single LATA.

Location Routing Number (LRN)

Denotes a NPA-NXX-XXXX within a NXX that is assigned to a switch that serves ported numbers. The LRN is associated with ported numbers in the Local Number Portability data base along with the appropriate CCS/SS7 Point Code for the designated switch (i.e., the recipient switch) that is required to route calls directed to ported numbers working out of the switch.

Local Switching Office

The switching office where customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Mbps

Megabits, or millions of Bits, per second.

Meet Point Billing

The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective Tariff.

Mobile Telephone Switching Office

Denotes a Mobile Carrier's switching system that is used to connect to mobile stations for the purposes of interconnection to each other and to trunks interfacing with the public switched network.

Non-Toll Traffic

Denotes all traffic which is not specifically rated as either "IntraLATA Interexchange Traffic" or "InterLATA Interexchange Traffic."

Non-Recurring Charges

The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

North American Numbering Plan (NANP)

Denotes a three-digit Numbering Plan Area (NPA) code and a seven-digit telephone number

made up of a three-digit Central Office code (NXX) plus a four-digit station, directory or line number.

Off-Hook

The active condition of switched access or a telephone exchange service line.

Off-Net

A Customer is considered to be Off-Net when its Point of Presence is not served by the same Hub in which the Company's Local Switching Center, which is providing service to the Customer, is located.

On-Hook

The idle condition of switched access or a telephone exchange service line.

On-Net:

A Customer is considered to be On-Net when its Point of Presence is served by the same Hub in which the Company's Local Switching Center, which is providing service to the Customer, is located.

Operator Services

Denotes any telecommunications service that includes any automatic or live assistance to a consumer to arrange for billing or completion, or both, of a telephone call.

Out of Band Signaling

A signaling feature which allows Customers, Carriers and the Company to exchange call control and signaling information over a communications path which is separate from the message or bearer path.

Point of Presence

Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

Premises

The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription

For Access Service purposes, an arrangement whereby a Customer's Authorized User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers that may be accessed, without an Access Code. The selected IXC(s) are referred to as the Primary Interexchange Carrier (PIC). The Authorized User may select any IXC that orders FGD Access Service at the Local Switching Center that serves the Authorized User.

Public Switched Telephone Network (PSTN)

A common carrier switched network, operated by Local Exchange Carriers, Interexchange Carriers, and/or CMRS providers, that uses the North American Numbering Plan in connection with the provision of switched services.

Rate

The price for all applicable fixed and traffic sensitive charges.

Recurring Charges

The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Responsible Service Provider

A Service Provider that maintains a direct customer relationship with the End Point User represented by the UGT is deemed the Responsible Service Provider.

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Service Commencement Date

The first day following the 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 of service. The parties may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by the Customer.

Service Order

The written request for network services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this Tariff. The signing of a Service Order or submission of an ASR by the Customer and acceptance thereof by the Company usually 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.

Service Switching Point (SSP)

A Service Switching Point denotes an end office or tandem which is equipped to query centralized databases.

Serving Wire Center

The wire center from which the Customer's designated Premises obtains connectivity to the Public Switched Telephone Network.

Service(s)

The Company's Services offered on the Company's Network.

Session Initiation Protocol (SIP)

SIP is an application layer control protocol for creating, modifying and terminating sessions with one or more participants. These sessions include VoIP traffic, of which IGI-POP traffic is a subset. SIP is a developing standard which follows the guidelines set out in the IETF document RFC 2543 and 3261.

Shared Facilities

A facility or equipment system or subsystem which can be used simultaneously by several customers.

Signaling Point of Interface

The Customer designated location where SS7 signaling information is exchanged between the Company and the Customer, if the Customer directly connects to the SS7 "cloud" or if the customer obtains Signaling Transfer Point Access from the Company.

Signaling System 7 (SS7)

The common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Signaling Transfer Point Access

Allows the Customer to access a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening.

Situs

For IGI-POP Service, the Access Customer Terminal Location (ACTL) of the IGI-POP shall be used to determine situs for purposes of determining and assessing all regulatory fees, surcharges and taxes that are passed through to or directly imposed on Customer. Each simultaneous Ethernet Voice Session (EVS) shall be considered the equivalent of a Single Line Business for regulatory and taxing purposes.

Tandem Network

Denotes the network of trunk groups for originating and/or terminating Telephone Exchange, Exchange Access and/or information access traffic between a single Access Tandem or Local Tandem and Local Exchange Carrier Company end offices subtending that tandem.

Telephone Exchange Service

(A) service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (B) comparable service provided

