TERMS AND CONDITIONS

1. APPLICATION

THE REGULATIONS SPECIFIED HEREIN ARE APPLICABLE TO ALL COMMUNICATIONS SERVICES OFFERED IN THIS PRODUCT GUIDE BY VERIZON PENNSYLVANIA INC. ADDITIONAL REGULATIONS, WHERE APPLICABLE, PERTAINING TO SPECIFIC SERVICE OFFERINGS, ACCOMPANY SUCH OFFERINGS IN VARIOUS SECTIONS OF THIS PRODUCT GUIDE.

A. The Product Guide sets forth the terms and conditions under which the Customer ("Customer," "you" or "your") agrees to use the Services (as defined below) and under which Verizon Pennsylvania Inc. ("Verizon", "Company" or "we") agrees to provide the Services to the Customer, unless otherwise noted.

B. The Product Guide is set forth on the Verizon website (the "Website") at http://www.verizon.com/tariffs. Click on Pennsylvania and then on non-tariffed documents. You may also obtain further information regarding the terms and conditions applicable to the ordered Service by telephoning Verizon at 800-837-4966.

C. The Product Guide becomes a binding contract following your acceptance of the terms and conditions applicable to the ordered Service. You are deemed to have accepted the terms of the Product Guide applicable to your Service upon your order of, use of, or payment for the Service.

D. Unless expressly stated otherwise, the Product Guide also applies to any Customer who has entered into a separate contract for Services for a specified time period; provided, however, in the event of a conflict between the terms in the separate contract and the terms in the Product Guide, the terms in the separate contract shall control with respect to Services subject to that contract.

2. GENERAL TERMS AND CONDITIONS

A. Services. "Service" or "Services" means those toll services, retail calling plans and other telecommunications products or services offered by Verizon for which the prices, charges, and other terms and conditions of sale are specified in the Product Guide.

B. Prices. You are responsible for all charges associated with the Services and rate plan selected, including all taxes, usage charges, telecommunications surcharges (e.g., Universal Service Fund fees) or other applicable governmental charges due on account of the Services. Such taxes, fees and/or surcharges are subject to change without notice to you except as may be required by law. Charges for ancillary services, including but not limited to, charges for installation, change orders, directory assistance and operator services used by you will be imposed at Verizon's current rates, and such charges are also subject to change without notice to you except as may be required by law. Promotional pricing and terms will expire in accordance with the terms applicable to each promotion, without further notice to you.

C. Credit Check/Deposit. You authorize Verizon to conduct a credit search, which Verizon will use to determine your credit worthiness.

TERMS AND CONDITIONS

2. GENERAL TERMS AND CONDITIONS (Cont'd)

D. Unauthorized Use. Verizon shall not be liable for any damages, including charges for Services that you may incur as a result of the unauthorized use or misuse of the Services by your family, guests, employees, third parties, or the public. You shall remain responsible for such charges.

E. Indemnification. You agree to defend, indemnify and hold Verizon, our employees, affiliates and agents, harmless from any and all losses, claims, demands, damages, expenses (including reasonable attorneys' fees), or any liability whatsoever, arising from any use of the Services by you or any person you permit to use the Services, including without limitation, liability resulting from the content of communication such as defamation, fraud or invasion of privacy, any combination of the Services with other products or services not provided by Verizon, any modification of the Services or any infringement of intellectual property.

F. **Warranty Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PRODUCT GUIDE, VERIZON DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR ARISING BY COURSE OF PERFORMANCE, DEALING, CUSTOM OR TRADE USAGE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF WE KNEW OR SHOULD HAVE KNOWN SUCH PURPOSE) AND NON-INFRINGEMENT. YOU AGREE THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. VERIZON DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.**

G. Provision of Service

(1) We will provide the services covered by this Product Guide where we have facilities available to provide the particular services and will provide the services using the facilities and technologies best suited to provide the particular services efficiently and economically.

(2) Situations in which we will not provide service include, but are not limited to, the following:

(a) where we are unable to secure suitable rights to place and maintain facilities needed to provide the service;
(b) where providing the service is uneconomic or not justified based on economic factors;
(c) where we are unable to make an economic assessment due to our inability to secure necessary information from the owner or developer of a property or other relevant party, to make that assessment;
(d) where any conditions in this Product Guide are not satisfied, including, without limitation, conditions requiring payment of construction charges; or
(e) where otherwise provided in this Product Guide.

