

ACCESS SERVICE

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

- (A) The Telephone Company does not undertake to transmit messages under this Tariff.
- (B) The Telephone Company shall be responsible only for the installation, operation and maintenance of the services it provides.
- (C) The Telephone Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- (D) Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this Tariff and applicable Sections of the Product Guide or Tariff for Special Access Services.
- (E) The Telephone Company does not warrant that its facilities and services meet standards other than those set forth in this Tariff and the Product Guide or Tariff for Special Access Services.

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.

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

(A) (Cont'd)

In all cases of assignment or transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer which acknowledgment shall be made within 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.

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

2.1.3 Liability

(A) The Telephone Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a customer, or by any others, for damages associated with the installation, preemption, provision, termination, maintenance, repair or restoration of service, and subject to the provisions of (B) through (H) following, the Telephone Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this Tariff as a Credit Allowance for a Service Interruption.

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

- (B) The Telephone Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Telephone Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.
- (C) The Telephone Company 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.
- (D) The Telephone Company shall be indemnified, defended and held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this Tariff, involving:
 - (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.
- (E) The Telephone Company shall be indemnified, defended and held harmless by the customer against any claim, loss or damage arising from the customer's use of services offered under this Tariff, involving:
 - (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;

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

(E) (Cont'd)

(2) Claims for patent infringement arising from the customer's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or customer; or

(3) All other claims arising out of any act or omission of the customer in the course of using services provided pursuant to this Tariff.

(F) The Telephone Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Telephone Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to such customer's use of services so provided.

(G) No license under patents (other than the limited license to use) is granted by the Telephone Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff. The Telephone Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this Tariff and will indemnify such customer for any damages awarded based solely on such claims.

(H) The Telephone Company's failure to provide or maintain services under this Tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in 2.4.4 following.

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2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.4 Provision of Services

The Telephone Company, to the extent that such services are or can be made available with reasonable effort, and after provision has been made for the Telephone Company's Telephone Exchange Services, will provide to the customer upon reasonable notice services offered in other applicable Sections of this Tariff at rates and charges specified therein.

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: Digital Data Service Special Access; Voice Grade Special Access; Voice Grade Special Access Secure I, II, III, IV; Wideband Digital Service or Wideband Digital Access Secure Communications I, II, III, Feature Group A, Ground Start and Reverse Battery Signaling, WATS Access Line, Lineside Basic Service Arrangement, Switched 56 Kilobit Service and High Capacity Digital Hand-Off Service.

(N)
(N)

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 Verizon Delaware LLC for the IXC's own use will be delivered to the building or property RDP located at the MPOE.

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

All services 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, its 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, other than by connection or disconnection to any interface means used, except with the written consent of the Telephone Company.

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2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)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, 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, change operating or maintenance characteristics of facilities or 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 as set forth in the Product Guide or Tariff for Special Access Services.

The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Telephone Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Telephone Company will work cooperatively with the customer to determine reasonable notification requirements.

2.1.8 Refusal and Discontinuance of Service

(A) Unless the provisions of 2.2.1(B) or 2.5 following apply, if a customer fails to comply with 2.1.6 preceding or 2.2.2, 2.3.1, 2.3.4, 2.3.5 or 2.4 following, including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on thirty (30) days written notice by Certified U.S. Mail to the person designated by that customer to receive such notices of noncompliance, refuse additional applications for service and/or refuse to complete by pending orders for service by the noncomplying customer at any time thereafter.

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

(A) (Cont'd)

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 to the noncomplying customer without further notice.

- (B) Unless the provisions of 2.2.1(B) or 2.5 following apply, if a customer fails to comply with 2.1.6 preceding or 2.2.2, 2.3.1, 2.3.4, 2.3.5 or 2.4 following, including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on thirty (30) days written notice by Certified U.S. Mail to the person designated by that customer to receive such notices of noncompliance, discontinue the provision of the services to the noncomplying customer 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 to the noncomplying customer without further notice.

2.1.9 Limitation of Use of Metallic Facilities

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

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2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.10 Notification of Service-Affecting Activities

The Telephone Company will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific, they affect many customer services. No specific advance notification period is applicable to all service activities. The Telephone Company will work cooperatively with the customer to determine reasonable notification requirements.

