
FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS2.1 Undertaking of the Telephone Company2.1.1 Scope

- (A) The Telephone Company does not undertake to transmit calls or offer a telecommunications service under this tariff.
- (B) The Telephone Company shall be responsible only for the installation, operation, and maintenance of the services which it provides.
- (C) The Telephone Company will, for maintenance purposes, test its FIA only to the extent necessary to detect and/or clear troubles. Testing beyond normal parameters will be done as described in Section 6.
- (D) FIA are provided twenty-four hours daily, seven days per week.

2.1.2 Limitations

- (A) The customer may not assign or transfer the use of FIA provided under this tariff except that, where there is no interruption of use or relocation of the FIA, such assignment or transfer may be made to:
 - another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such FIA, and the unexpired portion of the minimum period and the termination liability applicable to such FIA, if any; or
 - 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 FIA, 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 FIA 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.

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2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.2 Limitations (Cont'd)

- (B) The emergency provisioning and restoration of FIA shall be in accordance with Part 64, Subpart D, Paragraph 64.401, of the FCC's Rules and Regulations, which specifies the priority system for such activities. Section 6.4 describes the service arrangement.
- (C) The Telephone Company does not warrant that its facilities and services meet standards other than those in this tariff.

2.1.3 Liability

- (A) The Telephone Company's liability, if any, for willful misconduct is not limited by this tariff. With respect to any other claim or suit by a customer for damages associated with the installation, provision, termination, maintenance, repair or restoration of FIA, and subject to the provisions of (B) and (C), the Telephone Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the FIA for the period during which the provision of FIA 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 provision of FIA interruption.
- (B) The Telephone Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Telephone Company, for its own act or omission, hold liable any other carrier or customer providing a portion of a service.
- (C) The Telephone Company shall be indemnified, defended and held harmless by the customer against any claim, loss or damage arising from the use of FIA offered under this tariff. The foregoing indemnity shall issue on the customer separately, each being responsible for its own acts and omissions, involving:
 - Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communications
 - Claims for patent infringement arising from combining or using the FIA furnished by the Telephone Company in connection with facilities or equipment furnished by the customer; or
 - All other claims arising out of any act or omission of the customer in the course of using FIA provided pursuant to this tariff.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.3 Liability (Cont'd)

- (D) The Telephone Company does not guarantee or make any warranty with respect to its FIA when used in an explosive atmosphere. The Telephone Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to the FIA so provided. The foregoing indemnity shall issue on the customer separately, each being responsible for its own acts and omissions.
- (E) Except in the case of willful misconduct, under no circumstances whatever shall the Telephone Company be liable for indirect, incidental, special or consequential damages; and this disclaimer shall be effective notwithstanding any other provisions hereof.
- (F) No license under patents is granted by the Telephone Company to the customer or shall be implied or arise by estoppel in the customer's favor with respect to any circuit, apparatus, system or method used by the customer in connection with FIA provided under this tariff. With respect to claims of patent infringement made by third persons, the Telephone Company will defend, indemnify, protect and save harmless the customer from and against all claims arising out of the use by the customer of FIA provided under this tariff.
- (G) The Telephone Company's failure to provide or maintain FIA under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the interruption allowance provisions.
- (H) The Telephone Company shall reimburse the customer for damages to premises or equipment of the customer resulting from the provision of FIA by the Telephone Company on such premises, or by the installation or removal thereof, caused by the negligence or willful act of the Telephone Company.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.4 Provision of FIA

- (A) The Telephone Company, to the extent that such FIA are or can be made available with reasonable effort, and after provisions have been made for the Telephone Company's local service, will provide to the customer, upon reasonable notice, FIA offered in other applicable sections of this tariff at rates and charges specified therein.
- (B) FIA provided to a customer under this tariff may be connected directly to customer facilities and/or may be connected to access facilities of another telephone company or companies in the joint provision of interstate access.

2.1.5 Installation and Termination of FIA

Except as provided for Expanded Interconnection Service specified in Section 17, the FIA provided under this tariff (A) will include any entrance cable or drop wiring and wire or intrabuilding cable to that point where provision is made for termination of the Telephone Company's outside distribution network facilities at a suitable location inside a customer designated location, and (B) will be installed by the Telephone Company to such point of termination.

2.1.6 Maintenance of FIA

- (A) The FIA provided under this tariff shall be maintained by the Telephone Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any FIA provided by the Telephone Company, other than by connection or disconnection to any interface means used, except with the written consent of the Telephone Company.
- (B) Customer provided transmission facilities and equipment terminating in the Telephone Company wire center, access tandem, manhole or similar location for purposes of virtual Expanded Interconnection Service (EIS), as set forth in Section 17, will be maintained by the Telephone Company. Customer provided transmission facilities and equipment terminating in the Telephone Company wire center or access tandem for purposes of physical EIS will not be maintained by the Telephone Company.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to Part 68 of the FCC Rules and Regulations in 47 C.F.R. Paragraph 68.110 (b), the Telephone Company may, where such action is reasonably required in the operation of its business, substitute, change, or rearrange any telephone plant used in providing FIA under this tariff, change minimum network protection criteria, change operating or maintenance characteristics of facilities, or change operations or procedures of the Telephone Company. In case of any such substitution, change or rearrangement, the facility parameters will be within generally accepted standards. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change, or rearrangement materially affects the operating characteristics or technical parameters of the FIA, as originally ordered by the customer, the Telephone Company will notify the customer in writing prior to making such substitution, change or rearrangement. Notification will be given as follows:

- Should a major change occur, the Telephone Company shall notify the customer at least one year in advance. A major change is described as any change in telephone plant which will affect the technical parameters of the interface (e.g., level, impedance, signaling, interface, bandwidth, two-wire, four-wire, etc.).
- Should a minor change occur, the Telephone Company shall notify the customer at least thirty days in advance. A minor change is described as any change in telephone plant which will not affect the technical parameters of the interface (e.g., level, impedance, signaling, interface, bandwidth, two-wire, four-wire, etc.).

The Telephone Company will work cooperatively with the customer relative to the redesign and implementation required by the change in operating characteristics.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.8 Discontinuance and Refusal of FIA

- (A) Unless the provisions of 2.2.1(B) or 2.5.1 apply, if the customer fails to comply with the provisions of 2.1.6, 2.3.1, and 2.4.1(D), or if applicable, 2.5.3, 2.5.4, 17.3.4 and 17.7.6(D) including any payments to be made by it on the dates or at the times herein specified, and fails within thirty (30) days after written notice, by certified mail, from the Telephone Company to a person designated by the customer to correct such noncompliance, the Telephone Company may discontinue the provision of the FIA to the noncomplying customer. In case of such discontinuance, all applicable charges shall become due.
- (B) If the customer repeatedly fails to comply with the provisions of this tariff in connection with the provision of a FIA or group of FIA, and fails to correct such course of action after notice as in (A), the Telephone Company may refuse applications for additional FIA to the noncomplying customer until the course of action is corrected.
- (C) In addition to and not in limitation of the provisions of 2.1.8(A) and 2.1.8(B), unless the provisions of 2.2.1(B) or 2.5.1 following apply, if a customer fails to comply with 2.4.1(A) or 2.4.1(D) following, including any bill payments to be made by it on the dates and times herein specified, the Telephone Company may take the actions specified in sections 2.1.8(A) and 2.1.8(B) with regard to services provided hereunder to that customer on fifteen (15) calendar days written notice, such notice period to start the day after the notice is sent by Overnight Delivery, if the customer has not complied with respect to amounts due in a subject bill and either:

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.8 Discontinuance and Refusal of FIA (Cont'd)

(C) (Cont'd)

(1) the Telephone Company has sent the subject bill to the customer within seven (7) business days from the bill date: or

(2) the Telephone Company has sent the subject bill to the customer more than thirty (30) calendar days before the notice under this section is given.

In all other cases, the Telephone Company will give thirty (30) calendar days written notice pursuant to 2.1.8 (A) or 2.1.8(B). The Telephone Company will maintain records sufficient to validate the date upon which a bill was sent to a customer. Action will not be taken as specified in 2.1.8(A) or 2.1.8(B) with regard to the subject bill if the customer cures the noncompliance prior to the expiration of the fifteen (15) or thirty (30) days' notice period, as applicable.

(D) If the Telephone Company provided notice pursuant to 2.1.8(A), (B), or (C) preceding, does not refuse additional applications for FIA service or discontinue the provision of the FIA services on the date specified, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for FIA service or to discontinue the provision of the FIA services, including the provision of Physical or Virtual Expanded Interconnection services.

(E) If notice is given by Overnight Delivery under this section, it shall be performed by a reputable overnight delivery service such as, or comparable to, the U.S. Postal Service Express Mail, United Parcel Service, or Federal Express.

(F) The provisions of 2.1.8(A), (B), or (C) shall not apply to charges that customer does not pay based on submission of a good faith dispute pursuant 2.4.1(D)(2).

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.9 Preemption of FIA

In certain instances, i.e., when spare facilities and/or equipment are not available, it may be necessary to preempt existing services to provision or restore National Security Emergency Preparedness (NSEP) Services. If, in its best judgment, the Telephone Company deems it necessary to preempt, then the Telephone Company will ensure that:

- (A) A sufficient number of public switched services are available for public use if preemption of such services is necessary to provision or restore NSEP Service.
- (B) The service(s) preempted have a lower or do not contain NSEP assigned priority levels.
- (C) A reasonable effort is made to notify the preempted service customer of the action to be taken.
- (D) A credit allowance for any preempted service shall be made in accordance with the provisions in Section 2.8.1.1.

2.1.10 Limitation of Use of Metallic Facilities

Except for loop and duplex (DX) type signaling, metallic facilities shall not be used for ground return or split pair operation. Signals applied to the metallic facility shall conform to minimum protection criteria for direct electrical connections as in Part 68 of the FCC Rules and Regulations.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.2 Use2.2.1 Interference or Impairment

- (A) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Telephone Company, including customer transmission equipment and facilities used with EIS, and associated with the FIA provided under this tariff shall not interfere with or impair service over any facilities of the Telephone Company, its connecting and concurring carriers, or other telephone companies involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to their employees or to the public.
- (B) Except as provided for equipment or systems subject to Part 68 of the FCC Rules and Regulations in 47 C.F.R. Paragraph 68.108, if such characteristics or methods of operation are not in accordance with (A), the Telephone Company will, where practicable, notify the customer, as appropriate, that temporary discontinuance of the use of FIA may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporarily discontinue forthwith the use of FIA if such action is reasonable in 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, credits as set forth in Section 2.8 following, are not applicable.

2.2.2 Unlawful Use of FIA

The FIA are furnished subject to the condition that they will not be used for an unlawful purpose. FIA will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such FIA are being used in violation of law. The Telephone Company will refuse to furnish FIA when it has reasonable grounds to believe that such FIA will be used in violation of law.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.2 Use (Cont'd)2.2.3 Commingling

Except as provided in Section 51.318 of the Federal Communications Commission's rules, telecommunications carriers who obtain unbundled network elements or combinations of unbundled network elements pursuant to a Statement of Generally Available Terms, under Section 252 of the Act, or pursuant to an interconnection agreement with the Telephone Company, may connect, combine, or otherwise attach such unbundled network elements or combinations of unbundled network elements to access services purchased under this tariff except to the extent such agreement (1) expressly prohibits such commingling; or (2) does not address commingling and the requesting carrier has not negotiated an interconnection agreement (or amendment) expressly permitting such commingling. 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 do not constitute a shared use arrangement as set forth in this tariff, and are therefore not eligible for adjustment of charges under such provisions.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.3 Obligation of the Customer2.3.1 Damages

The customer shall reimburse the Telephone Company for damages to the Telephone Company facilities utilized to provide FIA under this tariff caused by:

- the negligence or willful act of the customer, or
- resulting from the customer's improper use of the Telephone Company facilities, or
- due to malfunction of any facilities or equipment provided by other than the Telephone Company.

Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Telephone Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Telephone Company for the damages to the extent of such payment. The amount of reimbursement shall be the actual cost of repair to the damaged facilities including labor costs as specified in 6.2(G).

2.3.2 Theft

The customer shall reimburse the Telephone Company for any loss through theft of facilities, apparatus, or equipment utilized to provide FIA under this tariff at the customer designated location or at the end user's premises. The amount of reimbursement shall be the actual cost for replacement of facilities, apparatus, or equipment lost, plus labor costs as specified in 6.2(G).

2.3.3 Equipment Space and Power

Except as specified in 2.3.4, the customer shall furnish or arrange to have furnished to the Telephone Company at no charge, equipment space and electrical power required by the Telephone Company to provide FIA under this tariff at the points of termination of such FIA. The equipment space provided shall meet industry standard environmental conditions. The selection of ac or dc power shall be mutually agreed to by the customer and the Telephone Company. The customer shall also make necessary arrangements in order that the Telephone Company will have access to such spaces at reasonable times for installing, repairing or removing facilities of the Telephone Company.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.3 Obligation of the Customer (Cont'd)2.3.4 Space and Power for Expanded Interconnection Service

Where available, the Telephone Company shall make available wire center or access tandem floor space and electrical power required by the customer for the provision of Expanded Interconnection Service at charges set forth in Section 17.

2.3.5 Availability for Testing

The FIA provided under this tariff shall be available to the Telephone Company at times mutually agreed upon in order to permit the Telephone Company to make tests and adjustments appropriate for maintaining the FIA 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.

2.3.6 Balance

All signals for transmission over the FIA provided under this tariff shall be delivered by the customer balanced to ground except for ground start and duplex (DX) and McCulloh-loop (alarm system) type signaling.

2.3.7 Design of Customer Services

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

2.3.8 References to Telephone Company

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

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.3 Obligation of the Customer (Cont'd)2.3.9 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 FIA provided under this tariff, any circuit, apparatus, system or method provided by the customer, the IC or its end users.
- (B) The customer shall defend, indemnify and save harmless the Telephone Company from and against suits, claims, and demands by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Telephone Company's FIA provided under this tariff including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses or other authority to acquire or operate the FIA provided under this tariff; provided, 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 tortuous conduct of the customer, its officers, agents or employees.

2.3.10 Coordination With Respect to Network Contingencies

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

2.3.11 Voice Over Internet Protocol – Public Switched Telephone Network Traffic

This section applies to Voice over Internet Protocol – Public Switched Telephone Network (VOIP-PSTN) traffic that is exchanged in time division multiplexing format between the Telephone Company and the customer that originates and/or terminates in Internet Protocol format.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements2.4.1 Payment of Charges and Deposits

- (A) The Telephone Company may, in order to safeguard its interests, require a customer, which has a proven history of late payments to the Telephone Company or does not have established credit, to make a deposit prior to or at any time after the provision of the FIA to the customer to be held by the Telephone Company as a guarantee of the payment of rates and charges. The Telephone Company will notify the customer of a deposit requirement by Overnight Delivery. The customer will be required to make payment of such deposit prior to the provision of service in those cases where the customer has not established credit with the Telephone Company, or otherwise within fifteen (15) business days of such notice. Such notice to start the day after the notice is sent by Overnight Delivery. 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.

