

NETWORK INTERCONNECTION SERVICES

2. General Regulations2.1 Undertaking of the Telephone Company2.1.1 Scope

- (A) The Telephone Company shall, where facilities permit, provide Collocation as described in Section 5, which provides for access to central office cross connect points that may serve as a point of interconnection for the exchange of traffic with the Telephone Company.

2.1.2 Reserved for future use2.1.3 Liability

- (A) No liability shall attach to the Telephone Company for damages arising from errors, mistakes, omissions, interruptions, or delays of the Telephone Company, its agents, servants or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the subscribers or users of the service or facilities) in the absence of gross negligence or willful misconduct.
- (B) The Telephone Company shall not be liable for any act or omission of any other party furnishing a portion of service used in connection with the services herein.
- (C) The Telephone Company is not liable for damages to the CLEC premises resulting from the furnishing of service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Telephone Company's gross negligence or willful misconduct.
- (D) The Telephone Company shall be indemnified, defended and held harmless by the CLEC and/or its end user against any claim, loss or damage arising from the use of services offered under this tariff, involving:
- (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the material transmitted over the Telephone Company's facilities;
 - (2) Claims for patent infringement arising from the CLEC's or its 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 the CLEC;
 - (3) All other claims arising out of any act or omission of the end user and/or CLEC in the course of using services provided pursuant to this tariff; or
 - (4) All claims, including but not limited to injuries to persons or property from voltages or currents, arising out of any act or omission of the CLEC or its end user in connection with facilities provided by the Telephone Company, the CLEC, or the end user.
 - (5) Claims arising out of any act or omission in connection with the provision of Optional Services offered under this tariff.

NETWORK INTERCONNECTION SERVICES

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.3 Liability (Cont'd)

(D) (Cont'd)

- (6) The Telephone Company shall not be liable to the CLEC or its customers in connection with the provision or use of the services provided under this tariff for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits, regardless of the form of action, whether in contract, indemnity, warranty, strict liability, or tort, including (without limitation) negligence of any kind.
- (E) 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 CLEC from any and all claims by any person relating to such CLEC's use of services so provided.
- (F) 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 tariff.
- (G) The Telephone Company's failure to provide or maintain services under this tariff 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.
- (H) The Telephone Company shall not be liable for any act or omission of any other entity furnishing to the CLEC facilities, equipment, or services used in conjunction with the services provided under this tariff. Nor shall the Telephone Company be liable for any damages or losses due to unauthorized use of the services or the failure or negligence of the CLEC or CLEC end user, or due to the failure of equipment, facilities, or services provided by the CLEC or its end user.

2.1.4 Provision of Services

The Telephone Company's obligation to provide service under this tariff is limited by the availability of facilities, equipment and switch capacity.

2.1.5 Reserved for future use2.1.6 Reserved for future use

NETWORK INTERCONNECTION SERVICES

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.7 Refusal and Discontinuance of Service

- (A) If a CLEC fails to comply with the rules and regulations of this tariff, 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 by Overnight Delivery or Certified U.S. Mail to the CLEC, with a copy to the DPUC, refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying CLEC at any time thereafter. If the Telephone Company does not refuse additional applications or pending orders for service on the date specified in the thirty (30) days notice, and the CLEC's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service to the non-complying CLEC without further notice.
- (B) If a CLEC fails to comply with the rules and regulations of this tariff, 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 by Overnight Delivery or Certified U.S. Mail, with a copy to the DPUC, discontinue the provision of existing services to the non-complying CLEC 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 CLEC's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to discontinue the provision of the services to the non-complying CLEC without further notice.
- (C) The Telephone Company reserves the right to refuse an application for service made by a present or former CLEC, its majority or minority owners or affiliates, who is indebted to the Telephone Company for service previously furnished, until the indebtedness is satisfied. In the event that service is connected for a CLEC who is indebted to the Telephone Company for service previously furnished to such CLEC, the service may be terminated by the Telephone Company unless the CLEC satisfies the indebtedness within thirty (30) days after written notification, with a copy to the DPUC.