<p>through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.</p>	
<p><u>Telephone Toll Service</u>                  Telephone service between stations in different exchange areas for which there is made a separate charge not included in contracts with subscribers for exchange service. IGI-POP Services which exchange traffic within the LCA of the IGI-POP are not considered Telephone Toll Service.</p>	
<p><u>Toll Free</u>                  A term to describe an inbound communications service which permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (e.g. NPA is 800, 866, 877, 888, etc) or if the call can be completed without the user having to dial 1+.</p>	
<p><u>Transit Service Provider:</u>                  For purposes of IGI-POP, a Service Provider who offers third party termination or origination services to a Responsible Service Provider for the purpose of providing services to the End Point User.</p>	<p>N                  N                  N                  N</p>
<p><u>Trunk</u>                  A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.</p>	
<p><u>Universal Emergency Telephone Number (911) Service</u>                  Wherever feasible, the Company will provide a universal Central Office number “911” for the use of Public Safety Agencies having responsibility to protect the safety and property of the general public. It is intended that use of 911 Services will provide the public with a means of simple and direct telephone access to a public safety answering point. In some instances, 911 may be “basic” or “enhanced” 911. In some instances, connection to a 911 Public Safety Agency may be provided through use of a regular 7 or 10 digit NANP address.</p>	
<p><u>Universal Global Title (UGT)</u>                  A unique identifier assigned by a Service Provider to identify an End Point. A given UGT has a mandatory representation as a variable-length UTF-8 encoded string as specified by URI [RFC3986].</p>	<p>N                  N                  N                  N</p>
<p><u>VoIP</u>                  Denotes a “telephony” application made possible by the Internet Protocol. VoIP may involve use of a purely private IP network or it may involve use of the public Internet in whole or in part.</p>	
<p><u>Wire Center</u>                  A building in which one or more central offices, used for providing connectivity to the</p>	

Public Switched Telephone Network as part of Telephone Exchange, Exchange Access, Information Access or Telephone Toll Services, are located. A Wire Center may also be an aggregation point for purposes of or supporting the provision of other telecommunications or enhanced/information services.

### 3.0 COMMON LINE SERVICE

The Company will provide Common Line Access Service to Customers and Authorized Users in conjunction with the Switched Access Service provided in Section 6 of this Tariff.

#### 3.1 General Description

Carrier Common Line Access provides for the use of one or more Company provided common lines by Customers for access to Authorized Users to furnish Communications Services.

Customer Access Line Charge recovers a portion of the cost of Company provided common lines to Customers and Authorized Users to facilitate access to the interstate Public Switched Telephone Network, including but not limited to the ability to make and receive telephone toll calls and to access information services.

#### 3.2 Rates and Charges

There is no separate charge for Carrier Common Line Service.

Customer Access Line Charge (CALC):

##### Monthly Recurring Charge

Per voice grade equivalent line

Residential and Business (including BRI) \$5.21

Multi-line Business \$5.21 per VG channel

ISDN PRI \$49.01 per port

### 4.0 – 5.0 RESERVED FOR FUTURE USE

### 6.0 ACCESS SERVICE

#### 6.1 Provision and Description of Access Service Arrangements:

##### 6.1.1 Rate Categories

6.1.1(A) The following rate categories apply to Access Service:

6.1.1(A)1. Common Line, described in Section 3.

6.1.1(A)2. Local Transport

6.1.1(A)3. Tandem Switched Transport

6.1.1(A)4. Local Switching

6.1.1(A)5. Information Surcharge

6.1.1(A)6. Optional Features

6.1.1(B) Local Transport

Local Transport rates are made up of a Local Transport Termination rate which is assessed on a per transmission path per access minute basis, and a Local Transport Facility rate assessed on a per mile per access minute basis.

6.1.1(B)1 The Local Transport Termination rate provides for the communications frequency transmission path at the Company switching office and includes the Local Transport portion of Central Office Switching and Central Office Circuit equipment (i.e., signaling, transmission devices, padding, carrier channels, etc.). Local Transport charges are applicable only for the portion of the service provided by the Company.

6.1.1(B)2 The Local Transport Facility rate category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications. For purposes of determining Local Transport Facility measurement, distance will be measured from the wire center that normally serves the customer designated premises to the end office switch, which may be a Remote Switching Module(s) or other switching fabric.

Local Transport is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency transmission path permits the transport of calls in the originating direction (from the calling party's end office switch to the Customer designated Premises) and in the terminating direction (from the Customer designated Premises to the called party's end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

6.1.1(C) Tandem Switched Transport

The Tandem Switched Transport rate elements recover a portion of the costs associated with the communications path between the serving wire center and the end office or between the tandem and the end office on circuits that are switched at a tandem switch. Tandem Switched Transport rates consists of a Tandem Switching rate, a Tandem Switched Facility rate, and a Tandem Switched Termination rate.

The Tandem Switching rate recovers a portion of the costs of switching traffic through an access tandem. The Tandem Switching rate is applied on a per access minute per tandem basis for all originating and all terminating minutes of use switched at the tandem.

The Tandem Switched Facility rate recovers a portion of the costs of the transmission facilities, including intermediate transmission circuit equipment, between the end points of

the interoffice circuits. The Tandem Switched Facility rate is applied on a per access minute per mile basis for all originating and terminating minutes of use routed over the facility.

The Tandem Switched Termination rate recovers a portion of the costs of the circuit equipment that is necessary for the termination of each end of the Tandem Switched Facility. The Tandem Switched Termination rate is applied on a per access minute basis (for all originating and terminating minutes of use routed over the facility) at each end of each measured segment of Tandem Switched Facility (e.g., at the end office, host office, tandem and serving wire center). When the Tandem Switched Facility mileage is zero, neither the Tandem Switched Facility rate nor the Tandem Switched Termination rate will apply.

#### 6.1.1(D) Local Switching

The Local Switching rate element establishes the charges related to the use of end office switching equipment, the terminations in the end office of End User lines, and the terminations of calls at Company Intercept Operators or recordings.

