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(N)

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29. True IP To PSTN (TIPToP) Service29.1 Service Description(A) Basic Service Description

TIPToP service offers the providers of Internet Protocol (IP) enabled voice information services that use the TIPToP service (TIPToP Customers) the capability to connect traffic from IP enabled voice information service user (IP-VIS User) to Telephone Company End Users, or Off Net End Users using Public Switched Telephone Network (PSTN) based voice services via end offices or tandems subtended by the Telephone Company Access Tandems.

TIPToP service also allows TIPToP Customers to connect traffic from Telephone Company End Users or Off Net End Users to IP-VIS Users. The Telephone Company's existing network architecture is utilized to connect this traffic to TIPToP port interfaces.

TIPToP service provides a Time Division Multiplexed (TDM) port interface, including one-way or two-way port interfaces to originate and terminate traffic between TIPToP Customers and Telephone Company End Users and Off Net End Users.

TIPToP one-way port interfaces terminate traffic that originates from the TIPToP Customer's IP-VIS User to Telephone Company End Users, which is considered IP-VIS On Net traffic. Traffic that originates from the TIPToP Customer's IP-VIS User and terminates to Off Net End Users, as defined in Section 2.13, is considered IP-VIS Off Net traffic.

TIPToP two-way port interfaces terminate traffic that originates from Telephone Company End Users or Off Net End Users to TIPToP Customers. When traffic is originated from or terminated to the TIPToP Customer, the TIPToP Customer is responsible for completion of the traffic and connections between the demarcation point of the TIPToP service and the IP-VIS User. In addition, 8XX and toll traffic that is presubscribed to Interexchange Carriers (1+ PIC'd) originating from IP-VIS Users is routed via the two-way port interfaces to the Telephone Company Access Tandem for completion to the appropriate carrier.

(N)

(N)

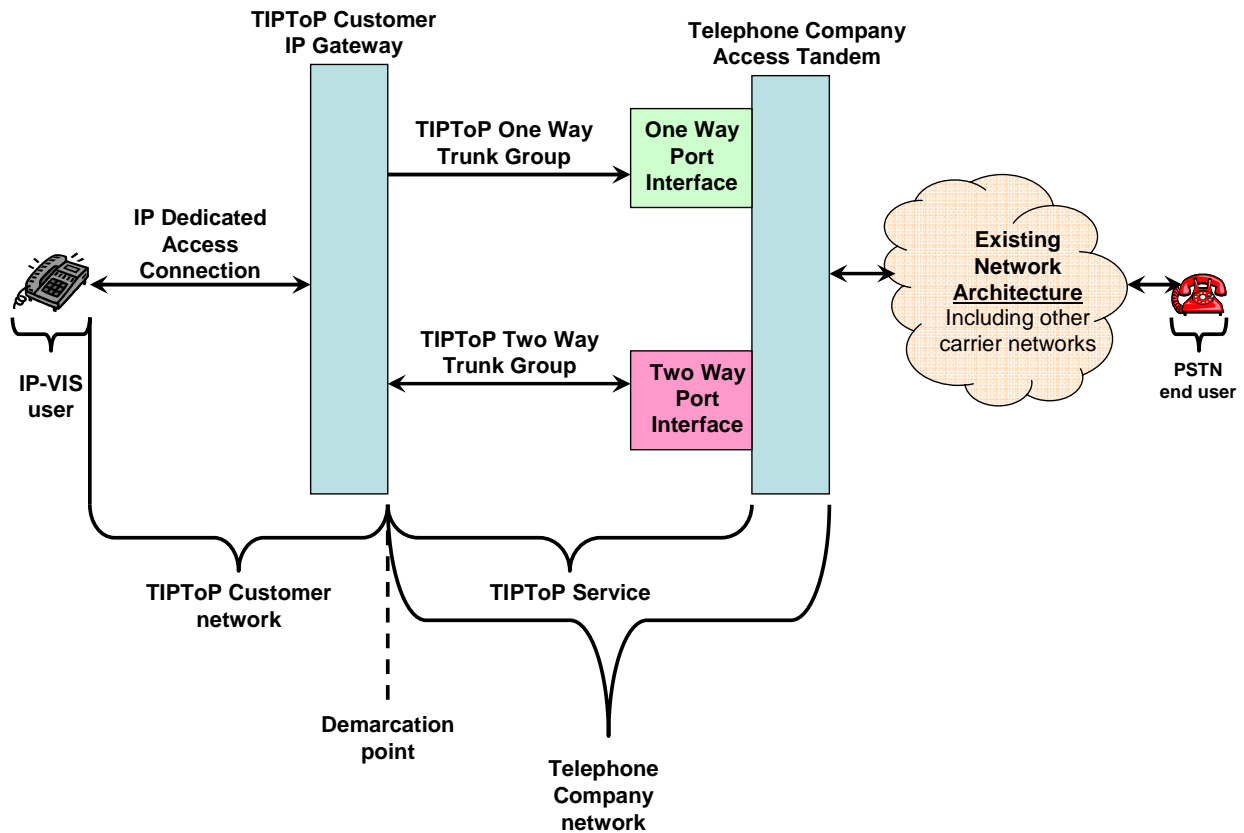
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29. True IP To PSTN (TIPToP) Service (Cont'd)

29.1 Service Description (Cont'd)

(A) Basic Service Description (Cont'd)

A diagram of the service connectivity is provided below.



(N)

(N)

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29. True IP To PSTN (TIPToP) Service (Cont'd)

29.1 Service Description (Cont'd)

(B) Service Provisioning

(1) Manner of Provisioning

(a) Originating IP-VIS Traffic to the PSTN

For originating IP-VIS traffic to the PSTN, TIPToP service is provisioned as a Time Division Multiplexed (TDM) port interface for TIPToP Customers to connect to the Telephone Company switched network, specifically for traffic that originates from IP-VIS Users and that generates IP-VIS traffic on the TIPToP Customer's network. TIPToP service begins at the TIPToP Customer's IP gateway once the IP-VIS traffic is converted to TDM format by the TIPToP Customer. Originating IP-VIS traffic travels on one-way or two-way port interfaces, as defined in this section. Traffic originating from an IP-VIS User is defined as IP-VIS traffic only when it meets both of the following requirements:

- 1) Traffic must be originated by an IP-VIS User at that IP-VIS User's Site.
- 2) Traffic must be transported from that IP-VIS User's Site to the TIPToP Customer using a IP Dedicated Access Connection, and such traffic must remain in IP format from the IP-VIS User Site to the TIPToP Customer's IP Gateway.