(D) Discontinuance of Service for Cause

The Telephone Company may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- (1) Upon non-payment of any sum owing to the Telephone Company for more than thirty (30) days beyond the date of rendition of the bill service or upon violation of any terms or conditions governing the furnishing of service under this tariff, the Telephone Company may, on thirty (30) days advance notice in writing to the CLEC, without incurring any liability, discontinue the furnishing of new or existing service under this tariff.

NETWORK INTERCONNECTION SERVICES

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.7 Refusal and Discontinuance of Service (Cont'd)(D) Discontinuance of Service for Cause (Cont'd)

- (2) Without notice, in the event of a violation of any regulation governing the service under this tariff;
 - (3) Without notice, in the event of a violation of any law, rule or regulation of any government authority having jurisdiction over the service; or
 - (4) The Telephone Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
 - (5) In the event of fraudulent use of the Telephone Company's network, including but not limited to fraudulent end user orders for transfer of service, and fraudulent transmission and misrepresentation of interLATA traffic on CLEC or POTS trunks, the Telephone Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- (E) In an action in a court to collect or attempt to collect any charges or other amounts due to the Telephone Company under this tariff, if the Telephone Company asks the Court to award attorneys' fees, the Court may award the party who substantially prevails in the action (Telephone Company or Customer) any attorneys' fees and expenses reasonably incurred in that action, provided, however, that attorneys' fees and expenses may not be awarded against a party under this provision if the court finds that the position taken by that party had an objectively reasonable, good faith basis and was not inconsistent with established principles of law.

2.1.8 Limitation of Use of Metallic Facilities

Signals applied to a metallic facility shall conform to the limitations set forth in Technical Reference Publication AS No. 1.

Material formerly on this page now appears on Page 4.1.

NETWORK INTERCONNECTION SERVICES

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.9 Coordination with Respect to Network Contingencies and Network Management]

The Telephone Company intends to work cooperatively with the CLEC Industry to develop network contingency plans in order to be prepared to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

The Telephone Company will administer its network to insure the provision of acceptable service levels to all telecommunications users of the Telephone Company's network services. Generally, service levels are considered acceptable only when both the CLEC and the Telephone Company are able to establish connections with little or no delay encountered within their respective networks. The Telephone Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of traffic, over any traffic carried over its network. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Telephone Company or CLEC facilities, natural disasters, mass calling or national security demands. (M)

2.1.10 Reserved for future use]

(M) Material on this page formerly appeared on Page 4.

(N)

Effective: December 15, 2010

By Keefe B. Clemons, General Counsel
140 West Street, New York, N.Y. 10007

NETWORK INTERCONNECTION SERVICES

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.11 Qualification of Customer to Purchase Under this Tariff

Only a person authorized by law and the Department of Public Utility to be a Telecommunications Carrier may purchase services under this tariff. This section is not intended to enlarge, restrict, or otherwise affect any provision of law relating to such authority. As a condition of purchasing services offered in this tariff, the customer authorizes the Telephone Company to disclose the customer's identity and the fact that the customer is making such purchases to the Director of Communications of the Department of Public Utility.

2.2 Use2.2.1 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 tariff shall not interfere with or impair service over any facilities of the Telephone Company, cause damage to their plant, impair the privacy of any communications carried over their facilities, create hazards to the employees of any of them or the public, or tend to injuriously affect the efficiency of the Telephone Company's personnel, plant, property or service. The characteristics and methods of operation shall comply with accepted and normal industry standards.
- (B) The Telephone Company will, where practicable, notify the CLEC 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 CLEC will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.

2.2.2 Unlawful Use

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

2.3 Obligations of the CLEC2.3.1 Treatment of the Telephone Company Property and Damages

Any facility, equipment, or labor provided or used by the CLEC or its vendor which utilizes the property of the Telephone Company or terminates on the Telephone Company property, must comply with NYNEX vendor approval and certification standards.