A deposit may not exceed the actual or estimated rates and charges for the FIA 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 FIA 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. After the customer has established a one year prompt payment record, such a deposit will be refunded or credited to the customer account at any time prior to the termination of the provision of the FIA to the customer.

In case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive simple annual interest at the percentage rate specified in the Telephone Company General and/or Local Tariff.

- (B) Where the provision of FIA requires construction of facilities in order to satisfy a customer's request for service, Special Construction charges as described in Section 3.1.3 following may apply.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements (Cont'd)2.4.1 Payment of Charges and Deposits (Cont'd)

- (C) The Telephone Company shall bill FIA services on a current basis for (a) all charges incurred, (b) applicable taxes, and (c) credits due the customer.
- Switched Access (except for the Entrance Facility, Direct-Trunked Transport and Multiplexing elements), Ancillary and Miscellaneous services shall be billed in arrears.
 - Special Access, monthly EIS elements, Switched Access Entrance Facility, Direct-Trunked Transport and Multiplexing elements shall be billed in advance except for the charges and credits associated with the initial or final bills. The initial bill will also include charges for the actual period of service up to, but not including, the bill date. The unused portion of the FIA already billed will be credited on the final bill.

The customer will receive its bill in: 1) a standard paper format, 2) a paper format bill summary with an electronic transmission to provide the detailed information of the bill, or 3) a storage device (CD ROM). Such bills are due when rendered regardless of the media utilized. Adjustments for the quantities of FIA established or discontinued in any billing period beyond the minimum period in 2.4.2 will be prorated to the number of days based on a 30 day month. The Telephone Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements (Cont'd)2.4.1 Payment of Charges and Deposits (Cont'd)

(D) All bills to the customer are due 31 days (payment date) after the bill date or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval. In the event the customer does not remit payment in immediately available funds by the payment date, the FIA may be discontinued as specified in 2.1.8.

(1) If the entire amount billed is not received by the Telephone Company in immediately available funds by the payment date, an additional charge (late payment charge) equal to 1/365th of the percentage rate for deposit interest as that in 2.4.1(A) of the unpaid balance will be applied for each day or portion thereof that an outstanding balance remains.

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, Christmas Day, the second Tuesday in November and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed), payment for such bills will be due from the customer as follows:

- If such payment date falls on a 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.
- 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.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements (Cont'd)2.4.1 Payment of Charges and Deposits (Cont'd)

(D) (Cont'd)

(2) In the event of a billing dispute, the customer must submit a documented claim for the disputed amount. A good faith dispute requires the customer to provide a written claim to the Telephone Company. Instructions for submitting a dispute can be obtained by calling the billing inquiry number shown on the customer's bill, or, by accessing the Telephone Company website also shown on the customer's bill. Such claim must identify in detail the basis for the dispute, and if the customer withholds disputed amounts, it must identify the account number under which the bill has been rendered, the date of the bill and the specific items on the bill being disputed, to permit the Telephone Company to investigate the merits of the dispute.

(3) If the customer pays the bill in full by the payment due date, and later initiates a billing dispute within ninety days of the payment due date, penalty interest may be applicable.

- If the billing dispute is resolved in favor of the customer, the customer shall receive a credit from the Telephone Company equal to the disputed amount resolved in the customer's favor times the percentage rate in (1) above. This percentage credit amount will apply from the date of the customer's payment through the date on which the credit is posted to the customer's account.

If the dispute is resolved in favor of the Telephone Company, neither a late payment charge nor a penalty interest charge is applicable.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements (Cont'd)2.4.1 Payment of Charges and Deposits (Cont'd)

(D) (Cont'd)

(4) If the customer pays the bill in full by the payment due date, and later initiates a billing dispute after ninety days of the payment due date, penalty interest may be applicable.

- If the billing dispute is resolved in favor of the customer, the customer shall receive a credit from the Telephone Company equal to the disputed amount resolved in the customer's favor times the percentage rate in (1) above. This percentage credit amount will apply from the date of dispute through the date on which the credit is posted to the customer's account.

If the dispute is resolved in favor of the Telephone Company, neither a late payment charge nor a penalty interest charge is applicable.

(5) Late Payment Charges applicable to End User FIA, described in Section 13, are those in the Telephone Company General and/or Local Tariffs.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements (Cont'd)2.4.2 Minimum Periods

- (A) The minimum periods for which FIA are provided and which rates and charges are applicable are in 3.2.4.
- (B) The minimum periods for which FIA are provided and which rates and charges are applicable for Specialized FIA or Arrangements provided on an Individual Case Basis, as in Section 7 are established with the individual case filing.
- (C) For discontinuances of FIA with a one month minimum period, all applicable charges for the one month period will apply. In instances where the minimum period is greater than one month, however, the charge will be the lesser of the Telephone Company's non-recoverable costs less the net salvage value for the discontinued service of the minimum period charges.
- (D) The minimum periods for which Expanded Interconnection Services are provided and which rates and charges are applicable are in Section 17.
- (E) The minimum periods for Optical Networking Services are provided and which rates and charges are applicable are in Section 20.

2.4.3 Cancellation of an ASR

Provisions for the cancellation of an ASR are in 3.2.6.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.5 Connections

2.5.1 General

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

2.5.2 Standard Access Service Connections

Access services are provided by means of wire, fiber optics, radio or any other suitable technology or a combination thereof. Special Access service connections are made directly or through a Telephone Company hub where bridging or multiplexing functions are performed. These connections can either be analog or digital.

2.5.3 Expanded Interconnection Service (EIS) - Fiber Optic

Fiber Optic EIS provides a customer with space and associated requirements such as power and environmental conditioning within or near a Telephone Company wire center or access tandem to locate certain fiber optic facilities and equipment, and an interconnection with certain Telephone Company provided facilities.

EIS will be provided subject to the regulations and rates and charges set forth in Section 17.

2.5.4 Expanded Interconnection Service (EIS) - Microwave

Microwave EIS provides a customer with space and associated requirements such as power and environmental conditioning within a Telephone Company wire center or access tandem to locate certain microwave facilities and equipment, and a connection to certain Telephone Company provided facilities.

Customer-provided microwave facilities, equipment and support structures may be located in, on or above the exterior walls and roof of Telephone Company wire centers or access tandems. Such interconnection must be made in accordance with the provisions specified in 2.1. These interconnections will be provided subject to the regulations and rates and charges set forth in Section 17.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions

Certain terms used herein are defined as follows:

Access Area

The term "Access Area" denotes a specific calling area containing those customers served by one or more Central Offices associated with the various Switched Access provisions offered under this tariff. The size and configuration of the Access Area a customer obtains is dependent upon the Feature Group type and the specific characteristics of the Central Office or Access Tandem office to which the connection is made.

Access Code

The term "Access Code" applies to Switched Access Service. It denotes a uniform seven digit code dialed by an end user to access an Interexchange Carrier's facilities. The Carrier Access Code (CAC) has the form 101XXXX and the Carrier Identification Code (CIC) has the form 950-XXXX.

Access Group

The term "Access Group" denotes a grouping of lines or trunks used to establish a connection between switching systems. Each grouping of lines or trunks is traffic engineered as a unit with each of the individual members of the group having identical characteristics and being interchangeable with any other member of the group.

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 Telephone 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 end exchanges, as applicable. For the calculation of total minutes, seconds are totaled and converted to minutes before rounding occurs. Remainder seconds greater than 29 are rounded to a minute.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Access Service Request

The term "Access Service Request" (ASR) denotes a document (i.e., order) used by the Telephone Company to process a customer's request for Access Services as offered throughout this tariff.

Access Tandem

The term "Access Tandem" denotes a telephone company switching system that provides a traffic concentration and distribution function for inter LATA traffic originating from or terminating at end offices in the access area.

Add/Drop Multiplexing

The term "Add/Drop Multiplexing" denotes a multiplexing function that allows lower level signals to be added or dropped with the remaining traffic continuing through the network.

Agent

The term "Agent" as used in Section 6 of this tariff, is defined as that person or entity that the Telephone Company acknowledges as controlling decisions pertaining to Pay telephone Service or, that person or entity duly authorized to act in that capacity by the physical owner of the premises.

Aggregator

The term "Aggregator" denotes any individual, partnership, association, joint-stock company, trust or corporation that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for interstate telephone calls using a provider of operator services.

Alternate Billing Service

The term "Alternate Billing Service (ABS)" denotes the ability of the end user to bill calls to an account not necessarily associated with the originating line, including calling card, collect and third number billing.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)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 CDL for terminating calls to the Telephone Company end office as an indication that the called party has answered or disconnected.

Answer Message

The term "Answer Message" denotes an SS7 message sent in the backward direction to indicate that the call has been answered.

Attempt

The term "Attempt" denotes a call in the originating direction from an end user to the CDL which is completed (answered) or not completed (not answered) and a call in the terminating direction from the CDL to a customer which is completed (Answered) or not completed (not answered).

Attenuation Distortion

The term "Attenuation Distortion" denotes the difference in loss at specified Frequencies relative to the loss at 1004 Hz.

Balance (100-Type) Test Line

The term "Balance (100-Type) Test Line" denotes a standard feature of FGA, FGB, FGD, 800, 888 Access Service, BSA-A, BSA-B, and BSA-D and refers to the end office termination provided for balance and noise testing. The termination provides off-hook supervision to the calling end, and terminates the line or trunk in a resistive and capacitive arrangement which simulates the characteristic impedance of the end office.

Basic Service Element

The term "Basic Service Element (BSE)" denotes an unbundled service option available only with Basic Serving Arrangements.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Basic Serving Arrangement

The term "Basic Serving Arrangement (BSA)" denotes a category of Switched Access Service differentiated by technical characteristics, e.g., line side versus trunk side connection at the Telephone Company's first point of switching.

BHMC

See Busy Hour Minutes of Capacity.

Billed Number Screening

The term "Billed Number Screening (BNS)" denotes the process of utilizing a line information data base to determine billing number acceptance for collect and third number calls and to perform public telephone line number checks to prevent the alternate billing of calls to public coin telephone lines.

Bit

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

Bridging

The term "Bridging" denotes the connection of one or more circuits in parallel with another circuit without interrupting the continuity of the first circuit.

Bridging Wire Center

The term "Bridging Wire Center" denotes the telephone company designated wire center in which bridging is accomplished.

Business Day

The term "Business Day" denotes the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 a.m. to 5:00 or 6:00 p.m., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Busy Hour Minutes of Capacity

The term "Busy Hour Minutes of Capacity" (BHMC) denotes the trunk group usage load consisting of the average usage load for the busy season.

Busy Season

The term "Busy Season" denotes the four consecutive weeks of the calendar year having the highest daily busiest hour traffic load based on a five day week. Normally the five day week consists of Monday through Friday. Where weekend traffic is greater than weekday traffic, one or both weekend days may be used as a substitute for a weekday as long as a consistent five day week is maintained for the four consecutive weeks.

Bit

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

Byte

The term "Byte" denotes a sequence or group of eight bits that represents one character.

Carrier Identification Code

The term "Carrier Identification Code" (CIC) denotes the uniform access code associated with a specific Interexchange Carrier.

Carrier Identification Parameter

The term "Carrier Identification Parameter" (CIP) denotes a field in the SS7 Initial Address Message (IAM) that identifies and transmits CIC information in a forward direction to an IC customer.

C Conditioning

The term "C Conditioning" denotes a telephone company special treatment of the transmission path in order to control attenuation and envelope delay distortion.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)C Message Noise

The term "C Message Noise" denotes the frequency weighted average noise within an idle voice circuit. The frequency weighting, called C message, is used to simulate the frequency characteristic of the 500 type telephone set and the hearing of the average subscriber.

C Notched Noise

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

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 lines or trunks.

Call

The term "Call" denotes a communication including an off hook signal and routing information initiated at the originating location and completed to a terminating location.

Call Branding

Call Branding is the act of providing customer identification, audibly and distinctly, to the caller at the beginning of a Preferred Directory Assistance call.

Cellular Mobile Carrier (CMC)

The term "Cellular Mobile Carrier (CMC)" denotes a Common Carrier authorized by the Federal Communications Commission to provide cellular mobile radio telecommunications services.

Central Office

The term "Central Office" denotes a telephone company local switching system where telephone company local service subscriber station loops are terminated for purposes of interconnection to each other and to trunks.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Central Office Loop Around Test Line

The term "Central Office Loop Around Test Line" denotes equipment in the Telephone Company's end office which provides a means for making two way transmission tests for Switched Access services. These transmission tests are normally for the measurement of level and noise tests. This arrangement has two terminations, each reached by means of a separate seven digit number.

Central Office Prefix

The term "Central Office Prefix" denotes the first three digits (NXX) of the telephone number assigned to a telephone company subscriber's local service.

Centralized Automatic Reporting on Trunks (CAROT) Testing

The term "Centralized Automatic Reporting on Trunks (CAROT) Testing" denotes a type of testing which includes the capacity for measuring the 1000 Hz loss, C message weighted noise, C notched noise, loss slope, and the provision of a balance termination.

Channelize

The term "Channelize" denotes the process of multiplexing demultiplexing circuits using analog or digital techniques.

Circuit

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

Circuit Code

The term "Circuit Code" denotes the service class routing of an SS7 call that indicates the interexchange carrier trunk group to which the traffic will be routed (e.g., 0+, 0-, 500, 900, etc.).

Common Channel Signaling System 7 Network (CCS7)

The term "Common Channel Signaling System 7 Network (CCS7)" denotes a dedicated out-of-band signaling network which utilizes Signaling System 7 (SS7) protocol to provide call handling and data base access services.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Common Line

The term "Common Line" denotes a line, trunk, coin line or other facility provided under the Telephone Company General and/or Local Tariffs, terminated on a Central Office switch. A Common Line Residence is a line or trunk provided under the residence regulations of the Telephone Company General and/or Local Tariffs. A Common Line Business is a line or trunk provided under the business regulations of the Telephone Company General and/or Local Tariffs. A coin line is a line provided under the public and/or semi-public service regulations of the Telephone Company General and/or Local Tariffs.

Communications System

The term "Communications System" denotes circuits and other facilities which are capable of communications between terminal equipment provided by other than the Telephone Company or Telephone Company stations.

Concatenated

The term "Concatenated" denotes the linking together of various data structures, e.g., two bandwidths joined to form a single bandwidth.

Confirmed ASR

The term "Confirmed ASR" denotes a customer's ASR for a) Switched Access FIA which the Telephone Company has processed with the Engineering Department to confirm for the customer and the Telephone Company the availability of facilities and/or equipment, and b) Special Access FIA for which the Telephone Company confirms to the customer that the established due date can be met. The date the ASR is confirmed, the standard service date interval commences.

