

## ACCESS SERVICE

2. General Regulations2.1 Undertaking of the Telephone Company2.1.1 Scope

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

2.1.2 Limitations

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

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2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.2 Limitations (Cont'd)

(A) (Cont'd)

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

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

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

- (B) The installation, use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

- (C) Subject to compliance with the rules mentioned in (B) preceding, the services offered herein will be provided to customers on a first-come, first-served basis.

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2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.3 Liability

- (A) The Telephone Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of (B) through (H) following, the Telephone Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this tariff as a Credit Allowance for a Service Interruption.
- (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 is not liable for damages to the customer premises resulting from the furnishing of a service, including the installation and removal of equipment and associate wiring, unless the damage is caused by the Telephone Company's negligence. (Z)
- (D) The Telephone Company shall be indemnified, defended and held harmless by the end user against any claims, loss or damage arising from the end user's use of services offered under this tariff involving:

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2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

(D) (Cont'd)

- (1) claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications;
- (2) claims for patent infringement arising from the end user's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or IC or;
- (3) all other claims arising out of any act or omission of the end user in the course of using services provided pursuant to this tariff. (Z)

(E) The Telephone Company shall be indemnified, defended and held harmless by the IC against any claim, loss or damage arising from the IC's use of services offered under this tariff, involving:

- (1) claims for libel, slander, invasion of privacy, or infringement of copyright arising from the IC's own communications;
- (2) claims for patent infringement arising from the IC's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or IC or;
- (3) all other claims arising out of any act or omission of the IC in the course of using services provided pursuant to this tariff. (Z)

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2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

- (F) The Telephone Company does not guarantee or make any warranty with respect to its services 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 such customer's use of services so provided. (Z)
- (G) No license under patents (other than the limited license to use) is granted by the Telephone Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Telephone Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this tariff and will indemnify such customer for any damages awarded based solely on such claims.
- (H) The Telephone Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, government orders, civil commotions, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the Credit Allowance for Service Interruptions as set forth in 2.4.4 following:

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2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.4 Provision of Services

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

2.1.5 Installation and Termination of Services

The Access Services provided under this tariff included Telephone Company communications facilities up to the demarcation point as described in 2.6 following and will be installed by the Telephone Company to such demarcation point.

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2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.5 Installation and Termination of Services (Cont'd)

If the demarcation point is moved subsequent to the original installation, the charges as set forth in 6.7.5 and 7.4.5 following for Switched and Special Access Services, respectively, apply as appropriate. Any addition terminations at the customer's premises beyond such demarcation point are the sole responsibility of the customer.

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2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.6 Maintenance of Services

The services 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 facilities 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.

2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Telephone Company may, where such action is reasonably required in the operation of its business, (A) substitute, change or rearrange any facilities used in providing service under this tariff, including but not limited to, (1) substitution of different metallic facilities, (2) substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities and (3) substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities, (B) change minimum protection criteria, (C) change operating or maintenance characteristics of facilities or (D) change operations or procedures of the Telephone Company. In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as set forth in Sections 6. and 7. following. The 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 of the facility, the Telephone Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Telephone Company will work cooperatively with the customer to determine reasonable notification requirements.

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2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.8 Refusal and Discontinuance of Service

- (A) Unless the provisions of 2.2.1(B) or 2.5.1 following apply, if a customer fails to comply with 2.1.6 preceding or 2.2.2, 2.3.1, 2.3.4, 2.3.5, 2.4 or 6.1.1(E) or if applicable, 2.5.3 and 2.5.4 following, including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on thirty (30) days' written notice by Certified U.S. Mail to the person designated by that customer to receive such notices of noncompliance, refuse additional applications for services and/or refuse to complete any pending orders for service by the non-complying customer at any time thereafter.

If the Telephone Company does not refuse additional applications for service on the date specified in the thirty (30) days' notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service to the non-complying customer without further notice.

- (B) Unless the provisions of 2.2.1(B) or 2.5.1 following apply, if a customer fails to comply with 2.1.6 preceding or 2.2.2, 2.3.1, 2.3.4, 2.3.5, 2.4 or 6.1.1(E) or if applicable, 2.5.3 and 2.5.4 following, including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on thirty (30) days' written notice by Certified U.S. Mail to the person designated by that customer to receive such notices of noncompliance, discontinue the provision of the services to the non-complying customer at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Telephone Company does not discontinue the provision of the services involved on the date specified in the thirty (30) days' notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to discontinue the provision of the services to the non-complying customer without further notice.