2.1.11 Coordination with Respect to Network Contingencies

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

2.1.12 Provision and Ownership of Telephone Numbers

The Telephone Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Telephone Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Telephone Company will furnish to the customer six months notice, by Certified U.S. Mail, of the effective date and an explanation of the reason(s) for such change(s).

2.1.13 Quotation Charges

There are two types of quotations available for services provided on an individual case basis.

- (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 OMQ. The percent allowable price deviation will be developed in relationship to the duration of the validity period establishment for the particular OMQ. The validity periods for OMQ's will be 60, 90 or 110 days.

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2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.13 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 non-recurring 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.

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2. General Regulations (Cont'd)

RESERVED FOR FUTURE USE.

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2. General Regulations (Cont'd)

RESERVED FOR FUTURE USE.

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2. General Regulations (Cont'd)

RESERVED FOR FUTURE USE.

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2. General Regulations (Cont'd)2.2 Use (Cont'd)2.2.1 Purpose

- (A) Services provided under this Tariff 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.
- (B) Where facility conditions permit, the customer may use the entire transmission capability of a service provided under this Tariff and/or the Product Guide or Tariff for Special Access Services 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 Product Guide or Tariff for Special Access Services.

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 Product Guide or Tariff for Special Access Services 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 carrier over their facilities or create hazards to the employees of any of them or the public.

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2. General Regulations (Cont'd)2.2 Use (Cont'd)2.2.2. Interference or Impairment (Cont'd)

(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.

2.2.3 Unlawful Use

The service provided under this Tariff and/or the Special Access Services Tariff shall not be used for an unlawful purpose.

2.3 Obligations of the Customer2.3.1 Damages

The customer shall reimburse the Telephone Company for damages to Telephone Company facilities utilized to provide services under this Tariff caused by the negligence or willful act of the customer, or resulting from the customer's improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Telephone Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Telephone Company for the damages to the extent of such payment.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.2 Ownership of Facilities and Theft

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

2.3.3 Equipment Space and Power

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

2.3.4 Availability for Testing

The services provided under this Tariff shall be available to the Telephone Company at times mutually agreed upon in order to permit the Telephone Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

2.3.5 Balance

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

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.6 Design of Customer Services

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

2.3.7 References to the Telephone Company

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

2.3.8 Claims and Demands for Damages

- (A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this Tariff and/or the Product Guide or Tariff for Special Access Services, any circuit, apparatus, system or method provided by the customer.
- (B) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Telephone Company's services provided under this Tariff and/or the Product Guide or Tariff for Special Access Services, 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 Product Guide or Tariff for Special Access Services; provided, however, the foregoing indemnification shall

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.8 Claims and Demands for Damages (Cont'd)

(B) (Cont'd)

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 tortuous conduct of the customer, its officers, agents or employees.

(C) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the customer or third parties arising out of any act or omission of the customer in the course of using service provided under this Tariff and/or the Product Guide or Tariff for Special Access Services.

2.3.9 Coordination with Respect to Network Contingencies

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

2.3.10 Jurisdictional Report 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.

Some material previously appearing on this sheet now appears on 7th Revised Sheet 31.

ACCESS SERVICE

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

(a) (Cont'd)

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

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 access 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)(1)(b).
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.

Some material previously appearing on this sheet now appears on 9th Revised Sheet 29 and 7th Revised Sheet 31.

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

(a) (Cont'd)

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.

- (b) When the customer initially orders Switched Access Service(s), the customer will state in the 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 (a) preceding and (c) following.

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

(b) (Cont'd)

- Feature Group A (1) (2) (3)
- Feature Group A FX/ONAL (2) (3)
- Feature Group B (2) (3)
- Feature Group C (2) (3)
- Feature Group D (2) (3)
- 500 Access Services (2)
- 700 Access Services (2)
- Toll Free Services (2) (3) (4)
- 900 Access Services (2)
- Directory Assistance Service (5)

NOTES:

- (1) Services that do not have a recording capability will be designated as interstate services.
- (2) The PIU factors will apply to all associated elements and services, e.g., Carrier Common Line, Local Switching, Tandem Switched Transport, Access Tandem Switching, Shared End Office Trunk Port service and Transport Multiplexing service, where applicable.
- (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.
- (4) "Toll Free" service includes any access service which utilizes the following NPA's: 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.

