

**ACCESS SERVICE**

**REGULATIONS, RATES AND CHARGES**

Applying to the provision of Access Services  
within a Local Access and Transport Area (LATA)  
or equivalent market areas for  
Connection to Interstate Communications Facilities  
for Customers within the operating territory of

**Qwest Corporation d/b/a CenturyLink QC**  
in the State(s) of

Arizona (AZ) (Company Code [CC] 5101)  
Colorado (CO) (CC 5102)  
Idaho (ID - Boise LATA) (CC 5103)  
Idaho (ID - Spokane LATA) (CC 5162)  
Iowa (IA) (CC 5141)  
Minnesota (MN) (CC 5142)  
Montana (MT) (CC 5104)  
Nebraska (NE) (CC 5143)  
New Mexico (NM) (CC 5105)  
North Dakota (ND) (CC 5144)  
Oregon (OR) (CC 5163)  
South Dakota (SD) (CC 5145)  
Utah (UT) (CC 5107)  
Washington (WA) (CC 5161)  
Wyoming (WY) (CC 5108)

as provided herein

Access Services are provided by means of wire, fiber optics, radio or  
any other suitable technology or a combination thereof.

This Tariff replaces Qwest Corporation Tariff F.C.C No. 1.

\* This entire Tariff is issued under the authority of Special Permission No. 13-005.

**ACCESS SERVICE**

Pursuant to FCC Order 11-47, In the Matter of Applications filed by Qwest Communications International Inc. and CenturyTel, Inc. d/b/a CenturyLink for Consent to Transfer Control, adopted and released on March 18, 2011: In legacy Qwest ILEC territory, interstate term and volume discount plans for wholesale customers offered for tariffed services by Qwest as of April 1, 2011 will be extended by 12 months beyond the expiration of the then-existing term, or until May 1, 2013, whichever is later, unless the wholesale customer opts out of this extension. Term and volume discount plans for wholesale customers that expired between March 18, 2011 and April 1, 2011 will be extended through April 1, 2011 at the wholesale customer's option, such that the additional 12 months provided under this provision will run from April 1, 2011.

Under Transmittal No. 446, the following sections are affected by this order:

**Transmittal No. 446**

Section 7  
Section 6  
Section 8  
Section 10  
Section 11  
Section 17  
Section 21  
Section 24

## ACCESS SERVICE

## CHECK SHEET

Title Page, Supplement No. 1 and Original Pages 0-1 to 24-497 inclusive of this Tariff are effective as of May 1, 2013.

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PAGE	NUMBER OF REVISION EXCEPT AS INDICATED	PAGE	NUMBER OF REVISION EXCEPT AS INDICATED	PAGE	NUMBER OF REVISION EXCEPT AS INDICATED
Title	Original	0-1.25	Original	0-25	Original
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0-1.3	2nd	0-3	Original	0-29	Original
0-1.4	2nd	0-4	Original	0-30	Original
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0-1.16	1st	0-16	Original	0-42	Original
0-1.17	3rd	0-17	Original	0-43	Original
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0-1.19	Original	0-19	Original	0-45	Original
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0-1.21	1st	0-21	Original	0-47	Original
0-1.22	Original	0-22	Original	0-48	Original
0-1.23	Original	0-23	Original	0-49	Original
0-1.24	Original	0-24	Original		

\* New or Revised Page.

ISSUE DATE:  
March 17, 2014

Issued Under Transmittal No. 53  
Vice President-Regulatory Operators  
100 CenturyLink Drive  
Monroe, Louisiana 71203

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## ACCESS SERVICE

## CHECK SHEET (Cont'd)

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2-24	Original	2-59	Original	2-94	Original
2-25	Original	2-60	Original	2-95	Original
2-26	Original	2-61	Original	2-96	Original

\* New or Revised Page.

ISSUE DATE:  
January 30, 2014Issued Under Transmittal No. 51  
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100 CenturyLink Drive  
Monroe, Louisiana 71203EFFECTIVE DATE:  
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## ACCESS SERVICE

## CHECK SHEET (Cont'd)

PAGE	NUMBER OF REVISION EXCEPT AS INDICATED	PAGE	NUMBER OF REVISION EXCEPT AS INDICATED	PAGE	NUMBER OF REVISION EXCEPT AS INDICATED
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2-105	1st *	3-18	1st *	5-3	Original
2-106	Original	3-19	1st *	5-4	Original
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3-2	1st *	4-13	2nd	5-23	Original
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3-8	1st *	4-19	1st	5-29	Original
3-9	Original	4-20	1st	5-30	Original

\* New or Revised Page.

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## CHECK SHEET (Cont'd)

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6-25	Original	6-60	Original	6-95	1st *

\* New or Revised Page.

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6-102	Original	6-137	Original	6-172	Original
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6-104	Original	6-139	Original	6-174	Original
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6-117	1st *	6-152	Original	6-187	Original
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6-127	Original	6-162	Original	6-197	Original
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6-129	Original	6-164	Original	6-199	Original
6-130	Original	6-165	Original	6-200	Original

\* New or Revised Page.

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6-233	Original	6-267	1st *	6-301	Original
6-234	Original	6-268	Original	6-302	Original

\* New or Revised Page.

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## ACCESS SERVICE

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6-306	1st *	6-340	Original	6-374	Original
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6-336	Original	6-370	Original	6-404	Original

\* New or Revised Page.

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6-437	Original	7-30	Original	7-64	Original
7-0	Original	7-31	Original	7-65	Original

\* New or Revised Page.

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100 CenturyLink Drive  
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February 14, 2014

## ACCESS SERVICE

## CHECK SHEET (Cont'd)

PAGE	NUMBER OF REVISION EXCEPT AS INDICATED	PAGE	NUMBER OF REVISION EXCEPT AS INDICATED	PAGE	NUMBER OF REVISION EXCEPT AS INDICATED
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7-94	Original	7-128	Original	7-162	Original
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7-97	Original	7-131	Original	7-165	Original
7-98	Original	7-132	Original	7-166	Original
7-99	Original	7-133	Original	7-167	Original

\* New or Revised Page.

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Issued Under Transmittal No. 37  
Vice President-Regulatory Operators  
100 CenturyLink Drive  
Monroe, Louisiana 71203

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May 1, 2013

## ACCESS SERVICE

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7-174	Original	7-208	Original	7-242	Original
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7-177	Original	7-211	Original	7-245	Original
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7-199	Original	7-233	Original	7-267	Original
7-200	Original	7-234	Original	7-268	Original
7-201	Original	7-235	Original	7-269	Original

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7-302	Original	7-336	Original	7-370	Original
7-303	Original	7-337	Original	7-371	Original

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7-403	Original	7-437	Original	7-471	Original
7-404	Original	7-438	Original	7-472	Original
7-405	Original	7-439	Original	7-473	Original

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7-506	Original	7-540	Original	8-20	Original
7-507	Original	7-541	Original	8-21	Original

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8-55	Original	8-89	Original	8-123	Original

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8-157	Original	8-191	Original		

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10-12	Original	10-45	1st *	11-7	Original
10-13	Original	10-46	Original	11-8	Original
10-14	Original	10-47	1st *	12-0	Original
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10-36	Original	10-69	Original	12-22	Original
10-37	1st *	10-70	Original	12-23	Original

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13-12	Original	13-46	Original	13-80	Original

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16-92	Original	17-2	Original	17-36	Original
16-93	Original	17-3	Original	17-37	Original

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**ACCESS SERVICE**

**CONCURRING CARRIERS**

The El Paso County Telephone Company

1801 California Street, 47th Floor  
Denver, Colorado 80202

**CONNECTING CARRIERS**

NO CONNECTING CARRIERS

**OTHER PARTICIPATING CARRIERS**

NO OTHER PARTICIPATING CARRIERS



**ACCESS SERVICE**

**REGISTERED SERVICE MARKS AND TRADEMARKS**

Marks are identified in text throughout this document in all caps and italics, e.g., *COMMAND A LINK*.

**REGISTERED SERVICE MARKS**

COMMAND A LINK

DATAPHONE

SWITCHNET 56

DID

**THE FOLLOWING ARE SERVICE MARKS OF QWEST CORPORATION BUT ARE NOT  
FEDERALLY REGISTERED:**

**REGISTERED TRADEMARKS**

None

**ACCESS SERVICE**

**EXPLANATION OF SYMBOLS**

- (C) - To signify changed regulation
- (D) - To signify discontinued rate or regulation
- (I) - To signify increase
- (M) - To signify matter relocated without change
- (N) - To signify new rate or regulation
- (R) - To signify reduction
- (S) - To signify reissued matter
- (T) - To signify a change in text but no change in rate or regulation
- (Z) - To signify a correction

## ACCESS SERVICE

## EXPLANATION OF ABBREVIATIONS

ABD	- Average Business Day
ac	- alternating current
ACS	- Advanced Communications Services
ADSL	- Asymmetrical Digital Subscriber Line
AML	- Actual Measured Loss
ANI	- Automatic Number Identification
ANSI	- American National Standards Institute
AP	- Program Audio
ASCII	- American National Standard Code for Information Interchange
AT&T	- American Telephone and Telegraph Company
ATTP	- Access Tandem Trunk Port
BD	- Business Day
BHMC	- Busy Hour Minutes of Capacity
BPS	- Bits Per Second
CAROT	- Centralized Automatic Reporting on Trunks
CCITT	- Consultative Committee for International Telephone and Telegraph
CCL	- Call Completion Link
CCSN	- Common Channel Signaling Network
CCSAC	- Common Channel Signaling Access Capability
CEMSS	- Call Event and Management Signaling Service
CI	- Channel Interface
CIR	- Committed Information Rate
CNCC	- Customer Network Control Center
CO	- Central Office
COCTX	- Central Office Centrex
Cont'd	- Continued
CPE	- Customer Provided Equipment
CSACC	- Customer Service Administration Control Center
CSL	- Circuit Switched Lineside
CST	- Circuit Switched Trunkside
Ctx	- Centrex

## ACCESS SERVICE

## EXPLANATION OF ABBREVIATIONS (Cont'd)

DA	- Directory Assistance
dB	- decibel
dBm	- Decibel milliwatt
dBrc	- Decibel Reference Noise C-Message Weighting
dBrc0	- Decibel Reference Noise C-Message Referenced to 0
dBv	- Decibel(s) relative to 1 volt (reference)
dBvL	- Decibel(s) relating to 1 volt (reference)
dc	- direct current
DDA	- Digital Data Access
DDS	- Digital Data Service
<i>DID</i>	- Direct-Inward-Dial
DNAL	- Dedicated Network Access Link
DP	- Dial Pulse Address Signaling
EDD	- Envelope Delay Distortion
EIC	- Expanded Interconnection - Collocation
EICT	- Expanded Interconnection Channel Termination
800 DB	- 800 Data Base
ELEPL	- Equal Level Echo Path Loss
EML	- Expected Measured Loss
EPL	- Echo Path Loss
ERL	- Echo Return Loss
ESS	- Electronic Switching System
ESSX	- Electronic Switching System Exchange
f	- frequency
F.C.C.	- Federal Communications Commission
FID	- Field Identifier
FRS	- Frame Relay Service
FSPOI	- Facility Signaling Point of Interconnection
FX	- Foreign Exchange

## ACCESS SERVICE

## EXPLANATION OF ABBREVIATIONS (Cont'd)

H	- Historical
HC	- High Capacity
Hz	- Hertz
IAL	- Immediate Action Limits
IC	- Interexchange Carrier
ICB	- Individual Case Basis
ICL	- Inserted Connection Loss
ICLID	- Caller Identification - Number
ISDL	- ISDN Digital Subscriber Line
ISDN-BRI	- Integrated Services Digital Network Basic Rate Interface
ISDN-PRI	- Integrated Services Digital Network Primary Rate Interface
ISUP	- Integrated Services Digital Network User Part
ITP	- Interconnection Tie Pair
ITR	- Information Transfer Rate
kbps	- kilobits per second
kHz	- kilohertz
LATA	- Local Access and Transport Area
LIDB	- Line Information Data Base
LRN	- Location Routing Number
LNP	- Local Number Portability
LNS	- L2TP Network Service
LSP	- Local Service Provider
L2TP	- Layer 2 Tunneling Protocol
Ma	- milliamperes
MAS	- Modem Aggregation Service
Mbps	- Megabits per second
MDS	- Message Delivery Service
MDSI	- Message Delivery Service - Interoffice
MF	- Multifrequency Address Signaling
MHz	- Megahertz
MOU	- Minutes of Use
MPTS	- Multiple POTS Tandem Sectorization
MRC	- Monthly Recurring Charge
MT	- Metallic
MT	- Message Telecommunications Service(s)
MTS/WATS-	Message Telecommunications Service and/or Wide Area Telecommunications Service

## ACCESS SERVICE

## EXPLANATION OF ABBREVIATIONS (Cont'd)

NDA	- National Voice DA
NNI	- Network-To-Network Interface
NNIT	- Network-To-Network Information Transfer
NPA	- Numbering Plan Area
NRC	- Nonrecurring Charge
NTS	- Non-Traffic Sensitive
NXX	- Three Digit Central Office Code
OLNS	- Originating Line Number Screening
OPC	- Originating Point Code
OTPL	- Zero Transmission Level Point
PAL	- Public Access Line
PBX	- Private Branch Exchange
PCM	- Pulse Code Modulation
PI	- Priority Installation
PICC	- Presubscribed Interexchange Carrier Charge
PLR	- Private Line Ringdown
POT	- Point of Termination
PPP	- Point to Point Protocol
PR	- Priority Restoration
PSTN	- Public Switched Telephone Network
PVU	- Percent VoIP Usage
rms	- root-mean-square
RSM	- Remote Switching Modules
RSMS/ NPAC	- Regional Service Management System/Number Portability Administration Center
RDA	- Regional Voice DA
RSS	- Remote Switching Systems

## ACCESS SERVICE

## EXPLANATION OF ABBREVIATIONS (Cont'd)

S	- Standard
SCP	- Service Control Point
SCRS	- Sustained Cell Rate Service
SDS	- Switched Data Service
SMS/800	- Service Management System/800
SP	- Signal Point
SPUR	- Service Provided Upon Request
SRL	- Singing Return Loss
SSN	- Switched Service Network
SSP	- Service Switching Point
SP	- Service Point
STP	- Signal Transfer Point
SWC	- Serving Wire Center
SS7	- Signaling System 7
T	- Transitional
TCAP	- Transaction Capabilities Application Part
TDM	- Time Division Multiplexing
TDRS	- Traffic Data Report Service
TN	- Telecommunications Number
TES	- Telephone Exchange Service(s)
TG	- Telegraph Grade
TLP	- Transmission Level Point
TSI	- Tandem Signaling Information
TSP	- Tandem Service Provider
TSP	- Telecommunications Service Priority
TSPS	- Traffic Service Position System
TV	- Television
UCD	- Uniform Call Distribution
UNE	- Unbundled Network Element
UNI	- User-To-Network Interface
UNIT	- User-To-Network Information Transfer
USOC	- Uniform Service Order Code
VEIC	- Virtual Expanded Interconnection - Collocation
VG	- Voice Grade
V & H	- Vertical & Horizontal
VoIP	- Voice over Internet Protocol
WATS	- Wide Area Telecommunications Service(s)

**ACCESS SERVICE**

**REFERENCE TO OTHER TARIFFS**

Whenever reference is made in this Tariff to other tariffs, the reference is to the tariffs in force as of the effective date of this Tariff, and to amendments thereto and successive issues thereof.

**REFERENCE TO TECHNICAL PUBLICATIONS**

The following technical publications are referenced in this Tariff and may be obtained from Telcordia, Customer Service, 8 Corporate Place, PYA-3A184, Piscataway, NJ 08854-4196.

Telcordia Pre-Divestiture Technical Reference:

PUB 41004 (MDP-326-584) Data Communications Using Voice Band Private  
Line Channels

Issued: October, 1973

Available: October, 1973



**ACCESS SERVICE****REFERENCE TO TECHNICAL PUBLICATIONS**

Telcordia Technical Reference:

GR-20-CORE

Issued: September, 1994

Available: September, 1994

TR-NWT-000031

Issued: August, 1997

Available: August, 1997

GR-32-CORE

Issued: June, 2000

Available: June, 2000

GR-54-CORE

Issued: December, 1995

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GR-63-CORE

Issued: October, 1995

Available: October, 1995

FR-64

Issued: March, 1997

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TR-NPL-000175

Issued: July, 1985

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SR-TAP-000191

Issued: December, 1989

Available: December, 1989

TR-NPL-000258

Issued: October, 1985

Available: October, 1985

**ACCESS SERVICE****REFERENCE TO TECHNICAL PUBLICATIONS**

Telcordia Technical Reference: (Cont'd)

FR-271 Issued: May, 1997	Available: May, 1997
TR-NWT-000283 Issued: May, 1991	Available: May, 1991
SR-320 Issued: May, 1997	Available: May, 1997
GR-334-CORE Issued: June, 1994	Available: June, 1994
TR-NWT-000335 Issued: May, 1993	Available: May, 1993
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**ACCESS SERVICE**

**REFERENCE TO TECHNICAL PUBLICATIONS**

Telcordia Technical Reference: (Cont'd)

GR-342-CORE

Issued: December, 1995

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GR-394-CORE

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Available: November, 1998

GR-569-CORE

Issued: June, 2000

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GR-905-CORE

Issued: December, 1998

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**ACCESS SERVICE****REFERENCE TO TECHNICAL PUBLICATIONS**

Telcordia Technical Reference: (Cont'd)

GR-954-CORE

Issued: August, 1997

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SR-BDS-000983

Issued: June, 1994

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SR-TAP-000984

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GR-1158-CORE

Issued: August, 1997

Available: August, 1997

GR-3016-CORE

Issued: August, 2001

Available: August, 2001

GR-3334-CORE

Issued: November, 1994

Available: November, 1994

GR-1193-CORE

Issued: February, 2002

Available: February, 2002

GR-283-CORE

Issued: February, 2002

Available: February, 2002

**ACCESS SERVICE****REFERENCE TO TECHNICAL PUBLICATIONS (Cont'd)**

The following Qwest Corporation Technical publications are referenced in this Tariff and may be viewed at <http://www.qwest.com/techpub>

PUB 77200 Issue F Issued: September, 2001	Available: September, 2001
PUB 77203 Issue F Issued: September, 2007	Available: September, 2007
PUB 77204 Issue E Issued: September, 2001	Available: September, 2001
PUB 77307 Issue B Issued: July, 2001	Available: July, 2001
PUB 77308 Issue B Issued: September, 2001	Available: September, 2001
PUB 77309 Issue C Issued: September, 2001	Available: September, 2001
PUB 77310 Issue C Issued: September, 2001	Available: September, 2001
PUB 77312 Issue G Issued: September, 2001	Available: September, 2001
PUB 77321 Issue A Issued: June, 1988	Available: June, 1988

## ACCESS SERVICE

## REFERENCE TO TECHNICAL PUBLICATIONS

## Qwest Corporation Technical Publication (Cont'd)

PUB 77324 Issue F Issued: January, 2005	Available: January, 2005
PUB 77326 Issue E Issued: September, 2001	Available: September, 2001
PUB 77331 Issue E Issued: September, 2001	Available: September, 2001
PUB 77340 Issue G Issued: October, 2007	Available: October, 2007
PUB 77342 Issue H Issued: March, 2006	Available: March, 2006
PUB 77344 Issue B Issued: September, 2001	Available: September, 2001
PUB 77346 Issue P Issued: November, 2008	Available: November, 2008
PUB 77348 Issue D Issued: September, 2001	Available: September, 2001
PUB 77359 Issue I Issued: October, 2001	Available: October, 2001
PUB 77368 Issue F Issued: July, 2009	Available: July, 2009
PUB 77372 Issue H Issued: December, 2000	Available: December, 2000

**ACCESS SERVICE****REFERENCE TO TECHNICAL PUBLICATIONS****Qwest Corporation Technical Publication (Cont'd)**

PUB 77375 Issue G Issued: June, 2008	Available: June, 2008
PUB 77376 Issue C Issued: September, 2001	Available: September, 2001
PUB 77386 Issue M Issued: October, 2007	Available: October, 2007
PUB 77392 Issue Q Issued: May, 2007	Available: May, 2007
PUB 77399 Issue C Issued: June, 2002	Available: June, 2002
PUB 77410 Issue A Issued: March, 2002	Available: March, 2002
PUB 77419 Issue A Issued: June, 2010	Available: June, 2010
PUB 77420 Issue D Issued: November, 2009	Available: November, 2009

**ACCESS SERVICE****REFERENCE TO TECHNICAL PUBLICATIONS (Cont'd)**

The following American National Standards Institute, Inc. (ANSI), technical publications are referenced in this Tariff and may be obtained from ANSI, Customer Services, 11 W. 42 Street, New York, NY 10036:

<b>CATEGORY OF SERVICE</b>	<b>TECHNICAL REFERENCES</b>	<b>TITLE</b>
ANSI ESF	ANSI T1.403 Available: 1995	Network-to-Customer Installation DS1 Metallic Interface
Frame Relay	ANSI T1.602 Available: 1996	ISDN - Data - Link Layer Signaling Specification for for Application at the User- Network Interface
Frame Relay	ANSI T1.606 Available: 1990	ISDN - Architectural Framework and Service Description for Frame- Relay Bearer Service (includes supplements)
Frame Relay	ANSI T1.617 Available: 1991	ISDN - Signaling Specification for Frame Relay Bearer Service for Digital Subscriber Signaling System No. 1 (DSS1) (includes supplement)
Frame Relay	ANSI T1.618 Available: 1991	ISDN - Core Aspects of Frame Protocol for Use with Frame Relay Bearer Service



**ACCESS SERVICE****REFERENCE TO TECHNICAL PUBLICATIONS (Cont'd)**

The following technical publication is referenced in this Tariff and may be obtained from the Bell Communications Technical Education Center, Room B02, 6200 Route 53, Lisle, IL 60532.

Telecommunications Transmission Engineering  
Volume 3 - Networks and Services (Chapters 6 and 7)  
Second Edition, 1980  
Issued: June, 1980 Available: June, 1980

The following Technical Publication is referenced in this Tariff and may be obtained from the National Exchange Carrier Association, Inc., Director - Tariff and Regulatory Matters, 100 S. Jefferson Road, Whippany, NJ 07981 and the Federal Communications Commission's commercial contractor.

PUB AS No. 1, Issue 2  
Issued: May, 1984 Available: May, 1984

The following publication is referenced in this Tariff and may be obtained from the Federal Communications Commission's commercial contractor.

National Exchange Carrier Association, Inc.  
Tariff F.C.C. No. 4  
Issued: February, 1987 Available: March, 1987

**ACCESS SERVICE****REFERENCE TO TECHNICAL PUBLICATIONS (Cont'd)**

The following publication, referenced in this Tariff, is available for inspection in the Public Reference Room of the Tariff Division at the main building of the Federal Communications Commission located at 1919 M Street N.W., Washington, D.C., and may be obtained from the Federal Communications Commission's commercial contractor:

CC Docket No. 83-1145, Phase I  
Memorandum Opinion and Order  
(Including Appendices A, B, and C)  
Adopted: May 31, 1985                      Released: June 12, 1985

The following publications are referenced in this Tariff and may be obtained through the Government Printing Office, Superintendent of Documents, Document Control Branch, 941 N. Capitol St., N.E., Washington, D.C. 20401.

Telecommunications Service Priority (TSP) System for National Security  
Emergency Preparedness (NSEP) Service Vendor Handbook, National  
Communications System (NCS) H 3-1-2  
Issued: July 9, 1990                      Released: August, 1990

Telecommunications Service Priority (TSP) System for National Security  
Emergency Preparedness (NSEP) Service User Manual, National  
Communications System (NCS) M 3-1-1  
Issued: July 9, 1990                      Released: August, 1990

**ACCESS SERVICE****REFERENCE TO TECHNICAL PUBLICATIONS (Cont'd)**

The following publication is referenced in this Tariff and may be obtained from Telcordia Number Administration and Service Center (NASC), 920 West Mount Pleasant Avenue, Livingston, New Jersey 07039-0486.

Guidelines for 800 Data Base, Issue 2.0

Issued: November, 1992

Available: November, 1992

The following publication is referenced in this Tariff and may be obtained from Telcordia, Customer Service, 8 Corporate Place, PYA-3A184, Piscataway, NJ 08854-4196

SMS/800 User Guide: 800 Service Management, Issue 19

Issued: May, 1997

Available: May, 1997

The following publications, referenced in this Tariff, may be obtained by contacting the Qwest Corporation Account Representative.

Qwest Corporation Service Interval Guide

Issued: November, 1988

Available: November, 1988

Qwest Corporation Tandem Sectorization Guide

Issued: September, 1990

Available: September, 1990

**ACCESS SERVICE**

**REFERENCE TO TECHNICAL PUBLICATIONS (Cont'd)**

The following publication is referenced in this Tariff and may be obtained from I.T.S., F.C.C., 1919 M. Street NW, Washington D.C. 20554.

CenturyLink  
Tariff F.C.C. No. 12  
Issued: May, 2013

Available: August, 1989

The following publication is referenced in this Tariff and may be obtained from Nortel Networks / MS D15010B6, 35 Davis Drive, RTP, NC 27709.

Nortel Networks  
Issue No. 15.0  
Issued: September 6, 2000

Available: September 6, 2000

**ACCESS SERVICE**

**1. APPLICATION OF TARIFF**

- A. This Tariff contains regulations, rates and charges applicable to the provision of Carrier Common Line, End User Access, Lifeline Assistance, Universal Service Fund, Switched Access, Private Line Transport Services, Expanded Interconnection-Collocation Service and other miscellaneous services, hereinafter referred to collectively as service(s), provided by Qwest Corporation d/b/a CenturyLink QC, hereinafter respectively referred to as the Telephone Company or Company, to customers.
- B. The provision of such services by the Telephone Company as set forth in this Tariff does not constitute a joint undertaking with the customer for the furnishing of any service.
- C. The operating territories of Qwest Corporation d/b/a CenturyLink QC and its concurring carriers comprise the following locations set forth in Section 14, following, for the states of Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming.

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**ACCESS SERVICE**

**2. GENERAL REGULATIONS**

**2.1 UNDERTAKING OF THE TELEPHONE COMPANY**

**2.1.1 SCOPE**

- A. The Company does not undertake to transmit messages under this Tariff.
- B. The Company shall be responsible only for the installation, operation and maintenance of the services, which it provides.
- C. The Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- D. Services are provided 24 hours daily, 7 days per week except as set forth in other applicable sections of this Tariff.
- E. The Company does not warrant that its facilities and services meet standards other than those set forth in this Tariff.

**2.1.2 LIMITATIONS**

- A. The customer may not assign or transfer the use of services provided under this Tariff except as specified, following. Where there is no interruption of use or relocation of the services, at that time or within the 12 months following the transfer of use, such assignment or transfer may be made if the conditions in 1.-4., following, are met. If the customer does not meet the preceding 12-month criteria, a charge equal to the remainder of the 12-month recurring charges and Termination Liability applies.
- 1. Another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or



**ACCESS SERVICE****2. GENERAL REGULATIONS****2.1 UNDERTAKING OF THE TELEPHONE COMPANY****2.1.2 LIMITATIONS****A. (Cont'd)**

2. A court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

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

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

The assignor or transferor and the assignee or transferee will be required to sign a Transfer of Use Agreement assuming all outstanding indebtedness as set forth in 2.1.2.A.1., preceding. In all cases where there is no interruption of use or relocation of the services (i.e., change in Carrier Identification Code (CIC) or any other technical and or physical change to the service), administrative changes will be made without charge(s).

3. Another customer, whether an individual, partnership, association or corporation, provided assignment or transfer is done solely to accommodate the sale of one company to a different company for Expanded Interconnection-Collocation Service.
  4. When the preceding conditions are met, and a transfer of service involves a customer with RCP see additional conditions, as set forth in 7.1.3.B., following.
- B. The regulations for installation and restoration of Telecommunications Service Priority (TSP) System Services shall be subject to Part 64.401, Appendix A, of the Federal Communications Commission's Rules and Regulations and Section 10, following.
- C. Subject to compliance with the rules mentioned in B. preceding, the services offered herein will be provided to customers on a first-come, first-served basis.

**ACCESS SERVICE**

**2. GENERAL REGULATIONS**

**2.1 UNDERTAKING OF THE TELEPHONE COMPANY (Cont'd)**

**2.1.3 LIABILITY**

**A. General**

1. The Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.
2. The Company shall be indemnified, defended and held harmless by the end user, interconnector or IC against any claim, loss or damage arising from the end user's, interconnector's or IC's use of services offered under this Tariff, involving:
  - a. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's, interconnector's or IC's own communications;
  - b. Claims for patent infringement arising from the end user's acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by the end user or IC or;
  - c. All other claims arising out of any act or omission of the end user or interconnector in the course of using services provided pursuant to this Tariff;
  - d. All taxes (e.g., sales use, gross receipts, excise or other transaction tax or taxes) relating to the interconnector's purchase, sale or use of VEIC equipment;
  - e. Any VEIC equipment which is defective or unreasonably dangerous,
  - f. Any breach of this Tariff by the end user, interconnector or IC; or
  - g. Entering any Company-owned facility housing (e.g., above ground cabinets, underground utility vaults, utility hole, hand hole, etc.) for any purpose.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.1 UNDERTAKING OF THE TELEPHONE COMPANY****2.1.3 LIABILITY****A. General (Cont'd)**

3. The interconnector shall indemnify and hold harmless the Company from and against all liabilities that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right relating to VEIC equipment and/or the use thereof. The interconnector will defend and/or settle at its own expense any action brought against the Company to the extent that it is based on a claim that VEIC equipment and/or the use thereof, infringe any patent, trademark, copyright, trade secret or other proprietary right.
4. The Company shall be indemnified, defended and held harmless by the interconnector against any claim, loss, damage, penalty, fine, liabilities or costs arising from the transportation, use, packaging, marking, identification, storage, handling and/or disposition of VEIC equipment in connection with any laws, regulations, rules, ordinances or orders governing hazardous materials, hazardous substances, hazardous wastes and similar items, or governing environmental, health or safety matters, including but not limited to the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Toxic Substance Control Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and the Occupation Safety and Health Act of 1970.
5. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff. The Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this Tariff (but not those arising in connection with VEIC equipment) and will indemnify such customer for any damages awarded based solely on such claims.
6. The Company's failure to provide or maintain services under this Tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God, casualties and other circumstances beyond the Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in 2.4.4, following.
7. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to such customer's use of services so provided.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.1 UNDERTAKING OF THE TELEPHONE COMPANY****2.1.3 LIABILITY****A. General (Cont'd)**

8. The Company shall make reasonable effort to cure any material failure to provide service caused solely by year 2000 defects in Company hardware, software or systems. Due to the interdependence among telecommunications providers and the interrelationship with non-Company processes, equipment and systems, the Company is not liable for failures caused by circumstances beyond its control including, but not limited to, failures caused by: (1) the Customer; (2) other telecommunications providers; or (3) customer premises equipment. In addition, the Company does not ensure compatibility between Company and non-Company services used by the Customer.

**B. Liability for All Services Except Expanded Interconnection-Collocation Service**

1. The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, including Interexchange Carrier (IC) Subscription, and subject to the provisions of A., preceding, the Company's liability shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected.

This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this Tariff as a Credit Allowance for a Service Interruption.

2. The Company is not liable for damages to the customer's premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.1 UNDERTAKING OF THE TELEPHONE COMPANY****2.1.3 LIABILITY (Cont'd)****C. Liability for Expanded Interconnection-Collocation Service**

In addition to A. preceding, the Telephone Company shall have no responsibility or liability to the interconnector for the following:

1. The Company shall have no liability for any interruption of the interconnector's service or for interference with the operation of the interconnector's facilities other than as set forth in 2.4.4.B.11. In no event shall the Company be liable to the interconnector for loss of profits or revenue.
2. The interconnector is responsible for all losses associated with the VEIC equipment, except as provided herein. The Company shall not be liable to the interconnector for physical damage to the interconnector-provided equipment occupying a Company location unless caused by the gross negligence or willful misconduct of the Company. In such event, the liability of the Company shall be limited to the reasonable cost of repair and/or replacement of damaged facilities or equipment. The Company shall have no liability whatsoever to an interconnector or customer of the interconnector for lost revenues or profits occasioned by any interruption of the interconnector's service or interference with the operation of the interconnector-provided facilities or equipment in the Company location(s).

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.1 UNDERTAKING OF THE TELEPHONE COMPANY (Cont'd)****2.1.4 PROVISION OF SERVICES**

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

**2.1.5 INSTALLATION AND TERMINATION OF SERVICES****A. All Services Except Expanded Interconnection-Collocation Service**

The services provided under this Tariff (a) will include any entrance cable or drop wiring to that point where provision is made for termination of the Telephone Company's outside distribution network facilities at a mutually acceptable suitable location at a mutually agreeable customer-designated premise and (b) will be installed by the Telephone Company to such point of termination. Each Access Service has only one point of termination per customer premises. Any additional terminations beyond such point of termination are the sole responsibility of the customer.

**B. Expanded Interconnection-Collocation (EIC) Service**

The EIC Service provided for under this Tariff will include the installation and termination of equipment in accordance with the regulations as set forth in Section 21 following.

**2.1.6 MAINTAINING SERVICES**

The services provided under this Tariff shall be maintained by the Company except for interconnector-provided and -owned fiber optic facilities at the point of interconnection for EIC Service. The interconnector, IC or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company or contained in a Company-owned facility housing (e.g., above ground cabinets, underground utility vaults, utility hole, hand hole, etc.), except with prior written consent and presence of a Company-designated inspector.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.1 UNDERTAKING OF THE TELEPHONE COMPANY (Cont'd)****2.1.7 CHANGES AND SUBSTITUTIONS**

Except as provided for equipment and systems subject to F.C.C. Part 68 regulations at 47 C.F.R. Section 68.110 (b), the Company may, where such action is reasonably required in the operation of its business, (a) substitute, change or rearrange any facilities used in providing service under this Tariff, including but not limited to, (1) substitution of different metallic facilities, (2) substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities and (3) substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities, (b) change minimum protection criteria, (c) change operating or maintenance characteristics of facilities or (d) change operations or procedures of the Company.

In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as set forth in Sections 6 and 7 following. The Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the customer to determine reasonable notification requirements.