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2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.8 Refusal and Discontinuance of Service (Cont'd)

- (C) If the National Exchange Carrier Association, Inc., notifies the Telephone Company that the customer has failed to comply with Section 8 of the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 5 (Lifeline Assistance and Universal Service Fund Charges) including any customer's failure to make payment on the date and times specified therein, the Telephone Company may, on thirty (30) days' written notice to the customer by Certified U.S. Mail, take any of the following actions: (1) refuse additional applications for service, and/or (2) refuse to complete any pending orders for service, and/or (3) discontinue the provision of service to the customer. In the case of discontinuance, all applicable charges, including termination charges, shall become due.
- (D) The Telephone Company may discontinue the provision of service to the customer if it is determined by an inspection of the premises, or such other means as are necessary, that such service, in fact, has been abandoned. All applicable charges, including termination charges, shall become due.
- (E) Whenever the Feature Group D or CST BSA - Option 3 Switched Access Service of a customer is discontinued, as set forth in (B), (C) or (D) preceding, Presubscription Charge Application regulations as specified in Section 13. following shall apply.

2.1.9 Limitation of Use of Metallic Facilities

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

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2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.10 Notification of Service-Affecting Activities

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

2.1.11 Coordination with Respect to Network Contingencies

The Telephone Company intends to work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services, subject to the Restoration Priority requirements of Part 64 of the Commission's Rules.

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2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.12 Provision and Ownership of Telephone Numbers

The Telephone Company reserves the right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Telephone Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. In the case of a change in such numbers(s), the Telephone Company will furnish to the customer six (6) months' notice, by Certified U.S. Mail, of the effective date and an explanation of the reason(s) for such change(s). In the case of emergency conditions, however, e.g., a fire in a wire center, it may be necessary to change a telephone number without six months' notice in order to provide service to the customer.

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

2.2.2 Unlawful Use

The service provided under this tariff shall not be used for an unlawful purpose.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer2.3.1 Damages

The customer shall reimburse the Telephone Company for damages to Telephone Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the customer, or resulting from the customer's improper use of the 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.

2.3.2 Ownership of Facilities

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

(Z)

2.3.3 Equipment Space and Power

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 services under this tariff at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the 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, testing, repairing or removing Telephone Company services.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.4 Availability for Testing

The services 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 services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such test and adjustments.

2.3.5 Balance

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

2.3.6 Design of Customer Services

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

2.3.7 References to the Telephone Company

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

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2. General Regulations(Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.8 Claims and Demands for Damages

- (A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the customer.
- (B) The customer shall defend, indemnify and save harmless the Telephone Company from and against suits, claims, losses or damages including punitive damages, attorneys' fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Telephone Company's services 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 services 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 tortious conduct of the customer, its officers, agents or employees.
- (C) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorneys' fees and court costs by the customer or third parties arising out of any act or omission of the customer in the course of using services provided under this tariff.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.9 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.

2.3.10 Jurisdictional Report Requirements(A) Usage Rated Services

For purposes of billing Switched Access Service usage rates, the customer shall provide the information set forth in (1), (2) or (3) following.

## (1)

- (a) When the customer orders Feature Group A, Feature Group B, CSL BSA or CST BSA - Option 1 or 4 Switched Access Service for both interstate and intrastate use, the projected interstate percentage of use must be provided in a whole number to the Telephone Company. The Telephone Company will designate the number obtained by subtracting the projected interstate percentage of use from 100 ( $100 - \text{projected interstate percentage} = \text{intrastate percentage}$ ) as the projected intrastate percentage of use.
- (b) For purposes of developing the projected interstate percentage, the customer shall consider every call that enters the customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the customer's network at a point in a state different from the state in which the called station is located to be interstate.
- (c) These whole number percentages will be used by the Telephone Company to apportion the use, rates and/or nonrecurring charges between interstate and intrastate until a revised report is received as set forth in (C) following.

