ACCESS SERVICE

2. General Regulations

For Special Access Services, only Non-Competitive End-User Channel Terminations (and associated optional features and functions) are included in this tariff. General terms and conditions for the other Special Access Service components needed to complete a circuit are available as described in Section 1.1 preceding. (N)

2.1 Undertaking of the Telephone Company

2.1.1 Scope

(A) The Telephone Company does not undertake to transmit messages under this tariff.

(B) The Telephone Company shall be responsible only for the installation, operation and maintenance of the services it provides.

(C) The Telephone Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.

(D) Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this tariff.

(E) The Telephone Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.2 Limitations

(A) The customer may not assign or transfer the use of services provided under this tariff; 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 acknowledgement 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 tariff shall apply to such assignee or transferee.

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

(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 Commissions Rules and Section 10, following.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.2 Limitations (Cont'd)

(C) Subject to compliance with the rules mentioned in (B) preceding, the services offered herein will be provided to customers on a first-come, first-served basis. (C)

(D)
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|
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(D)

2.1.3 Liability

(A) The Telephone Company's liability, if any, for its willful misconduct is not limited by this tariff. 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 (H) 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 tariff as a Credit Allowance for a Service Interruption.

(B) The Telephone Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Telephone Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.

(C) The Telephone Company shall not be liable for any act or omission concerning the implementation of Presubscription as set forth in 4.2 following unless it is due to the negligence of the Telephone Company.

(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 end user's use of services offered under this tariff, involving:

(This page filed under Transmittal No. 1156)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

(E) (Cont'd)

(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 tariff.

(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 tariff, 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 tariff.

(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 such customer's use of services so provided.

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

(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 tariff. 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 tariff 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 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, subject to the Credit Allowance for Service Interruptions as set forth in Section 2.7.1.1 and When a Credit Allowance Does Not Apply as set forth in Section 2.7.4(B) following. (T) | (T)

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.4 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 tariff at rates and charges specified therein.

2.1.5 Installation and Termination of Services

The Access Services provided under this tariff (A) will include any entrance cable or drop wiring and wire or intrabuilding cable to that point where provision is made for termination of the Telephone Company's outside distribution network facilities at a suitable location of mutual agreement inside a customer-designated premises and (B) will be installed by the Telephone Company to such Point of Termination. Access Service has only one Point of Termination per customer premises. Any additional terminations beyond such Point of Termination is the sole responsibility of the customer. The Point of Termination is an inherent part of Switched and Special Access Services, therefore, the preceding does not preclude the customer's ability to have the Point of Termination moved as set forth in 6.8.7 and 7.4.5 following for Switched and Special Access Services, respectively.

2.1.6 Maintenance of Services

The services provided under this tariff 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, other than by connection or disconnection to any interface means used, except with the written consent of the Telephone Company.

2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(o), 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 tariff, including but not limited to, (1) substitution of different metallic facilities, (2) substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities and (3) substitution of

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.7 Changes and Substitutions (Cont'd)

metallic facilities for carrier or derived facilities used to provide other than metallic facilities, (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 6. and 7. following. 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 in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Telephone Company will work cooperatively with the customer to determine reasonable notification requirements.

2.1.8 Refusal and Discontinuance of Service

(A) Unless the provisions of 2.2.1(B) or 2.5 following apply, if a customer fails to comply with 2.1.6 preceding or 2.2.2, 2.3.1, 2.3.4, 2.3.5 or 2.4 following, including any payments to be made by the customer on the dates and times herein specified, the Telephone Company may, on thirty (30) calendar days written notice, discontinue provision of service and/or refuse additional applications for service, including the provision of Physically or Virtually Collocated Interconnection, and/or refuse to complete any pending orders for service, including the provision of Physically or Virtually Collocated Interconnection, by the noncomplying customer at any time thereafter. (T) (C) (C)

Certain material previously found on this page can now be found on Original Page 2-139.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Refusal and Discontinuance of Service (Cont'd)

(D)

(D)

(B) Unless the provisions of 2.2.1(B) or 2.5 following apply, if a customer fails to comply with 2.1.6 preceding or 2.2.2, 2.3.1, 2.3.4, 2.3.5 or 2.4 following, including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on thirty (30) calendar days written notice by Certified U.S. Mail or Overnight Delivery to the person designated by that customer to receive such notices of noncompliance, discontinue the provision of the services, including the provision of Physically or Virtually Collocated Interconnection, to the noncomplying customer at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. (M) (M) (C) (C) (M) (M) (C)

(M) Certain material currently appearing on this page formerly appeared on Page No. 2-9.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Refusal and Discontinuance of Service (Cont'd)

(C) In addition to and not in limitation of the provisions of 2.1.8(A) and 2.1.8(B) preceding, unless the provisions of 2.2.1(B) or 2.5 following apply, if a customer fails to comply with 2.4.1(B)(3) or with 2.4.1(A) following, including any payments to be made by it on the dates and times herein specified, the Telephone Company may take the actions specified in 2.1.8(A) and 2.1.8(B) with regard to services provided hereunder to that customer on fifteen (15) calendar days written notice, such notice period to start the day after the notice is sent by Overnight Delivery, if the customer has not complied with respect to amounts due in a subject bill and either

(1) the Telephone Company has sent the subject bill to the customer within seven (7) business days of the bill date; or

(2) the Telephone Company has sent the subject bill to the customer more than thirty (30) calendar days before notice under this section is given.

In all other cases, the Telephone Company will give thirty (30) calendar days written notice pursuant to 2.1.8(A) or 2.1.8(B). The Telephone Company will maintain records sufficient to validate the date upon which a bill was sent to a customer. Action will not be taken as specified in 2.1.8(A) or 2.1.8(B) with regard to the subject bill if the customer cures the noncompliance prior to the expiration of the fifteen (15) or thirty (30) day notice period, as applicable.

(D) If the Telephone Company provided notice pursuant to 2.1.8(A), (B), or (C) above, does not refuse additional applications for service, or discontinue the provision of the services on the date specified, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service or to discontinue the provision of the services, including the provision of Physically or Virtually Collocated Interconnection, to the noncomplying customer without further notice.

(E) Reserved. (C)

Certain material previously found on this page can now be found on Original Page 2-139.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Refusal and Discontinuance of Service (Cont'd)

(F) The provisions of 2.1.8(A), (B), and (C) above shall not apply to charges that a customer does not pay based on submission of a good faith dispute pursuant to 2.4.1(B)(3)(c)(1) following. (N)

(G) When access service is provided by more than one Telephone Company, the companies involved in providing the joint service may individually or collectively deny service to a customer for nonpayment. Where the Telephone Company(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other Telephone Company(s) will, if technically feasible, assist in denying the joint service to the customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Telephone Companies initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the end office Telephone Company shall apply for joint service discontinuance. (T) (M) (M)

(M) Certain material currently appearing on this page formerly appeared on Page No. 2-9.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.9 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. In the case of application of dc telegraph signaling systems, the customer shall be responsible, at its expense, for the provision of current limiting devices to protect the Telephone Company facilities from excessive current due to abnormal conditions and for the provision of noise mitigation networks when required to reduce excessive noise.

2.1.10 Notification of Service-Affecting Activities

The Telephone Company will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, and routine preventative maintenance and switch replacements or retirements. Generally, such activities are not individual customer service specific, they affect many customer services. No specific advance notification period is applicable to all service activities. (T) (C) (D)

2.1.11 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.

2.1.12 Provision and Ownership of Telephone Numbers

The Telephone Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Telephone Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Telephone Company will furnish to the customer six months' notice, of the effective date and an explanation of the reason(s) for such change(s). (T)

Certain material previously found on this page can now be found on Original Page 2-139.

2. General Regulations (Cont'd)

2.2 Use

2.2.1 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, 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) Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R., Section 68.108, 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 allowances as set forth in Section 2.7 following are not applicable. (T) (T)

2.2.2 Unlawful Use

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.2 Use (Cont'd)

2.2.3 Commingling (N)

Except as provided in Section 51.318 of the Federal Communications Commission's rules, telecommunications carriers who obtain unbundled network elements or combinations of unbundled network elements pursuant to a Statement of Generally Available Terms, under Section 252 of the Act, or pursuant to an interconnection agreement with the Telephone Company, may connect, combine, or otherwise attach such unbundled network elements or combinations of unbundled network elements to access services purchased under this tariff except to the extent such agreement (1) expressly prohibits such commingling; or (2) does not address commingling and the requesting carrier has not negotiated an interconnection agreement (or amendment) expressly permitting such commingling. The rates, terms, and conditions of this tariff will apply to the access services that are commingled. Unbundled network elements or combinations of unbundled network elements that are commingled with access services do not constitute a shared use arrangement as set forth in this tariff, and are therefore not eligible for adjustment of charges under such provisions. (N)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer

2.3.1 Damages

The customer shall reimburse the Telephone Company for damages to Telephone Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the customer, or resulting from the customer's improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. 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.

2.3.2 Ownership of Facilities and Theft

Facilities utilized by the Telephone Company to provide service under the provisions of this tariff 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.

2.3.3 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 tariff 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, repairing or removing Telephone Company services.

(x)

(x)

(x) Material withdrawn under authority of Special Permission No. 03-014 of the Federal Communications Commission.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Equipment Space and Power (Cont'd)

(x)

(x)

2.3.4 Availability for Testing

The services provided under this tariff 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.

2.3.5 Balance

All signals for transmission over the services provided under this tariff 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.

(x) Material withdrawn under authority of Special Permission No. 03-014 of the Federal Communications Commission.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.6 Design of Customer Services

Subject to the provisions of 2.1.7 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.

2.3.7 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.

2.3.8 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 tariff, 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 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 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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.8 Claims and Demands for Damages (Cont'd)

(B) (Cont'd)

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 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 parties arising out of any act or omission of the customer in the course of using service provided under this tariff.

2.3.9 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.

Certain material formerly appearing on this page now appears on Page No. 2-15.2.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements (Cont'd)

(A) Jurisdictional Reports

For purposes of determining the jurisdiction of Switched Access Services, the regulations set forth in (A) through (D) apply.

(1) Percent Interstate Usage (PIU)

(a) When the Telephone Company receives sufficient call detail to permit it to determine the jurisdiction of some or all originating and terminating access minutes of use, the Telephone Company will use that call detail to render bills for those minutes of use and will not use customer reported Percent Interstate Usage (PIU) factors for the jurisdiction of those minutes of use. (T)(x) (M)

The Telephone Company will apply the PIU factor provided by the customer as set forth in (A)(1)(b) only to minutes of use for which the Telephone Company does not have sufficient call detail to determine jurisdiction. The customer-provided PIU factor will be used until the customer provides an updated PIU factor as set forth in (C)(1) following. No prorating or back billing will be done based on the updated report. (M) (C) (C) (M) (M) (T) (M) (M)(x)

(x) Certain material on this page formerly appeared on 3rd Revised Page 2-15.2.

Certain material previously found on this page can now be found on 4th Revised Page 2-17.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements (Cont'd)

(A) Jurisdictional Reports (Cont'd)

(1) Percent Interstate Usage (PIU) (Cont'd)

(D) (x)

(D) (x)

(b) When the customer initially orders Switched Access Service(s) the customer will state in its order (Access Service Request) a PIU factor. This factor will be used by the Telephone Company as the customer-provided PIU factor until the customer provides an updated PIU factor as required in (C)(1) (T) (x) (M) | (T) | (M) | (M) | (T) | (T) (x)

Certain material previously found on this page can now be found on 3rd Revised Page 2-15.1.

(x) Certain material on this page formerly appeared on 3rd Revised Pages 2-16 and 2-16.1.

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2. General Regulations (Cont'd)
2.3 Obligations of the Customer (Cont'd)
2.3.10 Jurisdictional Report Requirements (Cont'd)
(A) Jurisdictional Reports (Cont'd)
(1) Percent Interstate Usage (PIU) (Cont'd)
(b) (Cont'd)

following. The customer has the option to provide the Telephone Company with both an originating and a terminating PIU factor based upon either the Billing Account Number or the state from which the customer may originate and/or terminate traffic. Separate PIU factors will be applied for each service listed below.

- Lineside BSA (Notes 1,2,3)
- Feature Group A (Notes 1,2,3)
- Feature Group A FX/ONAL (Notes 2,3)
- Trunkside BSA-950 Option (Notes 1,2,3) (D)
- Trunkside BSA-101XXXX Option (Notes 2,3) (Z)
- Feature Group B (Notes 2,3) (D)
- Feature Group D (Notes 2,3)
- 500 Access Services (Note 3)
- 700 Access Services (Note 3)
- Toll Free Services (Notes 2,3, 5)
- 900 Access Services (Note 3)
- Directory Assistance Service (Note 4)

Note 1: Services that do not have recording capability will be designated as interstate services.

Note 2: The PIU factors will apply to all associated elements and services, e.g., Carrier Common Line, Local Switching, Tandem Switched Transport, Host/Remote Transport, Access Tandem Switching, Shared End Office Trunk Port service and Transport Multiplexing, where applicable.

