1. Tariff Information and General Regulations
1.1 General

1.1.1	Concurring, Connecting and Other Participating Carriers
A.	There are no concurring, connecting or other participating carriers.

1.1.2	Tariff Structure
A.	The tariff is divided into parts which are structured alphabetically, (e.g., Parts A, B, C, etc.). Each part is subdivided into sections which are structured numerically, (e.g., Section 1, 2, 3 etc.).

1.1.3	Page Revisions	
A.	As a result of regulatory or marketing initiatives, tariff pages are revised and filed with the DTC on a continual basis. When tariff pages are filed, they show an issued and effective date (see page bottom). The issued date is the day upon which the pages were filed. The effective date is 30 days following the issued date, or the date upon which the pages have been ordered to become effective.	(T)
B.	Each tariff page displays unique page identification information (see page top right). The first issuance of a page is labeled as the original. Future revisions are issued sequentially as follows, first revision, second revision, third revision, etc. Revised pages cancel effective pages. The effective page is the foundation upon which all revisions are made.	
C.	**Supplement Numbers—** Tariff pages are occasionally issued as supplements. This occurs when the page being filed is already pending DTC decision in another regulatory initiative. When the pending page becomes effective and the supplement page becomes effective as well, it becomes necessary to incorporate the revisions contained on the supplement page into a standard number tariff page. The incorporation will generally occur in the next regulatory initiative in which that page is involved.	(T)

1.1.4	Tariff Codes
A.	Appearing in the right margins of tariff pages are upper case alphabetical characters enclosed in parenthesis. These characters represent a coding mechanism to explain the modification that has been made from one page revision to the next. The tariff codes are as follows.
1.	(C)—A change in regulation
2.	(D)—A deletion due to discontinuance of a rate or regulation
3.	(I)—A rate that has been increased
4.	(N)—A new regulation or rate
5.	(R)—A rate that has been decreased

1. Tariff Information and General Regulations
1.1 General

1.1.4	Tariff Codes
A.	(Continued)
6.	(S)—The incorporation of approved material issued under a Supplement
7.	(T)—Text that has changed without causing a change in regulation
8.	(X)—Text that has been moved from one page to another

1. Tariff Information and General Regulations
1.2 Referencing

1.2.1	Reference to Other Tariffs	
A.	Whenever reference is made in this tariff to other tariffs of the Telephone Company, the reference is to the tariffs in force as of the effective date of this tariff, and to amendments thereto and successive issues thereof. The regulations, rates and charges contained herein are in addition to the applicable terms and conditions, rates and charges specified in other tariffs or the Product Guide of the Telephone Company which are referenced herein.	(T)

1.2.2	Reference to Other Publications
A.	Technical Reference documents (referenced as NIP–XXXX, NTR–XXXX) can be obtained from Manager, Technology Selection Management, Network and Technical Planning, 1166 Avenue of the Americas, Room 11015, NY, NY 10036.
B.	PUB AS No. 1, Issue II and Addendum can be obtained from National Exchange Carrier Association, Inc., Director–Tariff and Regulatory Matters, 100 S. Jefferson Rd., Whippany, NJ 07981 and the FCCs commercial contractor.
C.	NECA Tariff FCC No. 4 can be obtained from the FCCs commercial contractor.
D.	Other Technical publications (referenced as PUB, TR–NPL, TR–TSV, TR–TSY, BR, CB, GR or SR) can be obtained from Bell Communications Research, Inc. Distribution Storage Center, 60 New England Ave., Piscataway, NJ 08854.
E.	American National Standards Institute standards publications can be obtained from ANSI, 1430 Broadway, NY, NY 10018 or on the internet at ansi.org/public/std_info.html.

1.2.3	Trademarks and Service Marks	
A.	Refer to the MA Product Guide and DTC MA No. 15 tariff.	(T)

1.2.4	Reference to Competitive Local Exchange Carriers (CLEC) and Telecommunications Carriers (TC) as Customers	
A.	When the following terms are used in this tariff, the use of one term versus another is based upon the specific service offering being described, and the context of the situation under which the service is provided. The customer's use of one term over another is not meant to indicate that regulations, rates and charges contained through this tariff do not apply to the customer should the customer interchangeably use these terms when assigning reference to themselves.	
1.	**Competitive Local Exchange Carrier—** A facilities based carrier that meets all of the following criteria.	
a.	Is authorized by the DTC to provide local exchange services as a facilities based carrier.	(T)

1. Tariff Information and General Regulations
1.2 Referencing

1.2.4	Reference to Competitive Local Exchange Carriers (CLEC) and Telecommunications Carriers (TC) as Customers	
A.1.	(Continued)	
b.	Provides reciprocal interconnection arrangements under tariff or contract to all local exchange carriers upon request	(X)
c.	Complies with industry standards on all matters such as technical interconnection standards and billing standards	(X)

1. Tariff Information and General Regulations
1.2 Referencing

1.2.4	Reference to Competitive Local Exchange Carriers (CLEC) and Telecommunications Carriers (TC) as Customers
A.	(Continued)
d.	Participates in intercarrier compensation arrangements and provides data for such arrangements required according to industry standards and practices.
2.	**Telecommunications Carrier (TC)—** Synonymous with the term CLEC.

1. Tariff Information and General Regulations
1.3 Tariff Terminology

1.3.1 Abbreviations		
ADSL	Asymmetrical Digital Subscriber Line	(N)
BFR	Bona Fide Request	
CLEC	Competitive Local Exchange Carrier	
DCAS	Direct Customer Access System	
FDF	Fiber Distributing Frame	
HDSL	High-Bit Rate Digital Subscriber Line	(N)
IC	Interexchange Carrier	
IDSL	Integrated Digital Subscriber Line	(N)
ITC	Independent Telephone Company	
NDR	Network Design Request	
OC	Optical Carrier	
POT	Point of Termination	
SCP	Service Control Point	
SDSL	Symmetrical Digital Subscriber Line	(N)
SS7	Signaling System 7	
STP	Signal Transfer Point	
STS-1	Synchronous Transport Signal-Level 1	
TC	Telecommunications Carrier	
USOC	Universal Service Order Code	

1.3.2 Definitions

800 Service Provider—Any telecommunications service provider, (i.e., Interexchange Carrier, Telecommunications Carrier, Local Exchange Carrier), that provides 800 database access service to an end user.

