

Verizon Pennsylvania Inc.

GENERAL PROVISIONS - ACCESS SERVICE

1. Undertaking of the Telephone Company

1.1 Scope

- (A) Services provided to a customer under the provisions of this Informational Guide may be connected to facilities used by the customer for the purpose of extending such facilities of the customer between certain locations and thereby constitute a portion of an end-to-end intrastate telecommunications service furnished by a customer for its own use or for the use of end users.
- (B) The Telephone Company does not undertake to transmit messages under this Informational Guide.
- (C) The Telephone Company shall be responsible only for the installation, operation and maintenance of its services. The responsibility of the Telephone Company shall be limited to the provision of services under this Informational Guide and to the maintenance and operation of such services in a proper manner.
- (D) The Telephone Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- (E) Services are provided 24 hours daily, seven days per week, except as set forth in other applicable Sections of this Guide.
- (F) The Telephone Company does not warrant that its facilities and services meet standards other than those set forth in this Informational Guide.

1.2 Limitations

- (A) The customer may not assign or transfer the use of services provided under this Informational Guide; however, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:
 - (1) another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
 - (2) a court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer which acknowledgement shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this Informational Guide shall apply to such assignee or transferee.

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

Verizon Pennsylvania Inc.

GENERAL PROVISIONS - ACCESS SERVICE

1. Undertaking of the Telephone Company (Cont'd)

1.2 Limitations (Cont'd)

- (B) The regulations for the installation and restoration of Telecommunications Service Priority (TSP) System Services shall be subject to Part 64.401, Appendix A, of the Federal Communications Commission's Rules and Section 10 Pa. P.U.C. Tariff No. 302.
- (C) Subject to compliance with the rules mentioned in (B) preceding, where a shortage of facilities or equipment exists at any time, either for temporary or protracted periods, the services offered herein will be provided to customers on a first come, first served basis, except as provided in (D) following

1.3 Liability

- (A) The Telephone Company's liability, if any, for its willful misconduct is not limited by this Informational Guide. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of (B) through (I) following, the Telephone Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this Informational Guide as a Credit Allowance for a Service Interruption.
- (B) No carrier furnishing a portion of a service shall be liable for any act or omission of any other carrier furnishing a portion of that service.
- (C) The Telephone Company is not liable for damages associated with service or facilities which it does not furnish.
- (D) The Telephone Company is not liable for damages to the customer premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Telephone Company's negligence.
- (E) The Telephone Company shall be indemnified, defended and held harmless by the end user against any claim, loss or damage arising from the use of services offered under this Informational Guide involving:
 - (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications;
 - (2) Claims for patent infringement arising from the end user's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or IC or;
 - (3) All other claims arising out of any act or omission of the end user in the course of using services provided pursuant to this Informational Guide.

Verizon Pennsylvania Inc.

GENERAL PROVISIONS - ACCESS SERVICE

1. Undertaking of the Telephone Company (Cont'd)

1.3 Liability (Cont'd)

- (F) The Telephone Company shall be indemnified, defended and held harmless by the IC against any claim, loss or damage arising from the IC's use of services offered under this Informational Guide involving:
 - (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the IC's own communications;
 - (2) Claims for patent infringement arising from the IC's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or IC or;
 - (3) All other claims arising out of any act or omission of the IC in the course of using services provided pursuant to this Informational Guide.
- (G) The Telephone Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Telephone Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to the services so provided.
- (H) No license under patents (other than the limited license to use) is granted by the Telephone Company or shall be implied or arise by estoppel, with respect to any service offered under this Informational Guide. The Telephone Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this Informational Guide and will indemnify such customer for any damages awarded based solely on such claims.
- (I) The Telephone Company's failure to provide or maintain services under this Informational Guide shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in 4.4 following.

1.4 Provision of Services

The Telephone Company, to the extent that such services are or can be made available with reasonable effort, and after provision has been made for the Telephone Company's telephone exchange services, will provide to the customer upon reasonable notice services offered in other applicable Sections of this Informational Guide at rates and charges specified therein.

1.5 Installation and Termination of Services

The Rate Demarcation Point (RDP) for Interexchange Carrier's (IXC) access will be located at the IXC's Point of Presence (POP) not at the Minimum Point of Entry (MPOE), unless the POP is at the MPOE. The FCC's Part 68 Registration rules do not apply to these services; therefore, no network interface hardware is required.

Basic telephone service ordered by the IXC from Bell of Pennsylvania's local Guide for the IXC's own use will be delivered to the building or property RDP located at the MPOE.

Verizon Pennsylvania Inc.

GENERAL PROVISIONS - ACCESS SERVICE

1. Undertaking of the Telephone Company (Cont'd)

1.5 Installation and Termination of Services (Cont'd)

Access service ordered by the IXC on behalf of their customer, along with any local service, will both be delivered to that customer's RDP at the MPOE.

All service and/or material provided beyond the RDP are the sole responsibility of the customer. These services and/or materials may be provided by the customer, their agent or the Telephone Company as set forth in Pa. P.U.C. Tariff No. 302, Section 13.

1.6 Maintenance of Services

The services provided under this Guide shall be maintained by the Telephone Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Telephone Company except with the written consent of the Telephone Company.

1.7 Changes and Substitutions

The Telephone Company may, where such action is reasonably required in the operation of its business, (A) substitute, change or rearrange any facilities used in providing service under this Informational Guide, (B) change minimum protection criteria, (C) change operating or maintenance characteristics of facilities or (D) change operations or procedures of the Telephone Company. In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as set forth in Section 6 of this Informational Guide. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Telephone Company will provide reasonable notification to the customer. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics.

1.8 Refusal and Discontinuance of Services

- (A) Unless the provisions of 2.2 (B) following apply, if the customer fails to comply with the provisions of this Informational Guide including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on thirty (30) days' written notice of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service, at any time thereafter. If the Telephone Company does not refuse additional applications for service on the date specified in the thirty (30) days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service.
- (B) Unless the provisions of 2.2 (B) following apply, if the customer fails to comply with the provisions of this Informational Guide including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on thirty (30) days' written notice, discontinue the provision of the services involved at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Telephone Company does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to discontinue the provision of the services involved without further notice.

Verizon Pennsylvania Inc.

