

ACCESS SERVICE

2. General Regulations

2.1 Undertaking of the Telephone Company

2.1.1 Scope

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

(C) Indicates change.

ISSUED OCTOBER 25, 1985.

EFFECTIVE OCTOBER 24, 1985.

In compliance with the order of the Pennsylvania Public Utility Commission of October 24, 1985 in R-842779.

By J. J. Doherty, Jr., Director, One Parkway, Philadelphia, Pa.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.2 Limitations

(A) The customer may not assign or transfer the use of services provided under this Tariff; however, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:

- (1) another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
- (2) a court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

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

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

(B) The regulations for the installation and restoration of Telecommunications Service Priority (TSP) System Services shall be subject to Part 64.401, Appendix A, of the Federal Communications Commission's Rules and Section 10, following.

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(C) Indicates change.

ISSUED FEBRUARY 6, 1991.

EFFECTIVE APRIL 7, 1991.

By Edward J. Kennedy, Vice-President, 315 N. 2nd St., Harrisburg, Pa.

ACCESS SERVICE

2. General Regulations (Cont'd)
2.1 Undertaking of the Telephone Company (Cont'd)
2.1.2 Limitations (Cont'd)

(C) Subject to compliance with the rules mentioned in (B) preceding, where a shortage of facilities or equipment exists at any time, either for temporary or protracted periods, the services offered herein will be provided to customers on a first come, first served basis, except as provided in (D) following

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2.1.3 Liability

- (A) The Telephone Company's liability, if any, for its willful misconduct is not limited by this Tariff and/or the Special Services Tariff (Pa. P.U.C.-No. 304). With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of (B) through (I) following, the Telephone Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this Tariff and/or the Special Services Tariff (Pa. P.U.C.-No. 304) as a Credit Allowance for a Service Interruption.
- (B) No carrier furnishing a portion of a service shall be liable for any act or omission of any other carrier furnishing a portion of that service.
- (C) The Telephone Company is not liable for damages associated with service or facilities which it does not furnish.
- (D) The Telephone Company is not liable for damages to the customer premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Telephone Company's negligence.
- (E) The Telephone Company shall be indemnified, defended and held harmless by the end user against any claim, loss or damage arising from the use of services offered under this Tariff and/or the Special Services Tariff (Pa. P.U.C.-No. 304), involving:

(C) Indicates change.

ISSUED JUNE 26, 1991.

EFFECTIVE (AUGUST 25, 1991)
AUGUST 30, 1991.

By Daniel J. Whelan, Vice-President, 315 N. 2nd St., Harrisburg, Pa.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

(E) (Cont'd)

- (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications;
- (2) Claims for patent infringement arising from the end user's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or IC or;
- (3) All other claims arising out of any act or omission of the end user in the course of using services provided pursuant to this Tariff and/or the Special Services Tariff (Pa. P.U.C.-No. 304). (C)
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(F) The Telephone Company shall be indemnified, defended and held harmless by the IC against any claim, loss or damage arising from the IC's use of services offered under this Tariff and/or the Special Services Tariff (Pa. P.U.C.-No. 304), involving: (C)
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- (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the IC's own communications;
- (2) Claims for patent infringement arising from the IC's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or IC or;
- (3) All other claims arising out of any act or omission of the IC in the course of using services provided pursuant to this Tariff and/or the Special Services Tariff (Pa. P.U.C.-No. 304). (C)
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(G) The Telephone Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Telephone Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to the services so provided.

(C) Indicates change.

ISSUED FEBRUARY 25, 1987.

EFFECTIVE APRIL 26, 1987.

By J. J. Doherty, Jr., Vice-President, One Parkway, Philadelphia, Pa.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)2.1.3 Liability (Cont'd)

(H) No license under patents (other than the limited license to use) is granted by the Telephone Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff and the Special Services Tariff (Pa. P.U.C.-No. 304). 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 the Special Services Tariff (Pa. P.U.C.-No. 304) and will indemnify such customer for any damages awarded based solely on such claims.

(I) The Telephone Company's failure to provide or maintain services under this Tariff and the Special Services Tariff (Pa. P.U.C.-No. 304) 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 2.4.4 following.

2.1.4 Provision of Services

The Telephone Company, to the extent that such services are or can be made available with reasonable effort, and after provision has been made for the Telephone Company's telephone exchange services, will provide to the customer upon reasonable notice services offered in other applicable Sections of this Tariff and applicable Sections of the Special Services Tariff (Pa. P.U.C.-No. 304) at rates and charges specified therein.

The following services utilize copper facilities and will only be provided subject to the availability of suitable copper facilities; in locations where, at the Company's sole discretion, it has determined to upgrade the network and to migrate services away from copper facilities, these services, features and signaling protocols are no longer available: Voice Grade Special Access; Wideband Digital Special Access, Feature Group A, Ground Start and Reverse Battery Signaling, WATS Access Line, Lineside Basic Service Arrangement, Switched 56 Kilobit Service.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)2.1.5 Installation and Termination of Services

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

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

Material on this page formerly appeared on Page 23.

(C) Indicates change.

ISSUED NOVEMBER 8, 2016

EFFECTIVE DECEMBER 8, 2016

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.5 Installation and Termination of Services

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

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All service and/or material provided beyond the RDP are the sole responsibility of the customer. These services and/or materials may be provided by the customer, their agent or the Telephone Company as set forth in 13. following.

2.1.6 Maintenance of Services

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

2.1.7 Changes and Substitutions

The Telephone Company may, where such action is reasonably required in the operation of its business, (A) substitute, change or rearrange any facilities used in providing service under this Tariff and/or the Special Services Tariff (Pa. P.U.C.-No 304), including but not limited to, (1) substitution of different metallic facilities, (2) substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities and (3) substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities, (B) change minimum protection criteria, (C) change operating or maintenance characteristics of facilities or (D) change operations or procedures of the Telephone Company. In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as set forth in 6. following and the applicable Section(s) of the Special Services Tariff (Pa. P.U.C.-No. 304). The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Telephone Company will provide reasonable notification to the customer. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics.

(C) Indicates change.

ISSUED MARCH 27, 1992.

EFFECTIVE MAY 26, 1992.

By Daniel J. Whelan, Vice-President, 315 N. 2nd St., Harrisburg, Pa.

ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.8 Refusal and Discontinuance of Services

- (A) Unless the provisions of 2.2.2 (B) following apply, if the customer fails to comply with the provisions of this Tariff and the provisions of the Special Services Tariff (Pa. P.U.C.-No. 304), including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on thirty (30) days' written notice of noncompliance, refuse additional applications, including the provision of Physically- or Virtually-Collocated Interconnection, for service and/or refuse to complete any pending orders for service, including the provision of Physically- or Virtually-Collocated Interconnection, at any time thereafter. If the Telephone Company does not refuse additional applications for service on the date specified in the thirty (30) days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service, including the provision of Physically- or Virtually-Collocated Interconnection, without further notice. (C)
- (B) Unless the provisions of 2.2.2(B) following apply, if the customer fails to comply with the provisions of this Tariff and the provisions of the Special Services Tariff (Pa. P.U.C.-No. 304) including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on thirty (30) days' written notice, discontinue the provision of the services, including the provision of Physically- or Virtually-Collocated Interconnection, involved at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Telephone Company does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to discontinue the provision of the services, including the provision of Physically- or Virtually-Collocated Interconnection, involved without further notice. (C)

2.1.9 Quotation Charges

As further defined in 2.6, there are two types of quotations available for services provided on an Individual Case Basis.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.9 Quotation Charges (Cont'd)

- (A) An Order of Magnitude Quotation (OMQ) is a statement of estimated charges provided at no charge to the customer. The Telephone Company agrees to charge an amount within the stated percent allowable price deviation stated in the OMQ. The percent allowable price deviation will be developed in relationship to the duration of the validity period established for the particular OMQ. The validity periods for OMQs will be 60, 90 or 120 days.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.9 Quotation Charges (Cont'd)

(B) A Firm Order Quotation (FOQ) is a statement of firm charges provided to the customer as follows:

- (1) Except as set forth in 10.7 following, a non-recurring charge (USOC QPA) applies for the preparation of a FOQ. The charge includes the costs associated with the development and preparation of the FOQ. If the service is ordered as quoted, the Quotation Charge will be credited to the nonrecurring charge for the ordered service.
- (2) Except as specified in (3) following a FOQ remains valid for 90 days.
- (3) When the customer and the Telephone Company agree to a FOQ with a validity period longer than 90 days, the additional validity period will be 30 days. This additional period will be expressed with a corresponding percent allowable price deviation.
- (4) If the customer cancels the request for a FOQ prior to its completion, the customer will be billed for the costs incurred, for the quotation preparation, through the cancellation date.

2.1.10 Limitation of Use of Metallic Facilities

Signals applied to a metallic facility shall conform to the limitations set forth in Technical Reference Publication AS No. 1. In the case of application of dc telegraph signaling systems, the customer shall be responsible, at its expense, for the provision of current limiting devices to protect the Telephone Company facilities from excessive current due to abnormal conditions and for the provision of noise mitigation networks when required to reduce excessive noise.

2.1.11 Notification of Service-Affecting Activities

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

(C) Indicates change.

ISSUED OCTOBER 25, 1985.

EFFECTIVE OCTOBER 24, 1985.

By J. J. Doherty, Jr., Director, One Parkway, Philadelphia, Pa.

In compliance with the order of the Pennsylvania Public Utility Commission of October 24, 1985 in R-842779.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.12 Coordination with Respect to Network Contingencies

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

2.1.13 Provision and Ownership of Telephone Numbers

The Telephone Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Telephone Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

2.1.14 Surcharge

There shall be added to charges billed by the Company for service under this Tariff, Pa. P.U.C.-No. 302 and the Special Services Tariff (Pa. P.U.C.-No. 304), (except as otherwise specified), a surcharge of 0% for service rendered on and after August 1, 1993.

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This surcharge will be recomputed using the elements prescribed by the Commission:

- (A) Whenever any of the tax rates used in the calculation of the surcharge are changed
- (B) Whenever required by action of the Pennsylvania Public Utility Commission.