1. Tariff Information and General Regulations
1.3 Tariff Terminology

1.3.2 Definitions

Access Code—A sequence of numbers which, when dialed, will connect the caller to the provider of services associated with that sequence. An access code denotes a uniform five or seven digit code assigned by the Telephone Company to an individual CLEC. The five digit code has the form 10XXX and the seven digit code has the form 101XXXX. (X) (X)

1. Tariff Information and General Regulations
1.3 Tariff Terminology

1.3.2 Definitions
Access Tandem—A switching system that provides traffic concentration and distribution functions for interexchange traffic originating/terminating within a LATA. The access tandem provides the interexchange carrier with access to more than one end office within the LATA. More than one access tandem may be required to provide access to all end offices within a LATA.
Act—The Communications Act of 1934 (47 U.S.C. 151 et seq.), as amended by the Telecommunications Act of 1996, and as, from time to time, interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.
Affiliate—As Defined in the Act means a person or entity that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person or entity, whereby "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent.
Answer/Disconnect Supervision—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.
Bona Fide Request Process—The process that prescribes the terms and conditions pursuant to which a requesting telecommunications carrier can request that the Telephone Company provide it with unbundled network elements that the Telephone Company has not already offered by tariff or through its state commission-approved interconnection agreements.
Carrier Identification Code—A three or four digit number used by the Telephone Company to provide terminating local exchange service access to a CLEC and implement appropriate measurement capabilities associated with CLEC switched interconnection services.
Channel—An electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.
Cross Connection—A connection provided pursuant to collocation at the digital signal cross connect, main distribution frame or other suitable frame or panel between the collocating party's equipment and the equipment or facilities of the Telephone Company. Cross connection can be between two network elements not related to collocation or interconnection per se.
Digital Signal Level—One of several transmission rates in the time-division multiplex hierarchy.
Digital Signal Level 0 (DS0)—The 64 kbps zero-level signal in the time-division multiplex hierarchy. The effective transport rate of a DS0 signal may be less than 64 kbps as a result of technology limitations. A DS0 provides the digital equivalent of an analog voice grade channel.

1. Tariff Information and General Regulations
1.3 Tariff Terminology

1.3.2 Definitions
Digital Signal Level 1 (DS1)—The 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing. A DS1 traditionally provides twenty-four DS0 channels, each of which provides the digital equivalent of an analog voice grade channel.
Digital Signal Level 3 (DS3)—The 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing. A DS3 traditionally provides twenty-eight DS1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels, resulting in a DS3 having the equivalent capacity of 672 equivalent voice grade channels.
Direct Customer Access System—An electronic interface system provided by the Telephone Company to facilitate the ordering, provisioning and maintenance of various competitive offerings provided to telecommunications carriers, including: interconnection arrangements, unbundled network elements, resale of retail services at wholesale rates, and many other offerings.
Directory Assistance—The provision of telephone numbers by a Telephone Company operator when the operator location is accessed by TC end users by sending the appropriate signals, e.g., offhook, 411, 555–1212 or NPA + 555–1212.
Directory Assistance Location—A Telephone Company office where Telephone Company equipment first receives the Directory Assistance call from a TC's premises and selects the first operator position to respond to the Directory Assistance call.
End Office—An exchange Telephone Company switching system or facility interconnection node located in an NXX serving area where telephone exchange service customer station loops are terminated for purposes of interconnection to trunks or other dedicated customer station loops also served out of that switching system or facility interconnection node. Included are remote switching modules and remote switching systems served by a host office in a different wire center.
End User—Any customer of an intrastate telecommunications service that receives dial tone from the Telephone Company or CLEC to originate calls for termination into the public switched network and is not a carrier, except that a carrier shall be deemed to be an end user to the extent that such carrier uses a telecommunications service for administrative purposes.
Exchange Access—The offering of access to telephone exchange services or facilities for the purposes of the origination or termination of telephone toll services.
Exchange Telephone Company—The Telephone Company, CLECs, or independent telephone company.
Group Routings—The translations, routings and screenings the Telephone Company must perform at its end offices and tandems to make the customer's network operate according to the customer's specifications.

1. Tariff Information and General Regulations
1.3 Tariff Terminology

1.3.2 Definitions	
Incumbent Local Exchange Carrier—With respect to an area, the local exchange carrier that (a) on the date of enactment of the Telecommunications Act of 1996, provided telephone exchange service in such area; and (b)(1) on such date of enactment, was deemed to be a member of the exchange carrier association pursuant to section 69.601(b) of the FCC's regulations (47 C.F.R. 69.601(b)); or (b)(2) is a person or entity that, on or after such date of enactment, became a successor or assign of a member described in clause (1). For purposes of this tariff, the Telephone Company is the ILEC in the current areas of the state in which it presently provides local exchange service.	
Interconnection—As described in the Act and refers to the connection of network, equipment, or facilities of the Telephone Company with the network, equipment, or facilities of another TC for the purpose of transmission and routing of telephone exchange service traffic and exchange access traffic.	
InterLATA Service—As defined in the Act means telecommunications between a point located in a LATA and a point outside such area.	
Local Exchange Service—Also referred to as Plain Old Telephone Service (POTS), this is a service that supplies the end user with local dial tone and a telephone connection to the public switched telecommunications network and provides the end user a unique telephone number address on the public switched network.	
Local Traffic—Any intrastate call which is originated and terminated within a local calling area as defined in the MA Product Guide, Part A, Section 6.	(T)
MA Product Guide—The Verizon New England Inc. Commonwealth of Massachusetts Product Guide as posted on Verizon's website.	(N) (N)
Network Design Request—A procedure that establishes the TC's initial presence in a switch. A project manager coordinates the meeting which will be attended by the TC's technical and administrative team and representatives from each Telephone Company department involved in developing the technical, administrative, and legal/regulatory requirements. Time frames for completion will be negotiated between the account team and the TC. An NDR is required prior to a TC ordering any unbundled line ports.	
Planned Growth—Telephone Company network growth for which construction jobs are already in progress.	
Point of Termination—The demarcation point in an NXX serving area at which the Telephone Company's provision of service ends. The point of demarcation is the point of interconnection between Telephone Company communications facilities and CLEC provided facilities. The Telephone Company's designated point of termination for CLEC traffic terminated to the Telephone Company shall be the point of termination bay for a collocated interconnection node or a comparable alternative arrangement provided under an individual case basis arrangement located in the terminating end user's end office or its designated serving access tandem.	
Point of Termination Bay—The distributing frame system which serves as the point of demarcation for physically collocated interconnection. Collocators may propose alternative means of interconnection other than the POT bay that are technically feasible by submitting a bona fide request for negotiation.	

