2. General Regulations
2.1 Application of Tariff

2.1.1	Scope
A.	This tariff contains regulations, rates and charges applicable to the provision of carrier common line, switched access and other miscellaneous services, hereinafter referred to collectively as service(s), provided by Verizon New England Inc., hereinafter referred to as the Telephone Company, to Interexchange Carriers, including resellers or other entities engaged in the provision of public utilities common carrier services which utilize the network of the Telephone Company, who have filed intrastate tariffs and who are authorized to provide such services by the PUC under its General Laws, Section 39–3–10.
1.	For purposes of administering this tariff, such ICs, resellers and other entities companies are hereinafter referred to as customers.
B.	**Blocking of Traffic—** Where facilities permit, intrastate traffic will be blocked from customers who have not filed intrastate tariffs and who are not authorized to provide service under the General Laws, Section 39–3–10.

2. General Regulations
2.2 Use of Service

2.2.1	General
A.	A customer, authorized by the PUC, offering public utilities common carrier services will receive service under PUC RI No. 20, as set forth in Section 2.1.

2.2.2	Lawful Use
A.	The service provided under this tariff shall not be used for an unlawful purpose.

2.2.3	Access Service Connections
A.	Equipment and Systems (i.e., terminal equipment, multiline terminating systems and communications systems) may be connected with switched access service furnished by the Telephone Company where such connection is made in accordance with the provisions stated in this section and in technical reference PUB AS No. 1.

2.2.4	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.

2.2.5	Minimum Periods of Service
A.	The minimum periods for which services are provided and for which rates and charges are applicable is one month. In the case of Specialized Service or Arrangements provided on an Individual Case Basis (ICB) as set forth in Section 12, one month is the minimum period of service unless a different minimum period is established with the individual case filing.
B.	When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not. The applicable charge will be the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period plus all applicable NRCs.

2. General Regulations
2.3 Responsibility of the Telephone Company

2.3.1	Limitations
A.	The Telephone Company does not undertake to transmit messages under this tariff.
B.	The Telephone Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
C.	The Telephone Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.
D.	The provision of such services by the Telephone Company as set forth in this tariff does not constitute a joint undertaking with the customer for the furnishing of any service.

2.3.2	Liability
A.	The Telephone Company's liability, if any, for its willful misconduct is not limited by this tariff.
B.	With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, and subject to the provisions contained in Section 2.3.2C, through 2.3.2G, 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.
C.	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.
D.	The Telephone Company is not liable for damages to the customer'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 customer against any claim, loss or damage arising from the end user's use or the customer's use of services offered under this tariff, involving:
1.	Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's or customer's own communications,
2.	Claims for patent infringement arising from the end user's or customer's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user, customer or IC or,
3.	All other claims arising out of any act or omission of the end user or customer in the course of using services provided pursuant to this tariff.

2. General Regulations
2.3 Responsibility of the Telephone Company

2.3.2	Liability
F.	The Telephone Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Telephone Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to the customer's use of services so provided.
G.	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.
H.	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 Section 4.2.1.
I.	The Telephone Company shall be responsible only for the installation, operation and maintenance of the services it provides.

2.3.3	Provision of Service
A.	The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the FCCs 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 customers on a first come, first served basis.
B.	The services offered under the provisions of this tariff are subject to availability. 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.
C.	Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this tariff.

2. General Regulations
2.3 Responsibility of the Telephone Company

2.3.4	Installation and Point of Termination of Service
A.	The access services provided under this tariff include Telephone Company communication facilities up to the point of termination (as defined in Section 1.3.2), which denotes the demarcation point, and will be installed by the Telephone Company to such point of termination. If the point of termination is moved subsequent to the original installation, the charges described in Section 6.6.3E for switched access services, apply as appropriate. Any additional terminations at the customer's premises beyond such point of termination are the sole responsibility of the customer.

2. General Regulations
2.4 Customer Notification and Coordination

2.4.1	Changes and Substitutions
A.	Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Telephone Company may, where such action is reasonably required in the operation of its business perform the following actions.
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 used to provide other than metallic facilities, and substitution of metallic facilities for carrier or derived facilities used to provide other than metallic 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 as set forth in Section 6.4.1. 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 customer 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 Telephone Company will work cooperatively with the customer to determine reasonable notification requirements.