The above recalculation will be submitted to the Commission within 10 days after the occurrence of the event or date which occasions said recomputation.

2.1.15 Special Services

In cases where customers desire a special type of service for which provision is not otherwise made, a rate is quoted based on the cost of furnishing such service whenever in the judgment of the Telephone Company there is no reason for refusing to render the special service desired. Special Services are furnished on an individual case basis.

ISSUED JUNE 2, 1993.

EFFECTIVE AUGUST 1, 1993.

By Daniel J. Whelan, Vice-President, 315 N. 2nd St., Harrisburg, Pa.

(X) Filed under order of the Pennsylvania Public Utility Commission, State Tax Adjustment Procedure, dated March 10, 1970, as amended.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.16 Limited Service Offering

Limited Service Offerings may be furnished by the Telephone Company when it is anticipated that no more than fifty customers will request a particular service, and the service furnished to any such customer will involve an initial capital expenditure of no more than \$100,000.

The Telephone Company will file with the Commission, at least sixty days before the first installation of any service provided hereunder, a "Limited Service Offering Supplement". The supplement is in lieu of a general Tariff and satisfies the Commission's requirements for filing a Tariff. The supplement will include a brief description of the service and how it will be provided and will also include information about costs and rates. Changes in rates, terms and conditions may be made from time to time by the Telephone Company with no less than sixty days notice to the Commission and to customers for the service.

The Telephone Company will provide to the Commission, on an annual basis, a list of services furnished hereunder, including the number of customers for each service and the applicable rates.

Should circumstances change so that a general Tariff offering is warranted, the Telephone Company must file such a Tariff. In such case, existing customers would be furnished service in accordance with the general Tariff offering.

Service(s) provided hereunder are subject to all other applicable provisions in the Tariffs of the Telephone Company lawfully on file with the Commission.

The Telephone Company may limit the furnishing of any service provided under this Tariff provision to existing customers and decline to offer the service to new customers.

Limited Service Offerings which, in the judgement of the Telephone Company, are feasible to provide, will be furnished to customer(s) at rates based on costs, including an appropriate amount for contribution.

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EFFECTIVE OCTOBER 24, 1985.

By J. J. Doherty, Jr., Director, One Parkway, Philadelphia, Pa.

In compliance with the order of the Pennsylvania Public Utility Commission of
October 24, 1985 in R-842779.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.17 Preliminary Service Offering

In circumstances where customers require service(s) for which a Tariff is under consideration, but has not yet been filed with the Commission, the Telephone Company may provide the service(s) under authority of this provision. This provision may apply when:

- (A) a customer is physically moving or expanding its location(s);
- (B) existing service requirements exceed, or will shortly exceed, existing service capacity so that service to the customer may be impaired;
- (C) existing service is, or will shortly become, incompatible with future service needs of the customer;
- (D) a customer needs service to be installed as soon as possible.

The Telephone Company will file with the Commission, at least sixty days before the first installation of any service provided hereunder, a "Preliminary Service Offering Supplement". The supplement is in lieu of a general Tariff and satisfies the Commission's requirements for filing a Tariff. The supplement will include a brief description of the service(s) and how it will be provided and will also include information about costs and rates. The estimated rates for service(s) provided hereunder will be based on costs, including an appropriate amount for contribution.

Service(s) provided hereunder are subject to all other applicable provisions in the Tariffs of the Telephone Company lawfully on file with the Commission.

A general Tariff offering for any service(s) rendered hereunder must be filed by the Telephone Company with the Commission within twelve months after the service(s) is initially provided to any customer. However, the Commission, at the request of the Telephone Company for good cause shown, may authorize extension of the twelve month period or may authorize the Telephone Company to limit the furnishing of any service rendered under this provision to existing customers,

ISSUED OCTOBER 25, 1985.

EFFECTIVE OCTOBER 24, 1985.

By J. J. Doherty, Jr., Director, One Parkway, Philadelphia, Pa.

In compliance with the order of the Pennsylvania Public Utility Commission of October 24, 1985 in R-842779.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.17 Preliminary Service Offering (Cont'd)

at the rates, terms, and conditions previously filed with the Commission. Pending approval by the Commission of any general Tariff offering filed by the Telephone Company, if said general Tariff offering has not been permitted to become effective, the service(s) shall continue to be provided under the terms, conditions, and rates as originally filed with the Commission by the Telephone Company.

Upon approval by the Commission of the general Tariff offering, or upon the effectiveness of the said general Tariff offering without Commission approval, existing customers will then be provided service(s) only in accordance with the general Tariff offering. The rates and regulations as finally approved by the Commission shall be binding on each customer who had the service(s) prior to Commission approval as if they had been in effect when the customer was originally provided the service(s).

2.1.18 Flexible Pricing

Flexible Pricing provides a regulated method to adjust rates for competitive services in response to changing conditions in the marketplace. These adjustments are necessary to help assure that rates for competitive services are priced to provide the greatest practical contribution.

For any service flexibly priced, the Telephone Company will provide to the Commission a list of all costs associated with the service. The costs provided will include a cost methodology as well as a lower and upper rate limit acceptable to the Commission. The Telephone Company may adjust its rates up or down in response to changing market conditions, subject to the requirement that its rates are within the limits on file with the Commission. Changes in the current rates will become effective 60 days after filing with the Commission.

- (A) Flexible Pricing applies only to items specifically identified in this Tariff and to items specifically identified in the Special Services Tariff (Pa. P.U.C.-No. 304). (C)
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- (B) All conditions of service and/or regulations set forth in this Tariff and the Special Services Tariff (Pa. P.U.C.-No. 304) apply to items flexibly priced. (C)
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(C) Indicates change.

ISSUED FEBRUARY 25, 1987.

EFFECTIVE APRIL 26, 1987.

By J. J. Doherty, Jr., Vice-President, One Parkway, Philadelphia, Pa.

ACCESS SERVICE

2. General Regulations (Cont'd)
2.1 Undertaking of the Telephone Company (Cont'd)
2.1.18 Flexible Pricing (Cont'd)

- (C) Those items that are flexibly priced are identified in their respective Tariff Sections by the symbol @ and a corresponding footnote.
- (D) When a monthly rate is reduced or increased, all new and existing customers will be charged the new rate beginning with the date of the effective Tariff.
- (E) When a one time charge is reduced or increased, only new customers will be charged the revised rate.

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(C)

(C) Indicates change.

ISSUED AUGUST 1, 1990.

EFFECTIVE (SEPTEMBER 30, 1990.)
OCTOBER 29, 1990.

By Edward J. Kennedy, Vice-President, 315 N. 2nd St., Harrisburg, Pa.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.2 Use

2.2.1 Purpose

(A) Services provided under this Tariff and/or the Special Services Tariff (Pa. P.U.C.-No. 304) shall be used by the customer for its own use or in furnishing its authorized intrastate services to end users and for operational purposes directly related to the furnishing of the customer's authorized services. Operational purposes include testing and maintenance of circuits, demonstration and experimental services and spare services. Telephone Exchange Services required by the customer for its administrative use are furnished under other applicable Tariffs of the Telephone Company.

(C)
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(C) Indicates change.

ISSUED FEBRUARY 25, 1987.

EFFECTIVE APRIL 26, 1987.

By J. J. Doherty, Jr., Vice-President, One Parkway, Philadelphia, Pa.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.2 Use (Cont'd)

2.2.1 Purpose (Cont'd)

- (B) Where facility conditions permit, the customer may use the entire transmission capability of a service provided under this Tariff and/or the Special Services Tariff (Pa. P.U.C.-No. 304) as a single channel or create additional communication channels within or below the voice frequency band, except that the customer may not create additional communication channels from video cable facilities or audio facilities other than diplexing associated audio signals on the video cable facility. The Telephone Company does not warrant that its facilities and services meet standards other than those set forth in this Tariff and/or the Special Services Tariff (Pa. P.U.C.-No. 304). (C)

2.2.2 Interference or Impairment

- (A) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Telephone Company and associated with the facilities utilized to provide services under this Tariff and/or the Special Services Tariff (Pa. P.U.C.-No. 304) 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. (C)
- (B) If such characteristics or methods of operation are not in accordance with (A) preceding, the Telephone Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in 2.4.4 following is not applicable.

(C) Indicates change.

ISSUED FEBRUARY 25, 1987.

EFFECTIVE APRIL 26, 1987.

By J. J. Doherty, Jr., Vice-President, One Parkway, Philadelphia, Pa.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.2 Use (Cont'd)

2.2.3 Unlawful Use

The service provided under this Tariff and/or the Special Services Tariff (Pa. P.U.C.-No. 304) shall not be used for an unlawful purpose. (C)

2.3 Obligations of the Customer

2.3.1 Damages

The customer shall reimburse the Telephone Company for damages to Telephone Company facilities utilized to provide services under this Tariff and/or the Special Services Tariff (Pa. P.U.C.-No. 304) caused by the negligence or willful act of the customer or an end user while using the services of the customer, or resulting from improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. The Telephone Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Telephone Company for the damages to the extent of such payment. (C)

2.3.2 Ownership of Facilities and Theft

Facilities utilized by the Telephone Company to provide service under the provisions of this Tariff and/or the Special Services Tariff (Pa. P.U.C.-No. 304) 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. (C)

The customer shall reimburse the Telephone Company for any loss through theft of facilities utilized to provide services under this Tariff and/or the Special Services Tariff (Pa. P.U.C.-No. 304) at the customer terminal terminal location or end user premises. (C)

2.3.3 Equipment Space and Power

The customer shall furnish or arrange to have furnished to the Telephone Company, at no charge, equipment space and electrical power required by the Telephone Company to provide this services under Tariff and/or the Special Services Tariff (Pa. P.U.C.-No. 304) at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the Telephone Company. The customer shall also make necessary arrangements in order that the Telephone Company will have access to such spaces at reasonable times for installing, testing, inspecting, repairing or removing Telephone Company services. (C)

(C) Indicates change.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Equipment Space and Power (Cont'd)

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

2.3.4 Additional Facilities and Protective Apparatus

The customer shall bear the cost, if any, of such additional facilities or protective apparatus which, according to accepted telecommunications industry standards, are required to be installed because of the particular use or hazardous location of the services provided under this Tariff and/or the Special Services Tariff (Pa. P.U.C.-No. 304). Rates and/or charges, if applicable, will be developed on an individual case basis.

