
INTRASTATE SWITCHED ACCESS SERVICES TARIFF

This tariff replaces MD P.S.C. Tariff No. 2, filed by Excel Telecommunications, Inc., in its entirety.

Tariff Schedule Applicable to
Intrastate Switched Access

Telecommunications Services Furnished by

Comtel Telecom Assets LP
d/b/a
Excel Telecommunications, Inc.

Between Points Within the State of Maryland

ISSUED: June 1, 2006

EFFECTIVE: May 17, 2006

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TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.

Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.

Paragraph Numbering Sequence - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:

2
2.1
2.1.1
2.1.1.1

Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e. the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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* New or Revised

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

1.0 GENERAL

1.1 EXPLANATION OF SYMBOLS

When changes are made in any tariff page, a revised page will be issued canceling the tariff page affected. Changes will be identified on the revised page(s) through the use of the following symbols:

- (C) - to signify changed regulation
- (D) - to signify discontinued rate, regulation, or text
- (I) - to signify increased rates
- (M) - to signify material relocated from one leaf to another without change
- (N) - to signify new rate, regulation, or text
- (R) - to signify reduced rate
- (S) - to signify reissued material
- (T) - to signify a change in text, but no change in rate or regulation
- (Z) - to signify a correction

In addition to symbols for changes, each changed provision in the tariff shall contain a vertical line in the right hand margin of the page which clearly shows the exact number of lines being changed.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

1.0 GENERAL (Continued)

1.2 Application of the Tariff

- 1.2.1 This tariff governs the Carrier's services that originate and terminate in Maryland. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 Excel's services are available to both residential and business customers as specified herein.
- 1.2.3 Excel's service territory is consistent with the calling areas listed in Verizon, f/k/a Bell Atlantic's, tariff.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

1.0 GENERAL (Continued)

1.3 DEFINITIONS

800 Number Portability Access Service - Denotes a service that includes toll-free access services using the following dialing plans: 800, 888, 877, 866, 855, 844, 833 and 822. 800, as used throughout this tariff, includes all 800-type toll-free dialing plans.

800 Service Provider - Denotes the entity that offers 800 access services to 800 subscribers.

8XX Data Base Access Service - A toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877 or 888 as available) is used.

Access Code - A uniform seven digit code assigned to an individual Customer. The seven digit code has the form 101XXXX or 950-XXXX.

Access Customer Name Abbreviation - Denotes a three alpha character code that identifies the Customer to which the Access Service bill is rendered.

Access Minutes - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage. On the originating end of an intrastate call, usage is measured from the time the origination End User's call is delivered by Excel and acknowledged as received by the Customer's facilities connected with the originating exchange. On the terminating end of an intrastate call, usage is measured from the time the call is received by the End User in the terminating exchange. Timing of the usage at both originating and terminating end of an intrastate call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating end exchanges, as applicable. Those two times are measured by the receipt of a signal known as answer/disconnect supervision. *Access minutes is also described in Section 3 (Switched Access Service).*

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

1.0 GENERAL (Continued)

1.3 DEFINITIONS (Continued)

Access Services - Originating or terminating intrastate switched access services provided by Excel to telecommunications carriers that access Excel's End-Users via Excel's local exchange network. Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request - The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem - An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between End Office Switches and Customers' premises.

Answer/Disconnect Supervision - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the IXC point of connection for terminating calls to the exchange as an indication that the called party has answered or disconnected.

Authorized User - A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

Billing Account Number (BAN) - Denotes a code that identifies the Customer's billing account to which Access Services are billed.

Business Day - Denotes the times of day that Excel is open for business. Generally, these are 8:00 or 9:00 a.m. to 5:00 or 6:00 p.m., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, Business Day hours for Excel may vary based on company policy, union contract and location.

Call - An attempt for which the complete destination code or a CA Code (e.g., 950-XXXX, 101XXXX#, 0- or 00-) is provided in the originating direction or a complete destination code is provided in the terminating direction.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

1.0 GENERAL (Continued)

1.3 DEFINITIONS (Continued)

Calling Station - The telephone number from which a Call originates.

Called Station - The telephone number called.

Carrier or Common Carrier - See Interexchange Carrier or Exchange Carrier. An entity other than Excel that provides telecommunications services.

Carrier Identification Code - Denotes a numeric code that is assigned by Telcordia to long distance carriers for the provisioning of Feature Group B and/or D trunk side Access Service. The numeric code uniquely identifies the carrier.

Carrier Customer - A Carrier that accesses the network of Excel to reach End-Users who are not telecommunications carriers, and subsequently receives intrastate switched access service from Excel. A Carrier that purchases exchange access service from Excel is responsible for the payment of charges and compliance with Excel's regulations and applicable state law.

Central Office - Denotes a local Company switching system where Telephone Exchange Service Customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel(s) - Denotes an electrical or photonic, in the case of fiber optic based transmission systems, communications path between two or more points of termination.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

1.0 GENERAL (Continued)

1.3 DEFINITIONS (Continued)

Co-Carrier - Any other telecommunications provider authorized by the Commission to provide local exchange service in the state.

Commission - The Maryland Public Service Commission.

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.

Common Line - Denotes a line, trunk, pay telephone line or other facility provided under the general and/or local exchange service tariffs of Excel, terminated on a central office switch. A common line-residence is a line or trunk provided under the residence regulations of the general and/or local exchange service tariffs. A common line-business is a line provided under the business regulations of the general and/or local exchange service tariffs.

Company, the - Comtel Telecom Assets LP dba Excel Telecommunications (or "Excel").