2.4.2	Refusal and Discontinuance of Service	
A.	Unless the provisions of Section 2.4.5B apply, if the customer fails to comply with Sections 2.2.2, 2.5.1A, 2.5.2A, 2.5.5, 2.5.7, 2.5.10 or Section 4, 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 customer 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 customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service without further notice.	(C)

2. General Regulations
2.4 Customer Notification and Coordination

2.4.2	Refusal and Discontinuance of Service
B.	Unless the provisions of Sections 2.4.5B apply, if the customer fails to comply with Sections 2.2.2, 2.5.1A, 2.5.2A, 2.5.5, 2.5.7 or Section 4, 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 customer 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 customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to discontinue the provision of the services involved without further notice.

2.4.3	Service Affecting Activities
A.	The Telephone Company will provide the customer timely notification of service affecting activities that may occur in normal operation of its business. 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. The Telephone Company will work cooperatively with the customer to determine the reasonable notification requirements. With some emergency or unplanned service affecting conditions, such as an outage resulting from cable damage, notification to the customer may not be possible. Such activities may include, but are not limited to the following activities.
1.	Equipment or facilities additions
2.	Removals or rearrangements
3.	Routine preventative maintenance
4.	Major switching machine change out

2.4.4	Provision and Ownership of Telephone Numbers
A.	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.
B.	Should it become necessary to make a change in such number(s), the Telephone Company will furnish to the customer 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, however, (e.g., a fire in a wire center), it may be necessary to change a telephone number without six month's notice in order to provide service to the customer.

2. General Regulations
2.4 Customer Notification and Coordination

2.4.5	Interference or Impairments
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 the preceding paragraph, 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.
1.	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.
2.	During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 4.2.1 is not applicable.

2.4.6	Customer Coordination with Respect to Network Contingencies
A.	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, subject to the restoration priority requirements of Part 64 of the FCCs rules.

2. General Regulations
2.5 Responsibility of the Customer

2.5.1	Scope
A.	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.
B.	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 the following parties.
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.
C.	In all cases of assignment or transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer which acknowledgment shall be made within fifteen 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.

2.5.2	Liability
A.	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.
B.	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.

2. General Regulations
2.5 Responsibility of the Customer

2.5.2	Liability
C.	The customer shall defend, indemnify and save harmless the Telephone Company from and against suits, claims, losses or damages including punitive damages, attorneys' fees and court cost 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 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.
D.	The customer 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 customer or third parties arising out of any act or omission of the customer in the course of using services provided under this tariff.

2.5.3	Ownership of Facilities and Theft
A.	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.

2.5.4	Equipment Space and Power
A.	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.

2. General Regulations
2.5 Responsibility of the Customer

2.5.5	Availability for Testing
A.	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.

2.5.6	Coordination with Respect to Network Contingencies
A.	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.

2.5.7	Balance, Current and Noise	
A.	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.	(N)
B.	Signals applied to a metallic facility shall conform to the limitations set forth in technical reference PUB 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.	

2.5.8	Design of Customer Services
A.	Subject to the provisions of Section 2.4.1, 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.

2.5.9	References to the Telephone Company
A.	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.

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

2. General Regulations
2.5 Responsibility of the Customer

2.5.10	Jurisdictional Report Requirements	
A.	The regulations set forth herein apply for purposes of determining the jurisdiction of Switched Access Services.	
B.	**Percent Interstate Usage (PIU)**	
1.	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-provided Percent Interstate Usage (PIU) factors to determine the jurisdiction of those minutes of use.	(T)(X) (T)
2.	The Telephone Company will apply the PIU factor, provided by the customer as set forth in (B)(4) or (C), 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) or as determined in (E) following. No prorating or back billing will be done based on the updated report.	(T) (C) (T) (X)
3.	There may be some portion of terminating minutes where it is not possible to know, and therefore to send, the needed originating number information. A "floor" of 7.00 percent (%) will be set for terminating minutes lacking originating number, for all switched access customers.	(N)
a.	When the percentage of terminating traffic without sufficient call detail to determine jurisdiction does not exceed the sum of the floor plus a 2.00 percent (%) grace threshold or 9.00 percent (%), the Telephone Company will apply the PIU factor, either provided by the customer or as set forth in section (B)(4).	
b.	When the percentage is greater than 9.00 percent (%), the Telephone Company will assess rates from this tariff on all minutes exceeding the floor. For example, if 30 percent (%) of a customer's terminating minutes sent to the Telephone Company do not contain sufficient originating information to allow the Telephone Company to determine the originating location, then the Telephone Company would apply the provisions of this tariff to those minutes exceeding the "floor", or 23.00 percent (%) in this example.	
c.	In the event that the Telephone Company applies rates to terminating calls without originating number information as provided in this tariff, customers will have the opportunity to request backup documentation of the Telephone Company's basis for such application, and further request that the Telephone Company change the application of the intrastate access rate upon a showing of why the intrastate rate should not be applied.	(N)