It is expressly declared that metallic facilities are in continually decreasing supply and the Company is not obligated to continue to provide such facilities. Due to facility rearrangements, continued use of metallic facilities may be denied to existing customers with no obligation on the Company's part to pay customer equipment rearrangement costs. The Company will give the customer 90 days notification of this type of facility rearrangements. Metallic facilities are provided only where existing facilities and operating conditions permit.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.1 UNDERTAKING OF THE TELEPHONE COMPANY (Cont'd)****2.1.8 REFUSAL AND DISCONTINUANCE OF SERVICES**

- A. The Company may refuse to complete any pending orders for service and simultaneously refuse additional applications for service when the customer fails to comply with the regulations set forth in 2.1.6, preceding, or 2.2.1.C., 2.3 or 2.4, following. (2.4 specifies the dates and times that payments shall be made to the Company.) In the case of switched access, additional applications for service will also include IC Subscription requests whether from the customer, end user, agent or reseller, and these will be refused at the same time the Company refuses to complete any pending orders. The Company will take this action upon at least 30 days written notice (by certified U.S. Mail return receipt requested) to the person designated by that customer to receive such notices of noncompliance. Prior to this action being taken, the Company will make final notification that such action will occur to the person designated by the customer to receive the notices of noncompliance. The Company will apply such actions to the customer uniformly across the Company's serving territory.

If the Company does not refuse additional applications for service on the date specified in the 30 days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service to the noncomplying customer after final notification to the person designated by the customer to receive the notices of noncompliance.

- B. The Company may discontinue the provision of services when the customer fails to comply with the regulations as set forth in 2.1.6, preceding, or 2.2.1.C., 2.3, 2.4, following. (2.4 specifies the dates and times that payments shall be made to the Company.) The Company may discontinue services upon 30 days written notice (by certified U.S. Mail return receipt requested) to the person designated by that customer to receive such notices of noncompliance. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the 30 days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to the noncomplying customer without further notice.



**ACCESS SERVICE****2. GENERAL REGULATIONS****2.1 UNDERTAKING OF THE TELEPHONE COMPANY****2.1.8 REFUSAL AND DISCONTINUANCE OF SERVICES (Cont'd)**

C. If the National Exchange Carrier Association, Inc., notifies the Company that the customer has failed to comply with Section 8 of the National Exchange Carrier Association, Inc., TARIFF F.C.C. NO. 1 (Lifeline Assistance and Universal Service Fund charges) including any customer's failure to make payments on the date and times specified therein, the Company may, on thirty days' written notice to the customer by Certified U.S. Mail, take any of the following actions:

- Refuse additional applications for service and/or
- Refuse to complete any pending orders for service,
- Discontinue the provision of service to the customer. In the case of discontinuance, all applicable charges including termination charges, shall become due.

D. When Access Service is provided by more than one telephone company the companies involved in providing the joint service may individually deny service to a customer for nonpayment. The Company will not deny service on behalf of another telephone company when involved in providing joint service.

**2.1.9 LIMITATION OF USE OF METALLIC FACILITIES**

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

**2.1.10 NOTIFICATION OF SERVICE-AFFECTING ACTIVITIES**

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

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.1 UNDERTAKING OF THE TELEPHONE COMPANY (Cont'd)****2.1.11 COORDINATION WITH RESPECT TO NETWORK CONTINGENCIES**

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

**2.1.12 PROVISION AND OWNERSHIP****A. Provision and Ownership of Telephone Numbers**

The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Company will furnish to the customer six (6) months notice, by Certified U.S. Mail, of the effective date and an explanation of the reason(s) for such change(s), beyond the non-exclusive limited right-to-use described in this Tariff.

**2.1.13 CONFIDENTIAL CUSTOMER INFORMATION**

The Company protects confidential customer information. Where a business has a contract with the Company and access to a dedicated account representative, the Company will verify a person's authority to discuss customer account information through communications with the person claiming to represent the account holder. Where a person seeks access to account information online, an access code will be required. The Company does not use or disclose confidential account information except to provide services or as permitted or required by law.

**ACCESS SERVICE**

**2. GENERAL REGULATIONS**

**2.2 USE**

**2.2.1 INTERFERENCE OR IMPAIRMENT AND UNLAWFUL USE**

- A. The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Telephone Company and associated with the facilities utilized to provide services under this Tariff shall not interfere with or impair service over any facilities of the Telephone Company, its affiliated companies, or its connecting and concurring carriers involved in its services, caused damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.
- B. Except as provided for equipment or systems subject to the F.C.C. Part 68 rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with A. preceding, the Telephone Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to discontinue temporarily the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, Credit Allowance for Service Interruptions as set forth in 2.4.4.A. and B., following, is not applicable.
- C. The service provided under this Tariff shall not be used for an unlawful purpose.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.2 USE (Cont'd)****2.2.2 COMMINGLING**

- A. To the extent a Statement of Generally Available Terms and Conditions (SGAT) or telecommunication carrier's interconnection agreement allows, either explicitly or through amendments resulting from the change of law process, a telecommunication carrier may commingle unbundled network elements or combinations of unbundled network elements with access services purchased under this tariff subject to the conditions contained in §51.318 (b) of the Commission's rules. The rates, terms and conditions of this tariff will apply to the access services that are commingled. Unbundled network elements or combinations of unbundled network elements that are commingled with access services are not included in the shared use provisions as set forth in 2.7, following.
- B. For the purposes of this section "commingling" means the connection, attaching, or otherwise linking of an Unbundled Network Element (UNE) or a UNE combination to Special Access Services.

**2.2.3 UNE TO PRIVATE LINE CONVERSIONS**

In wire centers deemed "non-impaired" by the FCC, UNE circuits that remain with the Company must convert to special private line service. This conversion involves the ordering and provisioning organizations of the Company to assure the data for the converted circuit is accurately recorded in the appropriate systems. This conversion will be assessed a Design Change Charge, as set forth in Section 5.2.2.C., following.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.3 OBLIGATIONS OF THE CUSTOMER****2.3.1 DAMAGES**

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

**2.3.2 OWNERSHIP OF FACILITIES**

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

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)****2.3.3 EQUIPMENT SPACE AND POWER****A. All Services except Expanded Interconnection-Collocation (EIC) Service**

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

**B. Expanded Interconnection-Collocation (EIC) Service**

The Company shall furnish operating power, in accordance with the regulations, monthly rates and nonrecurring charges as set forth in Section 21, following.

**2.3.4 AVAILABILITY FOR TESTING**

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

**2.3.5 BALANCE**

All signals for transmission over the services provided under this Tariff shall be delivered by the customer balanced to ground except for ground start, duplex (DX) and McCulloh-Loop (Alarm System) type signaling and dc telegraph transmission at speeds of 75 baud or less, and Electrical DS3.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)****2.3.6 DESIGN OF CUSTOMER SERVICES**

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

**2.3.7 REFERENCES TO THE TELEPHONE COMPANY**

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

**2.3.8 CLAIMS AND DEMANDS FOR DAMAGES**

- A. With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this Tariff, any circuit, apparatus, system or method provided by the customer.
- B. The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses, damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Company's services provided under this Tariff. Included, without limitation, are Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material. Also included without limitation are libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment. In addition, proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this Tariff shall be included in the indemnification. However, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.3 OBLIGATIONS OF THE CUSTOMER****2.3.8 CLAIMS AND DEMANDS FOR DAMAGES (Cont'd)**

- C. The customer(s) shall not attempt to hold the Company or the Company's employees, agents, contractors or invitees liable for, and shall hold harmless and indemnify the Company and its employees, agents, contractors or invitees from and against, demands, claims, causes of action, liabilities (including punitive damages), costs or expenses (including reasonable attorneys fees), incurred by customer(s), its employees, agents, contractors, or invitees, arising from any acts, omissions or negligence of customer, its agents employees, contractors, invitees or visitors or any violation or non-performance of any law, ordinance or governmental requirement of any kind; or any injury or damage to person or property of customer, its agents, employees, contractors, invitees or visitors, arising out of the use of Company services or property, where the injury or damage is caused by any reason other than the willful misconduct of Company its agents, employees or contractors.

Except as provided herein, any and all real or personal property damage sustained by an interconnector shall be recovered through the interconnector's own insurance coverage, as mandated in 2.3.13.

**2.3.9 COORDINATION WITH RESPECT TO NETWORK CONTINGENCIES**

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



**ACCESS SERVICE****2. GENERAL REGULATIONS****2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)****2.3.10 JURISDICTIONAL REPORTS REQUIREMENTS****A. Jurisdictional Determinant**

Pursuant to Federal Communications Commission order FCC 85-145 adopted April 16, 1985, interstate usage is developed as though every call that enters a customer network at a point within the same state as that in which the called station (as designated by the called station number) is situated is an intrastate communication and every call for which the point of entry is in a state other than that where the called station (as designated by the called station number) is situated is an interstate communication.

When mixed interstate and intrastate access service is provided on the same Access Service transmission path, all charges between interstate and intrastate are prorated as set forth in 2.3.12, following.

**B. Jurisdictional Requirements**

The customer must indicate a projected Percent of Interstate Use (PIU) factor in a whole number (i.e., a number 0 - 100) when ordering Switched Access Service in a LATA, including EF and DTT Facilities. When a customer-provided PIU factor is required and the customer has previously submitted a Jurisdictional Report (i.e., Letter on File [LOF]) as set forth in C., following, the LOF PIU factor is required on each Access Service Request (ASR).

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.3 OBLIGATIONS OF THE CUSTOMER****2.3.10 JURISDICTIONAL REPORTS REQUIREMENTS****B. Jurisdictional Requirements (Cont'd)****1. CSL, CST1, Feature Group A or Feature Group B****a. CSL or Feature Group A (FGA) to be Resold**

Upon ordering CSL or FGA Service to be resold, the customer shall state in its initial order a projected PIU factor as set forth in B., preceding. The PIU factor is reported by LATA. When the customer reports a LATA-level PIU factor, the specified percentage applies to all end offices within the LATA.

The projected PIU factor is used by the Company to apportion the originating and terminating usage between interstate and intrastate until a revised report is received as set forth in C., following. The number of access minutes (either the measured minutes or the assumed minutes) is multiplied by the projected PIU factor to develop the interstate access minutes. This PIU factor is in addition to the PIU factor as set forth in 3., following.

**b. CSL or Feature Group A (FGA) Not to be Resold**

For CSL or FGA Service not to be resold, the customer shall state in its initial order a projected PIU factor of one hundred percent (100%) by line-side termination or access service group.

**c. CST1 or Feature Group B (FGB) Service**

Upon ordering CST1 or FGB Service, the customer shall state in its initial order a projected PIU factor as set forth in B., preceding. The PIU factor is reported by LATA. When the customer reports a LATA-level PIU factor, the specified percentage applies to all end offices within the LATA.

The projected PIU factor for CST1 or FGB Service is used by the Company to apportion the originating and terminating usage between interstate and intrastate in the same manner as in a., preceding. This PIU factor is in addition to the PIU factor as set forth in 3., following.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.3 OBLIGATIONS OF THE CUSTOMER****2.3.10 JURISDICTIONAL REPORTS REQUIREMENTS****B. Jurisdictional Requirements (Cont'd)****2. CST2, CST3, Feature Group C (FGC) or Feature Group D (FGD) Service****a. Originating CST2, CST3, FGC or FGD Service**

When a customer orders CST2, CST3, FGC or FGD Switched Access Service(s), where the jurisdiction is determined from the call detail, the Company will develop the projected PIU factor according to such jurisdiction. The projected interstate percentage is developed on a monthly basis, by end office, when the originating CST2, CST3, FGC or FGD access minutes are measured, by dividing the measured interstate originating access minutes by the total originating access minutes.

**b. Terminating CST2 or FGC Service**

When a customer orders terminating CST2 or FGC Switched Access Service, the data used by the Company to develop the projected PIU factor for originating CST2 or FGC access minutes is used to develop the projected PIU factor for such terminating access minutes. When originating call details are insufficient to determine the jurisdiction for the call, the customer may supply the projected PIU factor by LATA[1] or authorize the Company to use the Company developed percentage for such call detail.

[1] When the customer reports a LATA-level PIU factor, the specified percentage applies to all end offices within the LATA.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.3 OBLIGATIONS OF THE CUSTOMER****2.3.10 JURISDICTIONAL REPORTS REQUIREMENTS****B. Jurisdictional Requirements****2. CST2, CST3, Feature Group C (FGC) or Feature Group D (FGD) Service (Cont'd)****c. Terminating CST3 or FGD Service**

When a customer orders terminating CST3 or FGD, and the Company has sufficient call details to determine the jurisdiction for the call, the Company will bill the call minutes of use according to that jurisdiction.

When terminating call details are insufficient to determine the jurisdiction for the call, the customer may supply the projected PIU factor by LATA[1]. The projected PIU factor will be used to apportion terminating call minutes for which call details were insufficient to determine jurisdiction between the interstate and intrastate jurisdictions.

When terminating call details are insufficient to determine the jurisdiction, and the customer does not supply a projected PIU factor by LATA, calls will be billed using a PIU of 50 (50% interstate – 50% intrastate).

[1] When the customer reports a LATA-level PIU factor, the specified percentage applies to all end offices within the LATA.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.3 OBLIGATIONS OF THE CUSTOMER****2.3.10 JURISDICTIONAL REPORTS REQUIREMENTS****B. Jurisdictional Requirements (Cont'd)**

3. Entrance Facility (EF) and Direct-Trunked Transport (DTT) Facility  
Excludes Voice Grade (VG) EF and DTT for CSL and Feature Group A

For EF and DTT facilities, the customer has the following jurisdiction options; 1) allow the Company to develop the projected LATA-level PIU factor using a mechanized program as set forth in a., following or 2) provide the Company with a projected LATA-level PIU factor via a quarterly jurisdictional report as set forth in b., following.

Customers initially ordering Switched Access Services in the LATA for the first time, shall provide on the access order a LATA-level PIU factor for new EF and DTT facilities based on all the originating and terminating traffic using such facilities. The Company will use the LATA-level PIU factor from the customer's initial order for service as the LATA-level PIU factor for the Company's mechanized program for the first quarter of new service only. After the first quarter of new service, the Company will develop the LATA-level PIU factor as described in a., following, until the Company receives a certified letter from the customer authorizing the Company to develop the projected PIU factor from a customer-provided report as set forth in b., following.

The PIU factor for an EF DS3 capacity of two or more is applied at the same percentage as the reported or calculated EF PIU factor at the LATA-level.

- a. Company-Developed EF and DTT PIU Factor

The Company-developed LATA-level PIU factors for EF and DTT facilities are updated on a quarterly basis by calculating the customer's average billed Interstate usage (excluding VG EF and DTT facilities for CSL or FGA) for the last three months. The Company will perform the calculation for the revised LATA-level PIU factor no later than the last business day in January, April, July and October, respectively. The Company-developed LATA-level PIU factor will serve as the basis for the customer's next three months' advance billing beginning in February, May, August and November, respectively.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.3 OBLIGATIONS OF THE CUSTOMER****2.3.10 JURISDICTIONAL REPORTS REQUIREMENTS****B. Jurisdictional Requirements**

3. Entrance Facility (EF) and Direct-Trunked Transport (DTT) Facility
  - a. Company-Developed EF and DTT PIU Factor (Cont'd)

When existing customers order additional EF and DTT facilities for Switched Access Service, the Company will determine the LATA-level PIU factor where jurisdiction can be determined from previously billed usage. The PIU factor is based on the average billed Switched Access Interstate usage (excluding VG EF and DTT facilities for CSL or FGA) per LATA, per customer on a quarterly basis. When the Company is unable to determine the LATA-level PIU factor for EF and DTT facilities for an existing customer because usage data is not being billed to that customer, the Company will apply a default PIU factor of fifty percent (50%).

The PIU factor is expressed as a whole number (i.e., a number 0 - 100). The PIU factor is used by the Company to determine interstate and intrastate rates and charges. The PIU factor is applied to all rate elements associated with EF and DTT facilities. This PIU factor is in addition to the PIU factors as set forth in 1. and 2., preceding, and 5., following.

- b. Customer-Provided EF and DTT PIU Factor

Customers who choose to provide a projected LATA-level PIU factor for EF and DTT facilities, shall notify the Company by letter (certified U S Mail return receipt requested) authorizing the Company to develop the projected LATA-level PIU factor from a customer-provided quarterly report. Customer's choosing to provide a projected LATA-level PIU factor shall base the PIU factor on all the originating and terminating traffic using the EF and DTT facilities in the LATA. The customer-provided jurisdictional report must be received by the Company no later than fourteen (14) days after the first of January, April, July and October in order for the customer-provided PIU factor to serve as the basis for the next three month's advance billing beginning in February, May, August and November, respectively. The Company will program the customer-provided revised PIU factor into the Company's billing data base no later than the last business day in January, April, July and October, respectively. If the customer does not provide the jurisdictional report in time for the Company to program the billing data base, the Company will continue to develop a LATA-level PIU factor for the quarter as the Company's billing data base can only be programmed with one PIU process at a time in the same quarter.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.3 OBLIGATIONS OF THE CUSTOMER****2.3.10 JURISDICTIONAL REPORTS REQUIREMENTS****B. Jurisdictional Requirements**

3. Entrance Facility (EF) and Direct-Trunked Transport (DTT) Facility
  - b. Customer-Provided EF and DTT PIU Factor (Cont'd)

For existing customers who provide a quarterly report and the report is not received by the Company in time for the Company to program the revised LATA-level PIU factor for EF and DTT facilities in the LATA, the Company will assume the EF and DTT PIU factors to be the same as those provided in the last quarterly report and follow the steps as set forth in C., following.

Customers who choose to provide a projected LATA-level PIU factor for EF and DTT facilities shall supply a percentage in a whole number (i.e., a number 0-100) by LATA. The PIU factor is used by the Company to determine interstate and intrastate rates and charges. The PIU factor is applied to all rate elements associated with EF and DTT facilities. This PIU factor is in addition to the PIU factors as set forth in 1. and 2., preceding, and 5., following.

Customers may request to change from a quarterly customer-provided LATA-level PIU factor to a Company-developed LATA-level PIU factor for their EF and DTT facilities in the LATA. The customer must notify the Company (by certified U. S. Mail return receipt requested) no later than fourteen (14) days after the first of January, April, July and October in order for the Company-developed LATA-level PIU factor as set forth in a., preceding to serve as the basis for the next three months' advance billing beginning in February, May, August and November, respectively. The Company will program the PIU factor into the Company's billing data base no later than the last business day of January, April, July and October for the advance quarterly billing beginning in February, May, August and November, respectively. If the customer does not notify the Company in time for the Company to program the billing data base with the Company-developed LATA-level PIU factor, the customer must continue to provide a quarterly jurisdictional report for the quarter as the Company's billing data base can only be programmed with one PIU process at a time in the same quarter.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.3 OBLIGATIONS OF THE CUSTOMER****2.3.10 JURISDICTIONAL REPORTS REQUIREMENTS****B. Jurisdictional Requirements****3. Entrance Facility (EF) and Direct-Trunked Transport (DTT) Facility (Cont'd)**

- c. Voice Grade (VG) EF and DTT facilities for CSL and Feature Group A (FGA) to be Resold

Customers initially ordering a VG EF and a DTT facility for CSL or FGA to be resold shall provide a projected PIU factor for each new facility. These PIU factors shall reflect all originating and terminating traffic using these facilities and are in addition to the PIU factors as set forth in 1.a., preceding.

The PIU factor for the VG EF and DTT facility will be applied to all rate elements associated with the EF and DTT facility.

The PIU factor is expressed as a whole number (i.e., a number 0 - 100). The PIU factor will be used by the Company to determine interstate and intrastate rates and charges. If the customer does not provide the Company a Switched Access PIU factor for an EF or DTT facility, the Company will apply a default PIU factor of fifty percent (50%).

The PIU factor will be used by the Company until a revised PIU factor is reported as set forth in C., following. A Switched Access LATA-level PIU factor shall be provided for all VG EF and for all DTT facilities provided within a LATA for CSL and Feature Group A for the revised reports. These PIU factors will account for both the originating and terminating traffic of all services using these facilities within the LATA.

- d. Voice Grade (VG) EF and DTT facilities for CSL or Feature Group A (FGA) not to be Resold

Customers initially ordering a VG EF and a DTT facility for CSL or FGA not to be resold shall state a projected PIU factor of one hundred percent (100%) for each facility. This PIU factor is in addition to the PIU factor as set forth in 1.b., preceding.

**4. Tandem-Switched Transport**

For Tandem-Switched Transport, rates and charges will be apportioned by the Company between interstate and intrastate based upon the PIU factor for the serving arrangement (Feature Group or BSA), as set forth in 1. and 2., preceding, and 5., following.



**ACCESS SERVICE****2. GENERAL REGULATIONS****2.3 OBLIGATIONS OF THE CUSTOMER****2.3.10 JURISDICTIONAL REPORTS REQUIREMENTS****B. Jurisdictional Requirements (Cont'd)****5. Voice Directory Assistance Service**

When a customer orders Regional Directory Assistance (RDA) Assistance Service, the customer shall in its order provide the projected PIU factor for terminating use in a whole number (i.e., a number 0 - 100) for each RDA Service group ordered. (A method the customer may wish to adopt could be to use its terminating traffic from its premises to the involved RDA database location and calculate the projected PIU factor as set forth in 2., preceding). The Company will designate the number obtained by subtracting the projected interstate percentage furnished by the customer from 100 (100 - interstate percentage = intrastate percentage) as the projected intrastate percentage of use.

When a customer orders National Directory Assistance (NDA) Service, the PIU factor shall be one hundred percent (100%) interstate and no jurisdictional report is required.

**6. SHARP on Switched Access Service**

When a customer orders SHARP on Switched Access Service, the customer shall in its order provide the projected PIU factor for the SHARP facility in addition to the projected PIU factor as set forth in 2. and 3., preceding, in a whole number (i.e., a number 0 - 100). The Company will designate the number obtained by subtracting the projected interstate percentage furnished by the customer from 100 as the projected intrastate percentage of use.

The customer-reported PIU factor will be used until the customer reports a different projected PIU factor as set forth in C., following. The reported PIU factor shall be reported per customer premises where the SHARP facility is provided.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.3 OBLIGATIONS OF THE CUSTOMER****2.3.10 JURISDICTIONAL REPORTS REQUIREMENTS****B. Jurisdictional Requirements (Cont'd)****7. LIDB**

When a customer orders LIDB Service, the customer shall state in its order the projected PIU factor in a whole number (i.e., a number of 0 - 100). The Company will designate the number obtained by subtracting the projected interstate percentage furnished by the customer from 100 as the projected intrastate percentage of use. The projected PIU factor is used by the Company to apportion the query charges between interstate and intrastate until a subsequent order is received. LIDB jurisdiction may be changed by service order without charge as described in 6.7.1.C.3., following. A jurisdictional report as described in C., following, is not required.

**8. CCSAC**

When a customer initially orders CCSAC Service in a LATA, the customer shall state in its order a PIU factor in a whole number (i.e., a number of 0 - 100). The Company will designate the number obtained by subtracting the projected PIU factor furnished by the customer from 100 as the projected intrastate percentage of use. The projected PIU factor is used by the Company to apportion the message, monthly and nonrecurring charges for CCSAC as set forth in 20.3.1, following, between interstate and intrastate. If the customer does not provide a PIU factor, the Company will apply a default PIU factor of fifty percent (50%).

The PIU factor will be used by the Company until a revised PIU factor is reported as set forth in C., following. A LATA-level PIU factor shall be provided for CCSAC Service provided within a LATA for the revised reports.

**9. DNAL**

When a customer orders a DNAL in conjunction with a FGA or CSL Switched Access Service, the PIU factor for the DNAL will be based upon the PIU factor for the associated FGA or CSL.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.3 OBLIGATIONS OF THE CUSTOMER****2.3.10 JURISDICTIONAL REPORTS REQUIREMENTS****B. Jurisdictional Requirements (Cont'd)****10. Billing Name and Address Service**

When a customer orders Billing Name and Address Service, the customer shall state in its order the PIU factor in a whole number (i.e., a number 0 - 100). The Company will designate the number obtained by subtracting the PIU factor furnished by the customer from 100 as the projected intrastate percentage of use. This percentage will remain in effect until a revised jurisdictional report is received as set forth in C., following.

**11. Switched Access Service Expanded Interconnection Channel Termination (EICT) and Interconnection Tie Pair (ITP)**

When a customer orders a Switched Access Service EICT or ITP (as set forth in Section 21), the customer shall state in its order the PIU factor in a whole number (i.e., a number 0 - 100). The Company will designate the number obtained by subtracting the projected interstate percentage furnished by the customer from 100 as the projected intrastate percentage of use.

The customer shall update the EICT or ITP PIU factor via a jurisdictional report as set forth in C., following. If the customer does not supply the reports, the Company will assume the PIU factors to be the same as those provided in the last quarterly report and follow the steps as set forth in C. For those cases in which a quarterly report has never been received from the customer, the Company will assume the PIU factors to be 50% until a revised PIU factor is provided via a jurisdictional report. Upon receipt of the customer's report, the Company will begin using the interstate percentage as set forth in C., following.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.3 OBLIGATIONS OF THE CUSTOMER****2.3.10 JURISDICTIONAL REPORTS REQUIREMENTS****B. Jurisdictional Requirements (Cont'd)****12. 500 Access Service**

Upon ordering 500 Access Service, the customer shall state in its initial order a projected PIU factor of one hundred percent (100%). When the jurisdictional report, as set forth in C, following, is submitted to the Company, the customer must report a 100% PIU for 500 Service.

**13. 700, 800 and 900 Access Service**

Upon ordering 700, 800 or 900 Access Service, the customer shall provide the Company a projected PIU factor in a whole number (i.e., a number 0-100) for the amount of traffic that the customer may originate for each LATA. The projected PIU factor is used by the Company until a revised report is received as set forth in C., following.

**14. Operator Assistance Service**

When ordering Operator Assistance Service (Section 22, following), the customer shall state in its order a PIU factor in a whole number (i.e., a number 0-100). The Company will designate the number obtained by subtracting the projected interstate percentage furnished by the customer from 100 as the projected intrastate percentage of use.

The customer shall update the OAS PIU factor by a jurisdictional report as set forth in C., following. If the customer does not supply the reports, the Company will assume the PIU factor to be the same as the last quarterly report in accordance with C., following. For those cases in which a quarterly report has never been received from the customer, the Company will assume the PIU factor to be fifty percent (50%) until a revised PIU factor is provided by a jurisdictional report as set forth in C., following.

**15. Switched Access Service SST Rate Elements**

The PIU factors applied to Switched Access Service SST rate elements shall be the same EF and DTT factors, as set forth in 3., preceding, utilized by the Company for that same customer. The EF PIU factor shall be applied to all SST rate elements except the Transport Channel rate element. The DTT PIU factor shall be applied only to the SST Transport Channel rate element.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.3 OBLIGATIONS OF THE CUSTOMER****2.3.10 JURISDICTIONAL REPORTS REQUIREMENTS****B. Jurisdictional Requirements (Cont'd)****16. Local Number Portability (LNP)**

LNP Query Service, as set forth in 13.19, LNP End User Charge, as set forth in 13.19.2 and LNP Data Base Service, as set forth in 20.2.3, are considered to be 100% interstate and therefore are not subject to PIU requirements.

**C. Jurisdictional Reports**

Except where Company measured access minutes are used as set forth in B.2., preceding, the customer-provided PIU factor will be used until the customer reports a different projected PIU factor based on the following guidelines:

The customer may update the interstate and intrastate PIU factor via Jurisdictional Report on a quarterly basis. The customer shall report the PIU factor by traffic and service type for each LATA. The customer shall forward to the Company a revised report, to be received no later than 14 days after the first of January, April, July and October. The revised report shall show the PIU factor for the most current data available, for each service arranged for interstate use. This data shall consist of at least 3 and no more than 12 consecutive months of data, ending no more than 75 days earlier than the date the report is due (e.g., for the report due January 15th, the last month of data should be no earlier than October 31). The updated PIU factor shall be based on call detail records. The PIU factor can be based on a statistically valid sample. The PIU factor reported in January, April, July and October will be effective on the bill date of each such month and will serve as the basis for subsequent monthly billing pending the receipt of a revised PIU report.

No prorating or back billing will be done based on the Jurisdictional Report. However, usage will be billed utilizing the interstate percentage that was in effect at the time the usage was generated.

The customer shall maintain and retain the work papers that show how the interstate percentage was determined and a summary derived from the actual call detail records for a minimum twelve-month period which statistically substantiates each interstate percentage provided to the Company. This summary at a minimum shall include month, year, state, traffic type (e. g., originating, terminating, 5YY, 700, 8XX, 900, etc.) and service type. The Company may request the work papers and summary in support of the customer's projected PIU factor.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.3 OBLIGATIONS OF THE CUSTOMER****2.3.10 JURISDICTIONAL REPORTS REQUIREMENTS****C. Jurisdictional Reports (Cont'd)**

The Company may request actual call detail records or a statistically valid sample of such records, on a prospective basis, not to exceed a consecutive three-month period. The actual call detail records will be used to statistically substantiate the interstate percentage provided to the Company and the process by which it is developed. Such call detail records shall consist of call information, including call terminating address (i. e., called number), call duration, the trunk group number(s), or access line number(s) over which the call is routed and the point at which the call enters the customer's network. The Company will not request such data more than once a year.

If quarterly reports are not supplied by the customer, the following steps will be taken by the Company:

1. If the customer does not supply the reports, the Company will assume the PIU factors to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the Company will assume the PIU factors to be the same as those provided in the order for service with the exception of Switched Access Service Expanded Interconnection-Collocation Service as set forth in B., preceding. In any case, the Company reserves the right to request actual call detail supporting the customer's reported PIU, as specified in C., above.
2. If a quarterly report has never been received from the customer, and the customer failed to report a PIU in the order for service, the Company will designate a fifty percent (50%) interstate percentage beginning with the next billing period. This interstate percentage will be applied until a quarterly PIU report is submitted.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.3 OBLIGATIONS OF THE CUSTOMER****2.3.10 JURISDICTIONAL REPORTS REQUIREMENTS (Cont'd)****D. Jurisdictional Report Dispute and Auditing Procedures**

If a billing dispute arises concerning the projected interstate percentage the Company will ask the customer to provide the data the customer uses to determine the projected interstate percentage as described in 1. and 2., following.

**1. Switched Access Services**

- a. If the Company questions the information provided by the customer in C., preceding, the Company will send a letter to the customer (by certified U.S. Mail, return receipt requested) requesting that the customer contact the Company to discuss and explain their report within thirty (30) days of the Company's request.
- b. If no response is received from the customer, the Company will send a letter to the customer (by certified U.S. Mail, return receipt requested) requesting the work papers and summary as described in C., preceding, used by the customer to substantiate the most recent interstate percentage. The requested information must be submitted by the customer to the Company within thirty (30) days after receipt of the certified letter.
- c. If the customer submits the work papers and summary as requested in b., the Company will review this information within thirty (30) days after receipt of the customer's information.
- d. If after review of the documentation, the Company and the customer establish a revised interstate percentage, the Company will begin using that percentage with the next billing period.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.3 OBLIGATIONS OF THE CUSTOMER****2.3.10 JURISDICTIONAL REPORTS REQUIREMENTS****D. Jurisdictional Report Dispute and Auditing Procedures****1. Switched Access Services (Cont'd)**

- e. If the Company and the customer do not establish a revised interstate percentage, the Company will begin the procedures as set forth in g., following.
- f. If no response is received from the customer, the Company will begin the auditing procedures as set forth in g., following.
- g. When jurisdictional reports are not provided by the customer or a billing dispute arises, the Company may request an audit. The audit procedures and responsible party(ies) for payment of audit expenses will be determined as follows:
  - If the Company and the customer mutually agree upon an independent Certified Public Accountant (CPA) auditing firm and the party(ies) agree to equally share in the payment of audit expenses, both the Company and the customer will be bound by such agreement; or
  - The customer may select an independent CPA auditing firm and pay all audit expenses.
  - If the audit is not conducted as set forth preceding, the Company may select an independent CPA auditing firm and pay all expenses.
- h. The Company will adjust the customer's PIU based upon the audit results. The PIU resulting from the audit shall be applied to the usage for the quarter the audit is completed, the usage for the quarter prior to completion of the audit and the usage for the two (2) quarters following the completion of the audit. After that time, the customer may report a revised PIU pursuant to C., preceding. The Company will implement the revised interstate percentage to the next billing period or quarterly report date, whichever is first.



**ACCESS SERVICE****2. GENERAL REGULATIONS****2.3 OBLIGATIONS OF THE CUSTOMER****2.3.10 JURISDICTIONAL REPORTS REQUIREMENTS****D. Jurisdictional Report Dispute and Auditing Procedures (Cont'd)****2. Private Line Transport Service, Expanded Interconnection-Collocation Service and Access Service Billing**

For Private Line Transport Service, Expanded Interconnection-Collocation Common Components, Private Line Transport Service Expanded Interconnection-Collocation Channel Termination (as described in Section 21) and Access Service Billing (as described in 13.10), the Company will ask the customer to provide the data the customer uses to determine the projected interstate percentage if a billing dispute arises or a regulatory commission questions the customer-provided interstate percentage. The customer shall supply the data within 30 days of the Company request. The Company will not request such data more than once a year. The customer shall keep records of system design and functions from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, make the records available for inspection as reasonably necessary for purposes of verification of the percentages.

**3. Jurisdictional Report Proprietary Information**

The data the customer provides to the Company to support their interstate percentage is considered proprietary to the customer. The Company agrees to use and protect such information by exercising the same degree of care normally used to protect its own proprietary information.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.3 OBLIGATIONS OF THE CUSTOMER****2.3.10 JURISDICTIONAL REPORTS REQUIREMENTS****D. Jurisdictional Report Dispute and Auditing Procedures (Cont'd)****4. Contested Audits**

When a jurisdictional audit is conducted by the Company or an independent Certified Public Accountant (CPA) auditing firm selected by the Company, the audit results will be furnished to the customer by certified U.S. Mail (return receipt requested). The customer may contest the audit results by providing written notification (by certified U.S. Mail, return receipt requested), to the Company within fifteen (15) calendar days from the date the audit report is furnished to the customer by certified U.S. Mail (return receipt requested). When a jurisdictional audit is conducted by an independent Certified Public Accountant (CPA) auditing firm selected by the customer, the audit results will be furnished to the Company by certified U.S. Mail (return receipt requested). The Company may contest the audit results by providing written notification (by certified U.S. Mail, return receipt requested), to the customer within fifteen (15) calendar days from the date the audit report is furnished to the Company by certified U.S. Mail (return receipt requested).

Contested audits will be resolved by the Company and the customer within thirty (30) days of written notification, or a neutral arbitrator will be mutually agreed upon by the Company and the customer. During the initial thirty (30) day resolution period, the Company and the customer will review the audit process and the data used to calculate the PIU factor, in an attempt to resolve the dispute. Should the Company and the customer resolve the dispute on the PIU factor, a neutral arbitrator would not be warranted.

Contested audits will be resolved by a neutral arbitrator mutually agreed upon by the Company and the customer. The arbitration hearing will be conducted in Denver, Colorado or a state and location within the Company operating territory that is mutually agreed upon by both parties. The arbitration proceeding, including the decision rendered, shall be governed by the law (both statutory and case) of the state in which the arbitration hearing is held, including, but not limited to the Uniform Arbitration Act, as adopted in that state.