Confirming Design Layout Report Date

The term "Confirming Design Layout Report (CDLR) Date" identifies the date that the Telephone Company is scheduled to receive confirmation that the Design Layout Report provided by the Telephone Company for a confirmed ASR is acceptable.

Connecting Facility Assignment

The term "Connecting Facility Assignment" denotes the identification of a channel or circuit to be used from a high capacity facility.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Conventional Signaling

The term "Conventional Signaling" denotes the inter machine signaling system which has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating end office to the switching machine which will terminate the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected, and the sequence of supervisory signals and outpulsed digits is initiated. No overlap outpulsing, ten digit ANI, ANI information digits, or acknowledgement wink are included in this signaling sequence.

Customer

The term "Customer" denotes any individual, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity which subscribes to the services offered under this tariff.s

Customer Designated Location

The term "Customer Designated Location" (CDL) denotes a location specified by the customer for the purpose of terminating FIA services. The Telephone Company must have access to the location to perform installation, testing, and maintenance functions. The customer may or may not have access to the location. CDLs include locations such as customer premises, end user premises, customer repeater stations, customer microwave towers, a Telephone Company's first point of switching, some other point where Telephone Company testing can occur, etc. A CDL may be designated by the customer for Switched Access, Special Access, or both in combination. Customer transmission facilities and equipment may be terminated in Telephone Company wire centers or access tandems under EIS arrangements, as defined in Section 17. Telephone Company Switched and Special Access Services may be interconnected to such customer equipment using Cross Connect arrangements as described in Section 4.5.3 and Section 5.1.1(D), respectively.

D Conditioning

The term "D Conditioning" denotes a Telephone Company special treatment of the transmission path in order to control C notched noise and intermodulation distortion.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Daily Busiest Hour

The term "Daily Busiest Hour" denotes the highest usage hour for each day with the reading taken on the clock hour or half hour. The clock hour or half hour selection varies from day to day, depending upon the usage measured. The Daily Busiest Hour is also known as the Bouncing Busy Hour.

Data Transmission (107 Type) Test Line

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

Drop Cable

A facility provided by the Telephone Company which connects the broadband feeder cable to the premises of the customer's subscribers for the purposes of Video Channel Services.

Dual Tone Multifrequency Address Signaling

The term "Dual Tone Multifrequency (DTMF) Address Signaling" denotes a type of signaling that is an optional feature of FGA and BSA-A. It may be utilized when FGA or BSA-A is being used in the terminating direction. An office arranged for signaling would expect to receive address signals from the IC in the form of DTMF format.

Echo Path Loss

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

Echo Return Loss

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

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)End Office Switch

The term "End Office Switch" denotes a Telephone Company local switching system located in a wire center where Telephone Company local service subscriber station loops are terminated for purposes of originating and terminating traffic to or from a customer.

End User

The term "End User" means any customer of an interstate or foreign telecommunications service that is not a carrier, except that a carrier, other than the Telephone Company, shall be deemed to be an "end user" to the extent that 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 originate on the premises of such reseller (e.g., hotels, motels and shared tenant services).

Engineering Review

The term "Engineering Review" denotes the examination of an ASR with a customer requested change to determine if a design change is required. It includes, but is not limited to, the review for possible change requirements in equipment, interfaces, circuit configurations, engineering records, and billing.

Entry Switch

See First Point of Switching.

Excess Capacity

The term "Excess Capacity" denotes a quantity of FIA requested by the customer which is greater than that which the Telephone Company would construct to fulfill the customer's ASR.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Exchange

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

Exchange Access Signaling

The term "Exchange Access Signaling" denotes the signaling system used by end offices to transmit originating information and address digits to the customer's premises and includes the means of verifying the receipt of these address digits. Features of this system include overlap outpulsing (in suitably equipped end offices), identification of the type of call, identification of the ten digit telephone number of the calling party, and acknowledgement wink supervisory signals.

Existing Suitable Space

The term "Existing Suitable Space" denotes a space in which ac/dc power, heat and air conditioning, battery and generator back-up power, and other requirements necessary for provision of wire center or access tandem equipment currently exists.

Exit Message

The term "Exit Message" denotes an SS7 message sent to an end office by the Telephone Company tandem switch to mark the connect time when the Telephone Company's tandem switch sends an Initial Address Message to a customer.

Extended Area Service

The term "Extended Area Service" (EAS) denotes an arrangement whereby a customer in one exchange can call a local number in another exchange that is part of the extended area without paying a toll charge.

Extensible Markup Language (XML)

The term "Extensible Markup Language" (XML) denotes a simple, very flexible text format that is used in the exchange of a wide variety of data on the Web and elsewhere.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Facility

The term facility denotes generically the various transmission media used for the transmission of telecommunication services. This includes, but is not limited to, cable (copper pair, coaxial, and fiber optic) and microwave radio equipment.

Firm Order Confirmation Date

The term "Firm Order Confirmation (FOC) Date" denotes the date that the Telephone Company will provide the schedule of dates for the provisioning activities associated with the customer's request for service.

First Point of Switching

The term "First Point of Switching" denotes either the first telephone company location at which switching occurs on the terminating path of a call proceeding from the CDL to the terminating end office or the last telephone company location at which switching occurs on the originating path of a call proceeding from the originating end office to the CDL.

Flexible Automatic Number Identification (FLEX ANI)

The term "Flexible Automatic Number Identification" denotes an optional feature or Basic Service Element that provides additional values for the information indicator digits available with the ANI feature on originating calls. These additional digits identify the type of line that is originating the call for billing, screening and routing purposes.

Four Wire to Two Wire Conversion

The term "Four Wire to Two 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 such as a central office switch trunk circuit or switching system.

Frame

The term "Frame" denotes a group of data bits, in a specific format, with a flag at either end to indicate the beginning and end of the frame. The defined format enables network equipment to recognize the meaning and purpose of specific bits.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Geographically Aggregated Rate (GAR)

The term "Geographically Aggregated Rate" denotes a situation in which the rates and charges for a service offering, for which there is currently no demand, are developed based upon the aggregated revenue requirement and demand for more than one study area. Upon receipt of a request for service, the current geographically averaged rates will be redeveloped to include the new study area.

Example: Study areas A, B and C have been geographically aggregated. Geographically averaged rates for A and B were developed based upon their aggregated revenue requirement and demand, while Area C, marked "GAR", has no current demand. Should C receive a request for service, the current geographically averaged rates will be redeveloped to include C's revenue and demand. The redeveloped rates and charges will now be applicable to customers on A, B and C.

Ground Start Supervisory Signaling

The term "Ground Start Supervisory Signaling" denotes a type of signaling which provides for the application of ground on the tip side at the point of termination (assuming no signaling conversion has been provided by the Telephone Company) as an initial seizure signal before the application of ringing in the originating direction (towards the customer from the end office).

Head-End

The Telephone Company location where analog video and audio signals are received from the customer for transmission over the broadband distribution facilities to subscribers for the purposes of providing Video Channel 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 includes 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.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Individual Case Basis

The term "Individual Case Basis" (ICB) denotes a condition where 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.

Information Service Provider

The term "Information Service Provider" denotes one who offers a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information which may be conveyed via telecommunications, except that such service does not include (1) any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service, or (2) the provision of time, weather, and such other similar audio services that are offered by the Telephone Company.

Initial Address Message (IAM)

The term "Initial Address Message (IAM)" denotes an SS7 message sent in the forward direction to initiate trunk set up with the busying of an outgoing trunk which carries the information about that trunk along with other information relating to the routing and handling of the call to the next switch.

Installed Cost

The term "Installed Cost" denotes the total cost (estimated or actual) by the Telephone Company to provide facilities for the offered services.

Interconnection

The term "Interconnection" denotes the termination of a customer's basic transmission facilities, including optical terminating equipment and multiplexers at or near Telephone Company wire center or access tandem. Interconnection is provided as physical or virtual.

Interconnection Point

The term "Interconnection Point" denotes physical EIS arrangements as the point where the customer-owned cable facilities connect to the Telephone Company termination equipment. The interconnection point for virtual EIS arrangements is the demarcation between ownership of the cable facilities.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Interexchange Carrier (IC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denote 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 LATAs.

Intermodulation Distortion

The term "Intermodulation Distortion" denotes a measure of the nonlinearity of a circuit. 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).

Interstate Communications

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

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.

Local Area Network (LAN)

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.

Line

The term "Line" denotes a communications path connecting an end office switch with an end user's premises or a CDL for the provision for FGA or BSA-A.

Line Group

The term "Line Group" denotes a grouping of lines which are traffic engineered as a unit for the establishment of connections between end office switches and customers in which all of the communications paths are interchangeable.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Line Information Data Base

The term "Line Information Data Base (LIDB)" denotes a data base containing billing validation data providing the ability to screen billed numbers to support Alternate Billing services.

Line Side Connection

The term "Line Side Connection" denotes a connection of a transmission path to the line side of an end office system.

Local Access and Transport Area

The term "Local Access and Transport Area" (LATA) denotes a geographic area for the provision and administration of communications service. It encompasses designated Access Areas which are grouped to serve common social, economic, and other purposes.

Maximum Termination Liability

The term "Maximum Termination Liability" (MTL) denotes the maximum amount of money for which the customer is liable in the event all FIA ordered in an Individual Case Basis (ICB) arrangement are discontinued before a specified period of time.

Metropolitan Statistical Area (MSA)

The term "Metropolitan Statistical Area (MSA)" denotes a prescribed geographic area comprised of Telephone Company Wire Centers which has been grouped together.

Mid Link

The term "Mid Link" denotes the Special Transport facilities between Hub Wire Centers where the circuit is bridged and/or where switching devices such as a loop transfer arrangement are located.

Milliwatt (102 Type) Test Line

The term "Milliwatt (102 Type) Test Line" denotes an arrangement in an end office which provides a 1004 Hz tone at 0 dBm0 for one way transmission measurements towards the CDL from the Telephone Company end office.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Mobile Telephone Switching Office (MTSO)

The term "Mobile Telephone Switching Office (MTSO)" denotes a Cellular Mobile Carrier (CMC) switching facility that is used to originate or terminate calls on the CMC network, or originate or terminate calls between the CMC and the public switched telephone network.

Multicarrier Access Area

The term "Multicarrier Access Area" denotes an EAS for FGA and BSA-A or an area for FGB and BSA-B where FIA Services are provided by more than one telephone company in which a customer obtains access to an entire EAS or FGB or BSA-B area by obtaining a FGA or BSA-A, or FGB or BSA-B access tandem arrangement that connects its switch with the First Point of Switching of the Primary Exchange Carrier.

National Security Emergency Preparedness (NSEP) Services

The term "National Security Emergency Preparedness (NSEP) Services" denotes telecommunications services which are used to maintain a state of readiness or to respond to and manage any event or crisis (local, national or international), which causes or could cause injury or harm to the population, damage to or loss of property, or degrades or threatens the NSEP posture of the United States.

Native Ethernet

The term "Native Ethernet" denotes an Ethernet transmission that is not carried within a SONET signal.

Net Salvage

The term "Net Salvage" denotes the estimated scrap, sale, or trade in value, less the estimated cost of removal. Cost of removal includes the costs of demolishing, tearing down, removing, or otherwise disposing of the material and any other applicable costs. Because the cost of removal may exceed salvage, facilities may have negative net salvage.

Network Address

The term "Network Address" denotes the alphanumeric character string used to specify the destination of each switched connection made within the network.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Network Channel Interface Code

The "Network Channel Interface" code (NCI) is an ordering code that provides an indication of the generic channel type. The NCI code provides the technical characteristics of the interface and describes the physical and electrical characteristics of the special access interface to the customer designated locations. A complete description and listing of these interface codes is specified in Section 6103 of the GTE Technical Interface Reference Manual.

Node

The term "Node" denotes a SONET ring service element that designates either a customer designated location or a Telephone Company wire center location on the SONET ring. It also denotes the location/address of where a channelized service originates or terminates on a ring.

Non Overlap Outpulsing

The term "Non Overlap Outpulsing" is the feature of the exchange access signaling system which provides initiation of pulsing to the customer's premises after the calling subscriber has completed dialing an originating call.

Nonrecoverable Cost

The term "Nonrecoverable Cost" denotes the cost of specially constructed facilities for which the Telephone Company has no foreseeable use should the customer terminate service.

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 which can be made more rapidly.

North American Numbering Plan

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

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)NSEP Treatment

The term "NSEP Treatment" denotes the provisioning of a telecommunications service before others based on the provisioning priority level assigned by the Executive Office of the President.

Octet

The term "Octet" denotes a group of eight binary digits operated upon as an entity.

Off Hook

The term "Off Hook" denotes the active condition of Switched Access or a Telephone Company local service line.

On Hook

The term "On Hook" denotes the idle condition of Switched Access or a Telephone Company local 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 the trunk or line by means of an inductor of several Henries.

Optical Carrier Rate (OC-N)

The term "OC-N" denotes an Ethernet Private Line transmission signal, speed, line rate, or service and may be commonly referred to as follows:

OC-N Rate	Bandwidth Capacity
OC-1	51.84 Mbps
OC-3	155.52 Mbps
OC-12	622.08 Mbps
OC-24	1.25 Gbps
OC-48	2.488 Gbps

Order Interval

The term "Order Interval" denotes the interval between the Scheduled Issue Date and the Service Date.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Originating Direction

The term "Originating Direction" denotes the use of Switched Access for the origination of calls from an end user to a CDL.

Originating Point Code

The term "Originating Point Code (OPC)" denotes the identity assigned to each Operator Service System (OSS) location.

Overlap Outputting

The term "Overlap Outputting" is the feature of the exchange access signaling system which permits initiation of pulsing to the customer's premises before the calling subscriber has completed dialing an originating call.

OZZ Code

The term "OZZ Code" denotes the service class routing code of a multifrequency (MF) call that indicates the interexchange carrier trunk group to which the traffic will be routed (e.g., 0+, 0-, 500, 900, etc.).

Payload

The term "Payload" denotes the portion of the SONET signal available to carry service signals such as DS0, DS1, and DS3.

Physical EIS

The term "Physical EIS" denotes an offering that enables customers to place equipment needed to terminate basic transmission facilities, including optical terminating equipment and multiplexers, within or upon the Telephone Company's wire center or Telephone Company access tandem buildings, use such equipment to connect customer's fiber optic systems or microwave radio transmission facilities (where reasonably feasible) with the local exchange carrier's equipment and facilities used to provide interstate switched and special access services.

Plant Test Date

The term "Plant Test Date" denotes the date on which installation is completed and the Telephone Company to customer testing can begin.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Point of Termination

The term "Point of Termination" denotes the point of demarcation at a CDL or end user premises at which the Telephone Company's responsibility for the provision of FIA Service ends.

Premises

The term "Premises" denotes a building or buildings on continuous property (except Railroad Right of Way, etc.) not separated by a public highway.

Pre service Testing

The term "Pre service Testing" denotes tests performed on a FIA to assure standard transmission performance/parameters meet specifications prior to acceptance testing.

