

**RULES AND REGULATIONS**

**APPROVED**

**2.1. UNDERTAKING OF TDS METROCOM, LLC**

**2.1.1. Scope**

The Company undertakes to furnish access services in accordance with the terms and conditions set forth in this tariff. TDS METROCOM may offer these services over its own or resold facilities.

TDS METROCOM installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under the Tariff TDS METROCOM may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the TDS METROCOM network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis, unless otherwise indicated, and are available twenty-four (24) hours per day, seven days per week.

**2.1.2 Shortage of Equipment or Facilities**

- A. All services are subject to the availability of suitable facilities. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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**RULES AND REGULATIONS**

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2.1. **UNDERTAKING OF TDS METROCOM, LLC** (Continued)

2.1.3. Terms and Conditions

- A. The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services. The Customer remains liable for all obligations under this Tariff and the Company shall have no liability to any person or entity other than the Customer
- B. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.
- C. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.
- D. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.4 below.
- E. The Customer agrees to return to the Company all Company-provided equipment delivered to the Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer failure to comply with this provision.
- F. The use of the Company's services without payment for services or attempt to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers is prohibited.

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James W. Butman, President  
TDS METROCOM, LLC  
525 Junction Road  
Madison, WI 53717

**RULES AND REGULATIONS**

APPROVED

**2.1. UNDERTAKING OF TDS METROCOM, LLC (Continued)**

**2.1.4. Liability of the Company**

- A. The liability of the Company for the damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omissions shall be limited to the extension of allowances for interruptions as set for the in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts to omissions or negligence of the Company's employees or agents.
- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government or any state or local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies, insurrections; riots; wars; unavailability of rights-of-way of materials; or strikes, lock-outs, work stoppages, or other labor difficulties when it does not involve the company's employees.
- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customer facilities or equipment used for or with the services the Company offers.
- D. The Company is not liable for damages or losses due to the fault or negligence of the Customer or due to the failure of the malfunction of Customer-provided equipment or facilities.
- E. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from any and all claims by any person relating to such Customer's use of services so provided.

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**RULES AND REGULATIONS**

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**2.1. UNDERTAKING OF TDS METROCOM, LLC (Continued)**

**2.1.4. Liability of the Company (Continued)**

- F. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal of thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from the Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- H. With respect to any claim or suit, by a Customer or by any other, for damages associated with the installation, provision, termination, maintenance, repair, or restoration of service, the Company's liability, if any, shall not exceed an amount equal to the proportionate part of the monthly recurring charge for the service for the period during which the service was affected. This liability shall be in addition to any amounts that may otherwise be due the Customer under this tariff as an allowance for interruption of service.
- I. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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**RULES AND REGULATIONS**

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2.1. **UNDERTAKING OF TDS METROCOM, LLC** (Continued)

2.1.5. **Notification of Service – Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to the following:

- equipment or facilities additions,
- removal or rearrangements,
- routine preventative maintenance, and
- major switching machine change-out

Generally, such activities are not individual Customer service specific, but may affect many Customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. With some emergency or unplanned service-affecting condition, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6. **Provisions of Equipment and Facilities**

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that is furnished to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon written consent of the Company.
- C. The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

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**RULES AND REGULATIONS**

**APPROVED**

2.1. **UNDERTAKING OF TDS METROCOM, LLC** (Continued)

2.1.6. **Provisions of Equipment and Facilities** (Continued)

- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- F. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of the services under this tariff and to the maintenance and operation of such service in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
  - (1) the transmission of signals generated by the Customer-provided equipment or the quality of, or defects in, such transmission; or
  - (2) the reception of signals by Customer-provided equipment; or
  - (3) network control signaling where such signaling is preformed by Customer-provided network control signaling equipment.
- G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which effect telecommunications services.
- H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

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**RULES AND REGULATIONS**

**APPROVED**

2.1. **UNDERTAKING OF TDS METROCOM, LLC** (Continued)

2.1.7. Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains with the Company, its agents, contractors or suppliers.

2.2. **PROHIBITED USES**

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

2.2.2. The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the reseller intends to provide intrastate services, is certified with the appropriate state entity.