Prior to the arbitration hearing, each party shall notify the arbitrator of the PIU factor which that party believes to be correct. The arbitrator, in deciding, may adopt the PIU factor of either party or may adopt a PIU factor different from those proposed by the parties.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.3 OBLIGATIONS OF THE CUSTOMER****2.3.10 JURISDICTIONAL REPORTS REQUIREMENTS****D. Jurisdictional Report Dispute and Auditing Procedures****4. Contested Audits (Cont'd)**

If the arbitrator adopts a PIU factor proposed by one of the parties, the other party (whose PIU factor was not adopted) shall pay all costs of the arbitration. If the arbitrator adopts a PIU factor higher than the PIU factors proposed by both parties, then the party proposing the lower PIU factor shall pay all costs of the arbitration. If the arbitrator adopts a PIU factor lower than the PIU factor proposed by both parties, then the party proposing the higher PIU factor shall pay all costs of the arbitration. If the arbitrator adopts a PIU factor which falls between the two factors proposed by the parties, then the parties shall each pay one-half of the arbitration costs.

Absent written notification, within the timeframe as set forth preceding, audit results cannot be contested and the Company will adjust the customer's PIU factor based upon the audit results as set forth in C., preceding.

**E. Application of PIU**

When the Access Service is not available in the intrastate jurisdiction, the PIU factor must be one hundred percent (100%).

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.3 OBLIGATIONS OF THE CUSTOMER****2.3.10 JURISDICTIONAL REPORTS REQUIREMENTS(Cont'd)****F. Identification and Rating of VoIP-PSTN Traffic**

VoIP-PSTN Traffic is defined as traffic exchanged between a Company end user and the customer in Time Division Multiplexing (TDM) format that originates and/or terminates in Internet Protocol (IP) format. This section governs the identification and compensation of VoIP-PSTN Traffic that is required to be compensated at access rates unless the parties have agreed otherwise by the F.C.C. in its Report and Order in WC Dockets Nos. 10-90, etc., F.C.C. Release No. 11-161 (November 18, 2011) (F.C.C. Order). Specifically, this section establishes the method of separating VoIP-PSTN Traffic from the customer's traditional intrastate access traffic, so that VoIP-PSTN Traffic can be billed in accordance with the F.C.C. Order.

The FCC released its Second Order of Reconsideration in WC Docket No. 10-90, etc., FCC Release No. 12-47 (April 25, 2012) which temporarily modified the compensation of originating VoIP-PSTN Traffic on a prospective basis. Upon receipt, validation and acceptance of the Percent VoIP Usage factor, originating VoIP-PSTN Traffic will be compensated as follows:

- Between the Initial Implementation date described in 2.3.10.F.2 and July 12, 2012, the applicable rate elements used in providing originating access for VoIP-PSTN Traffic and associated facilities will be billed according to interstate access rates.
- Effective July 13, 2012 the applicable rate elements used in providing originating access for intrastate VoIP-PSTN Traffic and associated facilities will be billed according to intrastate access rates. The applicable rate elements used in providing originating access for interstate VoIP-PSTN Traffic and associated facilities will be billed according to interstate access rates.
- Effective July 1, 2014 the applicable rate elements used in providing originating access for intrastate VoIP-PSTN Traffic and associated facilities will be billed according to interstate access rates.
- After the Initial Implementation date described in 2.3.10.F.2, terminating VoIP-PSTN Traffic and associated facilities will be billed according to interstate access rates.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.3 OBLIGATIONS OF THE CUSTOMER****2.3.10 JURISDICTIONAL REPORTS REQUIREMENTS****F. Identification and Rating of VoIP-PSTN Traffic (Cont'd)**

VoIP-PSTN Traffic and associated facilities identified in accordance with this tariff section will be billed at rates equal to the Company's applicable tariffed interstate switched access rates when applicable based on the schedule shown above.

**1. Calculation and Application of Percent-VoIP- Usage Factors**

- a. The Company will determine the number of VoIP-PSTN Traffic minutes of use (MOU) to which interstate rates will be applied under B, preceding, by applying an originating Percent VoIP Usage (PVU) factor to the total intrastate access MOU originated by a Company end user and delivered to the customer and by applying a terminating PVU factor to the total intrastate access MOU terminated by a customer to the Company's end user.
- b. The Company will use intrastate average data and the customer provided Facility PVU to determine the monthly recurring credit for terminating VoIP-PSTN Traffic.
- c. The customer will calculate and furnish to the Company an originating PVU factor representing the whole number percentage of the customer's total originating intrastate access MOU that the customer exchanges with the Company in the LATA that is received from the Company and that is terminated in IP format and that would be billed by the Company as intrastate access MOU.
- d. The customer will calculate and furnish to the Company a terminating PVU factor representing the whole number percentage of the customer's total terminating intrastate access MOU that the customer exchanges with the Company in the LATA that is sent to Company and which originated in IP format and that would be billed by the Company as intrastate access MOU.
- e. The customer shall not modify their reported PIU factor to account for VoIP-PSTN Traffic.
- f. The customer will calculate and furnish to the Company a Facility PVU factor representing the whole number percentage of the customer's total monthly recurring switched transport charges that are associated with the intrastate access MOU included in the PVU factor.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.3 OBLIGATIONS OF THE CUSTOMER****2.3.10 JURISDICTIONAL REPORTS REQUIREMENTS****F. Identification and Rating of VoIP-PSTN Traffic****1. Calculation and Application of Percent-VoIP- Usage Factors (Cont'd)**

- g. Both the customer provided originating PVU and the terminating PVU and the Facility PVU shall be based on information such as the number of the customer's retail VoIP subscriptions in the state (e.g. as reported on F.C.C. Form 477), traffic studies, actual call detail or other relevant and verifiable information which will be provided to the Company upon request.
- h. The customer shall retain the call detail, work papers, and information used to develop the PVU factors for a minimum of one year.
- i. If the Customer does not furnish the Company with a PVU factor, the Company will utilize a PVU equal to zero.

**2. Initial Implementation of PVU Factors**

- a. If the PVU factors cannot be implemented in the Company's billing systems by December 29, 2011, once the factors can be implemented the Company will adjust the customer's bills to reflect the PVU factors prospectively in the next bill period if the PVU factors are provided by the customer to the Company prior to April 15, 2012.
- b. The Company may choose to provide credits based on the reported PVU factors on a quarterly basis until such time as the billing system modifications can be implemented.

**3. PVU Factor Updates**

The customer may update the PVU factors quarterly using the method set forth in 1.c, preceding. If the customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, revised PVU factors based on data for the prior three months, ending the last day of December, March, June and September, respectively. The revised PVU factors will serve as the basis for future billing and will be effective on the bill date of each such month and shall serve as the basis for subsequent monthly billing until superseded by new PVU factors. No prorating or back billing will be done based on the updated PVU factors.

**ACCESS SERVICE**

**2. GENERAL REGULATIONS**

**2.3 OBLIGATIONS OF THE CUSTOMER**

**2.3.10 JURISDICTIONAL REPORTS REQUIREMENTS**

**F. Identification and Rating of VoIP-PSTN Traffic (Cont'd)**

**4. PVU Factor Verification**

- a. Not more than twice in any year, the Company may request from the customer an overview of the process used to determine the PVU factors, the call detail records, description of the method for determining how the end user originates and terminates calls in IP format, and other information used to determine the customer's PVU factors furnished to the Company in order to validate the PVU factors supplied. The customer shall comply, and shall reasonably supply the requested data and information within 15 days of the Company's request.
- b. The Company may dispute the Customer's PVU factor based upon:
  - A review of the requested data and information provided by the customer, or customer's refusal to provide the data and information to support the PVU factors.
  - The Company's reasonable review of other market information, F.C.C. reports on VoIP lines, such as F.C.C. Form 477 or state level results based on the F.C.C. Local Competition Report or other relevant data.
  - A change in the reported PVU factor by more than five percentage points from the preceding quarter.
- c. If after review of the data and information, the customer and the Company establishes revised PVU factors, the Company will begin using those revised PVU factors with the next bill period.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.3 OBLIGATIONS OF THE CUSTOMER****2.3.10 JURISDICTIONAL REPORTS REQUIREMENTS****F. Identification and Rating of VoIP-PSTN Traffic****4. PVU Factor Verification (Cont'd)**

- d. If the dispute is unresolved, the Company may initiate an audit. The Company shall limit audits of the customer's PVU factor to no more than twice per year. The customer may request that the audit be conducted by an independent auditor. In such cases the associated auditing expenses will be paid by the customer.
  - In the event that the customer fails to provide adequate records to enable the Company or an independent auditor to conduct an audit verifying the customer's PVU factors, the Company will bill the usage and associated facilities for all contested periods using the most recent undisputed PVU factors reported by the customer. If no undisputed PVU factors exist, then PVU factors of zero percent will be used for all contested periods. These PVU factors will remain in effect until the audit can be completed.
  - During the audit, the most recent undisputed PVU factors from the previous reporting period will be used by the Company.
  - The Company will adjust the customer's PVU factors based on the results of the audit and implement the revised PVU in the next billing period or quarterly report date, whichever is first. The revised PVU factors will apply for the next two quarters before new factors can be submitted by the customer.
  - If the audit supports the customer's PVU factors, the usage for the contested periods will be adjusted to reflect the customer's audited PVU factors.



**ACCESS SERVICE****2. GENERAL REGULATIONS****2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)****2.3.11 DETERMINATION OF JURISDICTION FOR MIXED INTERSTATE AND INTRASTATE PRIVATE LINE TRANSPORT SERVICE, FRAME RELAY SERVICE, EXPANDED INTERCONNECTION-COLLOCATION SERVICE AND ACCESS SERVICE BILLING**

A. When ordering service, customers must state the jurisdiction for each of the following services:

- Private Line Transport Service,
- Frame Relay Service
- Private Line Transport Service Expanded Interconnection-Collocation (EIC) Channel Termination
- EIC Common Components

When the service ordered is used for both interstate and intrastate traffic, the jurisdiction will be determined as follows:

1. If the customer's estimate of the interstate traffic on the service involved constitutes more than 10% of the total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of this Tariff.
  2. If the customer's estimate of the interstate traffic on the service involved constitutes 10% or less of the total traffic on that service, the service will be provided in accordance with the appropriate intrastate rules and regulations.
- B. If a customer's estimate of interstate traffic on an interstate service or the estimate of interstate traffic on an intrastate service in A., preceding, should change to 10% or less, or to more than 10%, the service requires a change in jurisdiction and the customer must submit an order to change the jurisdiction of the service.

A change in jurisdiction for Private Line Transport Service or Frame Relay Service is considered a service rearrangement and subject to the regulations set forth in 7.1.1.A. and 8.1.4, following.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.3 OBLIGATIONS OF THE CUSTOMER****2.3.11 DETERMINATION OF JURISDICTION FOR MIXED INTERSTATE AND INTRASTATE PRIVATE LINE TRANSPORT SERVICE, FRAME RELAY SERVICE, EXPANDED INTERCONNECTION-COLLOCATION SERVICE AND ACCESS SERVICE BILLING (Cont'd)****C. Expanded Interconnection Collocation (EIC) Service Common Components**

EIC Common Components are those EIC rate elements which are common in use for Private Line Transport Service and Switched Service as set forth in Section 21, following. When a customer orders EIC Common Components, which will be used for transmission of interstate and intrastate access service, the jurisdiction of the common components will be determined as follows:

1. If the customer estimates the common components will be utilized more than ten percent for the transmission of interstate access service, the common components will be provided in accordance with the applicable rules and regulations of this Tariff.
  2. If the customer estimates the common components will be utilized ten percent or less for the transmission of interstate access service, the common components will be provided in accordance with the appropriate intrastate rules and regulations.
- D. When an Access Service Bill (as described in 13.10) contains both interstate and intrastate billing, the jurisdiction will be determined as follows:**
1. If the customer's estimate of the interstate charges on the bill constitutes more than ten percent of the total charges on that bill, the bill will be provided in accordance with the applicable rules and regulations of this Tariff.
  2. If the customer's estimate of the interstate charges on the bill constitutes ten percent or less of the total charges on that bill, the bill will be provided in accordance with the appropriate intrastate rules and regulations.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)****2.3.12 DETERMINATION OF INTERSTATE CHARGES FOR MIXED INTERSTATE AND INTRASTATE ACCESS SERVICE**

A. For all Access Service except those services as set forth in 2.3.11, preceding, where mixed interstate and intrastate Access Service is provided, all charges (i.e., nonrecurring, monthly and/or usage) including optional features charges, will be prorated between interstate and intrastate. The PIU factors provided in the jurisdictional reports as set forth in 2.3.10, preceding, will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as interstate is applied in the following manner:

1. For monthly and nonrecurring chargeable rate elements, multiply the percent interstate use times the quantity of chargeable elements, times the stated tariff rate per element. In the event that the customer has provided a separate percent interstate use for terminating access for CST3 or FGD, the projected PIU factor for originating access minutes of use will be used to determine the apportionment of charges.
2. For usage-sensitive (i.e., access minutes and calls) chargeable rate elements, multiply the percent interstate use times actual use (i.e., measured or Telephone Company assumed average use), times the stated tariff rate.

The PIU factor will change as revised usage reports are submitted as set forth in 2.3.10, preceding.

B. When mixed interstate and intrastate Access Service is provided on those services set forth in 2.3.11, preceding, and the jurisdiction of the service is determined in accordance with 2.3.11 to be an interstate service, one-hundred percent (100%) of all recurring rates (i.e., daily and monthly) and all nonrecurring charges of this Tariff will apply. If the jurisdiction of the service is determined to be an intrastate service, one-hundred percent (100%) of the intrastate charges will apply.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)****2.3.13 INSURANCE FOR EXPANDED INTERCONNECTION - COLLOCATION****A. General**

1. Interconnector at all times shall at its own cost and expense, carry and maintain the insurance coverage as specified in 2., through 6., following whichever is applicable.
2. All insurance shall be placed with insurers having a "Best's" rating of B+XIII and under such form of policies acceptable to the Company. The Interconnector shall provide certificate(s) of insurance evidencing coverage prior to accessing the Company-designated point of interconnection or Company premises and annually thereafter within ten (10) days of renewal of any coverage maintained pursuant to 2.3.13. Such certificate(s) shall be forwarded to the attention of:

Qwest Corporation  
EIC Product Manager  
1801 California Street, Rm 2150  
Denver, CO 80202.

The certificate shall state the following:

- the Company is named as additional insured on all policies specified in 3., following:
- thirty (30) days prior written notice of cancellation of, material change or exclusions in the policy(s) to which certificate(s) relate shall be given to the Company;
- coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased or maintained by the Company;
- policy(s) provides severability of interest/cross liability coverage.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.3 OBLIGATIONS OF THE CUSTOMER****2.3.13 INSURANCE FOR EXPANDED INTERCONNECTION-COLLOCATION****A. General (Cont'd)**

3. Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage occurring or arising out of interconnection. Coverage must provide premises-operations, products/completed operations and contractual liability with respect to the liability assumed by Interconnector in this Tariff (independent contractors protection required if any subcontractors will be used to place EIC facilities). This insurance shall also include underground hazard coverage (commonly referred to as "U" coverage) if work may cause damage to underground facilities regardless of whether the work is performed by manual or mechanical means. The per occurrence, combined single limits of insurance shall not be less than:

• Each Occurrence	\$1,000,000
• General Aggregate Limit	\$1,000,000
• Products-Completed Operations Limit	\$1,000,000
• Personal Injury Limit	\$1,000,000

4. Statutory Workers' Compensation insurance as required in the state(s) where the interconnection occurs; and Employers' Liability or "Stop Gap" insurance with limits of not less than \$100,000 each accident.
5. The interconnector may also elect to purchase business interruption and contingent business interruption insurance, knowing that the Company has no liability for loss of profits or revenues should the interruption of service occur.
6. Interconnector will not be allowed access to the Company-designated point of interconnection until the obligations of this section have been fulfilled. The fulfillment of such obligations, however, shall not otherwise relieve the Interconnector of any liability assumed in this Tariff or in any way modify the Interconnector's obligations to indemnify the Company.

Interconnector shall require its subcontractors who may be used to place EIC facilities to maintain insurance as described in 2.3.13.

**ACCESS SERVICE**

**2. GENERAL REGULATIONS**

**2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)**

**2.3.14 DETERMINATION OF THE CUSTOMER OF RECORD FOR PRIVATE LINE  
TRANSPORT SERVICE**

**A. Private Line Transport Service**

The customer who is designated on the order as the party who is responsible for and who will be billed for the service is the customer of record for that specific service.

**B. Private Line Transport Service Connected to Expanded Interconnection-  
Collocation Service**

The customer of record for Private Line Transport Service and the customer of record for Expanded Interconnection-Collocation Service may be different, except as set forth in A., preceding. The customer of record is determined as set forth following:

- If the Private Line Transport Service customer uses an interconnector's services, the interconnector may order Private Line Transport Service and Expanded Interconnection-Collocation Service in its own name in which case the interconnector will be the customer of record for both services.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.3 OBLIGATIONS OF THE CUSTOMER****2.3.14 DETERMINATION OF THE CUSTOMER OF RECORD FOR PRIVATE LINE TRANSPORT SERVICE****B. Private Line Transport Service Connected to Expanded Interconnection-Collocation Service (Cont'd)**

- If the interconnector orders Private Line Transport Service as an agent for the Private Line Transport Service customer, the Private Line Transport Service customer will be the Private Line Transport Service Customer Of Record (COR) and the interconnector will be the Expanded Interconnection-Collocation Service COR.
- When a Section 7 CO multiplexing optional feature connects to an Expanded Interconnection-Collocation Channel Termination or ITP, the multiplexing option is billed in its entirety to the COR for the EICT or ITP (i.e., the EIC Service COR or the designated EICT or ITP COR).
- If the Private Line Transport Service customer orders the Private Line Transport Service directly, the Private Line Transport Service customer will be the Private Line Transport Service COR and the interconnector will be the Expanded Interconnection-Collocation Service COR.
- If the interconnector designates a different COR for the EICT or ITP, the designated EICT or ITP COR must provide the Company with a Letter Of Authorization (LOA) as set forth in 21.1, following. The EICT or ITP will be ordered and billed in its entirety to the designated COR. The Private Line Transport Services connected to the EICT or ITP may be ordered and billed to the Private Line Transport Service customer, the designated EICT or ITP COR or the Expanded Interconnection-Collocation Service COR.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)****2.3.15 DETERMINATION OF THE CUSTOMER OF RECORD WHEN SWITCHED ACCESS SERVICE CONNECTS TO EXPANDED INTERCONNECTION-COLLOCATION SERVICE**

The COR for Switched Access Service and the COR for Expanded Interconnection-Collocation Service may be different. The COR is determined as set forth following:

- If the interexchange carrier uses an interconnector's services, the interconnector may order Switched Access Service and Expanded Interconnection-Collocation Service in its own name in which case the interconnector will be the COR for both services.
- If the interconnector orders Switched Access Service as an agent for the interexchange carrier, the interexchange carrier will be the Switched Access Service COR for the Switched Access Services and the interconnector will be the Expanded Interconnection-Collocation Service COR.
- When a Section 6 CO multiplexing optional feature connects to an Expanded Interconnection-Collocation Channel Termination or ITP, the multiplexing option is billed in its entirety to the COR for the EICT or ITP (i.e., the EIC Service COR or the designated EICT or ITP COR).
- If the interexchange carrier orders the Switched Access Service directly, the interexchange carrier will be the Switched Access Service COR and the interconnector will be the Expanded Interconnection-Collocation Service COR.
- If the interconnector designates a different COR for the EICT or ITP, the designated EICT or ITP COR must provide the Company with an LOA as set forth in 21.1, following. The EICT or ITP will be ordered and billed in its entirety to the designated COR. The Switched Access Service connected to the EICT or ITP may be ordered and billed to the Switched Access Service COR, the designated EICT or ITP COR, or the Expanded Interconnection-Collocation Service COR.



**ACCESS SERVICE****2. GENERAL REGULATIONS****2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)****2.3.16 DETERMINATION OF THE CUSTOMER OF RECORD WHEN SWITCHED ACCESS SERVICE UTILIZES TANDEM SIGNALING INFORMATION**

The customer of record for CST3 or FGD Service and the customer of record for an Entrance Facility (EF) and a Direct-Trunked Transport (DTT) facility equipped with Tandem Signaling Information (TSI) may be different as set forth following:

- A Tandem Service Provider (TSP) may order, in its own name, originating and/or terminating CST3 or FGD Service, an EF and a DTT facility equipped with TSI. In this case, the TSP is the customer of record for all rates and charges between the Company end office and the TSP's premises.
- If a customer other than a TSP orders originating CST3 or FGD Service directly, that customer is the customer of record for all recurring usage rate elements associated with originating CST3 or FGD Service and the nonrecurring charges. The TSP is the customer of record for the EF recurring and nonrecurring charges and the DTT recurring rate element when the DTT facility is equipped with TSI between the Company end office and the Company serving wire center of the TSP's premises.
- If a TSP orders originating CST3 or FGD Service as an agent of the customer, that customer is the customer of record for all recurring usage rate elements associated with originating CST3 or FGD Service and the nonrecurring charges. The TSP is the customer of record for the EF recurring and nonrecurring charges and the DTT recurring rate element when the DTT facility is equipped with TSI between the Company end office and the Company serving wire center of the TSP's premises.
- For one-way provisioned terminating CST3 or FGD service between the Company end office and the TSP's premises, the TSP is the customer of record and is responsible for ordering terminating CST3 or FGD service for their customer. The customer, at their request, may choose to have the rates and charges for terminating CST3 or FGD service billed to them directly or enter into a bill data arrangement with the Company to bill the IC customer as set forth in 13.11, following.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES****2.4.1 PAYMENT OF RATES, CHARGES AND DEPOSITS**

- A. The Telephone Company will, in order to safeguard its interests, only require a customer who has a proven history of late payments to the Telephone Company or does not have established credit to make a deposit prior to or at any time after the provision of service to the customer to be held by the Telephone Company as a guarantee of the payment of rates and charges. No such deposit will be required of a customer which is a successor of a company which has established credit and has no history of late payments to the Telephone Company. Such deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the customer from complying with the Telephone Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the customer is terminated, the amount of the deposit will be credited to the customer's account, and any credit balance which may remain will be refunded. Such a deposit will be refunded or credited to the account when the customer has established credit or, in any event, after the customer has established a one year prompt payment record at any time prior to the termination of the provision of the service to the customer. In case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive interest at the same percentage rate as that set forth in B.3.b.(1) or in B.3.b.(2), following, whichever is lower.

The rate will be compounded daily for the number of days from the date the customer deposit is received by the Telephone Company to and including the date such deposit is credited to the customer's account or the date the deposit is refunded by the Telephone Company. Should a deposit be credited to the customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credit to the customer's account.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES****2.4.1 PAYMENT OF RATES, CHARGES AND DEPOSITS (Cont'd)**

- B. The Company shall bill on a current basis all charges incurred by and credits due to the customer under this Tariff attributable to services, including, but not limited to, Maintenance of Service as set forth in 13.4, following, established or discontinued during the preceding billing period. In addition, the Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government, which will be billed in arrears. The bill day (i.e., the billing date of a bill for a customer for Access Service under this Tariff), the period of service each bill covers, and the payment date will be as follows:
1. For IC Subscription, as set forth in Section 13, and End User Access Service, as set forth in Section 4, the Company will establish a bill day each month for each customer account. The bill will cover End User Access Service charges and IC Subscription charges for the ensuing billing periods, except for the Federal Government, which will be billed in arrears. Any applicable charges, any known unbilled charges for prior periods and any known unbilled adjustments for prior periods will be applied. Such bills are due when rendered.
  2. For all other services (excluding 1., preceding, EIC QPF Fees and EIC nonrecurring charges on the quotation as set forth in Section 21, following), the Company will establish a bill day each month for each customer account. The bill will cover non-usage-sensitive service charges for the ensuing billing period and any known unbilled non-usage-sensitive charges. Any known unbilled usage charges for prior periods and any known unbilled adjustments will also be applied to this bill. Payment for such bills is due as set forth in 3., following. If payment is not received by the payment date, as set forth in 3., following, in immediately available funds, a late payment penalty will apply as set forth in 3., following.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES****2.4.1 PAYMENT OF RATES, CHARGES AND DEPOSITS**

B. (Cont'd)

**3. Payment Due Date and Late Payment Penalty**

- a. All bills provided to the customer by the Company, as set forth in 2., preceding and excluding 1., preceding, are due (payment date) and payable in immediately available funds by the next bill date (i.e., same date in the following month as the bill date). If such payment date would cause payment to be due on a Saturday, Sunday or holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Veteran's Day, Christmas Day and a day when Washington's Birthday or Memorial Day or Columbus Day is legally observed) payment for such bills will be due from the customer as follows:
  - If such payment date falls on a Sunday or on a holiday which is observed on a Monday, the payment date shall be the first non-holiday day following such Sunday or holiday. If such payment date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-holiday day preceding such Saturday or holiday.
- b. Further, if any portion of the payment is received by the Company after the payment date as set forth in a. preceding, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment date times a late factor. The late factor shall be the lesser of:
  - (1) The highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that the customer actually makes the payment to the Company, or
  - (2) 0.000407 per day, compounded daily for the number of days from the payment date to and including the date that the customer actually makes the payment to the Company.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES****2.4.1 PAYMENT OF RATES, CHARGES AND DEPOSITS****B.3. (Cont'd)**

- c. In the event of a billing dispute, the customer must submit a documented claim for the disputed amount. If the claim is submitted within 90 days of the payment due date, any interest credits due the customer upon resolution of the dispute shall be calculated from the bill payment date. If the customer submits a claim for the disputed amount more than 90 days from the payment due date, any interest credits due the customer upon resolution of the dispute shall be calculated from the later of the date the claim was submitted, or the bill payment date. Any undisputed amounts withheld by the customer in conjunction with disputed amounts withheld, shall be subject to the late payment penalty, as set forth in b. preceding. The Telephone Company will resolve the dispute and assess interest credits or penalties to the customer as follows:
- If the dispute is resolved in favor of the Telephone Company and the customer has paid the disputed amount on or before the payment due date, no interest credits or penalties will apply.
  - If the dispute is resolved in favor of the Telephone Company and the customer has withheld the disputed amount, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty as set forth in b. preceding.
  - If the dispute is resolved in favor of the customer and the customer has withheld the disputed amount, no interest credits or penalties will apply.
  - If the dispute is resolved in favor of the customer and the customer has paid the disputed amount, the customer will receive an interest credit from the Telephone Company for the disputed amount times a late factor. The late factor shall be the lesser of:

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES****2.4.1 PAYMENT OF RATES, CHARGES AND DEPOSITS****B.3.c. (Cont'd)**

- (1) The highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date when payment was made or credit claimed in accordance with c., preceding, to and including the payment due date (as set forth in 3.a., preceding) of the bill that reflects the credit for the disputed amount. In the event that the Company agrees to refund a credit by check or wire transfer, interest will be applied up to and including the date of issuance for either the check or wire transfer.
  - (2) 0.000407 per day, compounded daily for the number of days from the date when payment was made or credit claimed in accordance with c. preceding, to and including the payment due date (as set forth in 3.a., preceding) of the bill that reflects the credit for the disputed amount. In the event that the Company agrees to refund a credit by check or wire transfer, interest will be applied up to and including the date of issuance for either the check or wire transfer.
- C. Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this Tariff is prorated to the number of days or major fraction of days based on a 30 day month except for the Presubscribed Interexchange Carrier Charge (PICC). The PICC is assessed for the full 30 day period when it is assessed to the presubscribed carrier. When the PICC is assessed to the end user or reseller, the PICC is prorated as set forth above. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill.
- D. When a rate as set forth in this Tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- E. When more than one copy of a customer bill for services provided under the provisions of this Tariff is furnished to the customer, an additional charge applies for each additional copy of the bill as set forth in 13.10, following.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)****2.4.2 MINIMUM PERIODS**

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified.

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

- A. When a service with a one month minimum period is discontinued prior to the expiration of the minimum period, a one month charge will apply at the rate level in effect at the time service is discontinued.
- B. When a Switched Access service with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, the applicable charge will be the lesser of the following:
  - The Company's total nonrecoverable costs less the net salvage value for the discontinued service, or
  - The total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period.
- C. When a service other than Switched Access with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, discontinuance charges will apply as described in the appropriate pricing plan.
- D. When a PLTS with a minimum period greater than one month is changed to a higher capacity PLTS, the applicable charge will be the lesser of the following:
  - The Company's total nonrecoverable costs less the net salvage value for the lower capacity service, or
  - The total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)****2.4.3 CANCELLATION OF AN ORDER FOR SERVICE**

Provisions for the cancellation of an order for Switched Access, Private Line Transport Service or any other Access Services set forth in Section 5, following.

**2.4.4 CREDIT ALLOWANCE FOR SERVICE INTERRUPTIONS****A. General**

A service is interrupted when it becomes unusable to the customer because of a failure of one or more facility components used to furnish service under this Tariff or in the event that the protective controls applied by the Company result in the complete loss of service by the customer as set forth in 6.5.1, following. An interruption period starts when an inoperative service is reported to the Company, and ends when the service is operative excluding the following:

- Customer requested monitoring and
- Other times when the service or customer's premises is not available for testing or repair of the service.

Reports of an inoperative service will be taken only from the customer of record for that particular service.

Refer to 7.1.2.F. for Service Interruption and Credits, including Service Guarantee-Repair, for regulations and credits that apply to services in Section 7. Those services include, but are not limited to: Low Speed-Data, Voice Grade, Digital Data, DS1, DS3, Video, SONET Ring Services, and Synchronous Service Transport.



**ACCESS SERVICE****2. GENERAL REGULATIONS****2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES****2.4.4 CREDIT ALLOWANCE FOR SERVICE INTERRUPTIONS (Cont'd)****B. When a Credit Allowance Applies**

The credit allowance(s) for an interruption or for a series of interruptions shall not exceed (a) any applicable monthly charges or (b) the assumed minutes of use charge for the service interrupted in any one monthly billing period.

**1. Service Guarantee - Repair**

For services in Section 7, Service Guarantee-Repair conditions and allowances are specified in 7.1.2.F.

**2. Switched Access Service SHARP**

For Switched Access Service SHARP, out of service credit will apply when the customer experiences a service interruption and the system fails to switch to the protected electronics and/or facilities within one second. Such credit will be based on information provided by the network surveillance system associated with SHARP. In the event of a service interruption, one month's billing credit of the protected service will be given. Such credit will apply to the DS1 and/or DS3 SHARP facility rate element. Credit will be limited to a maximum of one month for an interruption or series of interruptions within that month. Optical SHARP does not provide a credit allowance.

**3. Public Packet Switching Network Service, Section 10 and 12 Specialized Service or Arrangements, and other PLTS not covered under Service Guarantee - Repair**

For Public Packet Switching Network Service, Section 10 and 12 Specialized Service or Arrangements and other PLTS not covered under Service Guarantee - Repair, no credit shall be allowed for an interruption of less than four hours. The customer shall be credited for an interruption of four hours or more at the rate of 1/180 of the monthly charges for the facility or service for each period of four hours or major fraction thereof that the interruption continues. The credit is determined based on the total of all the monthly rate element charges associated with that portion of the service which is inoperative.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES****2.4.4 CREDIT ALLOWANCE FOR SERVICE INTERRUPTIONS****B. When a Credit Allowance Applies (Cont'd)****4. Switched Access Service**

For Switched Access Service (including CCSAC and LIDB) and Directory Assistance Service, other than Entrance Facilities and Direct-Trunked Transport Facilities, no credit shall be allowed for an interruption of less than 24 hours. The customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of (a) any applicable monthly rates or (b) the assumed minutes of use charge for each period of 24 hours or major fraction thereof that the interruption continues.

For Switched Access Entrance Facilities, Direct-Trunked Transport Facilities and any optional multiplexing arrangements associated with such facilities, no credit shall be allowed for an interruption of less than 30 minutes. The customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for each period of 30 minutes or major fraction thereof that the interruption continues. The monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service (i.e., Entrance Facility, Direct-Trunked Transport Facility and Multiplexer) that is inoperative.

**5. Specialized Service or Arrangements**

Service interruptions for Specialized Service or Arrangements provided under the provisions of Sections 10 or 12, following, shall be administered in the same manner as those set forth in this section unless other regulations are specified with the individual case filing.

**6. Frame Relay Service**

For Frame Relay Service up to 128 kbps, no credit shall be allowed for an interruption of less than one hour. The customer shall be credited for an interruption of one (1) hour or subsequent fraction thereof that the interruption continues, at the rate of 1/30 (1 day) of the monthly rates for the interrupted service or the affected portion thereof. For the purpose of determining the allowance, every month is considered to have 30 days.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES****2.4.4 CREDIT ALLOWANCE FOR SERVICE INTERRUPTIONS****B. When a Credit Allowance Applies (Cont'd)****7. Expanded Interconnection - Collocation Service**

For Expanded Interconnection - Collocation Service, no credit shall be allowed for interruption of an EICT, ITP, or any other Company-provided EIC facility or Company-provided EIC component (e.g., VEIC Entrance Facility, VEIC -48 Volt DC Power and VEIC -48 Volt DC Power Cable), of less than 4 hours. The customer shall be credited for an interruption of 4 hours or more at the rate of 1/180 of the monthly charges for the facility or service for each period of 4 hours or major fraction thereof that the interruption continues.

An interruption of service due to failure of Interconnector Designated Equipment (IDE) and fiber optic cable as specified by the COR as set forth in Section 21, following, does not qualify as an interruption of service for EIC Service (e.g., no credit shall be allowed for the Company-provided EICT, VEIC Entrance Facility, VEIC -48 Volt DC Power and VEIC -48 Volt DC Power Cable) or any other Company-provided service in this Tariff interconnected to EIC Service. When the interconnector provides the Company with operative maintenance spares, the Company will apply the VEIC Equipment Maintenance - Labor charge as set forth in 21.7.1, following.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES****2.4.4 CREDIT ALLOWANCE FOR SERVICE INTERRUPTIONS****B. When a Credit Allowance Applies (Cont'd)****8. Service Guarantee - Diversity**

The Company assures that Voice Grade Analog Service, Digital Data Service, Digital Data Service 2-Wire, DS1 and DS3 Service, and SST ordered with Diversity will meet the requirements as set forth in Section 11.1.A., following. Should both the primary route and the diverse (secondary) route fail at the same time and a minimum separation of 25 feet has not been provided, a Service Guarantee for Diversity credit, as set forth in 11.2.1, following, will be given to the customer provided that the following conditions have been met:

- the circuits are entirely within Company territory,
- there is a one-for-one ratio between the primary circuit and the secondary circuit,
- both circuits must fail at the same time,
- at the time of the repair of the two circuits, it is discovered that the circuits were not 25 feet apart and the repair problem occurred at a location where the two circuits should have had a 25 foot separation, and
- both circuits were reported to repair for the same incident.