(b) Originating PSTN Traffic to the IP-VIS User

For PSTN traffic that originates from a PSTN user to the IP-VIS User, TIPToP service is provisioned as a Time Division Multiplexed (TDM) port interface. The port interface enables TIPToP Customers to connect to the Telephone Company switched network only for IP-VIS traffic that terminates to IP-VIS Users on the TIPToP Customer's network. Traffic originating from the PSTN and terminating as IP-VIS traffic travels only on two-way port interfaces, as defined in Section 29.1(B)(1)(f). Traffic terminating to IP-VIS Users is defined as IP-VIS traffic only when it meets both of the following requirements:

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29. True IP To PSTN (TIPToP) Service (Cont'd)

29.1 Service Description (Cont'd)

(B) Service Provisioning (Cont'd)

(1) Manner of Provisioning (Cont'd)

(b) Originating PSTN Traffic to the IP-VIS User (Cont'd)

(1) Traffic must originate at a Telephone Company End User or Off Net End User and must travel through the TIPToP TDM Port Interface to the TIPToP Customer's IP Gateway. At the IP Gateway, the traffic must be converted to Internet Protocol and remain in Internet Protocol until it reaches the IP-VIS User Site.

(2) Traffic delivered to the TIPToP Customer's IP Gateway must be routed from the IP Gateway to the IP-VIS User Site of the IP-VIS User using an IP Network.

(c) Non IP-VIS Traffic

Non IP-VIS traffic is not permitted on TIPToP port interfaces. TIPToP Customers must remove any Non IP-VIS traffic from TIPToP connections per the terms described in Section 29.1(C) following.

Non IP-VIS traffic that occurs on TIPToP port interfaces is billed a Non IP-VIS Minute of Use rate as described in Section 29.3 rates and charges.

(d) Utilization of Telephone Numbers

The Telephone Company routes calls to the TIPToP Customer following routing instructions contained in the Local Exchange Routing Guide (LERG) system. These routing instructions are based on valid telephone numbers, as defined in the North American Numbering Plan. Telephone numbers are required to be unique for each IP-VIS User and be dialable numbers that reach the IP-VIS User when dialed.

(N)

(N)

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29. True IP To PSTN (TIPToP) Service (Cont'd)

29.1 Service Description (Cont'd)

(N)

(B) Service Provisioning (Cont'd)

(1) Manner of Provisioning (Cont'd)

(e) One-Way Port Interface

- (1) TIPToP service provides one-way port interfaces to the Telephone Company Access Tandem, or end office where applicable, that terminate IP-VIS traffic originated by IP-VIS Users on the TIPToP Customer's Network to the Telephone Company's End Users or Off Net End Users, with the exception of 8XX traffic or toll traffic that is presubscribed to Interexchange Carriers (1+ PIC'd), as described in 29.1 (B)(1)(f)(1).

(f) Two-Way Port Interface

- (1) TIPToP service also provides two-way port interfaces to the Telephone Company Access Tandem that are used by TIPToP Customers to receive calls for IP-VIS Users from Telephone Company and Off Net End Users. TIPToP Customers are not permitted to use two-way port interfaces for traffic that should travel on a one-way port interface, as described in this section.

In addition, two-way port interfaces provide the TIPToP Customer with the ability to send non-queried 8XX (toll free traffic) and 1+ PIC'd IP-VIS traffic originating from IP-VIS Users to the Telephone Company network for completion to IXC networks. 8XX and 1+PIC'd traffic using TIPToP services must originate from IP-VIS Users using IP Dedicated Access Connections, as described herein to qualify as IP-VIS On Net traffic.

Traffic originating from the IP-VIS User that is not 8XX and 1+ PIC'd is not permitted on the two-way port interface, and the Telephone Company may block such traffic where technically feasible. Traffic not permitted on two-way port interfaces that the Telephone Company does not block, or is not able to block, will be billed as Non IP-VIS traffic.

(N)

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29. True IP To PSTN (TIPToP) Service (Cont'd)

29.1 Service Description (Cont'd)

(B) Service Provisioning (Cont'd)

(1) Manner of Provisioning (Cont'd)

(f) Two-Way Port Interface (Cont'd)

When 8XX traffic dialed by the IP-VIS User is sent to the Telephone Company by the TIPToP Customer, the Telephone Company will query the 800 database and complete the call to the IXC or to a 10-digit routable number based on the response that it receives from the 800 database for calls originating from that specific Telephone Company Access Tandem processing the call.

(g) TIPToP port interfaces are separate trunk groups from all other types of trunk groups within the Telephone Company Network and may only be used as part of the TIPToP service (one-way and two-way port interfaces).

(h) TIPToP services must be purchased as follows:

(1) TIPToP one-way port interfaces are required at every Telephone Company Access Tandem in the LATA in which the TIPToP Customer has:

- IP-VIS Users
- NPA-NXXs, or
- Telephone Numbers

In any other situation that the TIPToP Customer chooses to purchase one-way port interfaces in a LATA, the TIPToP Customer must purchase one-way port interfaces to every Telephone Company Access Tandem in that LATA.

(2) TIPToP two-way port interfaces are required to every Telephone Company Access Tandem serving the Exchange in which the TIPToP Customer has IP-VIS Users or an NPA-NXX(s) or telephone numbers.

(N)

(N)

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29. True IP To PSTN (TIPToP) Service (Cont'd)29.1 Service Description (Cont'd)

(N)

(B) Service Provisioning (Cont'd)(1) Manner of Provisioning (Cont'd)

(h) (Cont'd)

Each TIPToP port interface(one-way or two-way) is equivalent to the bandwidth of one DS0. At a minimum, the TIPToP Customer must configure six (6) TIPToP one-way port interfaces or six (6) TIPToP two-way port interfaces for each DS1 at the Telephone Company Access Tandem or End Office. If additional DS1s or larger facilities are used for TIPToP service, the TIPToP Customer is required to purchase at a minimum six (6) port interfaces (one-way or two-way) to be allocated on each DS1 facility installed.