Constructive Order - Delivery of calls to or acceptance of calls from Excel's End User locations over Excel-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly, the selection by a Company's End User of the Customer as the presubscribed IXC constitutes a Constructive Order of Switched Access by the Customer.

Customer(s) - any person, firm, corporation or governmental entity who has applied for and is granted service or who is responsible for payment of service.

Disconnect - To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

1.0 GENERAL (Continued)

1.3 DEFINITIONS (Continued)

End Office - A local Telephone Company switching system where Telephone Exchange Service Customer station loops are terminated for purposes of interconnection to each other and to trunks.

End Office Switch - Denotes a local Company switching system where Telephone Exchange Service Customer station loops are terminated for purposes of interconnection to trunks. Included are Remote Switching Modules (RSM) and Remote Switching Systems (RSS) served by a host office in a different wire center.

End User - Any Customer of an intrastate telecommunications service that is not a carrier, except that a carrier other than the Company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes and 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. Any individual, association, corporation, governmental agency or any other entity other than an IXC which subscribes to intrastate service provided by an Exchange Carrier and in whose name the telephone number of the Calling Station is registered with the underlying local exchange company.

Entrance Facility - A Switched Transport facility between a Company serving wire center and a Customer premises that provides a Customer with dedicated transport from the serving wire center to the Customer's premises. A trunk facility connecting the Customer's point of presence with the local switching center.

Exchange - Denotes a unit, generally smaller than a Local Access and Transport Area, established by Excel for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprises a given Local Access and Transport Area.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

1.0 GENERAL (Continued)

1.3 DEFINITIONS (Continued)

Exchange Carrier - Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Facility - Denotes any one of the elements of physical telephone plant that is needed to provide access service, including switching systems, cables, fiber optic and microwave radio transmission systems.

Feature Group - Denotes a category of Switched Access Service differentiated by the technical characteristics, e.g., line side vs. trunk side connection at a Excel entry switch.

Firm Order Confirmation (FOC) - Acknowledgment by Excel of receipt of an Access Service Request from the Customer and commitment by Excel of a Service Date.

Holiday - For the purposes of this tariff, recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Host Office - Denotes an electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

Immediately Available Funds - Denotes a corporate or personal check drawn on a bank account and other funds which are available for use by the receiving party on the same day on which they are received and includes U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

Incomplete - Any Call where voice transmission between the Calling and Called station is not established.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

1.0 GENERAL (Continued)

1.3 DEFINITIONS (Continued)

Individual Case Basis - A condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case. A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

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

International Direct Distance Dialing - Denotes the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard FGD equipped end office.

Interstate Communications - Denotes both interstate and foreign communications.

Intrastate Communications - Any communications within the State of Maryland subject to oversight by the Commission as provided by the laws of the State of Maryland.

Line Information Database - The database which contains basic information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Line Side Connection - Denotes a connection of a transmission path to the line side of a local exchange switching system.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

1.0 GENERAL (Continued)

1.3 DEFINITIONS (Continued)

Local Access - The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Access and Transport Area - 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 Switching Center - The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Local Traffic - A call which originates and terminates in the same exchange area, or a call which originates and terminates within different Excel exchanges that share a common mandatory local calling area (e.g., a mandatory Extended Local Calling Service (ELCS) or Extended Area Service areas (EAS) or other like types of mandatory local calling scopes. Calls to or from a Wireless Provider do not constitute Local Traffic, and are therefore subject to Excel's switched access charges, if they are either (1) interMTA or (2) the Wireless Provider does not have a direct connection to Excel's facilities without the use of an intermediary carrier.

Meet Point - A point of interconnection that is not an End Office or tandem.

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.

Message - A completed telephone Call by a Customer or User.

Mobile Telephone Switching Office - Location where the wireless Customer maintains a facility for purposes of interconnecting to Excel's Network.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

1.0 GENERAL (Continued)

1.3 DEFINITIONS (Continued)

Mutual Traffic Exchange - A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

Network Services - Excel's telecommunications Access Services offered on Excel's network.

Non-Recurring Charges - 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.

Normal Business Hours - The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Holidays.

North American Numbering Plan - Denotes a three-digit Numbering Plan Area (NPA) code and a seven-digit telephone number made up of a three-digit Central Office code plus a four-digit station number.

Off-Hook - The active condition of Switched Access or a telephone exchange service line.

On-Hook - The idle condition of Switched Access or a telephone exchange service line.

Optional Expanded Area Service Traffic - Optional service found in large urban areas financed by separate charges on end users that elect service as defined by a tariff approved by the Commission.

Out of Band Signaling - An exchange access signaling feature which allows Customers to exchange call control and signaling information over a communications path which is separate from the message path.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

1.0 GENERAL (Continued)

1.3 DEFINITIONS (Continued)

Point of Presence - Location where the Customer maintains a facility for purposes of interconnecting to Excel's Network.

Premises - The space occupied by an individual Customer in a building, or a portion of a building in a multi-tenant building, or buildings on continuous property (except railroad right-of-way, etc.) not separated by a public highway.

Presubscription - An arrangement whereby an End User may select and designate to Excel an IXC or Carrier it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA toll calls. The selected IXC(s) is/are referred to as the End User's Primary Interexchange Carrier (PIC).

Query - Denotes a request for specific information generated by a computer processor and sent to an application, i.e., a data base, with a predefined set of possible responses.

Rate - Money, charge, fee or other recurring assessment billed to Customers for services or equipment.

Remote Switching Modules or Remote Switching Systems - Denotes small, remotely controlled electronic end office switches which obtain their call processing capability from an electronic switching system type Host Office. The RSM/RSS cannot accommodate direct trunks to a Customer.