NETWORK INTERCONNECTION SERVICES

2. General Regulations (Cont'd)

2.3 Obligations of the CLEC (Cont'd)

2.3.1 Treatment of the Company Property and Damages (Cont'd)

The CLEC is required to reimburse the Company for any loss of, or damage to, Company facilities or equipment on the CLECs premises or caused by the CLEC, including loss or damage caused by owners, agents, employees or independent contractors of the CLEC, if the loss or damage is caused by any gross negligence or willful misconduct on the part of the CLEC. (T)

The CLEC will be liable for damages to the facilities of the Company caused by gross negligence or willful acts of its officers, employees, agents or contractors of the CLEC. (T)

2.3.2 Ownership of Facilities and Theft

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

2.3.3 Availability for Testing

The services provided 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 if the Company deems such testing to be necessary. 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. (T)

2.3.4 Balance

All signals for transmission over the services provided under this tariff shall be delivered by the CLEC balanced to ground except for ground start* and duplex (DX). (C)

2.3.5 Design of CLEC Services

The CLEC 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 Company, minimum protection criteria or operating or maintenance characteristics of the facilities. (T)

2.3.6 References to the Company

The CLEC may advise its end users that certain services are provided by the Company in connection with the service the CLEC furnishes to end users; however, the CLEC shall not represent that the Company jointly participates in the CLEC's services or otherwise use the name of the Company, its parent corporation, subsidiaries or affiliates in any advertising or other marketing efforts, without express written consent of the Company. (T)

* Ground start may not be provided over fiber facilities and is only available where suitable facilities exist. (N)

NETWORK INTERCONNECTION SERVICES

2. General Regulations (Cont'd)2.3 Obligations of the CLEC (Cont'd)2.3.7 Claims and Demands for Damages

- (A) With respect to claims of patent infringement made by third persons, the CLEC 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 tariff, any circuit, apparatus, system or method provided by the CLEC.
- (B) The CLEC 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 CLEC's circuits, facilities, or equipment connected to the Telephone Company's services provided under this tariff, 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 CLEC's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the CLEC to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; 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 CLEC, its officers, agents or employees.
- (C) The CLEC 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 CLEC or third parties in arising out of any act or omission of the CLEC in the course of using services provided under this tariff.

2.3.8 Coordination with Respect to Network Contingencies

The CLEC 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.

NETWORK INTERCONNECTION SERVICES

2. General Regulations (Cont'd)2.3 Obligations of the CLEC (Cont'd)2.3.8 Coordination with Respect to Network Contingencies (Cont'd)

The CLEC has an obligation to administer its network to insure the provision of acceptable service levels to all telecommunications users of its network services. Generally, service levels are considered acceptable only when both the CLEC and the Telephone Company are able to establish connections with little or no delay encountered within their respective network. The Telephone Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of traffic, over any traffic carried over its network, including that associated with all CLEC Services. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Telephone Company or CLEC facilities, natural disasters, mass calling or national security demands.

2.3.9 Reserved for future use2.3.10 Reserved for future use2.3.11 Reserved for future use2.3.12 Reserved for future use2.3.13 Reserved for future use2.3.14 Reserved for future use2.3.15 Reserved for future use2.3.16 Other Carriers

The CLEC must establish and maintain its own business relationships with interexchange carriers, cellular carriers, other independent and local exchange carriers for purposes of provisioning, billing and the conduct of general business.

NETWORK INTERCONNECTION SERVICES

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances2.4.1 Payment of Rates, Charges and Deposits