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2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements (Cont'd)

(A) Usage Rated Services (Cont'd)

- (2) The projected interstate percentage of use as set forth in (1) preceding will be used to determine the charges as follows:

The number of access minutes for a group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes for the group to determine the intrastate access minutes (i.e., number of access minutes - interstate access minutes = intrastate access minutes). The interstate access minutes for the group will be billed as set forth in Section 6. following.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.10 Jurisdictional Report Requirements (Cont'd)(A) Usage Rated Services (Cont'd)

- (3) For Feature Group C, Feature Group D, or CST BSA - Option 2 or 3 Switched Access Service(s), the Telephone Company, where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. For originating access minutes, the projected interstate percentage will be developed on a monthly basis by end office when the Feature Group C, Feature Group D, or CST BSA - Option 2 or 3 Switched Access Service access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes, the data used by the Telephone Company to develop the projected interstate percentage for originating access minutes will be used to develop projected interstate percentage for such terminating access minutes. When a customer orders Feature Group C, D, or CST BSA - Option 2 or 3 Switched Access Service, the customer shall supply projected interstate percentage of use for each end office involved to be used in the event that originating call details are insufficient to determine the jurisdiction for the call. This percentage shall be used by the Telephone Company as the projected interstate percentage for such call detail. For purposes of developing the projected interstate percentage, the customer shall utilize the same considerations as those set forth in (1)(b) preceding. The Telephone Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 ( $100 - \text{projected interstate percentage} = \text{intrastate percentage}$ ) as the projected intrastate percentage of use.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.10 Jurisdictional Report Requirements (Cont'd)(A) Usage Rated Services (Cont'd)

- (4) When a customer orders Directory Assistance Service, the customer, shall, in its order, provide the projected interstate percentage for terminating use in a whole number (a number of 0 through 100) for each Directory Access Service group ordered. (A method the customer may wish to adopt could be to use its terminating traffic from its premises to the involved Directory Assistance Location and calculate the projected interstate percentage as set forth in (3) preceding.) The Telephone Company will designate the number obtained by subtracting the projected interstate percentage furnished by the customer from 100 (100 - customer percentage = intrastate percentage) as the projected intrastate percentage of use. (Z)
- (5) When a customer orders Inward Operator Services, the customer shall, in its order, provide the projected interstate percentage for terminating use in a whole number (a number of 0 through 100) for each Inward Operator Services group ordered. The Telephone Company will designate the number obtained by subtracting the projected interstate percentage furnished by the customer from 100 (100 - customer percentage = intrastate percentage) as the projected intrastate percentage of use.
- (6) When a customer orders LIDB Access Service, the customer shall, in its order, provide the projected interstate percentage of use in a whole number (a number of 0 through 100). The Telephone Company will designate the number obtained by subtracting the projected interstate percentage furnished by the customer from 100 (100 - customer percentage = intrastate percentage) as the projected intrastate percentage of use. (Z)

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.10 Jurisdictional Report Requirements (Cont'd)(A) Usage Rated Services (Cont'd)

- (7) When a customer orders Common Channel Signaling Access (CCSA), the customer shall state in its order the projected interstate percentage of use in a whole number (a number of 0 through 100). The Telephone Company will designate the number obtained by subtracting the projected interstate percentage furnished by the customer from 100 as the projected intrastate percentage of use.
- (8) When a customer orders Billing Name and Address Service, the customer shall state in its order the projected interstate percentage of use in a whole number (a number of 0 through 100). The Telephone Company will designate the number obtained by subtracting the projected interstate percentage furnished by the customer from 100 as the projected intrastate percentage of use. (Z)  
This whole number percentage will be used by the Telephone Company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the Telephone Company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth in (C) following.
- (9) In order to provide credit for the Local Switching and/or CCL charges for interstate traffic which originates or terminates at RTU Services, the following applies. Where the Telephone Company specific usage data is not available to identify the interstate traffic which originates or terminates at RTU Services, the customer will provide recorded minutes of use (MOU) to the Telephone Company each month. This information shall be delivered to the Telephone Company, at a location specified by the Telephone Company in a timely manner. If the required information is not received by the Telephone Company, the previously reported information, as described preceding, will be used for the next two months or until the customer furnishes such information to the Telephone Company, whichever occurs first. For any subsequent month, no allocation or credit will be made until the required documentation is delivered to the Telephone Company by the customer. (Z)