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

Service(s) - Any telecommunications service(s) provided by the Company under this tariff

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

1.0 GENERAL (Continued)

1.3 DEFINITIONS (Continued)

Service Control Point - Denotes a transaction processor based system that provides a network interface to various data base services. For 800 Number Portability Access Service, the SCP contains routing instructions for 800 service records that were downloaded from the SMS/800.

Service Order - A written request for Network Services executed by the Customer and Excel in a format devised by Excel; or in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff.

Service Outage - A complete loss of call origination and/or receipt capability which begins when the IXC reports the outage to Excel and ends when the affected circuit and/or associated Excel equipment is fully operational in accordance with the technical specifications.

Serving Wire Center - Denotes the end office from which the Customer premises would normally obtain dial tone from Excel for Access Service purposes.

Shared Customer - Any entity included within the definition of Customer above that receives services from and is under obligation to Excel and one or more Carrier-Customers simultaneously.

Signaling Point of Interface - The Customer designated location where the SS7 signaling information is exchanged between Excel and the Customer.

Signaling System 7 - The signaling protocol Version 7 used in the Common Channel Out of Band Signaling network based on the American National Standards Institute (ANSI) standards.

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

Subtending End Office of an Access Tandem - Denotes an end office that has final trunk group routing through the tandem.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

1.0 GENERAL (Continued)

1.3 DEFINITIONS (Continued)

Switched Access Service - Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications.

Tandem-Switched Transport Facility - Denotes a Switched Transport facility between a Company hub office (when multiplexing occurs at an office other than the serving wire center) and an end office that provides a Customer with transport to or from the end office by routing through an access tandem.

Telephone Company - Any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communications service throughout an exchange area, and between exchange areas within the LATA.

Terminating Direction - Denotes the use of Access Service for the completion of calls from an IC premises to an End User premises.

Transmission Path - Denotes an electrical path capable of transmitting signals within the range of the service offering. A voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived channels consisting of any form or configuration of facilities typically used in the telecommunications industry.

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

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

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

1.0 GENERAL (Continued)

1.3 DEFINITIONS (Continued)

Trunk Side Connection - Denotes the connection of a transmission path to the trunk side of a local exchange switching system.

V and H Coordinates Method - Denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical (V) and horizontal (H) coordinates of the two points.

Wireless Provider - Any carrier authorized to operate as a provider of cellular, personal communications, paging or other form of wireless transmission.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

1.0 GENERAL (Continued)

_____ 1.4 Glossary of Acronyms

ACNA	-	Access Customer Name Abbreviation
ANI	-	Automatic Number Identification
ASR	-	Access Service Request
BAN	-	Billing Account Number
BNA	-	Billing Name and Address
CCL	-	Carrier Common Line
CCS	-	Common Channel Signaling
CIC	-	Carrier Identification Code
FOC	-	Firm Order Confirmation
FG	-	Feature Group
IC	-	Interexchange Carrier
ICB	-	Individual Case Basis
IDDD	-	International Direct Distance Dialing
IXC	-	Interexchange Carrier

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

1.0 GENERAL (Continued)

_____1.4 Glossary of Acronyms (Continued)

LATA	-	Local Access and Transport Area
LEC	-	Local Exchange Carrier
LIDB	-	Line Information Database
NANP	-	North American Numbering Plan
NPAS	-	Number Portability Access Service
NRC	-	Non-Recurring Charges
OEAS	-	Optional Expanded Area Service Traffic
PIC	-	Primary Interexchange Carrier
PICC	-	Presubscribed Interexchange Carrier Charge
PIU	-	Percent Interstate Usage
POP	-	Point of Presence
RSM	-	Remote Switching Modules
RSS	-	Remote Switching Systems
SCP	-	Service Control Point
SS7	-	Signaling System 7

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS

2.1 Undertaking of Company

2.1.1 Scope

Excel's services and facilities are furnished for communications originating at specified points within the state of Maryland under the terms of this tariff.

Excel installs, operates and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff. The provision of such services by Excel as set forth in this tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

Excel may act as the Customer's agent for ordering access connection facilities provided by other Carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the network.

Excel's services and facilities are provided on a monthly basis unless otherwise stated, and are available twenty-four hours per day, seven days per week, except as set forth in other sections of this tariff.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.1 Undertaking of Company (Continued)

2.1.2 Limitations

Service is offered subject to availability on a continuing basis of the necessary facilities and/or equipment, and subject to the provisions of this tariff. Service is limited to the capacity of Excel's facilities as well as facilities Excel may obtain from other Carriers to furnish service from time to time as required, at Excel's sole discretion. Excel reserves the right to negotiate special terms and conditions (i.e., special promotions) with a particular Customer provided an agreement is reached and signed with the Customer.

Excel does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

The Customer may not transfer or assign the use of service or facilities without the express written consent of Excel. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

The use and restoration of Excel's services shall be in accordance with applicable state and federal rules and regulations.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.1 Undertaking of Company (Continued)

2.1.3 Provision of Services

Excel will provide to the Customer, upon reasonable notice, services offered in this tariff at the specified rates and charges, to the extent that such services are or can be made available with reasonable effort and after provisions have been made for Excel's Local Telephone Exchange Service. Excel reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by Excel, when necessary because of a lack of facilities, or due to any other cause beyond Excel's control.

In the event that the Customer's request cannot be fulfilled with existing facilities and equipment or the request is not consistent with Excel's filed price lists, alternative designs may be provided by Excel. Additionally, Excel will work with the Customer to reach an agreeable solution. Standard jacks are used where appropriate to terminate services.