(3) We will provide thirty (30) days written notice to you if your service will be discontinued under the terms set forth in this Section 1.

TERMS AND CONDITIONS

3. OBLIGATION OF THE COMPANY

A. The Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the provision of such service.

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 Services; Foreign Central Office Service – Business; Foreign Central Office Service – Residential; Foreign Exchange Service – Business; Foreign Exchange Service – Residential; Metallic Service; Program Audio Service; Secretarial Lines and Associated Telephone Answering Equipment; Series 1000 Channels; Series 2000 Channels - Type 2011, Type 2014; Series 3000 Channels - **Type 3001; Series 6000 Channels; Series 9000 Channels; Special Services - Voice Grade; Telegraph Grade Service; Integrated Services Digital Network (ISDN) - Basic Rate Interface; Centrex INTELLILINQ – BRI, Feature Group A, Ground Start and Reverse Battery Signaling, WATS Service, Switched 56 Kilobit Service, Lineside Basic Service Arrangement, Direct Inward Dialing Service on Analog Trunks, High Capacity Digital Hand-Off.

B. The rates and charges quoted in this Product Guide provide for the furnishing of service and facilities where suitable facilities are available or when the construction of the necessary facilities does not involve excessive costs.

C. When excessive costs are involved for the construction of facilities, charges for such construction will be determined in accordance with the terms as set forth in Section 11, except as otherwise specified.

D. The specialized terminal equipment needed by persons whose hearing, speech, vision or mobility is impaired is available from the Company upon subscriber request on a monthly basis.

E. **Service Line Limitations -** Depending upon the availability of facilities, the Company will provide a maximum of two lines per service address.

4. OBLIGATION OF THE BUILDING OWNER, PROPERTY OWNER, AND/OR CUSTOMER

You agree to provide us with the access and support required to allow us to implement, maintain and provide the Services. You shall ensure that the facilities or equipment provided by you are properly interconnected with the Services, facilities and equipment provided by Verizon. Verizon shall not be liable for any damages or losses caused by the failure of equipment, inside wire or other facilities provided by you or a third party and you shall be liable if such facilities cause damage to Verizon, our customers, and/or our providers. You are solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of Services and Verizon shall have no liability therefore.

It is the responsibility of the building owner, property owner, and/or customer to provide a means of entrance into the building and adequate space and power requirements within the building which is satisfactory to the Company to provide for mounting the necessary terminal and station protection equipment.

Where, due to the type of construction of the building or the conditions imposed by the building owner, property owner, and/or customer, extraordinary expense is incurred by the Company, the building owner and/or property owner is required to pay the difference between the expense incurred by the Company and the expense which would normally have been incurred for the installation.

** This service has been withdrawn for residence on a statewide basis.

TERMS AND CONDITIONS

5. **LIMITATION OF LIABILITY**

A. EXCEPT FOR DAMAGES RESULTING FROM THE UNAUTHORIZED OR ILLEGAL USE OF THE SERVICES BY YOU OR YOUR FAMILY, GUESTS OR EMPLOYEES, NEITHER PARTY (NOR ITS SUPPLIERS OR AFFILIATES) SHALL BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. EITHER PARTY'S MAXIMUM TOTAL LIABILITY TO THE OTHER PARTY IN CONNECTION WITH THE SERVICES, FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, SHALL BE:

(1) FOR DAMAGES ARISING OUT OF ERRORS, OMISSIONS, INTERRUPTIONS, DELAYS OR DEFECTS IN TRANSMISSION OR DEFECTS IN COMPANY FACILITIES (A "FAILURE"),INCLUDING SUCH DAMAGES CAUSED BY THE PARTY'S NEGLIGENCE, THE CHARGES FOR THE AFFECTED SERVICES FOR THE PERIOD OF THE FAILURE;