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

2.3. **OBLIGATIONS OF THE CUSTOMER**

2.3.1. Damages

The Customer shall reimburse the Company for damages to, or loss of, Company facilities or the facilities of any third party utilized to provide services under this tariff caused by the negligence or willful act of the Customer or resulting from the Customer's improper use of such facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one Customer liable for another Customer's actions. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

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**RULES AND REGULATIONS**

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2.3. **OBLIGATIONS OF THE CUSTOMER** (Continued)

2.3.2. Equipment Space and Power

The Customer shall furnish or arrange to have furnished to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at non-Company locations where such services terminate. The selection of ac or dc power shall be mutually agreed to by the Customer and the Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Company facilities used to provide services.

2.3.3. Availability for Testing

Access to facilities used to provide services under this tariff shall be available to the Company at times mutually agreed upon in order to permit the Company 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. As set forth in 2.6.2 following, no credit will be allowed for any interruptions involved during such tests and adjustments.

2.3.4. Claims

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, including reasonable attorney's fees for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
- B. any claims, loss, damage, expense or liability for infringement of any copyright, patent, Trade Secret, or any proprietary or intellectual property right of any third party, arising from any act of omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.



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**RULES AND REGULATIONS**

2.3. **OBLIGATIONS OF THE CUSTOMER** (Continued)

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2.3.5. Jurisdictional Report and Certification Requirements

A. Certification Requirements – Special Access

When the Customer orders Special Access Service, and the Customer certifies to the Company in writing that less than ten percent of the traffic is interstate, the service is considered to be intrastate and is provided under this Tariff. Following initial certification, should the jurisdictional nature of the Customer's Special Access Service change, the Customer should inform the Company in writing of the change. The effective date of the change will be the date the Company receives the Customer's notice of change.

If a dispute arises concerning the certification of projected interstate traffic as described above, the Company will ask the Customer to provide the data the Customer used to determine that less than ten percent of the traffic is interstate. The Customer shall supply the data within thirty (30) days of the Company's request. If the reply results in a jurisdictional change of a Special Access Service, the effective date of the change will be date the Company received the Customer's reply.

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**RULES AND REGULATIONS**

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2.3. **OBLIGATIONS OF THE CUSTOMER** (Continued)

2.3.5. **Jurisdictional Report and Certification Requirements** (Continued)

B. **Jurisdictional Reports – Switched Access**

For Switched Access Service, the Company cannot in all cases determine the jurisdictional nature of Customer traffic and its related access minutes. In such cases the Customer may be called upon to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The following regulations govern such estimates, their reporting by the Customer and cases where the Company will develop jurisdictional percentages.

1. **Percent Interstate Usage (PIU)**

For purposes of developing the projected interstate percentage for Switched Access services, every call that originates from a calling party in one state and terminates to a called party in a different state shall be considered to be interstate communications. Every call that terminates to a called party within the same state as the state where the calling party is located shall be considered to be intrastate communications. The manner in which a call is routed through the telecommunications network does not affect the jurisdiction of a call, i.e., a call between two points within the same state is an intrastate call even if it is routed through another state.

**RULES AND REGULATIONS**

APPROVED

2.3. **OBLIGATIONS OF THE CUSTOMER** (Continued)

2.3.5. **Jurisdictional Report and Certification Requirements** (Continued)

B. **Jurisdictional Reports – Switched Access** (Continued)

2. **Jurisdictional Reports**

When the Company receives sufficient call detail to permit it to determine the jurisdiction of some or all originating and terminating access minutes of use, the Company will use that call detail to render bills for those minutes of use and will not use PIU factor (s) to determine the jurisdiction of those minutes of use.

The Company will apply the PIU factor (s) provided by the Customer only to those access services specified in Section 2.3.5.B.3.a., following. Such PIU factor (s) will be used until the Customer provides an update to its PIU factor (s) as set forth below. The projected intrastate percentage of use will be obtained by subtracting the projected interstate percentage for originating and terminating minutes from 100 (intrastate percentage = 100 – interstate percentage).

