

APPLICATION OF PRODUCT GUIDE

A. GENERAL

This Part D of this Product Guide applies to Channel Services furnished or made available by Verizon Maryland LLC, or furnished jointly by said Company and the Participating Companies as specified in this Company's Long Distance Services Product Guides and Tariffs, between two or more points within a LATA within the State of Maryland.

B. TERMS AND CONDITIONS

1. Explanation of Terms

Bit

A bit is the smallest unit of information in the binary system of notation.

Channel

A channel is a path, for electrical communication, between two or more points furnished by means of any type facilities over any route the Company may elect to use.

Channel Mileage

Channel mileage provides for the transmission facilities between the serving wire centers associated with two customer-designated premises.

Channel Terminal

A channel terminal is that portion of a channel service required to connect an interexchange channel in a rate center or an interoffice channel in a wire center.

Channel Termination

A channel termination provides for the communications path between a customer-designated premises and the serving wire center of that premises.

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B. TERMS AND CONDITIONS (Cont'd)

1. Explanations of Terms (Cont'd)

Duplex Service

Duplex service is service which provides for simultaneous transmission in both directions.

Half-duplex Service

Half-duplex service is service which provides for transmission alternately in either direction, or for transmission in one direction only.

Interoffice Channel

An interoffice channel is that portion of an intraexchange Channel Service which connects local channels which service customer locations in different wire center serving areas.

Local Channel

A local channel is that portion of a Channel Service required to connect a station location to its serving wire center.

Service Terminal

A service terminal is the intraexchange portion of an interexchange service.

Service Point

A service point is the first connection of a channel in a building.

Station

A station is the point at which the network interface is located.

Station Terminal

A station terminal is that portion of a Channel Service required for connecting an interexchange channel to a station location.

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B. TERMS AND CONDITIONS (Cont'd)

2. Classification of Channels

Channels are classified by Series and further classified within each Series by Types. The various Series and Types are described in terms of characteristics and use.

3. Scope

The Company has the overall responsibility for Channel Service up to and including the network interface. Service is furnished 24 hours per day, seven days per week.

4. Provision of Facilities

- a. Except as otherwise specified in this Product Guide, it is expressly declared that metallic channel facilities are in decreasing supply and the Tele-phone Company is not obligated to make such metallic facilities avail-able.
- b. When a channel is used for data transmission which requires terminal equipment (data sets) located on the premises of the Company, such terminal equipment must be provided by the Company as specified in this Company's Product Guide, Section C, Part 6 for Central Office Data Sets.

5. Use of Customer's Service

- a. Channel Service may be used as specified for use of service in this Company's General Regulations Tariff and Product Guide Part A and for the transmission of communications to, from, within and between air carriers, where the customer is an aeronautical communications company licensed under the Aviation Services rule of the Federal Communications Commission to operate stations in the aeronautical mobile and fixed services.
 - (1) The purpose or purposes for which the channel service is to be used must be made known to the Company prior to such use.

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B. TERMS AND CONDITIONS (Cont'd)

5. Use of Customer's Service (Cont'd)

a. (Cont'd)

(2) The frequency range, speed and other characteristics of signals transmitted must fall within those specified for the channel furnished.

(3) In case one of the purposes for which the channel facilities are to be used requires a type of channel for which a higher rate applies than for the other purpose or purposes the higher channel rate applies, except as provided in (2) preceding.

b. A channel may be used for different types of transmission simultaneously as provided in (1) and (2) following, in accordance with normal transmission characteristics of such channel.

(1) When used for the remote operation of a mobile radiotelephone system, it may be used simultaneously for voice communication and to transmit more than one tone in sequence or simultaneously for control purposes.

(2) When used for control, metering or signaling purposes, it may be used to transmit more than one tone in sequence or simultaneously for such purposes.

c. Joint Use

When Channel Service is arranged for joint use, the service may be used for the transmission of communications to or from the joint user and relating directly to the joint user's business.

d. Notwithstanding any other provision of this Product Guide, STS Providers and STS Patrons may receive the services offered under this Product Guide only pursuant to the terms and conditions specified in Section 2 of the Company's Local Exchange Services Tariff for Shared Tenant Services.

6. Obligations of the Customer

a. The customer shall be responsible for making Company facilities available for maintenance purposes at a time agreeable to both the Company and the customer. No allowance will be made for the period during which the service is interrupted for such purposes.

b. The service or any rights associated therewith may not be assigned or in any manner transferred.

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B. TERMS AND CONDITIONS (Cont'd)

6. Obligations of the Customer (Cont'd)

- c. The customer shall be responsible for specifying the type of channel and conditioning to meet his service requirements.