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2.3.5 Inspection of Facilities and Protective Apparatus

The customer shall allow the Telephone Company to inspect at reasonable times any facilities or equipment provided by other than the Telephone Company required in accordance with 2.3.4 preceding and 2.5 following which are associated with the services provided under this Tariff and/or the Special Services Tariff (Pa. P.U.C.-No. 304) to determine if such installation complies with such Telephone Company requirements.

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2.3.6 Availability for Testing

The services provided under this Tariff and/or the Special Services Tariff (Pa. P.U.C.-No. 304) 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.

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2.3.7 Balance

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

(C) Indicates change.

ISSUED FEBRUARY 25, 1987.

EFFECTIVE APRIL 26, 1987.

By J. J. Doherty, Jr., Vice-President, One Parkway, Philadelphia, Pa.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.8 Design of Customer Services

Subject to the provisions of 2.1.7 preceding, the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Telephone Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.3.9 References to the Telephone Company

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

2.3.10 Contacts with the Customers' End Users

The customer shall be responsible for all contacts and arrangements with end users concerning the provision and maintenance of, and the billing and collecting of charges for, the customer's services to end users, except as set forth in 9. and 13. following, for Directory Assistance Service and Presubscription, respectively.

(C)

2.3.11 Claims and Demands for Damages

(A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this Tariff and/or the Special Services Tariff (Pa. P.U.C.-No. 304), any circuit, apparatus, system or method provided by the customer.

(B) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Telephone Company's services

(C) Indicates change.

ISSUED AUGUST 12, 1987.

EFFECTIVE OCTOBER 11, 1987.

By J. J. Doherty, Jr., Vice-President, One Parkway, Philadelphia, Pa.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Claims and Demands for Damages (Cont'd)

(B) (Cont'd)

provided under this Tariff and/or the Special Services Tariff (Pa. P.U.C.-No. 304), 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 and/or the Special Services Tariff (Pa. P.U.C.-No. 304); provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.

(C)
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(C)
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(C) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the customer or third persons arising out of the Telephone Company provision of Billing Analysis Service or any other service under this Tariff and/or the Special Services Tariff (Pa. P.U.C.-No. 304) at the request of the customer, including, but not limited to claims for libel, slander, invasion of privacy, conversion and trespass.

(C)

(D) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the customer or third parties arising out of any act or omission of the customer in the course of using service provided under this Tariff and/or the Special Services Tariff (Pa. P.U.C.-No. 304).

(C)

2.3.12 Notification of Service-Affecting Activities

The customer shall provide the Telephone Company timely notification of the following: planned or unplanned outages of customer facilities which will affect the Telephone Company's capability to provide adequate service for anticipated traffic volumes; facility failures within the customer network which will adversely impact upon the Telephone Company's capability to provide adequate service for anticipated traffic volumes; and, customer marketing activities designed to generate rapid or short-term increases in anticipated traffic volumes. This timely notification will enable the Telephone Company to administer its network as set forth in 6.5.1 following.

(C) Indicates change.

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.13 Coordination with respect to Network Contingencies

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

2.3.14 Jurisdictional Reports Requirements(A) Jurisdictional Reports(1) Percent Interstate Usage (PIU)

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

The Telephone Company will apply the PIU factor, either provided by the customer or as set forth in section (1)(b) only to minutes of use for which the Telephone Company does not have sufficient call detail to determine jurisdiction. The customer-provided PIU factor will be used until the customer provides an updated PIU factor as set forth in (A)(3) following. No prorating or back billing will be done based on the updated report. (C)

Some material previously on this sheet now appears on Original Sheet 37C.1.

Some material now appearing on this sheet previously appeared on 3rd Revised Sheet 37A.

(C) Indicates Change

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.14 Jurisdictional Reports Requirements (Cont'd)(A) Jurisdictional Reports (Cont'd)(1) Percent Interstate Usage (PIU) (Cont'd)

(a) (Cont'd)

(C)

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.

- 1) 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 (A)(3).
- 2) 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.

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.

Some material previously on this sheet now appears on 4th Revised Sheet 37B.

(C) Indicates Change

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.14 Jurisdictional Reports Requirements (Cont'd)(A) Jurisdictional Reports (Cont'd)(1) Percent Interstate Usage (PIU) (Cont'd)

- (b) When the customer initially orders Switched Access Service(s) the customer will state in its order (Access Service Request) a PIU factor. This factor will be used by the Telephone Company as the customer-provided PIU factor until the customer provides an updated PIU factor as required in (A)(3) following. For each service listed below, the customer may provide separate PIU factors in accordance with sections (a) and (c). (C)

- Lineside BSA ^{1, 2, 3}
- Feature Group A (FGA) ^{1, 2, 3}
- Feature Group A FX/ONAL ^{2, 3}
- Trunkside BSA - 950 Option ^{1, 2, 3}
- Trunkside BSA - 101XXXX Option ^{2, 3}
- Feature Group B (FGB) ^{2, 3}
- Feature Group D (FGD) ^{2, 3}
- 500 Access Services ² (C)
- 700 Access Services ² (C)
- Toll Free Services ^{2, 3, 4}
- 900 Access Services ² (C)
- Directory Assistance Service ^{2, 5} (C)

When a customer submits an order for Switched Access services, the customer may provide the PIU factor on a statewide, LATA or billing account number (BAN) level. (C)

NOTES:

- 1 Services that do not have recording capability will be designated as interstate services.
- 2 The PIU factors will apply to all associated elements and services, e.g., Carrier Charge, Local Switching, Tandem Switched Transport, Tandem Switching, Shared End Office Trunk Port, and minutes of use based multiplexer rate elements, where applicable. (C)
- 3 The customer has the option to provide the Telephone Company with both an originating and a terminating PIU factor for each account or state from which the customer may originate and/or terminate traffic. (C)
- 4 "Toll Free" 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.
- 5 The customer shall provide a PIU factor for each Directory access service group ordered.

(C) Indicates Change

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.14 Jurisdictional Reports Requirements (Cont'd)(A) Jurisdictional Reports (Cont'd)(1) Percent Interstate Usage (PIU) (Cont'd)

(b) (Cont'd)

(C)

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

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.

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

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.14 Jurisdictional Reports Requirements (Cont'd)(A) Jurisdictional Reports (Cont'd)(1) Percent Interstate Usage (PIU) (Cont'd)

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

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

Material now appearing on this sheet previously appeared on 6th Revised Sheet 37.

(C) Indicates Change

ISSUED OCTOBER 31, 2007

EFFECTIVE NOVEMBER 30, 2007

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.14 Jurisdictional Reports Requirements (Cont'd)(A) Jurisdictional Reports (Cont'd)(2) Switched Access Service Entrance Facilities, Direct-Trunked Transport Facilities, and Dedicated End Office and Access Tandem Trunk Ports

The Telephone Company will develop a PIU factor to apply to Entrance Facility, Direct-Trunked Transport and Dedicated End Office and Access Tandem Trunk Ports rate elements when sufficient call detail exists. The Telephone Company will apply the PIU factor provided by the customer as set forth in (A) (3) only when the Telephone Company does not have sufficient data to develop a PIU factor. (C)

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

(a) Entrance Facilities and Direct Trunked Transport Facilities

- 1) A customer may provide a separate PIU factor for each rate element (Entrance Facilities and Direct Trunked Transport) at a Billing Account Number or higher reporting level) reflecting the originating and terminating traffic of all Switched Access services that use such facilities. A consolidated PIU factor for all Entrance Facility and Direct-Trunked Transport elements may be provided at the option of the customer if such PIU factor is representative of the actual interstate use of the service. (C)
- 2) If a customer is providing or sharing a facility with other carriers, the PIU for the Entrance Facilities and Direct Trunked Transport may be developed using multiple PIU factors. In this situation, the calculation to determine the facility PIU using factors must be provided with the quarterly jurisdictional report. (C)

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.14 Jurisdictional Reports Requirements (Cont'd)(A) Jurisdictional Reports (Cont'd)

(2) (Cont'd)

(b) Dedicated End Office and Access Tandem Trunk Ports

In addition to the report requirements set forth in (A) (1) and (A) (2) (a) preceding and (A) (3) following, the customer may provide a PIU factor in a whole number for Dedicated End Office or Access Tandem Trunk Ports, using a single PIU factor per state or billing account number. For the initial establishment of Switched Access Service, the Telephone Company will utilize the customer-provided PIU factor reported on the customer's Access Service Request as the PIU factor for Dedicated End Office and Access Tandem Trunk Ports. These PIU factors will be used in determining the monthly rates to be applied for the Dedicated Trunk Ports as set forth in Section 2.3.11. (C)

(3) Jurisdictional Report Updates

Effective on the first of January, April, July and October of each year the customer may update the interstate and intrastate jurisdictional report. The customer shall forward to the Telephone Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively. In the event that the Telephone Company does not have sufficient data to calculate PIU factors, these factors will be applied to activity dated on or after the first day of the next calendar month, which begins at least 15 business days after the day on which the revised report or letter is received. (C)

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 (C) following.

Some material previously appearing on this sheet now appears on 1st Revised Sheet 37F.

(C) Indicates Change

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.14 Jurisdictional Reports Requirements (Cont'd)(A) Jurisdictional Reports (Cont'd)(3) Jurisdictional Report Updates (Cont'd)

When the Telephone Company does not have sufficient data to rely on actual call detail or to develop a PIU factor, the revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. No prorating or back billing will be done based on the report. If the customer does not supply an updated quarterly report or letter, the Telephone Company will assume the customer-provided PIU factors to be the same as those provided in the last quarterly report or letter accepted by the Telephone Company.

For those cases in which a quarterly report has never been received from the customer, the Telephone Company will assume the percentages to be the same as those provided in the order for service.

(B) Maintenance of Customer Records

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 (A) 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 (C) 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;
- (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.