Effective on the first of January, April, July and October of each year, the Customer shall provide a revised jurisdictional report showing the interstate and intrastate percentage of use by end office for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use. The Customer shall forward the update report to the Company, to be received no later than fifteen (15) days after the first of each such month. Such revised report will serve as the basis for the next three month's billing for determining the jurisdiction of Switched Access Services in cases where the Company does not have sufficient call detail to do so and will be effective on the bill date of that service. No prorating or back billing will be done based on the revised report.

If the Customer does not supply the revised report, the Company will assume the percentages to be the same as those provided in the last quarterly report. In those cases where a quarterly report has never been received, the Company will assume the percentages to be the same as those provided in the Customer's order for service or as developed by the Company as specified below.

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James W. Butman, President  
TDS METROCOM, LLC  
525 Junction Road  
Madison, WI 53717

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**RULES AND REGULATIONS**

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2.3. **OBLIGATIONS OF THE CUSTOMER** (Continued)

2.3.5. **Jurisdictional Report and Certification Requirements** (Continued)

B. **Jurisdictional Reports – Switched Access** (Continued)

3. **Use of PIU Factors**

- a. 500 Access Service, 700 Access Service, 900 Access Service,  
Toll Free Access Service

The Customer shall provide projected PIU factor (s) for 500, 700, 900 and Toll Free Access Services for each end office when placing an order and as specified in Section 2.3.5.B.2, above. Such PIU factors are applied where the Company does not receive sufficient call detail to determine the jurisdiction. If the Customer fails to provide a PIU factor (s) for these Access Services, the Company will develop PIU factor (s) by end office by dividing either the Customer's measured interstate originating access minutes by the Customer's total measured originating access minutes or the Customer's measured interstate terminating access minutes by the Customer's total measured terminating access minutes, whichever method the Company determines produces the more representative result. If there is insufficient call detail to allow the Company to develop a PIU factor for any of these Access Services, the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

**RULES AND REGULATIONS**

**APPROVED**

2.3. **OBLIGATIONS OF THE CUSTOMER** (Continued)

2.3.5. Jurisdictional Report and Certification Requirements (Continued)

B. Jurisdictional Reports – Switched Access (Continued)

4. Use of PIU Factors (Continued)

b. All Other Switched Access Services

With the exception of those Switched Access Services noted in 2.3.5.B.3.a., above, the Company will developed PIU factor (s) to be used for minutes of use for which the Company does not have sufficient call detail to determine the jurisdiction.

For originating access minutes, the Company will develop PIU factor (s) by end office by dividing either the Customer's measured interstate originating access minutes by the Customer's total measured originating access minutes or the Customer's measured interstate terminating access minutes by the Customer's total measured terminating access minutes, whichever method the Company determines produces the more representative result

For terminating access minutes, the Company shall develop PIU factor (s) by end office by dividing either the Customer's measured interstate originating access minutes by the Customer's total measured originating access minutes or the Customer's measured interstate terminating access minutes by the Customer's total measured terminating access minutes, whichever method the Company determines produces the more representative result. When the Company receives insufficient call detail to determine the jurisdiction of all or some of the Customer terminating access minutes, the Company will apply the PIU factor (s) developed by the Company. If there is insufficient call detail to allow the Company to develop a PIU factor, the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

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**RULES AND REGULATIONS**

**APPROVED**

2.3. **OBLIGATIONS OF THE CUSTOMER** (Continued)

2.3.5. **Jurisdictional Report and Certification Requirements** (Continued)

B. **Jurisdictional Reports – Switched Access** (Continued)

5. **Use of PIU Factors** (Continued)

c. Flat Rated Switched Access Services

The PIU factors for use of such flat rated elements should reflect the combined originating and terminating traffic using such facilities. The Company will develop PIU factor (s) by end office by dividing the Customer's measured interstate originating plus terminating access minutes by the Customer's total measured originating plus terminating access minutes. If there is insufficient call detail to allow the Company to develop a PIU factor for such facilities, the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

**RULES AND REGULATIONS**

**APPROVED**

**2.3. OBLIGATIONS OF THE CUSTOMER (Continued)**

**2.3.5. Jurisdictional Report and Certification Requirements (Continued)**

**C. Jurisdictional Report Verification**

If the Company disputes the reasonableness of the PIU provided by the Customer or the reported PIU varies by more than five percentage points over the preceding PIU, the Company may ask the Customer to provide the data used by the Customer to determine the projected interstate percentage. The Customer shall retain for a minimum of six months all detail records from which the percentage of interstate and intrastate use can be derived and shall make such records available for inspection as reasonably necessary for PIU verification. Such records shall be made available for inspection and audit within fifteen (15) days of the Company's request for verification.