The TIPToP Customer will not receive any other component or sub component of TIPToP service in any access tandem, end office switch, or any other Telephone Company switch, or other PSTN switches subtending Telephone Company tandems, or in any LATA in which the customer does not have TIPToP port interfaces installed as described above.

- (i) Any conversion from other Telephone Company services to TIPToP service requires a new order for service and new installations for TIPToP services.
- (j) In LATAs where TIPToP service is purchased by the TIPToP Customer, the TIPToP Customer is required to utilize TIPToP service and connections for all traffic between all of its IP-VIS Users and Telephone Company End Users and Off Net End Users subtending the Telephone Company Access Tandems within the LATA.

The TIPToP Customer will be allowed six (6) months to migrate all IP-VIS traffic in a LATA to TIPToP port interfaces per the terms of this tariff. The six (6) months will be counted from the date the first TIPToP port interface is installed in the LATA. If additional TIPToP service elements are required to match the TIPToP architecture, these elements must be ordered within 90 days of the initial order date.

(N)

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29. True IP To PSTN (TIPToP) Service (Cont'd)

29.1 Service Description (Cont'd)

(B) Service Provisioning (Cont'd)

(1) Manner of Provisioning (Cont'd)

- (k) If more than 50% of the traffic on any one-way port interface physically originates in one exchange and terminates in another exchange in the same state (as measured based on originating and terminating NPA/NXXs from the call detail), then a Non IP-VIS rate is applied to all traffic in the LATA for the bill period in which the percentage exceeded 50%.

This traffic will be classified as Non IP-VIS traffic and is billed under this section at the applicable Non IP-VIS On Net rate or Non IP-VIS Off Net rate and subject to the terms in 29.1 (C)(9) following.

- (1) TIPToP service requires TIPToP Customers to send accurate Calling Party Number (CPN) to the Telephone Company with each call in order to qualify for TIPToP IP-VIS rates. Calls must provide an accurate CPN to qualify as IP-VIS traffic and to be rated at the applicable IP-VIS rates in this tariff. Accurate CPN is:

- (i) CPN that is a dialable working telephone number, that when dialed, will reach the IP-VIS User to whom it is assigned, at that IP-VIS User's IP-VIS User Site and uses the Internet Protocol Network at the IP-VIS User Site to reach the IP-VIS User.
- (ii) CPN that has not been altered.
- (iii) CPN that is not a charge party number.
- (iv) CPN that follows the North American Numbering Standard and can be identified in numbering databases and the LERG as an active number.
- (v) CPN that is assigned to an active IP-VIS User.

Calls sent without an accurate CPN, or sent without a CPN, will be classified as Non IP-VIS traffic and will be rated at the applicable On Net or Off Net Non IP-VIS rates and subject to the terms in 29.1 (C)(9) following.

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(N)

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29. True IP To PSTN (TIPToP) Service (Cont'd)

29.1 Service Description (Cont'd)

(N)

(B) Service Provisioning (Cont'd)

(1) Manner of Provisioning (Cont'd)

(m) The TIPToP Customer must prevent any external party, other than legally authorized agencies, from accessing private CPN that is sent to the TIPToP Customer. The TIPToP Customer must implement procedures to restrict internal access to private CPN, and that all records of private CPN are destroyed after a reasonable period of time. Any lawful request from law enforcement to obtain call trace logs must be honored by the TIPToP Customer.

(n) Acceptance Tests are tests that are performed during the installation of TIPToP service. These tests are cooperative tests between the Telephone Company and the TIPToP Customer and they are performed before the first live traffic can be placed in the TIPToP service. There is no charge for Acceptance Testing.

(o) Traffic Volume

(1) One-way Port Interface - when a TIPToP Customer's traffic increases to the bandwidth equivalent of 48 DS0s to any one end office, the TIPToP Customer is required to purchase direct one-way port interfaces for use with TIPToP service to that end office, as described in Section 29.3 rate and charges.

(2) Two-way Port Interface - when a TIPToP Customer's traffic is equal to or greater than a bandwidth equivalent of 48 DS0s between an existing two-way port interface and an access tandem without direct two-way port interfaces from the TIPToP Customer, the customer must purchase two-way port interfaces to that access tandem.

(N)

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29. True IP To PSTN (TIPToP) Service (Cont'd)

29.1 Service Description (Cont'd)

(B) Service Provisioning (Cont'd)

(2) Limitations

(a) TIPToP service does not include Alternate Billed Services (ABS). ABS includes, but is not limited to, Collect Calling, Third Party Billed Calls, Calling Card calls, Phone Card calls, or Credit Card calls billed to telephone numbers assigned to the IP-VIS User of the TIPToP Customer or the TIPToP Customer.

(b) Specific to traffic sent to a TIPToP Customer over the TIPToP port interface, TIPToP service is not available where the Telephone Company is required to pay reciprocal compensation, access charges, meet point billing charges, transit charges, or any other fees.

(3) Emergency 911 Service

Emergency 911 Service is not available with TIPToP Service purchased under this tariff.

(4) SPNP Service Charge

When the TIPToP Customer purchases a TIPToP One-Way Port Interface the Telephone Company will provide Service Provider Number Portability (SPNP) Query Service under the rates and terms as set forth in Sections 14.1 through Section 14.5.

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29. True IP To PSTN (TIPToP) Service (Cont'd)

29.1 Service Description (Cont'd)

(C) Customer Obligations

- (5) The TIPToP Customer must obtain a unique Operating Company Number (OCN) for use in states where TIPToP service is requested. TIPToP Customers cannot use an OCN for TIPToP services if this same OCN is being used in conjunction with another service.
- (6) The TIPToP Customer must provide a minimum of one unique Local Routing Number (LRN) per LATA in which TIPToP service is requested. TIPToP Customers cannot use an LRN for TIPToP services if the number is being used in conjunction with another service.
- (7) The TIPToP Customer must obtain their own phone numbers from industry sources that follow the North American Numbering Plan for use with TIPToP service.
- (8) The TIPToP Customer must have at least one IP-VIS Dedicated Location in each LATA in which they use TIPToP service.
- (9) The TIPToP Customer must route the 8XX and 1+ PIC'd calls to a tandem associated with the CPN of the originating number as designated by the LERG.
- (10) The TIPToP Customer must send the appropriate routing and call information to the Telephone Company, as is described in Technical Publications GR-317-CORE and GR-394-CORE.
- (11) The TIPToP Customer must provide SS7 Point Codes for each connected IP gateway.