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

(b) (Cont'd)

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).

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 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.

Material now appearing on this sheet previously appeared on 7th Revised Sheet 31.

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

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

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

Material previously appearing on this sheet now appears on Original Sheet 30A.

Material now appearing on this sheet previously appeared on 9th Revised Sheet 29 and 4th Revised Sheet 29A.

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.10 Jurisdictional Report Requirements (Cont'd)(A) Jurisdictional Reports (Cont'd)(2) Switched Access Service Entrance and Direct-Trunked Transport Facilities

The Telephone Company will develop a PIU factor to apply to Entrance Facility and Direct-Trunked Transport 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.

- (a) A customer may provide a separate PIU factor for each rate element (Entrance Facilities and the 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 is representative of the actual interstate use of the service.
- (b) 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.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.10 Jurisdictional Report Requirements (Cont'd)(A) Jurisdictional Reports (Cont'd)(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 reports. 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 or letter for all services showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively. In the event that the 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.

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.

When the Telephone Company does not have sufficient data to rely on actual call detail or to develop a PIU factor, the revised report or letter will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the customer does not supply an updated quarterly report or letter, the Telephone Company will assume the customer-provided 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 or letter has never been received from the customer, the Telephone Company will assume the customer-provided PIU factors to be the same as provided in the order for service.

Some material previously appearing on this sheet now appears on Original Sheet 31C.

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.10 Jurisdictional Report Requirements (Cont'd)(A) Jurisdictional Reports (Cont'd)(3) Jurisdictional Report Updates (Cont'd)

A customer may file jurisdictional reports aggregating usage at a statewide or BAN (Billing Account Number) level.

(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 (1) and (2) following, if applicable:

- (1) All call detail records (such as work papers and/or backup documentation including paper or any other form of records for billed customer traffic); call information (including call terminating address [i.e., 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
- (C)

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.10 Jurisdictional Report Requirements (Cont'd)(B) Maintenance of Customer Records (Cont'd)

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

(C) Jurisdictional Reports Verification

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, that the customer uses to determine the percentage of interstate and intrastate use in some or all of the states where the customer has provided such factors. No more than one verification request per state 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 default PIU and the charges that were billed.

ACCESS SERVICE

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

The customer shall supply the data to the Telephone Company within thirty (30) days of the Telephone Company's request. The Telephone Company will request data for the prior four quarters unless a shorter period is requested by the customer and agreed to by the Telephone Company.

(2) If the customer fails to supply data (as specified in (B) preceding) within forty-five (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 for the traffic ("unknown jurisdiction" usage) (i.e., 50% of the unknown jurisdiction usage will be billed under the interstate jurisdiction and 50% of the unknown jurisdiction usage will be billed under the intrastate tariff) in lieu of the PIU factors last submitted by the customer.

(b) The Telephone Company will apply the default PIU factor to all future access minutes of use with unknown jurisdiction beginning with the first bill date following the forty-five (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 the customer-provided PIUs are inaccurate, after reviewing the data provided by the customer, then the Telephone Company will report the results of the analysis to the customer by Certified 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.

ACCESS SERVICE

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

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 Mail (return receipt requested), to the Telephone Company within thirty (30) calendar days from the date the revised or default PIU is applied or 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 Delaware Public Service Commission for resolution of the dispute. The arbitration hearing will be conducted in a state or location within the Telephone Company operating territory where the customer maintains its principal place of business or at a location within the Telephone Company operating territory that is mutually agreed upon by both parties. The arbitration procedures shall be governed by the law (both statutory and case) of the state in which the arbitration hearing is held, including, but not limited to, the Uniform Arbitration Act, as adopted in that state. The arbitrator shall determine the customer's PIU for each state for each category of traffic based on the standards in (A) preceding.

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.

ACCESS SERVICE

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

The PIU factor(s) for each state for each category of traffic determined by the arbitrator will be applied by the Telephone Company to all future access minutes of use with unknown jurisdiction from that customer in that state 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 Section 2.1.8 of this Tariff.