GENERAL PROVISIONS - ACCESS SERVICE

1. Undertaking of the Telephone Company (Cont'd)

1.9 Quotation Charges

As further defined in 6. following, there are two types of quotations available for services provided on an Individual Case Basis.

- (A) An Order of Magnitude Quotation (OMQ) is a statement of estimated charges provided at no charge to the customer. The Telephone Company agrees to charge an amount within the stated percent allowable price deviation stated in the OMQ. The percent allowable price deviation will be developed in relationship to the duration of the validity period established for the particular OMQ. The validity periods for OMQs will be 60, 90 or 120 days.
- (B) A Firm Order Quotation (FOQ) is a statement of firm charges provided to the customer as follows:
 - (1) Except as set forth in 10.7 following, a non-recurring charge (USOC QPA) applies for the preparation of a FOQ. The charge includes the costs associated with the development and preparation of the FOQ. If the service is ordered as quoted, the Quotation Charge will be credited to the nonrecurring charge for the ordered service.
 - (2) Except as specified in (3) following a FOQ remains valid for 90 days.
 - (3) When the customer and the Telephone Company agree to a FOQ with a validity period longer than 90 days, the additional validity period will be 30 days. This additional period will be expressed with a corresponding percent allowable price deviation.
 - (4) If the customer cancels the request for a FOQ prior to its completion, the customer will be billed for the costs incurred, for the quotation preparation, through the cancellation date.

1.10 Notification of Service-Affecting Activities

The Telephone Company intends to provide the customer timely notification of service-affecting activities.

1.11 Coordination with Respect to Network Contingencies

The Telephone 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 affect telecommunications services.

Verizon Pennsylvania Inc.

GENERAL PROVISIONS - ACCESS SERVICE

2. Use

2.1 Purpose

- (A) Services provided under this Informational Guide shall be used by the customer for its own use or in furnishing its authorized intrastate services to end users and for operational purposes directly related to the furnishing of the customer's authorized services. Operational purposes include testing and maintenance of circuits, demonstration and experimental services and spare services. Telephone Exchange Services required by the customer for its administrative use are furnished under other applicable Tariffs or Guides of the Telephone Company.
- (B) Where facility conditions permit, the customer may use the entire transmission capability of a service provided under this Informational Guide as a single channel or create additional communication channels within or below the voice frequency band, except that the customer may not create additional communication channels from video cable facilities or audio facilities other than diplexing associated audio signals on the video cable facility. The Telephone Company does not warrant that its facilities and services meet standards other than those set forth in this Informational Guide.

2.2 Interference or Impairment

- (A) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Telephone Company and associated with the facilities utilized to provide services under this Informational Guide shall not interfere with or impair service over any facilities of the Telephone Company, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.
- (B) If such characteristics or methods of operation are not in accordance with (A) preceding, the Telephone Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in 4.4 following is not applicable.

2.3 Unlawful Use

The service provided under this Informational Guide shall not be used for an unlawful purpose.

Verizon Pennsylvania Inc.

GENERAL PROVISIONS - ACCESS SERVICE

3. Obligations of the Customer

3.1 Damages

The customer shall reimburse the Telephone Company for damages to Telephone Company facilities utilized to provide services under this Informational Guide caused by the negligence or willful act of the customer or an end user while using the services of the customer, or resulting from improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. The Telephone 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 Telephone Company for the damages to the extent of such payment.

3.2 Ownership of Facilities and Theft

Facilities utilized by the Telephone Company to provide service under the provisions of this Informational Guide shall remain the property of the Telephone Company. Such facilities shall be returned to the Telephone Company by the customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

The customer shall reimburse the Telephone Company for any loss through theft of facilities utilized to provide services under this Informational Guide at the customer terminal terminal location or end user premises.

3.3 Equipment Space and Power

The customer shall furnish or arrange to have furnished to the Telephone Company, at no charge, equipment space and electrical power required by the Telephone Company to provide services under this Informational Guide at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the Telephone Company. The customer shall also make necessary arrangements in order that the Telephone Company will have access to such spaces at reasonable times for installing, testing, inspecting, repairing or removing Telephone Company services.

Equipment space and power furnished or arranged to be furnished by the customer shall not be used in the provision of service to any other customer.

Verizon Pennsylvania Inc.

GENERAL PROVISIONS - ACCESS SERVICE

3. Obligations of the Customer (Cont'd)

3.4 Additional Facilities and Protective Apparatus

The customer shall bear the cost, if any, of such additional facilities or protective apparatus which, according to accepted telecommunications industry standards, are required to be installed because of the particular use or hazardous location of the services provided under this Informational Guide. Rates and/or charges, if applicable, will be developed on an individual case basis.

3.5 Inspection of Facilities and Protective Apparatus

The customer shall allow the Telephone Company to inspect at reasonable times any facilities or equipment provided by other than the Telephone Company required in accordance with 3.4 preceding and 5. following which are associated with the services provided under this Informational Guide to determine if such installation complies with such Telephone Company requirements.

3.6 Availability for Testing

The services provided under this Informational Guide shall be available to the Telephone Company at times mutually agreed upon in order to permit the Telephone 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. No credit will be allowed for any interruptions involved during such tests and adjustments.

3.7 Balance

All signals for transmission over the services provided under this Informational Guide shall be delivered by the customer balanced to ground except for ground start, duplex (DX) and McCulloh-Loop (Alarm System) type signaling and dc telegraph transmission at speeds of 75 baud or less.

3.8 Design of Customer Services

Subject to the provisions of 1.7 preceding, the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Telephone Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

3.9 References to the Telephone Company

The customer may advise end users that certain services are provided by the Telephone Company in connection with the service the customer furnishes to end users; however, the customer shall not represent that the Telephone Company jointly participates in the customer's services.

Verizon Pennsylvania Inc.

GENERAL PROVISIONS - ACCESS SERVICE

3. Obligations of the Customer (Cont'd)

3.10 Contacts with the Customers' End Users

The customer shall be responsible for all contacts and arrangements with end users concerning the provision and maintenance of, and the billing and collecting of charges for the customer's services to end users.

3.11 Claims and Demands for Damages

- (A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this Informational Guide any circuit, apparatus, system or method provided by the customer.
- (B) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Telephone Company's services provided under this Informational Guide including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this Informational Guide provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.
- (C) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the customer or third persons arising out of the Telephone Company provision of Billing Analysis Service or any other service under this Informational Guide at the request of the customer, including, but not limited to claims for libel, slander, invasion of privacy, conversion and trespass.
- (D) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the customer or third parties arising out of any act or omission of the customer in the course of using service provided under this Informational Guide.