#### 6.1.1(E) Information Surcharge

The Information Surcharge rate element provides for white page publication. Information Surcharge rates are assessed to a customer based on the total number of access minutes. Information Surcharge rates are as set forth in 6.9.5 following.

#### 6.1.1(F) Optional Features

Optional Features: Various optional features are available in lieu of, or in addition to, the standard features provided with the Feature Groups for Access Service.

##### 6.1.1(F)1. Design Layout Report

Upon availability, and at the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

##### 6.1.1(F)2. Acceptance Testing

At no additional charge, the Company will, at the Customer's Request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.

##### 6.1.1(F)3. Competitive Pricing Arrangements:

Competitive pricing arrangements can be furnished to meet the communication needs of specific customers on a case by case basis under individual contract.

## 6.2 Signaling Layer Translation Service

### 6.2.1 Description of Service.

Signaling Layer Translation Service provides signaling layer information in SS7 format to

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Legacy Carriers, including LECs, IXC, and CMRS carriers, that they may in turn use for those purposes for which the SS7 information fields were created to fulfill, e.g., call set-up, tear-down and for operation of CLASS features. Non-Legacy technology, including but not limited to SIP-based communication applications do not operate using, and do not typically have information that can be directly and automatically recognized and populated in SS7 format absent translation from SIP signaling to SS7 signaling.

#### 6.2.2 Scope of Service and Application for Service

Company will offer to interconnect directly or indirectly at the signaling or application layer with any Legacy carrier using SIP for those communications traversing Company's network that are Internet-based. SIP is an application layer protocol for establishing, terminating and modifying multimedia sessions. It is typically carried over IP. Voice based sessions are considered a type of multimedia sessions where just audio is exchanged. Any LEC, IXC or CMRS carrier that refuses to interconnect using SIP for communications traversing Company's network and instead desires to have signaling layer communications occur via SS7 for Internet-based traffic shall be deemed to have ordered Signaling Layer Translation Service.

#### 6.2.2(A) Information and Call Control Fields

Signaling Layer Translation Service populates the information and call control fields or parameters (hereinafter "fields") used in SS7 to enable completion of voice calls and CLASS service functionality between traditional PSTN users and users of different technology platforms, including but not limited to SIP. The specific SS7 fields that will be populated using information (if it exists) from analogous or roughly analogous SIP fields are:

6.2.2(A).1 Calling Party Number (CPN). The CPN parameter will be populated as follows:

6.2.2(A).1.a To the extent that the signaling information contained in the Internet-based traffic application layer protocol has an identifiable number that corresponds to a working North America Numbering Plan E.164 address, and is intended to represent the identity of the party that initiated the session, that number will be populated in the CPN field, unchanged.

6.2.2(A).1.b To the extent that the signaling information contained in the Internet-based traffic application layer protocol has a number that appears to represent an Instant Messaging (IM) client number, Company will populate the IM client number in the CPN field, unless the IM client number would conflict with or potentially be confused with a valid NANPA E.164 address.

6.2.2(A).1.c To the extent that the signaling information contained in the Internet-based traffic application layer protocol has a number that appears to represent an IP number, Company will populate the IP number in the CPN field, unless the IP number would conflict with or potentially be confused with a valid NANPA E.164 address.

6.2.2(A).1.d Company's IGI-POP Customer or an IP layer peer of the Company may choose to have Company populate the CPN field with Company's LRN for the LATA in which the IGI-POP Customer has Situs for initiated sessions that do not have the information covered by 6.2.2(A).1.a, 6.2.2(A).1.b or 6.2.2(A).1.c above or if the IM client number or IP number would conflict with or potentially be confused with a valid NANPA E.164 address. If the IGI-POP customer or IP layer peer choose to not have Company populate the CPN field with Company's LRN, then the CPN field will be left null.

6.3 – 6.4 Reserved for Future Use.

### 6.5. Optional Features

Following are descriptions of the various optional features that are available in lieu of, or in addition to, the standard features provided with the Feature Groups for Access Service.

#### 6.5.1. Chargeable Optional Features

##### 6.5.1(A) 800 Data Base Access Service

800 Data Base Access Service is provided with FGD Switched Access Service. When an 800-type (e.g., Service area codes: 800, 888, 877, 866, 855, 844, 833 and 822), call is originated by an Telephone Exchange Service user (whether served by Company or another LEC), the Company will utilize the Signaling System 7 (SS7) network to query an 800 data base to perform the identification function. The 800 Service Provider will be identified from the dialed 800 number (e.g., 1+800+NXX-XXXX or 1+888+NXX+XXXX). The 800 Service Provider has the option of receiving the dialed 800 number (e.g., 1+800+NXX+XXXX or 1+888+NXX+XXXX) or a translated ten-digit POTS number (i.e., 1+NPA+NXX+XXXX). The call will then be routed to the identified customer over FGD switched access.

800 Data Base Access Service Query charges as set forth in 6.9.8 following are in addition to those charges applicable for the Feature Group D switched access service.

6.5.1(B) Signaling Transfer Point Access: The Customer will be charged a per mile charge and a per port charge for access to a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening. If a Customer is connected to a third party SS7 service provider, an additional charge will apply.

Signaling Transfer Point Access charges as set forth in 6.9.8 following are in addition to those charges applicable for the Feature Group D switched access service.