Excel will make reasonable effort to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

Excel shall use reasonable efforts to make services available 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. Excel does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

The services provided under this tariff shall be maintained by Excel. Excel shall use reasonable efforts to maintain facilities and equipment furnished to the Customer by Excel. 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 provided or installed by Excel, except upon the written consent of Excel.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.1 Undertaking of Company (Continued)

2.1.3 Provision of Services

Excel reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services or Excel serving central office prefixes associated with such numbers, when necessary, in the conduct of Excel's business. Should it become necessary to make a change in such numbers, Excel will furnish to the Customer, by Certified U.S. Mail on two (2) months' notice, the effective date and an explanation of the reasons for such changes.

Except as provided for equipment and systems subject to state and federal rules and regulations, Excel may, where such action is reasonably required in the operation of its business:

- A. Substitute, change or rearrange any facilities used in providing service under this tariff, including but not limited to:
 - substitution of different metallic facilities
 - substitution of Carrier or derived facilities for metallic facilities used to provide other than metallic facilities and
 - substitution of metallic facilities for Carrier or derived facilities used to provide other than metallic facilities;
- B. Change minimum network protection criteria;
- C. Change operating or maintenance characteristics of facilities; or
- D. Change operations or procedures of Excel.

Excel reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory rules and standards of the Commission.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.1 Undertaking of Company (Continued)

2.1.4 Installation and Termination

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

All services offered are subject to the rules and regulations of the Commission as they apply.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.1 Undertaking of Company (Continued)

2.1.5 Operation and Maintenance

The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by Excel, other than by connection or disconnection to any interface means used, except with the written consent of Excel.

The services provided under this tariff shall be available to Excel at times mutually agreed upon in order to permit Excel to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

The characteristics and methods of operation of any circuits, facilities or equipment provided by any Carrier other than Excel and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any facilities of Excel, its affiliated companies or its connecting and concurring Carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.1 Undertaking of Company (Continued)

2.1.6 Special Construction

Subject to the arrangement of Excel and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- A. where facilities are not presently available and there is no other requirement for the facilities so constructed;
- B. of a type other than that which Excel would normally utilize in the furnishing of its services;
- C. where facilities are to be installed over a route other than that which Excel would normally utilize in the furnishing of its services;
- D. where facilities are requested in a quantity greater than that which Excel would normally construct;
- E. where installation is on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. installation involving abnormal costs; or
- H. in advance of its normal construction schedules.

Special construction charges for Switched Access Service will be determined on an individual case basis. The basis for charges for special construction are not specified in Excel's tariff; therefore, charges will be based upon the costs incurred by Excel (including return) and may include the following: a) nonrecurring charges; b) recurring charges; c) termination liabilities, or any combination thereof.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.1 Undertaking of Company (Continued)

2.1.7 Refusal and Discontinuance of Services

Excel reserves the right to discontinue or limit service without the Customer's permission and without prior notice when necessitated by conditions beyond Excel's control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law or Commission rules and regulations.

On thirty (30) days' written notice by Certified U.S. Mail (return receipt requested) to the person designated by that Customer to receive such notices of noncompliance, Excel may:

- A. Refuse additional applications for service and/or refuse to complete any pending orders for service by the noncomplying Customer at any time thereafter. If Excel does not refuse additional applications for service on the date specified in the thirty (30) days' notice, and the Customer's noncompliance continues, nothing contained herein shall preclude Excel's right to refuse additional applications for service to the noncomplying Customer without further notice; or
- B. Discontinue the provision of the services to the noncomplying Customer at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If Excel does not discontinue the provision of the services involved on the date specified in the thirty (30) days' notice and the Customer's noncompliance continues, nothing contained herein shall preclude Excel's right to discontinue the provision of the services to the noncomplying Customer without further notice.

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

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.1 Undertaking of Company (Continued)

2.1.7 Refusal and Discontinuance of Services (Continued)

Upon nonpayment of any amounts owing to Excel, Excel may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.

When access service is provided by more than one Carrier, the Carriers involved in providing the joint service may individually or collectively deny service to a Customer for nonpayment. Where the Carriers affected by the nonpayment are incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other Carriers will, if technically feasible, assist in denying the joint service to the Customer. Service denial for such joint service will only include calls which originate or terminate within, or transit, the operating territory of the Carriers 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 Excel shall prevail for joint service discontinuance provisions.

If NECA notifies Excel that the Customer has failed to comply with rules and regulations related to Lifeline Assistance and the Universal Service Fund, including any Customer's failure to make payments on the date and times specified therein, Excel may, on thirty (30) days' written notice to the Customer by Certified U.S. Mail, refuse additional applications for service, refuse to complete any pending orders for service or discontinue the provision of service to the Customer. In the case of discontinuance, all applicable charges, including termination charges, shall become due.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.1 Undertaking of Company (Continued)

2.1.7 Refusal and Discontinuance of Services (Continued)

In the event of a dispute between a Customer and Excel regarding any bill for access service, the Customer's service shall not be subject to discontinuance for nonpayment of that portion of a bill under dispute pending the resolution of the dispute. The Customer is obligated to pay any portion of the bill not under dispute, however, under the provisions of the tariff.

If any Customer-provided or End User-provided equipment is used with facilities provided by Excel in violation of any law or any of the provisions in this tariff, Excel will take such action as is necessary for the protection of its facilities or the service of its other Customers and other persons provided with telephone services. The Customer shall discontinue such use of the equipment or correct the violation immediately upon actual or constructive knowledge of a violation and shall confirm in writing to Excel within five (5) calendar days that such use has ceased or that the violation has been corrected. Failure of the Customer to discontinue such use or correct the violation and to give the required written confirmation to Excel within the time stated above shall result in interruption of the service of the Customer creating the violation.