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.

(E) Special Access Jurisdictional Verification

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

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.10 Jurisdictional Report Requirements (Cont'd)(E) Special Access Jurisdictional Verification (Cont'd)

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 Section 2.1.8 preceding.

2.3.11 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 2.3.10(A) preceding will serve as the basis for prorating the charges unless the Telephone Company is billing according to actuals by jurisdiction. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

- (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 Customer2.3.11 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 times the stated Tariff rate.

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

2.3.12 Determination of Jurisdiction of Mixed Use Special Access Service

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

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.13 Identification and Rating of VoIP-PSTN Traffic

(A) 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 2.3.13 governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("Order"), as modified by its Second Order on Reconsideration, FCC Release No. 12-47 (Apr. 25, 2012), and as codified in 47 C.F.R. § 51.319 ("Reconsideration Order"), and unless Verizon and the customer have agreed otherwise. Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Relevant VoIP-PSTN Traffic") from the customer's traditional intrastate access traffic, so that such Relevant VoIP-PSTN Traffic can be billed in accordance with the FCC Orders.

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

The Relevant VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to Verizon's applicable tariffed interstate switched access rates as specified in Tariff FCC No. 1. Intrastate access minutes of use not required to be billed at interstate rates pursuant to this section 2.3.13 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).

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.13 Identification and Rating of VoIP-PSTN Traffic (Cont'd)

(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.

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

- (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 2.3.13(C) (1) (a) and does not furnish a new factor under this section 2.3.13(C) (2) (a), Verizon will use that previously submitted factor as the PVU-C for purposes of this subsection (2) (a).

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.13 Identification and Rating of VoIP-PSTN Traffic (Cont'd)(C) Calculation and Application of Percent-VoIP-Usage Factor
(Cont'd)

- (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.

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).

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.13 Identification and Rating of VoIP-PSTN Traffic (Cont'd)(C) Calculation and Application of Percent-VoIP-Usage Factor
(Cont'd)

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).

(5)

(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.
- (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.

ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.13 Identification and Rating of VoIP-PSTN Traffic (Cont'd)

(E) PVU Factor Verification

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

ACCESS SERVICE

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

- (A) The Telephone Company will, in order to safeguard its interests, only require a customer which has a proven history of late payments to the Telephone Company or does not have established credit, to make a deposit prior to or at any time after the provision of a service to the customer to be held by the Telephone Company as a guarantee of the payment of rates and charges. No such deposit will be required of a customer which is a successor of a company which has established credit and has no history of late payments to the Telephone Company unless this successor is one with a proven history of late payments to the Telephone Company or does not have established credit. Such deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the customer from complying with the Telephone Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which will remain will be refunded. Such a deposit will be refunded or credited to the account when the customer has established credit or, in any event, after the customer has established a one-year prompt payment record at any time prior to the termination of the provision of service to the customer. In case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive interest at the same percentage rate as that set forth in (B) (3) (b) (I) or in (B) (3) (b) (II), whichever is lower. The rate will be compounded daily for the number of days from the date the customer deposit is received by the Telephone Company to and including the date such deposit is credited to the customer's account or the date the deposit is refunded by the Telephone Company. Should a deposit be credited to the customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the customer's account.

ACCESS SERVICE

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

(B) The Telephone Company shall bill on a current basis all charges incurred by and credits due to the customer under this Tariff attributable to services, including, but not limited to, Maintenance of Service as set forth in 13. following, established or discontinued during the preceding billing period. In addition, the Telephone Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears. The bill day (i.e., the billing date of a bill for a customer for Access Service under this Tariff, the period of service each bill covers and the payment date will be as follows:

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

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)

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

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:

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)

(2) (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

(II) 0.00024657 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) Billing Disputes

- (1) 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.
- (2) The date of the dispute shall be the date the Telephone Company receives sufficient documentation to investigate the dispute.
- (3) The date of resolution is the date the Telephone Company completes the investigation and notifies the customer of the disposition of the dispute.
- (4) If the customer disputes the bill on or before the bill date of the third following month and pays the total amount (i.e. the non disputed amount and the disputed amount) on or before the date of the dispute and:

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) Billing Disputes (Cont'd)

(4) (Cont'd)

(a) the billing dispute is resolved in favor of the customer. The customer shall receive a credit from the Telephone Company 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) 0.00024657 per day, for the number of days from the first date to and including the last date of the period involved.