##### 6.5.1(C) Network Blocking Charge

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

purchased. Excessive trunk group blocking occurs when the blocking thresholds stated below are exceeded. They are predicated on time consistent, hourly measurements over a 30 day period excluding Saturdays, Sundays and national holidays. 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, for each overflow in excess of the blocking threshold when (1) the average "30 day period" overflow exceeds the threshold level for any particular hour and (2) the "30 day period" measured average originating or two-way usage for the same clock hour exceeds the capacity purchased.

#### 6.5.1(D) Blocking Thresholds

The 1% blocking threshold is for transmission paths carrying traffic direct (without an alternate route) between an end office and a Customer's premises. The 1/2% blocking threshold is for transmission paths carrying first routed traffic between an end office and a Customer's premises via an access tandem.

Network Blocking charges are in addition to those charges applicable for the Feature Group D switched access service.

#### 6.5.1(E) Call Handling and Validation

The call handling and destination features allow routing of 800 calls based on one or any combination of the following: time of day, day of week, percent allocation, and specific 10 digit ANI. This is a charge/rate in addition to the 800 D base query charge.

#### 6.5.2 Reserved for Future Use

#### 6.5.3 Feature Group D Optional Features

##### 6.5.3(A) Common Switching Optional Features

##### 6.5.3(A)1. Automatic Number Identification (ANI)

This option provides the automatic inband transmission signaling of a seven (7) or ten (10) digit number and information digits to the Customer's Premises for calls originating in the LATA for the identification of the calling station. The ANI feature is a Local Switching Office function which is associated on a call-by-call basis with: 1) all individual transmission paths in a trunk group routed directly between a Local Switching Office and Customer's Premises; or where technically feasible, 2) all individual transmission paths in a trunk group between a Local Switching Office and an Access Tandem, and a trunk group between an Access Tandem and a Customer's Premises.

The ten-digit number with ANI is only available with Feature Group D. The ten digit ANI number consists of the Number Plan Area (NPA) plus the seven digit telephone number. The ten-digit ANI number will be transmitted on all calls except those identified as multi-party line or ANI failure, in which case only the NPA will be transmitted.

6.5.3(A)2. Cut-Through

This option allows Telephone Exchange Service users (whether served by Company or another LEC) to reach the Customer's Premises by using the end of dialing digit (#) at the end of the dialing sequence. The Company will not record any other digits for these calls.

6.5.3(A)3. Signaling System Seven (SS7)

This option provides out of band transmission of SS7 protocol signaling information between the Local Serving Office switching system and the switched access Customer's designated Premises. Prior to installation of any SS7 circuits, the Customer must agree to participate in SS7 certification testing. The Company will provide a testing plan to the Customer, and reserves the right to deny SS7 connectivity if the Customer's circuits do not meet the testing requirements.

6.5.3(A)4. Basic Initial Address Message Delivery

This option permits the following optional SS7 signaling call setup parameter in association with switched access: User Service Information, Called Party Number, Calling Party Number, Charge Number, Originating Line Information, Transit Network Selection, Carrier Selection, Service Code and Access Transport.

6.5.3(A)5. Called Number Delivery

This option provides the switched access Customer with the telephone number to which the call was directed. The seven or ten digit number is provided as part of the in-band transmission with MF signaling. The Called Number Delivery feature is associated on a call-by-call basis with all individual transmission paths in a Trunk group routed from an Access Tandem or the originating Local Switching Center. This option is available except when FGD is provided with Cut-Through features.

6.5.3(A)6. Flexible Automatic Number Identification Delivery

This feature is available on inbound signaling or in the Originating Line Information Parameter in the Basic Initial Address Message Delivery switched access optional feature for SS7 signaling. Flexible ANI will provide addition values for Information Indicator (II) digits that are associated with various classes of service not associated with the standard ANI digits. This feature may only be used in conjunction with ANI. The following information Indicator codes are available: Confinement/Detention Facility; Outward Wide Area Telecommunications Service; Cellular Service; Private Pay Station; and, Access for Private Virtual Networks.

6.6. Access Services Rates and Charges

6.6.1 Description of Rates and Charges

There are three types of rates and charges that apply to Access Service. These are monthly Recurring Charges, Usage Rates and Non-Recurring Charges including Installation of Service charges.

6.6.1(A) Monthly Recurring Charges

Monthly Recurring Charges are flat rates for facilities that apply each month or fraction thereof that a specific rate element is provided.

6.6.1(B) Usage Rates

Usage rates are rates that are applied on a per minute, per query or per translation session basis. Usage rates are accumulated over a monthly period with fractional usage rounded up to the next full minute, if applicable.

6.6.1(C) Non-Recurring Charges

Non-Recurring charges are one time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service). Nonrecurring charges are applicable for installation of services, installation of option certain features service rearrangements. In addition, an Access Order Charge, as specified in 5.2 (Access Order Charges), is also applicable in those cases.

6.6.1(D) Installation of Service: Non-Recurring charges apply to each Access Service installed. The charge is applied per line or Trunk.

6.7. Application of Rates and Charges

6.7.1. Regulations governing the rates and charges which apply for Switched Access Service. There are three types of rates and charges that apply to the various rate elements for Switched Access Service. These are nonrecurring charges, monthly recurring rates (including fixed and per mile rates) and usage rates.