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.14 Jurisdictional Reports Requirements (Cont'd)(C) Jurisdictional Reports Verification

(C)

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 (B) preceding), used to determine the percentage of interstate and intrastate use. No more than one verification request will be made per year.

- (1) 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 specified in (B) 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) 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.
- (3) If the customer fails to supply data (as specified in (B) 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.

(C) Indicates Change

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.14 Jurisdictional Reports Requirements (Cont'd)(C) Jurisdictional Reports Verification (Cont'd)

(C)

(3) (Cont'd)

- (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.

(D) Contested Jurisdictional Reports

If the Telephone Company determines that that the customer-provided PIUs are inaccurate, after reviewing the data provided by the customer, 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.

If the Telephone Company applies the revised or default PIU factor to the customer's account as provided in (C) 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 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 Pennsylvania Public Utility Commission for resolution of the dispute. The arbitration hearing will be conducted in Pennsylvania within the Telephone Company's operating territory where the customer maintains its principal place of business or at a location within the Telephone Company's operating territory that is mutually agreed upon by both parties. The arbitration procedures shall be governed by the law (both statutory and case) of Pennsylvania, including, but not limited to, the Uniform Arbitration Act, as adopted in Pennsylvania. The arbitrator shall determine the customer's PIU for each category of traffic based on the standards in (A) preceding.

(C) Indicates Change

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.14 Jurisdictional Reports Requirements (Cont'd)(D) Contested Jurisdictional Reports (Cont'd)

(C)

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.

The PIU factor(s) 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 in Pennsylvania 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.

Absent the customer's written notification, within the timeframe noted above, the customer must comply with the provisions set forth in (B) and (C) 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 the services to the customer as specified in 2.1.8 preceding.

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.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.14 Jurisdictional Report Requirements (Cont'd)

(B) Maintenance of Customer Records

The customer shall maintain and retain for a minimum of one year, complete, detailed and accurate records, workpapers and backup documentation in form and substance to evidence the percentage data provided to the Telephone Company as set forth in (A) (1) and (2) preceding. All of the records, workpapers and backup documentation shall be made available during normal business hours, at the location named in the report, upon reasonable request by the Telephone Company in order to permit a review by the Telephone Company auditor or outside auditor under contract to the Telephone Company or an auditor of a federal or state regulatory commission. If the records, workpapers and backup documentation are not provided or are insufficient or not in accordance with the provisions of this paragraph, the Company shall discontinue service to the customer.

2.3.15 Determination of Interstate Charges for Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate Access Service is provided, all charges (i.e., nonrecurring, monthly and/or usage) including optional features charges, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.3.14 preceding will serve as the basis for prorating the charges unless the Telephone Company is billing according to actuals. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.15 Determination of Interstate Charges for Mixed Interstate and Intrastate Access Service (Cont'd)

- (B) For usage sensitive (i.e., access minutes and calls) chargeable rate elements, multiply the percent intrastate use times actual use (i.e., measured or Telephone Company assumed average use) times the stated tariff rate.

The intrastate percentage will change as revised usage reports are submitted as set forth in 2.3.14 preceding.

2.3.16 Trouble Determination

- (A) The customer shall be responsible for receiving trouble reports from its end users and determining, by testing or other means, if the source of trouble is caused by the equipment or facilities provided by the customer, its end user, or by the Telephone Company.
- (B) When more than one Telephone Company service is used to provide service to a customer, the customer is responsible for determining which service provided by the Telephone Company is causing the reported trouble.
- (C) The customer shall be responsible for payment of Maintenance of Service Charges as set forth in 13. following when reporting trouble to the Telephone Company and the obligations in (A) and (B) preceding are not met.

2.3.17 Identification and Rating of VoIP-PSTN Traffic(A) Scope

- (1) 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 2.3.17 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. (C)

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.17 Identification and Rating of VoIP-PSTN Traffic (Cont'd)(A) Scope (Cont'd)

(1) (Cont'd)

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.

- (2) 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.

(B) Rating of VoIP-PSTN Traffic

- (1) 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 FCC 1. Intrastate access minutes of use not required to be billed at interstate rates pursuant to this section 2.3.17 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).

Verizon will apply the applicable interstate rates set forth in FCC 1. For ease of reference, the following interstate rates are identified, but FCC 1 controls:

	Other Than Toll Free Data Base Access Service Originating*	Toll Free Data Base Access Service Originating*	Terminating
LS1 Premium-Feature Group A & B Per MOU	\$0.002406	N/A*	\$0.000000
LS1 Premium-Lineside BSA and Trunkside BSA-950 Option	\$0.002403	N/A*	\$0.000000
LS2 Premium-Feature Group C & D Per MOU	\$0.002406	\$0.000000* (C)	\$0.000000
LS2-Premium Trunkside BSA-MTS/WATS Option and Trunkside BSA-101XXXX Option	\$0.002403	\$0.000000* (C)	\$0.000000
Shared Trunk Port Tandem Multiplexing-DS3 to DS1 per MOU	\$0.001688	\$0.000000* (C)	\$0.000000
Host/Remote-Fixed-Per MOU	\$0.000000	N/A*	\$0.000000
Host/Remote-Per Mile-Per MOU	\$0.000000	N/A*	\$0.000000

* Issued in compliance with the Order of the Federal Communications Commission in WC Docket No. 18-156, In the Matter of 8YY Access Charge Reform, FCC 20-143, released October 9, 2020.

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.17 Identification and Rating of VoIP-PSTN Traffic (Cont'd)(B) Rating of VoIP-PSTN Traffic (Cont'd)

(1) (Cont'd)

	Other Than Toll Free Data Base Access Service Originating*	(C)	Toll Free Data Base Access Service Originating*	(C)	Terminating to Verizon End Office	Terminating to Third Party
Tandem Switching						
-Per MOU	\$0.001574		\$0.001000*	(C)	\$0.000000	\$0.001574
Tandem Transport						
-Fixed-Per MOU-			N/A*			
-Per Month	\$0.000000				\$0.000000	\$0.000000
Tandem Transport						
-Per Mile-Per MOU-						
- Per Month	\$0.000002		N/A*		\$0.000000	\$0.000002

* Issued in compliance with the Order of the Federal Communications Commission in WC (C)
Docket No. 18-156, In the Matter of 8YY Access Charge Reform, FCC 20-143, released (C)
October 9, 2020. (C)

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.17 Identification and Rating of VoIP-PSTN Traffic (Cont'd)(B) Rating of VoIP-PSTN Traffic (Cont'd)

(C)

(1) (Cont'd)

	Originating	Terminating
Composite Terminating End Office Charge	\$0.000000	\$0.003162

(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.

(1) For the period from December 29, 2011 through July 12, 2012, and for the period on and after July 1, 2014:

- (a) The customer will calculate and furnish to Verizon 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.
- (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.

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.17 Identification and Rating of VoIP-PSTN Traffic (Cont'd)(C) Calculation and Application of Percent-VoIP-Usage Factor
(Cont'd)

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

(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 2.3.17(C)(1)(a) and does not furnish a new factor under this section 2.3.17(C)(2)(a), Verizon will use that previously submitted factor as the PVU-C for purposes of this subsection (2)(a)

(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.

(3) 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).

(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.

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.17 Identification and Rating of VoIP-PSTN Traffic (Cont'd)(C) Calculation and Application of Percent-VoIP-Usage Factor
(Cont'd)

(4) (Cont'd)

Example 2: For September 2014, the PVU-V is 10% and the PVU-C is 0%. The PVU factor is $0\% + (100\% \times 10\%) = 10\%$. 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)

Example 3: For a 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)

(D) Initial PVU Factor and PVU Factor Changes

- (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.

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.17 Identification and Rating of VoIP-PSTN Traffic (Cont'd)(D) Initial PVU Factor and PVU Factor Changes (Cont'd)

(C)

- (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.

(E) PVU Factor Verification

- (1) 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.

ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances(C¹)2.4.1 Payment of Rates, Charges and Deposits

- (A) The Telephone Company may, in order to safeguard its interests, require a customer which has a proven history of late payments to the Telephone Company or does not have established credit with the Telephone Company except for a customer which is a successor of an company which has established credit with the Telephone Company and has no history of late payments to the Telephone Company, to make a deposit prior to or at any time after the

(C¹) Material relocated from Sheet 39E.

(C)

ACCESS SERVICE

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

(A) (Cont'd)

provision of a service to the customer to be held by the Telephone Company as a guarantee of the payment of rates and charges. Such deposit may not exceed the actual or estimated rates and charges for the service for a two month period plus the amount of any termination charges attributable to the service. At such time as the provision of the service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded. At the option of the Telephone Company, such a deposit may be refunded or credited to the customer's account when the customer has established credit or an acceptable record of payment at any time prior to the termination of the provision of the service to the customer. Should a deposit be credited to the customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the customer's account.

Interest at the rate determined by the average rate of one-year Treasury bills for the months of September, October and November of the previous year will be paid by Verizon Pennsylvania Inc. on the amount of the deposit, for the period it is retained and, where the deposit is retained for a period in excess of one year, interest will be paid annually through a credit to the customer's account.

- (B) The Telephone Company shall bill on a current basis all charges incurred by and credits due to the customer under this Tariff and/or the Special Services Tariff (Pa. P.U.C.-No. 304) attributable to services established or discontinued during the preceding billing period. In addition, the Telephone Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears. The bill day (i.e., the billing date of a bill for a customer for Access Service under this Tariff), the period of service each bill covers and the payment date will be as follows:

(C) Indicates change.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

(B) (Cont'd)

- (1) For Presubscription Service, the Telephone Company will establish a bill day each month for each end user account. The bill will cover Presubscription Service charges for the ensuing billing period except for Presubscription Service for the Federal Government which will be billed in arrears. Any known unbilled charges for prior periods and any known unbilled adjustments for prior periods for Presubscription Service will be applied to this bill. Such bills are due when rendered.
- (2) For Service other than Presubscription Service, the Telephone Company will establish a bill day each month for each customer account or advise the customer in writing of any alternate billing schedule. Alternate billing schedules shall not be established on less than 60 days' notice or initiated by The Telephone Company more than twice in any consecutive 12 month period. The bill will cover nonusage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled nonusage sensitive charges for prior periods and unbilled usage charges for the period after the last bill day thru the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due as set forth in (3) following. If payment is not received by the payment date, as set forth in (3) following in immediately available funds, a late payment penalty will apply as set forth in (3) following.