The Company shall limit audits to one per year, except where additional audits may be required to verify PIU changes which represent a five percentage point shift from the Customer's most recent report, and such change is not the result of seasonal shifts or other identifiable reasons. Initiation of an audit will be at the sole discretion of the Company. Audits may be conducted by: (1) the Company when the Customer agrees; (2) an independent auditor under contract to the Company; or (3) an independent auditor selected by and paid for by the Customer.

In the event the Customer fails to provide adequate records to enable the Company or an independent auditor to conduct a verification of the Customer's PIU, the Company will bill usage for all contested periods using the PIU reported by the Customer for the previous period. This PIU will remain in effect until the Customer provides the call detail records from which the disputed PIU can be derived. No prorating or back billing will be done based on the newly derived factor. If the Customer fails to provide the requested data, the Company reserves the right to utilize a PIU set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

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James W. Butman, President  
TDS METROCOM, LLC  
525 Junction Road  
Madison, WI 53717

**RULES AND REGULATIONS**

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**2.3. OBLIGATIONS OF THE CUSTOMER (Continued)**

**2.3.5 Jurisdictional Report Requirements (Cont.)**

**(D) Identification and Rating of Toll VoIP – PSTN Traffic**

**(1) Scope**

VoIP-PSTN Traffic is defined as traffic exchanged between the Telephone Company end user and the Customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. This section governs the identification of Toll VoIP-PSTN Traffic that is required to be compensated at interstate access rates (unless the parties have agreed otherwise) as mandated by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 on November 18, 2011 ("FCC Order") and the FCC's Second Order of Reconsideration (12-47) released April 25, 2012. Specifically, this section establishes the method of separating Toll VoIP-PSTN Traffic from the Customer's traditional intrastate access traffic, so that such traffic can be billed in accordance with the FCC Order.

(T)  
(T)

**(2) Rating of Toll VoIP-PSTN Traffic**

The Toll VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to the Telephone Company's applicable tariffed interstate switched access rates as specified in the Telephone Company's applicable federal access tariff.

**(3) Calculation and Application of Percent-VoIP-Usage Factor**

- (a) The Telephone Company will determine the number of terminating intrastate Toll VoIP-PSTN Traffic minutes of use (MOU) to which interstate rates will be applied under (2), preceding, by applying a terminating PVU factor to the total intrastate access MOU terminated by a Customer to the Telephone Company's end user.
- (b) The Telephone Company will determine the portion of dedicated facilities to which interstate rates will be applied under (2), preceding, by applying a PVU factor for dedicated switched access facilities to the dedicated facilities between the Telephone Company and the Customer.
- (c) The Telephone Company will determine the number of originating intrastate Toll VoIP-PSTN Traffic minutes of use (MOU) to which interstate rates will be applied under (2), preceding, by applying an originating Percent VoIP Usage (PVU) factor to the total intrastate access MOU originated by a Telephone Company end user and delivered to the customer.

(N)  
|  
(N)

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Joel Dohmeier, Vice President  
TDS METROCOM, LLC  
525 Junction Road  
Madison, WI 53717

Joeldohmeier@tdstelecom.com 608.664.4000

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**RULES AND REGULATIONS**

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**2.3. OBLIGATIONS OF THE CUSTOMER (Continued)**