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12.1 of Tariff FCC No. 39.

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ACCESS SERVICE

29. True IP To PSTN (TIPToP) Service (Cont'd)

29.1 Service Description (Cont'd)

(C) Customer Obligations (Cont'd)

- (12) TIPToP Customers must use SS7 signaling to each Access Tandem in the LATA in which TIPToP service is desired. The TIPToP Customer must also adhere to the requirements and limitations that Telephone Company sets forth regarding SS7 signaling and call setup as defined in Section 6. The TIPToP Customer is responsible for all the misrouting or blocking of any and all traffic that results from messages, which do not comply with Section 6, sent over SS7 by the TIPToP Customer.
- (13) The TIPToP Customer must remove all Non IP-VIS traffic within 60 days of any notice, including, but not limited to, the TIPToP Customer's bill from the Telephone Company.
- (14) The TIPToP Customer, or TIPToP Customer's agent, must set the Collect and Third Party Billing Acceptance indicator to deny Collect, Third Party or any other Alternate Billed Services.
- (15) While Alternately Billed Services (ABS) calls are not provided by TIPToP, should ABS calls occur and be processed by the Telephone Company Network for IP-VIS end users of the TIPToP Customer, or for the TIPToP Customer, the TIPToP Customer will pay all ABS charges from the Telephone Company for these services and will make appropriate changes within 60 days of the bill to prevent future ABS calls by the TIPToP Customer's IP-VIS User from being processed.

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Four AT&T Plaza, Dallas, Texas 75202

ACCESS SERVICE

29. True IP To PSTN (TIPToP) Service (Cont'd)

29.2 Rate Regulations

(A) Rate Elements

The following provides a list of the various rate elements for TIPToP service.

- One-way Port Interface
- Two-way Port Interface
- TIPToP IP-VIS USAGE
- TIPToP Non IP-VIS USAGE
- Non-recurring Charge
- Service Establishment Fee
- Service Management Charge

(D)

(1) ONE-WAY PORT INTERFACE - TIPToP one-way port interfaces provide a one-way trunk group to permit originating IP-VIS traffic(excluding 8XX and 1+ PIC'd) from TIPToP Customer's IP-VIS Users to Telephone Company and Off Net End Users subtending the Access Tandem in which the port interface is installed. The monthly recurring charge and non-recurring charge for the TIPToP one-way port interface rate elements includes the following service components necessary to terminate IP-VIS traffic originated from IP-VIS users on the TIPToP Customer's Network in a specific LATA to the Telephone Company's Access Tandem(s) or End Office(s) in that same LATA (where the port interface is installed.):

(T)

(T)

- (a) Transport
- (b) Trunks
- (c) Trunk ports
- (d) The following associated signaling components, as described in Section 6:

(N)

- (i) Dedicated Signaling Transport (DST)
- (ii) Signaling System Seven (SS7) Signaling
- (iii) Signal Transfer Point (STP) Access Connection associated with DST.
- (iv) STP Port Termination
- (v) SS7 Signaling Call Setup Messages (ISUP Signaling as defined in Technical Publications GR-317-CORE and GR-394-CORE) on TIPToP Port Interfaces.

(N)

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ACCESS SERVICE

29. True IP To PSTN (TIPToP) Service (Cont'd)

29.2 Rate Regulations

(A) Rate Elements

(1) ONE-WAY PORT INTERFACE (Cont'd)

- (e) One-way port interfaces are billed a monthly recurring rate and provided on a distance sensitive (M) basis in one of four mileage bands. The mileage bands for One-way Port Interfaces are as follows:

Mileage band 10 to 25 miles
Mileage band 26 to 50 miles
Mileage band 51 to 100 miles
Mileage band 101 or more miles

- (f) Mileage is measured from the TIPToP Customer's IP-VIS Dedicated Location to the Access Tandem or End Office in which service is being ordered.

(M)

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29. True IP To PSTN (TIPToP) Service (Cont'd)

29.2 Rate Regulations (Cont'd)

(A) Rate Elements (Cont'd)

(2) TWO-WAY PORT INTERFACE - TIPToP two-way port interfaces provide a two-way trunk group(s) to permit all traffic from Telephone Company and other PSTN traffic to IP-VIS Users. The monthly recurring charge and non-recurring charge for the TIPToP two-way port interface rate elements includes the following service components necessary for the IP-VIS Users of the TIPToP Customer to receive calls in a specific LATA that originate from or pass through the Telephone Company's Access Tandem(s), or End Office(s) in that same LATA (where the port interface is installed):

(T)

(T)

(a) Transport

(N)

(b) Trunks

(c) Trunk ports

(d) The following associated signaling components, as described in Section 6:

(i) Dedicated Signaling Transport (DST)

(ii) Signaling System Seven (SS7) Signaling

(iii) Signal Transfer Point (STP) Access Connection associated with DST.

(iv) STP Port Termination

(v) SS7 Signaling Call Setup Messages (ISUP Signaling as defined in Technical Publications GR-317-CORE and GR-394-CORE) on TIPToP Port Interfaces.

(N)

(e) Two-way port interfaces are billed a monthly recurring rate and provided on a distance sensitive basis in one of four mileage bands. The mileage bands for Two-way Port Interfaces are as follows:

Mileage band 10 to 25 miles

Mileage band 26 to 50 miles

Mileage band 51 to 100 miles

Mileage band 101 or more miles

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ACCESS SERVICE

29. True IP To PSTN (TIPToP) Service (Cont'd)

29.2 Rate Regulations (Cont'd)

(A) Rate Elements (Cont'd)

(2) TWO-WAY PORT INTERFACE (Cont'd)

(f) Mileage is measured from the TIPToP Customer's IP-VIS Dedicated Location to the Access Tandem or End Office in which service is being ordered.

(3) TIPToP IP-VIS USAGE - A Minute of Use (MOU) charge is applied to IP-VIS traffic using TIPToP Port Interfaces an originating from IP-VIS Users terminating traffic to Telephone Company or Off Net End Users.

(a) IP-VIS On Net Usage - is a MOU charge for IP-VIS On Net Traffic.