(C)

(C) Indicates change.

ISSUED AUGUST 1, 1990.

EFFECTIVE (SEPTEMBER 30, 1990)
OCTOBER 29, 1990.

By Edward J. Kennedy, Vice-President, 315 N. 2nd St., Harrisburg, Pa.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

- (3) (a) All bills dated as set forth in (2) preceding for service, other than Presubscription Service, provided to the customer by the Telephone Company, are due 31 days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date) whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, the second Tuesday in November and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed), payment for such bills will be due from the customer as follows: (C)

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

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

(C) Indicates change.

ISSUED OCTOBER 25, 1985.

EFFECTIVE OCTOBER 24, 1985.

By J. J. Doherty, Jr., Director, One Parkway, Philadelphia, Pa.

In compliance with the order of the Pennsylvania Public Utility Commission of October 24, 1985 in R-842779.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

(B) (Cont'd)

(3) (Cont'd)

(b) (Cont'd)

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

(II) 0.00049315 per day, for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company. (C)

(c) Billing Disputes (C)

(I) The date of the dispute shall be the date the Telephone Company receives sufficient documentation to investigate the dispute.

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

(III) In the event that a billing dispute concerning any charges billed to the customer by the Telephone Company is resolved in favor of the Telephone Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in (b) preceding.

(IV) If the customer pays the bill in full by the payment due date, and later initiates a billing dispute within ninety days of the payment due date, penalty interest may be applicable.

(C) Indicates change.

ISSUED JANUARY 27, 1988.

EFFECTIVE MARCH 27, 1988.

By J. J. Doherty, Jr., Vice-President, One Parkway, Philadelphia, Pa.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

(B) (Cont'd)

(3) (Cont'd)

(c) (Cont'd)

(IV) (Cont'd)

(C)

a) If the billing dispute is resolved in favor of the customer, the customer shall receive a credit from the Telephone Company. This credit will be an amount equal to the disputed amount resolved in the customer's favor times a penalty factor. This amount will apply from the date of the customer's payment through the date on which the customer receives the disputed amount credit from the Telephone Company. The penalty factor shall be the lesser of:

(I) The highest interest rate (in decimal value) which may be levied by law for commercial transactions, for the number of days from the first date to and including the last date of the period involved, or

(II) 0.00049315 per day, for the number of days from the first date to and including the last date of the period involved.

b) If the dispute is resolved in favor of the Telephone Company, neither a late payment charge nor a penalty interest charge is applicable.

(C) Indicates change.

ISSUED JANUARY 27, 1988.

EFFECTIVE MARCH 27, 1988.

By J. J. Doherty, Jr., Vice-President, One Parkway, Philadelphia, Pa.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

(B) (Cont'd)

(3) (Cont'd)

(c) (Cont'd)

(V) If the customer pays the bill in full by the payment due date, and later initiates a billing dispute after ninety days of the payment due date, penalty interest may be applicable.

(C)

a) If the billing dispute is resolved in favor of the customer, the customer shall receive a credit from the Telephone Company. This credit will be an amount equal to the disputed amount times the penalty factor. This amount will apply from the date of the dispute through the date on which the customer receives the disputed amount credit from the Telephone Company. The penalty factor shall be the lesser of:

(I) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, for the number of days from the first date to and including the last date of the period involved or

(II) 0.00049315 per day, for the number of days from the first date to and including the last date of the period involved.

(C) Indicates change.

ISSUED JANUARY 27, 1988.

EFFECTIVE MARCH 27, 1988.

By J. J. Doherty, Jr., Vice-President, One Parkway, Philadelphia, Pa.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

- (C) Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other Sections of this Tariff will be prorated to the number of days or major fraction of days based on a 30 day month. The Telephone Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill.
- (D) When a rate as set forth in this Tariff and/or the "Special Services Tariff (Pa. P.U.C.-No. 304) is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- (E) When more than one copy of a customer bill for services provided under the provisions of this Tariff is furnished to the customer, an additional charge applies for each additional copy of the bill as set forth in 13. following.

2.4.2 Minimum Periods

The minimum periods for which services are provided and for which rates and charges are applicable are as set forth in 5. and 9. following for the services involved.

(C)
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The minimum period for which service is provided, and for which rates and charges are applicable for a Special Service provided on an individual case basis.

(C) Indicates change.

ISSUED AUGUST 12, 1987.

EFFECTIVE OCTOBER 11, 1987.

By J. J. Doherty, Jr., Vice-President, One Parkway, Philadelphia, Pa.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.2 Minimum Periods (Cont'd)

is one month unless a different minimum period is established with the individual case.

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

2.4.3 Cancellation of an Order for Service

Provisions for the cancellation of an order for service are set forth in other applicable Sections of this Tariff and the Special Services Tariff (Pa. P.U.C.-No. 304).

(C)
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(C) Indicates change.

ISSUED FEBRUARY 25, 1987.

EFFECTIVE APRIL 26, 1987.

By J. J. Doherty, Jr., Vice-President, One Parkway, Philadelphia, Pa.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions

(A) General

A service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this Tariff and/or the Special Services Tariff (Pa. P.U.C.-No. 304) or in the event that the protective controls applied by the Telephone Company as set forth in 6.5.1 following result in the complete loss of service by the customer. An interruption period starts when an inoperative service is reported to the Telephone Company and ends when the service is operative.

(C)
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(C) Indicates change.

ISSUED FEBRUARY 25, 1987.

EFFECTIVE APRIL 26, 1987.

By J. J. Doherty, Jr., Vice-President, One Parkway, Philadelphia, Pa.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies

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

- (1) For LATA Access Services other than those specified below, (C)
no credit shall be allowed for an interruption of less than 24 hours. The customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of the monthly charges for the facility or service for each period of 24 hours or major fraction thereof that the interruption continues.
- (2) Credit allowances for interruptions to Switched Access Service apply to any applicable monthly rates. Credit allowances for Directory Assistance Service apply only to the applicable monthly rates or to the per call rate. (C)
- (3) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the monthly rate and minimum monthly usage charge for the service interrupted in any one monthly billing period.
- (4) For certain LATA Access services (Digital Data Service and High Capacity), any period during which the error performance is below that specified for the service will be considered as an interruption.
- (5) For Digital Data Service and High Capacity (DS1) Service available in Pa. P.U.C.-No. 304, a Service Assurance Maintenance Guarantee (SAMG) credit allowance, equal to 50% of the Monthly Recurring Charge, applies in the event of a service interruption for four or more consecutive hours. The SAMG credit can only be applied once on a per-month, per-circuit basis. For multipoint circuits, the SAMG credit will apply to each leg of the circuit that experiences a service interruption. The SAMG credit is applied to the customer bill in addition to the existing monthly service rates, and in addition to any existing credit allowances for DDS and DS1 services as long as the combination of monthly credits does not exceed the monthly charge. The monthly charge will consist of all applicable rate elements charged to the circuit experiencing a service interruption.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

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

(6) Special Access, Switched Transport or Public Data
Network

(C)

No credit shall be allowed for an interruption of less than 30 minutes. When service is interrupted for 30 minutes or more, credit is allowed for the portion of the service affected in one-half hourly multiples for each one-half hour period or major fraction thereof of interruption. The amount of credit is the proportional part of the monthly charge, based on 24-hour daily service. The length of interruption shall be measured from the time Telephone Company personnel are notified by the customer of the interruption.

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

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

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

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

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

- (5) Special Access, Switched Transport or Public Data Network (Cont'd)

(C)

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

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

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(C) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

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

(C) Indicates change.

ISSUED OCTOBER 25, 1985.

EFFECTIVE OCTOBER 24, 1985.

By J. J. Doherty, Jr., Director, One Parkway, Philadelphia, Pa.

In compliance with the order of the Pennsylvania Public Utility Commission of
October 24, 1985 in R-842779.

ACCESS SERVICE

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

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

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

- (6) Periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- (7) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.
- (8) Periods of interruption as set forth in 2.1.3(I) preceding.

(C)
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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

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

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

(E) Temporary Surrender of a Service

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

□

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□

(C)
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2.4.5 Re-establishment of Service Following Fire, Flood or Other Occurrence

(A) Nonrecurring Charges Do Not Apply

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

- (1) The service is of the same type as was provided prior to the fire, flood or other occurrence.
- (2) The service is for the same customer.

(C) Indicates change.

ISSUED FEBRUARY 25, 1987.

EFFECTIVE APRIL 26, 1987.

By J. J. Doherty, Jr., Vice-President, One Parkway, Philadelphia, Pa.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

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

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

(3) The service is at the same location on the same premises.

(4) The re-establishment of service begins within 60 days after Telephone Company service is available. (The 60 day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period).

(B) Nonrecurring Charges Apply

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

2.4.6 Title or Ownership Rights (C)

(A) The payment of rates and charges by customers for the services offered under the provisions of this Tariff and/or the Special Services Tariff (Pa. P.U.C.-No. 304) 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. (C)

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

(C) Indicates change.

ISSUED FEBRUARY 25, 1987.

EFFECTIVE APRIL 26, 1987.

By J. J. Doherty, Jr., Vice-President, One Parkway, Philadelphia, Pa.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

The Telephone Company will handle ordering, rating and billing of Access Services under this Tariff and/or the Special Services Tariff (Pa. P.U.C.-No. 304) when more than one Exchange Telephone Company or Rate Schedule is involved in the provision of Access Service as set forth following. The Telephone Company will notify the customer which option will apply when the customer orders Access Service. The option will be based on the interconnection arrangements between the Exchange Telephone Companies involved and the services involved.