(2) FOR INDEMNITY, THE REMEDIES SET FORTH IN SECTION B.4

(3) THE TELEPHONE COMPANY, EXCEPT AS PROVIDED HEREIN, SHALL NOT BE LIABLE FOR DAMAGES ARISING OUT OF ERRORS IN OR OMISSIONS FROM ITS DIRECTORIES, NOR WILL THE TELEPHONE COMPANY BE A PARTY TO CONTROVERSIES ARISING BETWEEN CUSTOMERS OR OTHERS AS A RESULT OF LISTINGS IN ITS DIRECTORIES. THE TELEPHONE COMPANY SHALL NOT BE LIABLE FOR DAMAGES ARISING OUT OF ERRORS IN OR OMISSIONS FROM ITS DIRECTORIES WHEN THE LISTING INFORMATION HAS BEEN SUBMITTED BY A CUSTOMER ON BEHALF OF ITS PATRON(S). THE TELEPHONE COMPANY'S LIABILITY FOR DAMAGES ARISING OUT OF ERRORS IN OR OMISSIONS FROM ITS DIRECTORIES, INCLUDING LISTINGS IN THE CLASSIFIED DIRECTORY FOR WHICH NO SPECIFIC CHARGE APPLIES AND LISTINGS OBTAINABLE FROM AN OPERATOR, INCLUDING ERRORS OR OMISSIONS IN THE REPORTING THEREOF BY AN OPERATOR, SHALL IN NO EVENT EXCEED AN AMOUNT IN LIQUIDATED DAMAGES EQUIVALENT TO THE PROPORTIONATE CHARGE FOR THAT PART OF THE CUSTOMER'S SERVICE WHICH IS IMPAIRED, BUT NOT TO EXCEED ONE-HALF THE LOCAL SERVICE CHARGES FOR THE SERVICE AFFECTED FOR THE PERIOD FROM THE DATE OF ISSUANCE OF THE DIRECTORY IN WHICH THE MISTAKE OCCURRED TO THE DATE OF ISSUANCE OF A NEW DIRECTORY CONTAINING THE PROPER LISTING, OR, IN THE CASE OF AN ERROR OR OMISSION IN REPORTING BY AN OPERATOR, FOR THE PERIOD THAT SUCH MISTAKE IN REPORTING CONTINUES.

(4) FOR ANY DAMAGES ARISING OUT OF GROSS NEGLIGENCE OR THE WILLFUL OR INTENTIONAL MISCONDUCT OF THE PARTY, THE AMOUNT OF DIRECT DAMAGES PROVEN;

(5) FOR ALL OTHER DAMAGES NOT SET FORTH ABOVE AND NOT EXCLUDED UNDER THIS PRODUCT GUIDE, EACH PARTY'S MAXIMUM LIABILITY DURING ANY TWELVE MONTH PERIOD SHALL BE LIMITED TO THE LESSER OF (i) DIRECT DAMAGES PROVEN, OR (ii) THE AMOUNT PAID BY CUSTOMER TO VERIZON UNDER THE PRODUCT GUIDE FOR THE ONE MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION.

C. EXCEPT AS OTHERWISE PROVIDED HEREIN, NOTHING IN THIS SECTION SHALL LIMIT YOUR LIABILITY TO VERIZON FOR ANY AND ALL CHARGES INCURRED FOR THE SERVICES.

6. TRANSMITTING MESSAGES

The Company does not transmit messages, but offers, subject to the terms and conditions specified in this Product Guides, the use of its facilities where available for communication between customers.

TERMS AND CONDITIONS

7. CONTRACTS FOR SERVICE

The Company reserves the right to cancel any contract for service with, and to discontinue service to, any person who uses or permits the use of obscene, profane or grossly abusive language over or by means of the Company's facilities, and who, after reasonable notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and further reserves its right to remove its property from the premises of such person. Except as otherwise provided in other Sections of this Product Guide, service is furnished for a minimum contract term of one month.

8. CANCELLATION OF SERVICE FOR CAUSE

A. The Company may either suspend service or terminate your service without suspension, or following a suspension of service disconnect the service upon:

(1) Abandonment of your service.

(2) Your failure to make a suitable deposit where required by this Product Guide.

(3) Your impersonation of another with fraudulent intent.

(4) Your nonpayment of any sum due for exchange, long distance or other services.

(5) Your use of service in such a way as to impair or interfere with the service of other customers; such improper use includes, but is not limited to, the use of telephone service in connection with a plan or contrivance to secure a large volume of telephone calls, to be directed to you at or about the same time, which may result in preventing, obstructing, or delaying telephone service of others.