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

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.1 Undertaking of Company (Continued)

2.1.7 Refusal and Discontinuance of Services (Continued)

Excel may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:

- A. Immediately and without notice if Excel deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.1 Undertaking of Company (Continued)

2.1.7 Refusal and Discontinuance of Services (Continued)

B. Upon fourteen (14) days' written notice to the Customer of any sum thirty (30) days past due; Upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by Excel for security for the payment of service in accordance with Section 2.5.3.A, above; or

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 Excel pursuant to this Section does not relieve the Customer of any obligation to pay Excel for charges due and owing for service(s) furnished up to the time of discontinuance.

Excel may disconnect the telephone services in accordance with the terms hereof without any liability except for an appropriate refund of prepaid charges and any service deposit with accrued interest.

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

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.1 Undertaking of Company (Continued)

2.1.8 Switched Access Service Obligations

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

A. Network Management

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

B. Provisions of Service Performance Data

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

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.1 Undertaking of Company (Continued)

2.1.8 Switched Access Service Obligations (Continued)

C. Design and Traffic Routing of Switched Access Service

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

D. Trunk Group Measurements Reports

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

E. Intercept

Excel arranges to provide for the termination of a call to a Company intercept operator or recording at the dedicated intercept network from the end office switch. The operator or recording announces to caller the reason why the call cannot be completed and if possible, provides corrected dialing instructions.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

- 2.2.1.1 The payment of all applicable charges pursuant to this tariff;
- 2.2.1.2 Reimbursing Excel for damage to, or loss of, Excel's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of Excel.
- 2.2.1.3 Providing at no charge, as specified from time to time by Excel, any needed space and power to operate Excel's facilities and equipment installed on the customer's premises.
- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which Excel's employees and agents shall be installing or maintaining Excel's facilities and equipment. The customer may be required to install and maintain Excel's facilities and equipment within a hazardous area if, in Excel's opinion, injury or damage to Excel's employees or property might result from installation or maintenance by Excel. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.2 Obligations of the Customer (Continued)

2.2.1 The customer shall be responsible for: (Continued)

2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Excel's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of Excel.

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

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

2.2.2.1 Any loss, destruction or damage to property of Excel or any third party, or injury to persons, including, but not limited to, employees or invitees of either Excel or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or

2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.2 Obligations of the Customer (Continued)

The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to Excel-provided equipment and facilities or injury to Excel's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by Excel at the customer's expense.

The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

Upon reasonable notification to the customer, and at a reasonable time, Excel may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.3 Liability of the Company

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

2.3.1 Service Irregularities

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

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

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.3 Liability of the Company (Continued)

2.3.2 Claims of Misuse of Service

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

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

2.3.3 Defacement of Premises

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

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.3 Liability of the Company (Continued)

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

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

2.3.5 Service at Outdoor Locations

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

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.3 Liability of the Company (Continued)

2.3.6 Warranties

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

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

2.3.7 Limitation of Liability

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

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.4 Application for Service

2.4.1 Minimum Contract Period

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

Except as provided herein, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.

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

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.4 Application for Service (Continued)

2.4.2 Cancellation of Service

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

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

2.4.2.1 The total costs of installing and removing such facilities; or

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

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

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.5 Payment for Service

Service will be billed, directly by the Company, on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by Excel as set forth herein

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

The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

If the Company provides service under a term plan (1,3,5 years, etc.) and (1) automatically renews the contract, and (2) imposes a penalty for early cancellation by the customer, then the customer shall be notified 60 days in advance of the customer's current contract expiration date.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.6 Customer Complaints and Billing Disputes

Customers may notify the carrier of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.

Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the customer to:

Office of External Relations
Maryland Public Service Commission
6 St. Paul Street
Baltimore, MD 21202
410-767-8028 (Office of External Relations)
410-767-8000 (Main P.S.C. number)
1-800-492-0474 (Toll-free P.S.C. number)

Excel provides the following toll free number (800) 875-9235 for customers to contact the carrier in accordance with COMAR 20.45.04.02.B.

Excel will not collect attorney fees or court costs from customers.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.7 Allowance for Interruptions in Service

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

2.7.1 Limitations

No credit allowances will be made for: interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other Common Carrier, providing service connected to the service of Company; interruptions due to the negligence of any person other than Excel, including, but not limited to, the Customer or other Common Carriers connected to Excel's facilities; interruptions due to the failure or malfunction of non-Company equipment; interruptions of service during any period in which Excel is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions; interruptions of service during a period in which the Customer continues to use the service on an impaired basis; interruptions of service during any period when the Customer has released service to Excel for maintenance purposes or for implementation of a Customer order for a change in service arrangements; interruption of service due to circumstances or causes beyond the control of Excel.

In addition, credit allowance for Service Interruptions also do not apply when service is interrupted due to labor difficulties, governmental orders, civil commotions, criminal actions taken against Excel, acts of God and other circumstances beyond Excel's reasonable control. No credit shall be allowed for an interruption period of less than thirty (30) minutes. The Customer shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or fraction thereof that the interruption continues after the initial thirty (30) minute interruption.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.7 Allowance for Interruptions in Service (Continued)

2.7.1 Limitations (Continued)

A credit allowance for service interruptions will be applied to Switched Access Service depending upon whether or not the interruption is associated with a service that is usage rated or monthly recurring rated as set forth following:

A. Credit Allowance for Usage Rated Services

If the service experiencing an interruption is billed based on assumed minutes of use, credit shall be allowed for an interruption of greater than twenty-four (24) hours. Such credit will be at the rate of 1/30th of the assumed minutes of use charge for each period of twenty-four (24) hours or fraction thereof that the interruption continues. If the service experiencing an interruption is billed on a measured, usage sensitive basis, a credit allowance does not apply.