Note 3: The PIU factor for Switched Access services must be provided by the customer of record for Tandem Switching when used in conjunction with Collocated Interconnection Services, as described in Section 19.

Note 4: The customer shall provide a PIU factor for each Directory access service group ordered.

Note 5: "Toll Free" service includes any access service that utilizes the following NPAs: 800, 888, 877, 866, 855, 844, 833, and 822 as they become available to the industry.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements (Cont'd)

(A) Jurisdictional Reports (Cont'd)

(1) Percent Interstate Usage (PIU) (Cont'd)

(b) (Cont'd)

When the customer provides PIU factors, the Company will subtract the developed PIU factor from 100 and the difference is the percent intrastate usage. The sum of the interstate and intrastate percentages will equal 100 percent. The customer may only provide a PIU factor that is a whole number (a number from 0 to 100).

For multiline hunt group or trunk group arrangements where either the interstate or the intrastate charges are based on measured usage, the interstate Lineside BSA, Trunkside BSA-950 Option, Feature Group A and/or Feature Group B Switched Access Service(s) information reported as set forth above will be used to determine the charges. For all groups, the number of access minutes for a group will be multiplied by the PIU factor to develop the interstate access minutes. The number of access minutes for the group minus the developed interstate access minutes for the group will be the developed intrastate access minutes. (D)

If a state level PIU factor is provided by the customer, the percentage will be applied to all accounts from which the customer may originate traffic within the state.

ACCESS SERVICE

2. General Regulations (Cont'd)
2.3 Obligations of the Customer (Cont'd)
2.3.10 Jurisdictional Report Requirements (Cont'd)
(A) Jurisdictional Reports (Cont'd)
(1) Percent Interstate Usage (PIU) (Cont'd)

(c) For purposes of developing the projected interstate percentage for Feature Group D (or Trunkside BSA-101XXXX Option), the customer shall consider every call that originates from a calling party in one state and terminates to a called party in a different state to be interstate communications. The customer shall consider every call that terminates to a called party within the same state as the state where the calling party is located to be intrastate communications. The manner in which a call is routed through the telecommunications network does not affect the jurisdiction of a call, i.e., a call between two points within the same state is an intrastate call even if it is routed through another state. (D) (Z)

For Feature Group A (or Lineside BSA) and Feature Group B (or Trunkside BSA-950 Option), pursuant to Federal Communications Commission Order FCC 85-145 adopted April 16, 1985, interstate usage is to be developed as though every call that enters a customer network at a point within the same state as that in which the called station is situated is an intrastate communication and every call that enters a customer's network at a point in a state other than that where the called station is situated is an interstate communication.

2. General Regulations (Cont'd)
2.3 Obligations of the Customer (Cont'd)
2.3.10 Jurisdictional Report Requirements (Cont'd)
(A) Jurisdictional Reports (Cont'd)

(2) Switched Access Service Entrance Facilities, Direct-Trunked Transport Facilities, and Dedicated End Office and Access Tandem Trunk Ports

The Telephone Company will develop a PIU factor to apply to Switched Access Service Entrance Facilities, Direct Trunked Transport Facilities, and Dedicated End Office and Access Tandem Trunk Ports when sufficient call detail exists. The Telephone Company will apply the PIU factor provided by the customer as set forth in 2.3.10(A)(1)(b) only when the Telephone Company does not have sufficient data to develop a PIU factor. (N)

Customers may provide PIU factors and jurisdictional reports, at Billing Account Number or state level, for Switched Access Entrance Facilities, Direct-Trunked Transport Facilities, and Dedicated End Office and Access Tandem Trunk Ports ordered pursuant to this tariff, reflecting all Switched Access services using these facilities as set forth in (a) and (b) following. (C) (C) (T)

(a) Entrance Facilities and Direct Trunked Transport Facilities

(1) The customer may provide a separate PIU factor that will apply to both the Entrance Facilities and the Direct Trunked portion of the facility account. These PIU factors should account for the originating and terminating traffic of all services using these facilities. (T)

(2) Reserved for future use (C) (D) (D)

(3) If a customer is providing or sharing a facility with other carriers, the PIU for the Entrance Facilities and Direct Trunked Transport portion of the facility account may be developed using multiple PIU factors. In this situation, the calculation to determine the facility PIU factor must be provided with the quarterly jurisdictional report. (T) (T) (T)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements (Cont'd)

(A) Jurisdictional Reports (Cont'd)

(2) Switched Access Service Entrance Facilities, Direct-Trunked Transport Facilities, and Dedicated End Office and Access Tandem Trunk Ports (Cont'd)

(b) Dedicated End Office and Access Tandem Trunk Ports

In addition to the report requirements set forth in (A)(1) and (A)(2)(a) preceding and (C)(1) following, the customer may provide a PIU factor in a whole number for Dedicated End Office or Access Tandem Trunk Ports, using a single PIU factor per state or Billing Account Number. For the initial establishment of Switched Access Service, the Telephone Company will utilize the customer-provided PIU factor reported on the customer's Access Service Request as the PIU factor for Dedicated End Office and Access Tandem Trunk Ports. These PIU factors will be used in determining the monthly rates to be applied for the Dedicated Trunk Ports as set forth in Section 2.3.11(A) following. (C) (T) (C) (C) (T) (T) (T)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements (Cont'd)

(B) Maintenance of Customer Records

The customer shall retain for a minimum of six months call detail records that substantiate the interstate percent provided to the Telephone Company as set forth in (A) preceding for Switched Access Service. Such records shall consist of (1) and (2) following, if applicable:

(1) All call detail records such as work papers and/or backup documentation including paper or any other form of records for billed customer traffic, call information including call terminating address (i.e., called number), the call duration, all originating and terminating trunk groups or access lines over which the call is routed, and the point at which the call enters the customer's network and; (D)

(2) If the customer has a mechanized system in place that calculated the PIU factor, then a description of that system and the methodology used to calculate the PIU factor must be furnished and any other pertinent information (such as but not limited to flowcharts, source code, etc.) relating to such system must also be made available.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements (Cont'd)

(C) Report Updates

Customer-provided PIU factors that are updated as set forth following will be applied only in the event that the Telephone Company does not have sufficient call detail to permit it to determine jurisdiction. (N)

(1) Effective on the first of January, April, July and October of each year the customer shall update the interstate and intrastate jurisdictional report. The customer shall forward to the Telephone Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use. Except where the Telephone Company has sufficient call detail to permit it to determine jurisdiction, the revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. No prorating or back billing will be done based on the report. If the customer does not supply the reports for those services where reports are needed, the Telephone Company will assume the customer-provided percentages to be the same as those provided previously. For those cases in which a quarterly report has never been received from the customer, the Telephone Company will assume the customer-provided percentages to be the same as those provided in the order for service as set forth in (A)(1)(b) preceding. (T)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements (Cont'd)

(D) Mixed Use Special Access Services (N)

A Mixed Use Special Access Service is a Special Access Service (line) which carries both intrastate and interstate traffic.

(1) When the customer orders a Mixed Use Special Access Service (line) which is entirely or partially physically intrastate, the customer must certify to the Telephone Company whether the physically intrastate portion of the service (line) is considered to be jurisdictionally intrastate or jurisdictionally interstate as follows:

(a) If the customer estimates that the interstate Special Access traffic on the service (line) involved constitutes ten percent or less of the total traffic on the service (line), the service (line) is considered to be jurisdictionally intrastate and will be provided in accordance with the applicable rates and regulations of the appropriate intrastate tariff.

(b) If the customer estimates that the interstate Special Access traffic on the service (line) involved constitutes more that ten percent of the total traffic on the service (line), the service (line) is considered to be jurisdictionally interstate and will be provided in accordance with the applicable rates and regulations in this tariff.

(2) The customer may, at any time, update the jurisdictional report. The customer shall forward to the Telephone Company a revised report showing any change in jurisdiction. The revised report will serve as the basis for future billing and will be effective on the next business day following the receipt of the revised report. No back billing will be done based on the report.

(3) Existing customers of Special Access Services (lines) as of the implementation date of the Decision and Order in CC Docket Nos. 78-72 and 80-286, adopted June 29, 1989 and released July 20, 1989, i.e., May 15, 1990, are required to certify the jurisdiction of their services (lines). (N)

Certain material formerly appearing on this page currently appears on Page No. 2-18.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements (Cont'd)

(E) Jurisdictional Reports Verification (S)

If a billing dispute arises or a regulatory commission questions the projected PIU factor, the Telephone Company will ask the customer to provide the data the customer uses to determine the projected PIU factor. The customer shall supply the data within 30 days of the Telephone Company request. (S)

The customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and upon request of the Telephone Company make the records available for inspection as reasonably necessary for purposes of verification of the percentages. No more than one audit can be conducted or requested by the Telephone Company per year, except in extreme circumstances. This inspection will be conducted, by an independent auditing firm if the Telephone Company and the customer, or the customer alone, is willing to pay the expense. (S)

(x)

(x)

(S) Reissued material originally filed under Transmittal No. 269 and scheduled to become effective December 25, 2002.

(x) Withdrawn under authority of Special Permission No. 02-154 of the Federal Communications Commission.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements (Cont'd)

(F) Special Access Jurisdictional Verification (T)

If a billing dispute arises or a regulatory commission questions the projected PIU factor, the Telephone Company will ask the customer to provide the data the customer uses to determine the certified interstate percentage. The customer shall supply the data within 30 days of the Telephone Company request.

The customer shall keep records of system design and functions from which the percentage was determined, and upon request of the Telephone Company make the records available for inspection as reasonably necessary for purposes of verification of the percentages.

Certain material formerly appearing on this page currently appears on Page No. 2-22.1.

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

(x)

(x)

(x) Filed under authority of Special Permission No. 02-141 of the Federal Communications Commission to reinstate regulations currently in effect.

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2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

(x)

(x)

Certain material formerly appearing on this page currently appears on Page No. 2-23.

(x) Filed under authority of Special Permission No. 02-141 of the Federal Communications Commission to reinstate regulations currently in effect.

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Determination of Interstate Charges for Mixed Interstate and Intrastate Switched Access Service

When mixed interstate and intrastate Switched Access Service is provided, all charges (i.e., nonrecurring, monthly and/or usage) including optional features charges, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.3.10(A) preceding will serve as the basis for prorating the charges unless the Telephone Company is billing according to actuals by jurisdiction. The percentage of an Access Service to be charged as interstate is applied in the following manner:

(A) For monthly and nonrecurring chargeable rate elements, multiply the percent interstate use times the quantity of chargeable elements times the stated tariff rate per element.

(B) For usage sensitive (i.e., access minutes and calls) chargeable rate elements, multiply the percent interstate use times actual use (i.e., measured use) times the stated tariff rate. (D)

The interstate percentage will change as revised usage reports are submitted as set forth in 2.3.10 preceding, unless the Telephone Company is billing according to actuals by jurisdiction.

2.3.12 Determination of Jurisdiction of Mixed Use Special Access Service

When new mixed interstate and intrastate Special Access Service is provided, the customer will provide with the access order to the company an estimate of whether the interstate traffic will comprise more than 10%, or less than 10% of total traffic. For existing services, the customer is required to certify the jurisdiction of their service.

- If the customer's estimate of the interstate traffic on the service involved constitutes 10% or less of the total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of the appropriate intrastate tariff.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.12 Determination of Jurisdiction of Mixed Use Special Access Service (Cont'd)

- If the customer's estimate of the interstate traffic on the service involved constitutes more than 10% of the total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of this Tariff.

(D)

(D)

2.3.13 Voice Over Internet Protocol – Public Switched Telephone Network Traffic

This section applies to Voice over Internet Protocol – Public Switched Telephone Network (VOIP-PSTN) traffic that is exchanged in time division multiplexing format between the Telephone Company and the customer that originates and/or terminates in Internet Protocol format.

2. General Regulations (Cont'd)

2.4 Payment Arrangements

2.4.1 Payment of Rates, Charges and Deposits

(A) The Telephone Company will, in order to safeguard its interests, only require a customer which has a proven history of late payments to the Telephone Company or does not have established credit, 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. The Telephone Company will notify the customer of a deposit requirement by Overnight Delivery. The customer will be required to make payment of such deposit prior to the provision of service in those cases where the customer has not established credit with the Telephone Company, or otherwise within fifteen (15) business days of such notice. Such notice will start the day after the notice is sent by Overnight Delivery.

No such deposit will be required of a customer which is a successor of a company which has established credit and has no history of late payments to the Telephone Company unless this successor is one with a proven history of late payments to the Telephone Company or does not have established credit. Such deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the customer from complying with the Telephone Company's regulations as to the prompt payment of bills. 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 will remain will be refunded.

Such a deposit will be refunded or credited to the account when the customer has established credit or, in any event, after the customer has established a one-year prompt payment record at any time prior to the termination of the provision of 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 interest at the same percentage rate as that set forth rate as that set forth in (B)(3)(b) following. The rate will be for (C)
the number of days from the date the customer deposit is received by the Telephone Company to and including the date such deposit is credited to the customer's account or the date the deposit is refunded by The Telephone Company. 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.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

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

(A) (Cont'd)

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

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

(A) (Cont'd)

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

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

(A) (Cont'd)

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

2.4.1 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 tariff attributable to services, including, but not limited to, Maintenance of Service as set forth in 13.3.1 following, 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.