(b) IP-VIS Off Net Usage - is a MOU charge for IP-VIS Off Net Traffic.

(M)

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29. True IP To PSTN (TIPToP) Service (Cont'd)

29.2 Rate Regulations (Cont'd)

(A) Rate Elements (Cont'd)

- (4) TIPToP Non IP-VIS USAGE - A Minute of Use (MOU) charge is applied to Non IP-VIS traffic using TIPToP Port Interfaces between a TIPToP Customer's user and Telephone Company or Off Net End Users.
- (a) Non IP-VIS On Net Usage - is a MOU charge for Non IP-VIS On Net Traffic.
- (b) Non IP-VIS Off Net Usage
- (1) On the One-way Port Interface: A MOU charge for Non IP-VIS Off Net Traffic.
- (2) On the Two-way Port Interface: A MOU charge for traffic that is not 8XX or 1+ PIC'd traffic originating from the TIPToP Customer and terminating to Telephone Company End Users, or Off Net End Users.
- (5) Non-recurring Charges - one-time charges apply for the installation of one-way or two-way TDM port interfaces, as defined in Section 29.2 of this tariff.
- (6) Default LNP Query Charge - When the TIPToP Customer fails to query the LNP database, and forwards a call to a switch in the Telephone Company's network for a NXX designated as a number portable code in the LERG and National Exchange Carrier Association Inc.'s F.C.C. No. 4, the TIPToP Customer will pay a default query charge as specified in Section 14.5.
- (7) Service Establishment Fee - A one time Service Establishment Fee is assessed each time the TIPToP Customer establishes the first TIPToP service connection within a specific LATA.
- (8) Service Management Charge - Every TIPToP Customer is charged a recurring charge per month per LATA in which service is activated.

(N)

(N)

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29. True IP To PSTN (TIPToP) Service (Cont'd)

29.2 Rate Regulations (Cont'd)

(N)

(B) TIPToP Term Volume Discount Plan (TVDP)

(1) General Description

The TIPToP Term Volume Discount Plan (TVDP) provides the TIPToP Customer with optional term and volume discounts (as shown in Section 29.2(B)(8), below) off the existing monthly recurring and non-recurring rates for Month to Month service in effect during the term of the TVDP (as referenced in Section 29.3, following) for TIPToP One-Way and Two-Way Port Interfaces.

The Month to Month rates, and the terms and conditions for Port Interfaces in this tariff may be modified through the filing of tariff changes at any time during the Term Period. If Month to Month rates change during the Term Period, the discounts associated with the Customer's TIPToP Term and Volume Plan will be applied against the new Month to Month rates in effect after the change.

However, such tariff modifications will not change the commitment level and discount levels in the Customer's TVDP during the Term Period.

(2) Terms and Conditions

The TIPToP TVDP requires the TIPToP Customer to commit to either a 1, 2 or 3-year Term Period (Term Period). The first year of the Term Period commences on the start date. The start date is defined as the date on which the Telephone Company receives an order from the Customer, as described in Section 5. Each subsequent year of a multi-year TVDP begins on the annual anniversary date of the start date of the TVDP. Each year within the Term Period will be referred to as a Term Year. For example, a 3-year Term Period will have a First Term Year, a Second Term Year and a Third Term Year.

TIPToP TVDP discounts will only apply to billed charges that are paid by the Customer, excluding charges in dispute. If the Customer fails to pay charges for TIPToP service, TIPToP Term and Volume discounts are forfeited on those unpaid charges.

(N)

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29. True IP To PSTN (TIPToP) Service (Cont'd)

29.2 Rate Regulations (Cont'd)

(B) TIPToP Term Volume Discount Plan (TVDP) (Cont'd)

(2) Terms and Conditions (Cont'd)

The TIPToP TVDP also requires the TIPToP Customer to choose a monthly Port Interface Commitment level (volume commitment or Port Interface Commitment). The TIPToP Customer's fulfillment of the volume commitment is measured using an annual calculation for each Term Year. In cases when the TIPToP Customer does not meet the Port Interface Commitment for any Term Year during the Term Period, the TIPToP Customer will be billed Shortfall Liability Charges according to Section 29.2(B)(3), following.

(3) Shortfall Liability Charges

- (a) A calculation is performed annually at each anniversary date during the Term Period and at the end of the Term Period to determine if the Customer is liable for Shortfall Liability Charges.
- (b) For purposes of the Shortfall Liability calculation, the term "In Service" is defined as an installed, working service, billed by the Telephone Company, and paid for by the Customer for the entire month being measured. The number of Port Interfaces In Service is determined for each month of the Term Year being measured. For purposes of Shortfall calculations, the total number of In Service Port Interfaces at the end of each month will be added together to determine the "In Service Total" for the year. Port Interfaces in service for only a part of a month are not counted towards the In Service Total.

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29. True IP To PSTN (TIPToP) Service (Cont'd)

29.2 Rate Regulations (Cont'd)

(B) TIPToP Term Volume Discount Plan (TVDP) (Cont'd)

(3) Shortfall Liability Charges (Cont'd)

(c) If the In Service Total is below the Customer's annual Port Interface Commitment level for a specific Term Year, then Shortfall Liability Charges are due. If the In Service Total is equal to or greater than the Customer's annual Port Interface Commitment level in a specific Term Year, then no Shortfall Liability Charges are due.

(d) Example: A Customer has 200 Port Interfaces In Service for 5 months, and 300 Port Interfaces In Service for 7 months. 5 months times 200 Port Interfaces, plus 7 months times 300 Port Interfaces equals 3,100 Port Interfaces. Therefore, the Customer had 3,100 Port Interfaces In Service Total for the year. In this example, if this Customer committed to a 241 Port Interface Commitment level, they would have no Shortfall Liability. The In Service Total of 3,100 Port Interfaces is greater than the annual Port Interface Commitment of 2,892 (241 Port Interfaces per month x 12 months).

In this same example, if the Customer had committed to a 1,201 Port Interface Commitment level, then Shortfall Liability Charges would be due. The In Service Total of 3,100 is less than the annual Port Interface Commitment of 14,412 (1,201 Port Interfaces per month x 12 months).