(6) Your abuse or fraudulent use of service; such abuse or fraudulent use includes:

(a) The use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for the service;

(b) The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, long distance message telecommunications 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;

(c) The use of service or facilities of the Company for a call or calls anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another;

(d) The use of profane or obscene language;

(e) The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

TERMS AND CONDITIONS

8. CANCELLATION OF SERVICE FOR CAUSE (Cont'd)

A. The Company may either suspend service or terminate your service without suspension, or following a suspension of service disconnect the service upon: (Cont'd)

(7) Termination Of Service By Customer

Subscribers of services based on packet, optical and wave technology, including Frame Relay Service, Transparent LAN Services, Asynchronous Transfer Mode Cell Relay Service (ATMCRS), 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 Telephone Company's online account management tool, at https://enterprisecenter.verizon.com. Notice is deemed effective only if the subscriber receives confirmation of receipt from the Telephone Company; subscriber should contact its account representative or Telephone Company's customer service if it does not receive such confirmation within two business days.

TERMS AND CONDITIONS

9. PAYMENT FOR SERVICE

A. All charges due from you are payable to the Company by mail, credit card, electronic bank payments or in person at any agency duly authorized to receive such payments. If objection in writing is not received by the Company within thirty days after the bill is rendered, the account shall be deemed correct and binding upon the subscriber.

B. You shall pay monthly in advance or on demand all charges for service and equipment and shall pay on demand all charges for long distance service. You are responsible for payment of all charges for services furnished to you, including charges for services originated or charges accepted at your home or business

C. Should your service be suspended for nonpayment of charges, it will be restored only as provided under "Restoration Charge" in Section 26 of this Product Guide.

D. If your e service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Reestablishment of service may be made only upon your execution of a new service agreement, which is subject to the provisions of this Product Guide.

E. In its discretion, the Company may restore or reestablish service, which has been suspended or disconnected for nonpayment of charges, prior to payment of all charges due. Such restoration or reestablishment shall not be construed as a waiver of any Company rights to suspend or disconnect service for nonpayment of any such or other charges due and unpaid or for the violation of the provisions of this Product Guide; nor shall the failure to suspend or disconnect service for nonpayment of any past due account or accounts operate as a waiver or estoppels to suspend or disconnect service for nonpayment of such account or of any other past due account.

F. Returned Check Charge. You will be responsible for the payment of a charge of $30.00 per incidence when a check which has been presented to the Company for payment of any charges is returned by the bank for any reason including, but not limited to, non-sufficient funds, account closed, payment stopped, two signatures required, post dated, stale dated, account garnished, no account, drawn against uncollected funds, balance held, and unauthorized signature. A check shall include, but not be limited to personal checks, cashier checks, certified checks, drafts, money orders, and traveler's checks. This charge is in addition to any or all charges assessed by the bank**.**

G. Late Payment Charge

Business Service

Any unpaid balance carried forward to the next month's bill is subject to a Late Payment Charge in the amount of the greater of $5.00 or 1.50% of the unpaid balance.

Residential Service

Where payment of any billed amount is not received within 5 days after the due date, the unpaid balance carried forward to the next month's bill may be subject to a Late Payment Charge in the amount of 1.25% of the unpaid balance.

TERMS AND CONDITIONS

9. PAYMENT FOR SERVICE (Cont'd)

H. Termination Liability

Early termination charges will not be assessed on voice services, when the customer changes or upgrades service, within the Company or its affiliates, under a term commitment, provided that the following conditions are met:

(1) The value of the new term commitment is equal to or greater than the remaining value of the current term commitment,

(2) The Company or its affiliates provides both the existing and the new service via tariff, similar documents, commercial agreements, or on an individual case basis (ICB), or under this Product Guide, and

(3) The order to discontinue the existing service and the order for the new or upgraded service are received by the Company or its affiliates at the same time.

I. Nonrecurring and Recurring Charges

Non-usage sensitive charges, e.g., Dial Tone Line and usage package charges, are billed monthly, in advance of the use of such service. Usage sensitive charges, e.g., measured local usage and message toll charges, are billed monthly after the service has been rendered.

Payments received by the Company after the due date specified on the bill may not be applied to the current month's bill and may result in a past due balance appearing on a subsequent bill.

Applicants for service may be required to pay construction, special equipment and temporary service charges in advance. If advance payment is not required, such charges are payable when billed.

J. Deposits

(1) Business Deposits

(a) Applicants for Service

A deposit may be required from all applicants for business service. A deposit may be waived if, in the judgement of the Company, the applicant is a satisfactory credit risk.

10. APPLICABLE REGULATIONS

The regulations of the Pennsylvania Public Utility Commission published at Title 52, Chapters 63 and 64, except as modified and for those waived by the Order entered March 4, 2015 at Dockets P-2014-2446303 and P-2014-2446304, shall continue to apply to the services provided under this product guide to the extent set forth in those regulations. Among the regulations that shall continue to apply are the emergency provisions at 52 Pa. Code §§ 64.101-64.111.