In addition, Physical, SCOPE, and Virtual Collocated Interconnection Service rates set forth in Section 19 following may be billed over a twelve month period in twelve monthly installments. The following applies to installment billing plans for Collocated Interconnection:

- The Collocator must request installment billing with its application to establish, or augment, a Collocated Interconnection arrangement.
- The Collocator may elect to pay any unbilled charges before the expiration of the installment plan.
- More than one installment plan may be in effect for the same Collocator at the same time.
- If the Collocator disconnects service before the expiration of the plan period, all unbilled charges will be included in the next bill rendered.

ACCESS SERVICE

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

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

(1) For End User Access Service and Presubscription, including FUSF, that are billed to the end user of the local exchange services, the Telephone Company will establish a bill day each month for each end user account. Presubscribed Interexchange Carrier Charges (PICCs) will be billed on a monthly basis as set forth in Section 4.1.7 following. The Telephone Company will update its PICC information once a month. No prorating will be done in connection with PICC billing. The bill will cover End User Access Service charges for the ensuing billing period except for End User Access Service for the Federal Government which will be billed in arrears. Any applicable Presubscription Charges, any known unbilled charges for prior periods and any known unbilled adjustments for prior periods for End User Access Service and Presubscription Service, including FUSF, will be applied to this bill. Such bills are due when rendered. (S)(x) | | (S)(x) (S)(x)

(D) | | | (D)

(2) For Services other than those described in (1) preceding, the Telephone Company will establish a bill day each month for each customer account. The bill will cover nonusage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled nonusage sensitive charges for prior periods and unbilled usage charges for the period after the last bill day through 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 (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. (S)(x) | | (S)(x)

(x) Reissued material scheduled to become effective January 3, 2019 under Transmittal No. 1387.

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2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

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

(B) (Cont'd)

(3) (a) All bills dated as set forth in (2) 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, Martin Luther King Jr. Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, 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: (N) (C) (N)

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.

(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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

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

(B) (Cont'd)

(3) (Cont'd)

(b) (Cont'd)

(D)
|
|
|
|
(D)

0.0005 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)

(c) Billing Disputes

(1) A good faith dispute requires the customer to provide a written claim to the Telephone Company. Instructions for submitting a dispute can be obtained by calling the billing inquiry number shown on the customer's bill, or, by accessing the Telephone Company website also shown on the customer's bill. Such claim must identify in detail the basis for the dispute, and if the customer withholds disputed amounts, it must identify the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed to permit the Telephone Company to investigate the merits of the dispute.

(2) The date of the dispute shall be the date on which the customer furnishes the Telephone Company the account information required by Section 2.4.1(B)(3)(c)(1) above.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

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

(B) (Cont'd)

(3) (Cont'd)

(c) Billing Disputes (Cont'd)

(3) The date of resolution is the date the Telephone Company completes the investigation and credits the customer's account.

(4) 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.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

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

(D)

(D)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

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

(D)

(D)

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.1 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 tariff 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).

(E) When more than one copy of a customer bill for services provided under the provisions of this tariff is furnished to the customer, an additional charge applies for each additional copy of the bill as set forth in 13.3.7 following.

2.4.2 Minimum Periods

The minimum periods for which services are provided and for which rates and charges are applicable is one month except for those services set forth in 5.2.5(B), 7.2.5 (G), 7.2.14(C), 7.4.13, 7.4.16, 7.4.17, 7.5.5, 9.4(A) and 13.3.5(C)(1)(b),(c) and (d), 16.5, 16.6, 25.1.10, and 25.3.8 following. (D) | (D)

The minimum period for which service is provided and for which rates and charges are applicable for a Specialized Service or Arrangement provided on an individual case basis as set forth in 12. following, is one month unless a different minimum period is established with the individual case filing.

As specified in Section 5.2.6 following, when a service is discontinued prior to the expiration of the minimum period, charges are applicable whether the service is used or not, as follows:

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

2.4.2 Minimum Periods (Cont'd)

(A) When a service with a one month minimum period is discontinued prior to the expiration of the minimum period, a one month charge will apply at the rate level in effect at the time service is discontinued.

(B) When a service with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, the applicable charge will be the lesser of (1) the Telephone Company's total nonrecoverable costs less the net salvage value for the discontinued service or (2) the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period.

2.4.3 Cancellation of an Order for Service

Provisions for the cancellation of an order for service are set forth in other applicable sections of this tariff.

2.4.4 Reserved (T)

Certain material previously found on this page can now be found on 1st Revised Page 2-83.1.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on 1st Revised Page 2-83.2.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on 1st Revised Page 2-83.3.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on Original Page 2-83.4.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on Original Page 2-83.5.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on Original Page 2-83.6.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on Original Page 2-83.7.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on Original Page 2-83.8.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on Original Page 2-83.9.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on Original Page 2-83.10.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on Original Page 2-83.11.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on Original Pages 2-119 and 2-120.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on Original Page 2-120.

Vice President, Federal Regulatory (T)
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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

2.4.5 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.

Certain material previously found on this page can now be found on Original Page 2-83.12.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

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

(A) Nonrecurring Charges Do Not Apply (Cont'd)

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: (Cont'd)

(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).

(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.

2.4.6 Title or Ownership Rights

(A) The payment of rates and charges by customers for the services offered under the provisions of 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.

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2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

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

The Telephone Companies will handle ordering, rating and billing of Access Services under this tariff where more than one Exchange Telephone Company is involved in the provision of Access Service as set forth following. The Telephone Company will notify the customer what option will apply when the customer orders Access Service. The option will be based on the inter-connection arrangements between the Exchange Telephone Companies involved and the services ordered.

The Single and Multiple Bill Arrangements following are subject to the provisions of the Multiple Exchange Carrier Access billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD) documents as referenced in the Memorandum Opinion and Order in CC Docket No. 86-104, adopted July 20, 1987 and released July 31, 1987.

Effective March 31, 1990 the Single and Multiple bill arrangements following are available in conjunction with FGB services in compliance with the Commission's October 5, 1989 Order.

The Telephone Company must notify the customer of: (1) the Meet Point Billing Option that will be used, (2) the Telephone Company(s) that will render the bill(s), (3) the Telephone Company(s) to whom payment(s) should be remitted, and (4) the Telephone Company(s) that will provide the bill inquiry function. The Telephone Company shall provide this notice in writing 30 days in advance of any changes.

(A) When an Access Service is ordered by a customer where one end of the Switched Transport element is in one Exchange Telephone Company operating territory and the other end is in another Exchange Telephone Company operating territory, the Exchange Telephone Company in whose territory the first point of switching is located will accept the order for Lineside BSA, Trunkside BSA - 950 Option, Feature Group A and B Switched Access Services ordered in lines or trunks. The Exchange Telephone Company that accepts the order will then determine the charges involved, arrange to provide the Access Service ordered and bill the charges in accordance with its Access Service tariff.

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2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

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

(A) (Cont'd)

After July 1, 1990, option A will only be available for FGA Service. Prior to July 1, 1990, Option A is available with both FGA and FGB Services. Effective April 1, 1990, the Single and Multiple Bill Arrangements following are also available with Trunkside BSA - 950 Option and FGB Services. The Single and Multiple Bill Arrangements may be used to bill Trunkside BSA - 950 Option and FGB Services only with the agreement of all involved Exchange Telephone Companies. When an Common Channel Signaling Access Service is provided, the Telephone Company in whose territory the STP is located will accept the order for service, determine any applicable charges involved, arrange to provide the service ordered, and bill any applicable charges in accordance with its Access Service tariff.

When Billing Validation Service is provided, the Telephone Company in whose territory the LIDB Service Control Point (SCP) is located will accept the order for service, determine any applicable charges involved, arrange to provide the service ordered, and bill any applicable charges in accordance with its Access Service tariff.

(D)
(D)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

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

(B) Single Bill Arrangement for Services other than FGA and Lineside

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

(2) Ordering - The company that accepts the order from the customer will be determined as follows:

(a) Directory Assistance - The company where the end office is located shall accept the order. (D)

(b) Trunkside BSA - 950 Option, Trunkside BSA-101XXXX Option, FGB or FGD ordered to an end office

- The company where the end office is located shall accept the order.

(c) Dedicated Network Access Link BSA

- The Company where the end office is located shall accept the order.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

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

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

(2) Ordering - The company that accepts the order from the customer will be determined as follows: (Cont'd)

(d) Trunkside BSA - 950 Option, Trunkside BSA-101XXXX Option, FGB or FGD ordered to an Access Tandem - The company where the Access Tandem is located will accept the order.

(e) WATS Access Line Service - When the WATS serving office and the end user end office are located in different Exchange Telephone Company operating territories, the company where the end office is located shall accept the order.

(f) Special Access Service Non-Competitive End User Channel Termination without Hub - Either company may accept the order. (C) (C)

(g) Special Access Service Non-Competitive End User Channel Termination with Hub - The company where the Hub is located shall accept the order. (C) (C)

(h) Common Channel Signaling Access Service - The company where the STP is located shall accept the order.

(i) Billing Validation Service - The company where the LIDB Service Control Point (SCP) is located shall accept the order.

The other company(ies) involved shall also receive a copy of the order from the customer.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

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

(B) Single Bill Arrangement for Services other than FGA and Lineside BSA (Cont'd)

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

(a) Single Bill Single Tariff 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. 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. The apportionment of charges shall be consistent with 2.4.7(C)(3) following.

(b) Single Bill Multiple Tariff 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 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 2.4.7 (C)(3) following.

(c) Single Bill Multiple Tariff Pass-Through Billing - Same as (b) above.

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2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

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

(C) Multiple Bill Arrangement for Services other than FGA and Lineside BSA

(1) General - Separate bills will be rendered by the Exchange Telephone Companies for Access Service other than Lineside BSA or FGA if the administration of a single bill arrangement, as set forth in Sec. 2.4.7 B, is not utilized by the companies involved.

(2) Ordering - Each company will accept an order for service from the customer.

(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, subject to the following rules, as appropriate:

(a) The charges billed by this company for mileage sensitive rate elements, e.g., Dedicated Network Access link (fixed and per mile), Switched Transport (fixed and per mile), or Directory Assistance Transport, are determined as follows: (D)

(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 Border Interconnection Percentage (BIP) 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.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd)

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

(C) Multiple Bill Arrangement for Services other than Lineside BSA or FGA (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:

(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.

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

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ACCESS SERVICE

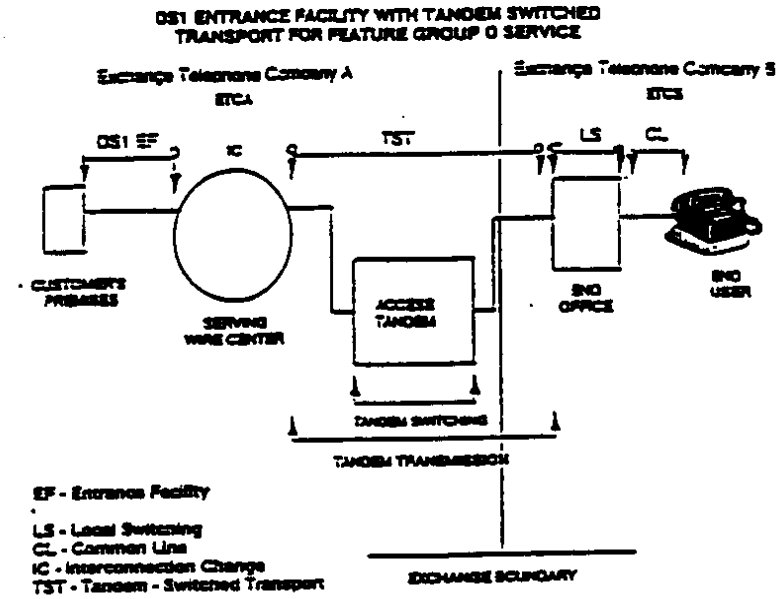
2. General Regulations (Cont'd)

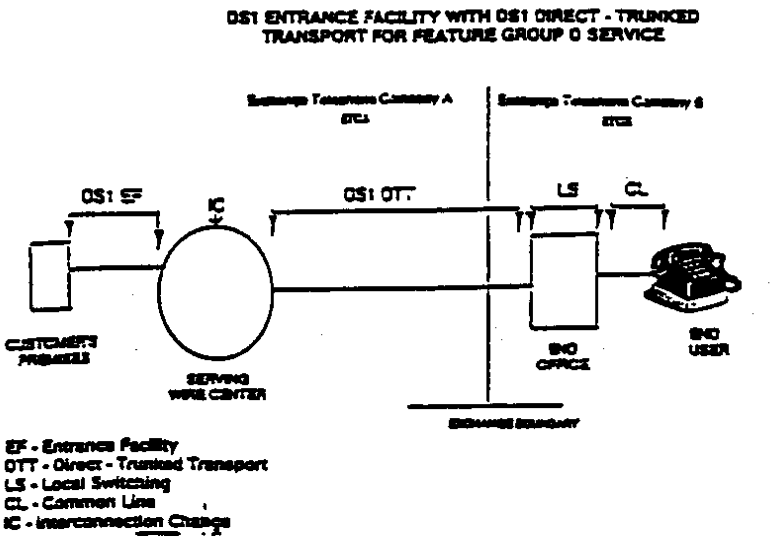
2.4 Payment Arrangements (Cont'd) (T)