Service Guarantee for Diversity applies for all circuits ordered with Diversity. The customer is responsible for any changes when Diversity is ordered to any existing service. The customer must notify the Company that the same changes be made to the secondary route at the same time. Should changes be ordered for the primary route and the same changes are not made for the secondary route, Service Guarantee - Repair credit, specified in 7.1.2.F., will apply instead of Service Guarantee for Diversity.

**9. Common Line**

When there is an interruption to a common line, requested credit allowances for End User Common Line and PICC rate elements are provided as set forth for the local exchange service for end user and reseller billed rates only. No credit allowance is made for an interruption to a common line when the PICC is assessed to the presubscribed carrier.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES****2.4.4 CREDIT ALLOWANCE FOR SERVICE INTERRUPTIONS (Cont'd)****C. When Credit Allowances Do Not Apply**

No credit allowance will be provided for any service when any of the following conditions exist:

1. Interruptions caused by the negligence of the customer.
2. Interruptions of a service due to the failure of equipment or systems provided by the customer or others including the COR of the IDE and the fiber optic cable.
3. Interruptions of a service during any period in which the Company is not afforded access to the premises where the service is terminated.
4. Interruptions of a service when the customer has released that service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the customer prior to the release of that service. Thereafter, a credit allowance as set forth in B., preceding, or 7.1.2.F., following, applies.
5. Interruptions of a service which continue because of the failure of the customer to authorized replacement of any element of special construction, as set forth in Tariff F.C.C. No. 2. The period for which no credit allowance is made begins on the seventh day after the customer receives the Company's written notification of the need for such replacement and ends on the day after receipt by the Company of the customer's written authorization for such replacement.
6. Periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
7. Periods of temporary discontinuance as set forth in 2.2.1.B. and 2.1.3.A.6, preceding.
8. Periods of interruption as set forth in 13.4, following.
9. An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES****2.4.4 CREDIT ALLOWANCE FOR SERVICE INTERRUPTIONS****C. When Credit Allowances Do Not Apply (Cont'd)**

10. An interruption of service resulting from failure of IDE and/or interconnector-owned fiber optic cable does not qualify as an interruption of service for EIC Service or any other Company-provided service in this Tariff interconnected to EIC Service. For example, no credit shall be allowed for the Company-provided EICT, ITP, VEIC Entrance Facility, VEIC-48 Volt DC Power and VEIC-48 Volt DC Power Cable, etc. Any disputes regarding credit allowances for said interruption between the COR of the EICT, ITP, or any Company-provided services connected to the EICT or ITP, and the COR for the IDE shall be settled between the customers without involving the Company.
11. An interruption of local exchange service shall not result in a credit allowance for the PICC when that charge is assessed to the presubscribed carrier.
12. Credit does not apply when the circuits are not entirely within Company territory.

**D. Use of an Alternative Service Provided by the Company**

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

**E. Temporary Surrender of a Service**

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

**ACCESS SERVICE**

**2. GENERAL REGULATIONS**

**2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)**

**2.4.5 RE-ESTABLISHMENT OF SERVICE FOLLOWING FIRE, FLOOD OR OTHER OCCURRENCE**

**A. Nonrecurring Charges Do Not Apply**

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

1. The service is of the same type as was provided prior to the fire, flood or other occurrence.
2. The service is for the same customer.
3. The service is at the location on the same premises.
4. The re-establishment of service begins within 60 days after Telephone Company service is available. (The 60 day period may be extended a reasonable period if the renovation of the original location on the premise affected is not practical within the allotted time period.)

**B. Nonrecurring Charges Apply**

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

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)****2.4.6 TITLE OR OWNERSHIP RIGHTS**

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

**2.4.7 ORDERING, RATING AND BILLING OF ACCESS SERVICES WHERE MORE THAN ONE EXCHANGE TELEPHONE COMPANY IS INVOLVED**

The Multiple Exchange Carrier Access Billing (MECAB) (Technical Reference ATIS/OBF-MECAB) and the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD) (Technical Reference ATIS/OBF-MECOD) are the standards on which the regulations in the following paragraphs are based. These standards determine the ordering, rating and billing for access services when the service is provided by more than one Exchange Telephone Company.

All information necessary for billing, ordering and design coordination will be provided based on the standards in the MECAB and MECOD guidelines to ensure that jointly provided access services are installed, tested and turned up in a timely manner.

**A. CSL and Feature Group A Switched Access Service**

1. The ordering, rating and billing of CSL or Feature Group A Switched Access Service will be based on revenue-sharing agreements between the Exchange Carriers jointly providing the service.
2. For CSL or Feature Group A Switched Access Service, the Exchange Telephone Company in whose territory the first point of switching is located will accept the order. In addition, the Exchange Telephone Company in whose territory the customer's point of termination is located must also receive a copy of the order from the customer.
3. The Exchange Telephone Company that accepts the order will then determine the charges involved, arrange to provide the Access Service ordered and bill the charges in accordance with its Access Service Tariff.



**ACCESS SERVICE****2. GENERAL REGULATIONS****2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES****2.4.7 ORDERING, RATING AND BILLING OF ACCESS SERVICES WHERE MORE THAN ONE EXCHANGE TELEPHONE COMPANY IS INVOLVED (Cont'd)**

- B. CST1, CST2, CST3, Feature Groups B, C and D Switched Access Service, Private Line Transport Service, and Directory Assistance Access Service.

All Meet Point Billing provisions will remain in effect until further notice by the Federal Communications Commission.

When more than one Exchange Telephone Company is involved in the provision of Access Service the customer requesting initial service will be notified in writing at least 30 days prior to the initial billing date which Exchange Telephone Company's set of terms and conditions apply, and of the billing arrangement for any jointly-provided Access Service ordered. Customers requesting additional service will not be notified unless a change in the existing billing arrangement is made. In the event of a change in the existing billing arrangement, the customer will be notified in writing at least 30 days prior to the date when the Exchange Telephone Companies involved in the provision of Access Service agree to change from one billing arrangement to another. Notification will also include the customer's method of payment.

1. Each Exchange Telephone Company involved shall receive a copy of the order. The Exchange Telephone Company that accepts the order and/or bills the customer is determined as follows:
  - a. CST1, CST2, CST3, FGB, FGC and FGD ordered to an end office - The Exchange Telephone Company where the end office is located will accept the order and bill the customer.
  - b. CST1, CST2, CST3, FGB, FGC and FGD ordered to an access tandem - The Exchange Telephone Company that owns the access tandem will accept the order. The Exchange Telephone Company that owns the end office(s) that subtend the access tandem will bill the customer.
  - c. CST3 and FGD Service ordered to a customer-provided tandem - The Exchange Telephone Company in whose territory the customer-provided tandem resides will accept the order. The Exchange Telephone Company that owns the equal access end office(s) that subtend the customer-provided tandem will bill the customer in accordance with the customer of record determination as set forth in 2.3.16, preceding.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES****2.4.7 ORDERING, RATING AND BILLING OF ACCESS SERVICES WHERE MORE THAN ONE EXCHANGE TELEPHONE COMPANY IS INVOLVED****B.1. (Cont'd)**

- d. Voice DA - The Exchange Telephone Company where the Directory Assistance bureau is located will accept the order and bill the customer.
  - e. Private Line Transport Service with or without Hub - Each Exchange Telephone Company involved will receive a copy of the order from the customer. The customer will be notified within 15 days after placing the order, which Exchange Telephone Company will accept the order and which Exchange Telephone Company will bill the customer.
2. Upon agreement between the Exchange Telephone Companies involved, a single bill will be rendered to the customer. The Exchange Telephone Company rendering the bill is the Exchange Telephone Company as determined in 1., preceding. There are three single bill alternatives that the Exchange Telephone Companies may agree to provide and are described following.

There are payment options with Alternative No. 1 and Alternative No. 2. In the first payment option, the Exchange Telephone Companies can require the customer to remit payment via a single check to the bill rendering Exchange Telephone Company. In the second payment option, the Exchange Telephone Companies can require the customer to remit payment via multiple checks to all of the Exchange Telephone Companies jointly provisioning the access service to the customer.

a. Alternative No. 1[1]

The Exchange Telephone Company that will render the single bill will separately identify the rates and charges of each Exchange Telephone Company involved. The billing Exchange Telephone Company will maintain and administer in its billing system the applicable rates and charges for all of the involved Exchange Telephone Companies. The Exchange Telephone Companies not rendering the single bill will provide the interpretation and application of their tariffs to the billing Exchange Telephone Company.

[1] Also termed Single Bill - Multiple Tariff

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES****2.4.7 ORDERING, RATING AND BILLING OF ACCESS SERVICES WHERE MORE THAN ONE EXCHANGE TELEPHONE COMPANY IS INVOLVED****B.2. (Cont'd)****b. Alternative No. 2[1]**

The Exchange Telephone Company that will render the single bill will receive a prepared bill from each involved Exchange Telephone Company. For Switched Access and/or Voice DA Services, the billing Exchange Telephone Company will receive prepared bills without usage data. The billing Exchange Telephone Company will then apply usage data to the bills, calculate the charges and combine all of the bills into one bill. For usage-rated services, the billing Exchange Telephone Company and the non-billing Exchange Telephone Company will use the same amount of usage on the bill.

**c. Alternative No. 3[2]**

The Exchange Telephone Company that will render the single bill will include in its rates and charges the costs of each Exchange Telephone Company involved and will bill for the entire access service(s) ordered. For usage-rated services, the billing Exchange Telephone Company and the non-billing Exchange Telephone Company will use the same amount of usage on the bill.

The rates and charges for each Exchange Telephone Company are based upon billing percentages. These billing percentages are agreed upon by each Exchange Telephone Company.

The customer will receive from the non-billing Exchange Telephone Company a written agency agreement authorizing payment to the billing Exchange Telephone Company.

[1] Also termed Single Bill - Pass Through

[2] Also termed Single Bill - Single Tariff

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES****2.4.7 ORDERING, RATING AND BILLING OF ACCESS SERVICES WHERE MORE THAN ONE EXCHANGE TELEPHONE COMPANY IS INVOLVED**

- B. CST1, CST2, CST3, Feature Groups B, C and D Switched Access Service, Private Line Transport Service, and Directory Assistance Access Service. (Cont'd)
3. If the Exchange Telephone Companies involved cannot agree upon a single bill alternative, then each Exchange Telephone Company will render a separate bill to the customer. This billing arrangement is described in 4., following.
4. When the Exchange Telephone Companies involved agree to render separate bills the following regulations apply:
- a. Each Exchange Telephone Company involved will accept the order from the customer.
  - b. Each Exchange Telephone Company will provide the portion of the Transport or Channel Mileage element in its operating territory and will bill the charges in accordance with its access Service tariff. All other appropriate charges in each Exchange Telephone Company's tariff are applicable.
  - c. Each Exchange Telephone Company will render bills for nonrecurring charges as they are incurred. Bills for recurring charges will not be rendered until the service ordered can be provided by all of the Exchange Telephone Companies involved.
  - d. Each Exchange Telephone Company will determine the appropriate Transport or Channel Mileage by computing the airline mileage between the two ends of the Transport or Channel Mileage element using the V&H methods as set forth in 6.7.11 and 7.1.1.E., following.
  - e. Each Exchange Telephone Company will determine the rate for the airline mileage determined in d. preceding using the Telephone Company's tariff. Multiply such rate by the Telephone Company's billing percentage factor and divide by 100 to obtain the Transport element or Channel Mileage element charges.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES****2.4.7 ORDERING, RATING AND BILLING OF ACCESS SERVICES WHERE MORE THAN ONE EXCHANGE TELEPHONE COMPANY IS INVOLVED (Cont'd)**

- C. The billing percentages will be agreed upon by the Exchange Telephone Companies involved and listed in National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.
- D. When jointly provisioned Access Service is provided between the Company and another Exchange Telephone Company, the appropriate Switched Access recurring rates will be applied based on the type of Switched Transport provided, Tandem-Switched Transport (TST) or Direct-Trunked Transport (DTT).

For Switched Access Service provisioned as TST, the appropriate Switched Access recurring rates will be applied as follows: 1) multiply the Tandem Transmission fixed rate by the minutes of use (MOU) by the billing percentage (BP), 2) multiply the Tandem Transmission per-mile rate by the number of miles, by the MOU by the BP, and 3) all other appropriate Switched Access recurring rate elements at 100 percent, if applicable.

For Switched Access Service provisioned as DTT, the recurring rates will be applied as follows: 1) multiply the monthly Transport Channel fixed rate by the BP, 2) multiply the monthly Transport Channel per-mile rate by the number of miles, by the BP, and 3) all other appropriate Switched Access recurring rate elements at 100 percent, if applicable.

The Exchange Telephone Company that owns the access tandem will assess the appropriate access tandem recurring rates at 100 percent. The Exchange Telephone Company that owns the end office will assess the appropriate end office recurring rates at 100 percent.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES****2.4.7 ORDERING, RATING AND BILLING OF ACCESS SERVICES WHERE MORE THAN ONE EXCHANGE TELEPHONE COMPANY IS INVOLVED****D. (Cont'd)**

The appropriate Private Line Transport recurring rates will be applied as follows: 1) multiply the appropriate Private Line Transport Channel Mileage Fixed (CMF) and Channel Mileage Variable (CMV) rates by the BP, and 2) all other appropriate Private Line Transport recurring rate elements at 100 percent, if applicable (e.g., 100 percent of the Channel Termination rate for the Channel Termination provided by the Company).

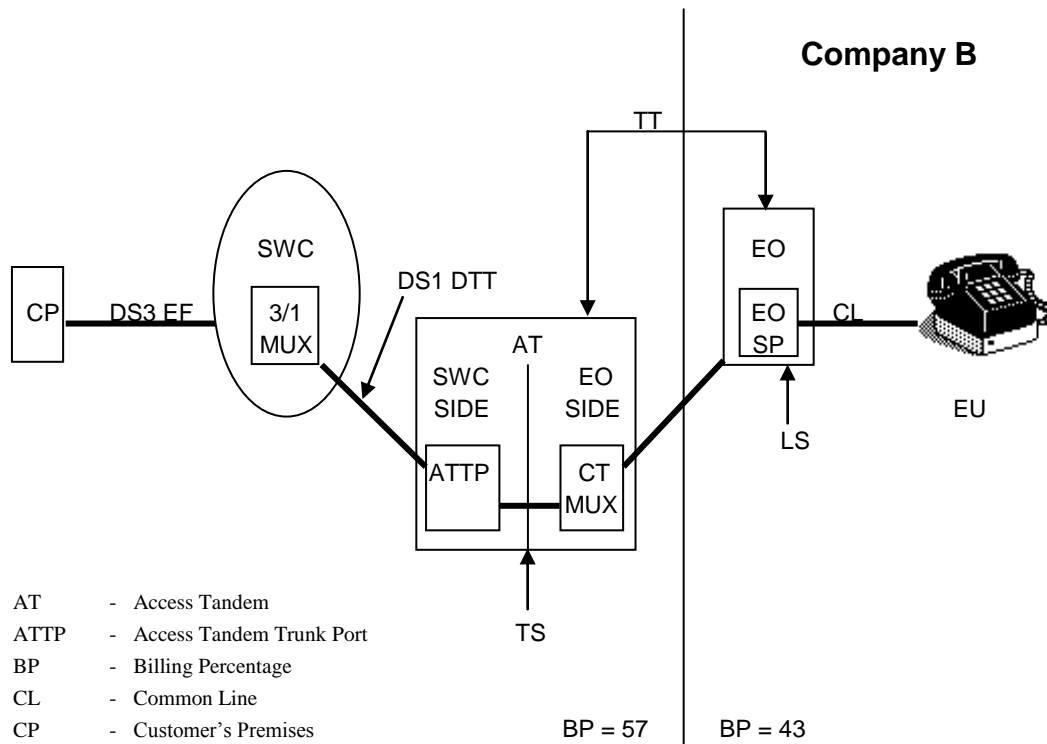
- E. When jointly provisioned Switched or Private Line Transport service is provided and the Company is the intermediate non-terminating carrier, only the recurring Tandem Transmission per-mile rate or DTT per-mile rate for Switched Access service or the recurring CMV rate for Private Line Transport service will apply. The Tandem Transmission per-mile rate or DTT per-mile rate will be determined by multiplying the appropriate rate by the MOU by the number of miles, by the BP. The DTT per-mile rate will be determined by multiplying the appropriate DTT per-mile monthly rate by the number of miles by the BP. The CMV rate will be determined by multiplying the appropriate CMV rate by the BP. If the Company provides the access tandem, all appropriate access tandem recurring rates will apply at 100 percent.

When the Company is the intermediate non-terminating carrier, all mileage rate elements will be applied at the Zone Three rate.

- F. When jointly provisioned access service is provided between the Company and another Exchange Company, or when the Company is the intermediate non-terminating carrier, the appropriate nonrecurring charges and/or one time charges shall apply. The BP is not applied to nonrecurring and/or one time charges.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES****2.4.7 ORDERING, RATING AND BILLING OF ACCESS SERVICES WHERE MORE THAN ONE EXCHANGE TELEPHONE COMPANY IS INVOLVED (Cont'd)**

- G. Example - Switched Access provisioned by Direct Trunked Transport and Tandem Switched Transport

**Feature Group D Access Service Ordered**

- AT - Access Tandem
- ATTP - Access Tandem Trunk Port
- BP - Billing Percentage
- CL - Common Line
- CP - Customer's Premises
- CT MUX - Common Transport Multiplexing
- DTT - Direct Trunked Transport
- EF - Entrance Facility
- EO - End Office
- EO SP - End Office Shared Port
- EU - End User
- LS - Local Switching
- MUX - EF Multiplexer
- SWC - Serving Wire Center
- TS - Tandem Switching
- TT - Tandem Transmission

**ACCESS SERVICE**

**2. GENERAL REGULATIONS**

**2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES**

**2.4.7 ORDERING, RATING AND BILLING OF ACCESS SERVICES WHERE MORE THAN ONE EXCHANGE TELEPHONE COMPANY IS INVOLVED**

**G. Example - Switched Access provisioned by Direct Trunked Transport and Tandem-Switched Transport (Cont'd)**

**1. Layout**

- a. Feature Group D Switched Access is ordered to an end office via DTT & TST.
- b. The premises of ordering customer, the serving wire center (SWC) of that premises, and the access tandem are in operating territory of Exchange Telephone Company A.
- c. The customer orders a DS3 Entrance Facility from the customer's premises to the SWC with a 3/1 Mux in the SWC.
- d. The customer orders a DS1 DTT to the AT.
- e. The BP for TT is 57 for Exchange Telephone Company A.
- f. The end office is in the operating territory of Exchange Telephone Company B.
- g. The BP for transport is 43 for Exchange Telephone Company B.



**ACCESS SERVICE****2. GENERAL REGULATIONS****2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)****2.4.8 ORDERING, RATING AND BILLING OF SWITCHED ACCESS SERVICE PROVIDED IN CONJUNCTION WITH A COMMERCIAL MOBILE RADIO SERVICE PROVIDER**

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

If the Company and the Commercial Mobile Radio Service provider have agreed to jointly provide the Switched Access Service, the Meet Point Billing provisions as set forth in 2.4.7, preceding, shall determine the ordering, rating and billing for access services.

If the Company and the Commercial Mobile Radio Service provider have not agreed to jointly provide the Switched Access Service under the provisions of Meet point Billing, the Company shall provide the Switched Access Service to the carrier subject to the following rules.

- If the Company provides the Switched Transport and provides end office local switching functions, the customer will be assessed all applicable Switched Access charges (i.e., Switched Transport and Local Switching). Carrier Common Line charges, as set forth in Section 3, following, and End User Access Service charges, as set forth in Section 4, following, are not assessed.
- If the Company provides the Switched Transport and does not provide end office local switching functions, the Company will assess all applicable Switched Access charges. Local Switching, Carrier Common Line charges and End User Access Service charges are not assessed by the Company.

(C)

The mileage to be used to determine the Switched Transport charge is calculated as set forth in 6.7.11, following.

**ACCESS SERVICE**

**2. GENERAL REGULATIONS**

**2.5 CONNECTIONS**

**2.5.1 GENERAL**

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

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.6 DEFINITIONS**

Certain terms used herein are defined as follows:

Access Code

The term "Access Code" denotes a uniform seven digit code unique to an individual customer. The seven digit code has the form 950-XXXX or 101XXXX.

Access Minutes

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

Access Service Group (ASG)

The term "Access Service Group" denotes a group of like access services ordered to an end office or access tandem switch or to a dial tone office.

Access Tandem

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

Access Transport Parameter (ATP)

The term "Access Transport Parameter (ATP)" denotes the SS7 out of band signaling parameter which provides the automatic transmission of information from the originating calling location through the Common Channel Signaling Network. Information supplied using ATP may consist of one or more of the following: Called Party Subaddress; Calling Party Subaddress; High and Low Layer Compatibility and Compatibility Checking by the called party's equipment.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.6 DEFINITIONS (Cont'd)**Add/Drop Multiplexing (ADM)

The term "Add/Drop Multiplexing (ADM)" denotes a multiplexing function that allows lower level signals to be added or dropped from an optical carrier channel.

Advanced Communications Services (ACS) Network

The term "Advanced Communications Services (ACS) Network" denotes the commonly shared, geographically distributed arrangement of interoperating advanced communications components. Together, these components provide advanced communications services and/or functionalities of a specified type to multiple customers.

Agent

The term "Agent" denotes any individual, corporation, or other entity who an end user or location provider designates to act on its behalf before the Company whether in conjunction with the selection of a primary IC or in conjunction with other matters pertaining to the end user's or location provider's service.

Aggregated Network Access Points (ANAP)

The term "Aggregated Network Access Points (ANAP)" denotes the ATM and FRS service points within the Company network and designated customer locations for combining network connections from customer sites.

Aggregator

The term "Aggregator" denotes any individual, partnership, association, joint-stock company, trust, corporation, governmental entity or any other entity as defined under Part 64.708b. of the F.C.C. Rules and Regulations.

Answer/Disconnect Supervision

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

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.6 DEFINITIONS (Cont'd)**Attenuation Distortion

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

Automatic Number Identification (ANI)

The term "Automatic Number Identification" (ANI) denotes the automatic transmission of information digits and a seven or ten digit number to the customer's premises for calls originating in the LATA, to identify the calling station.

Automatic Number Identification Information Digits (ANII)

The term "Automatic Number Identification Information Digits" (ANII) denotes the two digit ANII pair assignment made by the North American Numbering Plan Administrator at Telcordia. The information digits precede the 7 or 10 digit telephone number on the ANI record and inform the customer of the calling party's class of service for billing, routing and special handling purposes.

Balance (100 Type) Test Line

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

Bit

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

Business Day

The term "Business Day" denotes the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 A.M. to 5:00 or 6:00 P.M., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty-hour work week. However, Business Day hours for the Company may vary based on company policy, union contract and location. To determine such hours for an individual company, or company location, that company should be contacted at the address shown under the Issuing Carrier's name listed on Title Page, preceding, or shown under the Concurring Carrier's name listed subsequent to the Table of Contents.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.6 DEFINITIONS (Cont'd)**Busy Hour Minutes of Capacity (BHMC)

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

Busy Line Interruption

The term "Busy Line Interruption" denotes the process by which a Company operator, verifies the conversation status of a telephone line, interrupts the conversation, informs the user that a caller is attempting to reach the telephone line and requests the user to release the telephone line.

Busy Line Verification

The term "Busy Line Verification" denotes the process by which a Company operator verifies the conversation status of a telephone line.

Calendar Day

The term "Calendar Day" denotes the days of the year from January 1 through December 31. When utilized in conjunction with determination of Standard Intervals, it denotes any day between January 1 through December 31 including Holidays.

Call

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

Calling Party Number (CPN)

The term "Calling Party Number" (CPN) denotes the SS7 out of band signaling parameter which automatically transmits the calling party's ten-digit telephone number to the customer's premises for calls originating in the LATA.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.6 DEFINITIONS (Cont'd)**Carrier Identification Parameter (CIP)

The term "Carrier Identification Parameter" (CIP) denotes the SS7 out of band signaling parameter which transmits the Carrier Identification Code (CIC) of the presubscribed carrier or the Access Code (101XXXX) dialed by the calling party to the customer as part of the Initial Address Message (IAM).

Carrier Or Common Carrier

See "Interexchange Carrier".

Carrier Selection Parameter (CSP)

The term "Carrier Selection Parameter" (CSP) denotes the SS7 out of band signaling parameter which identifies whether the dialing end user accessed the customer's network through a presubscribed line or by dialing the customer's 101XXXX code.

CCS

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

Central Office (CO)

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

Central Office Prefix

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

Centralized Automatic Reporting On Trunks (CAROT) Testing

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

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.6 DEFINITIONS (Cont'd)**Channel(s)

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

Channelize

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

Charge Number (CN)

The term "Charge Number" denotes the SS7 out of band signaling parameter which is equivalent to the 10-digit ANI telephone number.

CLEC (Competitive Local Exchange Carrier)

The term "CLEC" denotes a telecommunications company, certified by a state utilities commission, to provide a competitive local exchange service in ILEC Territory.

C-Message Noise

The term "C-Message Noise" denotes the frequency weighted short term average noise within an idle voice channel. The frequency weighting, called C-message, is used to account for the variations in 500-type telephone set transducer efficiency and user annoyance, to tones as a function of frequency.

C-Notched Noise

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

Commercial Mobile Radio Service (CMRS) Provider

The term "Commercial Mobile Radio Service (CMRS) provider" denotes a common carrier as defined by the Federal Communications Commission subject to the Rules set forth in Section 332 of the Communications Act.



**ACCESS SERVICE****2. GENERAL REGULATIONS****2.6 DEFINITIONS (Cont'd)**Committed Information Rate (CIR)

The term "Committed Information Rate" denotes the number of bits transmitted per second, under normal conditions, over a Permanent Virtual Connection (PVC).

Common Channel Signaling Access Capability (CCSAC)

The term "Common Channel Signaling Access Capability" (CCSAC) denotes the interconnection between the Company's CCSN and a customer's CCSN.

Common Channel Signaling Network (CCSN)

The term "Common Channel Signaling Network" (CCSN) denotes a specialized digital signaling network separate from the regular message (voice) network which interconnects computerized switching systems and has access to special data bases.

Common Line

The term "Common Line" denotes a line, trunk or other facility provided under the general and/or local exchange service tariffs of the Company, terminated on a central office switch. A common line-residence is a line or trunk provided under the residence regulations of the general and/or local exchange service tariffs. A common line-business is a line provided under the business regulations of the general and/or local exchange service tariffs.

Communications Systems

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

Customer(s)

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

## ACCESS SERVICE

## 2. GENERAL REGULATIONS

## 2.6 DEFINITIONS (Cont'd)

Customer-provided Tandem

The term "Customer-provided Tandem" denotes a customer-provided switching system that provides a concentration and distribution function of originating or terminating traffic between a Company end office(s) subtending the customer-provided tandem at the customer's point of termination. (C)

Data Transmission (107 Type) Test Line

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

Decibel (dB)

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

Decibel milliwatt (dBm)

The term "Decibel milliwatt (dBm)" denotes a unit for expression of power level in decibels relative to one milliwatt.

Decibel Reference Noise (dBrn)

The term "Decibel Reference Noise (dBrn)" denotes a unit used to express noise power relative to one picowatt (-90 dBm).

Decibel Reference Noise C-Message Weighting (dBrnc)

The term "Decibel Reference Noise C-Message Weighting (dBrnc)" denotes noise power in dBrn measured with C-Message weighting.

Decibel Reference Noise C-Message Referenced to 0 (dBrnc0)

The term "Decibel Reference Noise C-Message Referenced to 0 (dBrnc0)" denotes noise power in dBrnc referred to or measured at a zero transmission level point (0 TLP).

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.6 DEFINITIONS (Cont'd)**Dedicated Network Access Link (DNAL)

The term "Dedicated Network Access Link" denotes a Switched Access Local Transport connection between the customer premises and a Company switch or central office for the control of features and functions, or for the transfer of data from the switch or central office to the customer.

Destination Point Code

The term "Destination Point Code" denotes a routing label that identifies where the CCS/SS7 signaling message should be sent.

Detail Billing

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

Dial Pulse Address Signaling

The term "Dial Pulse Address Signaling" denotes the transmission of number information, e.g., called number, between the end office switching systems and the customer's premises (in either direction) by means of direct current impulses.

Direct-Trunked Transport

The term "Direct-Trunked Transport" denotes the following: (1) the transport between the serving wire center of the customer's premises and a Company end office, Company Hub or Company access tandem or between a Company Hub and a Company end office or Company access tandem on circuits dedicated to the use of a single customer, without switching at the Company access tandem or, (2) the transport with Tandem Signaling Information (i.e., CIC and 0ZZ codes or equivalent SS7 parameters) between the serving wire center of the customer-provided tandem premises and a Company end office subtending the customer-provided tandem or a Company Hub or between a Company Hub and a Company end office subtending the customer-provided tandem.

(C)

(C)

Directory Assistance (Service)

See "Voice Directory Assistance (Voice DA) Service", "Regional Directory Assistance (RDA) Service", and "National Directory Assistance (NDA) Service".

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.6 DEFINITIONS (Cont'd)**Directory Assistance Location (Interstate)

See "Voice Directory Assistance Location".

Donor Switch

The term "Donor Switch" denotes the original switch source of a portable NXX code.

Dual Tone Multifrequency Address Signaling

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

Echo Control

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

Echo Path Loss (EPL)

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

Echo Return Loss (ERL)

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

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.6 DEFINITIONS (Cont'd)**Effective 2-Wire

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

Effective 4-Wire

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

800 Data Base Access Service

The term "800 Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used. The term 8XX is used interchangeably with 800 Data Base Service throughout this Tariff to describe this service.

8XX Service Provider

The term "8XX Service Provider" denotes a telecommunications company, including Exchange and Interexchange Carriers, that offer 8XX Service to subscribers.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.6 DEFINITIONS (Cont'd)**End Office Switch

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

End User

"End User" means any customer of an interstate or foreign telecommunications service that is not a carrier, except that a carrier (other than a telephone company) shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originates or terminates on the premises of such reseller.

Entrance Facility

The term "Entrance Facility" denotes (1) the dedicated Switched Access transport facility from the customer's premises or point of demarcation to the Company serving wire center or (2) the fiber optic cable from the Virtual Expanded Interconnection - Collocation (EIC) point of interconnection utilizing Company-owned conventional single mode type of fiber optic cable to the Virtual interconnector-designated equipment.

Entry Switch

See "First Point of Switching".

Envelope Delay Distortion (EDD)

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

Equal Level Echo Path Loss (ELEPL)

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

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.6 DEFINITIONS (Cont'd)**Exchange

The term "Exchange" denotes a unit generally smaller than a Local Access and Transport Area, established by the Telephone Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. The exchange includes any Extended Area Service (EAS) area that is an enlargement of a Telephone Company's exchange area to include nearby exchanges. One or more designated exchanges comprise a given Local Access and Transport Area.

Exit Message (EXM)

The term "Exit Message" (EXM) denotes a SS7 message sent to an end office by the Company's access tandem or a customer-provided tandem switch to mark the carrier connect time when the Company's access tandem or a customer-provided tandem switch sends an Initial Address Message to the interexchange carrier.

Expected Measured Loss (EML)

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

Extended Area Service (EAS)

See definition of "Exchange".

Facility Signaling Point of Interconnection (FSPOI)

The term Facility Signaling Point of Interconnection (FSPOI) denotes a Company designated ordering point within a Company LATA to which customers may establish SS7 Signaling connections where FSPOI is available.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.6 DEFINITIONS (Cont'd)**Field Identifier (FID)

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

First Come, First Served

The term "First-Come, First-Served" denotes a procedure followed when the first Access Service Request (ASR) received will be the first service order processed.

First Point of Switching

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

Flexible Automatic Number Identification

The term "Flexible Automatic Number Identification" denotes the two digit ANIii pair assignments which are installed in a switch via a flexible software program controlled by the Telephone Company.

Frequency Shift

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

Grandfathered

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



**ACCESS SERVICE****2. GENERAL REGULATIONS****2.6 DEFINITIONS (Cont'd)**Global Title Translation

The term "Global Title Translation" denotes a specific routing translation in a STP. A Global Title is an address such as customer-dialed digits which does not explicitly contain information that would allow routing in the signaling network. The information needed to access the correct Global Title information is sent to the appropriate STP where the GTT tables reside. The STP performs a table look-up and then routes the SS7 message to the appropriate CCSN destination.

Hard Coded Automatic Number Identification Information Digits

The term "Hard Coded Automatic Number Identification Information Digits" denotes the two digit ANIi pair assignments which are installed in a switch via a generic switch update provided by the switch vendor.

Host Office

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

Hub

The term "Hub" denotes a Company designated wire center at which bridging, multiplexing or connections to other services are performed (e.g., WATS Access Service, PPSN and connections of two like services installed as two separate services).

Immediately Available Funds

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

Impedance Balance

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

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.6 DEFINITIONS (Cont'd)**Impulse Noise

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

Individual Case Basis (ICB)

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

Initial Address Message (IAM)

The term "Initial Address Message" (IAM) denotes a SS7 signaling message that contains the address and routing information required to establish a point-to-point telephone connection.

Inserted Connection Loss (ICL)

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

Integrated Service Digital Network User Part (ISUP)

The term "Integrated Service Digital Network User Part" denotes protocol that provides the mechanism for establishing the connections from the originating exchange to the destination exchange, without using the bearer circuit itself.

Interconnector

The term "interconnector(s)", denotes any customer(s) who subscribes to Expanded Interconnection-Collocation (EIC) Service and who provides fiber optic facilities to Company-designated locations for connection to EIC Service.

Interconnector's Facilities

The term "interconnector's facilities" denotes the fiber optic cable owned by the interconnector for the sole use of the interconnector in conjunction with EIC Service.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.6 DEFINITIONS (Cont'd)**Interexchange Carrier (IC) Or Interexchange Common Carrier

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

Intermodulation Distortion

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

Intrastate Communications

The term "Intrastate Communications" denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Kilosegment

The term "Kilosegment" denotes one thousand segments.

Letter of Authorization (LOA)

The term "Letter of Authorization" (LOA) denotes the signed authorization form from a customer or agent designating who has authority to act on behalf of the customer for billing and service related issues.

Line-Side Connection

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

Local Access and Transport Area (LATA)

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

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.6 DEFINITIONS (Cont'd)**Local Area Network (LAN)

The term "Local Area Network" denotes a network permitting the interconnection and intercommunication of a group of computers, primarily for the sharing of resources such as data storage devices and printers.

Local Calling Area

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

Local Tandem Switch

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

Location Routing Number

The term "Location Routing Number" denotes a ten-digit number used to uniquely identify a switch that has ported numbers.