7. Allowance for Interruptions

When service is interrupted due to causes other than the negligence of the customer, or the failure of facilities furnished by the customer, a credit allowance will be made as set forth in a. through d. following for the portion of the service which is affected. Long Distance Telecommunications Services furnished at the customer's request, when his service is interrupted, are charged for at Long Distance Telecommunications Services rates.

- a. Series 1000 Type 1150, Series 3000, Series 4000, Series 6000 and Series 11000 Channels

No credit is allowed for interruptions to service of less than thirty minutes. On interruptions to service of thirty minutes or more, the customer is credited with the proportionate part of the monthly contract charge in half-hour multiples for each half-hour or major fraction thereof that the service is interrupted.

- b. Series 5000 Channels

When service is interrupted for a period of two hours or more, credit is allowed for the portion of the service affected by the interruption, in hourly multiples for each hour or major fraction thereof of interruption as follows:

- (1) For items other than Base Capacity, credit is allowed in the proportion that the period of interruption bears to the hours in a month.
- (2) For each of the several types of Base Capacity, credit is computed separately for each two-point section affected.
 - (a) Where the Base Capacity is furnished for use as a single channel, credit is allowed as in (1) preceding.
 - (b) Where the Base Capacity is furnished for use as individual channels of lesser individual capacity:

- I. If the equivalent voice grade channels interrupted in a section are less than 50 percent of the total equivalent voice grade channels arranged for use in the section, no credit is allowed.

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B. TERMS AND CONDITIONS (Cont'd)

7. Allowance for Interruptions (Cont'd)

b. Series 5000 Channels (Cont'd)

(2) For each of the several types of Base Capacity, credit is computed separately for each two-point section affected. (Cont'd)

(b) Where the Base Capacity is furnished for use as individual channels of lesser individual capacity: (Cont'd)

II. If the equivalent voice grade channels interrupted in a section are 50 percent or more of the total equivalent voice grade channels arranged for use in the section, credit is allowed as in (1) preceding.

c. Series 8000 Channels

When use of facilities is interrupted for two hours or more, credit is allowed for the portion of the facilities affected by the interruption, in hourly multiples for each hour or major fraction thereof of interruption. Credit is allowed in the proportion that the period of interruption bears to the hours in a month. The interruption is measured from the time the customer notifies the Company of the interruption.

d. Digital Service

When service is interrupted due to causes other than the negligence of the customer, or the failure of facilities furnished by the customer, a credit allowance will be made as follows for the portion of the service which is affected. All such credit allowances shall begin from the time of notice by the customer to the Company that an unsatisfactory performance level has occurred, provided that the customer promptly releases the services as requested by the Company to perform testing and maintenance.

(1) Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Credit</u>
Less than a 30 minutes	None
30 minutes and up to, but not including, 3 hours	1/10 day
3 hours and up to, but not including, 6 hours	1/5 day
6 hours and up to, but not including, 9 hours	2/5 day
9 hours and up to, but not including, 12 hours	3/5 day
12 hours and up to, but not including 15 hours	4/5 day
15 hours and up to 24 hours inclusive	One day

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B. TERMS AND CONDITIONS (Cont'd)

7. Allowance for Interruptions (Cont'd)

d. Digital Service (Cont'd)

(1) Interruptions of 24 Hours or Less (Cont'd)

Two or more interruptions of 30 minutes or more, during any period up to, but not including 3 hours, shall be considered as one interruption.

(2) Interruptions of Over 24 Hours

Credit will be allowed in 1/5 day multiples for each 3-hour period of interruption or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

(3) Service Assurance Maintenance Guarantee

Service Assurance Maintenance Guarantee applies to Digital Data Service (DDS) and High Capacity Digital DS1 service. The Company will guarantee and credit a portion of the recurring charge for these services when the customer experiences an interruption of service of four consecutive hours or more, where the responsibility for the failure is solely that of the Company.

The Service Assurance Maintenance Guarantee credit may only apply to one occurrence of service interruption of four or more consecutive hours per month, per Digital Data Service (DDS) and High Capacity Digital Service. In the event that there is more than one service interruption of four or more hours on the same circuit, the Service Assurance Maintenance Guarantee does not apply to the subsequent interruptions. For multi-point circuits, the Service Assurance Maintenance Guarantee credit will apply to each leg of the circuit that experiences a service interruption. The Service Assurance Maintenance Guarantee credit is applied to the customer bill in addition to any existing credit allowances for DDS and DS1 services as long as it does not exceed the monthly charge. The monthly charge will consist of all applicable rate elements charged to the circuit experiencing a service interruption.