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

(C) Multiple Bill Arrangement for Services other than FGA or Lineside BSA (Cont'd)

(4) EXAMPLES





(This page filed under Transmittal No. 853)

Issued: September 6, 2007 Effective: September 21, 2007

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

2.4.8 Ordering, Rating and Billing of Switched Access Service Provided in Conjunction with a Cellular Exchange Carrier (CEC) or a Radio Common Carrier (RCC)

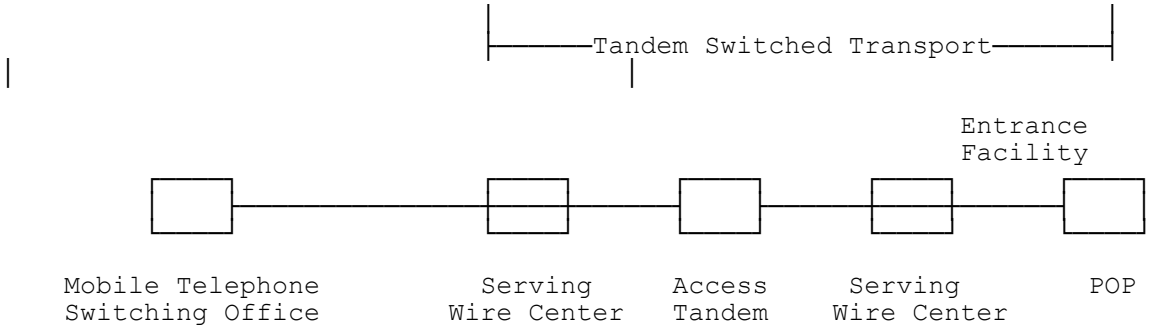
When Switched Access Service is ordered by a customer in conjunction with a CEC or RCC, the Telephone Company will provide its portion of the Switched Access Service based on the regulations, rates and charges contained in its Access Service tariff, subject to the following rules.

(A) If the Telephone Company provides Switched Transport and provides end office local switching functions, the customer will be assessed all applicable Switched Access charges. Carrier Common Line charges will not be assessed.

If the Telephone Company provides Switched Transport and does not provide end office local switching functions, the Telephone Company will assess Switched Transport charges as set forth in Section 6.9.1. Local Switching and Carrier Common Line charges will not be assessed by the Telephone Company.

(B) The mileage to be used to determine the Switched Transport charge is calculated as set forth in Section 6.8.13(I).

(C) Example



ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

2.4.9 Reserved (T)

Certain material previously found on this page can now be found on Original Pages 2-83.13 and 2-117.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on Original Page 2-118.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

2.4.10 Reserved (T)

Certain material previously found on this page can now be found on 1st Revised Page 2-107.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on 1st Revised Page 2-108.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on 2nd Revised Page 2-109.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on 1st Revised Page 2-110.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on Original Page 2-111.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on Original Page 2-112.

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ACCESS SERVICE

2. General Regulations (Cont'd)
2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on Original Page 2-113.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on Original Page 2-114.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements (Cont'd) (T)

Certain material previously found on this page can now be found on Original Page 2-115.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.5 Connections

2.5.1 General

Equipment and Systems (i.e., terminal equipment, multiline terminating systems and communications systems) may be connected with Switched Access and Special Access Non-Competitive End User Channel Terminations furnished by the Telephone Company where such connection is made in accordance with the provisions specified in Technical Reference PUB AS No. 1, Issue II, and 2.1 preceding. (C) (C)

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ACCESS SERVICE

2. General Regulations (Cont'd)
2.6 Definitions

Certain terms used herein are defined as follows:

Access Code

The term "Access Code" denotes a uniform seven digit code assigned by the Telephone Company to an individual customer. The seven digit code, has the form 101XXXX or 950-XXXX.

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Access Customer Name Abbreviation (ACNA)

The term "Access Customer Name Abbreviation" or "ACNA" denotes a term generally understood in the telecommunications industry to be the name abbreviation for a purchaser of Access Services.

Access Minutes

The term "Access Minutes" denotes that usage of exchange facilities in interstate or foreign service for the purpose of calculating chargeable usage. On the originating end of an interstate or foreign call, usage is measured from the time the originating end user's call is delivered by the Telephone Company to and acknowledged as received by the customer's facilities connected with the originating exchange. On the terminating end of an interstate or foreign call, usage is measured from the time the call is received by the end user in the terminating exchange. Timing of usage at both originating and terminating ends of an interstate or foreign call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating end exchanges, as applicable.

Access Tandem

The term "Access Tandem" denotes a Telephone Company switching system that provides a concentration and distribution function for originating or terminating traffic between end offices and customer's premises.

Aggregator

Denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation as defined under Part 64.708(b) of the F.C.C. Rules and Regulations.

Affiliate

The term "Affiliate" denotes a Customer that, through one or more intermediaries, is controlled by or is under common control with another customer.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Answer/Disconnect Supervision

The term "Answer/Disconnect Supervision" denotes the transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the customer's point of termination as an indication that the called party has answered or disconnected.

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Attenuation Distortion

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

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.

(S) (x)
(S) (x)

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 an individual company, or company location, that company should be contacted at the address shown on the Check Sheet.

Busy Hour Minutes of Capacity (BHMC)

The term "Busy Hour Minutes of Capacity (BHMC) denotes the customer specified maximum amount of Switched Access Service and/or Directory Assistance Service access minutes the customer expects to be handled in an end office switch during any hour in an 8:00 A.M. to 11:00 P.M. period for the Feature Group and/or Directory Assistance Service ordered.

(x) Reissued material scheduled to become effective January 28, 2010 under Transmittal No. 1067.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Cable Space

The term "Cable Space" denotes any passage or opening in, on, under/over or through the central office cable support structure required to bring fiber optic riser cable from the manhole or other designated location to the collocated interconnection space, as well as the space between the collocated interconnection space, and the Telephone Company Point of Termination, and any other space required to bring other communications cable from one collocated interconnection space to another collocated interconnection space of the same Collocator.

Cable Support Structure

The system of riser ducts, cable racking and other such facilities of the Telephone Company that are used to contain and support Collocated Interconnection cable within central offices and between central offices and the manhole or other designated location pursuant to Section 19.

Call

The term "Call" denotes a customer attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the serving dial tone office.

Carrier or Common Carrier

See Interexchange Carrier.

Carrier Identification Code (CIC)

The term "Carrier Identification Code" (CIC) denotes a unique four digit access identification code that is assigned by Bellcore for use with Feature Group B or D Switched Access Service. The CIC identifies the caller's long distance carrier.

CCS

The term "CCS" denotes a hundred call seconds, which is a standard unit of traffic load that is equal to 100 seconds of usage or capacity of a group of servers (e.g, trunks).

Cellular Exchange Carrier (CEC)

The term "Cellular Exchange Carrier" defines a Common Carrier authorized by the Federal Communications Commission to provide Cellular Mobile Radio Telecommunications Services.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

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. In the case of a Remote Switching Module (RSM), the term Central Office designates the combination of the Remote Switching Unit and its Host.

Central Office Prefix

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

Channelize

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

Circuit Code

The term "Circuit Code" indicates the specific Interexchange Carrier trunk group that is required to carry the call for SS7 Signalling. It equates to the OZZ Code with MF Signalling and is contained in the TNS parameter.

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 and through a notch (very narrow band) filter.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Coin Station

The term "Coin Station" denotes a location where Telephone Company equipment is provided in a public or semipublic place where Telephone Company customers can originate telephonic communications and pay the applicable charges by inserting coins into the equipment.

Collocated Interconnection Design and Construction Work

The term "Collocated Interconnection Design and Construction Work" under Collocated Interconnection denotes all work by Telephone Company, including but not limited to, space design and preparation, the rearrangement of existing facilities, design and construction of collocated interconnection space enclosure, design and placement of required cable support structure or any other activity required to accommodate the installation of Collocator's facilities in the Telephone Company space(s). Similar work required or requested by Collocator after initial installation solely because of the existence of the Collocator's facilities shall be referred to as "Additional Design and Construction", and shall be at Collocator's expense.

Collocated Interconnection Space

The term "Collocated Interconnection Space" denotes suitable space intended for occupancy by Collocated Interconnection equipment required for telecommunications operations and the work area required to maintain that equipment. All suitable space shall be partitioned and measured as defined in Building Owners and Managers Association International (BOMA) standards as "rentable area."

Collocator

The term "Collocator" denotes a customer who subscribes to Collocated Interconnection and who brings fiber optic and/or microwave facilities to Telephone Company-designated locations for connection to Collocated Interconnection equipment as specified in the following Regulations, under physical or virtual interconnection arrangements. All such services and facilities used for Collocated Interconnection will be for the carriage of interstate non-switched traffic.

Collocator's Facilities

The term "Collocator's Facilities" denotes the telecommunications cable and equipment owned/leased and installed by the Collocator for the sole use of the Collocator in connection with equipment installed within its Collocated Interconnection Space.

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

Common Line

The term "Common Line" denotes a line, trunk, pay telephone line or other facility provided under the local general services tariffs of the Telephone Company, terminated on a central office switch. A common line-residence is a line or trunk provided under the residence regulations of the local general services tariffs. A common line-business is a line provided under the business regulations of the local general services tariffs.

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.

Competitive County (N)

The term "Competitive County" denotes the geographic unit of a county or county-equivalent that passes or has passed a competitive market test specified by the FCC. Competitive County also denotes a county or county-equivalent that failed a competitive market test specified by the FCC, but was granted Phase II, Level 2 pricing flexibility prior to June 1, 2017. (N)

Connecting Facility Assignment

The term "Connecting Facility Assignment or (CFA)" denotes the identification of a channel or circuit to be used from a high capacity facility.

Conventional Signaling

The inter-machine signaling system which has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating end office to the switching machine which will terminate the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected, and the sequence of supervisory signals and outpulsed digits is initiated. No overlap outpulsing, ten-digit ANI, ANI information digits, or acknowledgement wink are included in this signaling sequence.

Corridor Service

The term "Corridor Service" applies to the exceptions to the MFJ Decree that allow the Telephone Company to provide interstate interLATA services in certain designated areas.

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 or other arrangements offered under this tariff, including both Interexchange Carriers (ICs) and End users.

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

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 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.

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Digital Cross-Connect System (DCS)

The term "Digital Cross-Connect system" or "DCS" denotes an electronic switching node that enables circuits to be cross-connected.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Direct-Trunked Transport Facility

Denotes a Switched Transport facility between a Telephone Company serving wire center and an end office or between a Telephone Company Serving Wire Center and an access tandem that provides a customer with dedicated transport.

Directory Assistance (Interstate)

The term "Directory Assistance" denotes the provision of telephone numbers by a Telephone Company operator when the operator location is accessed by a customer by dialing 1 + NPA + 555-1212, or 411 or 555-1212, whichever is available.

Directory Assistance Location (Interstate)

The term "Directory Assistance Location" denotes a Telephone Company office where Telephone Company equipment first receives the Directory Assistance call from a customer's end user and selects the first operation position to respond to the Directory Assistance call.

Directory Number

Denotes a unique NPA-NXX-XXXX code assigned to a subscriber of a local service provider.

Donor Switch

Denotes the original switch source of an NXX that has been designated as portable and from which a subscriber has moved its service, while retaining its Directory Number, to a different service provider.

Dual Tone Multifrequency Address Signaling

The term "Dual Tone Multifrequency Address Signaling" denotes a type of signaling that is an optional feature of Switched Access Feature Group A. It may be utilized when Feature Group A is being used in the terminating direction (from the point of termination with the customer to the local exchange end office). An office arranged for Dual Tone Multifrequency Signaling would expect to receive address signals from the customer in the form of Dual Tone Multifrequency signals.

Echo Control

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

Certain material previously found on this page can now be found on 1st Revised Page 2-62.

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

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.

Echo Return Loss (Z)

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.

End Office Switch

The term "End Office Switch" denotes a local Telephone Company switching system, where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to trunks. In the case of a Remote Switching Module, the term End Office Switch designates the combination of the Remote Switching Module and its Host.

End User

The term "End User" denotes any customer of an interstate or foreign telecommunications service that is not a carrier, except that a carrier other than a telephone company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmission offered by such reseller originate on the premises of such reseller.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Entrance Facility

Denotes a Switched Transport Facility between a Telephone Company serving wire center and a customer premises that provides a customer with dedicated transport from the serving wire center to the customer premises.