- (A) The Telephone Company may require any CLEC, which has a proven history of late payments or whose parent company or holding company has a proven history of late payments to the Telephone Company, or which does not have established credit, to make a deposit prior to or at any time after the provision of a service under this tariff. Any such deposit will be held by the Telephone Company as a guarantee of the payment of rates and charges. A deposit required under this section may not exceed the actual or estimated rates and charges for the service for a two month period. Payment of a deposit does not relieve the CLEC from its obligations to comply with the Telephone Company's regulations regarding the prompt payment of bills. At such time as the provision of the service to the CLEC is terminated, the amount of the deposit will be credited to the CLEC account and any credit balance which may remain will be refunded. Such a deposit will be refunded or credited to the account when the CLEC has established credit or, in any event, after the CLEC has established a one-year prompt payment record at any time prior to the termination of the service to the CLEC. In case of a cash deposit, for the period the deposit is held by the Telephone Company, the CLEC will receive interest at the same percentage rate as that set forth in (B)(2)(b)(i) or in (B)(2)(b)(ii) following, whichever is lower. The interest rate will be applied for the number of days from the date the CLEC deposit is received by the Telephone Company to and including the date such deposit is credited to the CLEC's account or the date the deposit is refunded by the Telephone Company. Should a deposit be credited to the CLEC's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the CLEC's account.
- (B) The Telephone Company shall bill on a current basis all charges incurred by and credits due to the CLEC under this tariff attributable to services established, discontinued or performed during the preceding billing period. In addition, the Telephone Company may bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage which will be billed in arrears.

The bill day (i.e., the billing date of a bill for a CLEC for service under this tariff), the period of service each bill covers, and the payment date will be as follows:

NETWORK INTERCONNECTION SERVICES

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(1) The Telephone Company will establish a bill day each month for each CLEC account. The bill will cover non-usage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges for the period beginning with the last bill day and extending up to, but not including, the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due as set forth in (2) following. If payment is not received by the payment date, as set forth in (2) following, in immediately available funds, a late payment penalty will apply as set forth in (2) following.

(2)

(a) All bills dated as set forth in (1) preceding for service provided to the CLEC 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 Legal Holiday, payment for such bills will be due from the CLEC as follows:

- If such payment date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Legal Holiday.
- If such payment date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Legal Holiday

NETWORK INTERCONNECTION SERVICES

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 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 CLEC actually makes the payment to the Telephone Company, or
 - (ii) 0.0005 per day, simple interest, for the number of days from the payment date to and including the date that the CLEC actually makes the payment to the Telephone Company.
- (c) In the event that a billing dispute occurs concerning any charges billed to the CLEC by the Telephone Company the following regulations will apply.
- The first day of the dispute shall be the date on which the CLEC furnishes the Telephone Company the account number under which the bill has been rendered, the date of the bill and the specific items on the bill being disputed.
 - The date of resolution shall be the date on which the Telephone Company completes its investigation of the dispute, notifies the CLEC of the disposition and, if the billing dispute is resolved in favor of the CLEC, applies the credit for the amount of the dispute resolved in the CLEC's favor to the CLEC's bill, including the disputed amount penalty credit and/or late payment penalty credit, as appropriate.
 - If a billing dispute is resolved in favor of the Telephone Company, any payments withheld pending resolution of the dispute shall be subject to the late payment penalty as set forth in (b) preceding. Further, the CLEC will not receive a disputed amount penalty credit and/or a late payment penalty credit.
 - If a CLEC disputes a bill within three months of the payment date and pays the total billed amount on or before the payment date, and the billing dispute is resolved in favor of the CLEC, the CLEC will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of payment and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth following.

NETWORK INTERCONNECTION SERVICES

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(2) (Cont'd)

(c) (Cont'd)

- If a CLEC disputes a bill within three months of the payment date and pays the total billed amount after the payment date and the billing dispute is resolved in favor of the CLEC, the CLEC will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of payment and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth following. In addition, the late payment penalty applied to the disputed amount resolved in the CLEC's favor as set forth in (b) preceding be will credited.
- If a CLEC disputes a bill within three months of the payment date and does not pay the disputed amount or does not pay the billed amount (i.e., the nondisputed and disputed amount), and the billing dispute is resolved in favor of the CLEC, the CLEC will not receive a credit for a disputed amount penalty from the Telephone Company. The late payment penalty applied to the disputed amount resolved in the CLEC's favor as set forth in (b) preceding will be credited.
- If a CLEC disputes a bill after three months from the payment date and pays the total billed amount on or before the dispute date or after the dispute date but prior to the date of resolution, and the billing dispute is resolved in favor of the CLEC, the CLEC will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of dispute (if the payment was received before or on the dispute date) or the date of payment (if the payment was received after the dispute date) and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth following. The CLEC will not receive a credit for the late payment penalty applied to the disputed amount resolved in the CLEC's favor if the payment was received on or before the dispute date. If the payment was received after the dispute date but prior to the date of resolution, the CLEC will receive a credit for a late payment penalty applied to the disputed amount resolved in the CLEC's favor times a late payment penalty factor for the period starting with the date of dispute and ending on the date of payment. The penalty factor shall be as set forth in (b) preceding.