Verizon Pennsylvania Inc.

GENERAL PROVISIONS - ACCESS SERVICE

3. Obligations of the Customer (Cont'd)

3.12 Coordination with respect to Network Contingencies

The customer shall, in cooperation with the Telephone Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

3.13 Trouble Determination

- (A) The customer shall be responsible for receiving trouble reports from its end users and determining, by testing or other means, if the source of trouble is caused by the equipment or facilities provided by the customer, its end user, or by the Telephone Company.
- (B) When more than one Telephone Company service is used to provide service to a customer, the customer is responsible for determining which service provided by the Telephone Company is causing the reported trouble.
- (C) The customer shall be responsible for payment of Maintenance of Service Charges as set forth in Pa. P.U.C. Tariff No. 302, Section 13 when reporting trouble to the Telephone Company and the obligations in (A) and (B) preceding are not met.

4. Payment Arrangements and Credit Allowances

4.1 Payment of Rates, Charges and Deposits

- (A) The Telephone Company may, in order to safeguard its interests, require a customer which has a proven history of late payments to the Telephone Company or does not have established credit with the Telephone Company except for a customer which is a successor of a company which has established credit with the Telephone Company and has no history of late payments to the Telephone Company, to make a deposit prior to or at any time after the provision of a service to the customer to be held by the Telephone Company as a guarantee of the payment of rates and charges. Such deposit may not exceed the actual or estimated rates and charges for the service for a two month period plus the amount of any termination charges attributable to the service. At such time as the provision of the service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded. At the option of the Telephone Company, such a deposit may be refunded or credited to the customer's account when the customer has established credit or an acceptable record of payment at any time prior to the termination of the provision of the service to the customer. In case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive simple annual interest at the rate of 6%. Should a deposit be credited to the customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the customer's account.

GENERAL PROVISIONS - ACCESS SERVICE

4. Payment Arrangements and Credit Allowances (Cont'd)

4.1 Payment of Rates, Charges and Deposits (Cont'd)

- (B) The Telephone Company shall bill on a current basis all charges incurred by and credits due to the customer under this Informational Guide attributable to services established or discontinued during the preceding billing period. In addition, the Telephone 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 bill day (i.e., the billing date of a bill for a customer for Access Service under this Informational Guide), the period of service each bill covers and the payment date will be as follows:
- (1) The Telephone Company will establish a bill day each month for each customer account or advise the customer in writing of any alternate billing schedule. Alternate billing schedules shall not be established on less than 60 days' notice or initiated by The Telephone Company more than twice in any consecutive 12 month period. The bill will cover nonusage sensitive service charges for the ensuing billing period for which the bill is rendered and unbilled nonusage sensitive charges for prior periods. Payment for such bills is due as set forth in (3) following. If payment is not received by the payment date, as set forth in (3) following in immediately available funds, a late payment penalty will apply as set forth in (3) following.
- (2) (a) All bills dated as set forth in (1) preceding for service, provided to the customer by the Telephone Company, are due 31 days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date) whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, the second Tuesday in November and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed), payment for such bills will be due from the customer as follows:
- If such payment date falls on a Sunday or on a Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday. If such payment date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.

Verizon Pennsylvania Inc.

GENERAL PROVISIONS - ACCESS SERVICE

4. Payment Arrangements and Credit Allowances (Cont'd)

4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(2) (Cont'd)

(b) Further, if any portion of the payment is received by the Telephone Company after the payment date as set forth in (a) preceding, or if any portion of the payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, then a late payment penalty shall be due to the Telephone Company. The late payment penalty shall be the portion of the payment not received by the payment date times a late factor. The late factor shall be the lesser of:

- (I) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company, or
- (II) 0.00049315 per day, for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company.

(c) Billing Disputes

- (I) The date of the dispute shall be the date the Telephone Company receives sufficient documentation to investigate the dispute.
- (II) The date of resolution is the date the Telephone Company completes the investigation and credits the customer's account.
- (III) In the event that a billing dispute concerning any charges billed to the customer by the Telephone Company is resolved in favor of the Telephone Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in (b) preceding.
- (IV) If the customer pays the bill in full by the payment due date, and later initiates a billing dispute within ninety days of the payment due date, penalty interest may be applicable.

Verizon Pennsylvania Inc.

GENERAL PROVISIONS - ACCESS SERVICE

4. Payment Arrangements and Credit Allowances (Cont'd)

4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(2) (Cont'd)

(c) (Cont'd)

(IV) (Cont'd)

- a) If the billing dispute is resolved in favor of the customer, the customer shall receive a credit from the Telephone Company. This credit will be an amount equal to the disputed amount resolved in the customer's favor times a penalty factor. This amount will apply from the date of the customer's payment through the date on which the customer receives the disputed amount credit from the Telephone Company. The penalty factor shall be the lesser of:
 - I) The highest interest rate (in decimal value) which may be levied by law for commercial transactions, for the number of days from the first date to and including the last date of the period involved, or
 - II) 0.00049315 per day, for the number of days from the first date to and including the last date of the period involved.
 - b) If the dispute is resolved in favor of the Telephone Company, neither a late payment charge nor a penalty interest charge is applicable.
- (V) If the customer pays the bill in full by the payment due date, and later initiates a billing dispute after ninety days of the payment due date, penalty interest may be applicable.
- a) If the billing dispute is resolved in favor of the customer, the customer shall receive a credit from the Telephone Company. This credit will be an amount equal to the disputed amount times the penalty factor. This amount will apply from the date of the dispute through the date on which the customer receives the disputed amount credit from the Telephone Company. The penalty factor shall be the lesser of:
 - I) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, for the number of days from the first date to and including the last date of the period involved or
 - II) 0.00049315 per day, for the number of days from the first date to and including the last date of the period involved.

GENERAL PROVISIONS - ACCESS SERVICE

4. Payment Arrangements and Credit Allowances (Cont'd)

4.1 Payment of Rates, Charges and Deposits (Cont'd)

- (C) Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other Sections of this Informational Guide will be prorated to the number of days or major fraction of days based on a 30 day month. The Telephone Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill.
- (D) When a rate as set forth in this Informational Guide is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- (E) When more than one copy of a customer bill for services provided under the provisions of this Informational Guide is furnished to the customer, an additional charge applies for each additional copy of the bill as set forth in 13. following.