(b) the dispute is resolved in favor of the Telephone Company, and the payment is received after the payment date. Then, a late payment penalty is applicable as set forth in (2)(b) preceding.

(5) If the customer disputes the bill after the bill date of the third following month and pays the total amount on or before the date of the dispute and:

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) Billing Disputes (Cont'd)

(5) (Cont'd)

(a) the billing dispute is resolved in favor of the customer. The customer shall receive a credit from the Telephone Company 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) 0.00024657 per day, for the number of days from the first date to and including the last date of the period involved.

(b) the dispute is resolved in favor of the Telephone Company, and the payment is received after the payment date. Then, a late payment penalty is applicable as set forth in (3)(b) preceding.

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)

- (D) 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 and applicable sections of the Product Guide or Tariff for Special Access Services 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.
- (E) When a rate as set forth in this Tariff and/or the Product Guide or Tariff for Special Access Services 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).
- (F) When more than one copy of a customer bill for services provided under the provisions of this Tariff and/or the Product Guide or Tariff for Special Access Services is furnished to the customer, an additional charge applies for each additional copy of the bill as set forth in 13. following.

ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)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 13 following and in Section 35 of the Guide for Detariffed Services - Competitive for the services involved.

The minimum period for which service is provided and for which rates and charges are applicable for a Special Access Service provided on an individual case basis is one month unless a different minimum period is established with the individual case filing.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable whether the service is used or not, as follows:

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

2.4.3 Cancellation of an Order for Service

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

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

(B) When A Credit Allowance Applies

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

- (1) For LATA Access Services other than those specified below, 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 to the per call rate or applicable monthly charge.
- (3) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the monthly rate 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.

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) Switched Transport

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) Switched Transport (Cont'd)

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.

(C) When A Credit Allowance Does Not Apply

No credit allowance will be made for:

- (1) Interruptions caused by the negligence of the customer.
- (2) Interruptions of a service due to the failure of equipment or systems provided by the customer or others.
- (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 a 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.

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 (Cont'd)

- (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 Section 14. following. 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.
- (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) Periods of temporary discontinuance as set forth in 2.2.1(B) preceding.
- (8) Periods of interruptions as set forth in 13. following.
- (9) An interruption or a group of interruptions, resulting from a common cause, for amounts less than five dollars.
- (10) An interruption or a group of interruptions on switched access service during a billing period when the customer's usage exceeds the minimum requirement.

(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.

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)(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.

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.
- (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).

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

The Telephone Companies will handle ordering, rating and billing of Access Services under this Tariff and/or the Product Guide or Tariff for Special Access Services where more than one Exchange Telephone Company is involved in the provision of Access Service as set forth following.

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

The Telephone Company must notify the customer of: (1) the Telephone Company that will render the bill, (2) the Telephone Company to whom payment should be remitted, and (3) the Telephone Company that will provide the bill inquiry function. The Telephone Company shall provide such notification at the time that orders are placed for access service. Additionally, the Telephone Company shall provide this notice in writing 30 days in advance of any changes.

(A) Single Bill Arrangements for Feature Group A Service

When an Access Service is ordered by a customer where one end of the Transport element (i.e., Switched Access Service Local Transport) is in one Exchange Telephone Company operating territory and the other end is in another Exchange Telephone Company operating territory, the Exchange Telephone Company in which territory the first point of switching is located will accept the order for Feature Groups A Switched Access Services ordered in lines. 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.

ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd)

(A) Single Bill Arrangements for Feature Group A Service (Cont'd)

The 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.