1. Tariff Information and General Regulations
1.3 Tariff Terminology

1.3.2 Definitions
Port—A line card (or equivalent) and associated peripheral equipment on an end office switch which serves as the interconnection between individual loops or individual customer trunks and the switching components of an end office switch and the associated switching functionality in that end office switch. Each port is typically associated with one (or more) telephone number(s) which serves as the customer's network address. The port element is part of the provision of the unbundled local switching element
POTS Traffic—IntraLATA exchange service traffic (local calls, toll calls, and 800 dialed calls with POTS translated numbers) which originates at the valid NXXs served by a CLEC's network and terminates at the NXXs served by the Telephone Company's network. Operator, directory, 500, 700, 900, 911 and interLATA traffic are not considered to be POTS traffic for purposes of this tariff. IntraLATA calls carried by a CLEC that do not originate from that CLEC's valid NXX in the LATA are also not included in this definition. Moreover, this definition does not include exchange access, cellular and other wireless traffic. Exchange service shall be a service which supplies the user with local dial tone and a telephone connection to, and a unique telephone number address on the public switched telecommunications network (e.g., basic exchange lines, basic exchange trunks, digital PBX trunks, Centrex or Centrex-type station lines).
Requesting TC—A TC that has placed an order for the purchase of services under this tariff, and has the appropriate legal authority to utilize such services in the offering of telecommunications services to its own customers.
Service Control Point—A component of the signaling network that acts as a database to provide information to another component of the signaling network (i.e., service switching point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.
Signaling System Seven—An internationally standardized, general purpose common channel signaling protocol.
Signaling System Seven Network—A digital data network carrying signaling information which interfaces with the Telephone Company voice/data network for services using the American National Standards Institute (ANSI) Common Channel Signaling 7 (CCS7) signaling protocol.
Signal Transfer Point—A component of the SS7 signaling network that performs message routing functions and provides information for the routing of messages between signaling network components. An STP transmits, receives and processes CCS messages and it is a packet switch that utilizes the SS7 protocol.
Signaling Point—A switch that is capable of supporting SS7 signaling.
Signaling Point of Interconnection—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 TC.

1. Tariff Information and General Regulations
1.3 Tariff Terminology

1.3.2 Definitions
Strapping—The act of installing a permanent connection between a POT bay and a collocated party's physical collocation node.
Switched Exchange Access Service—The offering of transmission or switching services to TCs for the purpose of the origination or termination of telephone toll service. Switched exchange access services, which are offered under DTE MA No. 15 and Bell Atlantic Telephone Companies Tariff FCC No. 11, include Feature Group A*, Feature Group B, Feature Group D, 800/888 access, 900 access and their successors or similar switched exchange access services.
Tandem—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 telecommunications carrier. Tandem switches are Class 4 switches which provide interconnection between other switches in the network. While the physical switch(es) may serve an end office function, the tandem functionality is strictly that which provides interconnection between end offices. It does so in cases where direct trunk groups are not economically justified, or when the network configuration indicates alternate routing is economically justified.
Technically Feasible Points—Points at which it is technically or operationally feasible or possible to interconnect with or access the Telephone Company network without either creating a legitimate threat to the reliability or security of the Telephone Company's network or precluding the Telephone Company from maintaining responsibility for the management, control, and performance of its network.
Telecommunications—As defined in the Telecommunications Act of 1996, the transmission between or among points specified by the user of information of the user's choosing, without change in the form or content of the information as sent and received.
Telecommunications Act—The Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.
Telecommunications Service—As defined in the Telecommunications Act of 1996, the offering of telecommunications for a fee directly to the public, or to such classes of users and to be effectively available directly to the public, regardless of the facilities used to transmit the telecommunications service.
Telephone Company—Verizon New England Inc. unless otherwise stated. Verizon New England Inc. does business under the name Verizon Massachusetts. Advertising and billing of customers are done under the name Verizon New England Inc.

* Effective February 13, 2026, this service is no longer available to new customers (C)
Moves, changes or modifications to this service will no longer be supported. Service modifications for customers with existing contracts are subject to the terms of their contracts. For wire centers specific service withdrawal information, please refer to Part F, Section 1 of this Tariff. (C)

1. Tariff Information and General Regulations
1.3 Tariff Terminology

1.3.2 Definitions
Telephone Exchange Service—As defined in the Act means: (a) service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (b) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.
Telephone Exchange Service Call—A call completed between two telephone exchange service customers of two local exchange carriers located in the same LATA, originated on one party's network and terminated on the other party's network where such call was not carried by a third party as either a presubscribed call (1+) or a casual dialed (101XXXX) call. Telephone exchange service traffic is transported over traffic exchange trunks.
Telephone Toll Service—As defined in the Act means telephone service between stations in different exchange areas for which there is a separate charge not included in contracts with subscribers for exchange service. For purposes of this tariff, all calls for which toll dialing parity applies are considered telephone toll service calls and all calls for which toll dialing parity does not apply are not considered as telephone toll service calls.
Trunk—A transmission path connecting two switching systems in a network, used in the establishment of an end-to-end connection.
Universal Service Order Code—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's billing system to generate recurring rates and NRCs.

1. Tariff Information and General Regulations
1.4 Application of Tariff

1.4.1	Scope
A.	This tariff sets forth the terms, conditions, and pricing under which the Telephone Company offers to provide to any requesting CLEC, pursuant to Section 251 of the Act, interconnection, access to network elements, and ancillary telecommunications services available within each LATA in which such CLECs operate within the Commonwealth of Massachusetts. The services contained herein are in addition to those being provided and/or available on an individual contract basis between the Telephone Company and the CLEC.
B.	Failure of the Telephone Company to enforce or insist upon compliance with any provision of this tariff shall not constitute a waiver of its right to enforce future compliance with that provision or compliance with any other provision hereof.
C.	No retroactive changes or declarations will be accepted with respect to the rating, re-rating, or reclassification of existing services.

1. Tariff Information and General Regulations
1.5 Use of Service

1.5.1	Scope
A.	Switched interconnection service may be used to deliver interexchange and/or cellular traffic which does not originate from a CLEC's local exchange end user on that CLEC's network in accordance with regulations contained herein pertaining to the combined traffic.
B.	A TC, its customer, joint user, or authorized user may not assign, or transfer the service, without the written consent of the Telephone Company. The Telephone Company will permit a TC to transfer its existing service to another TC if the existing TC has paid all charges owed to the Telephone Company. When physical or software network changes are involved, such a transfer will be treated as a disconnection of existing service and installation of new service, and service order installation charges will apply.
C.	The exchange of any intraLATA traffic, not involving carriage by an IC, between two or more TCs and a TC and any independent telephone company at the Telephone Company meet point B arrangements, is provided under tandem transit service.