- (A) When Lineside BSA or FGA Switched Access Service is ordered by a customer where one end of the Transport element, i.e., Switched Transport or Directory Assistance Service Directory Transport, is in one Exchange Telephone Company's operating territory and the other end is in another Exchange Telephone Company's operating territory, the Exchange Telephone Company in whose operating territory the first point of switching is located will accept the order for Lineside BSA or Feature Group A Switched Access Services ordered on a per-line basis. The Exchange Telephone Company that accepts the order will then determine the charges involved, arrange to provide the Access Service ordered, and bill the charges in accordance with its Access Service Tariff.

When the Common Channel Signaling Access Service arrangement as specified in 6.1.3(B)(2)(a) following is provided, the Telephone Company in whose territory the STP is located will accept the order for service, determine any applicable charges involved, arrange to provide the service ordered, and bill any applicable charges in accordance with its Access Service Tariff.

Switched access usage other than Lineside BSA, Trunkside BSA-950 Option or Feature Groups A and B, for Exchange Telephone Companies that have not completed equal access conversion, will be billed under the terminology "Feature Group C (FGC)" using Trunkside BSA-101XXXX Option or Feature Group D rates as specified in Section 6.9.3.

(C)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

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

- (1) General - With the agreement of the Exchange Telephone Companies involved, a single bill will be rendered for service other than Lineside BSA and FGA.
- (2) Ordering - The Company that accepts the order from the customer and renders the bill will be determined as follows:
 - (a) Directory Assistance Service - The Company in whose operating territory the end office is located shall accept the order.
 - (b) Trunkside BSA-950 Option, Trunkside BSA-101XXXX Option, Feature Group B or Feature Group D Switched Access Service ordered to an end office - The Company in whose operating territory the end office is located shall accept the order. (C)
 - (c) Trunkside BSA-950 Option, Trunkside BSA-101XXXX Option, FGB or FGD ordered to an Access Tandem- The Company where the Access Tandem is located will accept the order. (C)
 - (d) WATS Access Line Service - When the WATS serving office and the end user end office are located in different Exchange Telephone Company operating territories, the Company where the end office is located shall accept the order.
 - (e) LATA Access Service with Hub - The Exchange Telephone Company where the Hub is located shall accept the order.
 - (f) LATA Access Service without Hub - either Exchange Telephone Company may accept the order.
 - (g) Common Channel Signaling Access Service - The company where the STP is located shall accept the order.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

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

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

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

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

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

(a) Single Bill Single Tariff Billing - The billing Company will bill and collect all appropriate charges from the customer in accordance with the regulations, rates and charges in its Access Service tariff. The non-billing Company will bill and collect the appropriate portion of charges from the billing Company in accordance with the regulations, rates and charges in the non-billing Company's Access Service tariff. The apportionment of charges shall be consistent with 2.4.7(C) (3) following.

(b) Single Bill Multiple Tariff Billing - The billing Company will bill all appropriate charges to the customer in accordance with the regulations, rates and charges in the Access Service tariffs of all involved Exchange Carriers. Based upon the agreements of the Exchange Telephone Companies involved, payment will either be remitted in full to the billing company or in appropriate portions directly to the Exchange Carriers involved. The apportionment of charges shall be consistent with 2.4.7(C) (3) following.

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

(C) Indicates change.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

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

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

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

(3) Rating and Billing of Service - Each company will provide its portion of the Access Service based on the regulations, rates and charges contained in its Access Service tariff, subject to the following rules, as appropriate:

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

(i) The total mileage for the service is computed using the V&H Coordinate Method set forth in National Exchange Carrier Association Tariff F.C.C. No. 4 (NECA No. 4).

(C)
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(ii) A billing factor called the Billing Percentage (BP) is determined from NECA No. 4 directly.

(C)

(iii) This company's rates and charges are then multiplied by the appropriate quantity(ies) and the billing factor to obtain the charges for this company.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

(C) Multiple Bill Arrangement for service other than Lineside
BSA and FGA (Cont'd)

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

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

(i) When rates and charges are listed on a per
point of termination basis, this company's
rates will be billed for the
termination(s) within this company's
operating territory.

(ii) When rates and charges are listed on a per
unit basis, e.g., central office bridging
or multiplexing, this company's rates and
charges will apply for units located in
this company's operating territory.

(iii) When rates and charges are developed on an
individual case basis, such rates will be
developed for the portion of the service
provided by this company.

(iv) When rates and charges are listed on a per
service basis, these rates and charges
will be billed.

(v) When rates and charges are listed on a per
line or trunk installed basis, this
company's rates will be billed based on
the number of lines or trunks specified by
the customer on its order for access
service placed with this company.

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

(C) Indicates change.

ISSUED MAY 3, 1993.

EFFECTIVE MAY 4, 1993.

By Daniel J. Whelan, Vice-President, 315 N. 2nd St., Harrisburg, Pa.

ACCESS SERVICE

2. General Regulations (Cont'd)

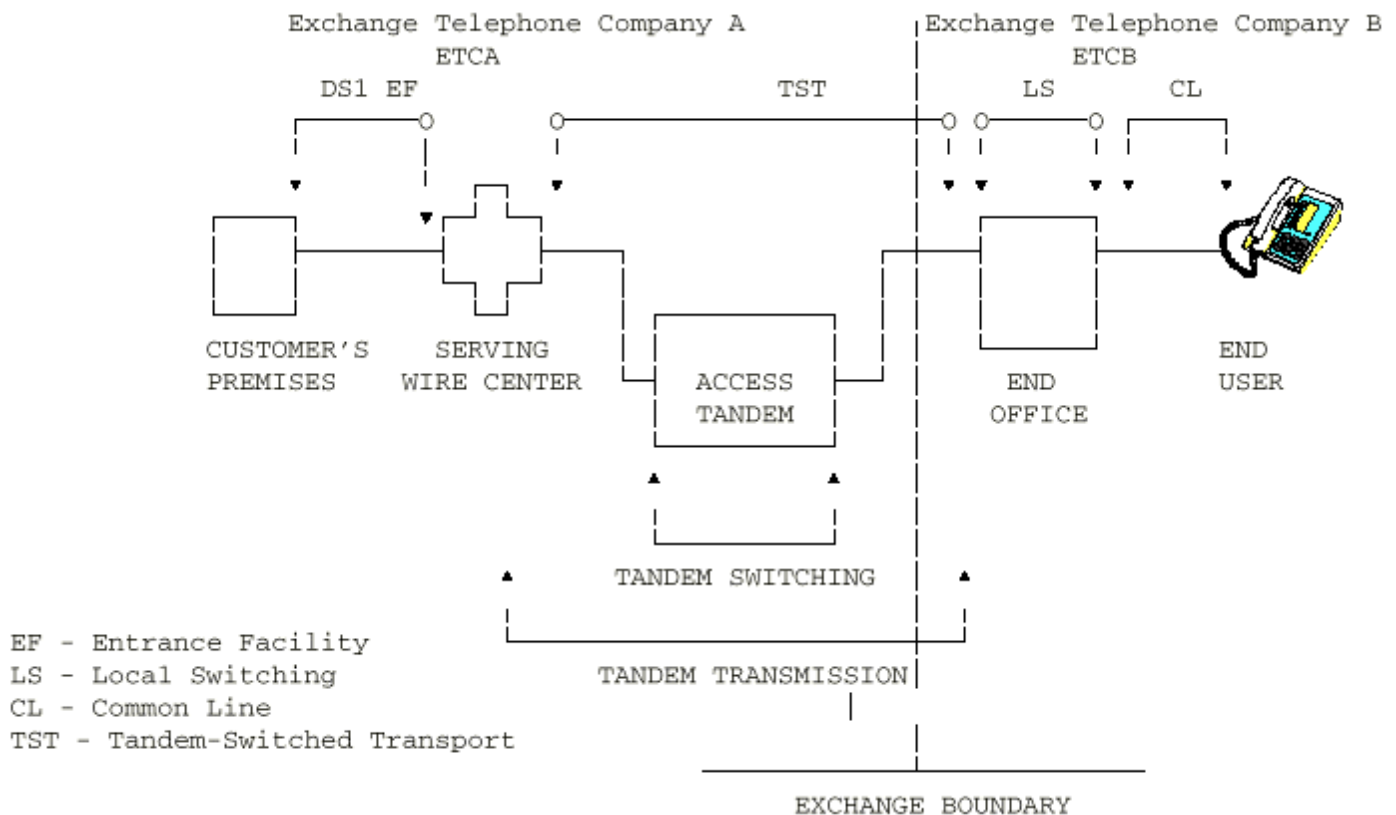
2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

(C) Multiple Bill Arrangement for Service other than Lineside BSA and FGA (Cont'd)

(4) Examples

DS1 ENTRANCE FACILITY WITH TANDEM-SWITCHED
TRANSPORT FOR FEATURE GROUP D SERVICE



ACCESS SERVICE

2. General Regulations (Cont'd)

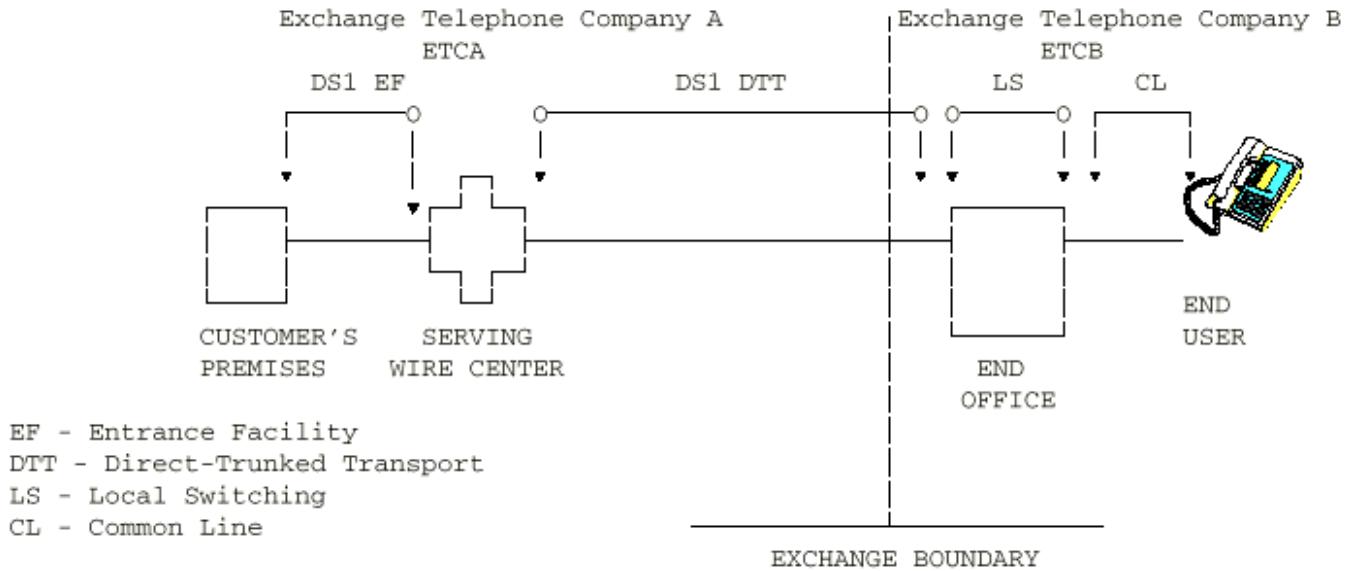
2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