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29. True IP To PSTN (TIPToP) Service (Cont'd)

29.2 Rate Regulations (Cont'd)

(B) TIPToP Term Volume Discount Plan (TVDP) (Cont'd)

(3) Shortfall Liability Charges (Cont'd)

- (e) When the calculation in the preceding Section is performed and it is determined that a Customer is liable for Shortfall Liability Charges, another calculation is performed to determine the amount of the Shortfall Liability Charges due. This calculation will use the In Service Totals for the Term Year from the calculation performed according to Section 29.2(B)(3)(b), preceding. An Average Monthly Rate Charged per Port Interface for the Term Year will need to be calculated, due to the different Mileage Bands a Port Interface may have, as shown in Section 29.3(A). The Average Monthly Rate Charged per Port Interface will be calculated by dividing the total amount billed for Port Interfaces (without considering the effect of any credits) for the total year by the In Service Total for the Term Year. When the Customer's TIPToP TVDP is terminated, Termination Charges will be calculated pursuant to Section 29.2 (B)(5), following. If Pro-Rated Shortfall Liability Charges are due, then Pro-Rated Shortfall Liability Charges will be calculated pursuant to Section 29.2(B)(4)(a), following.
- (f) Using the Average Monthly Rate Charged per Port Interface for the Term Year, the following methodology will be used to calculate the Shortfall Liability Charges due:

Customer's Port Interface Commitment (Monthly)	X	12 Months	-	Customer's In Service Total for the Year	X	Average Monthly Rate Charged per Port Interface for the Term Year	=	Shortfall Liability
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29. True IP To PSTN (TIPToP) Service (Cont'd)

29.2 Rate Regulations (Cont'd)

(B) TIPToP Term Volume Discount Plan (TVDP) (Cont'd)

(3) Shortfall Liability Charges (Cont'd)

- (g) In cases where this calculation produces a negative number, no Shortfall Liability is due, nor is any credit due to the Customer.
- (h) Bills for Shortfall Liability Charges are rendered following the anniversary date of the TVDP. For situations involving a Pro-Rated Shortfall Liability, as described below, the charges will be billed within 90 days of the termination date of the Customer's TVDP.

Shortfall Liability Calculation Example:

The TIPToP Customer has finished the second year of a 3-year Term Period with a commitment level of 241 Port Interfaces per month. The TIPToP Customer had 200 ports in service for 6 months, and 250 ports in service for 6 months over the previous 12 months. The amount billed to and paid by the TIPToP Customer during the Term Year for the 2,700 Port Interfaces was \$54,000.

- Step 1. Determine the In Service Total of Port Interfaces for the Term Year. $(200 \times 6) + (250 \times 6) = 2,700$ Port Interfaces In Service Total for the Term Year.
- Step 2. Determine the annual Port Interface Commitment Level for the Term Year. $241 \text{ Port Interfaces per month} \times 12 \text{ months} = 2,892$ Port Interfaces for the Term Year. Since 2,700 In Service Total is less than the Customer's annual commitment of 2,892 Port Interfaces, Shortfall Liability Charges must be calculated.
- Step 3. Determine the Average Monthly Rate charged per Port Interface for the Term Year by dividing the amount billed for the Term Year by the In Service Total for the Term Year. $\$54,000 \text{ divided by } 2700 \text{ In Service Total for the Term Year} = \text{an Average Monthly Rate Charged per Port Interface for the Term Year of } \$20.00.$

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29. True IP To PSTN (TIPToP) Service (Cont'd)

29.2 Rate Regulations (Cont'd)

(B) TIPToP Term Volume Discount Plan (TVDP) (Cont'd)

(3) Shortfall Liability Charges (Cont'd)

Shortfall Liability Calculation Example: (Cont'd)

Step 4. Determine the Shortfall Liability by subtracting the annual Port Interface Commitment Level, as calculated in Step 2, from the Customer's In Service Total, as calculated in Step 1 (2,892 - 2,700 = 192). The TIPToP Customer would have a Shortfall Liability for 192 Port Interfaces for the Term Year.

Step 5. Determine a revenue amount associated with the Shortfall Liability by multiplying the number of Port Interfaces by which the Customer fell short of the annual Port Interface Commitment Level, as calculated in Step 4, by the Average Monthly Rate Charged per Port Interface for the Term Year, as calculated in Step 3. (192 Port Interface shortfall x \$20.00 Average Monthly Rate charged = \$3,840).

(4) Pro-Rated Shortfall Liability Charges

(a) When the Customer's TVDP is terminated prior to the end of the Term Period and between anniversary dates of the TVDP, a Pro-Rated Shortfall Liability calculation will be performed for the number of months from the last anniversary date of the Customer's Term Period to the termination date of the TVDP.

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29. True IP To PSTN (TIPToP) Service (Cont'd)

29.2 Rate Regulations (Cont'd)

(N)

(B) TIPToP Term Volume Discount Plan (TVDP) (Cont'd)

(4) Pro-Rated Shortfall Liability Charges (Cont'd)

(b) For purposes of the Pro-Rated Shortfall Liability calculation, the term "In Service" is defined as an installed, working service, billed by the Telephone Company, and paid for by the Customer, for the entire month being measured. The number of Port Interfaces In Service is determined for each full month of the partial Term Year in which the Customer had service ("In Service Total"). The number of months used in this pro-rated calculation is the number of full months measured from the last anniversary date of the Customer's Term Period to the last full month of service prior to the termination date of the Customer's TIPToP TVDP (the "Pro-Rated Period"). Port Interfaces in service for only part of a month are not counted towards the In Service Total. The In Service Totals for each full month of the Pro-Rated Period are added together.

(c) A Pro-Rated annual Port Interface Commitment will be calculated to determine whether Shortfall Liability Charges are due. This Pro-Rated annual Port Interface Commitment Level is determined by multiplying the Customer's monthly Port Interface Commitment Level by the Pro-Rated Period, as determined in Section 29.2(B)(4)(b), preceding. If the Pro-Rated In Service Total is below the Customer's Pro-Rated annual Port Interface Commitment Level for the Term Year in which the Pro-Rated Period falls, then Pro-Rated Shortfall Liability Charges are due. If the Pro-Rated In Service Total is at, or above, the Customer's Pro-Rated annual Port Interface Commitment Level in the Term Year in which the Pro-Rated Period falls, then no Pro-Rated Shortfall Liability Charges are due.