4.2 Minimum Periods

The minimum period for which service is provided, and for which rates and charges are applicable for a Special Service provided on an individual case basis is one month unless a different minimum period is established with the individual case.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable for the remaining portion of the minimum period, whether the service is used or not, and will be based on the rates in effect for the service at the time of discontinuance.

4.3 Cancellation of an Order for Service

Provisions for the cancellation of an order for service are set forth in Section 1, paragraph 27 of this Informational Guide

4.4 Credit Allowance for Service Interruptions

(A) General

A service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this Informational Guide result in the complete loss of service by the customer. An interruption period starts when an inoperative service is reported to the Telephone Company and ends when the service is operative.

Verizon Pennsylvania Inc.

GENERAL PROVISIONS - ACCESS SERVICE

4. Payment Arrangements and Credit Allowances (Cont'd)

4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the customer, shall be as follows:

- (1) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the monthly rate and minimum monthly usage charge for the service interrupted in any one monthly billing period.
- (2) For certain LATA Access services (High Capacity), any period during which the error performance is below that specified for the service will be considered as an interruption.
- (3) For High Capacity Service-1.544 Mbps (DS1) available in this Informational Guide, a Service Assurance Maintenance Guarantee (SAMG) credit allowance, equal to 50% of the Monthly Recurring Charge, applies in the event of a service interruption for four or more consecutive hours. The SAMG credit can only be applied once on a per-month, per-circuit basis. For multipoint circuits, the SAMG credit will apply to each leg of the circuit that experiences a service interruption. The SAMG credit is applied to the customer bill in addition to the existing monthly service rates, and in addition to any existing credit allowances for DS1 services as long as the combination of monthly credits does not exceed the monthly charge. The monthly charge will consist of all applicable rate elements charged to the circuit experiencing a service interruption.

(C) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- (1) Interruptions cause by the negligence of the customer.
- (2) Interruptions of a service due to the failure of equipment or systems provided by the customer or others.
- (3) Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated.
- (4) Interruptions of service when the customer has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the customer prior to the release of that service. Thereafter, a credit allowance as set forth in (B) preceding applies.
- (5) Interruptions of a service which continue because of the failure of the customer to authorize replacement of any element of special construction, as set forth in Verizon Pennsylvania's Tariff F.C.C. No. 42 for Special Construction. The period for which no credit allowance is made begins on the seventh day after the customer receives the Telephone Company's written notification of the need for such replacement and ends on the day after receipt by the Telephone Company of the customer's written authorization for such replacement.

Verizon Pennsylvania Inc.

GENERAL PROVISIONS - ACCESS SERVICE

4. Payment Arrangements and Credit Allowances (Cont'd)

4.4 Credit Allowance for Service Interruptions (Cont'd)

(C) When a Credit Allowance Does Not Apply (Cont'd)

No credit allowance will be made for: (Cont'd)

- (6) Periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- (7) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.
- (8) Periods of interruption as set forth in 1.3(l) preceding.

(D) Use of an Alternative Service Provided by the Telephone Company

Should the customer elect to use an alternative service provided by the Telephone Company during the period that a service is interrupted, the customer must pay the rates and charges for the alternative service used.

(E) Temporary Surrender of a Service

In certain instances, the customer may be requested by the Telephone Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of 30 minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

4.5 Re-establishment of Service Following Fire, Flood or Other Occurrence

(A) Nonrecurring Charges Do Not Apply

Charges do not apply for the re-establishment of service following a fire, flood or other occurrence attributed to an Act of God provided that:

- (1) The service is of the same type as was provided prior to the fire, flood or other occurrence.
- (2) The service is for the same customer.
- (3) The service is at the same location on the same premises.
- (4) The re-establishment of service begins within 60 days after Telephone Company service is available. (The 60 day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period).

GENERAL PROVISIONS - ACCESS SERVICE

4. Payment Arrangements and Credit Allowances (Cont'd)

4.5 Re-establishment of Service Following Fire, Flood or Other Occurrence (Cont'd)

(B) Nonrecurring Charges Apply

Nonrecurring Charges apply for establishing service at a different location on the same premises or at a different premises pending re-establishment of service at the original location.

4.6 Title or Ownership Rights

(A) The payment of rates and charges by customers for the services offered under the provisions of this Informational Guide does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Telephone Company in the provision of such services.

(B) Title or ownership rights to LATA Service designed by the Telephone Company to meet a customer's request remain with the Telephone Company except as specifically provided for by written agreement of all parties.

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

The Telephone Company will handle ordering, rating and billing of Access Services under this Informational Guide where more than one Exchange Telephone Company or Rate Schedule is involved in the provision of Access Service as set forth following. The Telephone Company will notify the customer which option will apply when the customer orders Access Service. The option will be based on the interconnection arrangements between the Exchange Telephone Companies involved and the services involved.

(A) Single Bill Arrangement for Service

(1) General - With the agreement of the Exchange Telephone Companies involved, a single bill will be rendered for service other than Lineside BSA and FGA.

(2) Ordering - The Company that accepts the order from the customer and renders the bill will be determined as follows:

(a) LATA Access Service with Hub - The Exchange Telephone Company where the Hub is located shall accept the order.

(b) LATA Access Service without Hub - either Exchange Telephone Company may accept the order.

For the Service ordered set forth in (a) and (b), preceding, the other Exchange Telephone Company(s) involved shall also receive a copy of the order from the customer.

Verizon Pennsylvania Inc.

GENERAL PROVISIONS - ACCESS SERVICE

4. Payment Arrangements and Credit Allowances (Cont'd)

4.7 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd)

(A) Single Bill Arrangement for Service other than Lineside BSA and FGA (Cont'd)

(3) Rating and Billing of Services - With the agreement of the Exchange Telephone Companies involved, one of the following rating and billing options will be utilized:

- (a) Single Bill Single Billing - The billing Company will bill and collect all appropriate charges from the customer in accordance with the regulations, rates and charges in its Access Service tariff or Informational Guide. The non-billing Company will bill and collect the appropriate portion of charges from the billing Company in accordance with the regulations, rates and charges in the non-billing Company's Access Service tariff or Informational Guide. The apportionment of charges shall be consistent with 4.7(C)(3) following.
- (b) Single Bill Multiple Billing - The billing Company will bill all appropriate charges to the customer in accordance with the regulations, rates and charges in the Access Service tariffs or Informational Guides of all involved Exchange Carriers. Based upon the agreements of the Exchange Telephone Companies involved, payment will either be remitted in full to the billing company or in appropriate portions directly to the Exchange Carriers involved. The apportionment of charges shall be consistent with 4.7(C)(3) following.
- (c) Single Bill Multiple Pass-Through Billing Same as (b) above.