2. General Regulations
2.5 Responsibility of the Customer

2.5.10 Jurisdictional Report Requirements

B. (Continued)

4. 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). For each service listed below, the customer may provide separate PIU factors in accordance with (B)(7) and (B)(8). (T)

- Feature Group B (Notes 1, 2)
- Feature Group D (Notes 1, 2)
- 800 Database Access Service (Notes 1, 2, 3)
- 900 Access Service (Note 2)
- Common Channel Signaling Access (CCSA)(Note 2)

Note 1: The customer has the option to provide the Telephone Company with both an originating and a terminating PIU factor for each account from which the customer may originate and/or terminate traffic.

Note 2: The PIU factors will apply to all associated elements and services, e.g., Local Switching and Local Transport services. (C) (C)

Note 3: 800 Database Access service includes any access service which utilizes the following NPAs: 800, 888, 877, 866, 855, 844, 833, and 822 as they become available to the industry.

2. General Regulations
2.5 Responsibility of the Customer

2.5.10	Jurisdictional Report Requirements	
B.	**(Continued)**	
5.	When the customer provides PIU factors, the Telephone Company will subtract the developed PIU 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).	(T)
6.	Where the customer provides access services to other carriers, the customer will develop its projected PIU factor based upon a weighted average of the PIUs of its own and of the other carriers' end user traffic, in accordance with the procedures described below.	(T)
7.	For purposes of developing the projected interstate percentage for Feature Group D, 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.	(T)(X)
8.	For Feature B, 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.	(T) (X)
C.	**Jurisdictional Report Updates**	
1.	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) (N)
2.	Effective on the first of January, April, July and October of each year, the customer may update the interstate and intrastate jurisdictional reports. The customer will forward to the Telephone Company, to be received no later than 20 days after the first of each such month, a revised report or letter for all services showing the interstate 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 and intrastate use.	(T)
3.	When the Telephone Company does not have sufficient data to rely on actual call detail or to develop a PIU factor, the revised report or letter will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the customer does not supply an updated quarterly report or letter, the Telephone Company will assume the customer-provided percentages to be the same as those provided in the last quarterly report or letter accepted by the Telephone Company or as is determined by the provisions contained in (E) following.	(T)(C) (T) (T)
	For those cases in which a quarterly report or letter has never been received from the customer, the Telephone Company will assume the customer-provided PIU factors to be the same as provided in the order for service.	(T)

2. General Regulations
2.5 Responsibility of the Customer

2.5.10	Jurisdictional Report Requirements	
C.	**(Continued)**	
4.	If the revised factors represent what the Telephone Company considers to be a substantial deviation (a deviation of 5 (five) percentage points or more for the preceding twelve calendar months is a substantial deviation) from the customer's previously reported factors and cannot be attributed to seasonal changes or other identifiable reasons, the Telephone Company will request a Jurisdictional Report Verification of the factors as set forth in (E) following.	
D.	**Maintenance of Customer Records**	
1.	The customer shall retain for a minimum of twelve months call detail records that substantiate the interstate percent provided to the Telephone Company as set forth in (B) and (C) preceding for Switched Access Service. Such records shall consist of (a) and (b) following, if applicable:	
a.	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 originating and terminating address (i.e., calling, 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)
b.	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.	