6.7.2. Specific Rates and Charges are set forth in 6.9 (Rates and Charges). Jurisdictional Report Requirements are set forth in 2.3.3 (Jurisdictional Report Requirements). Ordering, rating and billing procedures as specified in 2.5.2(I) (Jointly Provided Access Service) will apply for access services where more than one LEC is involved.

6.7.3. Reserved For Future Use.

6.7.4 Monthly Recurring and Usage Rates (including fixed and per mile rates) are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have thirty (30) days.

Usage rates for each line or trunk are rates that apply on a per unit basis (e.g., per call, per access minute or per access minute per mile) when a specific rate element is used. Usage charges are accumulated over a monthly period.

6.7.5 Dedicated Access is assessed based on the total of the monthly facilities charge and monthly usage charges as applicable. The monthly facilities charge consists of a fixed rate

based on the type of the facilities, i.e., DS1 or DS3, and a per mile rate. Nonrecurring charges and the fixed rate and the per mile rate will be calculated on an Individual Case Basis.

#### 6.8 Billing of Access Minutes

When recording originating calls over FGD with multifrequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FGD ends when the originating FGD entry switch receives disconnect supervision from either the originating End User's Local Switching Center (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FGD with multifrequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's Trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FGD ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FGD with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FGD usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FGD with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FGD call usage ends when the entry switch receives or sends a release message, whichever occurs first.

#### 6.9 Rates and Charges

The rate levels specified herein for Carrier's Carrier charges covered by the FCC's order in Access Charge Reform, Reform of Access Charges Imposed by Competitive Local Exchange Carriers, CC Docket No 96-262, 7<sup>th</sup> Report and Order and Notice of Proposed Rulemaking, 16 FCC Rcd 9923 (2001) ("*CLEC Access Charge Reform Order*") shall apply except to the extent they exceed the rate charged (either composite or for the individual functions provided by Company) to the ILEC in the area as of the date specified by the Commission in that order. To the extent the rate specified in this tariff is higher than the ILEC rate, then the ILEC rate shall apply.

<u>Rate Element</u>	<u>Rate Per Month</u>
6.9.1 Service Implementation	
6.9.1(A). Service Ordering Charge,	
Per DS-1	ICB
Per DS-3	ICB
6.9.2 Change Charges, Per Order,	
Service Date	ICB
Design Changes	ICB
Expedite Charge	ICB
6.9.3 Cancellation Charges, Per Order	ICB
6.9.4 Switched Transport	
6.9.4(A). Direct Trunked Transport	
<u>Voice Grade</u>	
Fixed	
0 Miles	\$0.00
Over 0 Miles	\$5.50
Per Mile	
0 Miles	\$0.00
Over 0 Miles	\$0.36
<u>DS1 (per DS1)</u>	
Per Mile	\$5.40
Per Termination	\$28.84
<u>Non Recurring Charge</u>	
1 <sup>st</sup> DS1	\$408.00
Each Additional DS1	\$314.00
<u>DS3</u>	
Per Mile	\$44.00
Per Termination	\$556.00
<u>Non Recurring Charge</u>	
1 <sup>st</sup> DS3	\$473.00
Each Additional DS3	\$341.00

6.9.4(B). Entrance Facility	
<u>Voice Grade</u>	
2-wire (monthly)	\$8.45
4-wire (monthly)	\$19.50
Non Recurring	
2-wire (per channel)	
1 <sup>st</sup> Channel	\$166.00
Each Additional Channel	\$116.00
Non Recurring	
4-wire (per channel)	
1 <sup>st</sup> Channel	\$201.00
Each Additional Channel	\$149.00
<u>DS1</u>	
Monthly	\$105.18
Non Recurring	
1 <sup>st</sup> DS1	\$600.00
Each Additional DS1	\$456.40
<u>DS3</u>	
Monthly	\$1,168.00
Non Recurring	
1 <sup>st</sup> DS3	\$605.00
Each Additional DS3	\$496.00
6.9.4(C) <u>Switched Transport</u>	
6.9.4(C)1.	<u>Rate Element</u> <u>Rate Per Minute</u>
Tandem Switched Common Transport	
Per Access Minute Per Mile	\$0.000003
Per Access Minute	\$0.000058
Tandem Switching Per Access Minute	\$0.000315
Host/Remote Transmission	
Rate per Access Minute	\$0.000215
Rate per Access Minute Per Mile	\$0.000019
Switched Transport Multiplexing	
DS1 to Voice Grade (Per Month Per Multiplexer)	\$113.20
DS3 to DS1 (Per Month Per Multiplexer)	\$556.00

<u>FGD Non Recurring Installation Charge</u>	
Per Channel or Trunk	\$473.00
<u>Carrier Identification Code Establish, Add or Change</u>	
Per End Office	\$31.24
Per Tandem	\$31.24
<u>Carrier Identification Code Parameter (CIP)</u>	
Rate Per Call	\$0.000100
<u>6.9.5 Local Switching and Network Rate Elements</u>	
<u>Local Switching</u>	
Per Access Minute	\$0.002654
<u>Information Surcharge</u>	
Per 100 Access Minute:	\$0.00000
<u>6.9.6 Signaling Translation Service Rate Elements</u>	
6.9.6(A) Non Recurring:	
Per LATA in which traffic exchange occurs:	\$10,000
6.9.6(B) Recurring:	
Per session:	\$0.05
6.9.7 Reserved for Future Use	
<u>6.9.8 Chargeable Optional Features</u>	
<u>Rate Element</u>	<u>Rate Per Minute</u>
800 Data Base Query	\$0.002531
POTS Translation	\$0.000000
Call Handling and Destination	\$0.000271
Signaling Transfer Point Access	ICB
Network Blocking Charge (Per Blocked Call)	
FGD only	\$0.0155
<u>6.9.9 Presubscription</u>	
<u>Authorized PIC Change</u>	
Nonrecurring Charge Per Telephone Exchange	
Service Voice Equivalent Line or Trunk	\$5.00
<u>Unauthorized PIC Change</u>	