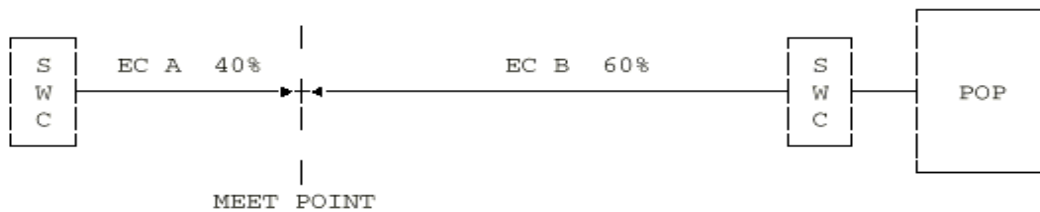
(C) Multiple Bill Arrangement for Service other than Lineside BSA and FGA (Cont'd)

(4) Examples (Cont'd)

DS1 ENTRANCE FACILITY WITH DS1 DIRECT-TRUNKED
TRANSPORT FOR FEATURE GROUP D SERVICE



(5) Special Access



EC A BILLS: (20 MI) X (EC A RATE FOR 20 MI) X (BPs.40)
EC B BILLS: (20 MI) X (EC B RATE FOR 20 MI) X (BPs.60)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

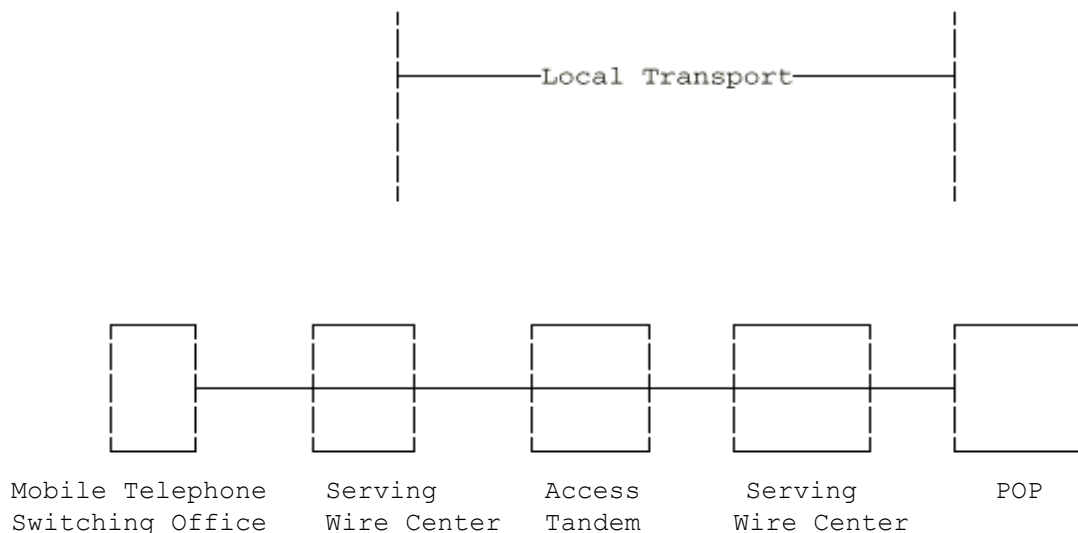
When Switched Access Service is ordered by a customer in conjunction with a CEC or RCC, the Telephone Company will provide its portion of the Switched Access Service based on the regulations, rates and charges contained in its Access Service tariff, subject to the following rules.

- (A) If the Telephone Company provides the Local Transport and provides end office local switching functions, the customer will be assessed all applicable Switched Access charges. (C)

If the Telephone Company provides the Local Transport and does not provide end office local switching functions, the Telephone Company will assess premium Local Transport charges as set forth in Section 6.9.2. Local Switching charges will not be assessed (C) by the Telephone Company.

- (B) The mileage to be used to determine the Local Transport charge is calculated as set forth in Section 6.8.12.

- (C) The following example is provided for illustrative purposes:



ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.9 Missed Installation Due Dates

(A) General

Failure to meet a confirmed service date (due date) for installation of certain services will result in a credit of the applicable nonrecurring charges billed to the customer for that service when the responsibility for the failure is solely that of the Telephone Company. These credits of applicable nonrecurring charges for unmet installation dates are an exclusive remedy and are in lieu of any other claims as described in section 2.1.3 preceding.

(B) Service Subject To The Credit

Nonrecurring installation charges will be credited for a missed service date on the following Special Services as specified in Pa. P.U.C.-No. 304:

Digital Data Service
High Capacity Service (Section 6.7(B) and 6.8)

(C) When a Credit Allowance Does Not Apply

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

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.5 Connections2.5.1 General

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

2.6 Definitions

Certain terms used herein are defined as follows:

Access Code

The term "Access Code" denotes a uniform five or seven digit code assigned by the Telephone Company to an individual customer. The seven digit code has the form 101XXXX or 950-10XX.

Access Concentrator

Equipment in the Telephone Company central office which performs one or more of the following functions as required to prepare the originating message for transmission and switching and to reconstruct the message at the distant end. The functions are concentration, packet assembly/disassembly, statistical multiplexing. The Access Concentrator may be remotely or co-located with the Packet Switch.

Access Minutes

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

Affiliate

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

(C)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Access Tandem

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

Acceptance (Cooperative) Tests

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

Actual Cost

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

Annual Underutilization Liability

The term "Annual Underutilization Liability" denotes a per unit amount which may be billed annually if fewer services are in use utilizing specially constructed facilities at filed Tariff rates than were originally specially constructed.

Answer/Disconnect Supervision

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

ASCII

American Standards Codes for Information Exchange.

Assumed Average Access Minutes

The term "Assumed Average Access Minutes" denotes the usage that will be billed each month to customers for Lineside BSA, Trunkside BSA-950 Option, Feature Group A or B access arrangements served from Telephone Company serving end offices where actual recorded minutes of use are not available.

(C)
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(C) Indicates change.

ISSUED MAY 3, 1993.

EFFECTIVE MAY 4, 1993.

By Daniel J. Whelan, Vice-President, 315 N. 2nd St., Harrisburg, Pa.

ACCESS SERVICE

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

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

Attenuation Distortion

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

Average Business Day

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

Balance (100 Type) Test Line

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

Bit

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

Busy Hour Minutes of Capacity (BHMC)

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

Call

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

Call Initiation

The point in time when common control network facilities are initially allocated to the establishment of a specific switched virtual call.

ACCESS SERVICE

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

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

Cable Support Structure

The system of riser ducts, cable racking and other such facilities of the Telephone Company that are used to contain and support Collocated Interconnection cable within central offices and between central offices and the manhole or other designated location pursuant to Section 16.

Call Request

A message from a customer to the network requesting the establishment of a virtual call between that customer and another customer.

Call Termination

The point in time when common control network facilities allocated to a specific switched virtual call are released for reuse by the network.

Carrier or Common Carrier

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

Category I

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Category II

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

Category III

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

CCITT

Consultative Committee for International Telephone and Telegraph.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

CCS

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

Cellular Exchange Carrier (CEC)

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

(C)

Central Office

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

Central Office Prefix

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

Centralized Automatic Reporting on Trunks Testing

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

Channel(s)

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

Channelize

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

Channel Service Unit - Functionality

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)C-Message Noise

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

C-Notched Noise

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

□

□

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(C)

Collocated Interconnection Design and Construction Work

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

Collocated Interconnection Space

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Collocator

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

Collocator's Facilities

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

Common Line

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

Communications System

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

Connecting Facility Assignment

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

Conventional Signaling

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Customer(s)

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

Data Communications Equipment

(DCE) Telephone Company provided data network equipment.

Data Service Unit

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

Data Terminal Equipment

(DTE) Customer owned data equipment.

Data Transmission (107 Type) Test Line

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

Decibel

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

Decibel Reference Noise C-Message Weighting

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

Decibel Reference Noise C-Message Referenced to 0

The term "Decibel Reference Noise C-Message Referenced to 0" denotes noise power in "Decibel Reference Noise C-Message Weighting" referred to or measured at a zero transmission level point.

(C) Indicates change.

ISSUED SEPTEMBER 3, 1986.

EFFECTIVE (NOVEMBER 2, 1986)
NOVEMBER 16, 1986.

By J. J. Doherty, Jr., Vice-President, One Parkway, Philadelphia, Pa.

(C)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Effective 2-Wire

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

(C)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Detail Billing

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

Directory Assistance

The term "Directory Assistance" denotes the provision of telephone numbers by a Telephone Company operator when the operator location is accessed by a customer by dialing a specific telephone number.

(C)

Direct-Trunked Transport Facility

The term "Direct-Trunked Transport Facility" denotes a Switched Transport facility between a Telephone Company serving wire center and an end office or between a Telephone Company serving wire center and an access tandem that provides a customer with dedicated transport.

Dual Tone Multifrequency Address Signaling

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

Echo Control

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

Echo Path Loss

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

Echo Return Loss

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Effective 4-Wire

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

EIA - Electronic Industries Association

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

End Office Switch

The term "End Office Switch" denotes a local Telephone Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to trunks. Included are Remote Switching Modules and Remote Switching Systems served by a host office in a different wire center.