Logical Channel

The term "Logical Channel" denotes a communications channel through the network that allows simultaneous transmission of sequenced data packets through the network. No circuit capacity is preassigned to a logical channel; capacity is made available as data is transmitted.

Loop Around Test Line

The term "Loop Around Test Line" denotes an arrangement utilizing a Telephone Company central office to provide a means to make certain two-way transmission tests on a manual basis. This arrangement has two central office terminations, each reached by means of separate telephone numbers and does not require any specific customer premises equipment. Equipment subject to this test arrangement is at the discretion of the customer.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.6 DEFINITIONS (Cont'd)**Loss Deviation

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

Major Fraction Thereof

The term "Major Fraction Thereof" is any period of time in excess of 1/2 of the stated amount of time. As an example, in considering a Private Line Transport Service period of four (4) hours, a major fraction thereof would be any period of time in excess of 2 hours exactly. Therefore, if a given service is interrupted for a period of six hours and one minute, the customer would be given a credit allowance for two four-hour periods.

Message

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

Milliwatt (102 Type) Test Line

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

Mobile Telephone Switching Office (MTSO)

The term "Mobile Telephone Switching Office" (MTSO) denotes the switching facility used by a Commercial Mobile Radio Service provider in performing originating and terminating switching functions for calls exchanged between their customers, the Telephone Company customers, Interexchange Carriers and Independent Telephone Company customers.

Modification Of Final Judgment (MFJ)

The term "Modification of Final Judgment" (MFJ) denotes the consent decree approved by the U.S. District Court in United States versus Western Electric 552 F. Supp. 171 (To D.C. 1982).

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.6 DEFINITIONS (Cont'd)**MTS/WATS - Type

Execunet/Sprint-type interstate services which MCI Telecommunications Corporation presently markets as Execunet and Network Service and which GTE Sprint (formerly Southern Pacific Communications Telephone Company) markets as Sprint IV and V or any other like service which may be offered by those two carriers or any other Common Carrier.

Multifrequency (MF) Address Signaling

The term "Multifrequency (MF) Address Signaling" denotes a signaling method in which a combination of two out of six Voiceband frequencies are used to represent a digit or a control signal.

N Minus One (N-1)

The term "N Minus One (N-1)" denotes a querying protocol where 'N' is a wireless or wireline entity terminating the call to the end user, or a network provider contracted by the entity to provide tandem access. The N-1 carrier for a local call is usually the Local Exchange Company of the calling party, but may also be a wireless provider. The N-1 carrier for an interexchange call is usually the calling customer's interexchange carrier.

National Directory Assistance (NDA) Service

The term "National Directory Assistance" denotes a telephone number, voice information service for any NPA in the United States that the Company provides to telecommunications carriers.

Network Address

The term "Network Address" denotes a numeric character string used to identify the customer network location of the DTE and the destination of each virtual call made within the network to that location.

Network Control Signaling

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

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.6 DEFINITIONS (Cont'd)**Network Interface (NI)

The term "Network Interface (NI)" denotes the point of interconnection between Company communications facilities and terminal equipment, protective apparatus or other customer provided facilities.

Network-To-Network Interface (NNI)

The term "Network-To-Network Interface (NNI)" denotes a frame relay industry-standard interface between two frame relay networks, used to connect frame relay networks.

Non-Impaired Wire Center

The term "Non-Impaired Wire Center" denotes a Wire Center that meets the loop thresholds identified in CFR 47 §51.319(a)(4)(i) for DS1 Loops, or the loop thresholds identified in CFR 47 §51.319(a)(5)(i) for DS3 Loops, or the Tier 1 or Tier 2 Wire Centers designations as defined in §51.319(e)(3).

Non-Inverting Digital Loopback (108 Type) Test Line

The term "Non-Inverting Digital Loopback (108 Type) Test Line" denotes a termination in a digital Company switch location to conduct digital testing of digital services (i.e., 56 kbps, 64 kbps and 64 kbps clear channel).

Nonsynchronous Test Line

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

North American Numbering Plan (NANP)

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

Off-hook

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

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.6 DEFINITIONS (Cont'd)**Office Replacement

The term "Office Replacement" denotes a situation where the hardware and software in a Company switching office is replaced with different hardware and software for the establishment and maintenance of a given switching office.

On-hook

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

Open Circuit Test Line

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

Originating Direction

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

Packet

The term "Packet" denotes a continuous sequence of binary bits of information which is switched through the network as an integral unit. Consists of up to 2048 bits (256 octets) of customer data plus additional transmission and error control information.

Packet Switch Node (PSN)

The term "Packet Switch Node" denotes the hardware/software components of the Public Packet Switching Network which performs switching functions and is the single X.75 gateway within each LATA. The Packet Switch Node is located on company premises.

Packet Switch Service Point (PSSP)

The term "Packet Switch Service Point" denotes the hardware/software components of the Public Packet Switch Network which performs switching functions. The Packet Switch Service Point is located on company premises.



**ACCESS SERVICE****2. GENERAL REGULATIONS****2.6 DEFINITIONS (Cont'd)**Pay Telephone

The term "Pay Telephone" denotes an instrument provided by a Payphone Service Provider that is available to the general public for public convenience and necessity. Pay telephones utilize Basic and Smart Public Access Line Service provided under the general and/or local exchange service tariffs.

Payphone Service Provider (PSP)

The term "Payphone Service Provider (PSP)" denotes an entity that controls and incurs the costs of placement and maintenance of pay telephones.

Point Of Interconnection

The term "Point of Interconnection" denotes the Company-designated point of physical demarcation outside the Company's wire center where the interconnector provided and owned fiber optic facilities end and the Company's fiber optic facilities begin for Expanded Interconnection-Collocation Service.

Point Of Termination (POT)

The term "Point of Termination" denotes a point at or near a customer-designated premise at which the Company's responsibility for the provision of Access Service ends.

Polling

The term "Polling" denotes the status inquiry message sent on a data communications facility to give the receiving end of the inquiry an opportunity to transmit and/or receive information.

Premises

The term "Premises" denotes a building, portion of a building in a multi-tenant building or buildings on continuous property (except Railroad Right-of-Way, etc.) not separated by a public highway. It may also denote a customer-owned enclosure or utility vault located aboveground or underground on private property or on customer acquired Right-of-Way. Except for an end user that offers Telecommunications Services exclusively as a reseller, this term is not to be limited to one building, but applies as well to a complex, or campus-type configuration of buildings.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.6 DEFINITIONS (Cont'd)**Pricing Flexibility

The Company was granted Phase I and Phase II Pricing Flexibility on April 24, 2002 for Switched Access Services and Private Line Transport Services as set forth in Sections 6 and 7, following. Then on April 20, 2007, the Company was granted additional Phase I Pricing Flexibility for Advanced Communications Networks Services as set forth in Section 8, following.

Phase I and Phase II Pricing Flexibility relief is dependent upon the classification of the serving wire center(s) for each provisioned service as set forth in Section 23, following. Each rate component may have Phase I relief, Phase I & II relief, or no relief depending upon the wire center in which it is provided. The components having pricing flexibility are subdivided into:

- CTE EU (Channel Termination Equivalent to the End User)

Channel Termination Equivalent to the End User location (CTE EU), which depending upon the service include channel terminations, entrance facilities and access links to the end user premises.

- All Other Components

All other components which depending upon the service include channel terminations, entrance facilities and access links to the carrier POP. Also included are transport mileage, transport channel, multiplexing, and optional features and functions.

Since the serving wire center determines the degree of relief, each component of the service is rated based upon its serving wire center. A Direct-Trunked Transport (DTT) or Transport Channel may connect two wire centers with different relief. When this happens, the entire DTT or the Transport Channel is rated based upon the wire center with the lowest level of Pricing Flexibility relief or no-relief. The lowest level of relief is no-relief, the next level is Phase I relief and the highest level is Phase II relief.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.6 DEFINITIONS**Pricing Flexibility (Cont'd)

For example, if both wire centers are Phase I or no relief, the DTT and Transport Channel are rated out of Sections 6, 7 or 8. If both wire centers are Phase II the DTT and Transport Channel are rated out of Sections 16 or 17. Refer to Diagrams in Sections 16 and 17.

The relief for each phase and the applicable section of this Tariff are as follows:

- No-Relief

Many Company wire centers did not qualify for Pricing Flexibility relief. Service out of wire centers with no Pricing Flexibility relief are billed the rates specified in Sections 6, 7 and 8. Those wire centers will not appear in Section 23.

- Phase I

Phase I relief permits the Company to offer volume and term discounts through contract tariffs. The volume and term discounts are based on the rates, term and conditions for the associated service(s) as set forth in Sections 6, 7 and 8, following. All contracts are located in Section 24.

- Phase II

Phase II relief permits the Company to offer contract tariffs and some services free of the Commission's rate structure and price cap rules. The associated rates are found in Sections 16 and 17.

Primary IC (PIC)

The term "Primary IC" (PIC) denotes the Interexchange Carrier (IC) of choice as designated by an end user for business or residential service or a location provider for a pay telephone.

Prime Service Vendor

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

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.6 DEFINITIONS (Cont'd)**Protocol

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

- X.3, X.28 and X.29

An international set of standards developed by CCITT that provides the protocols for Data Terminals to communicate with the PPSN asynchronously.

- X.25

An international standard developed by CCITT that provides the foundation for Public Packet Switched Networks.

- X.75

An international standard developed by CCITT that provides the foundation for interconnection of individual packet switched networks. This standard was developed in order to connect dissimilar hardware/software components residing in these networks.

Public Access Line Service

The term "Public Access Line Service" denotes Basic and Smart Public Access Line Service available under the general and/or local exchange service tariffs of the Company for use with pay telephones.

Query

The term "Query" denotes the inquiry to a Company database to obtain information, processing instructions or service data.

Quotation Preparation Fee

The term "Quotation Preparation Fee" denotes the fee for the work activities performed by the Company to provide a quotation for EIC Service.

Recipient Switch

The term "Recipient Switch" denotes any end office switch that serves ported NXX codes not originally assigned to the switch.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.6 DEFINITIONS (Cont'd)**Regional Directory Assistance (RDA) Service

The term "Regional Directory Assistance" denotes a telephone number, voice information service on a per Numbering Plan Area (NPA) specific basis for NPAs in the Company's 14 state region that the Company provides to telecommunications carriers.

Regional Service Management System/Number Portability Administration Center

The term "Regional Service Management System/Number Portability Administration Center" denotes the third party administered number portability database which maintains information on all ported numbers in a specific geographic area, in this case, the Company's region.

Registered Equipment

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

Release Message

The term "Release Message" denotes a SS7 message sent in either direction to indicate the release of a specific circuit.

Release to Pivot (RTP)

The term "Release to Pivot" (RTP) denotes a network capability that permits an Operator Services Switch to optionally release a National Directory Assistance (NDA) call back to an IC switch for call completion. Sufficient information is provided in the release to enable the new connection to be established from the IC switch. This is a feature that must exist in an IC switch in order for the IC to subscribe to the Call Completion Link Optional Feature.

Remote Switching Modules And/Or Remote Switching Systems

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

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.6 DEFINITIONS (Cont'd)**Responsible Organization

The term "Responsible Organization" denotes the entity responsible for the management and administration of 800 Data Base Access Service records in the Service Management System according to the Guidelines for 800 Data Base.

Return Loss

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

Segment

The term "Segment" denotes a continuous sequence of binary bits of information within a packet. A segment has a billable length of up to 64 octets of customer data transmitted to or from a port.

Service Control Point (SCP)

The term "Service Control Point" (SCP) denotes the node in the network where several independent data base applications receive and respond to SS7 queries.

Service Management System/800 (SMS/800)

Service Management System/800 (SMS/800) is the main operations support system of 800 Data Base Access Service. It is used to create and update subscriber 8XX records that are then downloaded to SCPs for handling subscribers' 8XX calls (see Service Control Points). The system is also used by RESP ORGs to reserve and assign 8XX numbers.

Service Point

The term "Service Point" denotes the geographic location designated by the Company at which the access component of a customer's ACS service is considered to first enter the ACS Network.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.6 DEFINITIONS (Cont'd)**Service Provided Upon Request

The term "Service Provided Upon Request" (SPUR) denotes a service that has not been requested by any customers in a particular state. When a request for this service is received, a new Telephone Company rate will be calculated and filed in this Tariff to reflect the additional demand and costs for the service.

Service Switching Point (SSP)

The term "Service Switching Point" (SSP) denotes a signal point equipped with the ability to halt call process, formulate and send a SS7 query to a remote location and route the call based on information contained in the response.

Serving Wire Center (SWC)

The term "Serving Wire Center" denotes the local Telephone Company office from which dial tone for local exchange service would normally be provided to the customer premises.

Seven Digit Manual Test Line

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

Short Circuit Test Line

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

Signal Point (SP)

The term "Signal Point" (SP) denotes an end node in a CCSN. Signal Points can be switches (i.e., end offices and access tandems), data bases or operator service systems that are equipped with CCS.

Signal-To-C-Notched Noise Ratio

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

## ACCESS SERVICE

## 2. GENERAL REGULATIONS

## 2.6 DEFINITIONS (Cont'd)

Signal Transfer Point (STP)

The term "Signal Transfer Point" (STP) denotes a switch which provides CCSN access and performs CCSN message routing and screening.

Signal Transfer Point Port (STP PORT)

The term "Signal Transfer Point Port" (STP PORT) denotes the point of termination on the STP which provides CCSN access.

Signaling System 7 (SS7)

The term "Signaling System 7" (SS7) denotes the signaling protocol in the CCSN.

Singing Return Loss (SRL)

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

Subtending End Office of a Customer-provided Tandem

The term "Subtending End Office of a Customer-provided Tandem" denotes a Company end office that has final trunk group routing through that customer-provided tandem. (C)

Subtending End Office of an Access Tandem

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

Sustained Information Rate

The term "Sustained Information Rate" denotes the rate of information transfer that can be sustained on an SMDS Access Link.

Switching System

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



**ACCESS SERVICE****2. GENERAL REGULATIONS****2.6 DEFINITIONS (Cont'd)**Synchronous Optical Network (SONET)

The term "Synchronous Optical Network (SONET)" denotes a standard for the transmission of high capacity bandwidth over optical facilities using a modular multiplexing approach.

Synchronous Test Line

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

Tandem Service Provider

The term "Tandem Service Provider" denotes any interested third party including competitive access providers, interexchange carriers and end users, requesting Tandem Signaling Information for the purpose of providing tandem switching to carry CST3 or FGD Service traffic from a Company end office to their own tandem, switch traffic at that point, and deliver the traffic to the appropriate interexchange carrier.

Tandem-Switched Transport

The term "Tandem-Switched Transport" denotes the transport between an access tandem and end offices that subtend the access tandem that utilizes tandem switching functions. Tandem-Switched Transport consists of circuits used in common by multiple customers from the tandem to an end office.

Telecommunications Number

The term "Telecommunications Number" denotes a unique NPA NXX-XXXX assigned to a subscriber of a Local Service Provider.

Terminating Direction

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

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.6 DEFINITIONS (Cont'd)**Toll VoIP-PSTN Traffic

The term Toll VoIP-PSTN Traffic denotes a customer's interexchange voice traffic exchanged with the Telephone Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. Toll VoIP-PSTN Traffic originates and /or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.

Traffic Types

The term "Traffic Types" denotes one of six Switched Access capacity types. They are originating, terminating, Voice DA, *SWITCHNET 56*, CCC Originating and CCC Terminating. See 6.1.1.H., following, for application.

Transaction Capabilities Application Part (TCAP)

The term "Transaction Capabilities Application Part" denotes the design of non-circuit related messages. TCAP protocol provides a means for reliable transfer of information from one application at a switch location to another application within another network entity.

Transmission Measuring (105 Type) Test Line/Responder

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

Transmission Path

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

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.6 DEFINITIONS (Cont'd)**Trunk

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

Trunk Group

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

Trunk-Side Connection

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

Two-Wire To Four-Wire Conversion

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

Unauthorized PIC Change

The term "Unauthorized PIC Change" denotes an end user or location provider whose selected PIC was changed and the IC is unable to produce the signed end user or location provider Letter Of Authorization (LOA) to the Company for the resolution of the PIC dispute.

Underground Utility Vault

The term "Underground Utility Vault" denotes an underground enclosure where conduit(s) are terminated and which provides ready access to conduit system.

Uniform Service Order Code (USOC)

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

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.6 DEFINITIONS (Cont'd)**Up Stream Connection Speed

The term "Up Stream Connection Speed" denotes the speed that MegaBit Subscriber Service moves from the end user to the central office.

User-To-Network Interface (UNI)

The term "User-To-Network Interface" denotes a frame relay industry-standard interface between an end user customer and a frame relay network.

V and H Coordinates Method

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

Vintage Rates

Vintage indicates the rates in effect during the date spans specified. All term plans established during those date spans will retain those rates, unless specified elsewhere.

Virtual Expanded Interconnection-Collocation

The term "Virtual Expanded Interconnection-Collocation" denotes an arrangement whereby an interconnector's fiber optic facilities are connected at a point of interconnection designated by the Company outside of a Company wire center to Company-owned fiber optic entrance facilities and interconnector-owned basic transmission terminating equipment installed and maintained by the Company or its representative.

Voice Directory Assistance (Voice DA) Service

The term "Voice Directory Assistance" denotes a telephone number, voice information service that the Company provides to telecommunications carriers.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.6 DEFINITIONS (Cont'd)**Voice Directory Assistance (Voice DA) Location

The term "Voice Directory Assistance Location" denotes a Company office where Company equipment first receives the Voice DA call from a customer and selects the first operator position to respond to the Voice DA call.

WATS Serving Office

A WATS Serving Office (WSO) is a Company designated end office switch which is capable of performing routing, screening and recording functions in connection with the closed-end of an 800/800-type call, WATS and similar services. Designation of an end office switch as a WSO is based upon the capability and capacity of the end office switch to provide WATS Access Service Arrangements. WATS Access Service Arrangements and WATS Access Service Options, as described in 6.3.1.Q.2.-3., following, may not all be available at all WATS Serving Offices. WATS Serving Offices are identified in National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Wire Center

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

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.7 SHARED USE REGULATIONS**

Shared Use occurs when the Company allows a customer to utilize the same transport facility for different services. When the same transport facility and the associated options are utilized to provide more than one service, the Company shall apportion the monthly billing of the appropriate transport elements between the shared services, except where noted elsewhere in this Tariff.

The rate elements subject to the Shared Use allocation process are the recurring elements assessed for transport facilities only between a customer's premises and the serving wire center (SWC) of that premises and the interoffice facilities from the customer's SWC to other wire centers which may include access tandems, end offices, and hubbing locations. Rate elements not associated with transport facilities are not allocated. The nonrecurring installation charges for each service are not apportioned and are assessed except as set forth in this section.

The Shared Use transport facility is ordered and provided as Private Line Transport Service (PLTS) unless otherwise described in this section. The specific Shared Use regulations and/or exceptions are described following:

- PLTS with Local Exchange Service is described in 2.7.1,
- DS1 and DS3 PLTS with Switched Access Service is described in 2.7.2,
- Synchronous Service Transport (SST) PLTS with Switched Access Service is described in 2.7.3,
- Expanded Interconnection Channel Termination with PLTS and Switched Access is described in 2.7.4,
- Switched Access Service with Common Channel Signaling Access Capability Service (CCSAC) is described in 2.7.5, and
- SONET Ring Service with Switched Access Service is described in 2.7.6, following.

Shared Use is not provided with Simultaneous Voice Data Service, Digital Data Service and Managed Bandwidth SONET Service.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.7 SHARED USE REGULATIONS (Cont'd)****2.7.1 PLTS WITH LOCAL EXCHANGE SERVICE**

PLTS and Local Exchange Service may be provided on a Shared Use facility. However, individual recurring and nonrecurring charges shall apply for each PLTS and Local Exchange Line. The Shared Use facility is not apportioned.

**2.7.2 DS1 AND DS3 PLTS WITH SWITCHED ACCESS SERVICE**

When DS1 and DS3 PLTS (including a facility to a Hub) is shared between PLTS and Switched Access Service (including CCSAC), the service is ordered, provided and rated as PLTS until the customer chooses to place an order for Switched Access Service. When the customer chooses to use a portion of the available capacity on existing PLTS for providing Switched Access Service, the customer shall place an order for each individual Switched Access Service and specify the channel assignment for the Shared Use facility.

When the PLTS transport facilities are shared with Switched Access Service, the transport recurring PLTS rate elements (e.g., Channel Termination, Transport Channel and multiplexing) as well as the Switched Access Service transport recurring rate elements (e.g., Entrance Facility, Direct-Trunked Transport Facility and/or Direct Link Transport and associated multiplexing), are apportioned based on the total number of channels utilized for each service. The Switched Access rate for DS3 EF Electrical capacity of two or greater or any Optical Interface rate as set forth in Section 6, following, is for the billing of Shared Use only.

The recurring rate elements associated with multiplexing equipment are apportioned based on the number of channels utilized for each service when both Switched and PLTS multiplexing rate elements are chargeable.

When CCSAC Service is ordered on a Shared Use facility, the customer must dedicate, at a minimum, one DS1 facility for that service.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.7 SHARED USE REGULATIONS****2.7.2 PLTS WITH SWITCHED ACCESS SERVICE (Cont'd)**

When PLTS facilities are provided from the SWC of the customer's premises to a Company hub and those facilities are shared with Switched Access Service, the appropriate PLTS transport channel mileage rates and the Switched DTT or DLT rates are apportioned. Switched DTT facilities must be provisioned from the Company hub to an access tandem or end office based on whether the customer requests tandem routing or direct routing.

PLTS and Switched Access Service rates elements not associated with transport facilities are not allocated. Following on the next page, is an example of Shared Use allocation. When a customer has Switched Access Services on a PLTS facility under a PLTS Pricing Plan, additional Shared Use regulations may apply as set forth in 6.7.15, following.

Appropriate nonrecurring installation charges are assessed on a per-line, per-trunk or per-link basis for Switched Access Service. The Entrance Facility Nonrecurring Charge is not assessed.



**ACCESS SERVICE****2. GENERAL REGULATIONS****2.7 SHARED USE REGULATIONS****2.7.2 PLTS WITH SWITCHED ACCESS SERVICE (Cont'd)**

## Example of Shared Use

- Customer has DS3 PLTS (Section 7) comprised of a DS3 Channel Termination and a DS3/DS1 Multiplexer in the serving wire center of the customer's premises.
- Customer orders 24 Feature Group D trunks to ride a DS1 DTT facility to an end office (Section 6) and specifies that the DS1 DTT facility be assigned to the DS3 PLTS facility for the associated Switched Access Entrance Facility.

- Switched Access Service Rates and Charges

24/672 of the Switched DS3 Entrance Facility rate  
100% Switched DS1 DTT facility rate  
24/672 of the Switched DS3/DS1 Multiplexer rate

- PLTS Rates and Charges

648/672 of the PLTS DS3 Channel Termination  
648/672 of the PLTS DS3/DS1 Multiplexer

In the above example, if the PLTS DS3 Service has Transport Channel mileage in addition to the Channel Termination, the Switched DS1 DTT facility rate and the PLTS Transport Channel rate are also apportioned if the facility is shared.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.7 SHARED USE REGULATIONS (Cont'd)****2.7.3 SYNCHRONOUS SERVICE TRANSPORT (SST) PLTS WITH SWITCHED ACCESS SERVICE**

When SST PLTS (including a facility to a Remote Central Office Node) is shared with Switched Access Service (including CCSAC), the service is ordered, provided and rated as SST PLTS.

Switched Access SST rate elements as set forth in 6.8, following, are for the billing of Shared Use only. When the customer's Switched Access Service is provided on a portion of the capacity of a PLTS facility under a PLTS Pricing Plan, the Pricing Plan Shared Use regulations as set forth in 6.7.15, following are also applicable.

When the customer chooses to use a portion of the available capacity on an existing SST PLTS Service for Switched Access Service, the customer shall place an order for each individual Switched Access Service and specify the channel assignment for the SST Shared Use facility.

When the PLTS SST facilities between the customer's premises and the SWC of that premises are shared with Switched Access Service, the PLTS and Switched SST transport rate elements (e.g., CO Node, CO Port, Remote Node, Remote Port, Central Office Connecting Channel (COCC) and multiplexing) are apportioned based on the total number of channels utilized for each service. When Switched SST rate elements are assessed for the facilities between the customer's premises and the SWC of that premises, EF rate elements are not assessed.

When the PLTS SST facility is provisioned with SHARP, the recurring rate associated with the SHARP feature is not apportioned between Switched Access and PLTS. The SHARP SST rate is assessed at 100% to the PLTS.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.7 SHARED USE REGULATIONS****2.7.3 SYNCHRONOUS SERVICE TRANSPORT (SST) PLTS WITH SWITCHED ACCESS SERVICE (Cont'd)**

When the PLTS SST facilities are provided from the SWC of the customer's premises to a Remote CO Node and those SST facilities are shared with Switched Access Service, the PLTS and Switched SST transport rate elements (e.g., Remote CO Node, Remote CO Port, Transport Channel Mileage, COCC and multiplexing) are apportioned based on the total number of channels utilized by each service. When Switched SST Transport Channel mileage is assessed for the facilities between the SWC and the Remote CO Node, DTT is not assessed.

Switched DTT facilities must be provisioned from the CO Node or Remote CO Node to an access tandem, Company hub or end office based on whether the customer requests tandem routing or direct routing. The appropriate Switched rate elements ( e.g., DTT and TST) are billed at 100% and are not apportioned.

When the customer orders PLTS (other than SST) from the CO Node or Remote CO Node to another Company hub, that facility (e.g., DS1 or DS3) may be shared with Switched Access and the Shared Use regulations as set forth in 2.7.2, preceding, apply for that portion.

When the customer chooses to use a portion of the available capacity of SST facilities for CCSAC Service, the number of channels used for CCSAC shall be counted as Switched for determining the apportionment between Switched Access Service and PLTS. The apportionment between Switched Access Service ordered from Section 6 and CCSAC is described in 2.7.5, following. The customer must dedicate, at a minimum, 24 channels (one DS1) for the CCSAC links. The CCSAC DS3 EF rate element, and if appropriate the DS3 Direct Link Transport rate element, as set forth in Section 20, following, is used for apportionment in lieu of an SST rate element.

All other Switched Access Service and PLTS recurring rates are assessed at 100%. The Entrance Facility Nonrecurring Charge is not assessed. All other PLTS and Switched nonrecurring charges are assessed as applicable.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.7 SHARED USE REGULATIONS (Cont'd)****2.7.4 EXPANDED INTERCONNECTION CHANNEL TERMINATION AND INTERCONNECTION TIE PAIR**

When a customer with a Private Line Expanded Interconnection Channel Termination (EICT) or Interconnection Tie Pair (ITP) provides Shared Use, the apportioned factor (between Switched Access Service and PLTS) applied to the EICT or ITP rate element will be the same apportioned factor as determined for the PLTS facility as described in 2.7.2, preceding. Shared Use does not apply to EIC Common Components or QPF as set forth Section 21, following.

**2.7.5 SWITCHED DS3 FACILITY WITH CCSAC SERVICE**

Shared Use may occur when Switched Access Service, as set forth in Section 6, and CCSAC Service, as set forth in Section 20, are provided over the same DS3 facility. The DS3 facility must be ordered, provided and rated from Section 6 until the customer chooses to use a portion of the facility for CCSAC Service.

When the customer chooses to use a portion of the available capacity (i.e., DS1) of a DS3 facility for providing CCSAC, the customer shall place an order for each individual CCSAC Service from Section 20 and specify the channel assignment for the Shared Use facility. The customer must dedicate, at a minimum, one DS1 facility for the CCS Links. Since a minimum of one DS1 is utilized for CCS Links, the number of channels apportioned for CCSAC will be in multiples of 24 channels. All rates and charges will be apportioned as set forth in 2.7.2, preceding.

Where PLTS (Section 7) or Switched Access Service (Section 6) is provided and a portion of the facility is utilized for Shared Use to a Hub, rates and charges are apportioned for the facility to the Hub as set forth in 2.7.2, preceding, and individual service rates and charges for CCSAC apply from the Hub to the Company STP as set forth in Section 20.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.7 SHARED USE REGULATIONS (Cont'd)****2.7.6 PLTS SONET RING SERVICE WITH SWITCHED ACCESS SERVICE**

When the customer chooses to utilize a portion of the available capacity on PLTS SONET Ring Service for providing Switched Access (including CCSAC), the customer shall place an order for each Switched Access Service and specify the Channel Facility Assignment (CFA) of the PLTS SONET Ring Service (SRS).

When the SRS facilities between the customer's premises and the SWC of that premises are shared with Switched Access Service (the SRS On-Net Channel Termination must be located in the customer's SWC for Switched Access provisioning), the transport recurring SRS On-Net Channel Termination rate elements (e.g., 1.544 Mbps, 44.763 Mbps or 155.52 Mbps) and the Switched Transport recurring rates (e.g., DS1 or DS3 EF) are apportioned based on the total number of channels utilized for each service. When the customer has an SRS 44.736 Mbps (DS3) or a 155.52 Mbps (OC3) facility, an Electrical Interface for a capacity of one DS3 EF rate element is used for apportionment.

Switched DTT facilities must be provisioned from the SWC of the customer's premises to an access tandem, Company hub or end office based on whether the customer requests tandem routing or direct routing. When the SRS facilities are provided from the SWC of the customer's premises to a Company hub within the SRS network and those facilities are shared between SRS and Switched Access Service, the appropriate PLTS SRS transport channel mileage rate elements and the Switched DTT or DLT (CCSAC mileage) rate elements are apportioned. Switched DTT or TST facilities provisioned from an end office that is not within the SRS network, are assessed the appropriate DTT or TST rate elements. These rate elements are not apportioned.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.7 SHARED USE REGULATIONS****2.7.6 PLTS SONET RING SERVICE WITH SWITCHED ACCESS SERVICE(Cont'd)**

When the customer chooses to use a portion of the available capacity of SRS facilities for CCSAC Service, the number of channels used for CCSAC shall be counted as Switched for determining the apportionment between Switched Access Service and PLTS. The apportionment between Switched Access Service ordered from Section 6 and CCSAC is described in 2.7.5, following. The customer must dedicate, at a minimum, 24 channels (one DS1) for the CCSAC links. The CCSAC DS3 EF rate element, and if appropriate the DS3 Direct Link Transport rate element, as set forth in Section 20, following, are used for apportionment in lieu of SRS rate elements.

The recurring rates for multiplexing, DS1 to Voice Grade or DS3/DS1only, are apportioned when the facilities are shared between SRS and Switched Access Service.

All other recurring rate elements (e.g., COCC, Multiplexer to Multiplexer Connecting Arrangement, and Clear Channel Capability) associated with PLTS SRS are not apportioned.

When a customer has PLTS SRS under a PLTS Pricing Plan, additional Shared Use regulations may apply as set forth as set forth in 6.7.15, following.

**ACCESS SERVICE****2. GENERAL REGULATIONS****2.99 GRANDFATHERED GENERAL REGULATIONS**

## General

The regulations specified in this Section are Grandfathered as specified below:

**2.99.1 GENERAL REGULATIONS FOR *QWEST DSL* SERVICE**

## A. General

The regulations and definitions specified in this Section are Grandfathered as of January 28, 2006 and will continue until November 16, 2006, or later if used in relationship with a fixed period service rate plan for *QWEST DSL* Service that expires on or after November 16, 2006.

## B. When a Credit Allowance Applies

1. *QWEST DSL HOST* Service

For *QWEST DSL HOST* Service, no credit shall be allowed for an interruption of less than one hour. The customer shall be credited for an interruption of one (1) hour or subsequent fraction thereof that the interruption continues, at the rate of 1/30 (1 day) of the monthly rates for the interrupted service or the affected portion thereof. For the purpose of determining the allowance, every month is considered to have 30 days.

2. *QWEST DSL* Service

For *QWEST DSL* Service, no credit shall be allowed for an interruption of less than twenty four (24) hours. A credit allowance equal to 1/30 of the monthly rate for *QWEST DSL* Service shall apply for each period of twenty four (24) hours or major fraction thereof that the interruption continues.

## ACCESS SERVICE

## 2. GENERAL REGULATIONS

## 2.99 GRANDFATHERED GENERAL REGULATIONS

2.99.1 GENERAL REGULATIONS FOR *QWEST DSL* SERVICE (Cont'd)

## C. Definitions

Asymmetrical Digital Subscriber Line (ADSL)

The term "Asymmetrical Digital Subscriber Line (ADSL)" denotes the use of access data technology that permits simultaneous data over voice service using the same Company-provided flat-rated local exchange service line.

Carrierless Amplitude/Phase Modulation Protocol (CAP)

The term "Carrierless Amplitude/Phase Modulation Protocol" (CAP) denotes a DSL protocol which is not compatible with "Discrete Multitone" (DMT).

Discrete Multitone (DMT)

The term "Discrete Multitone" (DMT) denotes a DSL protocol which is not compatible with "Carrierless Amplitude/Phase Modulation Protocol" (CAP).

Down Stream Connection Speed

The term "Down Stream Connection Speed" denotes the speed *QWEST DSL* Service moves from the central office to the end user.



**ACCESS SERVICE****3. CARRIER COMMON LINE ACCESS SERVICE**

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**ACCESS SERVICE****3. CARRIER COMMON LINE ACCESS SERVICE**

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**ACCESS SERVICE**

**3. CARRIER COMMON LINE ACCESS SERVICE**

**3.1 GENERAL DESCRIPTION**

Carrier Common Line Access Service provides for the use of Telephone Company common lines by customers for access to end users to furnish interstate telecommunications service. WATS Access Service as described in 6.3.1.Q., following, is not subject to Carrier Common Line Access Service provisions.

The Telephone Company will provide Carrier Common Line Access Service (Carrier Common Line Access) to customers in conjunction with Switched Access Service provided in Section 6 of this Tariff.

Switched Access Service is provided to customers under this tariff which furnish interstate MTS/WATS.

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A Special Access Surcharge, as set forth in 7.1.2, following, will apply to interstate Private Line Transport Service provided by the Telephone Company to a customer, in accordance with regulations as set forth in Section 7.

**ACCESS SERVICE****3. CARRIER COMMON LINE ACCESS SERVICE****3.2 LIMITATIONS****3.2.1 EXCLUSIONS**

Neither a telephone number nor detail billing are provided with Carrier Common Line Access. Additionally, directory listings and intercept arrangements are not included in the rates for Carrier Common Line Access.

**3.2.2 ACCESS GROUPS**

All line side connections provided in the same access group will be limited to the same features and operating characteristics.

All trunk side connections provided in the same access group will be limited to the same features and operating characteristics.