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29. True IP To PSTN (TIPToP) Service (Cont'd)

29.2 Rate Regulations (Cont'd)

(N)

(B) TIPToP Term Volume Discount Plan (TVDP) (Cont'd)

(4) Pro-Rated Shortfall Liability Charges (Cont'd)

(d) When the calculation in the preceding Section is performed and it is determined that a Customer is liable for Pro-Rated Shortfall Liability Charges, another calculation is performed to determine the amount of the Pro-Rated Shortfall Liability Charges due. This calculation will use the In Service Totals of the Pro-Rated Period. An Average Monthly Rate charged per Port Interface for the Pro-Rated Period will need to be calculated due to the different Mileage Bands a Port Interface may have, as shown in Section 29.3(A). The Average Monthly Rate for the Pro-Rated Period will be calculated by dividing the amount billed for Port Interfaces (without considering the effect of any credits) for the full months the Customer had service during the Pro-Rated Period, by the In Service Total for the Pro-Rated Period.

(e) Using the Average Monthly Rate Charged per Port Interface for the Pro-Rated Period, the following methodology will be used to calculate the Pro-Rated Shortfall Liability Charges due:

Customer's Monthly Port Commitment for the Term Year in which the Pro- Rated Period Falls	Number of Full Months the Customer had Service during the Pro-Rated Period	-	In Service Total of Port Interfaces for the Pro-Rated Period	X	Average Monthly Rate Charged per Port Interface for the Pro-Rated Period	=	Pro-Rated Shortfall Liability
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29. True IP To PSTN (TIPToP) Service (Cont'd)

29.2 Rate Regulations (Cont'd)

(B) TIPToP Term Volume Discount Plan (TVDP) (Cont'd)

(4) Pro-Rated Shortfall Liability Charges (Cont'd)

(f) In cases when this calculation produces a negative number, no Pro-Rated Shortfall Liability is due, nor is any credit due to the Customer.

(5) Termination Liability

(a) Customers may terminate a TIPToP TVDP by giving 30 days written notice to the Telephone Company of the Customer's intention to terminate the TVDP prior to the expiration of the Term Period.

(b) The Telephone Company may terminate a TIPToP TVDP when the Customer has any period of three consecutive months when the TIPToP Customer has an In Service Total of Port Interfaces less than 50% of the monthly Port Interface Commitment Level.

(c) The total number of Port Interfaces In Service is determined for each month of the Term Year, or partial Term Year, being measured. The total of all In Service Port Interfaces for a Term Year or Pro-Rated Period will be referenced as the In Service Total. Port Interfaces in service for only part of a month are not counted in the In Service Total for the month.

(d) When the TIPToP Customer terminates a TIPToP TVDP, or the Telephone Company terminates a TIPToP TVDP prior to completion of the Term Period of the TIPToP TVDP, Termination Liability Charges will be assessed and billed pursuant to this Section. For purposes of this calculation, the Customer's termination date is the earliest date of either the Customer's requested termination date or the last date on which the Customer had TIPToP Port Interfaces In Service.

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29. True IP To PSTN (TIPToP) Service (Cont'd)

29.2 Rate Regulations (Cont'd)

(B) TIPToP Term Volume Discount Plan (TVDP) (Cont'd)

(5) Termination Liability (Cont'd)

- (e) In some cases, it is possible for both Shortfall Liability Charges and Termination Liability Charges to be due at the same time. In those instances, the Shortfall Liability calculation is performed prior to a Termination Liability Charge calculation. When the Customer terminates service between anniversary dates of the TVDP Term Period, a Pro-Rated Shortfall Liability calculation is performed before the Termination Liability calculation is performed.
- (f) Termination Liability Charges are calculated using the Average Monthly Rate charged per Port Interface for the previous 12 months. The Average Monthly Rate charged per Port Interface is calculated by dividing the amount billed for Port Interfaces (without considering the effect of any credits) for the previous 12 months, by the In Service Total Port Interfaces for the previous 12 months (the In Service Total is calculated as detailed in Section 29.2(B)(5)(c), preceding).
- (g) In cases when the Customer terminates a TVDP within the first 12 months of the Term Period, the Monthly Rate charged per Port Interface will be calculated by dividing the amount billed for Port Interfaces, for the time from the first day of the Term Period to the last full month of service prior to the termination date, by the Port Interface In Service Total for the same period of full months.
- (h) Using the Average Monthly Rate charged per Port Interface (as described in Section 29.2(B)(5)(f), preceding) the following methodology will be used to calculate the Termination Liability Charges due:

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ACCESS SERVICE

29. True IP To PSTN (TIPToP) Service (Cont'd)

29.2 Rate Regulations (Cont'd)

(N)

(B) TIPToP Term Volume Discount Plan (TVDP) (Cont'd)

(5) Termination Liability (Cont'd)

Avg. Monthly Rate Charged per Port Interface	X	Customer's Average Monthly Port Commitment	X	Remaining Months in Term Period	X	Termination Percentage of 75%	=	Termination Liability Charge
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Example: The TIPToP Customer wishes to terminate a 36-month commitment with 241 ports after having service in place for 30 months. Over the previous 12 months, the TIPToP Customer had a quantity of Port Interfaces In Service of 200 for 9 months and 250 Port Interfaces for the remaining 3 months.

- Step 1. Determine the In Service Total number of Port Interfaces for the previous 12-month period. 9 months times 200 Port Interfaces, plus 3 months times 250 Port Interfaces equals 2,550 In Service Total of Port interfaces for the previous 12-month period.
- Step 2. Identify the annual amount billed for these Port Interfaces. If the TIPToP Customer was billed \$4,000 per month for the 200 ports, and \$5,000 per month for the 250 ports, then the annual revenue for these ports is \$51,000. (\$4,000 x 9 months plus \$5,000 x 3 months = \$51,000).
- Step 3. Determine the Average Monthly Rate per Port Interface for the previous 12 months by dividing the revenue billed for the previous 12-month period by the In Service Total for the previous 12-month period (\$51,000/2,550 ports = \$20.00 per port for this example).
- Step 4. Identify the TIPToP Customer's monthly Port Interface Commitment Level. In this example, the monthly Port Interface Commitment Level is 241 ports.
- Step 5. Determine the remaining months in the Term Period. The TIPToP Customer in this example terminated a 36-month commitment at 30 months, leaving 6 months remaining in the term.