TERMS AND CONDITIONS

11. LIABILITY OF THE COMPANY

A. Service Irregularities

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or failure or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or defect or failure in facilities occurs.

B. Use of Facilities of Other Connecting Carriers

When suitable arrangements can be made, facilities of other connecting carriers may be used in conjunction with the Company's facilities in establishing connections to points not reached by the Company's facilities. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

C Indemnifying Agreement

The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof; against claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company, apparatus and systems of the customer and against all other claims arising out of any act or omission of the customer in connection with the facilities provided by the Company.

D. Defacement of Premises

The Company is not liable for any defacement of or damage to the premises of a customer resulting from the furnishing of service or the attachment of the instruments or apparatus furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of employees of the Company.

E. 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.

TERMS AND CONDITIONS

12. CHANGE OF LOCAL SERVICE PROVIDER

A. Authorized Change of Local Service Provider Charges

(1) If the customer authorizes a change in his/her local service provider and subsequently requests that the Company reestablish the customer's service(s) as such service existed prior to the authorized change, then at such time as the customer's service(s) is reestablished, the customer will be assessed the nonrecurring service charges for a new service as specified in, Section 26 of this Product Guide.

(2) In addition, the general terms and conditions normally associated with a request for new service, as specified in Sections 1 and 2 of the Company's Product Guide, will apply. The Company will make every reasonable effort to ensure that there is no lapse in the customer's service.

B. Unauthorized Change of Local Service Provider (Slamming) Charges

(1) If a customer denies authorizing a change in his/her local service provider, as submitted by the alleged unauthorized local service provider, then the alleged unauthorized local service provider will be assessed the nonrecurring service charges., to restore the customer's service(s) as they existed prior to the alleged unauthorized change, including the customer's PIC and LPIC choices.

(2) In accordance with the Federal Communications Commission's Slamming Liability Rules in CC Docket 94-129, if an alleged unauthorized local service provider is ultimately exonerated of liability, the alleged unauthorized local service provider is entitled to receive full payment from the customer for all services provided. In such situations, any nonrecurring service charges assessed against the alleged unauthorized local service provider by the Company are subject to rebilling to the customer by the alleged unauthorized local service provider

TERMS AND CONDITIONS

13. SPECIAL SERVICES

A. Special Assembly

In cases where a customer desires a special type of service for which provision is not otherwise made, a rate will be quoted based on the cost of furnishing such service whenever in the judgment of the Company there is no reason for refusing to render the special service desired.

B. Standby Labor

On occasions such as, but not limited to, sporting events, one-time entertainment events and telethons where the customer requests that Company employees be furnished on a standby basis to safeguard the continuity of Company provided services, the costs to the Company associated with such requests will be borne by the customer. Standby labor includes all time during which Company personnel are available for repairs, installations or tests of equipment or facilities. Charges based on cost per each hour or fraction thereof of standby labor furnished will apply.

C. Standby Equipment

Standby equipment includes all back-up or additional equipment or facilities available for use by the Company in the performance of any service. The charge for standby equipment will be based on costs.

14. GROSS RECEIPTS TAX

The Gross Receipts Tax Surcharge of 5% is applicable to all services provided under this Product Guide to recover Pennsylvania gross receipts taxes imposed on these services by the Commonwealth of Pennsylvania. Amounts billed to customers shall include a 5% surcharge to recover Pennsylvania gross receipts taxes imposed by the Commonwealth on competitive services.

15. USE OF SERVICE

Service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of law, or if the Company receives other evidence that such service is being or will be so used.

When a tenant on the Reseller's property elects to have the Company, instead of the Reseller provide service, the Reseller will provide the necessary facilities to connect the tenant with the Company's established Rate Demarcation Point.

In connection with resold or shared services and equipment, the customer is the customer of record. The Company, unless otherwise indicated in this Product Guide, bills only the customer of record who is at all times responsible for payment of the full amount of all charges incurred, except as specified in Paragraph 16. following.

TERMS AND CONDITIONS

16. INTERIM RESALE PROVISIONS

A. General

(1) Notwithstanding other provisions of this Product Guide or Company Tariffs, the Company's telecommunications services are available for resale as set forth hereunder. To the extent that services are available for resale subject to terms and conditions set out in other provisions of this Product Guide or Company Tariffs, those terms and conditions remain applicable except to the extent they conflict with the language of this Section.