**2.3.5 Jurisdictional Report Requirements (Cont.)**

**(D) Identification and Rating of Toll VoIP – PSTN Traffic (Cont.)**

**(3) Calculation and Application of Percent-VoIP-Usage Factor (Cont.)**

- (d) The Customer will calculate and furnish to the Telephone Company a terminating PVUC factor (along with the supporting documentation as specified in (C)(3)(g) below) representing the whole number percentage of the Customer's total terminating intrastate access MOU that the Customer sent to Telephone Company and which originated in IP format and that would be billed by the Telephone Company as intrastate terminating access MOU. (T)
- (e) If applicable, the Telephone Company will calculate and periodically update a terminating PVUT factor representing the percentage (as a whole number) of total intrastate terminating access MOU that the Company receives from the Customer that terminates in IP format at the end user's premises. (T)
- (f) The customer will calculate and furnish to the Telephone Company an originating PVUC factor (along with the supporting documentation as specified in (C)(3)(h) below) representing the whole number percentage of the customer's total originating intrastate access MOU that the customer receives from the Telephone Company and that is terminated in IP format and that would be billed by the Telephone Company as intrastate originating access MOU. (M) (N)
- (g) If applicable, the Telephone Company will calculate and periodically update an originating PVUT factor representing the percentage (as a whole number) of total originating access MOU that the telephone company originated in IP format at the end user's premises, and that is sent to the customer. (M) (N)

(M) Material now shown on Sheet 15.3 of this Section

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Joel Dohmeier, Vice President  
TDS METROCOM, LLC  
525 Junction Road  
Madison, WI 53717

[Joeldohmeier@tdstelecom.com](mailto:Joeldohmeier@tdstelecom.com) 608.664.4000

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**RULES AND REGULATIONS**

APPROVED

2.3. **OBLIGATIONS OF THE CUSTOMER** (Continued)

2.3.5 Jurisdictional Report Requirements (Cont.)

(D) Identification and Rating of Toll VoIP – PSTN Traffic (Cont.)

(3) Calculation and Application of Percent-VoIP-Usage Factor (Cont.)

(h) The Company will develop a total originating and a total terminating Percent VoIP Usage ("PVU") factor combining the Customer's applicable originating or terminating PVUC factor with the Company's applicable originating or terminating PVUT factor. (M) (T)

1) The PVU calculation below is applied when the Company does not bill based on actual call detail records for the Company's intrastate IP traffic at interstate rates. (T)

$PVU = PVUC + [PVUT \times (1 - PVUC)]$  applied to the Company's end user's total intrastate originating or terminating MOU. (T)

Example: (applicable to terminating MOU) The Customer reported that their PVUC as 40%. The Company's PVUT is 10%. This results in the following: (T)

$PVU = 40\% \text{ plus } (10\% \text{ times } (1 - 40\%)) = 46\%$

This means that 46% of the Intrastate terminating MOU exchanged between the Customer and the Company's end users will be rated at Interstate rates. (M)

2) The PVU calculation below is applied when the Company bills are based on the actual call detail records for the Company's intrastate IP traffic at interstate rates. (M1)

The formula for usage will be as follows:

$PVU = PVUC \times (1 - PVUT)$  applied to the Company's TDM end user's total intrastate originating or terminating MOU. (T)

Example: (applicable to terminating MOU) The Company has identified that there was 10,500 intrastate terminating MOU that were identified and exchanged between the Customer and the Company's IP end users. The Customer reported that their PVUC as 40%. The Company's PVUT is 10%. (T)

This results in the following:  
 $PVU = 40\% \text{ times } (1 - 10\%) = 36\%$

This means that 36% of the Intrastate terminating MOU exchanged between the Customer and the Company's TDM end users will be rated at interstate rates and the intrastate 10,500 MOU will also be rated at interstate rates. (M1)

(M) Material previously shown on sheet 15.2

(M1) Material now shown on Sheet 15.4 of this Section

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Joel Dohmeier, Vice President

TDS METROCOM, LLC

525 Junction Road

Madison, WI 53717

[Joeldohmeier@tdstelecom.com](mailto:Joeldohmeier@tdstelecom.com) 608.664.4000

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**RULES AND REGULATIONS**

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**2.3. OBLIGATIONS OF THE CUSTOMER (Continued)**

**2.3.5 Jurisdictional Report Requirements (Cont.)**

(M)

**(D) Identification and Rating of Toll VoIP – PSTN Traffic (Cont.)**

**(3) Calculation and Application of Percent-VoIP-Usage Factor (Cont.)**

**(i) The Customer shall not modify their reported PIU factors to account for VoIP - PSTN Traffic.**

(T)