(B) Single Bill Arrangement for Service other than FGA

- (1) General - A single bill will be rendered for service other than FGA.
- (2) Ordering - The company that accepts the order from the customer and renders the bill will be determined as follows:
 - (a) Directory Assistance - The company where the end office is located shall accept the order.
 - (b) FGD ordered to an end office - The company where the end office is located shall accept the order.
 - (c) FGD ordered to an Access Tandem - The company where the Access Tandem is located will accept the order.
 - (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) Common Channel Signaling Access Service - The company where the STP is located shall accept the order.
 - (f) Special Access Service without Hub - Either company may accept the order.
 - (g) Special Access Service with Hub - The company where the Hub is located shall accept the order.

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.6 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved (Cont'd)

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

- (3) Rating and Billing of Service - The company that accepts the order for service will arrange to provide the service in accordance with the regulations set forth in the Access Services tariff of the companies involved in the provision of service. A single bill will be rendered by the company which accepts the order. The bill will separately identify each company's rates and charges which are payable to each respective company.

2.4.7 Title or Ownership Rights

- (A) The payment of rates and charges by customers for the services offered under the provisions of this tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Telephone Company in the provision of such services.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.5 Connections

2.5.1 General

Equipment and Systems (i.e., terminal equipment, multiline terminating systems and communications systems) may be connected with Switched and Special Access furnished by the Telephone Company where such connection is made in accordance with the provisions specified in Technical Reference Publication AS No. 1 and in 2.1 preceding.

ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions

Certain terms used herein are defined as follows:

Access Code

The term "Access Code" denotes a uniform seven digit code assigned by the Telephone Company to an individual customer. The seven digit code has the form 101XXXX, 950-0XXX or 950-1XXX.

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 to 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 ends 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.

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 customer's premises.

Advanced Intelligent Network (AIN)

The Advanced Intelligent Network is a telecommunications platform that utilizes the infrastructure of the existing switch-based network and Common Channel Signaling (CCS7) architecture. The AIN architecture introduces centralized computer devices to host service applications that are integrated with Stored Program Control switch resident software, CCS7 and Integrated Services Digital Network (ISDN) protocol.

Answer/Disconnect Supervision

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

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.

ACCESS SERVICE

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

Business Day

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Busy Hour Minutes of Capacity (BHMC)

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

Call

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

Carrier or Common Carrier

See Interexchange Carrier.

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).

ACCESS SERVICE

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

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

Central Office Prefix

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

Centralized Automatic Reporting on Trunks Testing

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

ACCESS SERVICE

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

Channel Service Unit

The term "Channel Service Unit" denotes equipment which performs one or more of the following functions: termination of a digital facility, regeneration of digital signals, detection and/or correction of signal format error, and remote loop back.

Channelize

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

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.

ACCESS SERVICE

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

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.

ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Data Transmission (107 Type) Test Line

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

Decibel

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

Decibel Reference Noise C-Message Weighting

The term "Decibel 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.

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 1 + 555-1212, or 555-1212.

Directory Assistance Location

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

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 that provides a customer with dedicated transport.

ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Dual Tone Multifrequency Address Signaling

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

Echo Control

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

Echo Path Loss

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

Echo Return Loss

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

Effective 2-Wire

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

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.

End Office Switch

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

End User

The term "End User" denotes any customer of an intrastate Telecommunications service that is not a carrier, except that a carrier other than a telephone company shall be deemed to be an "End User" when such carrier uses a telecommunications service for administrative purposes.

Enhanced **IntelliLinQ** PRI Hub Service

Enhanced **IntelliLinQ** PRI Hub Service is a Telephone Company-designed LATA-wide network service which allows Information Services Remote Access Providers (ISRAPs) to provide their end user customers with single-number dial-up access to the ISRAP's premises location. The service utilizes strategically located single-number-service hub offices to collect and route traffic using Advanced Intelligent Network features to predetermined points of interconnection, from where the traffic is routed to the ISRAP's premises location over dedicated facilities.

Entrance Facility

The term "Entrance Facility" denotes a Switched Transport facility between a Telephone Company serving wire center and a customer's premise that provides a customer with a dedicated transport.

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.

ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Equal Level Echo Path Loss

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

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.

Exchange

The term "Exchange" denotes a unit generally smaller than a Local Access and Transport Area, established by the Telephone Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given Local Access and Transport Area.

Exchange 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.