**3.2.3 WATS ACCESS LINES**

Where Switched Access Services are connected with Private Line Transport Services at Telephone Company designated WATS Serving Offices for the provision of WATS and/or WATS-type Services, Switched Access Service minutes which are carried on that end of the service (i.e., originating minutes for outward WATS and/or WATS-type services and terminating minutes for inward WATS and/or WATS-type services) shall not be assessed Carrier Common Line Access per minute rates with the following exception. Carrier Common Line Access per minute rates shall apply when Lineside Switched Access is ordered from Telephone Company office that does not have measurement capabilities and the assumed average access minutes, as set forth in 6.7.7, following are used.

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**ACCESS SERVICE****3. CARRIER COMMON LINE ACCESS SERVICE****3.3 UNDERTAKING OF THE TELEPHONE COMPANY****3.3.1 PROVISION OF SERVICE**

Where the customer is provided Switched Access Service under other sections of this Tariff, the Telephone Company will provide the use of Telephone Company common lines by a customer for access to end users at rates as set forth in 3.9.1, following.

**3.3.2 INTERSTATE AND INTRASTATE USE**

The Switched Access Service provided by the Telephone Company includes the Switched Access Service provided for both interstate and intrastate communications. The Carrier Common Line Access rates as set forth in 3.9.1, following, apply to interstate Switched Access Service access minutes in accordance with the rate regulations as set forth in 3.8.4, following, Percent Interstate Use-(PIU).

**3.4 OBLIGATIONS OF THE CUSTOMER****3.4.1 SWITCHED ACCESS SERVICE REQUIREMENT**

The Switched Access Service associated with Carrier Common Line Access shall be ordered by the customer under other sections of this Tariff.

**3.4.2 SUPERVISION**

The customer facilities at the premises of the ordering customer shall provide the necessary on-hook and off-hook supervision.

**ACCESS SERVICE****3. CARRIER COMMON LINE ACCESS SERVICE****3.5 DETERMINATION OF USAGE SUBJECT TO CARRIER COMMON LINE ACCESS RATES**

Except as set forth herein, all Switched Access Service provided to the customer will be subject to Carrier Common Line Access rates.

**3.5.1 DETERMINATION OF JURISDICTION**

When the customer reports interstate and intrastate use of Switched Access Service, the associated Carrier Common Line Access used by the customer for interstate will be determined as set forth in 3.8.4, following, Percent Interstate Use-(PIU).

**3.5.2 RESERVED FOR FUTURE USE****3.5.3 LOCAL EXCHANGE ACCESS AND ENHANCED SERVICE EXEMPTION**

When access to the local exchange is required to provide a customer service (e.g., MTS-type, WATS-type, telex, Data, etc.) that uses a resold private line service, Switched Access Service Regulations, Rates and Charges, as set forth in Section 6 following apply, except when such access to the Local Exchange is required for the provision of an enhanced service. Carrier Common Line Access rates as set forth in 3.9.1, following, apply in accordance with the rate regulations as set forth in 3.8.

**ACCESS SERVICE****3. CARRIER COMMON LINE ACCESS SERVICE****3.5 DETERMINATION OF USAGE SUBJECT TO CARRIER COMMON LINE ACCESS RATES (Cont'd)****3.5.4 SWITCHED ACCESS SERVICE PROVIDED IN CONJUNCTION WITH A COMMERCIAL MOBILE RADIO SERVICE PROVIDER**

For Switched Access Service provided in conjunction with a Commercial Mobile Radio Service provider, Carrier Common Line Access rates do not apply.

**3.5.5 COMMON CHANNEL SIGNALING ACCESS CAPABILITY EXEMPTION**

Common Channel Signaling Access Service, as set forth in Section 20, following, is not subject to Carrier Common Line charges.

**3.5.6 LINE INFORMATION DATA BASE EXEMPTION**

The Switched Access Service, Line Information Data Base, as set forth in Section 20, following, is not subject to Carrier Common Line charges.

**3.5.7 DEDICATED NETWORK ACCESS LINK (DNAL) EXEMPTION**

The Switched Access DNAL as set forth in 6.2.10, following, is not subject to Carrier Common Line charges.

**3.5.8 SWITCHED ACCESS SERVICE PROVIDED IN CONJUNCTION WITH A TELECOMMUNICATIONS RELAY SERVICE PROVIDER**

For Feature Group D Switched Access Service provided in conjunction with a Telecommunications Relay Service provider, as set forth in 13.14, following, Carrier Common Line Access rates do not apply for originating traffic.

**ACCESS SERVICE****3. CARRIER COMMON LINE ACCESS SERVICE****3.6 RESOLD MTS AND/OR MTS-TYPE SERVICE(S)****3.6.1 SCOPE**

Where the customer is reselling MTS and/or MTS-type service(s) on which the Carrier Common Line and Switched Access rates and charges have been assessed, the customer may, at the option of the customer, obtain CSL, CST1, CST3, Feature Group A, Feature Group B or Feature Group D Switched Access Service under this Tariff as set forth in Section 6, following, for originating and/or terminating access in the local exchange. Such access group arrangements whether single line or trunks or multiline hunt groups or trunk groups will have Carrier Common Line Access rates applied as set forth in 3.9.1, following, in accordance with the resale rate regulations set forth in 3.6.4, following. For purposes of administering this provision:

- Resold interstate terminating MTS and/or MTS-type service(s) shall include collect calls, third number calls and credit card calls where the reseller pays the underlying carrier's service charges; and shall not include intrastate minutes of use.
- Resold interstate originating MTS and/or MTS-type service(s) shall not include collect, third number, credit card or intrastate minutes of use.

**3.6.2 CUSTOMER OBLIGATIONS CONCERNING THE RESALE OF MTS AND/OR MTS-TYPE SERVICE(S)**

When the customer is reselling MTS and/or MTS-type service as set forth in 3.6.1, preceding, the customer will be charged Carrier Common Line Access rates in accordance with the resale rate regulations as set forth in 3.6.4, following, if the customer or the provider of the MTS service furnishes documentation of the MTS usage and/or the customer furnishes documentation of the MTS-type usage. Such documentation supplied by the customer shall be supplied each month and shall identify the involved resold MTS and/or MTS-type service(s).



**ACCESS SERVICE****3. CARRIER COMMON LINE ACCESS SERVICE****3.6 RESOLD MTS AND/OR MTS-TYPE SERVICE(S)****3.6.2 CUSTOMER OBLIGATIONS CONCERNING THE RESALE OF MTS AND/OR MTS-TYPE SERVICE(S) (Cont'd)**

The monthly period used to determine the minutes of use for resold MTS and/or MTS-type service(s) shall be the most recent monthly period for which the customer has received a bill for such resold service(s). This information shall be delivered to the Telephone Company, at a location specified by the Telephone Company, no later than 15 days after the bill date shown on the resold MTS and/or MTS-type service bill. If the required information is not received by the Telephone Company, the previously reported information, as described preceding, will be used for the next two months. For any subsequent month, no allocation or credit will be made until the required documentation is delivered to the Telephone Company by the customer.

**3.6.3 RESALE DOCUMENTATION PROVIDED BY THE CUSTOMER**

When the customer utilizes Switched Access Service as set forth in 3.6.2, preceding, the Telephone Company may request a certified copy of the customer's resold MTS and/or MTS-type usage billing from either the customer or the provider of the MTS and/or MTS-type service. Requests for billing will relate back no more than 12 months prior to the current billing period.

**ACCESS SERVICE****3. CARRIER COMMON LINE ACCESS SERVICE****3.6 RESOLD MTS AND/OR MTS-TYPE SERVICE(S) (Cont'd)****3.6.4 RATE REGULATIONS CONCERNING THE RESALE OF MTS AND/OR MTS-TYPE SERVICE(S)**

When the customer is provided an access group to be used in conjunction with the resale of MTS and/or MTS-type service(s) as set forth in 3.6.1, preceding, subject to the limitations as set forth in 3.2, preceding, and the Telephone Company receives the usage information required as set forth in 3.6.2, preceding, to calculate the adjustment of Carrier Common Line Access rates, the customer will be billed as set forth in D., following.

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**A. Apportionment and Adjustment of Resold Minutes of Use**

When the customer is provided with more than one access group in a LATA in association with the resale of MTS and/or MTS-type service(s), the resold minutes of use will be apportioned as follows:

**1. Originating Services**

The Telephone Company will apportion the resold originating MTS and/or MTS-type service(s) and originating minutes of use for which the resale credit adjustment applies, among the access groups. Such apportionment will be based on the relationship of the originating usage for each access group to the total originating usage for all access groups in the LATA. For purposes of administering this provision:

- Resold originating MTS and/or MTS-type service(s) minutes shall be only those attributable to interstate originating MTS and/or MTS-type minutes and shall not include collect, third number, credit card or intrastate minutes of use.

The resale credit adjustment shall apply for resold originating MTS and/or MTS-type service(s) and minutes of use, provided Carrier Common Line and Switched Access Rates and Charges have been assessed on such services.

**ACCESS SERVICE****3. CARRIER COMMON LINE ACCESS SERVICE****3.6 RESOLD MTS AND/OR MTS-TYPE SERVICE(S)****3.6.4 RATE REGULATIONS CONCERNING THE RESALE OF MTS AND/OR MTS-TYPE SERVICE(S)****A. Apportionment and Adjustment of Resold Minutes of Use (Cont'd)****2. Terminating Services**

The Telephone Company will apportion the resold terminating MTS and/or MTS-type service(s) and terminating minutes of use for which the resale credit adjustment applies, among the access groups. Such apportionment will be based on the relationship of the terminating usage for each access group to the total terminating usage for all access groups in the LATA. For purposes of administering this provision:

- Resold terminating MTS and/or MTS-type service(s) minutes shall be only those attributable to interstate terminating MTS and/or MTS-type (i.e., collect calls, third number calls, and credit card calls) and shall not include intrastate minutes of use or MTS and/or MTS-type minutes of use paid for by another party.

The resale credit adjustment shall apply for resold terminating MTS and/or MTS-type service(s) and minutes of use, provided Carrier Common Line and Switched Access Rates and Charges have been assessed on such services.

**ACCESS SERVICE****3. CARRIER COMMON LINE ACCESS SERVICE****3.6 RESOLD MTS AND/OR MTS-TYPE SERVICE(S)****3.6.4 RATE REGULATIONS CONCERNING THE RESALE OF MTS AND/OR MTS-TYPE SERVICE(S) (Cont'd)****B. Same State/Telephone Company/Exchange Limitation**

In order for the rate regulations to apply as set forth in D., E. or F., following, the access groups and the resold MTS and/or MTS-type service(s) must be provided in the same state (except when the same extended area service arrangement is provided in two different states by the same telephone company) in the same exchange, provided by the same telephone company and connected directly or indirectly. For those exchanges that encompass more than one state, the customer shall report the information by state within the exchange.

**C. Direct and Indirect Connections**

Each of the access group arrangements used by the customer in association with the resold MTS and/or MTS-type service(s) must be connected either directly or indirectly to the customer designated premises at which the resold MTS and/or MTS-type service(s) are terminated. Direct connections are those arrangements where the access groups and resold MTS and/or MTS-type service(s) are terminated at the same customer designated premises.

Indirect originating connections are those arrangements where the access groups and the resold originating MTS and/or MTS-type service(s) are physically located at different customer designated premises in the same exchange. Such different customer designated premises are connected by facilities that permit a call to flow from access groups to resold MTS and/or MTS-type service(s).

Indirect terminating connections are those arrangements where the access groups and resold terminating MTS and/or MTS-type service(s) are physically located at different customer designated premises in the same exchange. Such different customer designated premises are connected by facilities that permit a call to flow from resold terminating MTS and/or MTS-type service(s) to access groups.

**ACCESS SERVICE**

**3. CARRIER COMMON LINE ACCESS SERVICE**

**3.6 RESOLD MTS AND/OR MTS-TYPE SERVICE(S)**

**3.6.4 RATE REGULATIONS CONCERNING THE RESALE OF MTS AND/OR MTS-TYPE  
SERVICE(S) (Cont'd)**

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## ACCESS SERVICE

## 3. CARRIER COMMON LINE ACCESS SERVICE

## 3.6 RESOLD MTS AND/OR MTS-TYPE SERVICE(S)

## 3.6.4 RATE REGULATIONS CONCERNING THE RESALE OF MTS AND/OR MTS-TYPE SERVICE(S) (Cont'd)

## D. Access Groups

The Access Rate per minute as set forth in 3.9.1, following, will apply. The minutes billed Carrier Common Line access rates will be the adjusted originating interstate access minutes and the adjusted terminating interstate access minutes for such access groups.

The adjusted originating access minutes will be the originating interstate access minutes less the reported resold originating MTS and/or MTS-type service minutes of use as set forth in A.1., preceding; but not less than zero. The adjusted terminating access minutes will be the terminating interstate access minutes less the reported resold terminating MTS and/or MTS-type service minutes of use as set forth in A.2., preceding; but not less than zero.

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## ACCESS SERVICE

## 3. CARRIER COMMON LINE ACCESS SERVICE

## 3.6 RESOLD MTS AND/OR MTS-TYPE SERVICE(S)

## 3.6.4 RATE REGULATIONS CONCERNING THE RESALE OF MTS AND/OR MTS-TYPE SERVICE(S) (Cont'd)

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(D)

## E. When the Adjustment will be Applied to Customer Bills

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The adjustment as set forth in D., preceding, will be made to the involved customer account no later than either the next bill date, or the one subsequent to that, depending on when the usage report is obtained.

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## F. Conversion of Billed Usage to Minutes

(T)

When the MTS and/or MTS-type usage is shown in hours, the number of hours shall be multiplied by 60 to develop the associated MTS and/or MTS-type minutes of use. If the MTS and/or MTS-type usage is shown in a unit that does not show hours or minutes, the customer shall provide a factor to convert the shown units to minutes.

## G. Percent Interstate Use (PIU)

(T)

The adjustment as set forth in D., preceding, will be made to the involved customer account after making the adjustments to the customer account as set forth in 3.8.4, following (PIU).

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## 3.7 RESERVED FOR FUTURE USE

**ACCESS SERVICE****3. CARRIER COMMON LINE ACCESS SERVICE****3.8 RATE REGULATIONS****3.8.1 BILLING OF RATES**

Carrier Common Line Access rates will be billed to each Switched Access Service provided under this Tariff in accordance with the regulations as set forth in 3.8.5, following (Determination of Rates) except as set forth in 3.2.3, preceding (WATS Access Lines), 3.6.4, preceding (Resale) and 3.8.4, following (PIU).

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**3.8.2 RESERVED FOR FUTURE USE****3.8.3 UNMEASURED LINESIDE ACCESS USAGE**

When Carrier Common Line Access is provided in association with Lineside Switched Access Service in Telephone Company offices that are not equipped for measurement capabilities, an assumed average interstate access minutes will be used to determine Carrier Common Line Access rates. These assumed access minutes are as set forth in 6.7.7, following.



**ACCESS SERVICE****3. CARRIER COMMON LINE ACCESS SERVICE****3.8 RATE REGULATIONS (Cont'd)****3.8.4 PERCENT INTERSTATE USE (PIU)**

When the customer reports interstate and intrastate use of in-service Switched Access Service, Carrier Common Line Access rates will be billed only to interstate Switched Access Service access minutes based on the data reported by the customer as set forth in 2.3.10, preceding, except where the Company is billing according to actuals by jurisdiction. Interstate Switched Access Service access minutes will, after adjustment as set forth in 3.6.4, preceding, when necessary, be used to determine Carrier Common Line Access Rates as set forth in 3.8.5, following.

**3.8.5 DETERMINATION OF RATES**

After the adjustments as set forth in 3.6.4 and 3.8.4, preceding, have been applied, when necessary, to Switched Access Service access minutes, rates for the involved customer account will be determined as set forth in 3.9.1, following.

- A. Carrier Common Line Access rates shall not be reduced as set forth in 3.6.1, preceding, unless Switched Access Charges, as set forth in 6.8.1, following, are applied to the customer's Switched Access Services.

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**ACCESS SERVICE****3. CARRIER COMMON LINE ACCESS SERVICE****3.8 RATE REGULATIONS****3.8.5 DETERMINATION OF RATES (Cont'd)**

(C)

**B. Determination of Originating and Terminating Charges**

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The determination of originating and terminating charges for Carrier Common Line rates applies in the following manner.

**1. Originating Charges**

The originating Access, per minute rate applies to all originating access minutes of use except as set forth following.

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When the customer has Lineside Access Service where the off-hook supervisory signaling is forwarded by the customer's equipment when the called party answers, the originating access minutes of use are assessed the terminating per minute rate (instead of the originating rate) as set forth in 2., following;

When originating calls are placed to 700, 8XX and 900 numbers, the originating access minutes of use are determined based on a customer provided Carrier Common Line (CCL) factor as set forth in 3., following.

**2. Terminating Charges**

Terminating Access, per minute rate applies to all access minutes of use as set forth following.

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The terminating per minute rate applies to all access minutes of use (including 700, 8XX or 900 calls) that terminate over local exchange common lines. The terminating rate is not assessed to 700, 8XX or 900 calls that terminate over a Special Access Service (e.g., WATS).

The terminating per minute rate (instead of the originating rate) applies to all originating access minutes of use associated with Lineside Access Services where the off-hook supervisory signaling is forwarded by the customer's equipment when the called party answers.

The terminating per minute rate (instead of the originating rate) applies to originating access minutes of use when originating calls are placed to 700, 8XX and 900 numbers. The number of originating access minutes is determined based on a customer provided CCL factor as set forth in 3., following.

**ACCESS SERVICE****3. CARRIER COMMON LINE ACCESS SERVICE****3.8 RATE REGULATIONS****3.8.5 DETERMINATION OF RATES****B. Determination of Originating and Terminating Charges (Cont'd)**(C)  
(T)**3. Originating and Terminating Charges for 700, 8XX and 900 Access Minutes**

When an originating call is placed to a 700, 8XX or 900 number and that call is terminated over a local exchange common line, the originating minute of use rate applies to the originating access minutes. When an originating call is placed to a 700, 8XX or 900 number and that call is terminated over a Special Access Service (e.g., WATS), the terminating minute of use rate applies to the originating access minutes. Because the Company is unable to determine the facility used to terminate the call, a customer provided CCL factor is used by the Company to calculate the number of originating minutes that should be assessed the originating rate and the number of minutes that should be assessed the terminating rate.

The factor provided by the customer is the percentage of originating minutes that actually terminated over a local exchange common line. The Company shall apply the factor against the total number of 700, 8XX and 900 originating minutes to determine the number of originating minutes that should be assessed the originating rate. The remainder of the 700, 8XX and 900 originating minutes, shall be assessed the terminating rate.

When a customer initially orders 700, 8XX and 900 Service, the customer shall state in its initial order a projected factor in a whole number (i.e., a number 0-100). The factor is reported by LATA and applies to all end offices within the LATA. If the customer does not supply the Company with a projected factor when the service is ordered, the Company shall apply a default factor of one hundred percent (100) until a quarterly report is received as set forth following.

**ACCESS SERVICE****3. CARRIER COMMON LINE ACCESS SERVICE****3.8 RATE REGULATIONS****3.8.5 DETERMINATION OF RATES**

- B. Determination of Originating and Terminating Charges (C)  
3. Originating and Terminating Charges for 700, 8XX and 900 Access Minutes. (T)  
(Cont'd)

This factor is used by the Company until a revised report is received. The customer shall update the factor on a quarterly basis by LATA. The customer shall forward to the Company a revised report, to be received no later than fourteen (14) days after the first of January, April, July and October. The revised report shall show the factor for the most current data available, for each service. This data shall consist of at least three (3) and no more than twelve (12) consecutive months of data, ending no more than 75 days earlier than the date the report is due (e.g., for the report due January 15th, the last month of data should be no earlier than October 31). The updated factor shall be based on call detail records. The factor can be based on a statistically valid sample. The factor reported in January, April, July and October shall be effective on the bill date of each such month and shall serve as the basis for the next three months' billing beginning in February, May, August and November, respectively.

No prorating or back billing shall be done based on the report. However, usage shall be billed utilizing the factor that was in effect at the time the usage was generated.

If a billing dispute arises concerning the projected factor or if the CCL factor changes by three (3) or more points from the previous quarter, or more than ten (10) points annually, the Company has the right to request the work papers and summary, as described in 5., following, used by the customer to substantiate the most recent factor. The Company will send a letter to the customer (by certified U. S. Mail, return receipt requested) requesting the information. The information must be submitted by the customer within thirty (30) days after receipt of the certified letter.

Upon receipt of the customer's work papers and summary, the Company will review the work papers and summary submitted within thirty (30) days from receipt of the information.

If after review of the information, it is determined that a billing dispute exists, the Company will continue to use the customer provided factor and begin audit procedures as set forth in 5., following.

When the quarterly report is not supplied by the customer, the procedures, as set forth in 4., following, will be taken by the Company.

**ACCESS SERVICE****3. CARRIER COMMON LINE ACCESS SERVICE****3.8 RATE REGULATIONS****3.8.5 DETERMINATION OF RATES****B. Determination of Originating and Terminating Charges (Cont'd)**(C)  
(T)**4. Quarterly Reporting Procedures**

When the quarterly report is not supplied by the customer on the date specified, the following steps, as set forth in (a.) and (b.), following, will be taken by the Company.

- a. The Company will assume the CCL factor to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the Company will assume the CCL factor to be the same as that utilized when the service was ordered.
- b. The Company will send a letter to the customer (by certified U.S. Mail, return receipt requested) requesting an updated factor within thirty (30) days and informing them that if no report is received, the Company will designate a one hundred percent (100%) factor beginning with the next billing period. This factor will be applied until an updated report is submitted or until the provisions set forth in 5., following, are met.

**5. Auditing Procedures**

If a billing dispute arises concerning the projected factor, the Company will ask the customer to provide the data the customer uses to determine the factor.

- a. If the Company questions the information provided by the customer in 3 and 4, preceding, the Company will send a letter to the customer (by certified U.S. Mail, return receipt requested) requesting that the customer contact the Company to discuss and explain their report within thirty (30) days of the Company's request.

**ACCESS SERVICE****3. CARRIER COMMON LINE ACCESS SERVICE****3.8 RATE REGULATIONS****3.8.5 DETERMINATION OF RATES****B. Determination of Originating and Terminating Charges****5. Auditing Procedures (Cont'd)**

- b. If no response is received from the customer, the Company will send a letter to the customer (by certified U.S. Mail, return receipt requested) requesting the work papers and summary as described in (h.), following, used by the customer to substantiate the most recent factor. The requested information must be submitted by the customer to the Company within thirty (30) days after receipt of the certified letter.
- c. If the customer submits the work papers and summary as requested in b., the Company will review this information within thirty (30) days after receipt of the customer's information.
- d. If after review of the documentation, the Company and the customer establish a revised factor, the Company will begin using that percentage with the next billing period.
- e. If the Company and the customer do not establish a revised factor or if there is no response from the customer, the Company will begin the procedures as set forth in f., following.
- f. When the reports are not provided by the customer or a billing dispute arises, the Company may request an audit. The audit procedures and responsible party(ies) for payment of audit expenses will be determined as follows:
  - If the Company and the customer mutually agree upon an independent Certified Public Accountant (CPA) auditing firm and the party(ies) agree to equally share in the payment of audit expenses, both the Company and the customer will be bound by such agreement; or
  - The customer may select an independent CPA auditing firm and pay all audit expenses.
  - If the audit is not conducted as set forth preceding, the Company may select an independent CPA auditing firm and pay all expenses.

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**ACCESS SERVICE****3. CARRIER COMMON LINE ACCESS SERVICE****3.8 RATE REGULATIONS****3.8.5 DETERMINATION OF RATES****B. Determination of Originating and Terminating Charges****5. Auditing Procedures (Cont'd)**

- g. The Company will adjust the customer's factor based upon the audit results. The factor resulting from the audit shall be applied to the usage for the quarter the audit is completed, the usage for the quarter prior to completion of the audit and the usage for the two (2) quarters following the completion of the audit. After that time, the customer may report a revised factor pursuant to 3., preceding. The Company will implement the revised factor to the next billing period or quarterly report date, whichever is first.
- h. The customer shall maintain and retain the work papers that show how the factor was determined and a summary derived from the actual call detail records for a minimum twelve month period which statistically substantiates each factor provided to the Company as set forth in 3., preceding. This summary at a minimum shall include month, year, state, traffic type and service type.
- i. If the customer does not provide the work papers and/or summary in accordance with the provisions set forth in this Tariff or if a billing dispute is not resolved from the submission of such work papers, the Company shall request the actual call detail records or a statistically valid sample of such records, as set forth in 3., preceding, on a prospective basis, not to exceed a consecutive three (3) month period. The actual call detail records will be used to statistically substantiate the factor provided to the Company and the process by which it is developed. Such call detail records shall consist of call information, including call terminating address (i.e., called number), call duration, the trunk group number(s), or access line number(s) over which the call is routed and the point at which the call enters the customer's network. The Company will not request such data more than once a year. However, the company reserves the right to request such data if the percentage factor changes by three (3) or more points in a quarter or ten (10) or more points annually.

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**ACCESS SERVICE****3. CARRIER COMMON LINE ACCESS SERVICE****3.8 RATE REGULATIONS****3.8.5 DETERMINATION OF RATES****B. Determination of Originating and Terminating Charges (Cont'd)**

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**6. Jurisdictional Report Proprietary Information**

The data the customer provides to the Company to support their factor is considered proprietary to the customer. The Company agrees to use and protect such information by exercising the same degree of care normally used to protect its own proprietary information.

**7. Contested Audits**

When an audit is conducted by the Company or an independent Certified Public Accountant (CPA) auditing firm selected by the Company, the audit results will be furnished to the customer by certified U.S. Mail (return receipt requested). The customer may contest the audit results by providing written notification (by certified U.S. Mail, return receipt requested), to the Company within fifteen (15) calendar days from the date the audit report is furnished to the customer by certified U.S. Mail (return receipt requested). When an audit is conducted by an independent Certified Public Accountant (CPA) auditing firm selected by the customer, the audit results will be furnished to the Company by certified U.S. Mail (return receipt requested). The Company may contest the audit results by providing written notification (by certified U.S. Mail, return receipt requested), to the customer within fifteen (15) calendar days from the date the audit report is furnished to the Company by certified U.S. Mail (return receipt requested).

Contested audits will be resolved by the Company and the customer within thirty (30) days of written notification, or a neutral arbitrator will be mutually agree upon by the Company and the customer. During the initial thirty (30) day resolution period, the Company and the customer will review the audit process and the data used to calculate the CCL factor, in an attempt to resolve the dispute. Should the Company and the customer resolve the dispute on the factor, a neutral arbitrator would not be warranted.



**ACCESS SERVICE****3. CARRIER COMMON LINE ACCESS SERVICE****3.8 RATE REGULATIONS****3.8.5 DETERMINATION OF RATES**

- B. Determination of Originating and Terminating Charges  
7. Contested Audits (Cont'd)

(C)  
(T)

Contested audits will be resolved by a neutral arbitrator mutually agreed upon by the Company and the customer. The arbitration hearing will be conducted in Denver, Colorado or a state and location within the Company operating territory that is mutually agreed upon by both parties. The arbitration proceeding, including the decision rendered, shall be governed by the law (both statutory and case) of the state in which the arbitration hearing is held, including, but not limited to the Uniform Arbitration Act, as adopted in that state.

Prior to the arbitration hearing, each party shall notify the arbitrator of the factor which that party believes to be correct. The arbitrator, in deciding, may adopt the factor of either party or may adopt a factor different from those proposed by the parties.

Each party shall bear its own costs, and shall share equally in the fees and expenses of the arbitrator.

Absent written notification, within the timeframe as set forth preceding, audit results cannot be contested and the Company will adjust the customer's factor based upon the audit results as set forth in 3., preceding.

## ACCESS SERVICE

## 3. CARRIER COMMON LINE ACCESS SERVICE

## 3.9 RATES AND CHARGES

## 3.9.1 CARRIER COMMON LINE

	RATE PER ACCESS MINUTE	
- Originating, per access minute	\$0.000000	(D)
- Terminating, per access minute	0.000000	(D)
		(D)

## ACCESS SERVICE

## 4. END USER ACCESS SERVICE

<b>Alphabetical By SUBJECT</b>	<b>PAGE</b>
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**ACCESS SERVICE****4. END USER ACCESS SERVICE**

End User Access Service provides for the use of Company common lines by end users and resellers (carriers that purchase subscriber lines for resale) who obtain local exchange service from the Company under its general and/or local exchange tariffs.

**4.1 GENERAL DESCRIPTION**

End User Access Service as described in this section consist of End User Common Line (EUCL) charges, Presubscribed Interexchange Carrier Charges (PICC) and Access Recovery Charges (ARC). Rate regulations for the EUCL, PICC and ARC are described in 4.6, following, and the rates are set forth in 4.7, following.

**4.2 LIMITATIONS**

- A. A telephone number is not provided with End User Access.
- B. Detail billing is provided to an interexchange carrier for PICC.
- C. Directory listings are not included with End User Access.
- D. Intercept arrangements are not included with End User Access.

**ACCESS SERVICE****4. END USER ACCESS SERVICE****4.3 UNDERTAKING OF THE COMPANY**

- A. The Company will provide use of a common line by an end user, reseller or interexchange carrier under this Tariff. Such use will be provided when the end user or reseller obtains local exchange service.
- B. The Company will be responsible for contacts and arrangements with customers (end users, resellers or interexchange carriers) for the billing of End User Access rates. The End User Access rates are billed as set forth following.

**1. EUCL**

When an end user or reseller obtains local exchange service from the Company, the EUCL per month rate is assessed to the end user or reseller of the associated local exchange service.

**2. PICC**

The PICC is assessed to the presubscribed carrier when an end user or reseller obtains local exchange service from the Company and identifies an interexchange carrier as the presubscribed carrier. If the end user or reseller chooses not to presubscribe to an interexchange carrier, the PICC is assessed directly to the end user or reseller. The PICC does not apply to either single or multiple Public Access Lines (PAL).

When the presubscribed carrier is an interexchange carrier reseller and wants its facility provider to be billed, the reseller and facility provider must provide a letter of authorization and billing agreement designating such billing for the PICC.

**ACCESS SERVICE****4. END USER ACCESS SERVICE****4.3 UNDERTAKING OF THE COMPANY****B.2. (Cont'd)**

When a presubscribed carrier has terminated service to its end user or reseller for nonpayment or for violation of any other term or condition in the presubscribed carrier's tariff, the presubscribed carrier must comply with the following conditions in order to avoid liability for the payment of the PICC.

- a. The presubscribed carrier must notify the Company that it has discontinued service to its end user or reseller at least fifteen (15) days prior to the monthly PICC determination date, and in a format mutually agreed upon by the carrier and the Company. When the notification is received, the Company will change the Primary Interexchange Carrier (PIC) designation to PIC NONE. When the line designation is PIC NONE, the end user or reseller must dial an access code for all interstate calls. In the event the notice is received less than fifteen (15) days before the Company's PICC determination date, the Company will make reasonable efforts to change the end user or reseller line to a PIC NONE designation. However, if the Company is unable to accomplish the change prior to the PICC determination date, the Company will continue to assess the PICC to the carrier until the following month's determination date.
- b. Prior to a., preceding, the presubscribed carrier must comply with the F.C.C. requirement to notify its presubscribed end user or reseller of the termination and explain to the customer the need to select a new primary interexchange carrier if the customer wants to continue to dial 1+ long distance calls after the termination. In the case of Company-owned payphones, the Company is the end user and notice should be provided to the Company's payphone group and not to the premises owner. In addition, the presubscribed carrier must inform the end user or reseller that the Company will assess the PICC directly to the end user or reseller until a new primary interexchange carrier is selected.
- c. Once the Company has received notification, as set forth in a., preceding, the local Exchange Service end user or reseller will not be presubscribed to any primary interexchange carrier, PIC NONE, in the Company's data base. The Company will cease billing the PICC to the presubscribed carrier and will assess the PICC to the end user or reseller. The PICC will be assessed to the end user or reseller until the end user or reseller selects another primary interexchange carrier as its presubscribed carrier.

**ACCESS SERVICE****4. END USER ACCESS SERVICE****4.3 UNDERTAKING OF THE COMPANY****B.2. (Cont'd)**

- d. The Company is not liable for any dispute resulting from the change to PIC NONE initiated by the presubscribed carrier's notification to the Company. The presubscribed carrier shall furnish the Company with a copy of its end user or reseller notification upon request in order to resolve any end user or reseller PIC disputes.
- e. In the event of a dispute over the PICC between the end user or reseller and the presubscribed carrier, the Company will bill the PICC to the end user or reseller when it has received notification as set forth in a., preceding. The end user or reseller should contact the formerly presubscribed carrier to attempt to resolve the dispute. The end user or reseller has the option of initiating an Interexchange Carrier Subscription termination complaint to the F.C.C. against its presubscribed carrier.

**3. ARC**

The ARC is assessed when an end user or reseller obtains local exchange service from the Company, the ARC per month rate is assessed to the end user or reseller of the associated local exchange service.

**ACCESS SERVICE**

**4. END USER ACCESS SERVICE**

**4.4 OBLIGATIONS OF THE CUSTOMER**

- A. When the customer is a Commercial Mobile Radio Service provider, it shall designate whether the local exchange services it is provided by the Company are used as access lines for its services or used as administrative lines.
- B. When the customer is provided with a local exchange service which is not identified as Business, Centrex, Digital Switched Service (DSS), Integrated Services Digital Network (ISDN), or Residence service, it shall provide the Company information relative to the use of such service to help the Company determine the appropriate rates.

**4.5 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES**

**A. Minimum Period**

The minimum period for which End User Access is provided and for which rates are applicable is the same as that in the general and/or local exchange tariffs for the associated local exchange service.

**B. Cancellation of Application**

End User Access is cancelled when the order for the associated local telephone exchange service is cancelled. No cancellation charges apply.

**C. Changes to Orders**

When changes are made to orders for the local exchange service associated with End User Access, any necessary changes will be made for End User Access. No charges will apply.



**ACCESS SERVICE****4. END USER ACCESS SERVICE****4.5 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)****D. Allowance for Interruptions**

When there is an interruption to a common line, requested credit allowances for EUCL, PICC and ARC rates are provided as set forth for the local exchange service for end user and reseller billed rates only. No credit allowance is made for the PICC when the rate is assessed to the presubscribed carrier.

**E. Temporary Suspension of Service**

When a end user temporarily suspends its local exchange service, one-half of the EUCL, PICC and ARC per month rates are temporarily suspended for the time period the local exchange service is suspended for end user and reseller billed rates. If the PICC is assessed to the presubscribed carrier, the PICC is not reduced.

**4.6 RATE REGULATIONS FOR EUCL, PICC AND ARC**

The EUCL, PICC and ARC rate applications are described in A. through O., following. The rates are set forth in 4.7, following.