B. Credit Allowance for Monthly Recurring Rated Services

For Switched Access Services with monthly recurring rates, the charges for which a credit will apply due to service interruptions will be the total of all monthly rate elements associated with the transport facility per DS1 or DS3, fixed per month and per mile per month, including any monthly rated features. No credit allowance shall be allowed for an interruption period of less than thirty (30) minutes. The Customer shall be credited for an interruption of 30 minutes or more up to, and including, 2 hours at the rate of 1/1440 of the monthly charges for the facility for each period of 30 minutes or fraction thereof that the interruption continues after the initial 30 minute outage.

In any month, as a result of the interruption, the total credit per rate element of the interrupted service may not exceed 100 percent of the monthly charge for that particular rate element.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.7 Allowance for Interruptions in Service (Continued)

2.7.1 Limitations (Continued)

C. When a Credit Allowance Does Not Apply

Credit allowances will not be made for the following:

1. Interruptions caused by the negligence of the Customer.
2. Interruptions of a service due to the failure of equipment or systems provided by the Customer or others.
3. Interruptions of a service during any period in which Excel is not afforded access to the premises where the service is terminated.
4. When Excel and the Customer negotiate the release of the service for maintenance purposes, to make rearrangements or to implement an order for a change in the service, a credit allowance does not apply during the negotiated time of release.
5. Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.

D. Temporary Surrender of a Service

In certain instances, the Customer may be requested to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the Customer consents, a credit allowance will be granted. The credit allowance will be determined in the same manner as a credit for service interruptions as set forth in (A) preceding.

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2.0 RULES AND REGULATIONS (Continued)

2.8 Returned Check Charge

The charge for a returned check is \$25.00.

2.9 Special Customer Arrangements

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

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.10 Unlawful Use of Service

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

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

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

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

2.11 Interference with or Impairment of Service

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

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2.0 RULES AND REGULATIONS (Continued)

2.12 Telephone Solicitation by Use of Recorded Messages

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

2.13 Overcharge/Undercharge

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

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

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.14 Customer Reporting

Customers may be required to provide certain reports in connection with the provision of access service.

2.14.1 Jurisdictional

When a Customer orders Access Service, its projected PIU must be provided in whole numbers to Excel. These whole number percentages will be used by Excel to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic. The jurisdictional reporting is as follows:

- A. **Originating Access:** Originating access minutes is only traffic originating from Excel Local Switching Center(s). The Customer should provide Excel with a projected PIU factor on a quarterly basis. If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50% interstate traffic and 50% intrastate traffic.
- B. **Terminating Access:** For Feature Group D Switched Access Service(s), the Customer should provide Excel with a projected PIU factor by supplying Excel with an interstate percentage of terminating access minutes on a quarterly basis, as described herein. If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 50% interstate traffic and 50% intrastate traffic.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.14 Customer Reporting (Continued)

2.14.1 Jurisdictional (Continued)

- C. Except where Excel 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 in 2.14.1(D).

- D. Effective on the first of January, April, July and October of each year the Customer should update its interstate and intrastate jurisdictional report. The Customer should forward such report to Excel, to be received no later than fifteen (15) days after the first of each stated month, a revised report showing the interstate and intrastate percentage of use for the past three (3) months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Excel Local Switching Center. 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, Excel 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, Excel will assume the percentages to be the same as those provided in 2.3.1.A and 2.3.1.B above.

For Switched Access Service, if a billing dispute arises or the Commission questions the projected PIU factor, the Customer will provide the data used to determine the projected PIU factor. The Customer will supply such data within thirty (30) days of Excel's request. In the event that the Commission requires information regarding the PIU factor prior to the aforementioned thirty (30) days, then the Customer will provide such information to Excel at least three (3) days before the Commission's deadline.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.14 Customer Reporting (Continued)

2.14.1 Jurisdictional (Continued)

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of Excel, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. Excel reserves the right to conduct an audit at any time. The Customer, as its own expense, has the right to retain an independent auditing firm. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

For Feature Group B or D Switched Access Service(s), where jurisdiction can be determined from the call detail, Excel will determine the projected PIU factor as follows: the projected PIU factor will be developed on a monthly basis by end office, by dividing the measured interstate originating or terminating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating or terminating access minutes.

For terminating access minutes, in cases where the call detail is insufficient to allow for use of measured minutes, the Customer has the option of providing Excel with a projected PIU factor. Customers who provide a PIU factor shall supply Excel with an interstate percentage of FGD terminating access minutes for each account or state to which the Customer may terminate traffic. If no projected PIU factor is provided, the data used by Excel to develop the projected PIU factor for originating access minutes will be used to develop the factor for terminating minutes.

No pro-rating or back-billing will be done based on the report. Excel may require call detail records to substantiate projected interstate usage provided to Excel.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.14 Customer Reporting (Continued)

2.14.2 Code Screening Reports

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

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

2.14.3 Trunk Group Measurements Reports

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

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

- A. For nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the stated Tariff rate per element.
- B. For usage sensitive chargeable rate elements, multiply the percent intrastate use times actual use (measured or Company assumed average use) times the stated rate.