Entry Switch

See First Point of Switching.

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)].

(D)

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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.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Exchange Access Signaling

The signaling system which is used, by equal access end offices, to transmit originating information and address digits to the customer's premises and which includes the means of verifying the receipt of these address digits. Features of this system include overlap outpulsing, identification of the type of call, identification of the ten-digit telephone number of the calling party, and acknowledgement wink supervisory signals.

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.

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Extensible Markup Language (XML)

The term "Extensible Markup Language (XML)" denotes a simple, very flexible text format that is used in the exchange of a wide variety of data on the Web and elsewhere.

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.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

First-Come, First-Served

The term "First-come, First-Served" denotes a procedure followed when the first order received will be the first order processed, except as provided in 2.1.2(D).

First Point of Switching

The term "First Point of Switching" denotes the first Telephone Company location at which switching occurs on the terminating path of a call proceeding from the customer premises to the terminating end office and, at the same time, the last Telephone Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the customer premises.

Flexible Automatic Number Identification (Flexible ANI)

The term "Flexible Automatic Number Identification" denotes an optional feature or Basic Service Element that provides additional values for the information indicator digits available with the ANI feature on originating calls. These additional digits identify the type of line that is originating the call for billing, screening and routing purposes.

Frequency Shift

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

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 tariff, and which are considered grandfathered under Part 68 of the F.C.C.'s Rules and Regulations.

High Volume Call-In Networks

Denotes a unique NXX that has a presence in several switches within the designated Local Calling Area for which terminating calls are routed over dedicated trunks to a single tandem switch. This is done for the purpose of controlling the impact on the local network from potentially high volumes of terminating calls that may be directed to specific Directory Numbers within such NXXs at a customer's request.

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.

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Immediately Available Funds

The term "Immediately Available Funds" denotes a corporate or personal check drawn on a bank account that has completed the clearing process and funds which are available for use by the receiving party on the same day on which they are received, including U.S. Federal Reserve bank wire transfers and Automated Clearinghouse (ACH) payments. (C) | | | (C)

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.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

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 tariff are developed based on the circumstances in each case.

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.

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Interexchange Carrier (IC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interstate or foreign 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 both interstate and foreign communications.

Interstate IntraLATA

The term Interstate IntraLATA denotes physically interstate services between two points within the same LATA which are not used in connection with InterLATA channels.

Intrastate Communications

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

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

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Line Information Data Base

The term "Line Information Data Base" refers to the data base which contains billing information such as calling card number and billed number restriction data that is used in connection with the billing of calls.

Line-Side Connection

The term "Line-Side Connection" denotes a connection of a transmission path to the line side of a local exchange switching system.

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.

Local Area Network

A short-distance data communications network (typically within a building or campus) used to link together computers and other electronic devices.

Local Calling Area

The term "Local Calling Area" denotes a geographical area, as defined in the Telephone Company's Local and/or General Exchange Service tariff, in which an end user (Telephone Exchange Service subscriber) may complete a call without incurring Toll charges.

Local Tandem Switch

The term "Local Tandem Switch" denotes a local Telephone Company switching unit by which local or access telephonic communications are switched to and from an End Office Switch.

Location Routing Number (LRN)

Denotes a NPA-NXX-XXXX within a NXX that is assigned to a switch that serves ported numbers. The LRN is associated with ported numbers in the Local Number Portability database for the recipient switch and is required to route calls directed to ported numbers working out of the switch.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

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Loop Around Test Line

The term "Loop Around Test Line" denotes an arrangement utilizing a telephone company central office to provide a means to make certain two-way transmission tests on a manual basis. This arrangement has two central office terminations, each reached by means of separate telephone numbers and does not require any specific customer premises equipment. Equipment subject to this test arrangement is at the discretion of the customer.

Loss Deviation

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

Major Fraction Thereof

The term "Major Fraction Thereof" is any period of time in excess of 1/2 of the stated amount of time. As an example, in considering a period of 24 hours, a major fraction thereof would be any period of time in excess of 12 hours exactly. Therefore, if a given service is interrupted for a period of thirty-six hours and fifteen minutes, the customer would be given a credit allowance for two twenty-four hour periods for a total of forty-eight hours.

Manhole

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

Maritime Radio Common Carriers (MRCCs)

The term "Maritime Radio Common Carriers (MRCCs)" denotes carriers which are regulated under Part 81 of the Federal Communications Commission's Rules and Regulations.

Meet Point Billing

The term "Meet Point Billing" denotes the arrangement which requires multiple Exchange Telephone Companies, involved in providing applicable access services, to divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Telephone Company involved bills under its respective tariff.

Message

The term "Message" denotes a "call" as defined preceding.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Message Unit Credits

The term "Message Unit Credits" denotes the credit applied to the local switching charges assessed to customers handling end user originating interstate or foreign service calls which are subject to message unit charges.

Metropolitan Statistical Area (MSA)

The term "Metropolitan Statistical Area (MSA)" denotes a prescribed geographic area comprised of Telephone Company wire centers that have been grouped together.

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 measurement towards the customer's premises from the Telephone Company end office.

Mobile Telephone Switching Office (MTSO)

The term "Mobile Telephone Switching Office" (MTSO) denotes the switching facility used by a CEC or RCC in performing originating and terminating switching functions for calls exchanged between their customers, the Telephone Company customers, Interchange Carriers, and independent Telephone Company customers.

Modem

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

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

N-1 Carrier

Denotes the carrier that is delivering a call to the Telephone Company's switch and is responsible for determining the status and Location Routing Number of the dialed NXX.

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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 Device

The term "Network Interface Device" denotes any Company provided means of interconnection of end user customer premises wiring to the Local Exchange Carrier’s distribution plant, such as a cross connect device used for that purpose.

Non-Competitive County

The term “Non-Competitive County” denotes the geographic unit of a county or county-equivalent that failed a competitive market test specified by the FCC (excluding those that were granted Phase II, Level 2 pricing flexibility prior to June 1, 2017).

Non-Competitive End User Channel Termination

The term “Non-Competitive End User Channel Termination” denotes a Special Access channel termination at an end user customer designated premises served by a wire center in a Non-Competitive County as listed in Section 14.8 following.

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Nonsynchronous Test Line

The term "Nonsynchronous Test Line" denotes an arrangement in step-by-step end offices which provides operational tests which are not as complete as those provided by the synchronous test lines, but can be made more rapidly.

North American Numbering Plan

The term "North American Numbering Plan" denotes a three-digit area (Numbering Plan Area) code and a seven-digit telephone number made up of a three-digit Central Office code plus a four-digit station number.

Off-Hook

The term "Off-hook" denotes the active condition of Switched Access or a Telephone Exchange Service line.

On-hook

The term "On-hook" denotes the idle condition of Switched Access or a Telephone Exchange Service line.

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.

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Operator Services System

Equipment capable of processing certain kinds of traffic originating or terminating to an end office; this processing may take place either with or without an operator's assistance. Use of such equipment includes call rating and charge recording functions, operator assistance functions, coin control and collection functions, automatic or manual identification of calling line number, and verification of the busy/idle condition of subscriber lines.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Originating Direction (M)

The term "Originating Direction" denotes the use of Access Service for the origination of calls from an End User premises to a customer premises.

Out of Band Signaling

The term "Out of Band Signaling" denotes an exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path. (M)

Certain material on this page formerly appeared on Original Page 2-73.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Overlap Outpulsing

The feature of the exchange access signaling system which permits initiation of pulsing to the customer's premises before the calling subscriber has completed dialing an originating call.

OZZ Code

The OZZ Code indicates the specific Interexchange Carrier trunk group that is to carry the call for MF Signalling.

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Pay Telephone

The term "Pay Telephone" denotes Telephone Company provided instruments and related facilities that are available to the general public for public convenience and necessity, including public and semipublic telephones, and coinless telephones.

Periodic Inspection

The term "Periodic Inspection" denotes inspections conducted at regular or irregular intervals of all or portions of the Collocator's facilities, to determine that occupancies are authorized and are installed and maintained in conformance with the requirements set forth herein. Telephone Company will notify Collocator in advance of such inspections, and Collocator shall have the right to be present at the time of inspection.

Phase Jitter

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

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Physically-Collocated Interconnection

The term "Physically-Collocated Interconnection" denotes an arrangement where the Collocator's facilities will be interconnected with Collocator owned and provided equipment that is physically located in a Collocated Interconnection Space within a Telephone Company central office building. The standard method of interconnection is through a point of interconnection (POT) bay. Collocators may propose alternative means of interconnection that are technically feasible by submitting a bona fide request for negotiation. (See Note below.)

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.

Post-Installation Inspection

The term "Post-Installation Inspection" under Collocated Interconnection denotes the work activities performed to visually observe Collocator's equipment and cable facilities and equipment installation during and after the completion of the installation of such equipment and facilities to determine that all occupancies conform to the standards required.

Pre-Construction Work

The term "Pre-Construction Work" under Collocated Interconnection denotes the work activities performed by Telephone Company in order to process an application for occupancy to the point just prior to performing any necessary Design and Construction Work.

Premises

The term "Premises" denotes a building or a portion of a building in a multitenant building, or buildings on a continuous property (except Railroad right-of-way, etc.) not separated by a public highway except for an end user that offers Telecommunications Services exclusively as a reseller, this term is not to be limited to one building, but applies as well to a complex, or campus-type configuration, or buildings. "Premises" does not include Collocated Interconnection Space. (D)

Note: See Section 19 following for further information.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Prime Service Vendor (M)

The term "Prime Service Vendor" denotes the status of the Telephone Company when contracting directly with the user of TSP service.

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). (M)

(M) Certain material currently appearing on this page formerly appeared on Page No. 2-75.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Query

Denotes a signaling message requesting processing instructions or service data contained in a centralized database.

Radio Common Carriers (RCCs)

The term "Radio Common Carriers (RCCs) denotes carriers which are regulated under Part 22 of the Federal Communications Commission's Rules and Regulations.

Rate Zones

The term "Rate Zone" denotes a pricing unit for rating High Capacity Switched Access Transport and Special Access services. Rate zones are established based principally upon the volume of traffic carried by a wire center, traffic density, and are divided into three categories: Rate Zone 1 - high density, Rate Zone 2 - medium density, and Rate Zone 3 - low density.

Recipient Switch

Denotes any end office switch that serves Directory Numbers (DN) within a number portable NXX that is not originally assigned to the switch. Customers assigned a Directory Number (DN) within the indicated NXX that is working out of a switch other than the one originally designated is said to have ported their number to this recipient switch.

Regional Service Management System/Number Portability Administration Center (RSMS/NPAC)

Denotes the third party administered database which maintains the information on all ported numbers in a particular geographic area, in this case the Telephone Company's region.

Remote Switching Modules and/or Remote Switching Systems

The term "Remote Switching Modules and/or Remote Switching Systems" denotes small, remotely controlled electronic segments of an end office switch which obtain part of their call processing capability from a Host Office. The combination of a Remote Switching Module and its Host Office comprise an End Office Switch.

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.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

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Serving Wire Center

The term Serving Wire Center denotes the first Telephone Company wire center to which facilities are connected on the terminating path of a call proceeding from the customer premises to the terminating end office.

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.

Shared Network Arrangement

The term "Shared Network Arrangement" denotes a service offering whereby a Service User may connect subtending services to a Host Subscriber's service, and the Telephone Company will undertake to maintain separate customer records and billing.

2. General Regulations (Cont'd)

2.6 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.

Signal Transfer Point

The term "Signal Transfer Point" denotes a specialized switch which provides SS7 network access and performs SS7 message routing and screening.

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.

Signaling Systems 7
The term "Signaling System 7" (SS7) denotes the out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

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 or an order for a Directory Assistance Service.

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Subcontractor

The term "Subcontractor" denotes the status of the Telephone Company when contracting directly with a Prime Service Vendor to provide TSP to a service user.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Subscriber Line Charge (M)

The term "Subscriber Line Charge" denotes the charge applicable to the end user common line. In Pennsylvania and Delaware this charge is referred to as a Line Cost Charge. (M)

Certain material on this page formerly appeared on Original Page 2-78.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Subsequent Inspections

The term "Subsequent Inspections" under Collocated Interconnection denotes the work operations performed by Telephone Company in order to verify that corrective action has been taken by the Collocator on variances from required safety, construction and maintenance practices reported to the Collocator by Telephone Company. Telephone Company will notify Collocator in advance of such inspections, and Collocator shall have the right to be present at the time of inspection.

Subtending End Office of an Access Tandem

The term "Subtending End Office of an Access Tandem" denotes an end office that has final trunk group routing through that tandem.

Switched Access Signalling Service (SASS)

The term "Switched Access Signalling Service" denotes transmission of the Carrier Identification Code (CIC) and the OZZ Code with MF Signalling; or the TNS parameter with SS7 Signalling. This service is available to TSPs and is provided from the Telephone Company end offices.

Switching System

The term "Switching System" denotes the hardware and/or software utilized by the Telephone Company for the establishment and maintenance of a given central office.