- A. The EUCL, PICC and ARC Residence Subscriber rates, as described in B., C., and I., following, are based on a Primary and Non-Primary basis. The Primary Residence rate is assessed for the first line provided at the residence. Each additional line at the same residence, regardless of the named subscriber, is assessed the Non-Primary Residence rate. If the primary line disconnects, the non-primary line with the greatest length of service becomes the primary line. A residence is defined as a self-contained housing unit that typically contains cooking and sleeping facilities.
- B. When a customer is provided local residence exchange service by the Company, the EUCL, PICC and ARC Residence Subscriber rates apply for such local residence exchange service on a Primary and Non-Primary basis as set forth in A, preceding.

**ACCESS SERVICE****4. END USER ACCESS SERVICE****4.6 RATE REGULATIONS FOR EUCL, PICC AND ARC (Cont'd)**

- C. When a customer is provided local residence exchange service by the Company and when the local residence exchange service is provided as a multiparty service, the EUCL, PICC and ARC Residence Subscriber rates are assessed for each such party on a Primary and Non-Primary basis as set forth in A, preceding.
- D. When a customer is provided only a single local business exchange service (excluding PAL Service) by the Company, the EUCL, PICC and ARC Single Line Business Subscriber rates apply for each single business service.
- E. When a customer is provided only a single local business exchange service (excluding PAL Service) by the Company and when the local business exchange service is provided as a multiparty service, the EUCL, PICC and ARC Single Line Business Subscriber rates apply for each such party.
- F. When a customer is provided either single or multiple Public Access Lines (PAL) by the Company, the EUCL and ARC rates apply for each such PAL. As of October 1, 2003, the PICC will not apply to either single or multiple Public Access Lines (PAL).
- G. When a customer is provided more than one local business exchange service in a state by the same Company, the EUCL, PICC and ARC Multi-line Business Subscriber rates are assessed for each line.
- H. When a customer is provided DSS by the Company, the EUCL, PICC and ARC Multi-line Business Subscriber rates apply for every activated channel (maximum 24 channels) on the T-1 facility.

**ACCESS SERVICE****4. END USER ACCESS SERVICE****4.6 RATE REGULATIONS FOR EUCL, PICC and ARC (Cont'd)**

- I. Centrex is a service that (1) utilizes a shared or dedicated common block in a Company switch located at the Company central office to meet the customer's internal needs and serves as the customer's interface with the local and interexchange networks, (2) links the customer's main stations to the Company central office with subscriber loops, (3) allows Network Access Registers (NARs) to be associated with the service and (4) allows abbreviated dialing within the common block.

For business Centrex station lines (excluding Integrated Services Digital Network Basic Rate Interface within a Centrex system), the EUCL and ARC Multiline Business Subscriber rate applies for each line. However the ARC charge will not be applied to Centrex Services that utilize a dedicated common block. The PICC is assessed on a per Centrex station line basis. (The Centrex per-line rate is 1/9 of the Multiline Business Subscriber PICC rate.)

Centrex Dormitory (Residential) Service is a service to a college, university or school that serves student or faculty dormitory (residential) quarters. Primary and Non-Primary Residential EUCL, PICC and ARC rates apply for the station lines that serve dormitory quarters, as set forth in A., preceding. EUCL and ARC Multiline Business Subscriber and PICC Centrex Subscriber rates apply to the station lines that serve the school offices as set forth above.

**ACCESS SERVICE****4. END USER ACCESS SERVICE****4.6 RATE REGULATIONS FOR EUCL, PICC AND ARC(Cont'd)**

- J. When a customer is provided Integrated Services Digital Network Basic Rate Interface (ISDN-BRI) that permits the provision of two voice-grade-equivalent channels and a signaling/data channel over a single facility, the ISDN-BRI EUCL Subscriber rate, the ISDN-BRI PICC and the ISDN-BRI ARC rates are assessed for each such facility. When ISDN-BRI is provided within a Centrex system, the ISDN-BRI rate applications apply.
- K. When a customer is provided Integrated Services Digital Network Primary Rate Interface (ISDN-PRI) that permits the provision of up to 24 voice-grade-equivalent channels over a single T-1 facility, the EUCL and ARC Multiline Business Subscriber rate is multiplied by five for each such T-1 facility. The ISDN-PRI PICC rate is assessed once for each such T-1 facility.
- L. When a customer is provided a local exchange service which is not identified as Business, Centrex, DSS, ISDN or Residence service (e.g., Farm Service, Local Service), the Company will designate the service as either Business, Centrex, DSS, ISDN or Residence Service per 4.4.B., preceding. The rates, as set forth in 4.7, following, for EUCL, PICC and ARC will apply in accordance with the designation.
- M. For each local exchange service provided as Remote Call Forwarding (RCF) residential or Remote Call Forwarding business service, under the general and/or local exchange service tariffs, EUCL, PICC and ARC rates do not apply.
- N. EUCL, PICC and ARC rates are assessed for each local exchange service provided under the general and/or local exchange service tariffs to Commercial Mobile Radio Service providers which are used for administrative purposes.

**ACCESS SERVICE****4. END USER ACCESS SERVICE****4.6 RATE REGULATIONS FOR EUCL, PICC AND ARC (Cont'd)**

- O. When an end user is provided a local residence exchange service by the Company and if the residential local exchange service rate for such end user is a reduced residential local exchange rate based upon a state-established means test that is subject to verification, the applicable EUCL and ARC Primary Residence Subscriber line rate as set forth in 4.7, following, shall be reduced to the extent of the state assistance or waived in full if the state assistance equals or exceeds the Primary Residence EUCL and ARC rate. In states that do not provide matching funds, the applicable EUCL and ARC Primary Residence Subscriber line rate shall be waived in full if the named subscriber is eligible for federal Lifeline support. A named subscriber is deemed eligible for federal Lifeline support based on that end user's participation in Medicaid, food stamps, Supplementary Security Income, federal public housing assistance or Section 8 programs, or Low Income Home Energy Assistance Program. In addition, subscribers living on tribal lands are deemed eligible for federal Lifeline support based on that end user's participation in Bureau of Indian Affairs general assistance, Temporary Assistance for Needy Families tribally-administered block grant program, Head Start programs (under income qualifying eligibility provision only) or National School Lunch Program (free meals program only). In such states, the end user must sign, under penalty of perjury, on a document certifying: (1) that the customer is receiving benefits from one of these programs; (2) the name of the program form which the customer receives benefits; and (3) that the customer agrees to notify the Company if the customer ceases to participate in the program identified in the certification.

## ACCESS SERVICE

## 4. END USER ACCESS SERVICE

## 4.7 RATES AND CHARGES

## 4.7.1 EUCL

	USOC	MONTHLY RATE
• Residence Subscriber[1]		
- Primary Residence-Per State, Per individual line or trunk		
- Arizona	9LM	\$6.09 (R)
- Colorado	9LM	6.43
- Idaho (Boise LATA)	9LM	6.43 (R)
- Montana	9LM	6.50
- New Mexico	9LM	6.50
- Utah	9LM	6.36 (R)
- Wyoming	9LM	6.50
- Iowa	9LM	4.84
- Minnesota	9LM	4.98
- Nebraska	9LM	4.36 (R)
- North Dakota	9LM	6.50
- South Dakota	9LM	6.45
- Idaho (Spokane LATA)	9LM	6.50
- Oregon	9LM	6.50
- Washington	9LM	5.80 (R)

[1] Includes Centrex Dormitory (Residential) Service.

## ACCESS SERVICE

## 4. END USER ACCESS SERVICE

## 4.7 RATES AND CHARGES

## 4.7.1 EUCL (CONT'D)

	USOC	MONTHLY RATE
- Non-Primary Residence-Per State, Per individual line or trunk		
- Arizona	9ZRMR	\$6.09 (R)
- Colorado	9ZRMR	6.43
- Idaho (Boise LATA)	9ZRMR	6.43 (R)
- Montana	9ZRMR	7.00
- New Mexico	9ZRMR	7.00
- Utah	9ZRMR	6.36 (R)
- Wyoming	9ZRMR	7.00
- Iowa	9ZRMR	4.84
- Minnesota	9ZRMR	4.98
- Nebraska	9ZRMR	4.36 (R)
- North Dakota	9ZRMR	7.00
- South Dakota	9ZRMR	6.50 (R)
- Idaho (Spokane LATA)	9ZRMR	7.00
- Oregon	9ZRMR	6.54 (R)
- Washington	9ZRMR	5.80 (R)

## ACCESS SERVICE

## 4. END USER ACCESS SERVICE

## 4.7 RATES AND CHARGES

## 4.7.1 EUCL (CONT'D)

	USOC	MONTHLY RATE
• Single Line Business Subscriber-Per State, Per individual line or trunk		
- Arizona	9LM	\$6.09 (R)
- Colorado	9LM	6.43
- Idaho (Boise LATA)	9LM	6.43 (R)
- Montana	9LM	6.50
- New Mexico	9LM	6.50
- Utah	9LM	6.36 (R)
- Wyoming	9LM	6.50
- Iowa	9LM	4.84
- Minnesota	9LM	4.98
- Nebraska	9LM	4.36 (R)
- North Dakota	9LM	6.50
- South Dakota	9LM	6.45
- Idaho (Spokane LATA)	9LM	6.50
- Oregon	9LM	6.50
- Washington	9LM	5.80 (R)



## ACCESS SERVICE

## 4. END USER ACCESS SERVICE

## 4.7 RATES AND CHARGES

## 4.7.1 EUCL (CONT'D)

	USOC	MONTHLY RATE
• ISDN-BRI Subscriber[1]- Per State, Per facility		
- Arizona	9ZRB1	\$6.09 (R)
- Colorado	9ZRB1	6.43
- Idaho (Boise LATA)	9ZRB1	6.43 (R)
- Montana	9ZRB1	7.00
- New Mexico	9ZRB1	7.00
- Utah	9ZRB1	6.36 (R)
- Wyoming	9ZRB1	7.00
- Iowa	9ZRB1	4.84
- Minnesota	9ZRB1	4.98
- Nebraska	9ZRB1	4.36 (R)
- North Dakota	9ZRB1	7.00
- South Dakota	9ZRB1	6.50 (R)
- Idaho (Spokane LATA)	9ZRB1	7.00
- Oregon	9ZRB1	6.54 (R)
- Washington	9ZRB1	5.80 (R)

[1] For ISDN-PRI, see Page 4-15.

## ACCESS SERVICE

## 4. END USER ACCESS SERVICE

## 4.7 RATES AND CHARGES

## 4.7.1 EUCL (CONT'D)

	USOC	MONTHLY RATE
• Multi-line Business Subscriber, Per individual line or trunk[1]		
- Arizona	9ZR	\$6.09 (R)
- Colorado	9ZR	6.43
- Idaho (Boise LATA)	9ZR	6.43 (R)
- Montana	9ZR	9.20
- New Mexico	9ZR	9.20
- Utah	9ZR	6.36 (R)
- Wyoming	9ZR	9.20
- Iowa	9ZR	4.84
- Minnesota	9ZR	4.98
- Nebraska	9ZR	4.36 (R)
- North Dakota	9ZR	7.18
- South Dakota	9ZR	6.53 (R)
- Idaho (Spokane LATA)	9ZR	8.88
- Oregon	9ZR	6.54 (R)
- Washington	9ZR	5.80 (R)

[1] For ISDN-PRI, multiply the EUCL rate times five for each T-1 facility.

## ACCESS SERVICE

## 4. END USER ACCESS SERVICE

## 4.7 RATES AND CHARGES (Cont'd)

## 4.7.2 PICC

	USOC	MONTHLY RATE
• Residence Subscriber[1]		
- Primary, Per individual line or trunk	REB1X	\$0.00
- Non-Primary, Per individual line or trunk	REB4X	0.00
• Single Line Business Subscriber, Per individual line or trunk	REB2X	0.00
• Multiline Business Subscriber, Per individual line or trunk	REB3X	0.00
• ISDN-BRI Subscriber, Per facility	REB5X	0.00
• ISDN-PRI Subscriber, Per T-1 facility	REB9X	0.00
• Centrex Subscriber[2], Per individual station line	REB8X	0.00

[1] Includes Centrex Dormitory (Residential) Service.

[2] Excludes ISDN on Centrex and Centrex Dormitory (Residential) Service.

## ACCESS SERVICE

## 4. END USER ACCESS SERVICE

## 4.7 RATES AND CHARGES (Cont'd)

## 4.7.3 ARC

- Residence Subscriber[1]

	USOC	MONTHLY RATE
- Primary Residence-Per State, Per individual line or trunk		
- Arizona	9ZRR2	\$1.00 (I)
- Colorado	9ZRR2	1.00
- Idaho (Boise LATA)[2]	9ZRR2	1.00
- Montana	9ZRR2	1.00
- New Mexico	9ZRR2	1.00
- Utah	9ZRR2	1.00 (I)
- Wyoming[3]		

(M)

[1] Includes Centrex Dormitory (Residential) Service.

[2] The following Idaho Exchanges (Boise LATA) will be exempt from this charge: American Falls, Bancroft, Blackfoot, Bliss, Boise, Buhl, Caldwell, Castleford, Dietrich, Downey, Eden-Hazelton, Emmett, Gooding, Grace, Hagerman, Idaho City, Idaho Falls, Jerome, Kimberly, Kuna, Lava Hot Springs, McCammon, Melba, Meridian, Middleton, Montpelier, Mountain Home, Murtaugh, Nampa, New Plymouth, Payette, Pocatello, Preston, Rexburg, Rigby, Ririe, Roberts, Shelley, Shoshone, Soda Springs, Star, Twin Falls, Weiser and Wendell.

[3] All Wyoming Exchanges are exempt.

(M) Material moved to Pages 4-18 and 4-19.

## ACCESS SERVICE

## 4. END USER ACCESS SERVICE

## 4.7 RATES AND CHARGES

## 4.7.3 ARC

- Residence Subscriber[1] (Cont'd)

	USOC	MONTHLY RATE	(M)
- Primary Residence-Per State, Per individual line or trunk			
- Iowa	9ZRR2	1.00 (I)	
- Minnesota[2]	9ZRR2	1.00	
- Nebraska	9ZRR2	1.00	
- North Dakota[3] (Bismarck Dickinson, East Fairview, East Sidney, Emerado, Fargo, Gardner, Grafton, Grand Forks Hatton, Hillsboro, Jamestown, Larimore, Mandan, Manvel, Mayville, McIntosh, Minto, Morristown, Northwood, Reynolds, Thompson, Valley City, Wahpeton)	9ZRR2	1.00	(C)
- North Dakota (Belfield)	9ZRR2	0.99	
- North Dakota (Casselton, Kindred)	9ZRR2	0.70	(C)
- South Dakota	9ZRR2	0.91 (I)	

[1] Includes Centrex Dormitory (Residential) Service.

[2] The following Minnesota Exchanges will be exempt from this charge: Buffalo, Cambridge, Le Sueur and North Branch.

[3] The following North Dakota Exchange will be exempt from this charge: Leonard.

(M) Material moved from Page 4-17.

(M1) Material moved to Pages 4-20, 4-21 and 4-22.

## ACCESS SERVICE

## 4. END USER ACCESS SERVICE

## 4.7 RATES AND CHARGES

## 4.7.3 ARC

- Residence Subscriber[1] (Cont'd)

	USOC	MONTHLY RATE	(M)
- Primary Residence-Per State, Per individual line or trunk			
- Idaho (Spokane LATA)[2]	9ZRR2	1.00 (I)	(T)
- Oregon	9ZRR2	1.00	
- Washington	9ZRR2	1.00 (I)	

[1] Includes Centrex Dormitory (Residential) Service.

[2] The following Idaho Exchanges (Spokane LATA) will be exempt from this charge:  
Craigmont, Cottonwood, Grangeville, Kamiah, Kooskia, Lapwai, Lewiston and  
Nez Perce.

(M) Material moved from Page 4-17.

(M1) Material moved to Page 4-23.

## ACCESS SERVICE

## 4. END USER ACCESS SERVICE

## 4.7 RATES AND CHARGES

## 4.7.3 ARC (Cont'd)

- Non-Primary Residence-Per State,  
Per individual line or trunk

(M)

	USOC	MONTHLY RATE
- Arizona	9ZRR2	\$1.00 (I)
- Colorado	9ZRR2	1.00
- Idaho (Boise LATA)[1]	9ZRR2	1.00
- Montana	9ZRR2	1.00
- New Mexico	9ZRR2	1.00
- Utah	9ZRR2	1.00 (I)
- Wyoming[2]		

[1] The following Idaho Exchanges (Boise LATA) will be exempt from this charge: American Falls, Bancroft, Blackfoot, Bliss, Boise, Buhl, Caldwell, Castleford, Dietrich, Downey, Eden-Hazelton, Emmett, Gooding, Grace, Hagerman, Idaho City, Idaho Falls, Jerome, Kimberly, Kuna, Lava Hot Springs, McCammon, Melba, Meridian, Middleton, Montpelier, Mountain Home, Murtaugh, Nampa, New Plymouth, Payette, Pocatello, Preston, Rexburg, Rigby, Ririe, Roberts, Shelley, Shoshone, Soda Springs, Star, Twin Falls, Weiser and Wendell.

[2] All Wyoming Exchanges are exempt.

(M)  
(M1)

(M) Material moved from Page 4-18.

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## ACCESS SERVICE

## 4. END USER ACCESS SERVICE

## 4.7 RATES AND CHARGES

## 4.7.3 ARC

- Non-Primary Residence-Per State,  
Per individual line or trunk (Cont'd)

	USOC	MONTHLY RATE	(M)
- Iowa	9ZRR2	1.00 (I)	
- Minnesota[1]	9ZRR2	1.00	(T)
- Nebraska	9ZRR2	1.00	
- North Dakota[2] (Bismarck Dickinson, East Fairview, East Sidney, Emerado, Fargo, Gardner, Grafton, Grand Forks Hatton, Hillsboro, Jamestown, Larimore, Mandan, Manvel, Mayville, McIntosh, Minto, Morristown, Northwood, Reynolds, Thompson, Valley City, Wahpeton)	9ZRR2	1.00	(C)
- North Dakota (Belfield)	9ZRR2	0.99	
- North Dakota (Casselton, Kindred)	9ZRR2	0.70	(C)
- South Dakota	9ZRR2	0.91 (I)	

[1] The following Minnesota Exchanges will be exempt from this charge: Buffalo, Cambridge, Le Sueur and North Branch.

(T)

[2] The following North Dakota Exchange will be exempt from this charge: Leonard.

(T)(M)  
(M1)

(M) Material moved from Page 4-18.

(M1) Material moved to Page 4-25.



## ACCESS SERVICE

## 4. END USER ACCESS SERVICE

## 4.7 RATES AND CHARGES

## 4.7.3 ARC

- Non-Primary Residence-Per State,  
Per individual line or trunk (Cont'd)

	USOC	MONTHLY RATE	(M)
- Idaho (Spokane LATA)[1]	9ZRR2	1.00 (I)	(T)
- Oregon	9ZRR2	1.00 (I)	
- Washington	9ZRR2	1.00 (I)	

- [1] The following Idaho Exchanges (Spokane LATA) will be exempt from this charge: Craigmont, Cottonwood, Grangeville, Kamiah, Kooskia, Lapwai, Lewiston and Nez Perce. (T)

(M) Material moved from Page 4-18.

## ACCESS SERVICE

## 4. END USER ACCESS SERVICE

## 4.7 RATES AND CHARGES

## 4.7.3 ARC (Cont'd)

	USOC	MONTHLY RATE	(M)
• Single Line Business Subscriber-Per State, Per individual line or trunk			
- Arizona	9ZR23	\$1.00 (I)	
- Colorado	9ZR23	1.00	
- Idaho (Boise LATA)	9ZR23	1.00	
- Montana	9ZR23	1.00	
- New Mexico	9ZR23	1.00	
- Utah	9ZR23	1.00	
- Wyoming	9ZR23	1.00 (I)	
- Iowa	9ZR23	1.00 (I)	
- Minnesota	9ZR23	1.00	
- Nebraska	9ZR23	1.00	
- North Dakota	9ZR23	1.00	
- South Dakota	9ZR23	1.00 (I)	
- Idaho (Spokane LATA)	9ZR23	1.00 (I)	
- Oregon	9ZR23	1.00	
- Washington	9ZR23	1.00 (I)	(M)

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## ACCESS SERVICE

## 4. END USER ACCESS SERVICE

## 4.7 RATES AND CHARGES

## 4.7.3 ARC (Cont'd)

	USOC	MONTHLY RATE	(M)
• ISDN-BRI Subscriber[1]- Per State, Per facility			
- Arizona	9ZR42	\$2.00 (I)	
- Colorado	9ZR42	2.00	
- Idaho (Boise LATA)	9ZR42	2.00	
- Montana	9ZR42	2.00	
- New Mexico	9ZR42	2.00	
- Utah	9ZR42	2.00	
- Wyoming	9ZR42	2.00 (I)	
- Iowa	9ZR42	2.00 (I)	
- Minnesota	9ZR42	2.00	
- Nebraska	9ZR42	2.00	
- North Dakota	9ZR42	2.00	
- South Dakota	9ZR42	2.00 (I)	
- Idaho (Spokane LATA)	9ZR42	2.00 (I)	
- Oregon	9ZR42	2.00	
- Washington	9ZR42	2.00 (I)	

[1] For ISDN-PRI, see Page 4-25.

(M) Material Moved from Page 4-20.

## ACCESS SERVICE

## 4. END USER ACCESS SERVICE

## 4.7 RATES AND CHARGES

## 4.7.3 ARC (Cont'd)

	USOC	MONTHLY RATE	(M)
• Multi-line Business Subscriber, Per individual line or trunk[1][2]			
- Arizona	9ZR42	\$2.00 (I)	
- Colorado	9ZR42	2.00	
- Idaho (Boise LATA)	9ZR42	2.00	
- Montana	9ZR42	2.00	
- New Mexico	9ZR42	2.00	
- Utah	9ZR42	2.00	
- Wyoming	9ZR42	2.00 (I)	
- Iowa	9ZR42	2.00 (I)	
- Minnesota	9ZR42	2.00	
- Nebraska	9ZR42	2.00	
- North Dakota	9ZR42	2.00	
- South Dakota	9ZR42	2.00 (I)	
- Idaho (Spokane LATA)	9ZR42	2.00 (I)	
- Oregon	9ZR42	2.00	
- Washington	9ZR42	2.00 (I)	

[1] For ISDN-PRI, multiply the ARC rate times five for each T-1 facility.

[2] Where available, the following Centrex Services are Exempt from the ARC Multi-line Business Subscriber Charge: Centrex *PRIME*, Centrex Plus, *CENTRON*, *CENTRON 50* and *CENTRON XL*.

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## ACCESS SERVICE

## 5. ORDERING OPTIONS FOR ACCESS SERVICES

<b>Alphabetical By SUBJECT</b>	<b>PAGE</b>
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**ACCESS SERVICE****5. ORDERING OPTIONS FOR ACCESS SERVICES****5.1 GENERAL**

This Section sets forth the regulations and order related charges for Switched Access Services, Private Line Transport Services, Advanced Communications Networks and Expanded Interconnection-Collocation (EIC) Service. These charges are in addition to other applicable charges as set forth in other sections of this Tariff.

An Access Order is an order to provide the customer with Switched Access Service, Private Line Transport Service, Advanced Communications Networks or EIC Service. It is also used to provide changes to existing services including EIC Service Channel Terminations. Other changes to EIC Service are set forth in Section 21, following.

**5.1.1 ORDERING CONDITIONS**

The customer shall provide all information necessary for the Company to provide and bill for the requested service. In addition to the order information required in 5.2, following, the customer must also provide:

- Customer name and premises address(es).
- Billing name and address (when different from customer name and address).
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

The Company will establish a Service Date (Due Date) when the customer has placed an order for service with all the appropriate information to allow for the processing of the Access Order. The date on which the Service Date is established is the Application Date (Order Date).

The time required to provision the service (i.e., the interval between the Application Date and the Service Date) is known as the Service Date Interval. The Service Date Interval is established in accordance with 5.2.1, following. The Company will provide a firm order confirmation to the customer advising the customer the Application Date and the associated Service Date Intervals for the Access Order. Access Order firm order confirmations, where possible, will reflect the customer's requested service date.

**ACCESS SERVICE****5. ORDERING OPTIONS FOR ACCESS SERVICES****5.1 GENERAL (Cont'd)****5.1.2 PROVISION OF OTHER SERVICES**

- A. In addition to Switched Access and Private Line Transport Services, other services offered under the provisions of this Tariff shall be ordered with an Access Order or as set forth in B., following. The rates and charges for these services, as set forth in other sections of this Tariff, will apply in addition to the ordering charges set forth in this section and the rates and charges for the Access Service with which they are associated.
- B. With the agreement of the Company, other services set forth in A., preceding, may subsequently be added to the order at any time, up to and including the service date for the Access Service. When added subsequently, charges for a design change as set forth in 5.2.2.C., following, will apply when an engineering review is required.
- C. Additional Engineering is not an ordering option, but will be applied to an Access Order when the Company determines that Additional Engineering is necessary to accommodate a customer request. Additional Engineering will only be required as set forth in 13.1, following. When Additional Engineering is required, the customer will be so notified and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the customer agrees to the Additional Engineering, a firm order will be established.

If the customer does not want the service or facilities after being notified that Additional Engineering of Company facilities is required, the order will be withdrawn and no charges will apply. Once a firm order has been established, the total charge to the customer for the Additional Engineering may not exceed the estimated amount by more than ten percent (10%).

The regulations, rates and charges for Additional Engineering are as set forth in 13.1, following, and are in addition to the regulations, rates and charges specified in this section.

**5.1.3 SPECIAL CONSTRUCTION**

The regulations, rates and charges for special construction are set forth in Tariff F.C.C. No. 12 and are in addition to the regulations, rates and charges specified in this Tariff.

**ACCESS SERVICE****5. ORDERING OPTIONS FOR ACCESS SERVICES****5.2 ACCESS ORDER**

An Access Order is used by the Company to provide a customer Access Service as follows:

- Switched Access Services as set forth in Section 6, following,
- Private Line Transport Services as set forth in Section 7, following,
- Other Services as set forth in 5.1.2, preceding,
- Advanced Communications Network, as set forth in Section 8, following, and
- EIC Service as set forth in Section 21, following.

**A. Switched Access Service**

When a customer requests new or additional Switched Access Services, one or more access orders may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

When placing an order for Lineside or Trunkside Switched Access Service (FG or BSA), the customer shall specify, at a minimum, the following:

- The type of Entrance Facility (EF), as described in 1., following;
- The type of Direct-Trunked Transport (DTT) facility for both direct routed and tandem routed traffic, as described in 2., following;
- The number of lines and/or trunks, as described in 3. and 4., following;
- The basic Lineside or Trunkside Switched Access Service arrangement (BSA or FG) information as described in 3. and 4., following, respectively.



**ACCESS SERVICE****5. ORDERING OPTIONS FOR ACCESS SERVICES****5.2 ACCESS ORDER****A. Switched Access Service (Cont'd)**

1. When the customer orders an EF for Switched Access Service (as described in 6.1.2, following), the customer must specify the customer-designated premises and the type of facility, DS3, DS1 or Voice Grade, being requested between the customer's premises and the serving wire center (SWC) of that premises. The customer shall specify their facility terminating interface and the appropriate multiplexing options, if desired, at the SWC.

When a Voice Grade EF is ordered, the customer shall order the associated Lineside or Trunkside Service, as set forth in 3. and 4., following, and the DTT facility, as set forth in 2., following, at the same time.

When a DS1 or DS3 EF and/or DTT is being requested, the customer has the option of ordering the Lineside or Trunkside Service at the same time or the customer may order the Lineside or Trunkside Service subsequent to ordering the EF or DTT facility when one of the following conditions exist:

- A DS3 EF is ordered with a DS3 to DS1 Multiplexer at the SWC, or
- A DS3 EF is ordered with a DS3 to DS1 Multiplexer at the SWC and DS1 DTT is ordered to a specific end office, Company Hub or access tandem, or
- A DS3 EF is ordered to the SWC and a DS3 DTT facility, with a DS3 to DS1 Multiplexer, is ordered to a specific end office, Company Hub or access tandem, or
- A DS1 EF is ordered with a DS1 to Voice Grade Multiplexer at the SWC, or
- A DS1 EF and a DS1 DTT are ordered to a specific end office, Company Hub or access tandem.

When the customer chooses to use a portion of the available capacity on an existing PLTS SST Service for Switched Access Service between the customer's premises and the SWC of that premise, the customer shall place an order for each individual Switched Access Service and specify the channel assignment for the SST Shared Use facility. An EF is not ordered when a SST Shared Use facility is utilized. The SST CO Node must be located in the customer's SWC for Switched Access Service provisioning.

**ACCESS SERVICE****5. ORDERING OPTIONS FOR ACCESS SERVICES****5.2 ACCESS ORDER****A. Switched Access Service (Cont'd)**

2. When the customer orders a DTT facility (as described in 6.1.2, following), for either tandem routed or direct routed traffic, the customer must specify whether the EF that interfaces with the DTT facility is new or existing. If the EF is new, the customer shall order the EF as described in 1., preceding. If the EF is existing, the customer shall provide the Circuit Facility Assignment (CFA) of the existing facility that will be utilized for the DTT. The EF capacity must be the same capacity as the DTT or higher.

The customer shall specify the type of DTT facility, DS3, DS1 or Voice Grade, being requested and any multiplexing options desired. When ordering a DS1 DTT facility to a Company Hub, the customer shall specify the desired multiplexing Hub selected from the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4. This tariff identifies the type(s) of multiplexing functions which are available for a DS1 facility. When the customer desires DS3 to DS1 multiplexing/hubbing arrangements, the Company will work cooperatively to provide the desired multiplexing/hubbing arrangements in all wire centers.

The customer may order a DTT facility prior to ordering Lineside or Trunkside Service only as set forth in 1., preceding. If one of the conditions in 1., preceding, is not met, the customer must order Lineside or Trunkside Service at the same time the DTT facility is ordered as set forth in 3. and 4., following.

When tandem routing is to be utilized for Trunkside Access, a DTT facility is required between the serving wire center and the access tandem and TST (common transport) is required between the access tandem and all the end offices subtending that tandem. The TST common transport facilities are provided by the Company based on the number of trunks being requested by the customer as set forth in 4., following.

When PLTS SST facilities are provided from the SWC of the customer's premises to a Remote CO Node and those SST facilities are shared with Switched Access Service, the customer shall specify the type of DTT facility from the Remote CO Node to an access tandem, Company hub or end office based on whether the customer requests tandem routing or direct routing.

**ACCESS SERVICE****5. ORDERING OPTIONS FOR ACCESS SERVICES****5.2 ACCESS ORDER****A. Switched Access Service (Cont'd)**

3. When the customer orders Lineside Switched Access Service, the customer must have capacity available on an existing EF and/or DTT facility with compatible interfaces or request an EF and/or DTT facility as described in 1. and 2., preceding. Tandem routing is not available for Lineside Switched Access. When the EF and/or DTT facility is existing, the customer shall provide the CFA of the facility to be utilized. The customer shall also specify the number of lines, the first point of switching (i.e., dial-tone office), the directionality of the service and the Switched Transport and Local Switching options desired. When additional information is required, either to apply credits or to measure and bill Lineside service properly, the customer shall specify whether the ordered line(s) will be used for resale purposes or not for resale purposes. When the service is for resale purposes, the customer shall also specify which lines are to be arranged in multiline hunt group arrangements and which lines are to be provided as single lines.
4. When the customer orders Trunkside Switched Access Service, the customer must have capacity available on an existing EF with a compatible interface or request an EF as described in 1., preceding. In addition, the customer must specify if direct routing or tandem routing is to be utilized.

When direct routing is being requested, the customer must have an existing DTT facility between the serving wire center and the end office or order a new DTT facility as described in 2., preceding. If the DTT facility is existing, the customer shall provide the CFA of the facility to be utilized.

When tandem routing is to be utilized, a DTT facility is required between the serving wire center and the access tandem and TST (common transport) is required between the access tandem and all the end offices subtending that tandem. If the DTT facility is new, the customer may order the DTT facility as described in 2, preceding. If the DTT facility is existing, the customer shall provide the CFA of the facility to be utilized. The TST common transport facilities are provided by the company based on the number of trunks being requested as set forth following.

Trunkside Switched Access Service must be ordered in trunks. The customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic. On the order for service, the customer shall specify the number of trunks, the end office, if direct routing or tandem routing is desired, Switched Transport options and Local Switching options desired.

**ACCESS SERVICE****5. ORDERING OPTIONS FOR ACCESS SERVICES****5.2 ACCESS ORDER****A. Switched Access Service****4. (Cont'd)**

The number of trunks may be determined by the customer in the following manner. For each day the customer shall determine the highest number of trunks required to handle its traffic during a single hour. The customer shall, for the same hour period (i.e., busy hour), pick the twenty consecutive business days in a calendar year which add up to the largest number of trunks required to handle its traffic. The customer shall then determine the average busy hour trunks by dividing the largest number of trunks in use figure, for the same hour period, for the consecutive twenty business day period by 20. This computation shall be performed for each end office and/or access tandem the customer wishes to serve.

When ordering trunks to an access tandem or CST3 or FGD trunks to a customer-provided tandem, the customer must also provide the Company an estimate of the amount of traffic it will generate to and/or from each end office subtending the access tandem or customer-provided tandem to assist the Company in its own efforts to project further facility requirements. In addition, the customer shall also specify for terminating only access, whether the trunks are to be arranged in trunk group arrangements or provided as single trunks. The traffic type must also be specified using the same categories as described in 6.1.1, following, to enable efficient provisioning and billing functions.

5. For 900 Access Service, the customer shall order the service in accordance with the provisions as set forth in 1., 2. and 4., preceding, and the manner in which the service is to be provisioned as set forth in 6.2.9, following, except that customers may request DTT to only those offices designated by the Company as 900 Access Service screening offices. Additionally, when new NXX(s) are to be opened in a LATA or when existing NXX(s) are to be deleted, and such change is to occur coincident with the service date established for the order, the customer shall provide such information when placing the order for the service. The customer shall notify the Company of all NXX code activity (activation or deactivation) as set forth in 6.6.2.D., following, regardless of whether the activity is to occur with or without a requirement for additional capacity (i.e., busy hour minutes of capacity or quantities of trunks). All 900 number assignments and administration shall be in accordance with the North American Numbering Plan (NANP).