End User

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

Entrance Facility

The term "Entrance Facility" denotes a Switched Transport facility between a Telephone Company serving wire center and a customer premises that provides a customer with dedicated transport. (C)

Entry Switch

See First Point of Switching

Envelope Delay Distortion

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

Equal Level Echo Path Loss

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

In compliance with the Opinion and Order of the Pennsylvania Public
Utility Commission in Docket No. R-00963550.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Estimated Cost

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

Exchange

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

Exchange Access Signaling

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

Expected Measured Loss

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

Facilities

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Field Identifier

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

Firm Order Quotation

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

First Point of Switching

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

Frequency Shift

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

Grandfathered

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

Host Office

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Impedance Balance

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

Impulse Noise

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

Individual Case Basis

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

Initial Liability Period

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

Inserted Connection Loss

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

Installed Cost

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

Interexchange Carrier (IC) or Interexchange Common Carrier

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Intermodulation Distortion

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

Interstate Communications

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

Intrastate Communications

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

Jointly Used Subscriber Plant

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

Kilopacket

One thousand packets.

Line Information Data Base

Line Information Data Base (LIDB) is the data base which contains billing information such as: Telephone Company calling card numbers and information regarding billing number restrictions that are used in connection with the billing of calls.

Line-Side Connection

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

Local Access and Transport Area

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Local Tandem Switch

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

Logical Channel

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

Loop Around Test Line

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

Loss Deviation

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

Manhole

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

Maximum Termination Liability

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

Maximum Termination Liability Period

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

Message

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Milliwatt (102) Type Test Line

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

Mobile Telephone Switching Office (MTSO)

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

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Modem

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

Net Salvage

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

Network Address

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

Network Control Signaling

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

Network Interface

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Network Telephone Number (NTN)

A Numeric character string of 10 digits (directly analogous to the North American Numbering Plan), consisting of an NPA, NXX and four subsequent digits to specify the destination of each virtual call made within the Network.

Nonrecoverable Cost

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

Nonsynchronous Test Line

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

Normal Construction

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

Normal Cost

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

North American Numbering Plan

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

Off-hook

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

On-hook

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

(C) Indicates change.

(C)

By J. J. Doherty, Jr., Vice-President, One Parkway, Philadelphia, Pa.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Open Circuit Test Line

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

Operator Services System

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

Order of Magnitude Quotation

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

Originating Direction

The term "Originating Direction" denotes the use of access service for the origination of calls from an end user's premises to a carrier's premises.

Out of Band Signaling

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

(C)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Overlap Outpulsing

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

Packet

Continuous sequence of binary digits of information which is switched through the network as an integral unit. Consists of up to 2048 bits (256 octets) of customer data, plus additional transmission and error control information.

Packet Switch

The vehicle of the Local Public Data Network which performs the switching function. For Local Public Data Network service this is a Telephone Company facility Hub.

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ACCESS SERVICE

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

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Periodic Inspection

The term "Periodic Inspection" denotes inspections by the Telephone Company conducted at regular or irregular intervals of all or portions of the Collocator's facilities to determine that occupancies are authorized and are installed and maintained in conformance with the requirements set forth in Section 16. The Telephone Company will notify the Collocator in advance of such inspections, and the Collocator shall have the right to be present at the time of inspection.

Permanent Facilities

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

Phase Jitter

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

Physically-Collocated Interconnection

The term "Physically-Collocated Interconnection" denotes an arrangement where the Collocator's facilities will be interconnected with Collocator-owned and -provided equipment that is physically located in a Collocated Interconnection Space within a Telephone Company central office building.

Point of Interface

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

Point of Termination

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Post-Installation Inspection

(C)

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

Pre-Construction Work

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

Premises

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

Prime Service Vendor

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

Protocol

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

Recoverable Cost

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

Subsequent Inspections

(C)

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Remote Switching Modules and/or Remote Switching Systems

The term "Remote Switching Modules and/or Remote Switching Systems" denotes small, remotely controlled electronic end office switches which obtain their call processing capability from an ESS-type Host Office. The Remote Switching Modules and/or Remote Switching Systems cannot accommodate direct trunks to a customer.

Return Loss

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

Registered Equipment

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

RS-232-C

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

Service Terminating Arrangement

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

(C)

(C) Indicates change.

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NOVEMBER 16, 1986.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Seven Digit Manual Test Line

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

Shortage of Facilities or Equipment

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

Short Circuit Test Line

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

Signal-to-C-Notched Noise Ratio

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

Signal Transfer Point

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

Signaling Point of Interface

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

Signaling Systems 7

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

(C)

(C) Indicates change.

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By Daniel J. Whelan, Vice-President, 315 N. 2nd St., Harrisburg, Pa.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Singing Return Loss

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

Special Order

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

Subcontractor

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

Subtending End Office of an Access Tandem

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

Synchronous Test Line

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

Tandem-Switched Transport

The term "Tandem-Switched Transport" denotes circuits dedicated to the use of a single customer from the serving wire center to the tandem and circuits used in common by multiple customers from the tandem to an end office.

(C)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Terminal Location

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

Terminating Direction

The term "Terminating Direction" denotes the use of Access Service for the completion of calls from a customer's premises to an end user's premises.

Termination Charge

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

Transmission Measuring (105 Type) Test Line/Responder

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

Transmission Path

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

Transmission Performance

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

Trunk

The term "Trunk" denotes a communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

ACCESS SERVICE

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

The term "Trunk Group" denotes a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Trunk-Side Connection

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

Two-Wire to Four-Wire Conversion

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

Uniform Service Order Code (USOC)

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

V and H Coordinates Method

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

Virtual Call

A user facility in which a call initial procedure and a call terminating procedure determines a period of communication between two network addresses in which user data is transferred.

Virtual Circuit

Logical channels established as a result of the call initiation procedure to a network address that exists for a period of time.

Virtually-Collocated Interconnection

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

(C)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

WATS Access Connection (WAC)

The term "WATS Access Connection (WAC) denotes the physical connection between a customer's end user's premises and a Telephone Company end office switch capable of performing the necessary screening functions for Toll Free Service or WATS and is provided only for use at the closed end of such services. (C)

WATS Service

A type of Switched Access Service which provides customer premises to customer's end user's premises connection through the use of a WATS Access Connection (WAC) to a WATS Serving Office (WSO) equipped with Trunkside BSA-101XXXX Option or Feature Group D. (C)

WATS Serving Office (WSO)

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

Wire Center

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

X.25 Packet Mode Protocol

An international standard developed by Consultative Committee for International Telephone and Telegraph that provides the foundation for public switched network.

X.75 Packet Mode Protocol

An international standard developed by Consultative Committee for International Telephone and Telegraph that provides the foundation for interconnection of individual Packet Switched Networks.

ACCESS SERVICE

2. General Regulations (Cont'd)2.7 Technology Migration

(C)

(A) General

When a customer (for purposes of this Section 2.7, the term customer includes an Interexchange Carrier or Interexchange Common Carrier, an End User, or a Collocator, each as defined in Section 2.6 preceding) who subscribes to a Commitment Discount Plan (CDP) under Section 12.1 following wishes to disconnect certain interstate Special Access High Capacity Services in order to replace them with a Telephone Company provided Ethernet private line service or a Telephone Company provided switched Ethernet service (each such service hereinafter referred to individually or collectively as a **Replacing Service** and each such replacement hereinafter referred to as a **Technology Migration**), the terms and conditions that apply to such Technology Migration are as follows:

- (1) For customers who subscribe to a CDP, this Section 2.7 applies to Technology Migrations ordered on or after December 2, 2010.

2.7.1 Service Under a Commitment Discount Plan

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

In the first true-up following a Technology Migration and in all subsequent true-ups until the expiration of the current term commitment, the Telephone Company will include, for each interstate Hi-Cap Disconnect that was replaced by a Replacing Service on or after December 2, 2010, the number of DS0 equivalents for the interstate Hi-Cap Disconnect in the calculation of the average number of DS0 equivalents which were actually in service over the preceding six (6) months as if such interstate Hi-Cap Disconnect had never occurred. Only those services that satisfy all of the requirements set forth in Section 2.7.2 following will be included in this calculation. The true-up process for a CDP is described in Section 12.1.7 following.

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

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.7 Technology Migration (Cont'd)2.7.2 Requirements For a Technology Migration

In order to qualify for the true-up calculations under Section 2.7.1 preceding for a CDP, all of the following requirements must be satisfied.

(A) Length of Commitment Requirements

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

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

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

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

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.7 Technology Migration (Cont'd)2.7.2 Requirements For a Technology Migration (Cont'd)

(B) Bandwidth Requirements

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

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

(C) Revenue Test Requirements

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

(1) MRC Revenue Test

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

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

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

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.7 Technology Migration (Cont'd)2.7.2 Requirements For a Technology Migration (Cont'd)

(C) Revenue Test Requirements (Cont'd)

The Technology Migration must satisfy one of the following revenue tests: (Cont'd)

(2) Overall Value/Revenue Test

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

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

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.7 Technology Migration (Cont'd)2.7.2 Requirements For a Technology Migration (Cont'd)

(D) Terminating Location Requirements

Terminating locations include End User locations, Interexchange Carrier locations, physical or virtual CIS locations, Primary Premises and Secondary Premises.

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

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

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

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2. General Regulations (Cont'd)2.7 Technology Migration (Cont'd)2.7.2 Requirements For a Technology Migration (Cont'd)

(D) Terminating Location Requirements (Cont'd)

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

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

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

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.7 Technology Migration (Cont'd)2.7.2 Requirements For a Technology Migration (Cont'd)

(E) Timing Requirements

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

(F) Notification Requirements

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

- (1) the circuit identification number(s) of each interstate Hi-Cap Disconnect; and
- (2) the circuit identification number(s) of the Replacing Service(s); and
- (3) the terminating locations of the services involved (including both the Replacing Service(s) and the interstate Hi-Cap Disconnect(s)).

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

* Next Tariff Sheet is Sheet 108.

(C)