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.10 Jurisdictional Report Requirements (Cont'd)(A) Usage Rated Services (Cont'd)

## (9) (Cont'd)

In the event that actual recorded RTU interstate MOU are unavailable, the customer shall provide a projected RTU percentage of interstate use (not subject to Local Switching and/or CCL) in a whole number (a number 0 through 100). The Telephone Company will subtract the projected RTU interstate percentage for originating and terminating access minutes from 100 (100 - projected RTU interstate percentage = non RTU interstate percentage subject to CCL and Local Switching).

(Z)

(B) Switched Access Service Entrance Facilities and Direct Trunked Transport Facilities

In addition to the report requirements set forth in (A)(1), (2) and (3) preceding, the customer must provide an interstate percentage of use in a whole number for each Entrance Facility and a separate interstate percentage of use in a whole number for each separately ordered and provided Direct Trunked Transport facility. In the event that the customer orders an Entrance Facility and Direct Trunked Transport as one physical facility, only one interstate percentage of use must be provided. At the customer's option, the interstate percentage of use for Entrance Facilities and/or Direct Trunked Transport facilities may be provided in a whole number(s) on a LATA basis. The interstate percentage of use for the LATA must be provided for each Entrance Facility and/or Direct Trunked Transport facility when the customer places the order for service. These interstate percentages of use will be used in determining the monthly rates to be applied for the facilities as set forth in 2.3.11(A) following.

(Z)

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## ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.10 Jurisdictional Report Requirements (Cont'd)(C) Report Updates

- (1) Effective on the first of January, April, July and October of each year, the customer may update the jurisdictional reports that require a projected interstate or RTU interstate percentage. The customer shall forward to the Telephone Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in (3) preceding where jurisdiction can be determined from the call detail, or for BNA Service, where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August and November) for that service. No prorating or back billing will be done based on the report. If the customer does not supply the report, the Telephone Company will assume the percentage to be the same as that

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## ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.10 Jurisdictional Report Requirements (Cont'd)(C) Report Updates (Cont'd)

- (1) (Cont'd)  
provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the Telephone Company will assume the percentage to be the same as that provided in the order for service as set forth in (A) (1), (3), (4), (5), (6), (7), (8), (9) and (B) preceding.
- (2) The customer reported projected interstate percentage of use as set forth in (A)(3) preceding will be used for the apportionment of rates or nonrecurring charges associated with Feature Group C, Feature Group D, or CST BSA - Option 2 or 3 Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Telephone Company based on the data used to develop the projected interstate percentage of use as set forth in (A) (3) preceding. Where call detail is insufficient to make such a determination, the customer reported projected interstate percentage of use as set forth in (1) preceding will be used by the Telephone Company for apportionment.

(D) Mixed Use Special Access Services

A Mixed Use Special Access Service is a Special Access Service (line) which carries both intrastate and interstate traffic.

- (1) When the customer orders a Mixed Use Special Access Service (line) which is entirely or partially physically intrastate, the customer must certify to the Telephone Company whether the physically intrastate portion of the service (line) is considered to be jurisdictionally intrastate or jurisdictionally interstate as follows:
- (a) If the customer estimates that the interstate Special Access traffic on the service (line) involved constitutes ten percent or less of the total traffic on the service (line), the service (line) is considered to be jurisdictionally intrastate and will be provided in accordance with the applicable rates and regulations of the appropriate intrastate tariff.

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## ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.10 Jurisdictional Report Requirements (Cont'd)(D) Mixed Use Special Access Services (Cont'd)

## (1) (Cont'd)

- (b) If the customer estimates that the interstate Special Access traffic on the service (line) involved constitutes more than ten percent of the total traffic on the service (line), the service (line) is considered to be jurisdictionally interstate and will be provided in accordance with the applicable rates and regulations in this tariff.

- (2) The customer may, at any time, update the jurisdictional report. The customer shall forward to the Telephone Company a revised report showing any change in jurisdiction. The revised report will serve as the basis for future billing and will be effective on the next business day following the receipt of the revised report. No back billing will be done based on the report.