**ACCESS SERVICE****5. ORDERING OPTIONS FOR ACCESS SERVICES****5.2 ACCESS ORDER****A. Switched Access Service (Cont'd)**

6. For 800 Data Base (800 DB) Access Service, the customer shall order the service in accordance with the requirements as set forth in 1., 2. and 4., preceding. The service will be provisioned as set forth in 6.2.8, except that customers may request DTT to those end offices designated by the Company as Service Switching Points (SSPs). 800 DB Access Service is available only as a LATA-wide service and must be ordered to all end offices in a LATA. Service will be provisioned, at a minimum, to all access tandems and operator switches equipped as SSPs in a LATA. 8XX codes and number assignments shall be in accordance with the Guidelines for 800 Data Base.
7. When a customer orders CCSAC, the customer must specify the customer STP premises and the number of CCS Links required between the customer's SPOI and the Company STP location per access order as set forth in Section 20, following.
8. When a customer orders LIDB, the customer must specify the Originating Point Code(s) and Location Identification Code(s) that will access the Company's LIDB per access order as set forth in Section 20, following.
9. When a customer orders CST3 or FGD Service with the SS7 Out of Band Signaling feature, the customer must specify the CCSAC Service required between the customer's SPOI and the Company's STP location per access order as set forth in Section 20, following. Separate orders shall be issued for the CCSAC Service and the associated CST3 or FGD Service.

## ACCESS SERVICE

## 5. ORDERING OPTIONS FOR ACCESS SERVICES

## 5.2 ACCESS ORDER

## A. Switched Access Service (Cont'd)

10. When a customer desires Switched Access Service to an end office that is a remote switching office, the customer must order service to and/or from the host office which controls the remote switching office since all traffic to and/or from a remote switching office must be routed through the host office.
11. For Voice DA Service, the customer shall specify the number of trunks from the SWC of the customer's premises to the Voice DA location. If the Voice DA Service is to be combined with a Trunkside or *DID* Switched Access Service, the customer shall also specify which trunk group is to be associated with the Voice DA Service. This information is used to determine the number of transmission paths as set forth in 9.2.1.C., following. The customer then specifies the Directory Transport options. For purposes of applying the order regulations, a Voice DA location is considered to be a customer/end user serving wire center.
12. For originating and terminating CST3 or FGD transported via a customer-provided tandem premises, the Switched Access CST3 or FGD trunk arrangement must be ordered as a one-way direct outgoing or a one-way direct incoming trunk termination for all the CST3 or FGD Service in the same Company end office. (C)
13. When a DTT facility is ordered with TSI, only CST3 or FGD service may be transported over the DTT facility.

**ACCESS SERVICE****5. ORDERING OPTIONS FOR ACCESS SERVICES****5.2 ACCESS ORDER****A. Switched Access Service (Cont'd)**

14. For 500 Access Service, the customer shall order the service as set forth in 1., 2. and 4., preceding. The service will be provisioned as set forth in 6.2.12, following, except that the customer may order service directly to an end office via CST3 or Feature Group D to only those offices designated by the Company. Additionally, when new NXX codes are to be opened in a LATA or when existing NXX codes are to be deleted, and such changes are coincident with the service date established for the order, the customer shall provide such information when placing the order for the service. The customer shall notify the Company of all NXX code activity (activation or deactivation) as set forth in 6.6.2, following, regardless of whether the activity is to occur with or without a requirement for additional capacity. All 5YY number assignments and administration shall be in accordance with the North American Numbering Plan (NANP).
15. Customers, when placing an order for Switched Access Services FGB, FGD, CST1 or CST3, may request one or more Carrier Identification Codes (CIC) on the same Access Order. The first CIC is included in the nonrecurring charge for the Access Order. Each additional (i.e., two or more) CIC requested on the same Access Order is assessed a service rearrangement nonrecurring charge as set forth in 6.7.1, following.
16. For Telecommunications Relay Service (TRS), the TRS provider shall order an EF from their premises to their SWC and the associated functionally equivalent one-way originating CST3 or FGD trunks to the access tandem. The TRS provider must forward the 10-digit calling party's Automatic Number Identification (ANI), the TRS ANIii digits, the 10-digit called number and the specified interexchange carrier's Carrier Identification Code (CIC).

The Company shall switch the TRS originating traffic through the tandem to the CST3 or FGD trunks of the interstate carrier of choice.

The interexchange carrier of choice shall order regular CST3 or FGD Switched Access as set forth in this section to the access tandem that serves the TRS provider for originating traffic.

**ACCESS SERVICE****5. ORDERING OPTIONS FOR ACCESS SERVICES****5.2 ACCESS ORDER (Cont'd)****B. Private Line Transport Services**

For all Private Line Transport Services, the customer must specify the customer-designated premises or Hubs involved, the type of service (e.g., Analog Private Line Service, DS1 Private Line Service, etc.), the channel interface, technical specification package and options desired. For multipoint services, the channel interface at each premises may, at the request of the customer, be different but all such interfaces shall be compatible.

**C. Public Packet Switching Network**

For all Public Packet Switching Network (PPSN) Services, the customer must specify the customer-designated premises and the Packet Switch Service Point (PSSP) or Packet Switch Node (PSN) locations involved, the type PPSN access (i.e., dial Access, PSSP Access, PSN Access), the options desired, the PPSN usage billing option and the type of service to be provided through Private Line Transport Service (e.g., Voice Grade or Digital Data Service).

**D. Dedicated Network Access Link Service**

For DNAL Service, the customer must specify the customer-designated premises, the DNAL Transport Facility, the type of DNAL Transport Termination and the BSE to be associated with the DNAL.



**ACCESS SERVICE****5. ORDERING OPTIONS FOR ACCESS SERVICES****5.2 ACCESS ORDER (Cont'd)**

- E. For WATS Access Service, as described in 6.3.1.Q., following, the customer shall specify the end user's premises at which the WATS Access Line terminates, the type of line (i.e., two-wire or four-wire), the type of supervisory signaling (i.e., loop start or ground start) and, depending on the WATS Access Service Arrangement requested, the type of calling (i.e., originating-only, terminating-only or two-way). The customer may request WATS Access Service from the wire center which serves the customer's originating and/or terminating premises. When the serving wire center is not capable of performing the WATS Access Service requested (i.e., the serving wire center is not a WATS Serving Office or is a WATS Serving Office that is not capable of providing the WATS Access Service Arrangement requested) or the WATS Serving Office capacity is exhausted for the WATS Access Service Arrangement requested, the Telephone Company will provide the service to the nearest wire center where the capability and/or capacity exists. In these circumstances the customer will be so notified and the order will be changed to designate the appropriate WATS Serving Office. No order charge will apply for the change. End office switches where the capability and/or capacity exists are designated as WATS Serving Offices listed as such in National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

A WATS Access Line must be ordered for use with Lineside or Trunkside Switched Access Service. The WATS Access Line can be any Private Line Transport Service, as provided in Section 7, following, that is technically compatible with WATS Access Service. Connecting Channel charges as described in 7.1.1.A., following, apply for the connection between Private Line Transport Channels which are used for WATS and the corresponding WSO.

- F. Where the Private Line Transport Service is exempt from the Private Line Transport Surcharge, as set forth in 7.4.2, following, the customer shall furnish with the order the certification as set forth in that section.
- G. For Virtual EIC Service, the customer must specify the Company wire center in which the virtual interconnector's equipment will be installed, and the type of equipment in accordance with Section 21, following, the channel interface, technical specification package and options desired.
- H. For Managed Bandwidth SONET Service Entrance Package, the customer must specify the MBSS capacity in increments of OC12 bandwidth for their primary customer premises and when applicable for the dual customer premises.

**ACCESS SERVICE****5. ORDERING OPTIONS FOR ACCESS SERVICES****5.2 ACCESS ORDER (Cont'd)****5.2.1 ACCESS ORDER SERVICE DATE INTERVALS**

Access Service is provided with one of the following Service Date Intervals:

- Standard Interval
- Negotiated Interval

Service Date Interval tables are found in the Qwest Corporation Service Interval Guide. Service Date Intervals will be provided to all customers within a reasonable time of request. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the customer's requested interval, subject to the following conditions:

**A. Standard Interval**

1. A schedule of Standard Intervals is included in the Qwest Corporation Service Interval Guide. The schedule specifies the services and the quantities provided within a Standard Interval. Standard Intervals will be used for Access Orders with the same requested Service Date, channel type or service type. Service Dates for items and services not assigned to the Standard Interval tables, will be negotiated as set forth in B., following. Additional labor charges as set forth in 13.2.2, following, may apply.
2. Access Services provided with a Standard Interval will be installed during Company business hours as set forth in Section 13, following. If a customer requests that installation of service be done outside the Company's business hours, and the Company agrees to the request, the customer will be subject to applicable Additional Labor Charges as set forth in 13.2.2, following.

**ACCESS SERVICE****5. ORDERING OPTIONS FOR ACCESS SERVICES****5.2 ACCESS ORDER****5.2.1 ACCESS ORDER SERVICE DATE INTERVALS (Cont'd)****B. Negotiated Interval**

The Company will negotiate a Service Date Interval with the customer on an individual case basis resulting in a Negotiated Interval, when:

- no Standard Interval exists for the service,
- the quantity of Access Services ordered exceeds the quantities specified in the Standard Intervals described in the Qwest Corporation Service Interval Guide,
- the customer requests a service date before or beyond the applicable Standard Interval Service Date, or
- the rates are applied on an Individual Case Basis (ICB).

The Company will offer a Service Date based on the type and quantity of Access Services the customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All part-time Analog PLTS-Audio and Video Services are provided with a Negotiated Interval. Each service is subject to a service inquiry. A service inquiry is a request to the Company to determine if facilities exist to provide the service ordered and to determine the Service Date on which service can be provided to the customer.

Access Services provided with a Negotiated Interval will be installed during Company business hours as set forth in Section 13, following. If a customer requests that installation of service be done outside the Company's business hours, and the Company agrees to the request, the customer will be subject to applicable Additional Labor Charges as set forth in 13.4, following.

**ACCESS SERVICE****5. ORDERING OPTIONS FOR ACCESS SERVICES****5.2 ACCESS ORDER****5.2.1 ACCESS ORDER SERVICE DATE INTERVALS (Cont'd)****C. Service Guarantee - Provisioning****1. Description**

Service Guarantee Provisioning assures that provisioning requests for Digital Data Service (DDS), Digital Data Service 2-Wire, DS1 Private Line Transport Service (PLTS), DS3 PLTS, WATS Voice Grade Service and Switched Access Service are installed on the Service Date (due date) committed by the company or a credit shall be applied to the customer's bill. The customer requested due date must be equal to or greater than the Standard Interval date as set forth in the Qwest Corporation Service Interval Guide. If the Company, through its own fault, fails to meet the Company committed Service Date, the customer's bill shall be adjusted to reflect a Service Guarantee credit of 100% of the total nonrecurring charge for certain rate elements. There is no additional charge for this guarantee. The conditions for Service Guarantee Provisioning are set forth in a. and b., following.

**a. The Service Guarantee Provisioning credit applies:**

- To PLTS Access Service requests for DDS, Digital Data Service 2-Wire, DS1, DS3 and WATS Voice Grade Services.
- To PLTS DDS, Digital Data Service 2-Wire, DS1, DS3 and WATS Voice Grade provisioning orders that add, move or change the channel termination(s), transport channel, or Optional Features and Functions, including service rearrangements and rollovers.
- To PLTS DS3 Electrical and Optical Interfaces.
- To Switched Access Service (excludes CCSAC Service) request for a VG, DS1 or DS3 EF.
- To Switched Access Service provisioning orders that add, move or change an EF facility. EF and DTT rollover service rearrangements are also included. (See exclusion for trunks in b., following.)
- To Switched Access requests for EF and DTT multiplexing equipment.

**ACCESS SERVICE****5. ORDERING OPTIONS FOR ACCESS SERVICES****5.2 ACCESS ORDER****5.2.1 ACCESS ORDER SERVICE DATE INTERVALS****C. Service Guarantee - Provisioning****1. Description****a. The Service Guarantee Provisioning credit applies: (Cont'd)**

- To the dedicated WATS Voice Grade Service portion only. This offering does not include the trunk nonrecurring charges for Switched Access Service provided in conjunction with WATS.
- To services only provided wholly within Company territories.

**b. The Service Guarantee Provisioning credit does not apply :**

- To On-Net or Off-Net 1.544 and 44.736 Mbps Channel Terminations for SONET Ring Service.
- To Free-Framed DS1 Service.
- To any Switched Access trunk nonrecurring charges associated with new service, rearrangements, moves or rollovers.
- To any Switched Access trunk nonrecurring charges associated with Optional Features and Functions and/or BSEs.
- To CCSAC Switched Access Service.
- To Dispatch Charges and/or Design Changes due to customer reasons.
- To expedite service due date requests, cancellations, Design Layout Report (DLR), Additional Engineering, Additional Labor, Special Facilities Routing and any other Miscellaneous Services specified in Section 13, following.
- During a declared national emergency. (Priority Installation of Telecommunications Service Priority as described in 10.8.1.D. shall take precedence).
- During a natural disaster (e.g., tornado, earthquake, flood, or fire) or a work stoppage.
- To Special Construction.
- To the Nonrecurring Charge for the DS1 Environment Cabinet when the installation due date for the associated DS1 is missed.

**ACCESS SERVICE****5. ORDERING OPTIONS FOR ACCESS SERVICES****5.2 ACCESS ORDER (Cont'd)****5.2.2 ACCESS ORDER MODIFICATIONS**

The customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the customer's use. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

If the modification cannot be made with the normal work force during normal business hours, the Company will notify the customer. If the customer still desires the Access Order modification, the Company will schedule a new service date. All charges for Access Order modifications will apply on a per-occurrence basis.

Any increase in the number of Private Line Transport Service channels, Switched Access Service facilities, lines or trunks, Public Packet Switched Network access ports or EIC Channel Terminations will be treated as a new Access Order (for the increased amount only).

If order modifications are necessary to satisfy the transmission performance for a Private Line Transport Service ordered by a customer, these changes will be made without order modification charges being incurred by the customer.

**ACCESS SERVICE****5. ORDERING OPTIONS FOR ACCESS SERVICES****5.2 ACCESS ORDER****5.2.2 ACCESS ORDER MODIFICATIONS (Cont'd)****A. Service Date Change**

Access Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 business days. When, for any reason, the customer wishes to change the service date, the customer should notify the Company before the original service date to request a different service date. If the customer requested service date is more than 30 business days after the original service date, the order will be canceled by the Company and reissued with the appropriate cancellation charges applied, unless the customer indicates that billing for the service is to commence as set forth in 5.2.3, following. Failure to notify the Company prior to the original service date to request a different service date may result in the application of a Dispatch Charge as set forth in 13.5.2, following.

A new service date may be established that is prior to the original Standard or Negotiated Interval service date if the Company determines it can accommodate the customer's request without delaying service dates for orders of other customers.

If the service date is changed to an earlier date, the customer will be notified by the Company that Expedited Order Charges apply as set forth in D., following.

**ACCESS SERVICE****5. ORDERING OPTIONS FOR ACCESS SERVICES****5.2 ACCESS ORDER****5.2.2 ACCESS ORDER MODIFICATIONS (Cont'd)****B. Partial Cancellation Charge**

Any decrease in the number of ordered Private Line Transport Service channels, Switched Access Service facilities, lines, trunks, or EIC Channel Terminations will be treated as a partial cancellation and the charges as set forth in 5.2.3, following, will apply.

**C. Design Change Charge**

The customer may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. An engineering review is a review by Company personnel of the service ordered and the requested changes to determine what change in the design, if any, is necessary to meet the changes requested by the customer. Design changes include such things as a change of end user premises within the same serving wire center, the addition or deletion of optional features, functions, BSEs or a change in the type of Transport Termination (Switched Access only), type of channel interface, type of Interface Group or technical specification package. The Design Change Charge also covers activities associated with the conversion of a UNE circuit to a special private line service.

Design changes do not include a change of customer premises, end user premises to a different serving wire center, end office switch, Switched Access Service type or Private Line Transport Service channel type, Public Packet Switched Network access port type or EIC Channel Termination type. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.



**ACCESS SERVICE****5. ORDERING OPTIONS FOR ACCESS SERVICES****5.2 ACCESS ORDER****5.2.2 ACCESS ORDER MODIFICATIONS****C. Design Change Charge (Cont'd)**

The Company will review the requested change, notify the customer whether the change is a design change, if it can be accommodated and if a new service date is required. If the customer authorizes the Company to proceed with the design change, a Design Change Charge will apply.

A Design Change Charge will apply, on a per order, per occurrence basis. This charge will also apply to change an incorrect address as long as the new address is in the same wire center as the incorrect address and the change is made prior to the issuance of the Design Layout Report (DLR). If a change of end user premises within the same serving wire center is requested, Expedited Order Charges may also apply as detailed in D., following. The applicable design charge is:

**1. Rates And Charges**

	<b>USOC</b>	<b>CHARGE</b>
• Design Change Charge, per order	H28	\$50.00[1]

- [1] UNE circuits in (1)“non-impaired” wire centers or (2)wire centers for which the FCC has authorized Forbearance from certain Section 251 unbundling obligations in the Omaha MSAs of Girard - OMAHNE78, Omaha - OMAHNE90, Center – OMAHNECE, Fort Street – OMAHNEFO, Fowler St – OMAHNEFW, 156 Harrison – OMAHNEHA, Izard – OMAHNEIZ, Douglas – OMAHNENW and O Street – OMAHNEOS that are converted to special access service will only be assessed one-half of the Design Change charge, above.

**ACCESS SERVICE****5. ORDERING OPTIONS FOR ACCESS SERVICES****5.2 ACCESS ORDER****5.2.2 ACCESS ORDER MODIFICATIONS (Cont'd)****D. Expedited Order Charge**

When placing an Access order for service(s) for which standard intervals exist, a customer may request a service date that is prior to the standard interval service date. A customer may also request an earlier service date on a pending standard or negotiated interval Access Order. If the Company agrees to provide the service on an expedited basis, an Expedited Order Charge will apply.

A customer may request a change of end user premises within the same serving wire center. When this occurs, the service date is changed to reflect the standard interval. If the customer requests an earlier service date, an Expedited Order Charge will apply.

Expedited Order Charges will not apply if the revised interval to a pending order is equal to or longer than the standard interval for that service.

Expedited Order Charges will not apply to part-time audio or part-time video.

When an expedited service date is missed, the Expedited Order Charge will apply unless the missed service date is caused by the Company.

**ACCESS SERVICE****5. ORDERING OPTIONS FOR ACCESS SERVICES****5.2 ACCESS ORDER****5.2.2 ACCESS ORDER MODIFICATIONS****D. Expedited Order Charge (Cont'd)**

The Expedited Order Charge will apply to all products and services found in this tariff unless otherwise specified. This charge will be applied when the customer requests a service date that is prior to the standard interval service date on an Access Order or when a customer requests an earlier service date on a pending standard or negotiated interval Access Order.

The Company will provide the customer with an estimate of the Expedited Order Charge before expediting an order.

The Expedited Order Charge, as set forth below, will apply on a per order basis for each day the service date is advanced.

	<b>USOC</b>	<b>NONRECURRING CHARGE</b>
• Per day advanced	EODDB	\$200.00
• Per day advanced[1] for Pricing Flexibility	EODDA	200.00

The Expedited Order Charges will be billed in addition to other applicable nonrecurring charges.

If costs other than additional labor are to be incurred when an Access Order is expedited, the Company will develop, determine and bill the customer such costs in accordance with the special construction terms and conditions as set forth in Tariff F.C.C. No. 12. Authorization to incur the cost and to bill the customer will be in accordance with the terms and conditions of Tariff F.C.C. No. 12.

[1] This rate applies to Expedited Orders located in Phase I and Phase II MSAs, as defined in Section 23, following.

**ACCESS SERVICE****5. ORDERING OPTIONS FOR ACCESS SERVICES****5.2 ACCESS ORDER (Cont'd)****5.2.3 CANCELLATION OF AN ACCESS ORDER**

- A. A customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that service is available for the customer's use. The cancellation date is the date the Company receives written or verbal notice from the customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a customer or a customer's end user is unable to accept Access Service within 30 business days after the original service date, the following will occur:

- The Access Order will be canceled and charges as set forth in D. and E., following, will apply, or
- The service will be activated, at the customer's request, and billing for the service will commence.

In such instances, the cancellation date or the date billing is to commence (depending on which option is selected by the customer), is the 31st business day beyond the original service date of the Access Order.

- B. Service Date Intervals are associated with the provisioning of an Access Order whether standard or negotiated as set forth in 5.2.1, preceding. Certain Critical Dates, as set forth in E., following, are used by the Company to monitor the service order provisioning progress. The Company includes these scheduled Critical Dates in the firm order confirmation associated with each Access Order provided to the customer. Cancellation charges are based on the estimated costs incurred by the Company at the time the order is canceled. The Company monitors which Critical Date was last scheduled and determines what percentage of the Company's provisioning costs have been incurred as of that Critical Date. A cancellation charge will not apply if the scheduled Service Date has not been provided to the customer.

Costs incurred in conjunction with the provision of an Access Order start on the Application Date defined in C., following. When a customer cancels an Access Order prior to the Application Date, no charges shall apply. When a customer cancels an Access Order or part of an Access Order, on or after the Application Date, a charge equal to the estimated costs incurred by the Company shall apply as set forth in D. and E., following.

**ACCESS SERVICE**

**5. ORDERING OPTIONS FOR ACCESS SERVICES**

**5.2 ACCESS ORDER**

**5.2.3 CANCELLATION OF AN ACCESS ORDER (Cont'd)**

- C. The Critical Dates monitored by the Company for the purpose of calculating a cancellation charge are as follows:
1. Application Date (APP): The date the customer provides a firm commitment and sufficient information as detailed in 5.1.1, preceding. The APP Date is the date the Company enters the order into the Company's order distribution system(s). This is sometimes referred to as the order date.
  2. Design Layout Report Date (DLRD): The date the Design Layout Report which contains the design for the service(s) ordered is forwarded to the customer.
  3. Plant Test Date (PTD): The date acceptance testing is performed with the customer.
  4. Service Date (DD): The date the service is due to be made available to the customer. This is sometimes referred to as the Due Date.

**ACCESS SERVICE****5. ORDERING OPTIONS FOR ACCESS SERVICES****5.2 ACCESS ORDER****5.2.3 CANCELLATION OF AN ACCESS ORDER (Cont'd)**

- D. The percentage of the total provisioning cost incurred by the Company at a particular Critical Date varies by the type of service as shown in E., following.

When a customer cancels an Access Order, or part of an Access Order, before the Service Date, the Company will calculate the cancellation charge by multiplying all the nonrecurring charges associated with the Access Order, or that part of the Access Order being canceled, by the percentage shown in E., following, based on the last monitored Critical Date which has occurred on the Access Order. When a customer cancels an Access Order or part of an Access Order on the Service Date, 100% of the nonrecurring charges plus minimum period charges apply.

Nonrecurring charges associated with an Access Order are used to calculate and bill the cancellation charge to the customer even when nonrecurring charges are waived.

Analog Service and Digital Data Service orders, where the channel termination recurring rate element is not billed, will be assessed a Cancellation Charge based on the equivalent of one channel termination nonrecurring charge for the service.

SONET Ring Service orders will be assessed a Cancellation Charge based on the SRS Channel Termination Nonrecurring Charge (excluding the cost of capital) and all other applicable SRS nonrecurring charges on the Access Order.

## ACCESS SERVICE

## 5. ORDERING OPTIONS FOR ACCESS SERVICES

## 5.2 ACCESS ORDER

## 5.2.3 CANCELLATION OF AN ACCESS ORDER (Cont'd)

E. The Critical Dates monitored by the Company are as follows:

ALL STATES				
	APP %	DLRD %	PTD %	DD %
1. Switched Access Service				
• Lineside Access[1]	21	56	71	[2]
• Trunkside Access[1]	15	65	73	[2]
• VG (EF and DTT)	13	44	77	[2]
• DS1 (EF and DTT)	10	48	81	[2]
• DS3 (EF and DTT)	10	48	81	[2]
• Synchronous Service Transport	10	48	81	[1]
2. Analog PLTS				
• Low Speed Data	13	44	77	[2]
• D.C. Channel	13	44	77	[2]
• Voice Grade	13	44	77	[2]
• Audio	13	44	77	[2]
• Video	13	44	77	[2]

[1] Excludes DS1 or DS3 EF and DS1 or DS3 DTT facilities.

[2] Minimum period charges and 100% of the nonrecurring charges apply.

**ACCESS SERVICE****5. ORDERING OPTIONS FOR ACCESS SERVICES****5.2 ACCESS ORDER****5.2.3 CANCELLATION OF AN ACCESS ORDER**

E. The Critical Dates monitored by the Company are as follows: (Cont'd)

<b>ALL STATES</b>				
	<b>APP %</b>	<b>DLRD %</b>	<b>PTD %</b>	<b>DD %</b>
3. Digital Data Service	13	44	77	[1]
4. DS1	10	48	81	[1]
5. DS3	10	48	81	[1]
6. Simultaneous Voice Data Service	13	44	77	[1]
7. SONET Ring Service	10	48	81	[1]
8. Managed Bandwidth SONET Service MBSS 1.544 Mbps and 44.736 Mbps	10	48	81	[1]
9. Advanced Communications Networks				
• Public Packet Switching Network	13	44	77	[1]
• Frame Relay Service 56 kbps, 64 kbps and two-wire access	13	44	77	[1]
• Frame Relay Service all other speeds (less than 200 kbps)	10	48	81	[1]

[1] Minimum period charges and 100% of the nonrecurring charges apply.



**ACCESS SERVICE****5. ORDERING OPTIONS FOR ACCESS SERVICES****5.2 ACCESS ORDER****5.2.3 CANCELLATION OF AN ACCESS ORDER (Cont'd)**

- F. When a customer cancels an order for the discontinuance of service, no charges apply for the cancellation.
- G. If the Company misses a service date due to circumstances over which it has direct control (excluding, e.g., acts of God, governmental requirements, work stoppages and civil commotions), the customer may cancel an Access Order without incurring cancellation charges.
- H. If an MBSS or SST service order is canceled by the customer prior to the start of service a cancellation charge will apply. The Cancellation charge will be determined as follows:
  - 1. Cancellation Charges for those MBSS or SST rate elements with nonrecurring charges will be calculated as set forth in E., preceding.
  - 2. Cancellation Charges for those MBSS or SST rate elements without nonrecurring charges will be based on all nonrecoverable costs incurred by the Company in association with the service order up to and including the time of cancellation. Nonrecoverable costs are those costs for which the Company has no foreseeable use should the service be terminated. In addition when the cancellation takes place on or after the Design Layout Report Date (DLRD) the Cancellation Charge will include the sum of the twelve month minimum service period for these rate elements based on the fixed period of the customer's respective Pricing Plan.

**ACCESS SERVICE****5. ORDERING OPTIONS FOR ACCESS SERVICES****5.2 ACCESS ORDER (Cont'd)****5.2.4 SELECTION OF FACILITIES FOR ACCESS ORDERS**

- A. When a customer places an order for Lineside or Trunkside Switched Access Service, the customer may choose to utilize existing Switched Access Entrance Facilities and/or Direct-Trunked Transport facilities ordered from Section 6, following (except as set forth following for DNAL), or Private Line Transport Service (PLTS) facilities ordered from Section 7, following. Shared Use is allowed when Shared Use facilities are ordered and provided as set forth in 2.7, preceding. The customer is not allowed to order Switched Access facilities from Section 6 and assign PLTS to those facilities. The customer must specify the specific channels to be used to implement the Access Order.

When a customer places an order for a DNAL, the Company shall provide the service from available inventory. Existing Entrance Facilities or DTT facilities may not be utilized for a DNAL.

- B. When a customer places a PLTS Access Order, the customer may choose to utilize facilities previously purchased as a facility to a Hub. If the customer has a PLTS facility purchased to a Hub, the customer must request that specific channels be used to implement the Access Order. If a facility assignment is not specified by the customer, the Company will provide the service from available inventory.

**ACCESS SERVICE****5. ORDERING OPTIONS FOR ACCESS SERVICES****5.2 ACCESS ORDER (Cont'd)****5.2.5 MINIMUM PERIOD**

- A. Except as set forth in B., C., D., 9.4.A. and 15.4.7, following, the Minimum Period for which Access Service is provided and for which charges are applicable, is one month.
- B. The Minimum Period for CST3, Feature Group D, 500 Access Service, 800 DB Access Service, 900 Access Service and DS3 and DS1 Entrance Facilities and DS3 and DS1 DTT facilities associated with such services is three months.
- C. The Minimum Period for part-time Analog PLTS-Audio and Video Services is one day, even though the service will be provided only for the duration of the event specified on the order (e.g., one-half hour, two hours, five hours, etc.).
- D. The Minimum Period for Digital Data, DS1, Simultaneous Voice Data Service (SVDS), Packet Switching and Synchronous Service Transport (SST) Ports, ordered on a month-to-month basis is one month as set forth in Section 2.4.2, preceding.
- E. The Minimum Period is 12 months for the Access Services listed below when ordered on a Fixed Period Service Rate Plan. These Access Services are as follows: Video Services, Digital Data Service (DDS), DS1, DS3, SVDS, SST and Packet Switching. The minimum period for Frame Relay Service is 3 months for Rate Stability Plan [1] and 6 months for the Fixed Period Service Rate Plan.
- F. The Minimum Period for SONET Ring Service (SRS), Partnership Program and Managed Bandwidth SONET Service (MBSS) are set forth in 7.15.1, 7.99.3 and 7.16.1, respectively. SRS, Partnership Program and MBSS have been grandfathered prior to October 21, 2001 and are limited to existing customers.
- G. Service Rearrangements as set forth in 6.7.1.C.3., 6.7.1.C.4., and 7.1.1, following, for Switched and Private Line Transport Services respectively, may be made without a change in Minimum Period requirements and Rollover as set forth in 7.1.2, following.

[1] As of May 29, 1995, the Rate Stability Plan is no longer available for new subscribers.

**ACCESS SERVICE****5. ORDERING OPTIONS FOR ACCESS SERVICES****5.2 ACCESS ORDER****5.2.5 MINIMUM PERIOD (Cont'd)**

- H. Changes, other than those identified in 6.7.1.C.3., 6.7.1.C.4., 6.7.6, 7.1.2.D., 7.1.1.D. and 8.1.4, following, will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service. A new Minimum Period will be established for the new service. The customer will also remain responsible for all outstanding Minimum Period obligations associated with the disconnected service.

The changes listed below are those which will be treated as a discontinuance and installation of service and for which a new Minimum Period will be established.

1. A change of customer of record (i.e., Access Service is provided to and billed to a different entity), except as provided for in 6.7.1.C.3., 7.1.2.D., 8.1.4.B. and 12.2.B., following.
2. A move to a different building as set forth in 7.1.1.D. and 8.1.3, following, except as set forth in 7.1.1.D. and 8.3.4.F., following.
3. A change from one PLTS voice grade channel to another PLTS voice grade (VG1-10) channel or a change from one bit rate digital data equivalent channel to another bit rate digital data equivalent channel (e.g., 56 kbps to 64 kbps).
4. A change in type of service (e.g., Switched Access to Private Line Transport; one type of Private Line Transport to another; or one type of Switched Access Service to another, except as set forth in 6.7.4 and 6.7.5, following).
5. A change in Switched Access Service or Voice DA Service Interface Group, except as set forth in 6.7.4, following.
6. A change in Switched Access Service traffic type, except as set forth in 6.7.1.C.6. and 7., following. When CST3 or FGD service is rearranged as set forth in 6.7.1.K. and 6.7.1.O., following, a change in traffic type may occur without discontinuance and installation of service. No new minimum period will be required.
7. A change from two-point to multipoint Private Line Transport Service.

**ACCESS SERVICE**

**5. ORDERING OPTIONS FOR ACCESS SERVICES**

**5.2 ACCESS ORDER**

**5.2.5 MINIMUM PERIOD**

H. (Cont'd)

8. Any change in CCSAC Service other than a change in jurisdiction or when the customer chooses to add or change a point code for an existing CCSAC link(s) as set forth in 20.1.3, following.
9. A change from a higher speed Frame Relay Service (FRS) to a lower speed FRS except as set forth in 8.3.4 and 8.1.5, following.
10. A change in capacity of a Switched Access Service or Directory Assistance Service Entrance Facility or DTT facility (e.g., a change from a DS1 Entrance Facility to a DS3 Entrance Facility), except as set forth in 6.7.1.C.9., following.
11. A change in Switched Access Service or Directory Assistance Service type of transport, except as set forth in 6.7.1.C.3. and 6.7.1.C.6., following.
- I. A reconfiguration from a Section 7 service to an Expanded Interconnection-Collocation Service is a change in the minimum period as set forth in 7.1.1.C., following.

**ACCESS SERVICE****5. ORDERING OPTIONS FOR ACCESS SERVICES****5.2 ACCESS ORDER (Cont'd)****5.2.6 MINIMUM PERIOD CHARGES**

When Access Service is discontinued prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly billed services will be determined as follows:

- For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity as set forth in 6.7.3, following;
- For Private Line Transport Service, the charge for a month or fraction thereof is the applicable monthly rates for the service.
- For Public Packet Switched Network Service and Frame Relay Service, the charge for a month or fraction thereof is the applicable monthly rates for the service as set forth in Section 8, following.
- For EIC Service, the charge for a month or fraction thereof is the applicable monthly rates for the service as set forth in 21.8, following.

The Minimum Period Charge for CST3 and Feature Group D Switched Access Service and the associated Entrance Facility and DTT Facility will be determined as set forth in 2.4.2, preceding.

The Minimum Period Charge for part-time Analog Private Line Video and Audio Services is the applicable daily rates for the service.

The Minimum Period Charge for Private Line Transport Voice Grade Rate Stability Plan is set forth in 7.4.3, following.

**ACCESS SERVICE**

**5. ORDERING OPTIONS FOR ACCESS SERVICES**

**5.2 ACCESS ORDER**

**5.2.6 MINIMUM PERIOD CHARGES (Cont'd)**

The Minimum Period Charges for Digital Data Service, Private Line Transport DS1 and DS3 Fixed Period Service Rate Plans are set forth in 7.1.3, 7.12.3 and 7.1.8, following.

Minimum Period Charge regulations for Switched Transport Pricing Plans are set forth in 6.7.15, following.

The Minimum Period Charges for Public Packet Switched Network Service and Frame Relay Service Pricing Plans are set forth in Section 8, following.

All applicable nonrecurring and discontinuance charges for the service will be billed in addition to the Minimum Period Charge.

**ACCESS SERVICE****5. ORDERING OPTIONS FOR ACCESS SERVICES****5.2 ACCESS ORDER (Cont'd)****5.2.7 DISCONTINUANCE OF ACCESS SERVICE**

A customer may cancel an Access Service at any time. The Company requires 2 business days' notice for the cancellation of an Access Service. The notice can be written or verbal, however a verbal notice must be followed by a written confirmation within 10 days. The notice period will begin at the time of the verbal notice. If there is no verbal notice, the notice period begins at the time the written request is received. Cancellation and discontinuance for Expanded Interconnection-Collocation Service are set forth in Section 21, following.

A customer may also cancel Video Services at any time. The Company will accept a verbal or written request and the requested disconnect date may be for the same date as the verbal or written request is received or for a future date. The billing will cease on the requested disconnect date.