(B) Multiple Bill Arrangement for service

- (1) General - Separate bills will be rendered by the Exchange Telephone Companies for Access Service if the administration of a single bill arrangement, as set forth in 4.7 (B), cannot be agreed upon by the companies involved.
- (2) Ordering - Each company will accept an order for service from the customer.

Verizon Pennsylvania Inc.

GENERAL PROVISIONS - ACCESS SERVICE

4. Payment Arrangements and Credit Allowances (Cont'd)

4.7 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd)

(B) Multiple Bill Arrangement for service (Cont'd)

- (3) Rating and Billing of Service - Each company will provide its portion of the Access Service based on the regulations, rates and charges contained in its Access Service tariff or Informational Guide, subject to the following rules, as appropriate:
 - (a) The charges billed by this company for mileage sensitive rate elements, e.g., Special Access Service Channel Mileage, are determined as follows:
 - (i) The total mileage for the service is computed using the V&H Coordinate Method set forth in National Exchange Carrier Association Tariff F.C.C. No. 4 (NECA No. 4).
 - (ii) A billing factor called the Billing Percentage (BP) is determined from NECA No. 4 directly.
 - (iii) This company's rates and charges are then multiplied by the appropriate quantity(ies) and the billing factor to obtain the charges for this company.
 - (b) The application of nondistance sensitive rate elements varies according to the rate structure and the location of the facilities involved:
 - (i) When rates and charges are listed on a per point of termination basis, this company's rates will be billed for the termination(s) within this company's operating territory.
 - (ii) When rates and charges are listed on a per unit basis, e.g., central office bridging or multiplexing, this company's rates and charges will apply for units located in this company's operating territory.
 - (iii) When rates and charges are developed on an individual case basis, such rates will be developed for the portion of the service provided by this company.
 - (iv) When rates and charges are listed on a per service basis, these rates and charges will be billed.
 - (v) When rates and charges are listed on a per line or trunk installed basis, this company's rates will be billed based on the number of lines or trunks specified by the customer on its order for access service placed with this company.

Verizon Pennsylvania Inc.

GENERAL PROVISIONS - ACCESS SERVICE

4. Payment Arrangements and Credit Allowances (Cont'd)

4.7 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd)

(B) Multiple Bill Arrangement for service (Cont'd)

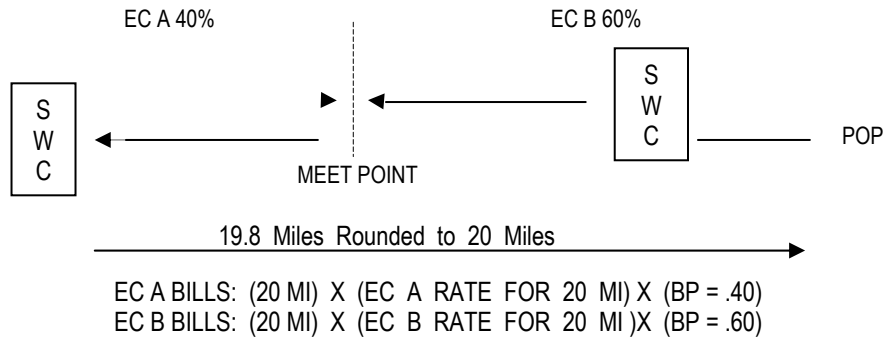
(3) Rating and Billing of Service (Cont'd)

(b) The application of nondistance sensitive rate elements varies according to the rate structure and the location of the facilities involved: (Cont'd)

(vi) When this company is an intermediate, non-terminating carrier in a given arrangement, channel mileage fixed charges will not apply.

(4) Examples

SPECIAL ACCESS



Verizon Pennsylvania Inc.

GENERAL PROVISIONS - ACCESS SERVICE

4. Payment Arrangements and Credit Allowances (Cont'd)

4.8 Missed Installation Due Dates

(A) General

Failure to meet a confirmed service date (due date) for installation of certain services will result in a credit of the applicable nonrecurring charges billed to the customer for that service when the responsibility for the failure is solely that of the Telephone Company. These credits of applicable nonrecurring charges for unmet installation dates are an exclusive remedy and are in lieu of any other claims as described in section 1.3 preceding.

(B) Service Subject To The Credit

Nonrecurring installation charges will be credited for a missed service date on the following Special Services as specified in this Informational Guide:

High Capacity Service - 1.544 Mbps

(C) When a Credit Allowance Does Not Apply

No nonrecurring charge credits for a missed confirmed service date on installation will be made when:

1. The customer requests expedited orders.
2. The customer's premises is inaccessible.
3. The customer changes interface requirements.
4. The customer is not ready to accept service.
5. Independent Telephone Companies are involved in the service installation.
6. Building facilities are not ready (includes space, cable support structures, building risers and entrance facilities to be provided by the builder or owner or owner's subcontracted vendors).
7. The customer orders termination beyond the Network Interface.
8. Services are provided under Special Assembly.
9. The delay is caused by work stoppages, civil disturbances, criminal actions; or by fire, flooding or other occurrence attributed to an Act of God.

5. Connections

5.1 General

Equipment and Systems (i.e., terminal equipment, multiline terminating systems and communications systems) may be connected with Switched and LATA Access Service furnished by the Telephone Company where such connection is made in accordance with the provisions specified in Technical Reference Publication AS No. 1.

Verizon Pennsylvania Inc.

GENERAL PROVISIONS - ACCESS SERVICE

6. Definitions

Certain terms used herein are defined as follows:

Acceptance (Cooperative) Tests

The term "Acceptance (Cooperative) Tests" denotes those nonchargeables tests which are performed by the Telephone Company in cooperation with the customer at the customer's request at the time service is installed.