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ACCESS SERVICE

29. True IP To PSTN (TIPTOP) Service (Cont'd)

(N)

29.2 Rate Regulations (Cont'd)

(B) TIPTOP Term Volume Discount Plan (TVDP) (Cont'd)

(5) Termination Liability (Cont'd)

Step 6. Multiply the Average Monthly Rate charged per Port Interface for the previous 12 months by the Customer's monthly Commitment Level, by the remaining months in the Term Period by 75% to receive the total Termination Liability Charges. In this example, \$20 Average Monthly Rate per port x 241 Port Interface Commitment Level x 6 months remaining x 75% = \$21,690 Termination Liability.

(i) Exceptions to Termination Liability

TIPTOP TVDP Customers may terminate TVDP service without incurring Termination Liability Charges when the TIPTOP Customer converts an existing TIPTOP TVDP commitment to a new TVDP commitment of either:

- (1) A longer term with the same volume commitment,
- (2) A larger volume commitment with the same Term Period as the existing Term Period, or
- (3) A larger volume commitment with longer term.

If TIPTOP service or TIPTOP TVDP is no longer available at the time at which a Customer attempts to convert an existing TIPTOP TVDP to a new TVDP commitment, then conversion will not be permitted, and the Customer's TIPTOP TVDP in existence at that time will not be provided with an exception to Termination Liability.

If the TIPTOP Customer has not paid billed amounts due to the Telephone Company, conversion of an existing TIPTOP TVDP to a new TVDP commitment will not be permitted, and an exception to the Termination Liability for an existing TVDP is not available. The Customer may resolve this failure to pay and qualify for a conversion of the TIPTOP TVDP by paying past due TIPTOP amounts, and remaining current for three full consecutive billing months.

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ACCESS SERVICE

29. True IP To PSTN (TIPToP) Service (Cont'd)

29.2 Rate Regulations (Cont'd)

(B) TIPToP Term Volume Discount Plan (TVDP) (Cont'd)

(6) TIPToP TVDP Renewals

If TIPToP TVDP is available at the time at which the Customer desires to renew a TIPToP TVDP, the TIPToP Customer may renew a TVDP, effective on the expiration date of the original TVDP Term Period, only under the prevailing rates and terms in effect at the time of the renewal.

A renewal of TIPToP TVDP will not be permitted if the TIPToP Customer has not paid billed amounts due the Telephone Company. The Customer may resolve this failure to pay and qualify for a renewal of the TIPToP TVDP by paying past due amounts, and remaining current for a period of three full consecutive billing months.

A renewal of a TVDP requires a new order no earlier than 6 months prior to the expiration of the current TVDP Term Period, and no later than 30 days prior to the expiration of the current TVDP Term Period.

TIPToP Customers are not permitted to extend an existing TIPToP TVDP beyond its original Term Period. TIPToP Customers desiring a TIPToP TVDP beyond the Term Period must enter into a Renewal.

(7) TIPToP TVDP Expiration

A TIPToP TVDP expires on the last day of the Term Period. If the TIPToP Customer continues to use TIPToP service, and the TIPToP Customer does not renew the TIPToP TVDP or enter into a new TIPToP TVDP, then the TIPToP Customer's TIPToP Service will continue at the prevailing Month to Month terms, conditions and rates for TIPToP Service.

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ACCESS SERVICE

29. True IP To PSTN (TIPToP) Service (Cont'd)

(N)

29.2 Rate Regulations (Cont'd)

(B) TIPToP Term Volume Discount Plan (TVDP) (Cont'd)

(8) Term and Volume Discount Plan Schedule

The applicable percentage in the table below shall be applied to the rates in Section 29.3(A) and (B) to calculate the discount to which the TIPToP Customer is entitled. These discounts will apply, regardless of which Term Year the Customer is in within the TVDP, or the volume they are billing. See Terms and Conditions, Section 29.2(B)(2), preceding, for further details.

Monthly Port Interface Commitment	1 year TVDP	2 year TVDP	3 year TVDP
1,000 - 1,999	1%	2%	3%
2,000 - 2,999	2%	4%	6%
3,000 - 3,999	3%	6%	9%
4,000 - 4,999	4%	8%	12%
5,000 - 5,999	5%	10%	15%
6,000 - 6,999	6%	12%	18%
7,000 +	7%	14%	21%

(N)

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29. True IP To PSTN (TIPToP) Service (Cont'd)

29.3 Rates and Charges

(A) TIPToP ONE-WAY Port Interface

Monthly RateNRC

Mileage BandUSOCPer PortPer Port

No. 1 (0-25 miles)PT851\$ 18.95\$ 33.00
 No. 2 (26-50 miles)PT852\$ 34.95\$ 33.00
 No. 3 (51-100 miles)PT853\$ 48.95\$ 33.00
 No. 4 (100 or more miles)PT854\$ 94.95\$ 33.00

(B) TIPToP TWO-WAY Port Interface

Monthly RateNRC

Mileage BandUSOCPer PortPer Port

No. 1 (0-25 miles)PT871\$ 18.95\$ 33.00
 No. 2 (26-50 miles)PT872\$ 34.95\$ 33.00
 No. 3 (51-100 miles)PT873\$ 48.95\$ 33.00
 No. 4 (100 or more miles)PT874\$ 94.95\$ 33.00

(C) TIPToP IP-VIS USAGE (MOU)

TIPToP Usage	IP-VIS On Net Usage Per MOU	IP-VIS Off Net Usage Per MOU
	\$0.0034	\$0.011

(D) TIPToP NON IP-VIS (MOU)

TIPToP Usage	Non IP-VIS On Net Usage Per MOU	Non IP-VIS Off Net Usage Per MOU
	\$0.015	\$0.03

(N)

(N)

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29. True IP To PSTN (TIPToP) Service (Cont'd)

29.3 Rates and Charges (Cont'd)

			Non-Recurring <u>Charge</u>
(E)	<u>Service Establishment Fee</u>	<u>USOC</u>	
	- Per initial service establishment per LATA SEPNW		\$5,000.00
			Monthly <u>Rate</u>
(F)	<u>Service Management Charge</u>	<u>USOC</u>	
	- Per LATA	AFE1P	\$1,200.00

(N)

(N)

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