Field Identifier

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

ACCESS SERVICE

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

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

First Point of Switching

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

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.

Immediately Available Funds

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

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 and/or the Product Guide or Tariff for Special Access Services are developed based on the circumstances in each case.

Inserted Connection Loss

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

Interexchange Carrier (IC) or Interexchange Common Carrier

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

Intermodulation Distortion

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

ACCESS SERVICE

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

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

Intrastate Communications

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

Line-Side Connection

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

Local Access and Transport Area

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

Local Calling Area

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

Local Tandem Switch

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

ACCESS SERVICE

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

A communications channel through or link in the network that allow 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 utilizing a Telephone Company central office to provide a means to make certain two-way transmission tests on a manual basis. This arrangement has two central office terminations, each reached by means of separate telephone numbers and does not require any specific customer premises equipment. Equipment subject to this test arrangement is at the discretion of the customer.

Loss Deviation

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

Major Fraction Thereof

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Meet Point Billing

The term "Meet Point Billing" denotes the arrangement which requires multiple Exchange Telephone Companies, involved in jointly providing applicable access services, to determine the ordering, rating, and billing of such services, so that each Exchange Telephone Company involved has its appropriate rates and charges billed to its respective customer.

Message

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

Message Unit Credit

The term "Message Unit Credit" denotes the credit applied to the local switching charges assessed to customers handling end user originating intrastate calls which are subject to message unit charges.

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.

Modem

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

Network Address

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

ACCESS SERVICE

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

Nonsynchronous Test Line

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

North American Numbering Plan

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

Number Administration and Service Center (NASC)

The term "Number Administration and Service Center" denotes the organization that administers the service management system for Toll Free Data Base Service. Its clients are Toll Free Service providers and includes interexchange carriers, local exchange carriers and other telecommunications providers.

Off-hook

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

On-hook

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

Open Circuit Test Line

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

ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Operator Services System

Equipment capable of processing certain kinds of traffic originating or terminating to an end office; this process 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.

Originating Direction

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

Out of Band Signaling

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

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.

ACCESS SERVICE

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

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

Point of Termination (See Rate Demarcation Point)Premises

The term "Premises" denotes a building or a portion of a building in a multitenant building, or buildings on a continuous property (except Railroad Right-of-Way, etc.) not separated by a public highway. This applies to this Tariff only.

Prime Service Vendor

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

Rate Demarcation Point (RDP)

The RDP is usually the Minimum Point of Entry (MPOE) of the property where the customer's service is located as determined by the Telephone Company. The RDP defined by the Telephone Company is where Network Access recurring charges and Telephone Company responsibility stop and beyond which customer responsibility begins. See also P.S.C.-Del.-No. 1, Section 32.

Remote Switching Modules and/or Remote Switching Systems

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

ACCESS SERVICE

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

Responsible Organization

The term "Responsible Organization" denotes the entity identified by the Toll Free subscriber which assumes the duty of managing and administering that Toll Free subscriber's Toll Free account.

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.

Service Management System

The term "Service Management System" denotes the main operations support system of Toll Free Data Base Service. It is used to create and update the subscriber records that are then downloaded to service control points for handling subscriber's Toll Free calls. It is also used for reserving and assigning Toll Free numbers.

Serving Wire Center

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

Seven Digit Manual Test Line

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

Shared Network Arrangement

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Short Circuit Test Line

The term "Short Circuit Test Line" denotes an arrangement to 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.

ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Signal Transfer Point

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

Signaling Point of Interface

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

Signaling Systems 7

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

Singing Return Loss

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

Special Order

The term "Special Order" denotes an order for a 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.

ACCESS SERVICE

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

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

Synchronous Test Line

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

Tandem Switched Transport

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

Telephone Company Answering Service Concentrator

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

Terminating Direction

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

Transmission Measuring (105 Type) Test Line/Responder

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

Transmission Path

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

ACCESS SERVICE

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

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

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.

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

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.

ACCESS SERVICE

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

A user facility in which a call initiation procedure and a call terminating procedure determines a period of communication between two network addresses in which a 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.

WATS Access Connection

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.

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).

WATS Serving Office (WSO)

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

Wire Center

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