Actual Cost

The term "Actual Cost" denotes all costs charged against a specific case of special construction, including any appropriate taxes.

ASCII

American Standards Codes for Information Exchange.

Asynchronous Protocol

A type of transmission where information is sent at any speed and at random with no routing information.

Attenuation Distortion

The term "Attenuation Distortion" denotes the difference in loss at specified frequencies relative to the loss at 1004 Hz, unless otherwise specified.

Average Business Day

The term "Average Business Day" denotes 8:00AM to 5:00PM, Monday through Friday, excluding national holidays.

Balance (100 Type) Test Line

The term "Balance (100 Type) Test Line" denotes an arrangement in an end office which provides for balance and noise testing.

Bit

The term "Bit" denotes the smallest unit of information in the binary system of notation.

Carrier or Common Carrier

The term "Carrier or Common Carrier" denotes any individual, partnership, associations, joint-stock company, trust or corporation engaged for hire in intrastate communication by wire or radio. (Also see Interexchange Carrier.)

Verizon Pennsylvania Inc.

GENERAL PROVISIONS - ACCESS SERVICE

6. Definitions (Cont'd)

Category I

The term "Category I" denotes the Special Access Services that are equivalent to the services that are defined in Part 68.2 (a) (2) of the F.C.C.'s Rules and Regulations.

Category II

The term "Category II" denotes Access Services not covered by Part 68 of the F.C.C.'s Rules and Regulations. These services include those access services where protection is incidentally supplied in the normal provision of the service.

Category III

The term "Category III" denotes the Special Access Services that are equivalent to the services that are defined in Part 68.2 (a) (3) of the F.C.C.'s Rules and Regulations.

CCITT

Consultative Committee for International Telephone and Telegraph.

Central Office Prefix

The term "Central Office Prefix" denotes the first three digits (NXX) of the seven digit telephone number assigned to an end user's Telephone Exchange Service when dialed on a local basis.

Centralized Automatic Reporting on Trunks Testing

The term "Centralized Automatic Reporting on Trunks Testing" denotes a type of testing which includes the capacity for measuring operational and transmission parameters.

Channel(s)

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

Verizon Pennsylvania Inc.

GENERAL PROVISIONS - ACCESS SERVICE

6. Definitions (Cont'd)

Channelize

The term "Channelize" denotes the process of multiplexing-demultiplexing wider bandwidth or higher speed channels into narrower bandwidth or lower speed channels.

Channel Service Unit - Functionality

Denotes equipment which performs the functions of proper termination of the service, amplification, signal shaping and remote loopback testing.

C-Message Noise

The term "C-Message Noise" denotes the frequency weighted average noise within an idle voice channel. The frequency weighting, called C-message, is used to simulate the frequency characteristic of the 500-type telephone set and the hearing of the average subscriber.

C-Notched Noise

The term "C-Notched Noise" denotes the C-message frequency weighted noise on a voice channel with a holding tone, which is removed at the measuring end through a notch (very narrow band) filter.

Communications System

The term "Communications System" denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Telephone Company.

Customer(s)

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this Guide, including both Interexchange Carriers (ICs) and end users.

Data Communications Equipment

(DCE) Telephone Company provided data network equipment.

Data Service Unit

Equipment which performs the processing functions such as coding and decoding of signals, timing recovery, synchronous sampling, formatting, and the generation and recognition of control signals.

Verizon Pennsylvania Inc.

GENERAL PROVISIONS - ACCESS SERVICE

6. Definitions (Cont'd)

Data Terminal Equipment

(DTE) Customer owned data equipment.

Data Transmission (107 Type) Test Line

The term "Data Transmission (107 Type) Test Line" denotes an arrangement which provides for a connection to a signal source which provides test signals for one-way testing of data and voice transmission parameters.

Decibel

The term "Decibel" denotes a unit used to express relative difference in power, usually between acoustic or electric signals, equal to ten (10) times the common logarithm of the ratio of two signal powers.

Decibel Reference Noise C-Message Weighting

The term "Decibel Reference Noise C-Message Weighting" denotes noise power measurements with C-Message Weighting in decibels relative to a reference 1000 Hz tone of 90 dB below 1 milliwatt.

Decibel Reference Noise C-Message Referenced to O

The term "Decibel Reference Noise C-Message Referenced to O" denotes noise power in "Decibel Reference Noise C-Message Weighting" referred to or measured at a zero transmission level point.

Detail Billing

The term "Detail Billing" denotes the listing of each message and/or rate element for which charges to a customer are due on a bill prepared by the Telephone Company.

Echo Control

The term "Echo Control" denotes the control of reflected signals in a telephone transmission path.

Echo Path Loss

The term "Echo Path Loss" denotes the measure of reflected signal at a 4-wire point of termination without regard to the send and receive Transmission Level Point.

Verizon Pennsylvania Inc.

GENERAL PROVISIONS - ACCESS SERVICE

6. Definitions (Cont'd)

Echo Return Loss

The term "Echo Return Loss" denotes a frequency weighted measure of return loss over the middle of the voiceband (approximately 500 to 2500 Hz), where talker echo is most annoying.

Effective 2-Wire

The term "Effective 2-Wire" denotes a condition which permits the simultaneous transmission in both directions over a channel, but it is not possible to insure independent information transmission in both directions. Effective 2-wire channels may be terminated with 2-wire or 4-wire interfaces.

Effective 4-Wire

The term "Effective 4-Wire" denotes a condition which permits the simultaneous independent transmission of information in both directions over a channel. The method of implementing effective 4-wire transmission is at the discretion of the Telephone Company (physical, time domain, frequency-domain separation or echo cancellation techniques). Effective 4-wire channels may be terminated with a 2-wire interface at the customer's premises. However, when terminated 2-wire, simultaneous independent transmission cannot be supported because the 2-wire interface combines the transmission paths into a single path.

EIA - Electronic Industries Association

The association which formulates technical standards, disseminates marketing data, and represents the industry in governmental concerns.

End User

The term "End User" denotes a carrier's subscriber to interLATA telecommunications services.

Envelope Delay Distortion

The term "Envelope Delay Distortion" denotes a measure of the linearity of the phase versus frequency of a channel.