The Company will not be held responsible for and consequently will not provide a credit for service interruption in the following situations:

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

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B. TERMS AND CONDITIONS (Cont'd)

7. Allowance for Interruptions (Cont'd)

d. Digital Service (Cont'd)

(3) Service Assurance Maintenance Guarantee (Cont'd)

- (c) Interruptions of a service during any period in which the Company is not afforded access to the premises where the service is terminated.

All credit allowances shall begin from the time of notice by the customer, provided the customer releases the service as requested by the Company to perform testing and maintenance.

Any credit due the customer will be applied to the customer's monthly billing statement. The credit amount will equal 50% of the monthly recurring charge for each leg of the circuit that experiences a service interruption.

8. Quality Assurance

Quality Assurance applies to Digital Data Service (DDS) and High Capacity Digital DS1 services. The Company will credit 100% of the nonrecurring charge for these services when the initial due dates are not met, and where the responsibility for the failure is solely that of the Company.

The Company will not be held responsible for and consequently will not provide credit for service due dates missed in the following situations:

- a. The customer requests expedited orders.
- b. Other Companies are involved in service installation.
- c. The customer's premises is inaccessible.
- d. The customer changes interface requirements.
- e. The customer is not ready to accept the service.
- f. Building facilities are not ready (including space, cable support structures, building risers and facilities to be provided by builder or owner's subcontracted vendors).
- g. The customer orders termination beyond the Network Interface.
- h. Service installation delays caused by work stoppages, civil disturbances, criminal actions; or by fire, flooding or other occurrence attributed to an Act of God.

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B. TERMS AND CONDITIONS (Cont'd)

8. Quality Assurance (Cont'd)

i. Special Construction

Any credit due the customer as a result of the Company's failure to meet the initial due date, other than those reasons listed, will be credited to the customer's monthly billing statement.

9. Connections

- a. Customer terminal equipment is connected with channel services of this Company as specified following in this Company's Tariffs and Product Guides. Channels are connected in a network interface. All terminal equipment and wiring necessary to connect to the channels at the network interface is provided by the customer.
- b. When a channel is used for teletypewriter transmission such equipment must operate at a line signaling speed not to exceed that specified for the channel facilities furnished.
- c. Channel Service, except Series 6000 and 11000, may be connected at the premises of the customer to a telecommunications network line to form a through connection. Such connection shall be through switching equipment provided by the customer.
- d. Channel Service, except Series 4000 and 11000, furnished by the Telephone Company may be connected to another Channel furnished by the Telephone Company if the forms of electrical communication for which they are being used are the same.
- e. All connections will be made through connecting arrangements or switching arrangements provided by the Company or through switching equipment provided by the customer.
- f. Series 3000, types 3120 or 3122 and Series 5000, types 5320 or 5322, Channels may be connected at a Principal Telephone Company Central Office to a DATAPHONE Digital Service, except service at a transmission speed of 56 kilobits per second. Such channels may be connected to such service by means of an Analog/Digital Adapter provided by the Company at the Principal Telephone Company Central Office where the connection is made.

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B. TERMS AND CONDITIONS (Cont'd)

9. Connections (Cont'd)

- g. A Digital Service furnished by the Company to a customer may be connected by the customer at the premises of the customer, to another Digital Service or to other services furnished by the Company as follows: Series 3000 Channels, types 3120 or 3122, Series 5000 Channels, types 5320 or 5322, Series 10000 Channels, type 1001 and Telecommunications Network Line.

10. Mileage Measurement

a. Intraexchange Channels

- (1) For Series 6000 and 8000 Channels, the rate mileage is the airline distance between the centers of the buildings involved.
- (2) Interoffice mileage for Series 1000, 2000, 3000 and 4000 Channels is the airline distance, with a fractional 1/4 mile being treated as a whole 1/4 mile, between the wire centers involved. When more than one interoffice channel is required for multipoint service, these channels are furnished in a manner to achieve the shortest combination of distances between the wire centers involved.

b. Interexchange Channels

- (1) Except as otherwise specified, rate mileage is the shortest combination of airline distances between rate centers of the service points determined in accordance with Section 4 of this Company's Long Distance Services Product Guide.
- (2) When one or more of the exchanges involved are multizone exchanges, each zone of such an exchange is considered as a separate exchange for the purpose of applying interexchange channel rates.

c. Multipoint Channels

Rate mileage is determined in accordance with a. and b. preceding, except when the customer requests that channels be connected in a specified sequence, rate mileage is the shortest airline distances which will connect the channels in the specified sequence.