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2.0 RULES AND REGULATIONS (Continued)

2.14 Customer Reporting (Continued)

2.14.4 Meet Point Billing

Meet Point Billing applies when more than one Carrier is involved in the provision of Access Service. Excel shall provide terminations at its switches/access tandems for origination and termination of Carrier access calls to and from interexchange carriers and the Customer. All recurring and nonrecurring charges for services provided by each Carrier are billed under each Carrier's applicable rates. These calls will be billed under Meet Point Billing arrangements for interLATA and Carrier access traffic. The Customer must establish separate trunk groups for traffic handled under Meet Point Billing arrangements. The Customer must provide call detail in standard industry format to Excel for calls exchanged or completed under Meet Point Billing arrangements.

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

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.15 Notices and Communication

An address will be designated on the Service Order by the Customer to which Excel shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which Excel's bills for service shall be mailed. Excel shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications to Excel, except that Excel may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.

Excel 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.

All notices or other communications required to be given pursuant to this tariff shall be in writing. Notices, other communications and all bills mailed by Excel shall be presumed to have been delivered to the Customer on the third 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.

Notices from the Customer to Excel may be given verbally by the Customer or the Customer's authorized Agent at Excel's office, or by written communication mailed thereto. Written notice is required when specified in tariff schedules or in any written agreement.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.15 Notices and Communication (Continued)

Excel will, when possible, provide the Customer reasonable notification of temporary 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, routine preventative maintenance, and major switching machine change out. Generally, such activities are not limited to a specific individual Customer's service but affect many Customers' services. No specific advance notification period is applicable to all service activities. Excel will work cooperatively with the Customer to determine reasonable notification requirements. In emergencies, where delay may result in impaired service or in hazards to the Customer, the public, or Excel's facilities, Excel may resort to verbal notices given by telephone or other means of communication.

Where prior notice is not practicable, nothing contained herein shall be deemed to preclude Excel's right to temporarily discontinue the use of a service 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.

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2.0 RULES AND REGULATIONS (Continued)

2.16 Customer Equipment and Channels

2.16.1 Station Equipment

The Customer is responsible for providing and maintaining any terminal equipment on the Customer's Premises in compliance with state and federal rules and regulations. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer.

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

2.16.2 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of Excel used for furnishing Access Services and the Channels, facilities, or equipment of other Carriers shall be provided at the Customer's expense.

Access Services may be connected to the services or facilities of other Carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other Carriers which are applicable to such connections.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.16 Customer Equipment and Channels (Continued)

2.16.3 Inspections

Upon reasonable notification to the Customer, and at reasonable times, Excel may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth within this tariff for the installation, operation, 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.

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

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2.0 RULES AND REGULATIONS (Continued)

2.17 Transfers and Assignments

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

Written permission from Excel is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

The Customer may not assign or transfer (e.g., mergers, acquisitions, consolidations) the use of services provided under this tariff except where there is no interruption of use or relocation of the services, such as assignment or transfer to:

- A. Another Customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
- B. A court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.17 Transfers and Assignments (Continued)

In all cases of assignment or transfer, the written acknowledgment of Excel is required prior to such assignment or transfer and such acknowledgment shall be made within fifteen (15) days from the receipt of notification. The assignee or transferee shall provide to Excel the written release of the use of such services from the assignor or transferor. All regulations, conditions and applicable charges, as set forth in this tariff, shall apply to such assignee or transferee.

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

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

2.0 RULES AND REGULATIONS (Continued)

2.18 Jointly Provided Access Services

Meet Point Billing applies where a Customer orders Switched Access to another Exchange Carrier to originate and terminate traffic to Subscribers. All recurring and nonrecurring charges for services provided by each Exchange Carrier are billed under each Carrier's applicable rates.

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

Excel will handle 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:

- A. When FGB or FGD is ordered by a Customer to an interconnection point of another Exchange Carrier connected to Excel's network, the Customer must provide the original order to that Exchange Carrier, and must provide a copy of the order to this Company. Each Exchange Carrier that accepts the order will provide the portion of Switched Transport in its territory to an interconnection point with another Exchange Carrier, and will bill the service in accordance with its tariff(s). The rates for Switched Transport (fixed and per mile), are determined as follows:
 - 1. The total mileage for the service is computed using the V&H Coordinate Method set forth in National Exchange Carrier Association Tariff F.C.C. No. 4.
 - 2. Excel's rates and charges are then multiplied by the appropriate quantity(ies) and the billing factor to obtain the charges for this company.

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2.0 RULES AND REGULATIONS (Continued)

2.18 Jointly Provided Access Services (Continued)

- B. The application of nondistance sensitive rate elements varies according to the rate structure and location of the facilities involved:
1. When rates and charges are listed on a per point of termination basis, this company's rates will be billed for the termination(s) within this company's operating territory.
 2. When rates and charges are listed on a per unit basis, e.g, multiplexing, this company's rates and charges will apply for the units located in this company's operating territory.
 3. When rates and charges are developed on an individual case basis, such rates will be developed for the portion of the service provided by this company.
 4. When rates and charges are listed on a per service basis, these rates and charges will be billed.
 5. When rates and charges are listed on a per line or trunk installed basis, this company's rates will be billed based on the number of lines or trunks specified by the Customer on its order for access service placed with this company.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

3.0 DESCRIPTION OF SERVICE (Continued)

3.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to Subscribers, provides a two-point communications path between a Customer's Premises and a Subscriber's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from a Subscriber's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises to a Subscriber's Premises.

Switched Access Service is available when originating or terminating calls from or to a Subscriber which subscribes to the Company's Local Exchange Services.

Rates and charges are set forth in Section 4 herein. The application of rates for Switched Access Service is described in Section 4.

3.1.1 Service Commencement Date

The date on which a Customer first sends or receives traffic from the Company's Subscriber or the date specified on the Service Order, whichever occurs first and whichever is applicable.