Equal Level Echo Path Loss

The term "Equal Level Echo Path Loss" (ELEPL) denotes the measure of Echo Path Loss (EPL) at a 4-wire interface which is corrected by the difference between the send and receive Transmission Level Point (TLP).

®ELEPL = EPL - TLP (send) + TLP (receive)™.

Verizon Pennsylvania Inc.

GENERAL PROVISIONS - ACCESS SERVICE

6. Definitions (Cont'd)

Estimated Cost

The term "Estimated Cost" denotes all estimated costs that will be incurred in providing a specific case of special construction, including any appropriate taxes.

Exchange

The term "Exchange" denotes a unit established by the Telephone Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area.

Expected Measured Loss

The term "Expected Measured Loss" denotes a calculated loss which specifies the end-to-end 1004-Hz loss on a terminated test connection between two readily accessible manual or remote test points. It is the sum of the inserted connection loss and test access loss including any test pads.

Facilities

The term "Facilities" denotes any cable, fiber optics, poles, conduit, microwave or carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide intrastate services.

Field Identifier

The term "Field Identifier" denotes two to four characters that are used on service orders to convey specific instructions. Field Identifiers may or may not have associated data. Selected Field Identifiers are used in Telephone Company billing systems to generate nonrecurring charges.

Firm Order Quotation

In response to a customer request for firm pricing of ICB services, the Telephone Company commits to a firm rate which it guarantees for a period of 90 days. Upon mutual agreement a firm order quotation may be calculated to have a validity period of 120 days.

Frequency Shift

The term "Frequency Shift" denotes the change in the frequency of a tone as it is transmitted over a channel.

Verizon Pennsylvania Inc.

GENERAL PROVISIONS - ACCESS SERVICE

6. Definitions (Cont'd)

Grandfathered

The term "Grandfathered" denotes Terminal Equipment, Multiline Terminating Systems and Protective Circuitry directly connected to the facilities utilized to provide services under the provisions of this Guide, and which are considered grandfathered under Part 68 of the F.C.C.'s Rules and Regulations.

Host Office

The term "Host Office" denotes an electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

Impedance Balance

The term "Impedance Balance" denotes the method of expressing Echo Return Loss and Singing Return Loss at a 4-wire interface whereby the gains and/or loss of the 4-wire portion of the transmission path, including the hybrid, are not included in the specification.

Impulse Noise

The term "Impulse Noise" denotes any momentary occurrence of the noise on a channel over a specified level threshold. It is evaluated by counting the number of occurrences which exceed the threshold.

Individual Case Basis

The term "Individual Case Basis" (ICB) denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this Guide are developed based on the circumstances in each case.

Initial Liability Period

The term "Initial Liability Period" denotes the initial planning period during which the customer expects to place specially constructed facilities in service.

Inserted Connection Loss

The term "Inserted Connection Loss" denotes the 1004 Hz power difference (in dB) between the maximum power available at the originating end and the actual power reaching the terminating end through the inserted connection.

Installed Cost

The term "Installed Cost" denotes the total investment (estimated or actual) required by the Telephone Company to provide specially constructed facilities.

Verizon Pennsylvania Inc.

GENERAL PROVISIONS - ACCESS SERVICE

6. Definitions (Cont'd)

Interexchange Carrier (IC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denote any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interLATA communication by wire or radio, between two or more exchanges.

Intermodulation Distortion

The term "Intermodulation Distortion" denotes a measure of the non-linearity of a channel. It is measured using four tones, and evaluating the ratios (in dB) of the transmitted composite four-tone signal power to the second-order products of the tones (R2), and the third-order products of the tones (R3).

Interstate Communications

The term "Interstate Communications" denotes any communications subject to F.C.C. oversight as provided under the Communications Act of 1934, as amended, and the F.C.C.'s Rules and Regulations.

Intrastate Communications

The term "Intrastate Communications" denotes any communications within the state subject to oversight by the Pennsylvania Public Utility Commission as provided by the laws of the state.

Jointly Used Subscriber Plant

The term "Jointly Used Subscriber Plant" denotes the local non-traffic sensitive Telephone Exchange Service facilities furnished in connection with Switched Exchange Access provided to a customer to complete an intrastate call via a customer's intercity network to or from Telephone Exchange Service locations.

Local Access and Transport Area

The term "Local Access and Transport Area" denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

GENERAL PROVISIONS - ACCESS SERVICE

6. Definitions (Cont'd)

Logical Channel

A communications channel through or link in the network that allows simultaneous transmission of sequenced data packets through the network. No circuit capacity is preassigned to a logical channel. Capacity is made available as data is transmitted.

Loop Around Test Line

The term "Loop Around Test Line" denotes an arrangement in an end office which provides a means for making two-way transmission tests on a manual basis. This arrangement has two terminations, each reached by means of a separate seven-digit number.

Loss Deviation

The term "Loss Deviation" denotes the variation of the actual loss from the designed value.

Manhole

The term "Manhole" denotes an underground enclosure which provides access to Collocated Interconnection Cable Support Structure.

Maximum Termination Liability

The term "Maximum Termination Liability" denotes the maximum amount which may be billed if all services using specially constructed facilities are terminated prior to the expiration of the Maximum Termination Liability Period.

Maximum Termination Liability Period

The term "Maximum Termination Liability Period" denotes the length of time for which a termination charge may apply if all services using specially constructed facilities are terminated.

Milliwatt (102) Type Test Line

The term "Milliwatt (102 Type) Test Line" denotes an arrangement in an end office which provides a 1004 Hz tone at 0 dBm0 for one-way transmission measurements towards the customer's premises from the Telephone Company end office.

Modem

Contraction of modular-demodulator. A device which modulates and demodulates signals transmitted over communication facilities.

Verizon Pennsylvania Inc.

GENERAL PROVISIONS - ACCESS SERVICE

6. Definitions (Cont'd)

Net Salvage

The term "Net Salvage" denotes the estimated scrap, sale, or trade-in value, less the estimated cost of removal. Cost of removal includes the costs of demolishing, tearing down, or otherwise disposing of the material and any other applicable costs. Since the cost of removal may exceed salvage value, net salvage may be negative.

Network Address

Numeric character string used to specify the location of the called customer.

Network Control Signaling

The term "Network Control Signaling" denotes the transmission of signals used in the telecommunications system which perform functions such as supervision (control, status and charge signals), address signaling (e.g., dialing), calling and called number identifications, rate of flow, service selection error control and audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of the telecommunications system.