1.5.2	Lawful Use
A.	The service provided under this tariff shall not be used for an unlawful purpose.
B.	The Telephone Company reserves the right to discontinue service on 30 days advance written notice to the TC or refuse service because of abuse or fraudulent use of service. The Telephone Company will seek legal recourse as it deems necessary in order to recover any costs incurred as a result of such abuse or fraudulent use of service. Abuse or fraudulent use of service includes but is not limited to the following actions.
1.	Misuse of ANI information.
2.	Fraudulent transmission and misrepresentation of interLATA traffic on CLEC or POTS trunks.
3.	Fraudulent end user orders for transfer of service.
4.	Fraudulent use of the Telephone Company's network in association with a collocation arrangement.

1.5.3	Title or Ownership Rights
A.	The payment of rates and charges by CLECs 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.

1. Tariff Information and General Regulations
1.6 Responsibility of the Telephone Company

1.6.1	Scope
A.	The Telephone Company does not undertake to transmit messages under this tariff.
B.	The Telephone Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.
C.	The provision of services by the Telephone Company as set forth in this tariff does not constitute a joint undertaking with the CLEC for the furnishing of any service.

1.6.2	Liability
A.	The Telephone Company shall not be liable to the TC or the TC's customers for any interruption of the TC's service or for interference with the operation of the TC's facilities arising in any manner out of the TC's use of space in the Telephone Company's central offices, unless caused by the Telephone Company's willful misconduct or gross negligence. The Telephone Company's liability, if any, for its willful misconduct or gross negligence is not limited by this tariff.
B.	With respect to any other claim or suit, by a CLEC or by any others, for damages associated with the negligence or willful act of installation, provision, termination, maintenance, repair or restoration of service, and subject to the following provisions, the Telephone Company, if liable, may be required to replace or restore the CLEC's equipment to the condition in which it originally existed, as near as may be. Such remedy shall not limit or waive alternative rights that the parties may have at law or equity.
C.	The Telephone Company shall not be liable for any act or omission of any other CLEC or party providing a portion of a service, nor shall the Telephone Company for its own act or omission hold liable any other CLEC or party providing a portion of a service.
D.	The Telephone Company is not liable for damages to the CLEC's 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 or the CLEC against any claim, loss or damage arising from the end user's use or the CLEC's use of services offered under this tariff, involving the following claims.
1.	Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's or CLEC's own communications.
2.	Claims for patent infringement arising from the end user's or CLEC's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or CLEC.
3.	All other claims arising out of any act or omission of the end user or CLEC in the course of using services provided pursuant to this tariff.

1. Tariff Information and General Regulations
1.6 Responsibility of the Telephone Company

1.6.2	Liability	
F.	The liability of the Telephone Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Telephone Company occurring in the course of furnishing service or other facilities and not caused by the negligence of the CLEC, or by the Telephone Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to the CLEC for a period of service during which such mistake, omission, interruption, delay, error or defect in transmission or failure or defect in facilities occur.	
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 CLEC from any and all claims by any person relating to the CLEC's use of services so provided.	
H.	No license under patents (other than the limited license to use) is granted by the Telephone Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Telephone Company will defend the CLEC against claims of patent infringement arising solely from the use by the CLEC of services offered under this tariff and will indemnify such CLEC 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 a service interruption as set forth in Part A, Section 4.3.	
J.	The Telephone Company shall be responsible only for the installation, operation and maintenance of the services it provides.	
K.	The Telephone Company shall not be held responsible for any claims arising from the CLEC 's failure to provide accurate information required to accurately populate 911 databases, or the CLEC's failure to provide timely 911 information updates.	(C) (C)
L.	For 911 optional services, the Telephone Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused directly or indirectly by the user of 911.	(C) (C)
M.	In the absence of gross negligence or willful misconduct, no liability for damages to the purchasing CLEC shall attach to the Telephone Company for its action or conduct of its employees in providing recording service.	

1. Tariff Information and General Regulations
1.6 Responsibility of the Telephone Company

1.6.3	Collocation Liability and Indemnification
A.	Neither party shall be liable to the other or to any third party for any physical damage to each other's facilities or equipment within the central office, unless caused by the gross negligence of the party's agents or employees. In the case of acts of gross negligence by the CLEC, its employees or its agents, the CLEC is responsible for damages incurred by the Telephone Company in order to repair the Telephone Company's facilities or equipment.
B.	The Telephone Company shall indemnify, defend and save harmless the CLEC from and against any and all losses, claims, demands, causes of action and costs, including attorneys' fees, whether suffered, made, instituted or asserted by the Telephone Company or by any other party or person for damages to property and injury or death to persons, including payments made under any worker's compensation law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the Telephone Company's provision of service within or on the exterior of the central office or by an act or omission of the CLEC, its employees, agents, former or striking employees, or contractors, in connection therewith, unless caused by gross negligence or willful misconduct on the part of the CLEC.
C.	The Telephone Company represents, warrants and covenants that it shall comply with all applicable federal, state or local law, ordinance, rule or regulations, in connection with its provision of service within or on the exterior of the central office, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. The Telephone Company shall indemnify, defend, and hold harmless the CLEC, its directors, officers, employees, agents or contractors, from and against any and all claims, cost, expense or liability of any kind including but not limited to reasonable attorney's fees resulting from or arising out of any breach of the foregoing provision.
D.	The Telephone Company and the CLEC shall each be responsible for all persons under their control or agents working in compliance herewith, satisfactorily, and in harmony with all others working in or on the exterior of the central office and, as appropriate, cable space.
E.	The Telephone Company shall have the right to terminate a collocation arrangement at any time with respect to any area of the Telephone Company central office premises which becomes the subject of a taking by eminent authority having such power. When feasible, the Telephone Company shall provide the CLEC with 180 days written notice of such termination and identify the schedule by which the CLEC must proceed to have CLEC provided equipment or property removed from the multiplexing node and associated cable and conduit. The CLEC shall have no claim against the Telephone Company for any relocation expenses, any part of any award that may be made for such taking or value of any unexpired arrangement that results from a termination by the Telephone Company under this provision, or any loss of business from full or partial interruption or interference due to any such termination. Nothing herein shall be construed as preventing the CLEC from making its own claim against the eminent authority ordering the taking of the collocated space area of the Telephone Company office premises for the CLEC's relocation expenses.