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.

Tandem Switching Provider (TSP)

The term "Tandem Switching Provider" denotes any Interexchange Carrier, End User, or other access provider who provides tandem switching functions for switched transport services.

Tandem Switched Transport

The term "Tandem Switched Transport" denotes the transport from the serving wire center of the customer's premises to an end office that is switched at a tandem switch. Tandem Switched Transport consists of circuits dedicated to the use of a single customer from the serving wire center to the tandem and circuits used in common by multiple customers from the tandem to an end office.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Telecommunication Relay Service (TRS)

TRS denotes the process where end user dialed calls are routed to a Telecommunication Relay Service Center for delivery to the Telephone Company. The Telephone Company in turn directs the call, via either the Trunkside BSA-101XXXX Option or Switched Access FGD Service, to an access tandem for delivery to the selected Interexchange Carrier of choice.

Telecommunication Relay Service (TRS) Center

Denotes the location of the provider of Telecommunication Relay Service (TRS).

Telephone Company Answering Service Concentrator

Answering Service Concentrator denotes equipment located on the Telephone Company premises which, when used in conjunction with an identifier or similar equipment located at the answering service premises, enables the answering bureau to answer incoming calls for customers at their location without the necessity of having a channel from each customer's location to the bureau's location.

Terminating Direction

The term "Terminating Direction" denotes the use of Access Service for the completion of calls from a customer premises to an End User premises.

Toll Free Database

The term "Toll Free" refers to the use of database technology to determine to which access customer an originating toll free call is to be delivered. An originating toll free call is a call made with the prefix 1+800, 1+888, 1+877, 1+866, 1+855, 1+844, 1+833, or 1+822. The toll free database routes calls to an access customer based on the dialed ten digit toll free number. Initially, the Toll Free Database will provide routing information for calls utilizing 800 and 888 toll free dialing numbers. The Toll Free Database will be expanded, as required, at a later date to include routing for 877, 866, 855, 844, 833, and 822 toll free dialing numbers. Until that time, toll free calls, other than those originated as 1+800 or 1+888, will not be completed.

Transit Network Selection (TNS)

The Transit Network Selection (TNS) parameter is a component of the SS7 Initial Address Message (IAM). It contains the Carrier Identification Code (CIC) and Circuit Code which indicate the specific Interexchange Carrier trunk group that is required to carry the call. The Circuit Code equates to the OZZ with MF Signalling.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

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 channels consisting of any form or configuration of facilities typically used in the telecommunications industry.

Transport Element

The term "Transport Element" denotes a generic term to refer to either Directory Transport or Local Transport as applicable.

Trunk-Side Connection

The term "Trunk-Side Connection" denotes the connection of a transmission path to the trunk side of a local exchange switching system.

Two-Wire to Four-Wire Conversion

The term "Two-Wire to Four-Wire Conversion" denotes an arrangement which converts a four-wire transmission path to a two-wire transmission path to allow a four-wire facility to terminate in a two-wire entity (e.g., a central office switch).

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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.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

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.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

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Virtually-Collocated Interconnection

An arrangement whereby the Collocator's facilities are interconnected to Collocator-provided Telephone Company-owned cable and equipment that is located in a Telephone Company central office building.

WATS Serving Office (WSO)

The term "WATS Serving Office" (WSO) denotes Wire Centers with the technical capability to accept WATS Access Connections (WACs) or WAC extensions.

Wire Center

The term "Wire Center" denotes a building in which one or more central offices, used for the provision of Telephone Exchange Services, are located.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements

2.7.1 Basic Service Level Agreements (Basic SLAs)

Regulations pertaining to Basic SLAs are contained in this tariff as specified following:

Description	Tariff Reference	
Credit Allowance for Service Interruptions	2.7.1.1	(T)
Missed Installation Due Dates	2.7.1.2	(T)

Certain material previously found on this page can now be found on Original Page 2-83.14.

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2. General Regulations (Cont'd)
2.7 Service Level Agreements (Cont'd)
2.7.1 Basic Service Level Agreements (Basic SLAs)

2.7.1.1 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 tariff. An interruption period starts when the Telephone Company personnel are notified by the customer that the service is inoperative.

When a Special Access service is provided entirely or in part under this tariff, and a service interruption credit applies, only a single credit allowance will be issued, per interruption, for such a service (thus, the customer will not receive a credit allowance under this tariff if the customer receives a credit allowance outside of this tariff for the same service interruption). (N)

(B) When a Credit Allowance Applies

Subject to Section 2.7.4(B) following, in case of an interruption to any service, credit allowance for the period of interruption shall be as follows:

(1) For services other than those mentioned in 9.4(I)(1), (2), and (3), credits for interruption shall be:

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.1 Basic Service Level Agreements (Basic SLAs) (Cont'd)

2.7.1.1 Credit Allowance for Service Interruptions (Cont'd)

(B) When A Credit Allowance Applies (Cont'd)

(1) (Cont'd)

(a) Switched Access and Directory Assistance

No credit shall be allowed for an interruption of less than 24 hours. The customer shall be credited in increments of 24 hours at the rate of 1/30 of the monthly charge for the service for each period of 24 hours or major fraction thereof that the interruption continues. Each interruption in excess of twelve hours and up to 24 hours will result in a 24 hour credit being applied. For Switched Transport, the provisions as set forth in (b) following shall apply.

(b) Non-Competitive End User Channel Terminations or Switched Transport

No credit shall be allowed for an interruption of less than thirty (30) minutes. When service is interrupted for 30 minutes or more, credit is allowed for the portion of the service affected in 1/2 hourly multiples for each 1/2 hour period or major fraction thereof of interruption. Each interruption in excess of 15 minutes and up to 30 minutes will result in a 30 minute credit being applied. The amount of credit is the proportionate part of the monthly charge, based on 24 hour daily service. (D)

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements

2.7.1 Basic Service Level Agreements (Basic SLAs)

2.7.1.1 Credit Allowance for Service Interruptions (Cont'd)

(B) When A Credit Allowance Applies (Cont'd)

(1) (Cont'd)

(b) Non-Competitive End User Channel Terminations or Switched Transport (Cont'd) (T) (D)

When a Switched Access direct trunked facility experiences an interruption of service, a credit will be applied for the facility itself. When a customer who has both Direct Trunked and Tandem Access facilities experiences an interruption of service, the customer will receive a credit based on the traffic on the out-of-service facility that is diverted to the tandem and charged at tandem rates.

The MOU credit will be derived by assuming 9000 MOU per trunk per month. Therefore, the daily credit would be limited to 300 MOU per trunk.

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2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.1 Basic Service Level Agreements (Basic SLAs) (Cont'd)

2.7.1.1 Credit Allowance for Service Interruptions (Cont'd)

(B) When A Credit Allowance Applies (Cont'd)

(1) (Cont'd)

(b) Non-Competitive End User Channel Terminations or Switched Transport (Cont'd) (T) (D)

For example, if a DS1 carrying 24 trunks is out-of-service for 4 hours, the down-time is equal to 240 minutes. The customer would be credited for 240 MOU per working trunk. The 240 is less than the 300 MOU daily limit; therefore:

240	minutes out-of-service
X 24	trunks
5,760	MOU credit multiplied by tandem switching rate, fixed per MOU rate and the per mile per MOU rate.

If a DS1 carrying 24 trunks is out-of-service for 8 hours, the credit would be determined as follows:

8 hours X 60 minutes = 480 (total minutes out-of-service for one trunk). The daily MOU credit is limited to 300 per day. Since the out-of-service time exceeds the maximum daily credit, the customer will receive the maximum credit of 300 MOU multiplied by the number of working trunks.

This credit is only applicable if the customer has purchased tandem trunks to the tandem that serves the end office where the out-of-service Direct Trunked facility terminates.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.1 Basic Service Level Agreements (Basic SLAs) (Cont'd)

2.7.1.1 Credit Allowance for Service Interruptions (Cont'd)

(B) When A Credit Allowance Applies (Cont'd)

(1) (Cont'd)

(c) Special Federal Government Access Services and Specialized Service or Arrangements

Service interruptions for Special Federal Government Access Services and Specialized Service or Arrangements provided under the provisions of Sections 10 and 12 following shall be administered in the same manner as those set forth in this Section 2.7.1.1 unless other regulations are specified with the individual case filing.

(2) Credit allowances for interruptions to Switched Access Service and Directory Assistance Service apply to any applicable monthly rates.

(3) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the monthly rate for the service interrupted in any one monthly billing period.

(4) For Digital Data Access, DA1-4, High Capacity, HC1, Non-Competitive End User Channel Terminations, and for Switched Transport, any period during which the error performance is below that specified for the service will be considered as an interruption.

(5) Reserved.

(6) Reserved. (C)

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2. General Regulations (Cont'd)
2.7 Service Level Agreements
2.7.1 Basic Service Level Agreements (Basic SLAs)
2.7.1.1 Credit Allowance for Service Interruptions (Cont'd)
(B) When A Credit Allowance Applies (Cont'd)
(7) Reserved (C)
(D)

(D)

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2. General Regulations (Cont'd)

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2. General Regulations (Cont'd)
2.7 Service Level Agreements (Cont'd)
2.7.1 Basic Service Level Agreements (Basic SLAs) (Cont'd)
2.7.1.1 Credit Allowance for Service Interruptions
(B) When A Credit Allowance Applies (Cont'd)

(8) Reserved (C)

(D)

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(9) Reserved (C)

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements

2.7.1 Basic Service Level Agreements (Basic SLAs)

2.7.1.1 Credit Allowance for Service Interruptions (Cont'd)

(B) When A Credit Allowance Applies (Cont'd)

(10) Reserved (C) (D) (D)

(11) For those services provided in rate bands, only one credit is allowed in a single month's billing period. Credits for DS3 Entrance Facility Channel Terminations will be based upon the rate effective and rate band applicable to the customer at the time of service failure.

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2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

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2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.1 Basic Service Level Agreements (Basic SLAs) (Cont'd)

2.7.1.1 Credit Allowance for Service Interruptions (Cont'd)

(D)

(D)

(C) When A Credit Allowance Does Not Apply

Services will not be eligible for credits when any of the conditions set forth in Section 2.7.4(B) following exist.

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2. General Regulations (Cont'd)

2.7 Service Level Agreements

2.7.1 Basic Service Level Agreements (Basic SLAs)

2.7.1.1 Credit Allowance for Service Interruptions (Cont'd) (T)(x)

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

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 tariffed 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. (M)(x)

(x) Certain material on this page formerly appeared on Original Page 2-43.

2. General Regulations (Cont'd)

2.7 Service Level Agreements

2.7.1 Basic Service Level Agreements (Basic SLAs) (Cont'd)

2.7.1.2 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 or the applicable nonrecurring charges billed to the customer for that service when the responsibility for the failure is solely the Telephone Company's. 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 2.1.3 preceding.

(B) Services Subject To The Credit

Subject to Section 2.7.4(A) following, nonrecurring installation charges (as specified in 7.4.1) will be credited for a missed service date on the following Special Access services:

Digital Data Service
DS1 High Capacity Service
DS3 Special Access High Capacity Services

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(D)

(C) When a Credit Allowance Does Not Apply

Services will not be eligible for credits when any of the conditions set forth in Section 2.7.4(A) following exist.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements

2.7.2 Enhanced Service Level Agreements (Enhanced SLAs)

Regulations pertaining to Enhanced SLAs are contained in this tariff as specified following:

Description	Tariff Reference	
Reserved for Future Use	2.7.2.1	(C)
Reserved for Future Use	2.7.2.2	
Reserved for Future Use	2.7.2.3	
Reserved for Future Use	2.7.2.4	

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2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.2 Enhanced Service Level Agreements (Enhanced SLAs)

2.7.2.1 Reserved for Future Use (C)

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2. General Regulations (Cont'd)

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2.7 Service Level Agreements (Cont'd)

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2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

2.7.4 When a Credit Allowance Does Not Apply

(A) On Time Provisioning

This Section 2.7.4(A) applies to and supplements Section 2.7.1.2 preceding. Services will not be included in performance measurements and credits will not apply, when: (D)

(1) Provision of service is delayed or prevented due to the acts or omissions of the customer or a party authorized by the customer to use the service; or

(2) Provision of service is delayed or prevented due to failures in power, equipment, service, or systems provided by the customer or by persons other than the Telephone Company; or

(3) The customer's premises is inaccessible; or

(4) The customer changes the order after receiving the confirmed Due Date from the Telephone Company; or

(5) The customer changes its interface requirements; or

(6) The customer is not ready to accept service; or

(7) Independent Telephone Companies are involved in the service installation; or

(8) Building facilities are not ready (includes space, cable support structures, building risers, and entrance facilities to be provided by persons other than the Telephone Company); or

(9) The customer orders termination beyond the Network Interface; or

(10) The installation requires Special Construction as set forth in Section 5.1.3 following; or

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

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

(A) Missed Installation Due Dates/On Time Provisioning (Cont'd)