Nonrecurring Charge Per Telephone Exchange Service Line or Trunk	\$35.65
<u>Residential Customers (POTS and ISDN BRI)</u>	<u>Monthly Recurring Charge</u>
Primary Line	\$5.21
Non-Primary Line	\$5.21
<u>Business Customers</u>	<u>Monthly Recurring Charge</u>
Single Line	\$5.21
2 - 5 Lines	\$5.21
6 Lines and Over	5:1 ratio will be applied
<u>Centrex-Like Lines</u>	
Monthly Recurring Charge Per Line	\$5.21
<u>PRI-ISDN Lines</u>	
Monthly Recurring Charge Per Trunk	\$21.55
6.9.10 Reserved for Future Use	
6.9.11 <u>Optional Media and Programming</u>	
Magnetic Tape Charge	
Per Magnetic Tape	\$91.44
Optional Format Programming Charge	
Per Each ½ Hour or Fraction	\$37.20
SECTION 7 – IGI-POP Service	
7.1 <u>Service Description, Rates and Restrictions</u>	
7.1.1 GENERAL	
<p>The FeatureGroup IP services in this IGI-POP Tariff are voluntary and offered pursuant to FeatureGroup IP’s Interconnection rights under the Federal Telecommunications Act of 1996 to interconnect its network(s) with other carriers, including Local Exchange Carriers, for the mutual exchange of traffic. This IGI-POP tariff does not change existing agreements interconnection or traffic exchange agreements that are reached under § 251(b) or (c) or § 252 of the Communications Act. Feature Group IP will not charge a usage sensitive rate for any traffic, which is considered “non-toll” under the definition of this Tariff.</p>	
<p>FeatureGroup IP has an existing Interconnection Agreement with SBC-Texas, which has a negotiated provision which clearly states that no compensation is due as between SBC and FeatureGroup IP for all traffic to or from the Internet, including VoIP applications. For each LATA where FeatureGroup IP (Which does business in Texas as UTEX Communications</p>	

<p>Corp.) passes IGI-POP traffic with SBC in Texas, UTEX Communications Corp will treat such traffic as having no compensation due as between UTEX and SBC.</p>	
<p>Also consistent with the FCC’s Regulatory Light Touch policy on Voice Over Internet Protocol, Feature Group IP will offer to all other LECs and CMRS carriers with which it exchanges traffic a “No Compensation Due” arrangement for the mutual exchange of traffic to and from new technology providers.</p>	
<p><u>7.1.2 Restrictions and Options</u></p>	T
<p><u>7.1.2(A) Current Restrictions:</u></p>	
<p>Consistent with the FCC’s Light Regulatory Touch policy, the only current restriction is that in order to be eligible for this service from Feature Group IP, Customer must affirmatively represent that it is an Enhanced Service Provider and entitled to the ESP Exemption and will use IGI-POP service only for applications or services that qualify for the ESP Exemption. Legacy Carriers may not subscribe to the service.</p>	
<p><u>7.1.2(A).1 NXX Codes</u></p>	
<p>Feature Group IP shall be code owner for all NPA-NXXs which are part of this service. The IGI-POP Customer must identify any directory numbers that it desires to retain for use with IGI-POP and wishes Feature Group IP to port on Customer’s behalf. If no such directory numbers are reported, or if additional numbers are desired, then the Customer will be assigned one or more directory numbers from Feature Group IP’s inventory. The Customer shall indicate the local calling area or rate center for which it wishes to have numbering resources supplied. Customers may also choose to subscribe to Company’s IGI-POP “500” service.</p>	N N
<p><u>7.1.2(A).2 Call Directionality</u></p>	
<p>IGI-POP service offers providers of Internet Protocol (IP) enabled voice information services that use the IGI-POP service (IGI-POP Customers) the capability to originate traffic to and receive traffic from the Public Switched Telephone Network (PSTN) and to and from the Internet.</p>	
<p><u>7.1.2(A).2.a PSTN to VoIP Customer Traffic</u></p>	
<p>IGI-POP service allows IGI-POP Customers to receive traffic from the PSTN including traffic from CMRS Carriers, LECs and IXC. Feature Group IP will provide the numbers that will be used as a network address for PSTN purposes. Alternatively, the Customer may authorize Feature Group IP to “port” an existing number, if the existing number is rate centered within a LATA where Feature Group IP has an LRN.</p>	
<p><u>7.1.2(A).2.b VoIP Customer to PSTN Traffic</u></p>	
<p>IGI-POP service allows IGI-POP Customers to send traffic to the PSTN including CMRS, LEC and IXC destined users by initiating a call using a NANPA 7 or 10 digit address.</p>	