1. Tariff Information and General Regulations
1.6 Responsibility of the Telephone Company

1.6.3	Collocation Liability and Indemnification
F.	If at any time the Telephone Company reasonably determines that any CLEC's facilities or equipment or the installation of the CLEC's facilities or equipment does not meet the requirements of this tariff, the CLEC will be responsible for the costs associated with the removal or modifications of such facilities to render it compliant. If the CLEC fails to correct any noncompliance with these standards within fifteen days' written notice to the CLEC, the Telephone Company may have the facilities or equipment removed or the condition corrected at the CLEC's expense.
G.	If the Telephone Company reasonably determines that any CLEC's activities, equipment or facilities are unsafe, or are in violation of any applicable fire, environmental, health, safety or other laws or regulations, or pose an immediate threat to the safety of the Telephone Company's employees or others or to the Telephone Company's network, the Telephone Company has the right to immediately stop such activities or the operation of such facilities or equipment without prior notice. The CLEC will be charged for any costs incurred as a result of such actions.

1.6.4	Provision of Service
A.	The use, installation and restoration of services shall be in accordance with Part 64.401, Appendix A, of the FCC's rules and regulations, which specifies the priority system for such activities. Subject to compliance with those rules, where a shortage of facilities or equipment exists at any time, either for temporary or protracted periods, the services offered herein will be provided to CLEC's on a first-come, first-served basis.
B.	Interconnection services which are provided by means of wire, fiber optic, radio or any other suitable technology or a combination thereof, are offered under the provisions of this tariff subject to availability.
C.	The Telephone Company reserves the right to refuse an application for service made by, or for the benefit of, a former CLEC, its majority or minority owners or affiliates who are indebted to the Telephone Company for telephone service previously furnished, until the indebtedness is satisfied.
1.	In the event that service is connected for a CLEC who is indebted to the Telephone Company for service previously furnished to the CLEC, the Telephone Company will notify the CLEC in writing via Certified US Mail, that the service will be terminated by the Telephone Company unless the CLEC satisfies the indebtedness within 10 days of the date of the CLEC's receipt of such written notification.

1. Tariff Information and General Regulations
1.6 Responsibility of the Telephone Company

1.6.5	Automatic Number Identification (ANI)
A.	ANI information relating to a telephone subscriber, where provided in this tariff or under reciprocal arrangements whereby a CLEC completes traffic originated from a Telephone Company end user, is provided to the CLEC or its customer (ANI recipient) in accordance with the following terms and conditions.
1.	The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
2.	The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing regulations notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
3.	The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those specified herein, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.

1.6.6	Discontinuance of Network Elements for Cause
A.	The Telephone Company may discontinue service or cancel an application for service without incurring any liability for any of the following reasons.
1.	Upon non-payment of any sum owed to the Telephone Company for more than thirty days beyond the date of rendition of the bill for service, or upon violation of any terms or conditions or regulations governing the furnishing of network element service; or upon violation of law, rule or regulation of any government authority having jurisdiction over the service; the Telephone Company may on thirty days advance notice in writing to the TC, discontinue the furnishing of new or existing network element services.
2.	Without notice, in the event of any emergency condition that poses a threat to the safety of personnel or equipment. When service is discontinued under this provision, the Telephone Company will notify the DTE and the CLEC of the Telephone Company's action within 48 hours and shall provide the details upon which the Telephone Company based its decision to terminate service.
3.	Without notice, pursuant to an order from a court or regulatory body of competent jurisdiction. When service is discontinued under this provision, the Telephone Company will notify the DTE and the CLEC of the Telephone Company's action within 48 hours and shall provide the details upon which the Telephone Company based its decision to terminate service.

1. Tariff Information and General Regulations
1.6 Responsibility of the Telephone Company

1.6.6	Discontinuance of Network Elements for Cause
A.	(Continued)
4.	In the event of fraudulent use of the Telephone Company's network, the Telephone Company may, on thirty days advance notice in writing to the TC, discontinue service and/or seek legal recourse to recover all costs involved with the enforcement of this provision.
5.	In the event a TC disputes the Telephone Company's characterization with the DTE, the termination provision will be stayed until the dispute is resolved.

1.6.7	Network Administration
A.	The Telephone Company will, whenever possible, administer its network to ensure the provision of acceptable service levels to all telecommunications users of the Telephone Company's network services. Service levels are considered acceptable only when both the TC and the Telephone Company are able to establish connections with little or no delay encountered within their respective networks. The Telephone company maintains the right to apply protective controls (e.g., call gapping) which selectively cancel the completion of traffic, over any traffic carried over its network, including that associated with all TC network interconnection services.

1. Tariff Information and General Regulations
1.7 Responsibility of the CLEC

1.7.1	Scope
A.	The services provided under this tariff shall be maintained by the Telephone Company. The CLEC 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.
B.	The CLEC, its customer, joint user or authorized user may not assign or transfer the use of services provided under this tariff without the expressed written consent of the Telephone Company; however, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to the following individual(s) or parties.
1.	From one CLEC to another CLEC, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services.
C.	In all cases of assignment or transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer. The acknowledgment 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.
D.	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.
E.	When an independent telephone company provides local exchange service to an end user in the Telephone Company's serving area, the independent telephone company will maintain a separate network for the exchange of such local traffic.
F.	Signals applied to a metallic facility shall conform to the limitations set forth in PUB AS No. 1.
1.	In order to protect the Telephone Company's facilities and personnel, and the services furnished by the Telephone Company to other CLECs from potential harmful effects, the signals applied to the Telephone Company's service shall not cause damage to the facilities of the Telephone Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Telephone Company, channels or facilities of others, shall be provided at the CLEC's expense.