(2) The regulations contained in this Section are intended to supplement the regulations contained in other sections of this Product Guide or Company tariffs to the extent such other regulations do not conflict with the regulations contained herein.

B. Regulations

(1) Services provided by the Company may be resold only to a telecommunications carrier that has been duly authorized to transact business within the Commonwealth of Pennsylvania. Such carrier shall, as part of its initial application to the Company, for any service that it intends to resell, provide the Company with sufficient documentation that it has been duly authorized to transact business within the Commonwealth of Pennsylvania. Such carrier shall promptly notify the Company in writing of any subsequent judicial or administrative decision or act affecting such carrier's right to operate as a reseller of telephone service.

(2) The provision of services by the Company to a resale carrier, pursuant to this Product Guide or Company tariffs, does not constitute a joint undertaking with such resale carrier for the furnishing of any service.

(3) Services that are offered at retail by the Company only to a limited category or class of subscribers are available for resale consistent with applicable F.C.C. and Pennsylvania P.U.C. rules and decisions that implement the Federal Telecommunications Act of 1996.

(4) Services which are not available to new customers, i.e., grandfathered services, are available for resale to customers already subscribed to those services.

(5) A resale carrier is the Company's customer of record, and shall therefore be the single and exclusive point of contact for such carrier’s subscribers in all matters pertaining to such subscribers' use of the resold service. Applications for service and requests for additions and rearrangements to or discontinuances of any resold service will be accepted by the Company only from the customer of record. Customer notification will be provided by the Company only to the customer of record.

(6) A resale carrier, as the customer of record, is subject to and must comply with all conditions, limitations, and regulations that are applicable by Product Guide to the service being furnished to it by the Company and shall, in reselling such service to its subscribers, undertake in good faith to ensure that its subscribers fully comply with such of those conditions, limitations, and regulations as may be applicable to their use of the resold service, including without limitation, the Use of Service provisions preceding.

TERMS AND CONDITIONS

16. INTERIM RESALE PROVISIONS (Cont'd)

B. Regulations (Cont'd)

(7) The Company's liability, if any, for any loss or damage arising out of or in connection with its provision of service to a resale carrier is, as to both such carrier and its subscribers, limited by and subject to the provisions of Sections 2.1.3(A-H), 2.3.1, and 2.3.11(A-D) of the Company's Access Service Tariff No. 302, which sections are specifically incorporated herein by reference. For purposes of the incorporation and application of such sections to this Section, the terms "customer" and "IC" shall mean the resale carrier, and the term "end-user" shall mean any subscriber of such resale carrier.

(8) To permit listings for the resale carrier's customers in the Statewide 911 data base, the resale carrier shall, as appropriate, provide to the Company the names, telephone numbers and addresses of all of its customers. Any change in the customer name, address or telephone number (including addition or deletion of a customer or a change in customer name, telephone number or address) shall be reported by the resale carrier to the Company within one day after the change occurs.

C. Wholesale Discount

(1) Two permanent wholesale discount rates have been established by the Commission for the resale of retail telecommunications services:

(a) A rate of 22.00%, inclusive of the Pennsylvania Gross Receipts Tax, for the resale of retail services if the CLEC provides its own operator services platform;

(b) A rate of 18.34%, inclusive of the Pennsylvania Gross Receipts Tax, for the resale of retail services if the CLEC does not provide its own operator services platform.

(2) The resale of retail telecommunications services is available at these wholesale rates pursuant to agreement with the Company subject to the restrictions set forth in subsection 16.D.

D. General Restrictions of Availability

(1) This subsection D. implements the action taken by the FCC in WC Docket 18-141, Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) to Accelerate Investment in Broadband and Next-Generation Networks, Memorandum Opinion and Order (rel. August 2, 2019), with respect to services offered for resale at an avoided-cost discount.

(2) Notwithstanding any other provisions of this Product Guide, and subject to the transitional provisions set forth in paragraphs (3) and (4), below, services purchased for resale are no longer available at the discount set forth in subsection 16.C. under this Product Guide.

(3) New purchases of services for resale at the discount set forth in subsection 16.C. may be made pursuant to this Product Guide through February 2, 2020. After such date, additional purchases of services for resale may be made pursuant to this Product Guide except for subsection 16.C. preceding, relating to resale discounts. Instead, all such purchases shall be priced at the applicable retail rates, without discount.