Primary Exchange Carrier

The term "Primary Exchange Carrier" (PEC) denotes the telephone company in whose exchange a customer's first point of switching (i.e., dial tone for FGA or BSA-A, an access tandem for FGB or BSA-B) is located.

Protocol

The term "Protocol" denotes a set of rules governing the format to be followed when transmitting information between communicating devices.

Public Pay Telephone

The term "Public Pay Telephone" denotes a switched coin line provided under the Public Telephone Service regulations of the Telephone Company General Exchange and/or Local Exchange Tariffs.

Query

The term "Query" denotes a Signaling System 7 (SS7) message requesting specific information from a data base.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Recoverable Cost

The term "Recoverable Cost" denotes the cost of specially constructed facilities for which the Telephone Company has a foreseeable reuse, either in place or elsewhere should the customer terminate service.

Registered Equipment

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

Release Message

The term "Release Message" denotes an SS7 Message sent in either direction to indicate that a specific circuit is being released.

Response

The term "Response" denotes an SS7 message representing a reply to a request for information contained in a query.

Route Mileage

The term "Route Mileage" denotes the actual Telephone Company provided facility mileage of a transmission circuit.

Scheduled Issue Date

The term "Scheduled Issue Date" denotes the date the Telephone Company is scheduled to issue the confirmed ASR to all associated work groups.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Secondary Exchange Carrier

The term "Secondary Exchange Carrier" (SEC) denotes the telephone company in whose exchange a customer does not subscribe to FGA or BSA-A, or FGB or BSA-B service, but from whose exchange the customer's end users can call the interexchange switch or CDL of an IC in the primary exchange of another telephone company on a toll free basis.

Secure Socket Layer (SSL)

The term "Secure Socket Layer ("SSL)" denotes a security protocol that provides data encryption, server authentication, message integrity, and optional client authentication for a TCP/IP connection.

Semi Public Pay Telephone

The term "Semi Public Pay Telephone" denotes a switched coin line provided under the Semi Public Telephone Service regulations of the Telephone Company General and/or Local Tariffs.

Service Control Point

The term "Service Control Point (SCP)" denotes an SS7 network control interface element between the Telephone Company's SS7 network and one or more data bases.

Service Date

The term "Service Date" denotes the date that the FIA is to be placed in service. A confirmed ASR is required to establish a service date.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)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

The term "Serving Wire Center" denotes the wire center from which the customer designated location would normally obtain dial tone from the Telephone Company. The "Serving Wire Center" is designated by the Telephone Company based upon the location being served.

Seven Digit Manual Test Line

The term "Seven Digit Manual Test Line" denotes a set of optional features for all Switched Access which allow the IC to select balance, milliwatt, and synchronous test lines of FGA and BSA-A, by manually dialing a seven digit number over the associated Switched Access.

Short Circuit Test Line

The term "Short Circuit Test Line" denotes the end office circuit which provides an ac short circuit termination of the trunk or line by means of a capacitor of at least 4 microfarads.

Signaling Point

The term "Signaling Point (SP)" denotes an SS7 network interface element capable of originating and/or terminating SS7 messages.

Signaling System 7 (SS7)

The term "Signaling System 7 (SS7)" denotes the layered protocol used for standardized common channel signaling in the United States.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Signal Transfer Point (STP)

The term "Signal Transfer Point (STP)" denotes a packet switch which provides access to the Telephone Company's SS7 network and performs SS7 message signal routing and screening. The technical interface specifications, transmission specifications, and diversity requirements for interconnecting to the Telephone Company's SS7 network at the STP are as described in Technical Reference GR-905-CORE, Issue 11.

Signal Transfer Point (STP) Port

The term "Signal Transfer Point (STP) Port" denotes the physical point of termination and interconnection to the STP.

Statistical Multiplexing

A multiplexing technique in which timeslots are dynamically allocated on the basis of need rather than being predetermined; the data is typically transmitted on a first served basis.

SONET

The term "SONET" (Synchronous Ethernet Private Line) denotes a family of fiber optic transmission bit rates starting at 51.84 Mbps, designed to provide the flexibility needed to transport many digital signals with different capacities.

Synchronous Test Line

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

Synchronous Transfer Module (STM)

STM-1 is the international equivalent SONET's OC3 transmission rate.

Synchronous Transport Signal (STS1)

The term "Synchronous Transport Signal" (STS1) denotes a 51.84 Mbps signal that is the electrical equivalent of the OC1 or a DS3 with additional Mbps devoted to SONET overhead information. An STS1 can carry a DS3 or 28 DS1s when specifically formatted (mapped). These DS1s may be accessed off-ring using DS3 to DS1 Multiplexing as set forth in Section 20 or at an enhanced node via a DS3 Transmux port.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Telecommunications Relay Service (TRS) Carriers

The term "Telecommunications Relay Service (TRS) Carriers" denotes companies/associations which provide two-way communications between an individual with a hearing or speech impairment who uses a Text Telephone or other nonvoice terminal, and an individual who does not use such a device.

Telecommunications Relay Service (TRS) Equal Access Interconnection

The term "Telecommunications Relay Service (TRS) Equal Access Interconnection" denotes the arrangement by which TRS Carriers interconnect with the Telephone Company to provide originating equal access to their end users. TRS Interconnection is provided from a TRS Carrier over Switched Access Entrance Facilities and Direct Trunked Transport facilities directly to a Telephone Company Access Tandem. The Telephone Company does not provide end office local switching functions with this interconnection arrangement.

Telecommunications Service Priority (TSP) System

The term "Telecommunications Service Priority (TSP) System" or "TSP System" refers to the regulatory, administrative and operational system authorizing and providing for priority treatment (i.e., the provisioning and restoration) of NSEP Services.

Temporary Facilities

The term "Temporary Facilities" denotes facilities used to provide FIA to a customer for less than the minimum service period or less than one month, whichever is longer, or to provide FIA while permanent facilities are being constructed.

Terminating Direction

The term "Terminating Direction" denotes the use of Switched Access for the completion of calls from a CDL to an end user.

Termination Liability Period

The term "Termination Liability Period" denotes the length of time the customer is liable for a termination charge in the event the Individual Case Basis (ICB) arrangement is terminated.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Toll Free

"Toll Free" is considered to mean any access service which utilizes any of the following NPAs: 800, 888, 877, 866, 855, 844, 833, and 822 as they become available to the industry.

Transmuxing

The term "Transmuxing" denotes the function of a DSR DS3 Transmux port which performs a DS3 to DS1 conversion at a DSR node. The DS3 to DS1 conversions allows a single DSR DS3 Transmux port to be associated with up to twenty-eight (28) VT1.5 mapped DSR DS1 ports. Transmuxing within the DSR network retains DS1 visibility allowing for full, proactive maintenance capability of DS1 signals.

Trunk

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

Trunk Group

The term "Trunk Group" denotes a grouping 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 an end office switch.

U.S. Domestic Offshore Points

The term "U.S. Domestic Offshore Points" denotes any U.S. location that is not part of the conterminous United States.

V&H Coordinates Method

The term "V&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.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Virtual EIS

The term "Virtual EIS" denotes an offering that enables customers to designate or specify equipment needed to terminate basic transmission facilities, including optical terminating equipment and multiplexers, to be located within or upon Telephone Company's wire center or access tandem buildings, and dedicated to such customers use.

Virtual Connection

The term "Virtual Connection" denotes a logical channel resulting from call establishment to a network address that exists until the call is terminated by either party.

WATS Serving Office

The term "WATS Serving Office" denotes a Telephone Company designated serving wire center where switching, screening and/or recording functions are performed in connection with a Special Access Line used with a Switching Interface as in 4.2.5(V) #.

Wire Center

The term "Wire Center" denotes a location in which one or more central office switches, and cross connection equipment used for the provision of Telephone Company telecommunications services, are located.

Wire Center Area

The term "Wire Center Area" denotes the geographic area served by a Wire Center through the use of central office switching equipment, cross connection equipment, and subscriber loops.

- # The use of the terms WATS or WATS type throughout this tariff is primarily for ordering purposes and is not intended to restrict the use of the customer services when ordering Special Access and Switched Access in combination.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.7 FIA Services Provided By More Than One Telephone Company2.7.1 General

When Switched Transport or Special Transport service is provided by more than one telephone company, the telephone companies involved will mutually agree upon one of the billing methods based upon the type of access service and the interconnection arrangements between the telephone companies.

The telephone company will notify the customer which billing method will be used. The customer will place the ASR as in 3.3.

2.7.2 Single Company Billing

The Single Company Billing method may be applied to FGA and BSA-A Switched Access Service.

The telephone company receiving the ASR from the customer, as specified in 3.3(A)(1), will arrange to provide the service, determine the applicable charges and bill the customer for the entire service in accordance with its Access tariff. The airline mileage is determined using the V&H method in the NECA Tariff FCC No. 4.

2.7.3 Meet Point Billing

Meet Point Billing is required when an access service is provided by multiple Telephone Companies* for FGB, FGD, BSA-B, and BSA-D Switched Access services and Special Access. It is optional for FGA and BSA-A Switched Access Services.

There are two Meet Point Billing Options Single Bill and Multiple Bill. The Telephone Company must notify the customer of:

- the Meet Point Billing Option that will be used,
- the Telephone Company(s) that will render the bill(s),
- the Telephone Company(s) to whom payment(s) should be remitted, and
- the Telephone Company(s) that will provide the bill inquiry function.

The Telephone Company shall provide such notification at the time that an ASR is placed requesting access service. Additionally, the Telephone Company shall provide this notice in writing 30 days in advance of any change.

* Meet Point Billing option guidelines, as contained in the MECAB Guidelines, may also be applied to FIA services provided by one exchange carrier in two or more states within a single LATA.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.7 FIA Services Provided By More Than One Telephone Company (Cont'd)2.7.3 Meet Point Billing (Cont'd)(A) Single Bill Option

The Single Bill Option allows the customer to receive one bill from one telephone company or its billing agent for access services.

The Telephone Company(s) that renders the bill to the customer may provide to the customer, cross references to the other Telephone Company(s) service and/or the common circuit identifiers based upon industry standards as contained in the Multiple Exchange Carrier Access Billing (MECAB) Guidelines. Should a billing dispute arise, the terms and conditions of the Billing Company(s) will apply.

For usage rated access services the access minutes of use will be compiled by the Initial Billing Company and used by the Initial Billing Company and any subsequent Billing Company(s) for the development of access charges.

The Initial Billing Company for FGB and FGD, BSA-B and BSA-D Switched Access services is normally the end user's serving office and for WATS usage the Initial Billing Company is normally the WATS serving office. When the Initial Billing Company is other than the normally designated Telephone Company, the Telephone Company will notify the customer.

The Subsequent Billing Company(s) is any Telephone Company(s) in whose territory a segment of the Switched Transport Facility is provided and/or where the CDL is located.

The Single Bill option provides three billing alternatives, Single Bill/Single Tariff, Single Bill/Pass Through Billing and Single Bill/Multiple Tariff which are described following:

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)

2.7 FIA Services Provided By More Than One Telephone Company (Cont'd)

2.7.3 Meet Point Billing (Cont'd)

(A) Single Bill Option (Cont'd)

(1) Single Bill/Single Tariff

Each Telephone Company will receive an ASR or a copy of the ASR from the customer as specified in 3.3(A)(2) and arrange to provide the service. The Initial Billing Company will:

determine the applicable charges and bill in accordance with its tariff;
include all recurring and nonrecurring rates and charges of its tariff; and
forward the bill to the customer.

The customer will remit the payment to the Initial Billing Company.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.7 FIA Services Provided By More Than One Telephone Company (Cont'd)2.7.3 Meet Point Billing (Cont'd)(A) Single Bill Option (Cont'd)(2) Single Bill/Pass Through Billing

Each Telephone Company will receive an ASR or a copy of the ASR from the customer as specified in 3.3(A)(2) and arrange to provide the service. Each Telephone Company will:

- determine its portion of Switched Transport and/or Special Transport as in 2.7.3(C);
- determine the applicable charges and bill in accordance with its tariff;
- include all recurring and nonrecurring rates and charges of its tariff; and
- forward the bill to the Initial Billing Company for meet point billed access services.

The Initial Billing Company will:

- apply usage data, when needed, to the bill and calculate the charges;
- identify each involved Telephone Company's charges separately on the bill;
- combine all the bills of the involved Telephone Companies of a meet point billed access service into one access bill;
- forward the bill to the customer; and
- advise the customer how to remit the payment, either directly to each Telephone Company involved in the provision of this meet point billed service; or, as a single payment made to the Initial Billing Company. If payments are to be sent directly to the Initial Billing Company, the Subsequent Billing Company(s) will provide the customer with written authorization for the payment arrangement.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.7 FIA Services Provided By More Than One Telephone Company (Cont'd)2.7.3 Meet Point Billing (Cont'd)(A) Single Bill Option (Cont'd)(3) Single Bill/Multiple Tariff

Each Telephone Company will receive an ASR or a copy of the ASR from the customer as specified in 3.3(A)(2) and arrange to provide the service. The Initial Billing Company will:

determine each Telephone Company's portion of switched transport and/or special transport as set forth in 2.7.3(c);
determine the applicable charges and bill in accordance with each Telephone Company's tariff;
include all recurring and nonrecurring charges for each involved Telephone Company;
identify each involved Telephone Company's charges separately on the bill;
forward the bill to the customer; and
advise the customer how to remit the payment, either directly to each Telephone Company involved in the provision of this meet point billed service; or, as a single payment made to the Initial Billing Company. If payments are to be sent directly to the Initial Billing Company, the Subsequent Billing Company(s) will provide the customer with written authorization for the payment arrangement.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.7 FIA Services Provided By More Than One Telephone Company (Cont'd)2.7.3 Meet Point Billing (Cont'd)(B) Multiple Bill Option

The Multiple Bill option allows all Telephone Companies providing service to bill the customer for their portion of a jointly provided access service. Each Telephone Company will:

- determine its portion of the Switched Transport and/or Special Transport as set forth in 2.7.3(C);
- determine the applicable charges and bill in accordance with its tariff;
- include all recurring and nonrecurring rates and charges of its tariff; and
- forward the bill to the customer.

The customer will remit the payments directly to each Telephone Company.