<p>Feature Group IP will transmit the Calling Party Number of the VoIP customer, if one exists and it is possible to do so. Feature Group IP will also make appropriate entries in the Line Information Data Base to allow other Directory information to be transmitted as part of the call, if it is possible to do so. Unless otherwise requested or technically infeasible, IGI-POP shall pass the Callable E-mail address as the calling party name.</p>	D
<p>7.1.2(A).2.c <u>VoIP Customer to VoIP Customer Traffic</u> IGI-POP service will allow all connected customers to exchange traffic with each other via Session Initiation Protocol. Additionally, IGI-POP will make available to the public Internet the ability to place and receive e-mail calls to and from IGI-POP customers.</p>	
<p>7.1.2(A).3 <u>Directory Number Listings</u> An IGI-POP customer must list as its address for its directory listing either:</p> <p>7.1.2.(A)3.a. a “callable virtual electronic (e.g. e-mail) address;” or</p> <p>7.1.2(A)3.b. an IP address or fully qualified domain name capable of receiving and sending calls to or from the public Internet, or</p> <p>7.1.2.(A)3.c. a unique physical address in the LATA which the IGI-POP is located.</p> <p>7.1.2(A).4 To the extent there is a unique physical address, customer shall provide the address for and Feature Group IP shall associate this unique physical address with the appropriate 7 or 10 digit phone number for 911 purposes.</p> <p>7.1.2(A).5 <u>Interfaces</u> The IGI-POP Customer shall interface via an IP connection via one of the available port methods listed below in the rate schedule.</p> <p>7.1.2(A).6 <u>Ordering</u> The IGI-POP customer shall specify the number of simultaneous Ethernet Voice Sessions which the customer desires upon order and shall specify the type of Codec and/or RAS port for each EVS upon order. Additionally, an ICB surcharge will apply to all codecs other than G.711.</p> <p>7.1.2(A).7 <u>8YY and 1+ Traffic</u> 8YY and telephone toll traffic that is presubscribed to Interexchange Carriers originating from Customers or their Authorized Users is routed for completion to the appropriate carrier. To the extent a data dip is required in order to determine the appropriate routing of a call or the identity of the proper carrier to receive the traffic, additional charges will apply.</p> <p>7.1.2(A).8 <u>ABS</u> Alternately Billed Services (ABS) calls are not provided by IGI-POP. Should ABS calls occur and be processed by the Company’s Network, Customer will pay all ABS charges</p>	T

from the Company for these services	
7.1.2(A).9 <u>911 Service</u> In the event of a 911 call from an IGI-POP customer, Feature Group IP shall route to the appropriate PASP based upon the provided Directory Number Listings address information. In the event there is no “Physical address,” Feature Group IP shall route to the default PSAP for the LATA.	T
7.1.2(B) IGI-POP 500 Service	N
7.1.2(B).1 IGI-POP 500 Service is available as a chargeable option in conjunction with IGI-POP services.	N
7.1.2(B).2 An IGI-POP customer who is also a Responsible Service Provider (RSP) may request a “500” non-geographic number to provide a means for others to identify the RSP’s and/or RSP’s ISP customers’ call sessions, and/or to facilitate call back capability. The service must be purchased separately for each market in which the RSP purchases IGI-POP service. Although rates are based on the volume of numbers assigned, pricing is for the non-geographic service capability and not the number itself.	N
7.1.2(B).3 Company will use its best efforts to enable call back to each 500 number as a flat rated local call for the calling party by requesting both direct and indirect interconnection to every Interconnected PSTN Provider operating in the LATA in which the IGI-POP 500 Service is requested. Company will not be responsible for the communications with Interconnected PSTN Provider networks outside of the LATA in which IGI-POP 500 Service is requested, but will support direct Customer efforts to convince Interconnected PSTN Provider to perform translations to allow the 500 number to route. Company consents to Customer use of the 500 number for this purpose.	N
7.1.2(B).4 Company will allow an assigned 500 number to be tied to a unique Company LRN in order to support multiple addresses or addressing methods. In the event the RSP wishes to support more than one address or addressing method with an individual 500 number, the RSP must have in place an operational automatic call distribution system that will allow further routing of calls to the intended End Point. RSPs may use this method to promote interoperation between the North American Numbering Plan and other numbering and naming methods or to facilitate alternative routing for NANP addresses and numbers.	N
7.1.2(b).5 Special requests tied to advanced applications (illustrative examples: disaster recovery projects, reverse emergency notification projects, floating number projects or dial-up Internet projects) may require field testing and pre-planning. This will be likely be necessary when a project requires the 500 numbers to be loaded, translated and routable by every Interconnected PSTN Provider within a specific area or throughout the NANPA. In the event one or more Interconnected PSTN providers refuse to properly route calls from their network to Company’s network, or otherwise refuse to support interoperation of their	N