1. Tariff Information and General Regulations
1.7 Responsibility of the CLEC

1.7.2	Liability
A.	The CLEC 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 CLEC, its owners, agents, employees or independent contractors, or resulting from the CLEC's, its owners, agents, employees or independent contractors, improper or unauthorized 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 CLEC's actions. The Telephone Company will, upon reimbursement for damages, cooperate with the CLEC in prosecuting a claim against the person causing such damage and the CLEC shall be subrogated to the right of recovery by the Telephone Company for the damages to the extent of such payment.
B.	With respect to claims of patent infringement made by third persons, the CLEC shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the CLEC.
C.	The CLEC shall defend, indemnify and save harmless the Telephone Company from and against suits, claims, losses or damages including punitive damages, attorneys' fees and court costs by third persons arising out of the construction, installation, operation, maintenance or removal of the CLEC's circuits, facilities or equipment connected to the Telephone Company's services provided under this tariff, including, without limitation, workmen's compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the CLEC's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the CLEC to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death or personal injury unless such suits, claims or demands are based on the tortious conduct of the CLEC, its officers, agents or employees.
D.	The CLEC shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorneys' fees and court costs by the CLEC or third parties arising out of any act or omission of the CLEC in the course of using services provided under this tariff.

1. Tariff Information and General Regulations
1.7 Responsibility of the CLEC

1.7.2	Liability	
E.	For 911 optional services, the CLEC agrees except where the events, incidents, or eventualities set forth herein are the result of the Telephone Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Telephone Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the CLEC or by any CLEC customer, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the CLEC or others. The CLEC also agrees to release, indemnify, defend and hold harmless the Telephone Company from any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition occasion, or use of access to 911 service features and the equipment associated therewith, or by any services furnished by the Telephone Company in connection therewith, including but not limited to the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 service hereunder, and which arise out of the negligence or other wrongful acts of the CLEC, its customers, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Telephone Company, its employees or agents.	(C) (C) (C)

1.7.3	Collocation Liability and Indemnification
A.	The CLEC shall indemnify, defend and save harmless the Telephone Company from and against any and all losses, claims, demands, causes of action and costs, including attorneys' fees, whether suffered, made, instituted or asserted by the CLEC or by any other party or person for damages to property and injury or death to persons, including payments made under any worker's compensation law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the installation, maintenance, repair, replacement, presence, use or removal of the CLEC's equipment or facilities or by their proximity to the equipment or facilities of all parties occupying space within or on the exterior of the Telephone Company's central office(s), or by any act or omission of the Telephone Company, its employees, agents former or striking employees, or contractors, in connection therewith, unless caused by gross negligence or willful misconduct on the part of the Telephone Company.
B.	The CLEC shall indemnify, defend and save harmless the Telephone Company from and against any and all losses, claims, demands, causes of action, damages and costs, including but not limited to attorneys' fees and damages costs, and expense of relocating conduit systems resulting from loss of right-of-way or property owner consents, which may arise out of or be caused by the presence in, or the occupancy of, the central office by the CLEC, and/or acts by the CLEC, its employees, agents or contractors.

1. Tariff Information and General Regulations
1.7 Responsibility of the CLEC

1.7.3	Collocation Liability and Indemnification
C.	The CLEC shall indemnify, defend, and hold harmless the Telephone Company, its directors, officers and employees, servants, agents affiliates and parent, from and against any and all claims, cost, expense or liability of any kind, including but not limited to reasonable attorneys' fees, arising out of or relating to CLEC installation and operation of its facilities or equipment within the multiplexing node, roof space and transmitter space.
D.	The CLEC represents, warrants and covenants that it shall comply with all applicable federal, state or local law, ordinance, rule or regulations, in connection with its use of the space within or on the exterior of the central office, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. The CLEC shall indemnify, defend, and hold harmless the Telephone Company, its directors, officers and employees, servants, agents, affiliates and parent, from and against any and all claims, cost, expense or liability of any kind including but not limited to fines or penalties arising out of any breach of the foregoing by the CLEC, its directors, officers, employees, servants, agents, affiliates and parent.
E.	The CLEC, at its own cost, shall comply with all present and future laws, ordinances, rules, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules, and regulations of any Board of Fire Underwriters or any similar body which shall impose any violation, order or duty upon the Telephone Company or the CLEC with respect to the central office/serving wire center whether or not arising out of the CLEC's use or manner of use.

1.7.4	Ownership of Facilities
A.	Facilities utilized by the Telephone Company to provide service under the provisions of this tariff shall remain the property of the Telephone Company.

1.7.5	Equipment Space and Power
A.	The CLEC 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 alternating current or direct current power shall be mutually agreed to by the CLEC and the Telephone Company. The CLEC 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.

1. Tariff Information and General Regulations
1.7 Responsibility of the CLEC

1.7.6	Availability for Testing and Inspection
A.	The services provided under this tariff shall be available to the Telephone Company for inspection 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 and conformance to technical standards. 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.
B.	The CLEC is responsible for initiating testing for, and isolating all end user troubles. When it appears that an end user trouble is isolated at a link, the Telephone Company will cooperatively test with the CLEC in order to confirm and clear the trouble.

1.7.7	Coordination with Respect to Network Contingencies
A.	The CLEC shall, in cooperation with the Telephone Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services, subject to the restoration priority requirements of Part 64 of the FCC's rules.
B.	The CLEC will administer its network to insure the provision of acceptable service levels to all telecommunications users of its network services. Service levels are considered acceptable when both the CLEC and the Telephone Company are able to establish connections with little or no delay encountered within their respective network.

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

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

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

1. Tariff Information and General Regulations
1.7 Responsibility of the CLEC

1.7.10	Design of CLEC Services
A.	The CLEC shall be solely responsible, at its own expense for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Telephone Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

1.7.11	Forecasting of Service Requirements
A.	To the extent reasonably necessary for the planning of Telephone Company facilities, the CLEC shall provide to the Telephone Company forecasts of the anticipated number of units for services contained in Parts B, C and D of this tariff that the CLEC expects to require in specific geographical areas.
B.	Each forecast will, at a minimum, cover a period of one year and shall be updated annually.
C.	The Telephone Company will treat CLEC forecasts as confidential information in accordance with the provisions specified in this tariff.

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

1.7.13	Reciprocal Arrangements
A.	A CLEC that assigns telephone numbers must make available to the Telephone Company at least one point of termination per LATA where the CLEC assigns telephone numbers. Both the Telephone Company and the CLEC have an obligation to transport its own customers' originating traffic to the destination end user on another carrier's network or bear the cost of such transport. The parties are responsible to provide transport or pay for transport of their originating calls, including reciprocal compensation, between their own originating and the other carrier's terminating end user customers.
B.	The CLEC is responsible to first provide input to the local exchange routing guide in order for the Telephone Company to activate the CLEC NXX code in the Telephone Company network.

1. Tariff Information and General Regulations
1.7 Responsibility of the CLEC

1.7.13	Reciprocal Arrangements
C.	The CLEC is responsible to update in a timely and accurate manner, industry publications (such as the LERG, and NECA Tariff FCC No. 4). These publications must be provided or updated prior to activation of a TC NXX code in the Telephone Company network, in accordance with central office code guidelines.

1.7.14	Relationships With Other Carriers
A.	The CLEC is responsible to establish and maintain its own business relationship with ICs, cellular carriers, independent telephone companies, and other CLECs for purposes of provisioning, billing, and conducting its general business.

1.7.15	Signaling
A.	The TC's facilities shall provide the necessary on-hook, off-hook, answer and disconnect supervision.
B.	Signaling for connections to unbundled network elements must use CCS/SS7 where available. Where CCS/SS7 is not available, or where the use of CCS/SS7 is determined by the Telephone Company to be inappropriate, multifrequency protocol may be used.

1.7.16	Facility and Equipment Standards
A.	Any facility, equipment or labor provided or used by the TC or its vendor which utilizes the property of the Telephone Company or terminates on the Telephone Company property must comply with Telephone Company vendor approval and certification standards.

1.7.17	Automatic Number Identification (ANI)
A.	A TC must make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the potential abuse of ANI consistent with tariff requirements.
B.	Violation of applicable tariff terms and conditions by any ANI recipient shall result, after a determination through the DTE's complaint process, in suspension of the transmission of ANI by the Telephone Company until such time as the DTE receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the DTE determines that there have been three or more separate violations in a twenty-four month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the DTE.
1.	Violation of these terms and conditions by a TC may result in DTE prosecution of penalty and enforcement proceedings.

1. Tariff Information and General Regulations
1.7 Responsibility of the CLEC

1.7.18	Alternate Billed Calls
A.	TCs purchasing services from this tariff are responsible for billing and collecting revenues for alternate billed calls such as calling card, billed to third party, and collect calls charged to their customers which utilize the Telephone Company's network. The Telephone Company is responsible for billing and collecting revenues for such calls charged to its customers when the TC's network is used. Both parties are responsible for providing the other party with call details in industry standard format in order to accomplish this.

1.7.19	CLEC Notification and Coordination	
A.	Unless otherwise specified herein, whenever customer notification is required, the Telephone Company is responsible for providing notice only to the CLEC who is the customer of record.	
1.	The CLEC, and not the Telephone Company, is responsible for providing any notices, bill inserts or other information as may be required to the CLEC's end users.	
B.	Where a CLEC discontinues its provision of service to all or substantially all of its end users, whether by its own decision, as a result of involuntary bankruptcy, or for any other reason, the CLEC must send advance written notice of such discontinuance to the Telephone Company, the DTC, and to each of the CLEC's end users. If service to the CLEC is discontinued by the Telephone Company, the CLEC must send written notice to each of its end users.	(T)
1.	Such notice must advise the end users that unless they take action to switch to a different carrier within 15 days, provision of their service will be discontinued.	
a.	Should the end user elect to transfer service to the Telephone Company, the Telephone Company will provide service to the end user at the MA Product Guide, terms and conditions, rates and charges, and not the rates specified in this tariff.	(T) (T)
C.	If a CLEC end user subsequently becomes an end user of the Telephone Company, the CLEC will provide the Telephone Company with all information necessary to enable it to assume the end user's account, including but not limited to the customer's service configuration and billed name and address.	

1. Tariff Information and General Regulations
1.8 Force Majeure

1.8.1	Reciprocal Responsibilities
A.	Neither party shall be liable for any delay or failure in performance of any obligation under this tariff (other than an obligation to make money payments) from any cause beyond its reasonable control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, strikes, equipment failure, power blackouts, volcanic action, major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation carriers (each a force majeure event). If any such event occurs, the party delayed or unable to perform shall give prompt notice to the other party and shall take all reasonable steps to mitigate the effects of such event. During the duration of the event, the duties of the parties under this tariff affected by the event shall be abated and upon cessation of such event, shall resume as promptly as reasonably practicable, without liability thereafter.
B.	Notwithstanding Section 1.7.2, no delay or other failure to perform shall be excused pursuant to this Section by the acts or omissions of a party's subcontractors, material-persons, suppliers or other third persons providing products or services to such party unless such acts or omissions are themselves the product of a force majeure event, or unless such delay or failure and the consequences thereof are beyond the reasonable control and without the fault or negligence of the party claiming excusable delay or other failure to perform.
C.	Neither party shall be liable for any act or omission of any other entity furnishing to the other party facilities, equipment, or services used in conjunction with the services provided in this tariff. Nor shall either party be liable to the other party for any damages or losses due to unauthorized use of the services provided under this tariff.

1. Tariff Information and General Regulations
1.9 Customer Notification and Coordination

1.9.1	Changes and Substitutions
A.	The Telephone Company may, where such action is reasonably required in the operation of its business, perform the following actions. In accordance with the rules established by the FCC in 47 CFR Sections 51.325 through 51.335, the CLEC shall have the opportunity to provide comment to the Telephone Company on planned network changes to the Telephone Company's network.
1.	Substitute, change or rearrange any facilities used in providing service under this tariff, including but not limited to: substitution of different metallic facilities, substitution of carrier or derived facilities for metallic facilities, and substitution of metallic facilities for carrier or derived facilities.
2.	Change minimum protection criteria.
3.	Change operating or maintenance characteristics of facilities.
4.	Change operations or procedures of the Telephone Company.
B.	In the case of any such substitution, change or rearrangement, the transmission parameters will be within the range specified for the individual services involved. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any CLEC 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 CLEC will be given adequate notice in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The same written notification applies for Telephone Company planned network changes and upgrades. The Telephone Company will work cooperatively with the CLEC to determine reasonable notification requirements.
1.	The Telephone Company is not responsible for any additional costs incurred by the CLEC as a result of such changes, substitution or rearrangements.

1.9.2	Refusal and Discontinuance of Service
A.	If the CLEC fails to comply with the rules and regulations of this tariff including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on 30 days written notice by Certified US Mail to the person designated by the CLEC to receive such notices of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service at any time thereafter. If the Telephone Company does not refuse additional applications for service on the date specified in the 30 days notice, and the CLEC's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service without further notice.

1. Tariff Information and General Regulations
1.9 Customer Notification and Coordination

1.9.2	Refusal and Discontinuance of Service
B.	If the CLEC fails to comply with the rules and regulations of this tariff including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on 30 days written notice by Certified US Mail to the person designated by the CLEC to receive such notices of noncompliance, discontinue the provision of the services involved at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Telephone Company does not discontinue the provision of the services involved on the date specified in the 30 days notice, and the CLEC's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to discontinue the provision of the services involved without further notice.

1.9.3	Provision and Ownership of Telephone Numbers
A.	The Telephone Company reserves the reasonable right to assign, designate or change telephone numbers, serving end offices or tandems or any other call number designations associated with interconnected services, or the Telephone Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.
1.	In such event the Telephone Company may discontinue interim number portability.
a.	The introduction of a new NPA will not result in the discontinuance of interim number portability provided that the end user's seven digit telephone number remains the same.
B.	Should it become necessary to make such changes, Telephone Company will furnish to the CLEC six months notice, by Certified US Mail, of the effective date and an explanation of the reason(s) for such change(s).
1.	In the case of emergency conditions, (e.g. a fire in a wire center), it may be necessary to change a telephone number without six months notice in order to provide service to the CLEC.

1.9.4	Interference or Impairments
A.	The characteristics and methods of operation of any circuits, facilities or equipment provided by a CLEC 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 or tend to injuriously affect the efficiency of Telephone Company personnel, plant, property or service.

1. Tariff Information and General Regulations
1.9 Customer Notification and Coordination

1.9.4	Interference or Impairments
B.	If such characteristics or methods of operation are not in accordance with the preceding paragraph, the Telephone Company will, where practicable, notify the CLEC that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances.
1.	In cases of such temporary discontinuance, the CLEC will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.
2.	During such period of temporary discontinuance, credit allowance for service interruptions is not applicable.
C.	If the CLEC is not in compliance with protective requirements for CLEC provided equipment, the Telephone Company may take such action as may be required in order to protect its facilities and personnel from harm. The Telephone Company will notify the CLEC in writing, by Certified US Mail, of the need for corrective action. In the event the CLEC fails to respond to the notice within 10 days of having received such notice, or within the timeframe that may be specified in the notice, the Telephone Company may take what ever action it deems necessary, including the suspension of service. The Telephone Company will provide the CLEC a statement of technical parameters as needed.

1. Tariff Information and General Regulations
1.10 Confidential Information

1.10.1	General
A.	The Telephone Company will hold in confidence information provided to it by the CLEC and information known to the Telephone Company as a result of the interconnection of equipment to the Telephone Company facilities and services, if such information is of a competitive nature. Similarly, the CLEC is to hold in confidence information provided to it by the Telephone Company if such information is of a competitive nature. Confidential information known to the CLEC can only be used in connection with the provisioning of collocation in a particular central office. Neither party is obligated to hold in confidence the following information.
1.	That information which was already known to the party free of any obligation to keep it confidential.
2.	Information that was or becomes publicly available by other than authorized disclosure.
3.	Information that was rightfully obtained from a third party not obligated to hold such information in confidence.

1. Tariff Information and General Regulations
1.11 General Responsibilities of the Interconnecting Parties

1.11.1	Regulations
A.	Each party hereby retains the right to exercise full control of and supervision over its own performance of its obligations hereunder, and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each party will be solely responsible for all matters relating to payment of such employees, including the payment of and compliance with social security taxes, withholding taxes and all other regulations governing such matters. Subject to the limitations on liability hereto and except as otherwise expressly provided herein, each party shall be responsible for its own acts and the performance of all obligations imposed by all applicable federal, state or local statutes, laws, rules, regulations, codes, orders, decisions, injunctions, judgments, awards and decrees [collectively, (i) Applicable Laws in connection with its activities, legal status and property, real or personal, and (ii) the acts of its own affiliates, employees, agents, and contractors during the performance of that party's obligations hereunder]. Neither this tariff, nor any actions taken by the Telephone Company or the requesting TC in compliance with this tariff, shall be deemed to create an agency, joint venture, or other relationship between the Telephone Company and the requesting TC of any kind, other than that of purchaser and seller of services. Neither this tariff, nor any actions taken by the Telephone Company or the requesting TC in compliance with this tariff, shall create a contractual, agency, or any other type of relationship or third party liability between the Telephone Company and the requesting TC end user or others.
B.	The parties may exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnection required to assure traffic completion to and from all customers in their respective designated service areas.
C.	Each party is individually responsible to provide access to facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other party's network and for delivering such traffic to the other party's network in the standard format compatible with the Telephone Company's network and to terminate the traffic it receives in that standard format to the proper address on its network. See BOC Notes on the Network (SR–TSV–00275) for a general description of the design of local exchange carrier network. The parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.
D.	Neither party shall use any service related to or in connection with any of the telecommunications services provided hereunder in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either party's customers or end users. Either party may discontinue or refuse service if the other party violates this provision. Upon such violation, either party shall provide the other party notice, if practicable, at the earliest practicable time.
E.	Each party is solely responsible for the services it provides to its customers and to other TCs.

1. Tariff Information and General Regulations
1.11 General Responsibilities of the Interconnecting Parties

1.11.1	Regulations
F.	The parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this tariff.
G.	Each party is responsible for administering NXX codes assigned to it.
H.	Each party is responsible for obtaining LERG listings of CLLI codes assigned to its switches.
I.	Each party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.
J.	Each party shall program and update its own central office switches and end office switches and network systems to recognize and route traffic to and from the other party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined herein, neither party shall impose any fees or charges on the other party for such activities.
K.	In addition to the obligations of the parties to maintain insurance coverage at all times during the term each party shall keep and maintain in force, at their own expense all insurance required by law (e.g., workers compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident and automobile liability with coverage for bodily injury and for property damage. Upon request from the other party, each party shall provide to the other party evidence of such insurance (which may be provided through a program of self insurance).
L.	Nothing herein shall prevent the requesting TC from purchasing elements or services under existing Telephone Company tariffs. Any such elements or services purchased by the requesting TC will be provided at the prevailing tariffed rates.
M.	The Telephone Company will, where practicable, notify the requesting TC 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 discontinuances, the requesting TC will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.

1. Tariff Information and General Regulations
1.12 Performance Standards

1.12.1	Regulations	
A.	Performance standards for services purchased from this tariff are as established in the Performance Assurance Plan (for wholesale services) adopted in DTE 99–271.	(C) (C)

1. Tariff Information and General Regulations
1.13 Dispute Resolution Process

1.13.1	Regulations	
A.	CLECs may utilize the Dispute Resolution Process promulgated by the DTC.	(T)