TERMS AND CONDITIONS

16. INTERIM RESALE PROVISIONS (Cont'd)

D. General Restrictions of Availability (Cont'd)

(4) Any resold services purchased through February 2, 2020 will continue to be maintained through August 2, 2022 at the rates set forth in subsection 16.C. of this Product Guide, unless the reseller discontinues such services or the service is terminated by Verizon for any reason authorized by this Product Guide or by general regulations applicable to this Product Guide (such as non-payment). (Authorized grounds for termination of a service purchased for resale under this Product Guide include but are not limited to the fact that the underlying retail service is no longer offered by the company.) After such date, any such service that has not previously been discontinued by the customer or terminated by Verizon will continue to be provided by Verizon pursuant to this Product Guide except for subsection 16.C. preceding, relating to resale discounts. Instead, such service will be provided at the applicable retail rate, without discount.

(5) Nothing in this subsection D. is intended to expand the availability of services offered for resale, or of the pricing set forth in subsection 16.C., or to make either available if they would not be available but for this paragraph.

TERMS AND CONDITIONS

17. INSTALLATION, RELOCATION, MAINTENANCE AND REPAIRS

Except as otherwise noted in this Product Guide, all network wiring and equipment owned by the Company must be installed, relocated, maintained and repaired by the Company or its authorized contractor. However, the Company reserves the right to require the customer to install and maintain, in accordance with the Company's specifications, facilities furnished by the Company located in places where their installation and maintenance by the employees of the Company would involve unusual hazard to them. The customer shall be responsible for payment of the cost of replacing damaged, destroyed or lost property of the Company caused by the negligence or wilful act of the customer or by the location of the facilities to meet the customer's requirements at points involving unusual hazard to such facilities. The customer may not rearrange, disconnect, remove or attempt to repair or permit others to rearrange, disconnect, remove or attempt to repair any Company equipment or facilities on the Company's side of the Rate Demarcation Point (RDP) including the Network Interface Device (NID), if present except upon the written consent of the Company or unless specifically authorized in other Sections of this Product Guide.

If extraneous electrical impulses and/or other interference are present at the customer's side of the RDP and require Company equipment or facilities to be modified, such modification shall be performed by the Company and the cost thereof shall be borne by the customer. If modification of customer-provided facilities is required, the customer shall perform the modification and bear the cost.

18. ACCESS TO PREMISES OF CUSTOMER

The agents and employees of the Company shall have the right to enter the premises of a customer at any reasonable hour for the purpose of making collections or at any time for the purpose of maintaining, inspecting or repairing the facilities of the Company. Without limiting the generality of the foregoing language, subsection A. below, applies in the circumstances described.

A. For purposes of this subsection:

(1) 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.

(2) 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.

(3) 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.

(4) “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.

B. 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.

TERMS AND CONDITIONS

19. TELEPHONE NUMBERS

A. ASSIGNMENT

The area code, or codes, central office designation, or designations, or line number, or numbers, or all of them, to be associated with a customer's telephone service shall be determined by the Company; and the Company reserves the right to change such codes, designations, or numbers, or all of them, associated with a customer's telephone service as the conduct of the business may require. The customer has no proprietary right in any area code, central office designation, or line number.

Material on this page formerly appeared on Page 12.

TERMS AND CONDITIONS

20. OBLIGATIONS OF CUSTOMER WITH RESPECT TO CUSTOMER-PROVIDED TERMINAL EQUIPMENT OR COMMUNICATION SYSTEM

A. Connections of Customer-Provided Terminal Equipment or Communication System

For purposes of this Subsection 20., '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.

(1) 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.

(2) 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:

- 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.

* Pursuant to 47 CFR § 9.16(b)(1) and (2).
** Pursuant to 47 C.F.R. § 9.16(b)(3).

TERMS AND CONDITIONS

20. OBLIGATIONS OF CUSTOMER WITH RESPECT TO CUSTOMER-PROVIDED TERMINAL EQUIPMENT OR COMMUNICATION SYSTEM (Cont'd)

A. Connections of Customer-Provided Terminal Equipment or Communication System (Cont'd)

(2) (Cont'd)

- 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.

(3) Customer Equipment, PBXs and Channels.

(a) 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 20.A.(1).

(b) 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 20.A.(2).

(4) 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 11.E.