(C) Meet Point Billing Mileage Calculation

Each Telephone Company's portion of the Switched Transport and/or Special Transport mileage will be determined as follows:

- (1) For Switched Access Tandem-Switched Transport Services, determine the appropriate Tandem-Switched Transport - Facility total miles by computing the number of miles from the access tandem to the serving wire center in the Access Area (i.e., end user serving wire center, or WATS Serving Office), using the V&H method as set forth in the NECA Tariff FCC No. 4. For Special Access Services, and Switched Access Direct-Trunked Transport determine the appropriate Special Transport or Direct-Trunked Transport total miles by computing the number of miles between the serving wire centers involved (i.e., CDL serving wire center, Hub Wire Center, WATS Serving Office, end office, or access tandem) using the V&H method as set forth in the NECA Tariff FCC No. 4. Where the calculated miles include a fraction, the value is rounded up to the next full mile.
- (2) Determine the billing percentage (BP), as set forth in the NECA Tariff FCC No. 4. This represents the portion of the Service provided by each telephone company.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.7 FIA Services Provided By More Than One Telephone Company (Cont'd)2.7.3 Meet Point Billing (Cont'd)(C) Meet Point Billing Mileage Calculation (Cont'd)

- (3) For Switched Access Tandem-Switched Transport; (a) multiply the number of access minutes of use times the number of airline miles as set forth in (1), times the BP of each Telephone Company as set forth in (2), times the Tandem-Switched Transport - Facility rate; (b) multiply the Tandem-Switched Transport - Termination rate times the number of access minutes times the quantity of terminations.

Example of Billing Percentage (BP) Method Using the Multiple Bill Option:

The Tandem-Switched Transport - Facility between Office X and Office Y is jointly provided by telephone companies A and B. The following example reflects the rate for telephone company A. Rates for telephone company B would appear in its appropriate Access Tariff.

- (a) Airline miles from telephone company A (office X) to telephone company B (office Y) = 50 airline miles as set forth in NECA Tariff FCC No. 4.

- (b) Billing Percentage for each telephone company (from NECA Tariff FCC No. 4).

Telephone Company A = 40%
Telephone Company B = 60%

- (c) Access Minutes for Telephone Company A = 9000.

- (d) Tandem-Switched Transport - Facility rate for Telephone Company A = SWT FAC

- (e) Tandem-Switched Transport - Termination Rate = SWT TERM

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.7 FIA Services Provided By More Than One Telephone Company (Cont'd)2.7.3 Meet Point Billing (Cont'd)(C) Meet Point Billing Mileage Calculation (Cont'd)

(3) (Cont'd)

Example of Billing Percentage (BP) Method Using the Multiple Bill Option: (Cont'd)

NOTE: The Tandem-Switched Transport - Termination rate does not apply in situations where there is an intermediate, non terminating Local Exchange Carrier involved in the provision of the Switched Transport Facility.

Formula:

Access Minutes (AM) x Airline Miles (ALM) x Billing Percentage (BP) x Tandem-Switched Transport - Facility Rate (SWT FAC) + [Tandem-Switched Transport - Termination Rate (SWT TERM) x Access Minutes (AM) x Quantity of Terminations (TERMS)] = Total

Calculation:

Telephone Company A

AM ALM BP SWT FAC SWT TERM AM TERMS
9,000 x 50 x .40 x SWT FAC + [SWT TERM x 9,000 x TERMS]=TOTAL

- (4) For Special Access and for Switched Access Direct-Trunked Transport, multiply the number of airline miles as in (1), times the BP for each telephone company as in (2), times the Special Transport or Direct-Trunked Transport Facility rate elements. For DS1 and DS3 Special Transport and DS1 and DS3 Direct-Trunked Transport, multiply the Special Transport Termination or Direct-Trunked Transport Termination rate times the number of terminations provided by the Telephone Company.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.7 FIA Services Provided By More Than One Telephone Company (Cont'd)2.7.3 Meet Point Billing (Cont'd)

- (D) All other appropriate recurring and nonrecurring charges in each telephone company's Access tariff are applicable.
- (E) Where the Tandem-Switched Transport - Facility is provided by more than one telephone company, the Tandem-Switched Transport - Termination rate applies for the termination at the Telephone Company end of the Tandem-Switched Transport (i.e., the first point of switching or the end office serving the end user). The Tandem-Switched Transport - Termination rate will not apply when the Telephone Company is the intermediate provider of the Switched Transport Facility.
- (F) The Interconnection charge for Switched Transport shall be billed by the Telephone Company in whose territory the end office is located.
- (G) The Shared Trunk Port for Tandem-Switched Transport shall be billed by the Telephone Company in whose territory the end office is located.
- (H) For tandem routed trunks, the dedicated trunk port shall be billed by the Telephone Company owning the tandem. For end office direct routed trunks, the dedicated trunk port shall be billed by the Telephone Company owning the end office on a single bill, single tariff or multiple bill, multiple tariff meet point billing arrangement.
- (I) The shared multiplexing charge will be assessed to the interexchange carrier by the Telephone Company owning the access tandem under the multiple bill, multiple tariff meet point billing option, and to the initial billing company, by the Telephone Company owning the access tandem, under the single bill, single tariff meet point billing option.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.7 FIA Services Provided By More Than One Telephone Company (Cont'd)2.7.4 Zone Density Meet Point Billing

When the Switched Transport facility (Direct-Trunked or Tandem-Switched Transport) and/or Special Transport is provided by more than one telephone company the following regulations apply:

(A) Switched Access

(1) End Office or Access Tandem is in the Telephone Company's Territory:

- (a) Distance sensitive transport provided by the Telephone Company will be rated according to the zone of the Telephone Company's end office or Telephone Company's access tandem.
- (b) The transport termination provided by the Telephone Company will be rated according to the zone assigned to the Telephone Company's end office or Telephone Company's access tandem.
- (c) Tandem Switching will be rated according to the zone of the Telephone Company's access tandem.

(2) The Telephone Company is intermediate provider of the transport:

- (a) Distance sensitive transport will be rated at Zone 1/Band A rates.
- (b) The transport termination rate does not apply if the Telephone Company is the intermediate provider of the transport facility.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)

2.7 FIA Services Provided By More Than One Telephone Company (Cont'd)

2.7.4 Zone Density Meet Point Billing (Cont'd)

(B) Special Access

(1) End Office or Access Tandem is in the Telephone Company's Territory

(a) Special transport provided by the Telephone Company will be rated according to the zone of the Telephone Company's end office or Telephone Company's access tandem.

(b) The transport termination provided by the Telephone Company will be rated according to the zone assigned to the Telephone Company's end office or Telephone Company's access tandem.

(2) The Telephone Company is intermediate provider of the transport.

(a) Distance Sensitive Transport will be rated at Zone 1/Band A rates.

(b) The transport termination rate does not apply if the Telephone Company is the intermediate provider of the transport facility.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.8 Service Level Agreements2.8.1 Basic Service Level Agreements (Basic SLAs)

Regulations pertaining to Basic SLAs are contained in this tariff as specified following:

Description	Tariff Reference
Credit Allowance for FIA Interruptions	2.8.1.1
Performance Commitment Program	2.8.1.2

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.8 Service Level Agreements (Cont'd)2.8.1 Basic Service Level Agreements (Basic SLAs) (Cont'd)2.8.1.1 Credit Allowance for FIA Interruptions(A) General

A FIA is interrupted when it becomes unusable to the customer because of a failure of a component used to furnish FIA under this tariff, or when the service is preempted as a result of invoking NSEP Treatment or when the application of protective controls interrupt all transmission paths as set forth in 4.2.9 following. An interruption period starts when the Telephone Company personnel are notified by the customer that the FIA is inoperative.

The credit allowance(s) for an interruption or for a series of interruptions will be computed based upon the billing method which applies to the service being credited. In no case will the credit allowance for service interruptions exceed the applicable charges for the billing period during which the interruption occurred.

Subject to Section 2.8.4(B) following, in case of an interruption to any service, credit allowance for the period of interruption shall be as follows:

- (1) For Special Access services other than Program Audio, Videoband and Expanded Interconnection, and for Switched Access Entrance Facilities, Direct-Trunked Transport and Multiplexing services a credit allowance will be made for an interruption period of 30 minutes or more. The allowance will be calculated at the rate of 1/1440 of the monthly charge for the portion of the FIA affected, for each 30 minutes or major fraction thereof that the interruption continues. A major fraction is considered to be sixteen minutes or more beyond the 30 minute period.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.8 Service Level Agreements (Cont'd)2.8.1 Basic Service Level Agreements (Basic SLAs) (Cont'd)2.8.1.1 Credit Allowance for FIA Interruptions (Cont'd)(A) General (Cont'd)

- (2) For Program Audio and Videoband Special Access services, a credit allowance will be made for an interruption of 30 seconds or more. Two or more such interruptions occurring during a period of 5 consecutive minutes shall be considered as one interruption. The allowance will be calculated as follows:
- (a) For Program Audio Service provided at monthly rates, the credit will be at the rate of 1/8640 of the monthly service rate.
 - (b) For Program Audio Service provided at daily rates, the credit will be at the rate of 1/288 of the daily rate.
 - (c) For Temporary Videoband Service provided at hourly rates, the credit will be at 1/12 of the hourly rate.
- (3) Except as noted, all Special Access Services will be eligible for a credit allowance for each occurrence of a service interruption period greater than 30 minutes. The maximum credit allowance will be \$200.00 for each out of service condition within the Telephone Company's facilities and will not exceed the monthly charge for the interrupted service. The credit allowance will not be applied more than once per calendar month. This credit allowance is applicable in all jurisdictions. The credit allowance is in addition to the credit allowance in 2.8.1.1(A)(1) and 2.8.1.1(A)(2). A credit allowance will not be extended in accordance with conditions in 2.1.3(G) and 2.8.1.1(B) for repair of Telephone Company owned facilities.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.8 Service Level Agreements (Cont'd)2.8.1 Basic Service Level Agreements (Basic SLAs) (Cont'd)2.8.1.1 Credit Allowance for FIA Interruptions (Cont'd)(A) General (Cont'd)

(3) (Cont'd)

The exceptions to this credit allowance are, Part-time Program Audio Service in 5.2.3, Videoband I and II Services in 5.2.4, Miscellaneous Special Access Services in 5.8 and Individual Case Basis Services in 5.9.

- * Section 2.8.1.1(A)(3) is not available for Special Access Services installed after June 1, 2006. The preceding sentence applies to both Special Access Services that are provided on a month-to-month basis and Special Access Services that are provided under a Discount Plan (as defined below).

For Special Access Services installed on or before June 1, 2006, Section 2.8.1.1(A)(3) will not be available as follows:

- (a) For Special Access Services provided on a month-to-month basis, after June 1, 2006.
- (b) For Special Access Services provided under a Discount Plan (as defined below), after the date of expiration, termination, or cancellation of the Discount Plan commitment period that is in effect on June 1, 2006.
- (c) For Special Access Services provided under a Discount Plan (as defined below) that are covered by a National Service Level Agreement Plan, during the period that a customer participates in such National Service Level Agreement Plan. The customer has the option to subscribe to National Service Level Agreement Plans as set forth in Section 2.8.3 and/or Section 5.6.20 following. Nothing in this paragraph (c) shall in any way limit the effect of paragraph (b) preceding.

As used in this note, "Discount Plan" means any tariff arrangement for the provision of Special Access Services other than on a month-to-month basis.

For any month for which a Special Access Service receives a credit allowance under Section 2.8.1.1(A)(3), that Special Access Service shall not receive a credit allowance under Section 2.8.1.1 (A)(4).

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.8 Service Level Agreements (Cont'd)2.8.1 Basic Service Level Agreements (Basic SLAs) (Cont'd)2.8.1.1 Credit Allowance for FIA Interruptions (Cont'd)(A) General (Cont'd)

- (4) For certain Special Access services, a Special Access Service Guarantee (SASG) credit allowance will apply in the event that such services experience a service interruption of four or more consecutive hours except as specified in 2.8.4(B) following. The SASG credit allowance will apply to Voiceband, monthly Program Audio, Video Digital Transport Service-Type II, Digital Data Service (DDS), and High Capacity DS1 & DS3 Special Access services (collectively, Special Access Services).

The customer has the option to subscribe to National SLA Plans as set forth in Section 2.8.3 and/or Section 5.6.20 following. When a customer subscribes to a National SLA Plan, SASG credit allowances under this Section 2.8.1.1(A)(4) do not apply to services covered by the National SLA Plan.

If a Special Access Service is eligible for an SASG credit allowance, the Telephone Company shall provide the applicable credit amount as set forth in the table following. The Telephone Company shall bill customer the applicable monthly rate for the Special Access Service, and if customer is eligible to receive the SASG credit allowance, the customer shall receive the SASG credit in a later invoice. Except as stated in this tariff, the SASG credit allowance is in addition to any other credit allowances available under this Section 2.8.1.1. The maximum amount of all credit allowances available under this Section 2.8.1.1 for a Special Access Service for a given billing period shall not exceed the total applicable monthly charge paid by the customer for such Special Access Service. The monthly charge will consist of all applicable rate elements charged to the circuit experiencing the service interruption. The SASG credit allowance can only be applied once per month on a per circuit basis. For multi-point circuits, the SASG credit allowance will apply to each leg of the circuit that experiences a service interruption.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.8 Service Level Agreements (Cont'd)2.8.1 Basic Service Level Agreements (Basic SLAs) (Cont'd)2.8.1.1 Credit Allowance for FIA Interruptions (Cont'd)(A) General (Cont'd)

(4) (Cont'd)

The Special Access Service Guarantee (SASG) credit allowance, for each applicable service is listed below and applies to all states:

<u>Service</u>	<u>SASG (per circuit)</u>
Voiceband	\$20.00
Full-time Program Audio (provided at monthly rates)	
200 – 3500 Hz	10.00
100 – 5000 Hz	15.00
50 – 8000 Hz	20.00
50 – 15000 Hz	25.00
Video Digital Transport Service – Type II (monthly, 1-year, 2-year, 3-year & 5-year plans)	100.00
Digital Data Service (DDS)	
2.4 kbps	40.00
4.8 kbps	45.00
9.6 kbps	50.00
19.2 kbps	55.00
56.0 kbps	60.00
64.0 kbps	65.00
High Capacity	
DS1	160.00
DS3	400.00

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.8 Service Level Agreements (Cont'd)2.8.1 Basic Service Level Agreements (Basic SLAs) (Cont'd)2.8.1.1 Credit Allowance for FIA Interruptions (Cont'd)(A) General (Cont'd)

(5) For Switched Access service, billed using assumed minutes of use, a credit allowance will be made for an interruption of 24 hours or more. The credit allowance will be calculated at 1/30 of the assumed minutes of use charge for each 24 hours or major fraction thereof that the interruption continues. A major fraction is considered to be 13 hours. No credit will be given where Switched Access billing is based on actual usage.

(6) For Switched Access service interrupted by an NXX isolation a credit will be given the billed customer of record utilizing the following formula:

300 Minutes of Use X the appropriate switched access rate X the number of trunks out of service = the credit allowance

NXX isolation is defined as a situation whereby a customer in an NPA-NXX is unable to originate a call to the carrier network and/ or receive a call from the carrier network.

The credit will apply when an out of service condition of 30 minutes or more occurs within the Telephone Company's switched facilities. The credit allowance will not be applied more than once per calendar month. A credit allowance will not be extended in accordance with conditions in 2.1.3(G) and 2.8.4(B) for repair of Telephone Company owned facilities.