NETWORK INTERCONNECTION SERVICES

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(2) (Cont'd)

(c) (Cont'd)

- If a CLEC disputes a bill after three months from the payment date and does not pay the disputed amount or does not pay the billed amount (i.e., the nondisputed amount and disputed amount) and the billing dispute is resolved in favor of the CLEC, the CLEC will not receive a credit for a disputed amount penalty from the Telephone Company. The CLEC will receive a credit for the late payment penalty applied to the disputed amount resolved in the CLEC's favor times a late payment penalty factor for the period starting with the date of dispute and ending on the date of resolution. The penalty factor shall be as set forth in (b) preceding.

The disputed amount penalty shall be the disputed amount resolved in the CLEC's favor times a penalty factor. The penalty factor shall be the lesser of:

- 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
- 0.0005 per day for the number of days from the first date to and including the last date of the period involved.

(C) Adjustments for the quantities of services established or discontinued in any billing period 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 tariff 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).

2.4.2 Credit Allowance for Service Interruptions(A) General

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

NETWORK INTERCONNECTION SERVICES

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.2 Credit Allowance for Service Interruptions (Cont'd)(B) When a Credit Allowance Applies

In case of a service interruption, allowance for the period of interruption, if not due to the negligence or fault of the CLEC shall be as follows:

- (1) No credit shall be allowed for an interruption of less than 24 hours. The CLEC shall be credited for an interruption of 24 hours or more at the rate of 1/30 of the flat rated charges for each period of 24 hours or major fraction thereof that the interruption continues due to Telephone Company fault. No credit will be provided for any part of the interruption that is due to the fault of the CLEC or when it is mutually agreed that the interruption shall continue for a specified period of time.
- (2) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the flat rated charges, if applicable, for the service interrupted in any one monthly billing period.

(C) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- (1) Interruptions caused by the negligence of the CLEC.
- (2) Interruptions of a service due to the failure of equipment or systems not caused by the Telephone Company.
- (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, or where the CLEC or its customers, affiliates or vendors do not cooperate with the Telephone Company in the restoration of service.
- (4) Interruptions of a service when the CLEC 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 requested by the CLEC. Thereafter, a credit allowance as set forth in (B) preceding applies.
- (5) Periods when the CLEC elects not to release the service for testing and/or repair and continues to use it on an impaired basis.

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

Should the CLEC elect to use an alternative service provided by the Telephone Company during the period that a service is interrupted not due to the fault of the Telephone Company, the CLEC must pay the tariffed rates and charges for the alternative service used.

2.4.3 Re-establishment of Service Following Fire, Flood or Other Occurrence Not Due to the Fault of the Telephone Company

Nonrecurring Charges apply for re-establishing service.

NETWORK INTERCONNECTION SERVICES

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.4 Title or Ownership Rights

The payment of rates and charges by CLECs for the services provided under this tariff 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.

2.5 Reserved for future use2.6 Definitions

Certain terms used herein are defined as follows:

Business Day

The term "Business Day" denotes the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 A.M. to 5:00 or 6:00 P.M., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, Business Day hours for the Telephone Company may vary based on company policy, union contract and location. To determine such hours for the Telephone Company, or a Telephone Company location, the Telephone Company should be contacted at the address shown below.