**(j) The Customer provided terminating and originating PVUC factors shall be based on information such as the number of the customer's retail VoIP subscriptions in the state (e.g. as reported on F.C.C. Form 477), traffic studies, actual call detail or other relevant and verifiable information.**

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**(k) The Customer shall retain the call detail, work papers, and information used to develop the PVUC factors for a minimum of two years.**

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**(l) If the Customer does not furnish the Telephone Company with the above PVUC factors, the Telephone Company will utilize a PVU factor equal to the Telephone Company supplied PVUT.**

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(M) Material previously shown on Sheet 15.3 of this section

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Joel Dohmeier, Vice President

TDS METROCOM, LLC

525 Junction Road

Madison, WI 53717

[Joeldohmeier@tdstelecom.com](mailto:Joeldohmeier@tdstelecom.com) 608.664.4000

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**RULES AND REGULATIONS**

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**2.3. OBLIGATIONS OF THE CUSTOMER (Continued)**

**2.3.5 Jurisdictional Report Requirements (Cont.)**

**(D) Identification and Rating of Toll VoIP – PSTN Traffic (Cont.)**

**(4) Initial PVU Factor**

(a) If the Customer provides the terminating PVUC factor to the Telephone Company by April 15, 2012, the Telephone Company will retroactively adjust the Customer's bills to reflect the PVUC factor as of December 29, 2011. If the Customer does not provide PVUC factor by April 15, 2012, the Telephone Company will set the calculated PVU factor equal to the Telephone Company supplied PVUT.

(b) If the terminating PVU factor cannot be implemented in the Telephone Company's billing system by December 29, 2011, once the factor can be implemented, the Telephone Company will adjust the Customer's bills retroactively to reflect the calculated terminating PVU factor that includes the terminating PVUC factor provided by the customer to the Telephone Company prior to April 15, 2012.

(c) The Telephone Company may choose to provide credits based on the calculated terminating PVU factor on a Quarterly basis until such time as billing system modifications can be implemented.

(d) The initial originating PVUC factor must be submitted to the Telephone Company by April 15, 2014. If the Customer does not provide the originating PVUC factor by that date, the Telephone Company will set the calculated originating PVU factor equal to the Telephone Company supplied originating PVUT.

**(5) PVU Factor Updates – Originating<sup>1</sup>**

The Customer may update the PVUC factor quarterly using the method set forth in subsection (3)(c), preceding. Any updated PVUC factor shall be forwarded to the Telephone Company no later than 15 days after the first day of January, April, July and/or October of each year. The revised PVUC factor shall be based on data for the prior three months, ending the last day of December, March, June and September, respectively. The revised calculated PVU factor will serve as the basis for future billing, and will be effective on the bill date of each such month, and shall serve as the basis for subsequent monthly billing until superseded by a new PVU factor. No prorating or back

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<sup>1</sup> The terminating PVU factor is no longer being accepted due to intrastate terminating switched access rate parity with interstate rates beginning July 2, 2013.

(N)  
(N)

(M) Material now shown on Sheet 15.6 of this Section  
(M1) Material previously shown on sheet 15.4 of this Section

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Joel Dohmeier, Vice President  
TDS METROCOM, LLC  
525 Junction Road  
Madison, WI 53717  
[Joeldohmeier@tdstelecom.com](mailto:Joeldohmeier@tdstelecom.com) 608.664.4000

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**2.3. OBLIGATIONS OF THE CUSTOMER (Continued)**

**2.3.5 Jurisdictional Report Requirements (Cont.)**

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(D) **Identification and Rating of Toll VoIP – PSTN Traffic (Cont.)**

(6) **PVUC Factor Verification – Originating<sup>1</sup>**

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

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<sup>1</sup> PVU Factor Verification is no longer applicable due to intrastate terminating switched access rate parity with interstate rates beginning July 2, 2013.