(11) The customer requests Specialized Service or Arrangements as set forth in Section 12 following or services for which rates were developed on an individual case basis (ICB); or

(12) The order is for Service Changes, or Moves as described in Section 7.4.1(C)(3) and 7.4.5(A) following, respectively; or (D) (D)

(13) Provision of service is delayed or prevented due to the Telephone Company's provision of National Security Emergency Preparedness telecommunications service as described in Section 10.8.1(D) following; or

(14) A delay or failure in the provision of service is required, permitted or excused by this Tariff; or

(15) Provision of service is delayed or prevented due to acts of God or the public enemy, compliance with any law or any regulation or order of any governmental authority, acts of terrorism, war, rebellion, insurrection or sabotage or damage resulting therefrom, fires, floods, earthquakes, volcanic action, unusually severe weather, explosions, washouts, rules and regulations with regard to common carriers, accidents, epidemics, riots, strikes or other concerted acts of employees, whether direct or indirect, lockouts or other industrial disturbances, whether direct or indirect, worms, viruses or other contaminants that may cause damage to or disable software, computer or electronic systems, or any similar cause, or other causes beyond the Telephone Company's reasonable control.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

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

(B) Service Interruptions/Mean Time to Restore/Availability

This Section 2.7.4(B) applies to and supplements Section 2.7.1.1 preceding. Services will not be included in performance measurements and credits will not apply: (D)

(1) When the customer fails to report the interruption to the Telephone Company; or (D)

(2) When the interruption was caused by the act or omission of the customer or a party authorized by the customer to use the service; or

(3) When the interruption was due to the failure of power, equipment, service, or systems provided by the customer or persons other than the Telephone Company; or

(4) For any period in which the Telephone Company is not afforded access to the premises where the service is terminated; or

(5) When the customer has released the 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 this Section 2.7 applies); or

(6) For any period of scheduled maintenance or scheduled downtime where the customer has received prior notification from the Telephone Company; or

(7) When interruptions occur or continue because of the failure of the customer to authorize the replacement of any element of special construction, as set forth in the Interstate Special Construction Tariffs as mentioned in Section 1.5 preceding; or

ACCESS SERVICE

2. General Regulations (Cont'd)

2.7 Service Level Agreements (Cont'd)

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

(B) Service Interruptions/Mean Time to Restore/Availability (Cont'd)

(8) For periods when the customer elects not to release the service for testing and/or repair; or

(9) For periods of temporary discontinuance as set forth in Section 2.2.1(B) preceding; or

(10) When an interruption is required, permitted or excused by this Tariff; or

(11) For interruptions, failures or delays due to acts of God or the public enemy, compliance with any law or any regulation or order of any governmental authority, acts of terrorism, war, rebellion, insurrection or sabotage or damage resulting therefrom, fires, floods, earthquakes, volcanic action, unusually severe weather, explosions, washouts, rules and regulations with regard to common carriers, accidents, epidemics, riots, strikes or other concerted acts of employees, whether direct or indirect, lockouts or other industrial disturbances, whether direct or indirect, worms, viruses or other contaminants that may cause damage to or disable software, computer or electronic systems, or any similar cause, or other causes beyond the Telephone Company's reasonable control. (D)

(12) For an interruption, or a group of interruptions resulting from a common cause, for amounts less than five dollars; or

(13) For an interruption or a group of interruptions on switched access service during a billing period when the customer's usage exceeds the minimum requirements.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.8 Sale or Transfer of a Verizon Operating Telephone Company's Assets and/or Stock to an Unaffiliated Third Party (N)

This Section 2.8 shall apply: (i) if the Telephone Company sells or transfers all or a portion of the assets or stock of a Verizon Operating Telephone Company (e.g., Verizon New Jersey Inc.) to an unaffiliated third party ("**Transfer**"); and (ii) a service offering or Service Level Agreement (SLA) of this tariff as referenced in this Section 2.8 does not include terms and conditions relating to a Transfer.

2.8.1 General

The terms and conditions set forth in Section 2.8.2 following shall apply:

(A) when a customer subscribes to a service offering under this tariff that aggregates the customer's purchases from the Telephone Company to measure compliance with such service offering or the customer participates in a SLA that aggregates the customer's measured transactions, and:

(B) the service offering or SLA does not include terms and conditions pertaining to a Transfer; and

(C) as a result of the Transfer, one or more of the following conditions occur solely as a result of the Telephone Company no longer providing the same quantity of services:

(1) the customer no longer satisfies the minimum requirements of the service offering or SLA;

(2) the customer is subject to a related penalty, termination liability or cancellation;

(3) the customer is subject to a change in the tier of a volume table or a rate table; and

(4) the customer is subject to a change in the rate level of the service offering.

2.8.2 Undertaking of the Telephone Company Following a Transfer

When the conditions set forth in 2.8.1 preceding exist, the Telephone Company will utilize the following terms and conditions, as applicable.

(A) If the service offering includes specific minimum ordering requirements for participation, or requires that the customer achieve a minimum number of services, minimum number of rate elements, and/or minimum revenue within a specific geographic area in order to continue its subscription to the service offering or participation in a pricing plan for such service offering (each, a **Minimum Requirement**), the Telephone Company will apply the terms and conditions of this Section 2.8.2(A). The following service offerings have Minimum Requirements that are subject to this Section 2.8.2(A): (N)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.8 Sale or Transfer of a Verizon Operating Telephone Company's Assets and/or Stock to an Unaffiliated Third Party (Cont'd)

2.8.2 Undertaking of the Telephone Company Following a Transfer (Cont'd)

(A) (Cont'd)

- Directory Assistance Service as set forth in Section 9 following
- InterLATA Operator Services as set forth in Section 13.3.13 following

(D)
(D)

- Call Management Signaling Service as set forth in Section 20.1.2 following

In the event of a Transfer, the following applies.

(1) The Telephone Company will, consistent with the service offering, determine if the customer satisfies the Minimum Requirement for the service offering with the reduced quantity of services the Telephone Company provides to the customer following the Transfer; and

2. General Regulations (Cont'd)

2.8 Sale or Transfer of a Verizon Operating Telephone Company's Assets and/or Stock to an Unaffiliated Third Party (Cont'd)

2.8.2 Undertaking of the Telephone Company Following a Transfer (Cont'd)

(A) (Cont'd)

(2) if the customer does not satisfy the Minimum Requirement following the Transfer, determine if the customer would have satisfied the Minimum Requirement had the Transfer not occurred. If the customer would have satisfied the Minimum Requirement had the Transfer not occurred, then no further action shall be taken and the customer will be considered to have satisfied the Minimum Requirement. If the customer would not have satisfied the Minimum Requirement had the Transfer not occurred, then the terms and conditions for such result shall apply under the applicable service offering, except that the calculation of any penalty associated with not satisfying the Minimum Requirement shall be reduced pro-rata to reflect the Transfer. Upon renewal of the customer's commitment period for such service offering or subsequent subscription to such service offering, as applicable, the terms and conditions set forth in the applicable section(s) of this the tariff shall apply, including satisfying the Minimum Requirement for such service offering using only the quantity of services the customer purchases from the Telephone Company at the time of renewal or subsequent subscription.

For example, assume Verizon Virginia LLC transfers a portion of its assets to an unaffiliated third party. Further assume that a customer subscribes to Call Management Signaling Service under Section 20.1.2 following which has a minimum monthly billing of one million (1,000,000) call signals per month. Also assume that following the Transfer, the volume of call signals recorded for the customer at the next scheduled review is nine hundred fifty thousand (950,000), and that an estimated one hundred thousand (100,000) call signals were associated with the services transferred to the unaffiliated third party. In this case, the Telephone Company would determine if the customer would have satisfied the minimum number of call signals had the Transfer not occurred by adding (i) the estimated number of call signals associated with the services transferred to the unaffiliated third party and; (ii) the recorded number of call signals for the period of review [950,000 + 100,000 = 1,050,000 call signals]. Based on this calculation, the customer would have satisfied the Minimum Requirement and will not incur any shortfall charges. However, if the result of such calculation was that the customer still did not satisfy the Minimum Requirement for the service, then the terms and conditions for such result shall apply under Section 20.1.2 following, except that the calculation of shortfall charges shall be reduced pro-rata to reflect the Transfer. (T)

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2. General Regulations (Cont'd)

2.8 Sale or Transfer of a Verizon Operating Telephone Company's Assets and/or Stock to an Unaffiliated Third Party (Cont'd)

(D)

(D)

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2. General Regulations (Cont'd)

2.8 Sale or Transfer of a Verizon Operating Telephone Company's Assets and/or Stock to an Unaffiliated Third Party (Cont'd)

2.8.2 Undertaking of the Telephone Company Following a Transfer (Cont'd)

(C) Reserved. (C)

(D)
(D)

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2. General Regulations (Cont'd)

(D)

(D)

Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 20005

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2. General Regulations (Cont'd)

2.8 Sale or Transfer of a Verizon Operating Telephone Company's Assets and/or Stock to an Unaffiliated Third Party (Cont'd)

2.8.2 Undertaking of the Telephone Company Following a Transfer (Cont'd)

(D) For Service Level Agreements (SLAs), a customer who participates in one of such SLAs prior to a Transfer shall continue with such SLA for the balance of the subscription term, regardless of whether or not the customer is able to satisfy the requirement(s) of the SLA using the reduced quantity of services the Telephone Company provides to the customer following a Transfer. The following SLAs are subject to this Section 2.8.2(D): (D)

Service Response Credits as set forth in Section 2.7.3.3 preceding. (T)

(D)

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2. General Regulations (Cont'd)

2.9 Technology Migration

(A) General

When a customer (for purposes of this Section 2.9, the term customer includes an Interexchange Carrier or Interexchange Common Carrier, an End User, or a Collocator, each as defined in Section 2.6 preceding) who subscribes to a DS1 High Capacity Service Term Pricing Plan under Section 7.4.17 following, a DS3 High Capacity Service Term Pricing Plan under Section 7.4.13 following, Commitment Discount Plan (CDP) under Section 25.1 following, or National Discount Plan (NDP) under Section 25.3 following wishes to disconnect certain Special Access High Capacity Services (each a **Hi-Cap Disconnect**) in order to replace them with a Telephone Company provided Ethernet private line service or a Telephone Company provided switched Ethernet service (each such service hereinafter referred to individually or collectively as a **Replacing Service** and each such replacement hereinafter referred to as a **Technology Migration**), the terms and conditions that apply to such Technology Migration are as follows: (D) (D)

(1) For customers who subscribe to a DS1 High Capacity Service Term Pricing Plan, this Section 2.9 applies to all of its Technology Migrations ordered on or after December 2, 2010.

(2) For customers who subscribe to a DS3 High Capacity Service Term Pricing Plan, this Section 2.9 applies to all of its Technology Migrations ordered on or after December 2, 2010.

(D)
|
(D)

(3) For customers who subscribe to a CDP, this Section 2.9 applies to Technology Migrations ordered on or after December 2, 2010. (T)

(4) For customers who subscribed to an NDP prior to December 2, 2010, the customer may choose to apply either the upgrade terms and conditions set forth in Section 25.3.7 following to a Technology Migration or the terms and conditions for a Technology Migration set forth in this Section 2.9. The terms and conditions that the customer chooses for the first such order placed on or after December 2, 2010 shall be the same terms and conditions that will apply to all of the customer's subsequent Technology Migration orders during the remainder of the current term commitment. (T)

For customers who subscribe to an NDP on or after December 2, 2010, or renew their subscription to an NDP on or after December 2, 2010, this Section 2.9 applies to each Technology Migration ordered on or after December 2, 2010.

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2. General Regulations (Cont'd)

2.9 Technology Migration (Cont'd) (N)

(B) In the event a customer fails to specify the provision to be applied under (A)(5) preceding, the Telephone Company will apply the regulations in this Section 2.9 for the initial Technology Migration order submitted and for all future Technology Migration orders the customer submits during the remainder of the current term commitment.

2.9.1 Service Under a DS1 High Capacity Service Term Pricing Plan

(A) Termination liability will not apply to a Technology Migration of a service under a DS1 High Capacity Service Term Pricing Plan if all of the requirements in Section 2.9.6 following are satisfied for that service.

(B) The customer remains responsible for satisfying any Minimum Period obligations on the service(s) being disconnected.

2.9.2 Service Under a DS3 High Capacity Service Term Pricing Plan

(A) Termination liability will not apply to a Technology Migration of a service under a DS3 High Capacity Service Term Pricing Plan if all of the requirements in Section 2.9.6 following are satisfied for that service.

(B) The customer remains responsible for satisfying any Minimum Period obligations on the service(s) being disconnected. (N)

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2. General Regulations (Cont'd)

2.9 Technology Migration (Cont'd)

2.9.3 Reserved for Future Use (C)

(D)

(D)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.9 Technology Migration (Cont'd)

2.9.4 Service Under a Commitment Discount Plan# (T)

(A) Effect on CDP True-Up for Each Service Type or Combined Service Type

In the first true-up following a Technology Migration and in all subsequent true-ups until the expiration of the current term commitment, the Telephone Company will include, for each Hi-Cap Disconnect that was replaced by a Replacing Service on or after December 2, 2010, the number of DS0 equivalents for the Hi-Cap Disconnect in the calculation of the average number of DS0 equivalents which were actually in service over the preceding six (6) months as if such Hi-Cap Disconnect had never occurred. Only those services that satisfy all of the requirements set forth in Section 2.9.6 following will be included in this calculation. The true-up process for a CDP is described in Section 25.1.7 following.