(7) Switched Access Service Entrance Facilities, Direct-Trunked Transport and Multiplexing will be eligible for a credit allowance for each occurrence of a service interruption period greater than 30 minutes. The maximum credit allowance will be \$200.00 for each out of service condition within the Telephone Company's facilities. The credit allowance will not exceed the monthly charge for the interrupted service and will not be applied more than once per calendar month. This credit allowance is applicable in all jurisdictions. A credit allowance will not be extended in accordance with conditions in 2.1.3(G) and 2.8.4(B) for repair of Telephone Company owned facilities.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.8 Service Level Agreements (Cont'd)2.8.1 Basic Service Level Agreements (Basic SLAs) (Cont'd)2.8.1.1 Credit Allowance for FIA Interruptions (Cont'd)(A) General (Cont'd)

(8) For Common Channel Signaling System 7 (CCS7) Access Service, described in 4.2.10, a credit allowance will be made for an interruption period of 30 minutes or more. The allowance will be calculated at the rate of 1/1440 of the monthly charge for the portion of the service affected, for each 30 minutes or major fraction thereof that the interruption continues. A major fraction is considered to be 16 minutes or more beyond the 30-minute period.

(9) An out of service credit will apply for the following Optical Networking rate elements, where applicable, should the service be interrupted due to the Telephone Company's system's failure to switch to protected electronics and/or facilities within one (1) second in those locations connected to the Telephone Company surveillance system unless such interruptions are a result of conditions outside the Telephone Company's control:

- ON-net Banded Optical Transport provisioned via ring topology

Credit will be predicated on information provided by the Telephone Company's and the customer's network surveillance systems associated with this service arrangement. The Telephone Company and the customer shall each have the opportunity to perform an annual inspection of the other party's network surveillance system to confirm its accuracy. The out-of-service credit will be calculated based on the monthly rate element charges of that portion of the inter-office network rendered inoperative. A maximum limit of one month's recurring charge per rate element will be allotted for an interruption or series of interruptions within any one billing period.

The credit allowance for all other Optical Networking access services will be as shown in 2.8.1.1(A)(1) and (3).

(10) For Dedicated SONET Entrance Facilities, any single service outage of one (1) hour or more and due solely to a Telephone Company facility failure will result in a credit of one hundred percent (100%) of the monthly rate for the applicable DSEF rate elements affected. Only one such credit is allowed in a single month's billing period.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.8 Service Level Agreements (Cont'd)2.8.1 Basic Service Level Agreements (Basic SLAs) (Cont'd)2.8.1.1 Credit Allowance for FIA Interruptions (Cont'd)

(B) When a Credit Allowance Does Not Apply

Services will not be eligible for credits when any of the conditions set forth in Section 2.8.4(B) following exist.

(C) Use of an Alternative Service Provided by the Telephone Company

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

(D) Temporary Surrender of a FIA

In certain instances, the customer may be requested to surrender a FIA for purposes other than maintenance, testing or activity relating to an ASR. If the customer consents, or in the instance of preemption under NSEP Treatment as set forth in Section 2.1.9 preceding, a credit allowance will be granted. The credit allowance will be determined in accordance with 2.8.1.1(A) and (B) preceding.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.8 Service Level Agreements (Cont'd)2.8.1 Basic Service Level Agreements (Basic SLAs) (Cont'd)2.8.1.2 Performance Commitment Program

All refunds under the Performance Commitment Program will be provided as a credit adjustment to the customer's bill.

(A) Performance Commitment Program Provisioning

The Telephone Company assures that orders for FIA will be installed and available for customer use no later than the Service Date as referenced in Section 3.2.1, Service Date Intervals. The failure of the Telephone Company to meet the service date of an order will result in the refund of all NRCs associated with that order. The Telephone Company's liability for failure to meet this commitment is limited to the refund of the NRCs for the order associated with the missed Service Date.

The customer has the option to subscribe to National SLA Plans as set forth in Section 2.8.3 and/or Section 5.6.20 following. When a customer subscribes to a National SLA Plan, credits under this Section 2.8.1.2 do not apply to services covered by the National SLA Plan. The Performance Commitment Program Provisioning does not apply when any of the conditions set forth in Section 2.8.4(A) following exist.

(B) Performance Commitment Program - IC Desired Due Date for PIC Installation

The Telephone Company assures that the IC Desired Due Date (ICDDD) for PIC Installation, as set forth in 6.5(K), will be provided as negotiated. The failure of the Telephone Company to meet the ICDDD will result in the refund, to the IC's end user/agent customer, of the Nonrecurring Charge for Primary Interexchange Carrier, as set forth in 6.5(L).

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.8 Service Level Agreements (Cont'd)2.8.2 Enhanced Service Level Agreements (Enhanced SLAs)

Regulations pertaining to Enhanced SLAs are contained in this tariff as specified following:

Description	Tariff Reference
Integrated Optical Service Rider SLAs	2.8.2.1

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.8 Service Level Agreements (Cont'd)2.8.2 Enhanced Service Level Agreements (Enhanced SLAs)2.8.2.1 Integrated Optical Service Rider SLAs(A) General

- (1) With the exception of those Integrated Optical Service Riders provided subject to Section 24.1.3 following, the SLAs set forth in this Section 2.8.2.1 apply to all other Integrated Optical Service Riders set forth in Section 24.1 following ("Qualifying Services").
- (2) The monthly recurring rate(s) for the Qualifying Service are the Integrated Optical Service Rider Appearances.
- (3) To receive credit, the Telephone Company must receive from the customer a written request for credit within sixty (60) calendar days of the end of the calendar month in which the SLA threshold was missed. The customer's request for credit must be submitted to the appropriate Telephone Company in a manner mutually agreed upon by the Telephone Company and the customer. The request must include a list of the identification numbers of all impacted circuits.

(B) Availability

- (1) Availability refers to the percentage of time over a calendar month that a Qualifying Service is able to transmit data over the Telephone Company's integrated optical service. A Qualifying Service is unavailable if data cannot be transmitted because of a failure of a facility component within the Telephone Company's integrated optical service that is used to furnish the Qualifying Service provided under this Tariff.
- (2) Availability is calculated as follows: $\text{Availability} = (1440 \times \text{Number of Days in Month}) - (\text{Number of Minutes the Service is unavailable during Month}) / (1440 \times \text{Number of Days in Month})$. The number of minutes the Service is unavailable is as determined by the Telephone Company.
- (3) The Telephone Company threshold for Availability under this Section in a calendar month is 99.999%.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.8 Service Level Agreements (Cont'd)2.8.2 Enhanced Service Level Agreements (Enhanced SLAs) (Cont'd)2.8.2.1 Integrated Optical Service Rider SLAs (Cont'd)(B) Availability (Cont'd)

- (4) If Availability under this Section is less than the threshold, then a credit equal to twenty-five percent (25%) of the monthly recurring rate(s) for the affected Qualifying Service applies. Only one (1) such credit is allowed in a single month's billing period.

(C) Mean Time to Restore (MTTR)

- (1) MTTR applies to an interruption of service that is within the Telephone Company's integrated optical service.
- (2) Interruption of service is defined as a condition which renders a Qualifying Service unusable to the customer (i.e., data cannot be transmitted) because of a failure of a facility within the Telephone Company's integrated optical service that is used to furnish the Qualifying Service under this tariff. The Telephone Company will initiate a trouble ticket on all DS1 Qualifying Service interruptions reported by the customer. The Telephone Company will initiate a trouble ticket on all DS3 Qualifying Service interruptions reported by the customer and/or detected by the Telephone Company's network.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.8 Service Level Agreements (Cont'd)2.8.2 Enhanced Service Level Agreements (Enhanced SLAs) (Cont'd)2.8.2.1 Integrated Optical Service Rider SLAs (Cont'd)(C) Mean Time to Restore (MTTR) (Cont'd)

(3) MTTR for a calendar month shall be the average of all Time to Restore (TTR), as calculated by the Telephone Company. The TTR is the period of time the Qualifying Service is unavailable between the opening and closing of the trouble ticket, minus any stop clock time that was logged against the trouble ticket. Stop clock time includes, by way of example, the following times:

- Periods when customer testing is occurring.
- Periods when the customer is working on its own Customer Premises Equipment (CPE) and has not yet released the Qualifying Service to the Telephone Company for maintenance, testing or repair.
- Periods when the Telephone Company is awaiting customer authorization to commence work on the Qualifying Service.
- Periods when the Telephone Company is denied access to premises or facilities necessary to diagnose, repair, or test a Qualifying Service.
- Periods following repair of the Qualifying Service when the ticket is held open by the customer to ensure the trouble is resolved.

(4) MTTR is calculated by summing TTR for all measured tickets for the customer for the calendar month and dividing by the total number of tickets for that customer during that month.

(5) MTTR excludes any subsequent reports (i.e., additional customer inquiries while the trouble is pending), CPE troubles, trouble found on the customer's side of the point of demarcation, no trouble found, troubles closed due to customer action, force majeure events, and troubles repaired by the Telephone Company prior to receipt of a trouble report on that Qualifying Service.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.8 Service Level Agreements (Cont'd)2.8.2 Enhanced Service Level Agreements (Enhanced SLAs) (Cont'd)2.8.2.1 Integrated Optical Service Rider SLAs (Cont'd)(C) Mean Time to Restore (MTTR) (Cont'd)

- (6) The threshold for MTTR in a calendar month is 2.5 hours for Qualifying Services.
- (7) If the MTTR is greater than 2.5 hours over the calendar month for all of customer's Qualifying Services, then a credit equal to twenty-five percent (25%) of the monthly recurring rate(s) for the affected Qualifying Service applies for those Qualifying Services that were the subject of a trouble ticket during the measured calendar month whose TTR exceeded 2.5 hours. Only one (1) such credit is allowed in a single month's billing period. If the MTTR is 2.5 hours or less on all of customer's Qualifying Services, then no credit applies to any Qualifying Service, even if the TTR on a particular Qualifying Service exceeded such threshold.

- (D) Qualifying Services will not be included in threshold measurements under this Section 2.8.2.1 and will not be eligible for credits under this Section 2.8.2.1, when any of the conditions set forth in Section 2.8.4(B) following exist.

FACILITIES FOR INTERSTATE ACCESS

- 2. GENERAL REGULATIONS (Cont'd)
 - 2.8 Service Level Agreements (Cont'd)
 - 2.8.3 Reserved for Future Use

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.8 Service Level Agreements (Cont'd)2.8.4 When a Credit Allowance Does Not Apply(A) Performance Commitment Program/On Time Provisioning

This Section 2.8.4(A) applies to and supplements Section 2.8.1.2(A) preceding, Performance Commitment Program – Provisioning; and Section 2.8.2 preceding, Enhanced Service Level Agreements. Services will not be included in performance measurements and credits will not apply, when:

- (1) Provision of service is delayed or prevented due to the acts or omissions of the customer or a party authorized by the customer to use the service; or
- (2) Provision of service is delayed or prevented due to failures in power, equipment, service, or systems provided by the customer or by persons other than the Telephone Company; or
- (3) The customer's premises is inaccessible; or
- (4) The customer changes the order after receiving the confirmed Due Date from the Telephone Company; or
- (5) The customer changes its interface requirements; or
- (6) The customer is not ready to accept service; or
- (7) Independent Telephone Companies are involved in the service installation; or
- (8) Building facilities are not ready (includes space, cable support structures, building risers, and entrance facilities to be provided by persons other than the Telephone Company); or
- (9) The customer orders termination beyond the Network Interface; or
- (10) The installation requires special construction; or

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.8 Service Level Agreements (Cont'd)2.8.4 When a Credit Allowance Does Not Apply (Cont'd)(A) Performance Commitment Program/On Time Provisioning (Cont'd)

- (11) The customer requests Specialized Service or Arrangements as set forth in Section 7 following or services for which rates were developed on an Individual Case Basis (ICB); or
- (12) The order is for Service Rearrangements or Moves as described in Section 5.6.1(F)(6) and 5.6.4 following, respectively; or
- (13) Provision of service is delayed due to the Telephone Company's provision of Telecom Service Priority (TSP) System as described in Section 6.4 following; or
- (14) A delay or failure in the provision of service is required, permitted or excused by this Tariff; or
- (15) Provision of service is delayed due to acts of God or the public enemy, compliance with any law or any regulation or order of any governmental authority, acts of terrorism, war, rebellion, insurrection or sabotage or damage resulting therefrom, fires, floods, earthquakes, volcanic action, unusually severe weather, explosions, washouts, rules and regulations with regard to common carriers, accidents, epidemics, riots, strikes or other concerted acts of employees, whether direct or indirect, lockouts or other industrial disturbances, whether direct or indirect, worms, viruses or other contaminants that may cause damage to or disable software, computer or electronic systems, or any similar cause, or other causes beyond the Telephone Company's reasonable control; or
- (16) The order is for Expanded Interconnection Services as described in Section 17 following; or
- (17) The order is for Dedicated SONET Entrance Facilities as described in Section 20 following.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.8 Service Level Agreements (Cont'd)2.8.4 When a Credit Allowance Does Not Apply (Cont'd)(B) FIA Interruptions/Mean Time to Restore/Availability

This Section 2.8.4(B) applies to and supplements Section 2.8.1.1 preceding, Credit Allowance for FIA Interruptions; Section 2.8.2 preceding, Enhanced Service Level Agreements; and Section 2.8.3 preceding, National Service Level Agreements. Services will not be included in performance measurements and credits will not apply:

- (1) When the customer fails to report the interruption to the Telephone Company (excluding DS3 Integrated Optical Service Riders); or
- (2) When the interruption was caused by the act or omission of the customer or a party authorized by the customer to use the service; or
- (3) When the interruption was due to the failure of power, equipment, service, or systems provided by the customer or persons other than the Telephone Company; or
- (4) For any period in which the Telephone Company is not afforded access to the premises where the service is terminated; or
- (5) When the customer has released the service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service, during the time that was negotiated with the customer prior to the release of that service (thereafter, a credit allowance as set forth in this Section 2.8 applies); or
- (6) For any period of scheduled maintenance or scheduled downtime where the customer has received prior notification from the Telephone Company; or
- (7) When interruptions occur or continue because of the failure of the customer to authorize the replacement of any element of special construction; or

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.8 Service Level Agreements (Cont'd)2.8.4 When a Credit Allowance Does Not Apply (Cont'd)(B) FIA Interruptions/Mean Time to Restore/Availability (Cont'd)

- (8) For periods when the customer elects not to release the service for testing and/or repair; or
- (9) For periods of temporary discontinuance as set forth in Section 2.2.1 preceding; or
- (10) During periods of interruption as set forth in Section 6.3 following; or
- (11) When an interruption is required, permitted or excused by this tariff; or
- (12) For interruptions, failures or delays due to acts of God or the public enemy, compliance with any law or any regulation or order of any governmental authority, acts of terrorism, war, rebellion, insurrection or sabotage or damage resulting therefrom, fires, floods, earthquakes, volcanic action, unusually severe weather, explosions, washouts, rules and regulations with regard to common carriers, accidents, epidemics, riots, strikes or other concerted acts of employees, whether direct or indirect, lockouts or other industrial disturbances, whether direct or indirect, worms, viruses or other contaminants that may cause damage to or disable software, computer or electronic systems, or any similar cause, or other causes beyond the Telephone Company's reasonable control (except that, this Section 2.8.4(B)(12) does not apply to Section 2.8.1.1, excluding the SASG as set forth in Section 2.8.1.1(A)(4), to which this Section 2.8.4(B)(12) shall apply); or
- (13) For an interruption, or a group of interruptions resulting from a common cause, for amounts less than one dollar; or
- (14) For any interruption of an EIS or EIS elements as described in Section 17 following.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.9 Sale or Transfer of an Operating Telephone Company's Assets and/or Stock to an Unaffiliated Third Party

This Section 2.9 shall apply: (i) if the Telephone Company sells or transfers all or a portion of the assets or stock of an Operating Telephone Company (e.g., Frontier North, Inc.) to an unaffiliated third party ("Transfer"); and (ii) a service offering or Service Level Agreement (SLA) of this tariff as referenced in this Section 2.9 does not include terms and conditions relating to a Transfer.

2.9.1 General

The terms and conditions set forth in Section 2.9.2 following shall apply:

- (A) when a customer subscribes to a service offering under this tariff that aggregates the customer's purchases from the Telephone Company to measure compliance with such service offering or the customer participates in a SLA that aggregates the customer's measured transactions, and:
- (B) the service offering or SLA does not include terms and conditions pertaining to a Transfer; and
- (C) as a result of the Transfer, one or more of the following conditions occur solely as a result of the Telephone Company no longer providing the same quantity of services:
 - (1) the customer no longer satisfies the minimum requirements of the service offering or SLA;
 - (2) the customer is subject to a related penalty, termination liability or cancellation;
 - (3) the customer is subject to a change in the tier of a volume table or a rate table; and
 - (4) the customer is subject to a change in the rate level of the service offering.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.9 Sale or Transfer of an Operating Telephone Company's Assets and/or Stock to an Unaffiliated Third Party (Cont'd)2.9.2 Undertaking of the Telephone Company Following a Transfer

When the conditions set forth in 2.9.1 preceding exist, the Telephone Company will utilize the following terms and conditions, as applicable.

(A) If the service offering includes specific minimum ordering requirements for participation, or requires that the customer achieve a minimum number of services, minimum number of rate elements, and/or minimum revenue within a specific geographic area in order to continue its subscription to the service offering or participation in a pricing plan for such service offering (each, a Minimum Requirement), the Telephone Company will apply the terms and conditions of this Section 2.9.2(A). The following service offerings have Minimum Requirements that are subject to this Section 2.9.2(A).

- Call Management Signaling Service as set forth in Section 6.19(D) following
- Directory Assistance Service/Preferred Directory Assistance Service as set forth in Section 8.1.1 following
- Banded Optical Transport as set forth in Sections 11.8.1(F) and 20(D)(2)(f) following
- TCP/IP Data Aggregation Service as set forth in Section 16.5 following

In the event of a Transfer, the following applies.

- (1) The Telephone Company will, consistent with the service offering, determine if the customer satisfies the Minimum Requirement for the service offering with the reduced quantity of services the Telephone Company provides to the customer following the Transfer; and

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.9 Sale or Transfer of an Operating Telephone Company's Assets and/or Stock to an Unaffiliated Third Party (Cont'd)2.9.2 Undertaking of the Telephone Company Following a Transfer (Cont'd)

(A) (Cont'd)

- (2) if the customer does not satisfy the Minimum Requirement following the Transfer, determine if the customer would have satisfied the Minimum Requirement had the Transfer not occurred. If the customer would have satisfied the Minimum Requirement had the Transfer not occurred, then no further action shall be taken and the customer will be considered to have satisfied the Minimum Requirement. If the customer would not have satisfied the Minimum Requirement had the Transfer not occurred, then the terms and conditions for such result shall apply under the applicable service offering, except that the calculation of any penalty associated with not satisfying the Minimum Requirement shall be reduced pro-rata to reflect the Transfer. Upon renewal of the customer's commitment period for such service offering or subsequent subscription to such service offering, as applicable, the terms and conditions set forth in the applicable section(s) of this tariff shall apply, including satisfying the Minimum Requirement for such service offering using only the quantity of services the customer purchases from the Telephone Company at the time of renewal or subsequent subscription.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.9 Sale or Transfer of an Operating Telephone Company's Assets and/or Stock to an Unaffiliated Third Party (Cont'd)2.9.2 Undertaking of the Telephone Company Following a Transfer (Cont'd)

(A) (Cont'd)

(2) (Cont'd)

For example, assume Frontier Florida LLC transfers a portion of its assets to an unaffiliated third party. Further assume that a customer subscribes to Call Management Signaling Service under Section 6.19(D) following which has a minimum monthly billing of one million (1,000,000) call signals per month. Also assume that following the Transfer, the volume of call signals recorded for the customer at the next scheduled review is nine hundred fifty thousand (950,000), and that an estimated one hundred thousand (100,000) call signals were associated with the services transferred to the unaffiliated third party. In this case, the Telephone Company would determine if the customer would have satisfied the minimum number of call signals had the Transfer not occurred by adding (i) the estimated number of call signals associated with the services transferred to the unaffiliated third party and; (ii) the recorded number of call signals for the period of review [950,000 + 100,000 = 1,050,000 call signals]. Based on this calculation, the customer would have satisfied the Minimum Requirement and will not incur any shortfall charges. However, if the result of such calculation was that the customer still did not satisfy the Minimum Requirement for the service, then the terms and conditions for such result shall apply under Section 6.19(D) following, except that the calculation of shortfall charges shall be reduced pro-rata to reflect the Transfer.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.9 Sale or Transfer of an Operating Telephone Company's Assets and/or Stock to an Unaffiliated Third Party (Cont'd)2.9.2 Undertaking of the Telephone Company Following a Transfer (Cont'd)

(B) If the service offering requires that the customer commit a minimum number of the services or rate elements that the customer purchases from the Telephone Company and maintain such minimum during the term of the service offering (a Commitment Level), and the service offering does not apply rates or credits based on a volume based tier structure, the Telephone Company will apply this Section 2.9.2(B). The following service offering has a Commitment Level that is subject to this Section 2.9.2(B).

- Four-wire Voiceband and Digital Data Service Rate Stability Plan as set forth in Section 5.6.13 following

In the event of a Transfer, the following applies.

- (1) The Telephone Company will recalculate the Commitment Level for the duration of the current term to reflect the removal of the services the Telephone Company no longer provides to the customer solely as a result of the Transfer; and
- (2) use the reduced Commitment Level in all subsequent reviews/true-ups that measure the customer's compliance with established requirements for the service offering for the balance of the current term unless otherwise revised by: (i) the customer in accordance with the terms and conditions of the service offering; or (ii) the terms and conditions of such service offering. Upon renewal of the customer's term for such service offering, the terms and conditions set forth in the applicable section(s) of this tariff shall apply, including establishment of a new Commitment Level using only the quantity of services the customer purchases from the Telephone Company at the time of renewal.
- (3) If, after reducing the Commitment Level under (2) preceding, the customer is below the minimum combined national commitment level of five hundred (500) Four-wire Voiceband and DDS SALs as required under Section 5.6.13(B) following, the Telephone Company will determine if the customer would have satisfied such minimum requirement had the Transfer not occurred and apply the same actions applied under (A)(2) preceding.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.9 Sale or Transfer of an Operating Telephone Company's Assets and/or Stock to an Unaffiliated Third Party (Cont'd)2.9.2 Undertaking of the Telephone Company Following a Transfer (Cont'd)

(B) (Cont'd)

For example, assume Frontier California Inc. transfers a portion of its assets to an unaffiliated third party. Further assume that a customer with a Four-wire Voiceband and Digital Data Service Rate Stability Plan and a Commitment Level of seven hundred fifty (750) DDS SALs is short of its Commitment Level at the next scheduled annual review by one hundred twenty-five (125) DDS SALs (i.e., the customer has six hundred twenty-five (625) DDS SALs in-service at the next annual review). Also assume that one hundred (100) DDS SALs were transferred to an unaffiliated third party as a result of the Transfer. In this case, the Telephone Company will reduce the customer's Commitment Level to six hundred fifty (650) DDS SALs (750 DDS SALs – 100 DDS SALs = 650 DDS SALs) to reflect the transfer. Since the customer's reduced Commitment Level is 650 DDS SALs, the customer is still twenty-five (25) DDS SALs short of the reduced Commitment Level (650 DDS SALs – 625 DDS SALs = 25 DDS SALs short). After applying a minus two percent (2%) shortage allowance per the terms and conditions for this rate stability plan, the customer is still short of its Commitment Level and subject to penalty on the resulting shortage.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.9 Sale or Transfer of an Operating Telephone Company's Assets and/or Stock to an Unaffiliated Third Party (Cont'd)2.9.2 Undertaking of the Telephone Company Following a Transfer (Cont'd)

- (C) If the service offering applies rates or credits based on a volume-based tier structure, the Telephone Company will apply this Section 2.9.2(C). The following service offerings have a volume-based tier structure that is subject to this Section 2.9.2(C).
- DS1 Term Volume Plans (i.e., one, two, three and five year DS1 TVP and eight and ten year DS1 TVP (DS1 ETTVP)) as set forth in Section 5.6.14 following
 - DS3 Term Volume Plans as set forth in Section 5.6.19 following

In the event of a Transfer, the following applies.

- (1) The Telephone Company will calculate an adjustment to be used in each scheduled review/true-up following the Transfer for the balance of the customer's current term (Transfer Adjustment). The Transfer Adjustment (which will be calculated using the actual number of units transferred to the unaffiliated third party) offsets the reduced volume achieved by the customer solely as a result of the Transfer (Transfer Adjustment Units) by summing: (i) the actual volume units achieved by the customer during the applicable review/true-up period (Actual Units); and (ii) the Transfer Adjustment Units. The resulting volume of units (Adjusted Units) shall be used in all applicable review/true-up calculations for the balance of the customer's current term. Upon completion of the current term, the terms and conditions set forth in the applicable section(s) of this tariff shall apply using only the quantity of services the customer purchases from the Telephone Company with no further Transfer Adjustments being applied; and
- (2) if, after applying the Transfer Adjustment, the customer still fails to maintain the same volume tier, the terms and conditions applicable to such result apply in accordance with the service offering, except that the calculation of any penalty associated with attaining a lesser volume tier shall be reduced pro-rata to reflect the Transfer.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.9 Sale or Transfer of an Operating Telephone Company's Assets and/or Stock to an Unaffiliated Third Party (Cont'd)2.9.2 Undertaking of the Telephone Company Following a Transfer (Cont'd)

(C) (Cont'd)

For example, assume Frontier Florida LLC transfers a portion of its assets to an unaffiliated third party. Further assume a customer under a DS1 TVP with a committed quantity of 1,500 DS1 SALs (threshold level of 1001 – 3000 DS1 SALs) is five hundred seventy-five (575) DS1 SALs short of its committed quantity at the next annual review following a Transfer. Further assume that five-hundred (500) DS1 SALs were transferred to an unaffiliated third party in the Transfer and that the in-service quantity of DS1 SALs as measured at the next annual review is nine hundred twenty-five (925). In this case, the Telephone Company will apply a Transfer Adjustment which adds the 500 DS1 SALs lost in the Transfer (the Transfer Adjustment Units) to the 925 DS1 SALs which are in-service (the Actual Units), the result of which is 1,425 DS1 SALs (the Adjusted Units) and rates continue to be applied at the 1001-3000 DS1 SAL threshold level. However, after applying the Transfer Adjustment, the customer is still short of its committed quantity of DS1 SALs and is subject to a shortfall penalty on the shortage which is calculated using the allowance per section 5.6.14 following.

As another example, assume Frontier Southwest Incorporated transfers a portion of its assets to an unaffiliated third party. Further assume that a customer who subscribes to a DS1 ETTVP with an eight (8) year commitment period and a committed quantity of 18,000 DS1 SALs (threshold level of 10,001 – 20,000 DS1 SALs) is three thousand (3,000) DS1 SALs short of its committed quantity at the next scheduled annual review following the Transfer, and that such shortage would normally result in the application of a shortfall penalty. Finally assume that three thousand (3,000) DS1 SALs were transferred to an unaffiliated third party in the Transfer and that the in-service quantity of DS1 SALs as measured at the next annual review is fifteen thousand (15,000). In this case, the Telephone Company will apply a Transfer Adjustment which adds the 3,000 DS1 SALs lost in the Transfer (the Transfer Adjustment Units) to the 15,000 DS1 SALs which are in-service (the Actual Units), the result of which is 18,000 DS1 SALs (the Adjusted Units) and rates continue to be applied at the 10,001 to 20,000 threshold level with no shortfall penalty being assessed to the customer.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.10 Technology Migration

(A) General

When a customer (for purposes of this Section 2.10, the term customer includes an Interexchange Carrier or Interexchange Common Carrier as defined in Section 2.6 preceding, an End User as defined in Section 2.6 preceding, or a customer who purchases Expanded Interconnection Service pursuant to Section 17 following) who subscribes to a DS3 Minimum Service Period under Section 5.6.11 following, a DS1 Term Volume Plan (DS1 TVP/ETTVP) under Section 5.6.14 following, a DS3 Term Volume Plan (DS3 TVP) under Section 5.6.19 following, or National Discount Plan (NDP) under Section 23.1 following wishes to disconnect certain High Capacity Digital Services (each a Hi-Cap Disconnect) in order to replace them with a Telephone Company provided Ethernet private line service or a Telephone Company provided switched Ethernet service (each such service hereinafter referred to individually or collectively as a Replacing Service and each such replacement hereinafter referred to as a Technology Migration), the terms and conditions that apply to such Technology Migration are as follows:

- (1) For customers who subscribed to a DS3 Minimum Service Period, to a DS1 TVP/ETTVP, to a DS3 TVP, or to NDP prior to December 2, 2010, the customer may choose to apply either the upgrade terms and conditions set forth in Section 5.6.11(G) following for the DS3 Minimum Service Period, Section 5.6.14(N) following for the DS1 TVP/ETTVP, Section 5.6.19(J) following for the DS3 TVP, or Section 23.1.7(H) following for NDP to a Technology Migration or the terms and conditions for a Technology Migration set forth in this Section 2.10. The terms and conditions that the customer chooses for its first such order placed on or after December 2, 2010, shall be the same terms and conditions that will apply to all of the customer's subsequent Technology Migration orders during the remainder of the current term commitment.
- (2) For customers who subscribe to or renew their subscription to a DS3 Minimum Service Period, to a DS1 TVP/ETTVP, to a DS3 TVP, or to NDP on or after December 2, 2010, this Section 2.10 applies to Technology Migrations ordered on or after December 2, 2010.