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(M) Material now shown on Sheet 15.7

(M1) Material previously shown on Sheet 15.5

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Joel Dohmeier, Vice President

TDS METROCOM, LLC

525 Junction Road

Madison, WI 53717

[Joeldohmeier@tdstelecom.com](mailto:Joeldohmeier@tdstelecom.com) 608.664.4000

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**2.3. OBLIGATIONS OF THE CUSTOMER (Continued)**

**2.3.5 Jurisdictional Report Requirements (Cont.)**

(M)

**(D) Identification and Rating of Toll VoIP – PSTN Traffic (Cont.)**

**(6) PVUC Factor Verification – Originating<sup>1</sup> (Continued)**

(T)

(d) If the dispute is unresolved, the Telephone Company may initiate an audit. The Telephone Company shall limit audits of the Customer's PVUC factor to no more than twice per year. The Customer may request that the audit be conducted by an independent auditor. In such cases the associated auditing expenses will be paid by the Customer. The Customer shall respond to the audit request within 15 days of the request.

- In the event that the Customer fails to provide adequate records to enable the Telephone Company or an independent auditor to conduct an audit verifying the Customer's PVUC factor, the Telephone Company will bill the usage for all contested periods using the most recent undisputed PVUC factor reported by the Customer to be used in the calculated PVU factor. The calculated PVU factor will remain in effect until the audit can be completed.
- The Telephone Company will adjust the Customer's PVUC factor based on the results of the audit and implement the newly calculated PVU factor in the next billing period or quarterly report date, whichever is first. The newly calculated PVU factor will apply for the next two quarters before new PVUC factor can be submitted by the Customer.
- If the audit supports the Customer's PVUC factor, the usage for the contested periods will be retroactively adjusted to reflect the Customer's audited PVUC factor in the calculation of the PVU factor.

(M)

<sup>1</sup> PVU Factor Verification is no longer applicable due to intrastate terminating switched access rate parity with interstate rates beginning July 2, 2013.

(N)  
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(M) Material previously shown on Sheet 15.6 of this Section

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Joel Dohmeier, Vice President

TDS METROCOM, LLC

525 Junction Road

Madison, WI 53717

Joeldohmeier@tdstelecom.com 608.664.4000

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**RULES AND REGULATIONS**

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**2.4. CUSTOMER EQUIPMENT AND CHANNELS**

**2.4.1. Interconnection of Facilities**

In order to protect the Company's facilities and personnel and the services furnished to other customers by the Company from potentially harmful effects, the signals applied to the Company's service shall not be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

**2.4.2. Inspections**

- A. The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- B. If the protective arrangements in connections with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect the facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm. The Company 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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**RULES AND REGULATIONS**

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**2.5. PAYMENT ARRANGMENTS**

**2.5.1. Deposits**

To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- two month's charges for a service of facility which has a minimum payment period of one month; or
- the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include additional amount in the event that a termination charge is applied.

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

Deposits held will accrue interest at a rate determined by the Company without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

**2.5.2. Payment for Service**

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

**A. Taxes**

The customer is responsible for any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges, however designated, excluding taxes on the Company's net income imposed on or based on the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices.



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**RULES AND REGULATIONS**

**2.5. PAYMENT ARRANGMENTS (Continued)**

**2.5.2. Payment for Service (Continued)**

**B. Billing and Collection of Charges**

Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill all charges incurred by and credits due to the Customer under this tariff attributable to services established or discontinued. In addition, the Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears. The Company shall present invoices for all charges monthly to the Customer. The Company will establish a bill day each month for each customer account or advise the customer in writing of an alternate billing schedule. Alternate billing schedules shall not be established on less than 60 days' notice or initiated by the Company more than twice on any consecutive 12 month period.

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If no payment is received by the payment date or if a payment or any portion of a payment is received by the Company after the payment date, then, subject to billing and systems availability, a Late Payment Charge shall be due to the Company. The Late Payment Charge shall be the payment or the portion of the payment not received by the payment date times a late factor. The late factor shall be 1.5% per month or portion thereof applied from the 31st calendar day after the payment date to and including the date that the Company actually receives the payment. The Late Payment Charge shall be assessed monthly, based on the delinquent balance maintained on the account at the time.

If service is disconnected by the Company in accordance with Section 2.5.4 following and later restored, restoration of service will be subject to all applicable installation charges.