Upon renewal of the customer's CDP, the DS0 equivalents of each Technology Migration that occurred during the expiring term commitment will not be included in the true-up calculations of the renewal term. However, for each Hi-Cap Disconnect that is replaced by a Replacing Service during the renewal term, the Telephone Company will include the number of DS0 equivalents for such Technology Migration in the true-up calculations in the same manner that such DS0 equivalents were included in the expiring term commitment.

(B) The customer remains responsible for satisfying any Minimum Period obligations on the service(s) being disconnected.

Subject to Section 1.1 preceding, the Telephone Company manages a CDP as a single plan, and a true-up includes all of the CDP services included in that CDP. (N)

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2. General Regulations (Cont'd)

2.9 Technology Migration (Cont'd)

2.9.5 Service Under a National Discount Plan# (T)

(A) Effect on NDP Annual True-Up

In the first Annual True-Up following a Technology Migration and in all subsequent Annual True-Ups until the expiration of the current term commitment, the Telephone Company will include the following in the calculation of the average number of equivalent DS1 CTs and equivalent DS1 CMs which were actually in service over the preceding twelve (12) months:

One hundred percent (100%) of the number of equivalent DS1 CTs and the number of equivalent DS1 CMs for each DS1 or DS3 Hi-Cap Disconnect that was replaced by a Replacing Service on or after December 2, 2010 as if such Hi-Cap Disconnect had never occurred; and

Upon renewal of the customer's NDP, the equivalent DS1 CTs and equivalent DS1 CMs of each Technology Migration that occurred during the expiring term commitment will not be included in the Annual True-Up calculations of the renewal term. However, for each Hi-Cap Disconnect that is replaced by a Replacing Service during the renewal term, the Telephone Company will include the number of equivalent DS1 CTs and the number of equivalent DS1 CMs for such Technology Migration in the Annual True-Up calculations in the same manner that such equivalent DS1 CTs and equivalent DS1 CMs were included in the expiring term commitment.

Only those services that satisfy all of the requirements set forth in Section 2.9.6 following will be included in this calculation. The Annual True-Up process for an NDP is described in Section 25.3.7 following.

(B) The customer remains responsible for satisfying any Minimum Period obligations on the service(s) being disconnected.

Subject to Section 1.1 preceding, the Telephone Company manages a National Discount Plan as a single plan, and the Annual True-Up includes all of the National Discount Plan services included in that National Discount Plan. (N)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.9 Technology Migration (Cont'd)

2.9.6 Requirements For a Technology Migration

In order to qualify for a waiver of termination liability under either Section 2.9.1 or 2.9.2 preceding, or to qualify for the true-up calculations under Section 2.9.4 preceding for a CDP, or Section 2.9.5 preceding for NDP, all of the following requirements must be satisfied. (D)

(A) Length of Commitment Requirements

If one (1) Hi-Cap Disconnect is replaced with one (1) Replacing Service, the Replacing Service must be purchased with a term commitment equal to or longer than the number of months remaining in the term commitment of the Hi-Cap Disconnect. If the Replacing Service does not offer a term commitment that is equal to or longer than the number of months remaining in the term commitment for the Hi-Cap Disconnect, then the customer must elect the longest term offered for the Replacing Service in order to satisfy this requirement.

Example: The customer disconnects one (1) DS1 High Capacity Service in order to replace it with one (1) Replacing Service. Assume that the customer has 24 months remaining on the DS1 High Capacity Service term commitment period of 84 months. If the Replacing Service has a term period of at least 24 months, then the customer shall have satisfied this requirement.

If multiple Hi-Cap Disconnects are replaced with one (1) or more Replacing Services, each of the Replacing Services must be purchased with a term commitment equal to or longer than the most number of months remaining on the commitments of any of the Hi-Cap Disconnects. If the Replacing Service(s) does not offer a term commitment that is equal or longer than the most number of months remaining on the commitments of any of the Hi-Cap Disconnects, then the customer must elect the longest term offered for the Replacing Service(s) in order to satisfy this requirement.

Example 1: The customer disconnects two (2) DS1 High Capacity Services in order to replace them with one (1) Replacing Service. Assume that the customer has 24 months remaining on the DS1 High Capacity Service term commitment period of 60 months and 18 months remaining on the DS1 High Capacity Service term commitment period of 36 months. If the Replacing Service has a term period of at least 24 months, then the customer shall have satisfied this requirement.

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2. General Regulations (Cont'd)

2.9 Technology Migration (Cont'd)

2.9.6 Requirements For a Technology Migration (Cont'd) (N)

(A) Length of Commitment Requirements (Cont'd)

Example 2: Assume that in Example 1 above, one of the DS1 High Capacity Services has seventy (70) months remaining on the DS1 High Capacity Services term commitment period of 84 months and that the longest term commitment offered on the Replacing Service is 60 months. The customer would have to elect the 60 month term commitment for its Replacing Service in order to satisfy this requirement.

(B) Bandwidth Requirements

The sum of the bandwidth of the Replacing Service(s) is equal to or greater than the sum of the bandwidth of the Hi-Cap Disconnects.

Example: If a customer disconnects two (2) DS1 High Capacity Services in order to replace them with one (1) 10 Mbps Replacing Service, the customer shall have satisfied this requirement.

(C) Revenue Test Requirements

The Technology Migration must satisfy one of the following revenue tests:

(1) MRC Revenue Test

The MRC Revenue Test requires the current monthly recurring charges (MRCs) of the Replacing Service(s), counting only those discounted rate elements included in the term plan for the Replacing Service(s), be equal to or greater than the MRCs of the Hi-Cap Disconnect(s), counting only those discounted rate elements included in the term plan for the Hi-Cap Disconnect(s).

For example, assume a customer disconnects its DS1 High Capacity Service (Hi-Cap DS1 Disconnect) in order to replace it with a 100 Mbps Replacing Service. Further assume all of the following:

- the Hi-Cap DS1 Disconnect is provided under a DS1 TPP with a commitment period of sixty (60) months at a rate of $220.98 per month for the discounted rate elements; and
- the 100 Mbps Replacing Service is provided under a term plan with a sixty (60) month commitment at a rate of $900.00 per month for the discounted rate elements.

Since the MRC of $900.00 for the 100 Mbps Replacing Service is greater than the MRC of $220.98 for the Hi-Cap DS1 Disconnect, the customer shall have satisfied this requirement. (N)

(Issued under Transmittal No. 1119)

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2. General Regulations (Cont'd)

2.9 Technology Migration (Cont'd)

2.9.6 Requirements For a Technology Migration (Cont'd) (N)

(C) Revenue Test Requirements (Cont'd)

(2) Overall Value/Revenue Test

The Overall Value/Revenue Test requires the overall value of the Replacing Service(s) be equal to or greater than the overall value of the remaining months of the current term commitment of the Hi-Cap Disconnect(s). The overall value of the Replacing Service(s) is calculated by multiplying the MRCs for the Replacing Service(s), counting only those discounted rate elements included in the term plan for the Replacing Service(s), by the number of months in the term commitment. The overall value of the Hi-Cap Disconnect(s) is calculated by multiplying the MRCs currently in effect for the Hi-Cap Disconnect(s), counting only those discounted rate elements included in the term plan for the Hi-Cap Disconnect(s), by the total remaining months in the current term commitment.

For example, using the same assumptions in the example for the MRC revenue test in (1) preceding, further assume the customer disconnects the DS1 High Capacity Service in month thirty-six (36) of the 60 month commitment period (twenty-four (24) months remaining in the commitment period of the DS1 TPP for the Hi-Cap DS1 Disconnect).

Based on the above, the overall value of the Hi-Cap DS1 Disconnect is $5,303.52 ($220.98 x 24 months remaining) and the overall value of the 100 Mbps Replacing Service is $54,000 ($900.00 x 60 months). Since the overall value of the 100 Mbps Replacing Service is greater than the overall value of the Hi-Cap DS1 Disconnect, the customer would have met this requirement. (N)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.9 Technology Migration (Cont'd)

2.9.6 Requirements For a Technology Migration (Cont'd)

(D) Terminating Location Requirements

Terminating locations include End User locations, Interexchange Carrier locations, physical or virtual CIS locations pursuant to Section 19 following, Primary Premises and Secondary Premises.

(1) One Hi-Cap Disconnect Replaced by One Replacing Service

The terminating location(s) of the Replacing Service must satisfy one of the following requirements:

(a) For service provided between two End User locations, at least one of the locations of the Replacing Service must be the same as one of the locations of the Hi-Cap Disconnect; or (D)

(b) For service provided between an Interexchange Carrier location or a physical or virtual CIS location and an End User location, one of the locations of the Replacing Service must be the same as the End User location of the Hi-Cap Disconnect; or

(c) For a multiplexed facility provided between an Interexchange Carrier location, a physical or virtual CIS location, or an End User location and a Telephone Company Hub where multiplexing functions are performed, one of the locations of the Replacing Service must be the same as the Interexchange Carrier location, physical or virtual CIS location, or End User location, respectively, of the Hi-Cap Disconnect; or

(d) For service provided between a Primary Premises and a Secondary Premises, one of the locations of the Replacing Service must be the same as the Secondary Premises location of the Hi-Cap Disconnect.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.9 Technology Migration (Cont'd)

2.9.6 Requirements For a Technology Migration (Cont'd)

(D) Terminating Locations (Cont'd)

(2) Multiple Hi-Cap Disconnects Replaced by One or More Replacing Service(s)

When multiple Hi-Cap Disconnects are replaced by one or more Replacing Service(s), at least one of the locations for each of the Replacing Service(s) must be the same location as each of the End User locations or Secondary Premises, as applicable, of each of the Hi-Cap Disconnects, except where the locations involved are two (2) End User locations in which case at least one of the (D)
locations for each of the Replacing Service(s) must be the same as one of the End User locations of each of the (D)
Hi-Cap Disconnects.

Example where both locations are End User locations: The customer has a DS1 High Capacity Service between locations A and B and a DS1 High Capacity Service between locations C and D. The two Replacing Services are between locations B and E and between locations D and F. Since each DS1 High Capacity Service has one location in common with its Replacing Service, this requirement is satisfied.

Example where all locations are End User locations: The customer has three (3) DS1 High Capacity Services between locations A and B, C and D, and E and F. The two Replacing Services are between locations B and X and between locations D and Y. Since the Replacing Services do not have a common location with the DS1 High Capacity Service between locations E and F, this requirement is not satisfied. However, if the customer qualifies for a one-for-one replacement under (D)(1) preceding, this requirement would be satisfied for two of the DS1 High Capacity Services. The DS1 High Capacity Service between locations E and F, for which no common location exists, would not meet the requirements for a Technology Migration.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.9 Technology Migration (Cont'd)

2.9.6 Requirements For a Technology Migration (Cont'd) (N)

(E) Timing Requirements

The order for each Hi-Cap Disconnect must be completed within three (3) months of the date that the Replacing Service(s) is installed. Failure to disconnect each Hi-Cap Disconnect within three (3) months will result in the customer not satisfying this requirement.

(F) Notification Requirements

Within ten (10) business days of the date the Replacing Service(s) is ordered, the customer must provide the Telephone Company with the all of following:

(1) the circuit identification number(s) of each Hi-Cap Disconnect; and

(2) the circuit identification number(s) of the Replacing Service(s); and

(3) the terminating locations of the services involved (including both the Replacing Service(s) and the Hi-Cap Disconnect(s)).

Failure to provide such information within the stated timeframe will result in the customer not satisfying this requirement. (N)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.10 Customer Notices

When the Telephone Company is required to notify a customer under this tariff, the Telephone Company will provide notice by appropriate method that the Telephone Company, in its sole discretion, determines to be appropriate for the circumstances, including, by way of example: (i) posting the notice on a Telephone Company website, (ii) by bill insert or bill message, (iii) by letter or postcard via U.S. Postal Service, or by overnight delivery, to the customer's billing address or other address available in the Telephone Company's records, (iv) by a call to the customer's billed telephone number, (v) by an email to a customer email address specified by the customer or otherwise available in the Telephone Company's records, or (vi) electronic communication via a Telephone Company ordering system interface. Although the Telephone Company under certain circumstances may provide notice of a particular subject matter via more than one of the foregoing methods, such multiple notices are not required at any time, and a single notice via a single method is sufficient. If applicable law requires a particular method of notice, the Telephone Company shall use the method required by applicable law. All notices provided in accordance with this section shall be effective and binding. (C)(x)

(x) Certain material on this page formerly appeared on 3rd Revised Page 2-7, 4th Revised Page 2-9, and 2nd Revised Page 2-10.