2.5.10	Jurisdictional Report Requirements
E.	**Jurisdictional Report Verification**
1.	The Telephone Company may request the customer to verify their jurisdictional reports. The customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained. The Telephone Company will request the customer to provide the records of call detail and other information (as specified in (D) preceding) that the customer used to determine the percentage of interstate and intrastate use. No more than one verification request will be made per year.
a.	The Customer shall supply the data to the Telephone Company within 30 days of the Telephone Company request. The Telephone Company will request data for the four prior quarters unless a shorter period is requested by the Customer and agreed to by the Telephone Company.
2.	If the PIU factors filed by the customer cannot be validated by the data provided, and the data provided by the customer is sufficient to calculate a PIU factor different than the customer's reported PIU factor, the Telephone Company will use these records to:
a.	Revise the customer's PIU factor.
b.	Calculate the interstate and intrastate access charges that should have been billed to the customer for the prior period (as specified in (D) preceding), that the inaccurate PIUs had been used and debit or credit the customer for the difference between the charges that should have been billed with the revised PIU and the charges that were billed.

2. General Regulations
2.5 Responsibility of the Customer

2.5.10	Jurisdictional Report Requirements	
E.	**(Continued)**	(X)
3.	If the customer fails to supply data (as specified in (D) preceding) within 45 calendar days of the Telephone Company's request, sufficient for the Telephone Company to substantiate or determine PIU factors, then:	
a.	The Telephone Company will apply a default PIU factor of 50% to the traffic for which the Telephone Company does not have sufficient call detail to determine the jurisdiction of the traffic ("unknown jurisdiction" usage) (i.e., 50% of the unknown jurisdiction usage will be billed under the interstate jurisdiction and 50% of the unknown jurisdiction usage will be billed under the intrastate tariff) in lieu of the PIU factors last submitted by the customer.	
b.	The Telephone Company will apply the default PIU factor to all future access minutes of use with unknown jurisdiction beginning with the first bill date following the 45 calendar day period during which the customer was to submit the records of call detail requested by the Telephone Company. The application of the default PIU factor will continue until the customer provides the Telephone Company with records of call detail or other data that are sufficient for the Telephone Company to substantiate the customer-provided PIU factors.	(X)
F.	**Contested Jurisdictional Reports**	
1.	If after reviewing the data provided by the customer the Telephone Company determines that the customer-provided PIUs are inaccurate, the Telephone Company will report the results of the analysis to the customer by Certified U.S. Mail (return receipt requested). The Telephone Company will request that the customer provide updated PIU factors consistent with those contained in the Telephone Company's report.	
2.	If the Telephone Company applies the revised or default PIU factor to the customer's account as provided in (E) preceding in lieu of the customer-provided PIU factor, the customer may contest application of the default PIU by providing written notification, by Certified U.S. Mail (return receipt requested), to the Telephone Company within thirty (30) calendar days from the date the revised or default PIU is applied or the date that the Telephone Company provides notice to the customer of its decision to apply the revised or default PIU. The customer may request that the dispute be resolved by a neutral arbitrator mutually agreed upon by the Telephone Company and the customer. Arbitration is an option provided in addition to the customer's existing right to file a complaint or legal action in a court of law or at the Rhode Island Public Utilities Commission for resolution of the dispute. The arbitration hearing will be conducted in a location within the Telephone Company operating territory where the customer maintains its principal place of business or at a location within the Telephone Company operating territory that is mutually agreed upon by both parties. The arbitration procedures shall be governed by the law (both statutory and case) of the state in which the arbitration hearing is held, including, but not limited to, the Uniform Arbitration Act, as adopted. The arbitrator shall determine the customer's PIU for each category of traffic based on the standards in (B) preceding.	

2. General Regulations
2.5 Responsibility of the Customer

2.5.10 Jurisdictional Report Requirements

F. (Continued)

3. Prior to the arbitration hearing, each party shall notify the arbitrator of the PIU factor(s) which that party believes to be correct. The arbitrator, in deciding, may adopt the PIU percentage of either party or may adopt a PIU different from those proposed by the parties. If the arbitrator adopts a PIU proposed by one of the parties, the other party (whose PIU was not adopted) shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage higher than either of the PIU proposed by the parties, then the party proposing the lower PIU shall pay all costs of the arbitration. If the arbitrator adopts a PIU lower than either of the PIU proposed by the parties, then the party proposing the higher PIU shall pay all costs of the arbitration. If the arbitrator adopts a PIU which falls between the two percentages adopted by the parties, then the parties shall each pay one-half of the arbitration costs. (X)

4. The PIU factor(s) for each state for each category of traffic determined by the arbitrator will be applied by the Telephone Company to all future access minutes of use with unknown jurisdiction from that customer until the customer provides the Telephone Company with records of call detail or other data that are sufficient for the Telephone Company to substantiate the customer-provided PIU factors. (X)

5. Absent the customer's written notification, within the timeframe noted above, the customer must comply with the provisions set forth in (D) and (E) preceding. If the customer fails to comply with these provisions, the customer will be in violation of this Tariff and the Telephone Company may refuse additional applications for service and/or refuse to complete any and all pending orders for service or may discontinue the provision of services to the customer as specified in Section 2.4.2 preceding.

6. The Telephone Company retains the right to pursue any and all other legal remedies, whether in addition to, or in lieu of, the above procedures, to recover any under-billed switched access charges associated with incorrect customer-provided PIU factors under the applicable interstate or intrastate tariffs.

2. General Regulations
2.5 Responsibility of the Customer

2.5.11	Determination of Intrastate Charges for Mixed Interstate and Intrastate Access Service
A.	When mixed interstate and intrastate access service is provided, all charges (i.e., nonrecurring, monthly and usage) including optional feature charges, will be prorated between interstate and intrastate. The percentages will serve as the basis for calculating the appropriate charges. The intrastate percentages will change as revised usage reports are submitted. The percentages of an access service to be charged as intrastate are applied in the following manner.
1.	For monthly and nonrecurring chargeable rate elements associated with access services, multiply the intrastate percent times the quantity of chargeable elements times the stated tariff rate per element.
2.	For usage sensitive (i.e., access minutes and calls) chargeable rate elements, calculate charges by multiplying the percent intrastate use times actual use (i.e., measured or Telephone Company assumed average use) times the appropriate tariff rates.

2.5.12	Identification and Rating of VoIP-PSTN Traffic	
A.	**Scope—** VoIP-PSTN Traffic is defined as traffic exchanged between a Verizon end user and the customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. This section 2.5.12 governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("Order"), as modified by its Second Order on Reconsideration, FCC Release No. 12-47 (Apr. 25, 2012), and as codified in 47 C.F.R. § 51.319 ("Reconsideration Order"), and unless Verizon and the customer have agreed otherwise. Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Relevant VoIP-PSTN Traffic") from the customer's traditional intrastate access traffic, so that such Relevant VoIP-PSTN Traffic can be billed in accordance with the FCC Orders.	(T) (D) (N) (N) (T)
1.	This section will be applied to the billing of switched access charges to a customer that is a local exchange carrier only to the extent that the customer has also implemented billing of interstate access charges for Relevant VoIP-PSTN Traffic in accordance with the FCC Orders.	(T)
B.	**Rating of VoIP-PSTN Traffic—** The Relevant VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to Verizon's applicable tariffed interstate switched access rates as specified in Tariff FCC 11. Intrastate access minutes of use not required to be billed at interstate rates pursuant to this section 2.5.12 will be billed in accordance with the other rate provisions of this Tariff (absent an agreement between Verizon and the customer on a different compensation mechanism).	(N) (N)
C.	**Calculation and Application of Percent-VoIP-Usage Factor—** Verizon will determine the number of Relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection (B), above, through the use of a Percent VoIP Usage ("PVU") factor, which in turn will be based on a PVU-C factor and a PVU-V factor. These factors will be derived and applied as set forth below. The PVU-V and PVU-C factors will be based on information such as the number of Verizon's or the customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.	(C) (C)
1.	For the period on and after December 29, 2011, to July 12, 2012, and for the period on and after July 1, 2014:	(N) (N)