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**RULES AND REGULATIONS**

**APPROVED**

2.5. **PAYMENT ARRANGMENTS (Continued)**

2.5.2. **Payment for Service (Continued)**

C. **Billing Disputes**

The Customer shall notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If a Customer does not give the Company written notice of a billing or rate dispute within 30 days, such invoice and charges levied shall be deemed to be reasonable, correct and binding. In the event the Customer disputes any billing or rates, the Customer shall notify the Company in writing and shall nevertheless pay all undisputed charges within the 30 day period specified above. Payment shall not prejudice Customer's right to dispute charges, so long as they are disputed in the manner specified in this Section. The Company will investigate the dispute and attempt to resolve the billing and rate issues as soon as reasonably possible. No action or proceeding against the Company disputing bills or rates charged shall be commenced unless the Customer has first complied with this Section, or in any event more than 90 days after service is rendered.

If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedures.

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

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**RULES AND REGULATIONS**

APPROVED

2.5. **PAYMENT ARRANGMENTS (Continued)**

2.5.3. **Refusal and Discontinuance of Service**

The Discontinuance of Service by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of disconnection.

The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

- A. Upon nonpayment of any amount owed to the Company, the Company may, upon prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms and conditions for furnishing service, the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to the Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability
- D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability

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**RULES AND REGULATIONS**

**APPROVED**

**2.5. PAYMENT ARRANGMENTS (Continued)**

**2.5.3. Refusal and Discontinuance of Service (Continued)**

- E. The Company may immediately, and without notice, discontinue the furnishing of any and/or all services to the Customer if the Company deems that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, other customers, facilities or services. The Company may discontinue service under this Section, if the Company determines that a Customer is using, or attempting to use, the services with the intent to avoid the payment, either in whole or in part, of any of the Company's tariffed charges by:
- Using or attempting to use service by rearranging, tampering with, or making connections not authorized by this tariff to the Company's service, or
  - Using fraudulent means or devices, tricks, false or invalid numbers, false credit devices, or electronic devices, whether directed at the Company or others, or
  - Using any fraudulent means or devices.
- F. In the event the Company incurs fees or expenses, including attorney's fees, in the collection, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of such fees and expenses reasonably incurred.
- G. If the Company does not refuse additional applications for service and/or does not discontinue the provision of the services as specified herein, and the Customer's non-compliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service and/or to discontinue the provision of services to the non-complying Customer without further notice.
- H. The Company may refuse service where it is not the carrier of last resort.

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**RULES AND REGULATIONS**

**APPROVED**

2.5. **PAYMENT ARRANGMENTS (Continued)**

2.5.4 **Cancellation of Application for Service**

- A. Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except as may be specified in this Section and Section 3.2.4.
- B. Where prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. When a Customer cancels an order for the discontinuance of service, no charges apply for the cancellation.
- D. If the Company misses a Service Date by more than thirty (30) days and such delay is not requested or caused by the Customer (excluding those circumstances where the date is missed due to Acts of God, governmental requirements, work stoppages or civil commotions), the Customer may cancel the Service Order without incurring cancellation charges.

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**RULES AND REGULATIONS**

**APPROVED**

2.6. **ALLOWANCES FOR INTERRUPTION OF SERVICE**

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affected.

2.6.1. Credit for Interruptions

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

A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. No credit shall be allowed for an interruption of less than thirty (30) minutes. Only those facilities on the interrupted portion of the circuit will receive a credit.

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**RULES AND REGULATIONS**

**APPROVED**

**2.6. ALLOWANCES FOR INTERRUPTION OF SERVICE (Continued)**

**2.6.2. Limitations on Allowances**

No credit allowance will be made for:

- A. Interruptions caused due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B. Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C. Interruptions due the failure or malfunction of non-Company equipment;
- D. Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. Interruptions of service during any period in which the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis;
- F. Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for the implementation of a Customer order for a change in service arrangements; and
- G. Interruptions of service due to circumstances or causes beyond the control of the Company.

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**RULES AND REGULATIONS**

APPROVED

**2.7. TRANSFERS AND ASSIGNMENTS**

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

**2.8. NOTICES AND COMMUNICATIONS**

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

The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill of service, to which the Customer shall mail payment on that bill.

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

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



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**RULES AND REGULATIONS**

**APPROVED**

2.9. **MEET POINT BILLING**

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below.

The Company accepts and adheres to the provisions of the Multiple Exchange Carrier Access Billing (MECAB) and the Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines.