
GENERAL TERMS AND CONDITIONS

A. APPLICATION OF RATES AND CHARGES

1. Application Form

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, terms and conditions from time to time in force and effect.

2. Business Rates

a. Business rates apply to service furnished:

- (1) In office buildings, stores, factories and all other places of a business nature.
- (2) In hotels, apartment houses, clubs and boarding and rooming houses except when all stations are within the subscriber's domestic establishment and no business listings are provided; colleges, college fraternity or sorority houses, hospitals and other institutions; and in churches except when the station is located in the clergyman's study.
- (3) At any location when the listing indicates a business or a profession except as identified in Verizon's State of Connecticut No. 1 Tariff, Section 1.A.2.a(2).
- (4) At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls (See Extensions in Part B, Section 2 of this Product Guide).
- (5) At any location where the substantial use of the service is occupational rather than domestic.

GENERAL TERMS AND CONDITIONS

A. APPLICATION OF RATES AND CHARGES (Cont'd)

2. Business Rates (Cont'd)

b. All Public Telephone Services are classified as business service regardless of the location.

3. Timing of Local Messages

A local message shall be considered as established when the telephone number dialed or called answers and each period of five minutes, or fraction thereof, of such connection shall be considered as a local message, except as provided in Part B, Section 3 of this Product Guide for local calls from Public Access Smart-pay Lines.

4. Power Supply

Whenever commercial power, or its equivalent, is required to operate service and facilities provided by the Company at the customer's premises, the customer shall:

- Furnish such power which shall be suitable for the purpose, and
- Provide and maintain all necessary power wiring and power outlets when and where required.

Where the subscriber requires reserve power ready for use in the event of commercial power failures, the subscriber shall provide his own source of such power. In the event of a power failure, no allowance will be made for interruption of the service.

5. Special Charges

In any case where the furnishing of facilities and service involves special installation work or unreasonable construction, maintenance or replacement costs or expenses on the part of the Company, the subscriber may be required to pay an additional installation or construction charge, monthly charge, or both, based on the additional costs and expenses involved. The subscriber may also be required to pay additional charges for work performed outside of regular working hours at the request of the subscriber.

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's Product Guide, charges based on cost apply.

A one-time Development Inquiry Charge of \$50.00 applies to each request for a special assembly. The charge will apply whether or not the customer elects to proceed with the installation and is in addition to the rates and charges applicable to the request itself.

Where a special assembly request involves engineering evaluation, an Engineering Design Charge of \$150.00 applies in addition to the Development Inquiry Charge. This charge applies whether or not the customer elects to proceed with the installation and is in addition to the rates and charges applicable to the request itself. If the customer elects to proceed with the installation, the rates and charges applicable to the special assembly itself will be reduced to reflect the payment of the Engineering Design Charge.

GENERAL TERMS AND CONDITIONS

A. APPLICATION OF RATES AND CHARGES (Cont'd)

5. Special Charges (Cont'd)

Where the customer elects to have the Company proceed with the special assembly request, the Development Inquiry Charge and the Engineering Design Charge must be confirmed in writing to the customer. The Development Inquiry Charge and the Engineering Design Charge shall not apply to requests for services for the handicapped.

Economic Development rates, which offer price stability for up to ten years for a customized package of telecommunications services negotiated with the customer, are available to companies which:

- a. relocate from out of state to Connecticut; or
- b. expand their Connecticut operations.*

B. USE OF SERVICE AND FACILITIES

1. Use of Service

The use of business service and facilities is restricted to the subscriber and the agents and representatives of the subscriber, except as otherwise provided by this Product Guide.

Services and facilities to which mileage rates apply are furnished only for communications in which the subscriber and the aforementioned persons have a direct interest and shall not be used for the collection, transmission or delivery of communications for others.

The Company shall not be required to furnish service or facilities where the circumstances are such that the proposed use of the service or facilities would tend to injuriously affect the efficiency of the Company's plant, property or service.

2. Use and Ownership of Directories, and Unauthorized Attachments

Telephone directories distributed from time to time by the Company remain the property of the Company, shall not be mutilated, and shall be surrendered upon request or upon delivery of the subsequent issue. No binder, holder, insert, auxiliary cover or attachment of any kind not furnished by the Company shall be attached to or used with the directories owned by the Company, except that this prohibition shall not apply to a subscriber-provided binder, holder, insert or auxiliary cover which contains no advertising and which is not so attached as to impede reference to essential service information or otherwise interfere with service.

* Substantial expansion only, which includes the addition of new jobs.

GENERAL TERMS AND CONDITIONS

B USE OF SERVICE AND FACILITIES (Cont'd)

3. Use and Ownership of Equipment

- a. The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and be returned to it whenever requested, in as good condition as reasonable wear will permit.
- b. Subscriber-provided terminal equipment and subscriber-provided communications systems may be connected with facilities furnished by the Company in accordance with the provisions contained in this Product Guide. If any subscriber-provided terminal equipment or subscriber-provided communications system is connected contrary to the provisions of this Product Guide, the Company shall have the right to remove or disconnect the same; or to terminate service; or to suspend the service during the continuance of said connection in accordance with the terms and conditions contained in Part B, Section 1.A.1.e. of this Product Guide following.
- c. Any equipment offered herein which has grandfathered status under the Federal Communications Commission's Registration Program is offered and provided only to the extent of available grandfathered stock.

4. Broadcast of Recordings of Telephone Conversations and Incoming Messages

Broadcasting of a recording of a telephone conversation or incoming message during the period of recording is permitted provided that in the interest of protecting the privacy of telephone service the recording is made in accordance with Part B Section 1.A.1.d. of this Product Guide.

C. OBLIGATION OF THE COMPANY

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its subscribers for communications.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment, (b) to secure and retain, without expense to it, suitable space for its plant and facilities in the building where service is or is to be provided, (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein, or (d) to secure compliance with the provisions of Part B, Section 12, E.6. of this Product Guide as to underground construction by the subscriber or any other party in interest, such as the applicant for service or the owner or operator of the premises where service is or is to be provided.

The Company's obligation to furnish service or to continue to furnish service is further dependent on its ability to obtain, retain and maintain suitable rights and facilities and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

Service Line Limitations - Due to the availability of facilities, the Company will provide a maximum of two lines per service address in certain locations.

(N)
(N)

GENERAL TERMS AND CONDITIONS

D. LIABILITY

1. Liability of Subscriber for Loss of or Damage to Equipment

The subscriber is required to reimburse the Company for any loss of, or damage to the telephone instrument, facilities or equipment on the subscriber's premises, through theft, wilful injury or any other cause whatsoever, other than by fire or unavoidable accidents. (The term "unavoidable accidents" does not include thefts.)

2. Liability of Company for Service Interruptions, Errors, etc.

When, after notice by the subscriber to the Company of an interruption of service, service continues to be interrupted, a credit allowance will be given if the interruption continues for at least 24 hours, and will be given under certain circumstances, if it continues less than 24 hours. The allowance is equal to a portion of the Product Guide monthly rate for all services and facilities furnished by the Company that are rendered useless or substantially impaired. The allowance shall apply as follows with respect to the period of interruption that continues after such notice:

(a) if interruption continues for more than 24 hours:

- (1) if the interruption is caused by storm, fire, flood or other condition out of the Company's control, 1/30th of such monthly rate for each 24 hours (or fraction thereof),
- (2) for other interruptions, 1/30th of such rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30th allowance applies to the first 24 hours of the second and subsequent interruptions.

In cases where groups of subscribers are affected by interruptions, when it is administratively feasible with a reasonable amount of effort for the Company to identify such subscribers, the Company will give credit without notification by the subscribers.

(b) if interruption continues for less than 24 hours

if the allowance is requested of the business office by the subscriber on the grounds that his service for the day was substantially impaired by such interruption or interruptions, then, for that day

- (1) 1/30th of such monthly rate, if there was not a previous interruption of a least 24 hours in the same billing period,
- (2) 2/30ths of such monthly rate, if there was a previous interruption of at least 24 hours in the same billing period.

GENERAL TERMS AND CONDITIONS

D. LIABILITY (Cont'd)

2. Liability of The Company for Service Interruptions, Errors, etc. (Cont'd)

Credits attributable to any billing period under the preceding shall not exceed the total charges for that period for the services and facilities furnished by the Company rendered useless or substantially impaired.

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Product Guide, suspends or terminates service because of nonpayment of bills due to the Company, unlawful or improper use of the facilities or service, or any other reason covered by the Product Guide. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Product Guide, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

Apart from the interruption allowance stated above, no liability shall attach to the Company for damages arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the subscribers or users of the service or facilities) in the absence of gross negligence or willful misconduct.

When the lines of other companies are used in establishing connection to points not reached by the Company's lines, the Company is not liable for any act or omission of the other company or companies and their agents, servants or employees.

In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of free directory listings or listings obtainable from the "directory assistance" operator, including errors in the reporting thereof, shall attach to the Company, and in the case of charge listings its liability shall be limited to and satisfied by a refund at the monthly rate for each such charge listing for the charge period during which the error, mistake or omission continues.

The services and facilities furnished by the Company, in addition to the limitations set forth preceding, also are subject to the following limitation: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company, (1) caused by subscriber-provided equipment, power or premises wire, or (2) which would not have occurred if The Company-provided terminal equipment or premises wire had been used.

- c. Customer will defend and indemnify the Company, its affiliates, agents and contractors from all third-party claims, liabilities, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising from or related to any acts or omissions by the customer, customer's end users or customer's third-party provider(s) that give rise to any claims of non-compliance of the Company with any applicable law, including the failure to purchase or implement features that enable compliance with laws.]
(N)]

GENERAL TERMS AND CONDITIONS

E. TELEPHONE NUMBER CHANGES

The Company reserves the right to change the subscriber's telephone number or numbers or the central office designation associated with such telephone number or numbers, or both, as the conduct of the business may require. The subscriber has no proprietary right in any number or central office designation assigned by the Company in the furnishing of telephone service.

In any case where existing service is continued for a new subscriber, the telephone number may be retained by the new subscriber only if the former subscriber consents.

F. ACCESS TO SUBSCRIBER'S PREMISES

The Company and its employees may have access to the subscriber's premises at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities. Without limiting the generality of the foregoing language, subsection (1) below, applies in the circumstances described.]

1. For purposes of this subsection:

- a. The "Owner" of a property includes both the actual owner and the managing agent or other representative designated by the Owner; and in the case of a condominium means the Owner of the common areas of the property.
- b. A "Building" is any property occupied by persons other than the Owner who are customers of Verizon, regardless of whether the Owner also occupies a portion of the Building.
- c. A "Converting Building" is a Building in which Verizon has notified the Owner of the building and its customers occupying the Building of its intention to upgrade its network by replacing copper facilities serving customers in the building with fiber-optic cables and related facilities. (N)
- d. "Refusal" (and terms such as "refuse" or "refuses") refers to a situation in which an Owner has either expressly denied Verizon access to a Converting Building for purposes of installing fiber-optic cables and related facilities, or has conditioned access on unreasonable terms or conditions, or has not responded to Verizon's request for such access, or has unreasonably delayed by not permitting access prior to the deadline set forth by Verizon in a communication to the Owner.

2. If an Owner of a Converting Building refuses Verizon access to the Building for purposes of installing fiber-optic cables and related facilities, Verizon may, on reasonable notice to the Owner and any affected customers, discontinue the provision of service to any of its non-residential customers in the Converting Building.]

GENERAL TERMS AND CONDITIONS

G. MINIMUM CHARGES

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1. General

a. For Exchange Service and Facilities

The minimum charge for exchange service and facilities is the applicable Product Guide rate for one month except as otherwise provided in this Product Guide. In applying the minimum charge for one month, when the equipment is moved within the same building or to another building on the same premises or a different premises, the one month's period of service is determined by combining the period of service at each location.

b. For Private Line Service and Facilities and Leased Channels

(M)

The minimum charge for private line service and facilities and leased channels is the applicable Product Guide rate for one month except as otherwise provided in this Product Guide.

2. Cancellation or Change of Application Prior to Establishment of Service

When an application for facilities and service is cancelled in whole or in part prior to completion of the construction and installation, the subscriber is required to pay to the Company, upon demand, the total costs and expenses in connection with providing and removing such facilities, less the estimated recoverable value, if any, of the facilities involved, not to exceed in any event the applicable minimum and installation and termination charges specified in this Product Guide.

When a subscriber requests a change in the location of all or a part of the facilities covered by the subscriber's application prior to completion of the construction and installation thereof, the subscriber is required to pay to the Company, upon demand, the difference between the total costs and expenses incurred by the Company in completing the construction and installation and that which would have been incurred had the final location of facilities been specified initially in the application.

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GENERAL TERMS AND CONDITIONS

G. MINIMUM CHARGES (Cont'd)

2. Cancellation or Change of Application Prior to Establishment of Service (Cont'd)

When an application is cancelled in whole or in part after completion of the construction and installation but prior to the establishment of service the subscriber is required to pay to the Company, upon demand, the applicable minimum and termination charges specified in this Product Guide and the applicable connection and construction charges.

3. Charges Based on Period of Actual Service

- a. Charges are based on period of actual service when service for which the minimum charge is one month is terminated within the first month under the following conditions:

(1) Condemnation of property, damage to property by fire or similar cause necessitating abandonment of the premises.

(2) Death of the subscriber.

- b. Charges are based on period of actual service when service for which the minimum charge is one month is assumed by a new subscriber during the first month except for facilities not taken over, to which minimum charges are applicable in accordance with the terms under which the original service was furnished.

H. PAYMENTS AND TERMINATION OF SERVICE

1. Advance Payments and Deposits

Any applicant for facilities or service, whose financial responsibility is not established to the satisfaction of the Company, may be required to pay in advance the service connection and installation charges and at least one month's rental.

Applicants for service under annual schedules may be required to make an advance payment equal to the full annual rate.

Applicants for facilities or service to which construction charges are applicable may be required to prepay the monthly payments for such construction charges, the amount of such prepayment to be computed as provided in Part B, Section 12.E. of this Product Guide.

Any applicant or subscriber, whose financial responsibility is not established to the satisfaction of the Company, may also be required to deposit a sum up to an amount equal to the total of the estimated charges for two months for the facilities and service. Such applicant or subscriber who requests or is furnished facilities and service for which a minimum charge of more than one month is specified in this Product Guide may, in addition, be required to deposit a sum up to an amount equal to the total of the minimum charge less any installation charge paid by the subscriber. Such applicant or subscriber who requests or is furnished concentrator-identifier equipment may, in addition, be required to deposit a sum up to an amount equal to the total estimated installing and removal costs for the equipment installed less any installation charge paid by the subscriber. Any such deposit may be held during the continuance of service as security for the payment of any and all amounts due or to become due. Interest in accordance with Section 16-262j of the Connecticut General Statutes is credited or paid to the subscriber annually during the continuance of the deposit. If held until termination of the service, such deposit, less any and all amounts then due, is returned to the subscriber.

GENERAL TERMS AND CONDITIONS

H. PAYMENTS AND TERMINATION OF SERVICE (Cont'd)

2. Responsibility for Local and Toll Message Charges

The subscriber is responsible for all messages sent over the subscriber's line and for all messages charged to the subscriber's line where the subscriber, or any person answering the subscriber's line, agrees to accept such charge.

3. Payment of Charges

Monthly charges for facilities and service are payable monthly in advance, and, except where otherwise provided in this Product Guide, all other charges are payable upon request of the Company.

Bills are due when rendered and are payable at any business office of the Company, or at any other office designated by the Company. If objection in writing is not received by the Company within thirty days after the bill is rendered, the items and charges appearing thereon shall be deemed to be correct and binding upon the subscriber.

The Company reserves the right to refuse an application for service made by a present or former subscriber who is indebted to the Company for telephone service previously furnished, until the indebtedness is satisfied. In the event that service is connected for a subscriber who is indebted to the Company for telephone service previously furnished such subscriber, the service may be terminated by the Company unless the subscriber satisfies the indebtedness within 10 days after written notification.

Check Return Charge

The following charge will apply whenever a check, draft or electronic bank debit presented for payment of service is not accepted by the institution to which it is directed or if the institution's initial acceptance is rescinded.

A Check Return Charge of \$13.69 per check, draft or electronic bank debit returned.

In the case of an error by the institution to which the check, draft or electronic bank debit is directed, the charge will be waived by the Company.

Late Payment Charge

A Late Payment Charge at the rate of 1.5% or \$5.00, whichever amount is greater, applies to all amounts, previously billed on customer's bills and remaining unpaid at the time the next bill is prepared, excluding the previous month's local service charge, but including arrears and late payment charges.

The 1.5% late payment charge applies to balances of \$5.00 or less. The 1.5% late payment charge or the \$5.00 minimum late payment charge, whichever amount is greater, applies to balances greater than \$5.00

Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge.

The late payment charge does not apply to final accounts.

GENERAL TERMS AND CONDITIONS

H. PAYMENTS AND TERMINATION OF SERVICE (Cont'd)

3. Payment of Charges (Cont'd)

Late Payment Charge (Cont'd)

The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill. If the dispute is resolved in the Company's favor, then the late payment charge will be applied following resolution of the dispute to billed amounts that were not paid while the dispute was pending, for the full period over which those amounts remained unpaid.

4. Suspension or Termination for Non-Payment

In the event of the non-payment of any sum due, the Company may:

Suspend service until all charges due have been paid. Such suspension shall not be made until at least five days have elapsed following written notification to the subscriber by mail or in person of the Company's intention to suspend service for non-payment.

Terminate the service, provided at least ten days have elapsed following written notification to the subscriber by mail or in person of the Company's intention to terminate the service for non-payment. Where termination follows suspension at least five days must elapse following the date of suspension before service is terminated unless the subscriber consents to earlier termination.

Provided, however, that message toll service may be refused if upon request of the Company, the subscriber fails to make a reasonable deposit to guarantee payment for said service or pay the toll charge in advance.

The monthly rental charge does not apply during the period of suspension or termination for non-payment.

Telephone service shall not be suspended or terminated for non-payment of bills rendered other than for telephone services or deposits requested in connection with telephone service, nor for non-payment for services which have not been rendered, except the initial advance payment of new subscribers.

GENERAL TERMS AND CONDITIONS

H. PAYMENTS AND TERMINATION OF SERVICE (Cont'd)

5. Termination for Cause other than Non-Payment

In the event of prohibited, unlawful or improper use of the facilities or service, abuse or abandonment of the station, or any other violation by the subscriber of the terms and conditions governing the facilities and service furnished or, if, in the judgment of the Company, any use of the facilities or service by the subscriber tends to injuriously affect the efficiency of the Company's plant, property or service, the Company may, without notice, terminate the service, and sever the connection and remove its equipment from the subscriber's premises. Improper use of the facilities or service includes the use of facilities or service of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of Product Guide charges.

Prohibited, unlawful or improper use of the facilities or service includes, for example, (1) the use of facilities or service of the Company to transmit a message or locate a person or otherwise to give or obtain information, without payment of Product Guide charges, (2) calling or permitting others to call another person or persons so frequently or at such times of the day or in such a manner as to harass, frighten, abuse or torment such other person or persons, (3) the use of profane or obscene language, (4) the use of the service in such a manner as to interfere with the service of one or more other subscribers or to prevent others from making or receiving calls, (5) the use of a mechanical dialing device or recorded announcement equipment to seize a subscriber's line, thereby interfering with the subscriber's use of the service and (6) the obtaining, or attempting to obtain, or assisting another to obtain or attempt to obtain telephone service by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service.

6. Termination by Notice

Subject to the terms and conditions from time to time in force and effect, facilities and service may be terminated by the subscriber or the Company by giving ten days' notice in writing.

Subscribers of services based on packet, optical and wave technology, including Transparent LAN Services, and data services in bandwidths greater than 1.5 Mbps may terminate such services by giving 30 days' notice, either written or electronic. Subscriber requests to disconnect services should be submitted via the Company's online account management tool, at <https://enterprisecenter.verizon.com>. Notice of termination is deemed effective only if the subscriber receives confirmation of receipt from the Company; the subscriber should contact its account representative or the Company's customer service center if it does not receive such confirmation within two business days.

GENERAL TERMS AND CONDITIONS

H. PAYMENTS AND TERMINATION OF SERVICE (Cont'd)

7 Termination Liability

Early termination charges that are otherwise applicable to term commitments for Voice Exchange services such as, but not limited to, Centrex, Business Lines and Trunks, and ISDN PRI services, provided under any of the Sections of the Company's Product Guide or under agreements made pursuant to such Product Guide, will not be assessed when the customer changes or upgrades to another service that is provided by the Company or its affiliates under a term commitment provided the following conditions are met:

- a. The revenue value to the Company or its affiliates of the new term commitment is equal to or greater than the remaining value of the current term commitment; and
- b. The customer timely notifies Verizon that the orders to discontinue the existing service and the orders for the new or upgraded service are related in order to enable the Company and its affiliates to coordinate the implementations of both orders within reasonable time frames.

I. ORDER OF PRECEDENCE DURING PERIOD OF FACILITY SHORTAGES

Whenever facilities are not immediately available to furnish service to all applicants, the order of precedence, by categories, will continue to be that followed under the Civilian Production Administration Utilities Order U-2, as amended August 7, 1946, as shown below.

Category I

Business service and residence main service to the extent required for the proper discharge of duties essential to the activities of:

Official Army, Navy, Marine Corps and Coast Guard Units and the Veterans' Administration;

Official Federal, State, county and municipal government services;

Official agencies of foreign governments;

Public or private organizations directly serving the public safety, health, or welfare, such as: hospitals, clinics, sanatoria; physicians, surgeons, dentists, nurses, nurses' registries, veterinarians, ambulance services, manufacturers or distributors (wholesale and retail) of drugs, surgical, medical, hospital or dental supplies or equipment; mortuaries, burial service organizations; the American Red Cross and similar agencies;

Philanthropic and eleemosynary organizations recognized as such by the Bureau of Internal Revenue, including their fund raising offices; United Service Organizations and other similar organizations; religious establishments and their officiating clergy; Christian Science practitioners; public and private schools;

Press associations, newspapers, radio broadcasting stations;

Public transportation, pipe line companies, all types of public utilities;

GENERAL TERMS AND CONDITIONS

I. ORDER OF PRECEDENCE DURING PERIOD OF FACILITY SHORTAGES (Cont'd)
Category I (Cont'd)

Labor unions having bona fide collective bargaining agreements with business concerns identified in this category;

Public Telephone Services;

Temporary installation of residence main service when the immediate installation of service is essential to the protection of life;

Temporary installation of one residence extension telephone when it is essential in cases of serious illness;

One residence extension telephone and/or connection with an answering bureau for practicing physicians and surgeons;

Changes of address of business service and of residence main service within the same central office area;

Service, other than listed above, required because of essentiality or unreasonable hardship.

Category II

Changes of address of business service within the same exchange or to exchanges within the State of New York or within the vicinity of New York City.

Category III

New business service for an enterprise which is substantially owned and principally operated or managed by a veteran who applies for service within twenty-four months after being honorably separated or placed on terminal leave from the armed forces of the United States or the merchant marine, provided such enterprise is expected to be the veteran's principal means of livelihood. The applicant for service must certify to these facts in writing.

Category IV

Business service other than that included in the above categories.

GENERAL TERMS AND CONDITIONS

I. ORDER OF PRECEDENCE DURING PERIOD OF FACILITY SHORTAGES (Cont'd)

Category V

Residence main service where:

- The attending physician or surgeon certifies in writing that there exists a condition of serious illness or pregnancy involving serious complications, that he must be called repeatedly at unpredictable intervals for emergency treatment and that in view of all the circumstances telephone service is essential. Such service shall be terminated within 30 days of the termination of the conditions specified above.
- A person lives alone and the attending physician certifies in writing that such person is confined to residence quarters for a protracted period by reason of serious illness or physical disability and that in view of all the circumstances telephone service is essential; residence main service where a blind person lives alone. The phrase "lives alone" includes a person who is alone all day or during the day or night working hours, except for one or more children aged fifteen years or younger or another person either blind or similarly certified to be confined to residence quarters by reason of serious illness or physical disability. Such service shall be terminated within 30 days after the termination of the conditions specified above.
- A seriously disabled veteran of the armed forces of the United States who applies for service within twenty-four months after being honorably separated from the armed forces. For the purpose of this paragraph a veteran will be considered seriously disabled if he is receiving disability payments of \$50.00 a month or more from the Veteran's Administration. The applicant for service must certify to these facts in writing.

Category VI

- Change of address of residence main service within the same exchange or to exchanges within the State of New York or within the vicinity of New York City.

Category VII

New residence main service to the extent required for the proper discharge of duties essential to the following activities:

- The hiring of substantial numbers of people;
- The furnishing of material, equipment or facilities under prime or subcontracts to the armed forces of the United States and by suppliers to such prime or subcontractors; the converting of war plants to peacetime operations; and the reestablishing under the same ownership of businesses which were obliged to close during the war because of lack of materials or manpower or because of wartime regulations; persons (such as engineers, architects, contractors, chemists, lawyers and accountants) who perform special services for these activities or for public works projects;

GENERAL TERMS AND CONDITIONS

I. ORDER OF PRECEDENCE DURING PERIOD OF FACILITY SHORTAGES (Cont'd)

Category VII (Cont'd)

- The production and wholesale distribution of fuel and lumber and other construction materials and construction equipment and mining equipment; mining operations and mining engineers;
- The maintaining or servicing of equipment essential to the following: the armed forces, production for the armed forces or conversion from such production, public works projects, public transportation, public utilities, pipe line companies, mining operations, and producers of fuel, lumber and other construction materials and construction equipment and mining equipment;
- Food processing, food distribution (wholesale and retail) and food storage and production of substantial quantities of food;
- Labor unions having bona fide collective bargaining agreements with business concerns identified in this category.

Category VIII

New residence main service for:

- The wife of a member of the armed forces of the United States or the merchant marine who is on active duty away from home, where she is pregnant and there is no one else in her household or where her household consists only of herself and one or more children aged fifteen years or younger; and under the same circumstances for a widow whose husband died since January 1, 1940 while a member of the armed forces of the United States or the merchant marine. For the purpose of this paragraph the presence of one or more persons who are blind or confined to residence quarters by reason of serious illness or physical disability shall be disregarded. The applicant for service must certify to these facts in writing.
- Those who discontinued residence service upon entering the armed forces of the United States or the merchant marine and who apply for service within twenty-four months after being honorably separated or placed on terminal leave from the armed forces or the merchant marine. The applicant for service must certify to these facts in writing.
- A veteran who is head of a family (that is, who maintains in one household one or more individuals other than himself who are connected with him by blood relationship, relationship by marriage, or by adoption) and who applies for service within twenty-four months after being honorably separated or placed on terminal leave from the armed forces of the United States or the merchant marine. The applicant for service must certify to these facts in writing.

Category IX

- New residence main service other than that included in the above categories.

Category X

- Residence extension telephones other than those specifically set forth in Category I above.

GENERAL TERMS AND CONDITIONS

J. TELECOMMUNICATIONS SERVICE PRIORITY SYSTEM

1. General

The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and information on the website of the Department of Homeland Security's Office of Emergency Communications (OEC). Any changes to or reissuance of these regulations or manuals supersede language contained herein.

The TSP program has two components, restoration and provisioning.

- i. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
- ii. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

GENERAL TERMS AND CONDITIONS

J. TELECOMMUNICATIONS SERVICE PRIORITY SYSTEM (Cont'd)

2. TSP Request Process – Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

- a. determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories:
 1. National Security Leadership
 2. National Security Posture and U.S. Population Attack Warning
 3. Public Health, Safety, and Maintenance of Law and Order
 4. Public Welfare and Maintenance of National Economic Posture
- b. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
- c. Complete the TSP Request for Service Users form (SF 315) available on the U.S. Department of Homeland Security website (<http://www.dhs.gov/telecommunications-service-priority-tsp>).
- d. Non-federal users should call the Department of Homeland Security Priority Telecommunications Service Center toll free at 866-627-2255 for instructions on submitting a TSP request.
- e. Submit the SF 315 to the OEC.
- f. Upon receipt of the TSP Authorization Code from the OEC, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

3. TSP Request Process – Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in Paragraph J.2. of this Section preceding for restoration priority assignment except for the following differences. The user should:

- a. Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in Paragraph J.2.a. preceding and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
- b. Verify that the Company cannot meet the service due date without a TSP assignment.

GENERAL TERMS AND CONDITIONS

J. TELECOMMUNICATIONS SERVICE PRIORITY SYSTEM (Cont'd)

3. TSP Request Process – Provisioning (Cont'd)

- c. Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

4. Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- a. Identify telecommunications services requiring priority.
- b. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every two years, and must be done before expiration of the end-user's TSP Authorization Code(s).
- c. Accept TSP services by the service due dates.
- d. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- e. Pay the Company any authorized costs associated with priority services.
- f. Report to the Company any failed or unusable services with priority levels.
- g. Designate a 24-hour point of contact for each TSP request and apprise the OEC.
- h. Cooperate with the OEC during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

5. Responsibilities of the Company

The Company will perform the following:

- a. Provide TSP service only after receipt of a TSP authorization code.
- b. Revoke TSP services at the direction of the end-user or OEC.
- c. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).

GENERAL TERMS AND CONDITIONS

J TELECOMMUNICATIONS SERVICE PRIORITY SYSTEM (Cont'd)

5. Responsibilities of the Company (Cont'd)

The Company will perform the following: (Cont'd)

- d. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- e. Designate a 24-hour point of contact to coordinate TSP processes with the OEC.
- f. Confirm completion of TSP service order activity to the OEC.
- g. Participate in reconciliation of TSP information at the request of the OEC.
- h. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- i. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- j. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- k. Disclose content of the NS/EP TSP database only as may be required by law.
- l. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OEC.

6. Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted customer of the action to be taken.

GENERAL TERMS AND CONDITIONS

J TELECOMMUNICATIONS SERVICE PRIORITY SYSTEM (Cont'd)

7. Rates and Charges

	<u>Monthly Rate</u>	<u>Nonrecurring Charge £</u>	<u>USOC</u>
(1) Priority Installation* - Per Circuit			
Prime Service Vendor	-	-	PIAPX
Subcontractor	-	-	PIASX
(2) Priority Restoration Level Implementation* - Per Circuit			
Prime Service Vendor	-	-	PR5PX
Subcontractor	-	-	PR5SX
(3) Priority Restoration Level Change - Per Circuit			
Prime Service Vendor	-	-	PR8PX
Subcontractor	-	-	PR8SX
(4) Maintenance and Administration of Priority Restoration - Per Circuit Leg			
Prime Service Vendor	-	-	PR9PX
Subcontractor	-	-	PR9SX

£ Appropriate Record Order Charges, as specified in Part B, Section 12 of this Product Guide, apply.

* When a service is ordered with both priority installation and priority restoration, the associated nonrecurring charge for priority restoration only applies.

GENERAL TERMS AND CONDITIONS

K. BILLING DETAIL

1. Outward WATS Message Detail

a. General

Upon request, subscribers to WATS service* will be furnished message detail for outward WATS service*. Detail consists of the WATS line number*, or in some offices, the first line number of a group, date and time of call, called number and elapsed minutes. Editing, sorting or summarizing are not provided. Since the furnishing of this service requires computer and manpower time, it is furnished subject to availability. (N)
(N)

b. Charges

Per detail request, per account, for one month

	<u>Charge</u>	<u>USOC</u>
Initial 2,500 messages or fraction thereof	\$ 200.00	
Each additional message	1.5¢	

2. Special Billing Detail

a. General

Upon request, customers will be furnished the following special billing detail at the charges shown below:

- (1) Toll Message Statement
- (2) Other Charges and Credits Statement
- (3) Service Charge Details or Customer Service Record
- (4) Centrex Special Message Unit Billing

For each primary station line number, a summary by day, evening and night periods, of primary area calls and charges.

- * Wide Area Telephone Service (WATS) is no longer available. Moves, additions or changes to subscribers existing service will not be permitted. (N)
(N)

GENERAL TERMS AND CONDITIONS

K. BILLING DETAIL

2. Special Billing Detail (Cont'd)

b. Charges

Per each special billing detail request, per account, for one month

	<u>Charge</u>	<u>USOC</u>
Toll Message Statement	\$ 75.00	
Other Charges and Credits Statement	75.00	
Service Charge Details or Customer Service Record	75.00	
Centrex Special Message Unit Billing	150.00	

Charges will be applied separately for each account (main billing number).

3. Local Usage Detail Lists

a. General

Upon request, subscribers will be furnished copies of the Local Usage Detail lists used in the Company offices. The lists show the time of call, initial period charge and total charge for calls of over 5 minutes. All other local calls are entered as a bulk figure.