- (B) In the event a customer fails to specify the provision to be applied under (A)(1) preceding, the Telephone Company will apply the regulations in this Section 2.10 for the initial Technology Migration order submitted and for all future Technology Migration orders during the remainder of the current term commitment.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.10 Technology Migration (Cont'd)2.10.1 Service Under a DS3 Minimum Service Period

Liability under Section 5.6.11(E) following will not apply to the service(s) being disconnected if all of the requirements in Section 2.10.5 following are satisfied.

2.10.2 Service Under a DS1 Term Volume Plan (DS1 TVP/ETTVP)(A) Effect on DS1 TVP/ETTVP Annual Review

In the first Annual Review following a Technology Migration and in all subsequent Annual Reviews until the expiration of the current term commitment, the Telephone Company will, for each Hi-Cap Disconnect that was replaced by a Replacing Service on or after December 2, 2010, include the DS1 SAL(s) for the Hi-Cap Disconnect in the calculation of the in-service DS1 SAL quantity as if such Hi Cap Disconnect had never occurred. Only those services that satisfy all of the requirements set forth in Section 2.10.5 following will be included in this calculation. The Annual Review process for a DS1 TVP/ETTVP is described in Section 5.6.14(G) following.

Upon renewal of the customer's DS1 TVP/ETTVP, the DS1 SALs of each Technology Migration that occurred during the expiring term commitment will not be included in the Annual Review calculations of the renewal term. However, for each Hi-Cap Disconnect that is replaced by a Replacing Service during the renewal term, the Telephone Company will include the number of DS1 SALs for such Technology Migration in the Annual Review calculations in the same manner that such DS1 SALs were included in the expiring term commitment.

(B) The customer remains responsible for satisfying any Minimum Period obligations on the service(s) being disconnected.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.10 Technology Migration (Cont'd)2.10.3 Service Under a DS3 Term Volume Plan

(A) Effect on DS3 TVP Annual Review

In the first Annual Review following a Technology Migration and in all subsequent Annual Reviews until the expiration of the current term commitment, the Telephone Company will include, for each Hi-Cap Disconnect that was replaced by a Replacing Service on or after December 2, 2010, the DS3 SAL(s) for the Hi-Cap Disconnect in the calculation of the average number of DS3 SALs which were actually in service over the preceding twelve (12) months as if such Hi-Cap Disconnect had never occurred. Only those services that satisfy all of the requirements set forth in Section 2.10.5 following will be included in this calculation. The Annual Review process for a DS3 TVP is described in Section 5.6.19(E) following.

Upon renewal of the customer's DS3 TVP, the DS3 SALs of each Technology Migration that occurred during the expiring term commitment will not be included in the Annual Review calculations of the renewal term. However, for each Hi-Cap Disconnect that is replaced by a Replacing Service during the renewal term, the Telephone Company will include the number of DS3 SALs for such Technology Migration in the Annual Review calculations in the same manner that such DS3 SALs were included in the expiring term commitment.

(B) The customer remains responsible for satisfying any Minimum Period obligations on the service(s) being disconnected.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.10 Technology Migration (Cont'd)2.10.4 Service Under a National Discount Plan

(A) Effect on NDP Annual True-Up

In the first Annual True-Up following a Technology Migration and in all subsequent Annual True-Ups until the expiration of the current term commitment, the Telephone Company will include, for each Hi-Cap Disconnect that was replaced by a Replacing Service on or after December 2, 2010, the number of equivalent DS1 CTs and the number of equivalent DS1 CMs for the Hi-Cap Disconnect in the calculation of the average number of equivalent DS1 CTs and equivalent DS1 CMs which were actually in service over the preceding twelve (12) months as if such Hi-Cap Disconnect had never occurred.

Upon renewal of the customer's NDP, the number of equivalent DS1 CTs and the number of equivalent DS1 CMs for each Technology Migration that occurred during the expiring term commitment will not be included in the Annual True-Up calculations of the renewal term. However, for each Hi-Cap Disconnect that is replaced by a Replacing Service during the renewal term, the Telephone Company will include the number of equivalent DS1 CTs and the number of equivalent DS1 CMs for such Technology Migration in the Annual True-Up calculations in the same manner that such equivalent DS1 CTs and equivalent DS1 CMs were included in the expiring term commitment.

Only those services that satisfy all of the requirements set forth in Section 2.10.5 following will be included in this calculation. The Annual True-Up process for an NDP is described in Section 23.1.7 following.

(B) The customer remains responsible for satisfying any Minimum Period obligations on the service(s) being disconnected.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.10 Technology Migration (Cont'd)2.10.5 Requirements for a Technology Migration

In order to qualify for a waiver of liability under Section 2.10.1 preceding for the DS3 Minimum Service Period or to qualify for the annual review calculations under Section 2.10.2 preceding for the DS1 TVP/ETTVP, the annual review calculations under Section 2.10.3 preceding for the DS3 TVP, or the true up calculations under Section 2.10.4 preceding for NDP, all of the following requirements must be satisfied.

(A) Length of Commitment Requirements

If one (1) Hi-Cap Disconnect is replaced with one (1) Replacing Service, the Replacing Service must be purchased with a term commitment equal to or longer than the number of months remaining in the term commitment of the Hi-Cap Disconnect. If the Replacing Service does not offer a term commitment that is equal to or longer than the number of months remaining in the term commitment for the Hi-Cap Disconnect, then the customer must elect the longest term offered for the Replacing Service in order to satisfy this requirement.

Example: The customer disconnects one (1) DS1 in order to replace it with one (1) Replacing Service. Assume that the customer has 24 months remaining on the DS1 term commitment period of 96 months. If the Replacing Service has a term period of at least 24 months, then the customer shall have satisfied this requirement.

If multiple Hi-Cap Disconnects are replaced with one (1) or more Replacing Services, each of the Replacing Services must be purchased with a term commitment equal to or longer than the most number of months remaining on the commitments of any of the Hi-Cap Disconnects. If the Replacing Service(s) does not offer a term commitment that is equal or longer than the most number of months remaining on the commitments of any of the Hi-Cap Disconnects, then the customer must elect the longest term offered for the Replacing Service(s) in order to satisfy this requirement.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.10 Technology Migration (Cont'd)2.10.5 Requirements for a Technology Migration (Cont'd)(A) Length of Commitment Requirements (Cont'd)

Example 1: The customer disconnects two (2) DS1s in order to replace them with one (1) Replacing Service. Assume that the customer has 24 months remaining on a DS1 term commitment period of 5 years and 18 months remaining on a DS1 term commitment period of 3 years. If the Replacing Service has a term period of at least 24 months, then the customer shall have satisfied this requirement.

Example 2: Assume that in Example 1 above, one of the DS1s has seventy (70) months remaining on a DS1 term commitment period of 8 years and that the longest term commitment offered on the Replacing Service is 60 months. The customer would have to elect the 60-month term commitment for its Replacing Service in order to satisfy this requirement.

(B) Bandwidth Requirements

The sum of the bandwidth of the Replacing Service(s) is equal to or greater than the sum of the bandwidth of the Hi-Cap Disconnects.

Example: If a customer disconnects two (2) DS1s in order to replace them with one (1) 10 Mbps Replacing Service, then the customer shall have satisfied this requirement.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.10 Technology Migration (Cont'd)2.10.5 Requirements for a Technology Migration (Cont'd)(C) Revenue Test Requirements

The Technology Migration must satisfy one of the following revenue tests:

(1) MRC Revenue Test

The MRC Revenue Test requires the monthly recurring charges (MRCs) of the Replacing Service(s), counting only those discounted rate elements included in the term plan for the Replacing Service(s), be equal to or greater than the MRCs of the Hi-Cap Disconnect(s), counting only those discounted rate elements included in the term plan for the Hi-Cap Disconnect(s).

For example, assume a customer disconnects its High Capacity Digital DS1 Service (Hi-Cap DS1 Disconnect) in order to replace it with a 100 Mbps Replacing Service. Further assume all of the following:

- the Hi-Cap DS1 Disconnect is provided under a DS1 TVP with a commitment period of 5 years at a rate of \$220.98 per month for the discounted rate elements; and
- the 100 Mbps Replacing Service is provided under a term plan with a 5 year commitment at a rate of \$900.00 per month for the discounted rate elements.

Since the MRC of \$900.00 for the 100 Mbps Replacing Service is greater than the MRC of \$220.98 for the Hi-Cap DS1 Disconnect, the customer shall have satisfied this requirement.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.10 Technology Migration (Cont'd)2.10.5 Requirements for a Technology Migration (Cont'd)(C) Revenue Test Requirements (Cont'd)(2) Overall Value/Revenue Test

The Overall Value/Revenue Test requires the overall value of the Replacing Service(s) be equal to or greater than the overall value of the remaining months of the current term commitment of the Hi-Cap Disconnect(s). The overall value of the Replacing Service(s) is calculated by multiplying the MRCs for the Replacing Service(s), counting only those discounted rate elements included in the term plan for the Replacing Service(s), by the number of months in the term commitment. The overall value of the Hi-Cap Disconnect(s) is calculated by multiplying the MRCs currently in effect for the Hi-Cap Disconnect(s), counting only those discounted rate elements included in the term plan for the Hi-Cap Disconnect(s), by the total remaining months in the current term commitment.

For example, using the same assumptions in the example for the MRC revenue test in (1) preceding, further assume the customer disconnects the High Capacity Digital DS1 Service in month thirty-six (36) of the 5 year commitment period (twenty-four (24) months remaining in the commitment period of the DS1 TVP for the Hi-Cap DS1 Disconnect).

Based on the above, the overall value of the Hi-Cap DS1 Disconnect is \$5,303.52 (\$220.98 x 24 months remaining) and the overall value of the 100 Mbps Replacing Service is \$54,000 (\$900.00 x 60 months). Since the overall value of the 100 Mbps Replacing Service is greater than the overall value of the Hi-Cap DS1 Disconnect, the customer shall have satisfied this requirement.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.10 Technology Migration (Cont'd)2.10.5 Requirements for a Technology Migration (Cont'd)(D) Terminating Location Requirements

Terminating locations include End User locations, Interexchange Carrier locations, and physical or virtual EIS locations pursuant to Section 17 following.

(1) One Hi-Cap Disconnect Replaced by One Replacing Service

The terminating location(s) of the Replacing Service must satisfy one of the following requirements:

- (a) For service provided between two End User locations or two Interexchange Carrier locations, at least one of the locations of the Replacing Service must be the same as one of the locations of the Hi-Cap Disconnect; or
- (b) For service provided between an Interexchange Carrier location or a physical or virtual EIS location and an End User location, one of the locations of the Replacing Service must be the same as the End User location of the Hi-Cap Disconnect.
- (c) For a multiplexed facility provided between an Interexchange Carrier location, a physical or virtual EIS location, or an End User location and a Telephone Company Hub where multiplexing functions are performed, one of the locations of the Replacing Service must be the same as the Interexchange Carrier location, physical or virtual EIS location, or End User location, respectively, of the Hi-Cap Disconnect.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.10 Technology Migration (Cont'd)2.10.5 Requirements for a Technology Migration (Cont'd)(D) Terminating Location Requirements (Cont'd)(2) Multiple Hi-Cap Disconnects Replaced by One or More Replacing Services

When multiple Hi-Cap Disconnects are replaced by one or more Replacing Services, at least one of the locations for each of the Replacing Service must be the same location as each of the End User locations of each of the Hi-Cap Disconnects, except where the locations involved are two (2) Interexchange Carrier locations or two (2) End User locations in which case at least one of the locations for each of the Replacing Service must be the same as one of the Interexchange Carrier locations or End User locations, respectively, of each of the Hi-Cap Disconnects.

Example where both locations are End User locations: The customer has a High Capacity Digital DS1 Service between locations A and B and a High Capacity Digital DS1 Service between locations C and D. The two Replacing Services are between locations B and E and between locations D and F. Since each High Capacity Digital DS1 Service has one location in common with its Replacing Service, this requirement is satisfied.

Example where all locations are End User locations: The customer has three (3) High Capacity Digital DS1 Services between locations A and B, C and D, and E and F. The two Replacing Services are between locations B and X and between locations D and Y. Since the Replacing Services do not have a common location with the High Capacity Digital DS1 Service between locations E and F, this requirement is not satisfied. However, if the customer qualifies for a one-for-one replacement under (D)(1) preceding, this requirement would be satisfied for two of the High Capacity Digital DS1 Services. The High Capacity Digital DS1 Service between locations E and F, for which no common location exists, would not meet the requirements for a Technology Migration.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.10 Technology Migration (Cont'd)2.10.5 Requirements for a Technology Migration (Cont'd)(E) Timing Requirements

The order for each Hi-Cap Disconnect must be completed within three (3) months of the date that the Replacing Service(s) is installed. Failure to disconnect each Hi-Cap Disconnect within three (3) months will result in the customer not satisfying this requirement.

(F) Notification Requirements

Within ten (10) business days of the date the Replacing Service(s) is ordered, the customer must provide the Telephone Company with all of the following:

- (1) the circuit identification number(s) of each Hi-Cap Disconnect;
and
- (2) the circuit identification number(s) of the Replacing Service(s);
and
- (3) the terminating locations of the services involved (including both the Replacing Service(s) and the Hi-Cap Disconnect(s)).

Failure to provide such information within the stated timeframe will result in the customer not satisfying this requirement.

FACILITIES FOR INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.11 Initial Transfer of Assets from Predecessor Company

(N)

The original issuing carriers of this tariff were created by a transfer of assets from an unaffiliated third party. This Section 2.11 governs treatment of customers who, at the time of the transfer of assets from the predecessor company, subscribed to a service offering under this tariff that aggregates the customer's purchases from the Telephone Company to measure compliance with such service offering or participated in an SLA that aggregates the customer's measured transactions.

- (A) When a customer subscribes to a service offering under this tariff that aggregates the customer's purchases from the Telephone Company to measure compliance with such service offering or the customer participates in a SLA that aggregates the customer's measured transactions, and the service offering or SLA includes terms and conditions pertaining to a transfer, the terms and conditions pertaining to a transfer will apply to that service offering or SLA as if the Telephone Company were the predecessor company.
- (B) When customer subscribes to a service offering under this tariff that aggregates the customer's purchases from the Telephone Company to measure compliance with such service offering or the customer participates in a SLA that aggregates the customer's measured transactions, and the service offering or SLA does not include terms and conditions pertaining to a Transfer, Sections 2.9 preceding will apply as if the Telephone Company were the predecessor company.

For example, if a customer subscribed to a service offering with the predecessor company that aggregates the customer's measured transactions, and the transfer of assets resulted in the customer meeting the conditions described in 2.9.1(B) and (C) preceding with respect to the assets transferred to the Telephone Company, the provisions of 2.9.2 preceding will apply with respect to prorating any Minimum Requirements.

(N)