Certified Local Exchange Carrier (CLEC)

The term "Certified Local Exchange Carrier" (CLEC) denotes a facilities based common carrier which meets the following criteria: (1) has been authorized by the DPUC to provide local exchange services as a facilities-based carrier, (2) provides dial tone and local exchange service under tariff within the State of New York, (3) provides reciprocal interconnection arrangements under tariff to all local exchange carriers upon request, (4) provides access to 911 and E-911 services and statewide relay service, (5) complies with industry standards on all matters such as technical interconnection standards and billing standards, and (6) participates in intercarrier compensation arrangements and provides data for such arrangements required according to industry standards and practices.

Central Office

The term "Central Office" denotes a local Telephone Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks.

Central Office Prefix

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

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.

NETWORK INTERCONNECTION SERVICES

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Collocated Interconnection

The term "Collocated Interconnection" denotes a connection at a Collocation arrangement at the Telephone Company serving wire center between certain Telephone Company provided CLEC Services and Interconnector-provided optical or microwave facilities and equipment located in the serving wire center. (See Section 5.)

End Office

The term "End Office" denotes a local Telephone Company switching system or facility interconnection node located in an NXX serving area where Telephone Exchange Service dedicated customer station loops are terminated for purposes of interconnection to trunks or other dedicated customer station loops also served out of that switching system or facility interconnection node.

End User

The term "End User" denotes any customer of an intrastate telecommunications service that receives dial tone from the Telephone Company or CLEC to originate calls for termination into the public switched network and is not a carrier, except that a carrier shall be deemed to be an "end user" to the extent that such carrier uses a telecommunications service for administrative purposes.

Entry Switch

See First Point of Switching

Estimated Cost

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

Exchange

The term "Exchange" denotes a unit, generally smaller than a Local Access and Transport Area, 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. One or more designated exchanges comprise a given Local Access and Transport Area.

Exchange Telephone Company

The term "Exchange Telephone Company" denotes the Telephone Company, the CLECs or Independent Telephone Companies for the purpose of this tariff.

Facilities

The term "Facilities" denotes any cable, poles, conduit, microwave or carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the services offered under this tariff.

NETWORK INTERCONNECTION SERVICES

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)First Come - First Served

The term "First Come - First Served" denotes a procedure followed where the first service order received will be the first service order processed. An order is considered to be received when the Telephone Company has complete and accurate information, as required for the services ordered under other sections of this tariff, to accept and process the order.

Immediately Available Funds

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

Interexchange Carrier (IC) or Interexchange Common Carrier

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

Interstate Communications

The term "Interstate Communications" denotes both interstate and foreign communications.

Intrastate Communications

The term "Intrastate Communications" denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Legal Holiday

The term "Legal Holiday" denotes days other than Saturday or Sunday for which the Telephone Company is normally closed. These include New Year's Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed and other locally observed holidays when the Telephone Company is closed.

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. For purposes of administering regulations and rates contained in this tariff, the term "Local Access and Transport Area" also denotes the Rochester Market Area.

NETWORK INTERCONNECTION SERVICES

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)NXX Serving Area

The term "NXX Serving Area" denotes a geographic area where end users assigned telephone numbers within a given NXX code are located. The Telephone Company's point of termination is always located within the NXX serving area. V and H coordinates of the NXX serving area are the same as that of the geographic area.

Point of Termination (POT)

The term "Point of Termination" (POT) denotes the point of demarcation in an NXX serving area at which the Telephone Company's provision of service ends. The point of demarcation is the point of interconnection between Telephone Company communications facilities and CLEC-provided facilities. The standard method of interconnection is through a point of interconnection ("POT") bay. CLECs may propose alternative means of interconnection that are technically feasible by submitting a bona fide request for negotiation. CLECs purchasing services out of the tariff must reciprocally make available to the Telephone Company at least one designated POT in each NPA in each LATA in which it has local exchange end users.

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Premises

The term "Premises" denotes a building or buildings on continuous property (except Railroad Right-of-Way, etc.) not separated by a public highway.

Uniform Service Order Code

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.

Wire Center

The term "Wire Center" denotes a building in which one or more central offices or Access Tandems are located.