Network Interface

The term "Network Interface" denotes the point of demarcation on the customer's premises at which the Telephone Company's responsibility for the provision of Access Services ends. The network interface may also be defined as the Point of Termination or the Point of Interface.

Nonrecoverable Cost

The term "Nonrecoverable Cost" denotes the cost of specially constructed facilities for which the Telephone Company has no foreseeable use should the service be terminated.

Normal Construction

The term "Normal Construction" denotes all facilities the Telephone Company would normally use to provide service in the absence of a requirement for special construction.

Normal Cost

The term "Normal Cost" denotes the estimated cost to provide services using normal construction.

Verizon Pennsylvania Inc.

GENERAL PROVISIONS - ACCESS SERVICE

6. Definitions (Cont'd)

Open Circuit Test Line

The term "Open Circuit Test Line" denotes an arrangement in an end office which provides an ac open circuit termination of a trunk or line by means of an inductor of several Henries.

Order of Magnitude Quotation

The term "Order of Magnitude Quotation" denotes a response to a customer request for estimated pricing of ICB services, the Telephone Company provides an estimate at no charge which remains valid for 60, 90 or 120 days.

Permanent Facilities

The term "Permanent Facilities" denotes facilities providing service for one month or more.

Phase Jitter

The term "Phase Jitter" denotes the unwanted phase variations of a signal.

Point of Interface

The term "Point of Interface" denotes a point of demarcation, at the customer's premises, between Telephone Company-provided and customer-provided services.

Point of Termination

The term "Point of Termination" denotes the point of demarcation, within a customer-designated premises at which the Telephone Company's responsibility for the provision of Access Service ends.

Premises

The term "Premises" denotes a building or buildings on the same continuous property (except Railroad Rights-of-Way, etc.), not separated by a public thoroughfare. "Premises" does not include Collocated Interconnection Space.

Protocol

Set of rules conducting interactions between two or more parties. These rules consist of syntax (header structure), semantics (actions and reactions that are supposed to occur) and timing (relative ordering and direction of states and events).

Verizon Pennsylvania Inc.

GENERAL PROVISIONS - ACCESS SERVICE

6. Definitions (Cont'd)

Recoverable Cost

The term "Recoverable Cost" denotes the cost of the specially constructed facilities for which the Telephone Company has a foreseeable reuse, either in place or elsewhere, should the service be terminated.

Return Loss

The term "Return Loss" denotes a measure of the similarity between the two impedances at the junction of two transmission paths. The higher the return loss, the higher the similarity.

Registered Equipment

The term "Registered Equipment" denotes the customer's premises equipment which complies with and has been approved within the Registration Provisions of Part 68 of the F.C.C.'s Rules and Regulations.

RS-232-C

An industry standard recommendation for the physical interface wiring between data terminal equipment (DTE) and data communications equipment (DCE) employing serial binary data exchange. This recommendation was established by the Electronics Industry Association (EIA) in August, 1969.

Service Terminating Arrangement

The term "Service Terminating Arrangement" denotes equipment furnished by the Telephone Company which is utilized for the termination of Telephone Company provided Access Service. Such "Service Terminating Arrangement" provides a clearly delineated interface which facilitates the design, isolation, and testing of the Access Service where the service is connected with customer's communications systems.

Seven Digit Manual Test Line

The term "Seven Digit Manual Test Line" denotes an arrangement which allows the customer to select balance, milliwatt and synchronous test lines by manually dialing a seven digit number over the associated access connection.

Shortage of Facilities or Equipment

The term "Shortage of Facilities or Equipment" denotes a condition which occurs when the Telephone Company does not have appropriate cable, switching capacity, bridging or multiplexing equipment, etc., necessary to provide the Access Service requested by the customer.

Verizon Pennsylvania Inc.

GENERAL PROVISIONS - ACCESS SERVICE

6. Definitions (Cont'd)

Short Circuit Test Line

The term "Short Circuit Test Line" denotes an arrangement in an end office which provides for an ac short circuit termination of a trunk or line by means of a capacitor of at least four microfarads.

Signal-to-C-Notched Noise Ratio

The term "Signal-to-C-Notched Noise Ratio" denotes the ratio in dB of a test signal to the corresponding C-Notched Noise.

Signaling Point of Interface

The term "Signaling Point of Interface" denotes the customer designated location, in the same LATA as the Telephone Company STP, where SS7 signaling information is exchanged between the Telephone Company and the customer.

Singing Return Loss

The term "Singing Return Loss" denotes the frequency weighted measure of return loss at the edges of the voiceband (200 to 500 Hz and 2500 to 3200 Hz), where singing (instability) problems are most likely to occur.

Special Order

The term "Special Order" denotes an order for a Billing and Collection Service, Provision of Access Service Billing Information, or an order for a Directory Assistance Service.

Synchronous Test Line

The term "Synchronous Test Line" denotes an arrangement in an end office which performs marginal operational tests of supervisory and ring-tripping functions.

Terminal Location

The term "Terminal Location" denotes the point at which Access Service connects to a carrier's Intrastate telecommunications service.

Verizon Pennsylvania Inc.

GENERAL PROVISIONS - ACCESS SERVICE

6. Definitions (Cont'd)

Termination Charge

The term "Termination Charge" denotes the portion of the Maximum Termination Liability that is applied as a nonrecurring charge when all services are discontinued prior to the expiration of the specified liability period.

Transmission Measuring (105 Type) Test Line/Responder

The term "Transmission Measuring (105 Type) Test Line/Responder" denotes an arrangement in an end office which provides far-end access to a responder and permits two-way loss and noise measurements to be made on trunks from a near end office.

Transmission Path

The term "Transmission Path" denotes an electrical path capable of transmitting signals within the range of the service offering, e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant typically used in the telecommunications industry.

Transmission Performance

The term "Transmission Performance" denotes the immediate action limits beyond which the Telephone Company will accept a customer's trouble report and take corrective action.

Uniform Service Order Code (USOC)

The term "Uniform Service Order Code" denotes a three or five character alphabetic, numeric, or an alphanumeric code that identifies a specific item of service or equipment. Uniform Service Order Codes are used in the Telephone Company billing system to generate recurring rates and nonrecurring charges.

V and H Coordinates Method

The term "V and H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.