3.1.2 Service Cancellation Date

The date on which a Customer notifies the Company, in writing, of its intention to terminate its access arrangements with Excel, or the date on which the Company notifies the Customer, in writing, of its intention to terminate access service to the Customer. Such dates must conform to the effective dates for cancellation of service or the Customer's intention to block or have the Company's access traffic blocked, as set forth herein.

In the event that the Company terminates service without notice for reasons set forth herein, the service cancellation date shall be the date that the Company terminates service with the Customer.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

3.0 DESCRIPTION OF SERVICE (Continued)

3.2 Provision and Description of Switched Access Service Arrangements

3.2.1 Feature Group Access

FG Access is provisioned at the DS-1 level and provides trunk-side access to Local Switching Center switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).

All traffic is routed to and from the Company's local switching center via the Customer's tandem provider or via end office trucking, where available. Delivery of calls to, or acceptance of calls from, the Company's End User locations over Company-switched local exchange services shall constitute an agreement by the Customer to purchase switched access services as described herein. The Company reserves the right to require the Customer to submit an ASR for switched access.

3.2.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

3.0 DESCRIPTION OF SERVICE (Continued)

3.2 Provision and Description of Switched Access Service Arrangements (Continued)

3.2.3 Call Types

The following Switched Access Service call types are available:

- A. Originating FG Access
- B. Originating 800 FG Access
- C. Terminating FG Access

3.2.4 Originating FG Access

The access code for FG Access switching is a uniform access code of the form 1+ or 011+ or 101XXXX. For 101XXXX dialing, a single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (#) for cut-through access to the Customer's premises. The Company will provide originating FG access consistent with dialing parity obligations.

3.2.5 Originating 800 FG Access

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by a Subscriber, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

3.0 DESCRIPTION OF SERVICE (Continued)

3.2 Provision and Description of Switched Access Service Arrangements (Continued)

3.2.6 Terminating FG Access

FG Access, when used in the terminating direction, may only be used to access Subscribers who are subscribing to the Company's Local Exchange Services. Calls in the terminating direction will not be completed to 950-0XXX or 950-1 XXX access codes, local operator assistance (0- and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 101XXXX access codes.

3.3 Ordering Options

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

3.3.1 Ordering Conditions

The Customer may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

3.0 DESCRIPTION OF SERVICE (Continued)

3.4 Reports and Testing

3.4.1 Design Layout Report

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.

3.4.2 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.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

3.0 DESCRIPTION OF SERVICES

_____ 3.5 Individual Case Basis (“ICB”) Offerings

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

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

4.0 RATES AND CHARGES

4.1 General

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

There are three types of rates and charges that apply to Switched Access Service:

- **Non-Recurring Charges:** One-time charges that apply for a specific work activity.
- **Recurring Charges:** Fixed charges apply each month and depend on the number and type of facilities in place.
- **Usage Charges:** Charges that are applied on a per access minute basis. Usage volumes are accumulated over a monthly period.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

4.0 RATES AND CHARGES (Continued)

4.2 Timing of Calls

The Customer's monthly usage charges for the Company's switched access service are based upon the total number of minutes the Customer uses.

Customer traffic to the Company's end offices will be measured (i.e., recorded or assumed) by the Company at end office switches or access tandem switches. Originating and terminating calls will be measured (i.e., recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. In the event that Subscriber Customer message detail is unavailable because the Company has lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Customer access minutes of use based upon previously-known values.

For billing purposes, FGD access minutes or fractions thereof (the exact value of the fraction being a function of the switch technology where the measurement is made), are accumulated over the billing period for each end office and then are rounded up to the nearest access minute for each end office and billed in increments of one (1) minute.

The Company will not knowingly charge for Incomplete Calls. Upon the Customer's request and proper verification, the Company shall promptly adjust or credit the Customer's account for charges or payments for any unanswered call inadvertently billed due to the unavailability of Feature Group D or due to another Carrier's failure to provide answer supervision.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

4.0 RATES AND CHARGES (Continued)

4.3 Rate Categories (Continued)

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

- Carrier Switched Access Originating
- Carrier Switched Access Terminating
- Toll-Free 8XX Data Base Access Service

The Company provides originating and terminating switched access service rated upon aggregate traffic volumes from the following cost categories:

4.3.1 Common Line

The Common Line cost category establishes the charges related to the use of Company-provided end user common lines by Customers and end users for switched access.

4.3.2 Switched Transport

The Switched Transport cost 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.

4.3.3 End Office Switching

The End Office Switching cost category establishes the charges related to the use of end office switching equipment, the terminations in the end office of subscriber lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

4.3.4 Toll-Free 8XX Database Query

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

4.0 RATES AND CHARGES (Continued)

4.4 Billing of Access Minutes

When recording originating calls over FG Access with multi-frequency 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 FG Access ends when the originating FG Access 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 FG Access with multi-frequency 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 FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access 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 FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access 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 FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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INTRASTATE SWITCHED ACCESS SERVICES TARIFF

4.0 RATES AND CHARGES (Continued)

4.5 Rates and Charges

4.5.1 Carrier Common Line Access

Originating	\$0.000000 per minute
Terminating	\$0.000000 per minute

4.5.2 Local Transport

Tandem Switched Facility per mile	\$0.000048 per minute
Tandem Switched Termination per minute	\$0.000222 per minute
Access Tandem Switching	\$0.000974 per minute

4.5.3 Local Switching

Local Switching	\$0.003000 per minute
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4.5.4 Toll-Free Database Query

Per Query	\$0.003080
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