<p>services with IGI-POP 500 service, Company will use its best efforts to find a technical/legal work around.</p>	N N
<p><u>7.1.2(C) Future Restrictions and Requirements:</u> This section is reserved for future use. It is anticipated that additional requirements related to incorporating 911 functions, CALEA requirements and numbering resources will be addressed by the FCC. When and if the FCC promulgates requirements concerning VoIP, they will be reflected in the Tariff to the extent necessary.</p>	T
<p><u>7.2. IGI-POP Rates and Charges</u></p>	
<p><u>7.2.1 Description of Rates and Charges</u></p>	
<p>There are three types of rates and charges that apply to IGI-POP Service. These are monthly Recurring Charges, Usage Rates and Non-Recurring Charges including Installation of Service charges.</p>	
<p><u>7.2.1(A) Monthly Recurring Charges:</u> Monthly Recurring Charges are flat rates for facilities that apply each month or fraction thereof that a specific rate element is provided.</p>	
<p><u>7.2.1(B) Usage Rates:</u> Usage rates are rates applied on a per minute or per query basis. Usage rates are accumulated over a monthly period with fractional usage rounded up to the next full minute.</p>	
<p><u>7.2.1(C) Non-Recurring Charges:</u> Non-Recurring charges are one time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service).</p>	
<p><u>7.2.1(D) Installation of Service:</u> Non-Recurring charges apply to each IGI-POP Service installed. The charge is applied per EVS or Physical Interface.</p>	
<p><u>7.3. Application of Rates and Charges</u></p>	
<p><u>7.3.1. Regulations governing the rates and charges which apply for IGI-POP Service.</u> There are three types of rates and charges that apply to the various rate elements for IGI-POP Service. These are nonrecurring charges, monthly recurring rates (including fixed and per mile rates) and usage rates.</p>	
<p><u>7.3.2. Specific Rates and Charges are set forth in 7.5 (Rates and Charges).</u></p>	
<p><u>7.3.3. Nonrecurring Charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service.)</u> Nonrecurring charges are applicable for installation of services, installation of option certain features service rearrangements.</p>	
<p><u>7.3.4 Monthly Recurring and Usage Rates (including fixed and per mile rates) are flat</u></p>	

recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have thirty (30) days.

Usage rates for each EVS are rates that apply on a per unit basis (e.g., per call, per minute) when a specific rate element is used. Usage charges are accumulated over a monthly period.

7.3.5 IP Port Interface is assessed based on the total of the monthly facilities charge and monthly usage charges as applicable. The monthly facilities charge consists of a fixed rate based on the type of IP Port Interface, i.e., 100BaseT Ethernet, Gig-E, IP-DS1 or IP-DS3. Nonrecurring charges will be calculated on an Individual Case Basis.

7.4 Billing of Non- Local Minutes

When recording originating non-local calls over IGI-POP, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating non-local call usage over IGI-POP ends when the originating entry switch receives disconnect supervision from either the originating Local Switching Center (indicating that the originating End Point User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

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For terminating non-local calls over IGI-POP, usage measurement begins when a seizure signal is received from the Carrier's Trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over IGI-POP ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

7.5 Rates and Charges

<u>Rate Element</u>	<u>Rate Per Month</u>
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7.5.1 Service Implementation

7.5.1(A) Service Ordering Charge,

Per DS-1	ICB
Per DS-3	ICB
Per 100BaseT	ICB
Per Gig-E	ICB

7.5.2 Change Charges, Per Order,

Service Date	ICB
Design Changes	ICB
Expedite Charge	ICB

7.5.3 Cancellation Charges, Per Order

7.5.4 IP Ethernet Interface Port Charge

7.5.4(A)	
DS1 Monthly	\$105.18
Non Recurring	
1 <sup>st</sup> DS1	\$600.00
Each Additional DS1	\$456.40
<u>DS3</u> Monthly	\$1,168.00
Non Recurring	
1 <sup>st</sup> DS3	\$605.00
Each Additional DS3	\$496.00
100Base-T Monthly	\$2,200
Non Recurring	
1 <sup>st</sup> 100BaseT	\$1200.00
Each Additional 100BaseT	\$900.00
Gig-E Monthly	\$2,800.00
Non Recurring	
1 <sup>st</sup> Gig-E	\$5,000.00
Each Additional Gig-E	\$3,000.00
<u>7.5.5 Local Switching and Network Rate Elements</u>	
Local Switching per Enabled EVS using 711 Codec	
Monthly Recurring Charge	\$ 22.92
<u>Local Switching and Network Rate Elements</u>	
Local Switching per Enabled EVS using 729 Codec	
Monthly Recurring Charge	\$ 34.92
<u>Local Switching and Network Rate Elements</u>	
Local Switching per Enabled EVS using RAS	
Monthly Recurring Charge	\$ 25.00
7.5.6 Reserved for Future Use	
7.5.7 Reserved for Future Use	
7.5.8 <u>Chargeable Optional Features</u>	
<u>Rate Element</u>	<u>Rate Per Minute/Transaction</u>
Non-Local Domestic Termination Charge	\$0.02531
411 Information Call	\$1.50
Customized Routing	ICB

UTEX Communications Corp. d/b/a Feature Group IP  
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2<sup>nd</sup> Revised Page 59  
Issued: July 3, 2007  
Effective: July 4, 2007

Network Blocking Charge (Per Blocked Call)	ICB	
911 Routing for ESP Users	ICB	
Local Number Porting with LOA from End Point User	ICB	
7.5.9 IGI-POP 500 Service rates:		N
One 500 number:	\$25.00 per month	N
Group of ten numbers:	\$75.00 per month	N
Group of one hundred numbers:	\$150.00 per month	N
More than one hundred numbers:	ICB	N
7.5.10 Reserved for Future Use		T