Local Usage Detail lists are furnished with the understanding that they are not purported to be the subscriber's billing record and the number of local calls shown on the Local Usage Detail list will not, in many cases, balance with the number of messages on the subscriber's bill. They are provided for use only as an aid in analyzing local usage. Local Usage Detail lists are furnished subject to availability.

b. Charges

Per Local Usage Detail list associated with one telephone bill

	<u>Charge</u>	<u>USOC</u>
Business	\$ 1.50 plus 50¢ per page of details	

GENERAL TERMS AND CONDITIONS

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L. OBLIGATIONS OF THE CUSTOMER

1. Obligations of the Customer with Respect to Certain Customer-Provided Systems

For purposes of this subsection L, 'Customer-Provided Systems' means multi-line telephone systems, as defined in 47 CFR § 9.3, that are interconnected with services offered by the Company pursuant to this Product Guide. Nothing in these provisions should be interpreted to mean that all multi-line telephone systems, as defined in 47 CFR § 9.3, are suitable for interconnection with such Company services.

- a. Customer-Provided Systems connected to the Company's network which were manufactured, imported, sold, leased, or installed after February 16, 2020 must be configured to*:
- allow an end user to directly initiate a "911" call from any station equipped with dialing facilities, without dialing any additional digit, code, prefix, or post-fix, including any trunk-access code such as the digit 9, regardless of whether the user is required to dial such a digit, code, prefix, or post-fix for other calls, and
 - provide Customer-Provided Systems notification to a central location at the facility where the system is installed or to another person or organization regardless of location, if the system is able to be configured to provide the notification without an improvement to the hardware or software of the system.

Customer-Provided Systems notification must (1) be initiated contemporaneously with the 911 call, provided that it is technically feasible to do so; (2) not delay the call to 911; and (3) be sent to a location where someone is likely to see or hear it.

(N)

- b. A person engaged in the business of installing Customer-Provided Systems** may not install such a system in the United States unless it is configured such that it is capable of being programmed with and conveying the dispatchable location of the caller, as defined in 47 C.F.R. § 9.3, to the PSAP with 911 calls consistent with the requirements below. A person engaged in the business of managing or operating Customer-Provided Systems may not manage or operate such a system in the United States unless it is configured such that the dispatchable location of the caller, as defined in 47 C.F.R. § 9.3, is conveyed to the PSAP with 911 calls consistent with the following requirements:

* Pursuant to 47 CFR § 9.16(b)(1) and (2).

** Pursuant to 47 C.F.R. § 9.16(b)(3).

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GENERAL TERMS AND CONDITIONS

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L. OBLIGATIONS OF THE CUSTOMER (Cont'd)

1. Obligations of the Customer with Respect to Certain Customer-Provided Systems (Cont'd)

b. (Cont'd)

- On-premise fixed telephones associated with Customer-Provided Systems must provide dispatchable location by January 6, 2021;
- No later than January 6, 2022, on-premise non-fixed telephones associated with Customer-Provided Systems must provide dispatchable location where technically feasible, otherwise they shall provide dispatchable location based on end user manual update or on alternative location information as defined in 47 C.F.R. § 9.3;
- No later than January 6, 2022, off-premise non-fixed telephones associated with Customer-Provided Systems must provide dispatchable location where technically feasible, otherwise they shall provide dispatchable location based on end user manual update, or enhanced location information which may be coordinate based and consisting of the best available location that can be obtained from any available technology or combination of technologies at reasonable cost.
- Customers to DID Service capable of accessing 911 emergency services shall be responsible for providing automated dispatchable location information as defined in 47 C.F.R. § 9.3 and for maintaining the accuracy of that information for fixed services as of January 6, 2021 and for non-fixed services where technically feasible as of January 6, 2022.
- Customers, particularly private switch owners, private branch exchange owners, and customers of DID service, may need to purchase additional features or services to comply with the dispatchable location provisions of RAY BAUM's Act. Dispatchable location capability may require Customers to purchase private switch automatic location identification (PS/ALI) service from the Company or from a third-party provider.

(N)

c. Customer Equipment, PBXs and Channels.

- (1) All Customer-Provided Systems connected to the Company's network on or after February 16, 2020, must be configured to allow direct "911" dialing by any end user and must be configured to send Customer-Provided Systems notifications as described in Section L.1.a.
- (2) Customer-Provided Systems must be capable of conveying the dispatchable location of a 911 caller to a public safety answering point ("PSAP") as described in Section L.1.b.

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GENERAL TERMS AND CONDITIONS

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L. OBLIGATIONS OF THE CUSTOMER (Cont'd)

1. Obligations of the Customer with Respect to Certain Customer-Provided Systems (Cont'd)

(N)

- d. Customers who connect Customer-Provided Systems to the Company's facilities agree to defend and indemnify the Company for acts and omissions that give rise to any claims of non-compliance, as described in Section D.2.c.

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