2. General Regulations
2.5 Responsibility of the Customer

2.5.12 Identification and Rating of VoIP-PSTN Traffic

C.1. (Continued)

a. The customer will calculate and furnish to Verizon a factor a PVU-C factor representing the percentage of the total access MOU that the customer exchanges with Verizon in the State, that (a) is sent to Verizon and that originated in IP format; or (b) is received from Verizon and terminated in IP format. A PVU-C factor for the period December 29, 2011, through July 12, 2012, must be submitted by April 15, 2012, in order to apply retroactively to December 29, 2011. A PVU-C factor for the period on and after July 1, 2014, will be submitted by June 1, 2014. (X)(T) (C) (C) (X)(C)

b. Verizon will, likewise, calculate PVU-V factors for the two periods representing the percentage of Verizon's total access MOU in the State that Verizon originates or terminates on its network in IP format, and will begin applying those PVU-V factors to the calculation of the PVU factor as of December 29, 2011, and July 1, 2014, respectively. (T)(C) (C) (C)

2. For the period from July 13, 2012, through June 30, 2014: (N)

a. The customer will calculate and furnish to Verizon, before July 1, 2012, a PVU-C factor representing the percentage of the total access MOU sent by the customer to Verizon in the State, that the customer originates in IP format. If the customer submitted a PVU-C factor under section 2.5.12(C)(1)(a) and does not furnish a new factor under this section 2.5.12(C)(2)(a), Verizon will use that previously submitted factor as the PVU-C for purposes of this subsection (2).

b. Verizon will, likewise, calculate a PVU-V factor for this period representing the percentage of Verizon's total terminating access MOU in the State that Verizon terminates on its network in IP format, and will begin applying that PVU-V factor to the calculation of the PVU factor as of July 13, 2012. (N)

3. (D) (D)

The PVU factor will be calculated as the sum of: (A) the PVU-C factor and (B) the PVU-V factor times (100% minus the PVU-C factor). (C)

4. For the period from December 29, 2011, through July 12, 2012, and for the period on and after July 1, 2014, Verizon will apply the PVU to the total intrastate access MOU exchanged with the customer to determine the number of such minutes that will be billed at the applicable interstate switched access rates. For the period from July 13, 2012, through June 30, 2014, Verizon will apply the PVU factor to the total terminating intrastate access MOU received from the customer, and the resulting number of minutes will be billed at terminating interstate access rates. (C) (C)

2. General Regulations
2.5 Responsibility of the Customer

2.5.12 Identification and Rating of VoIP-PSTN Traffic

C.4. (Continued)

Example 1: For February 2013, The PVU-V is 10% and the PVU-C is 40%. The PVU factor is equal to 40% + (10% x 60%) = 46%. Verizon will bill 46% of the customer's terminating intrastate access MOU at its tariffed interstate terminating switched access rates. (X) (C) (C) (C)

Example 2: For September 2014, the PVU-V is 10% and the PVU-C is 0%. The PVU factor is 0% + (100% x 10%) = 10%. Verizon will bill 10% of the customer's intrastate access MOU at Verizon's tariffed interstate switched access rates (originating or terminating, as applicable). (C) (C) (C)

Example 3: For the period after December 29, 2011, and prior to July 13, 2012, the PVU-C is 100%. No matter what the PVU-V factor is, the PVU is 100%. Verizon will bill 100% of the customer's intrastate access MOU at Verizon's tariffed interstate switched access rates (originating or terminating, as applicable). (C) (C) (C)

5. (D) (D)

D. Initial PVU Factor and PVU Factor Changes (T)

1. If the PVU factor for the period from December 29, 2011, to July 12, 2012, is not available and/or cannot be implemented in Verizon's billing systems by December 29, 2011, once that factor is available and can be implemented Verizon will adjust the customer's bills to reflect that PVU retroactively to December 29, 2011. In calculating the initial PVU to be applied from December 29, 2011, to July 12, 2012, Verizon will take the customer-specified PVU-C into account retroactively to December 29, 2011, provided that the customer provides the factor to Verizon no later than April 15, 2012. (C) (T) (T) (T) (D) (D)

2. The customer may submit an updated factor quarterly using the methodology set forth in subsection (C)(1) or (C)(2), above, as applicable. If the customer chooses to submit such updates, it shall forward to Verizon, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-C factor based on data for the prior three months, ending the last day of December, March, June, and September, respectively. Verizon will use the revised PVU-C to calculate a revised PVU. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU. (T)(C) (C)

E. PVU Factor Verification— Not more than twice in any year, Verizon may ask the customer to verify the PVU-C factor furnished to Verizon and customer may ask Verizon to verify the PVU-V factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-C and PVU-V factors. (T) (X)