- (3) Existing customers of Special Access Services (lines) as of the implementation date of the Decision and Order in CC Docket Nos. 78-72 and 80-286, adopted June 29, 1989 and released July 20, 1989, i.e., May 15, 1990, are required to certify the jurisdiction of their services (lines).

(E) Mixed Use of an Expanded Interconnection Multiplexing Node or Virtual Collocation Arrangement

(Z)

Mixed Use of an Expanded Interconnection multiplexing node or virtual collocation arrangement occurs when a customer interconnects to both intrastate and interstate services provided by the Telephone Company, in accordance with the regulations specified in this tariff and in the Telephone Company's intrastate tariffs, to their multiplexing node or virtual collocation arrangement.

- (1) When the customer orders Expanded Interconnection, the projected interstate percentage of use must be provided in a whole number to the Telephone Company. The Telephone Company will designate as the projected intrastate percentage of use the number obtained by subtracting the projected interstate percentage of use from 100 (100 - projected interstate percentage = intrastate percentage).

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## ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.10 Jurisdictional Report Requirements (Cont'd)

(E) Mixed Use of an Expanded Interconnection Multiplexing Node or Virtual Collocation Arrangement (Cont'd) (Z)

(2) For purposes of developing the projected interstate percentage of use for the multiplexing node or virtual collocation arrangement, the customer shall determine:

(a) the number of intrastate services and interstate services that will be ordered or will be in operation on the date the customer takes occupancy of the multiplexing node or virtual collocation arrangement. For Special Access Services, the customer must determine the jurisdiction of the channel as described in 2.3.10 (D) preceding. For Switched Access Services, the customer must determine the jurisdiction of the service as described in 2.3.10(A) and (B) preceding.

If no services will be in operation or ordered at the time the customer takes occupancy of the multiplexing node or virtual collocation arrangement, the customer must estimate the number of intrastate services and interstate services expected to be operational within the first three months of occupancy. (Z)

(b) the voice grade equivalent of such services (e.g., the voice grade equivalent of 100% capacity of a 1.544 Mbps service or Switched Access DS1 Entrance Facility equals 24. The voice grade equivalent at 100% capacity of a 44.736 Mbps service or Switched Access DS3 Entrance Facility is 672).

Since Switched Access Service jurisdiction is reported using the Percentage of Interstate Use (PIU) method, a Switched Access DS1 Entrance Facility could have a PIU of 75. To determine the number of Voice Grade equivalents for the Switched Access DS1 Entrance Facility, multiply the total capacity of the DS1 Entrance Facility by the reported Switched Access Service PIU, then subtract the result from the total DS1 Entrance Facility capacity to obtain the number of intrastate services. (Z)  
(Z)

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## ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.10 Jurisdictional Report Requirements (Cont'd)(E) Mixed Use of an Expanded Interconnection Multiplexing Node or Virtual Collocation Arrangement (Cont'd) (Z)(2) (Cont'd)  
(b) (Cont'd)Example: Customer orders one (1) DS1 Entrance Facility  
Reports Switched Access Service PIU as 75%

Multiply:	24	Total Capacity at 100% for DS1 Entrance Facility	
By	.75	Switched Access Service PIU	(Z)
Result	17.80	Total Interstate VGEs at 100% capacity	
Round Up	18	Total Interstate VGEs at 100% capacity	
Subtract	18	Total Interstate VGEs at 100% capacity	
From	24	Total Capacity at 100% for DS1 Entrance Facility	
Diff	6	Total Intrastate VGEs	

(c) divide the total number of interstate voice grade equivalents by the total of intrastate and interstate voice grade equivalents connected to the multiplexing node or virtual collocation arrangement. The result is the percentage of interstate use for the multiplexing node or virtual collocation arrangement.

Example: Operational Interstate service =

3 DS3s,	VGE = 672 x 3 = 2016
4 DS1s,	VGE = 24 x 4 = 96
1 DS1 Ent Fac.	= 18

Operational Intrastate service =

2 DS3s,	VGE = 672 x 2 = 1344
2 DS1s,	VGE = 24 x 2 = 48
1 DS1 Ent Fac.	= 6

Total Interstate and Intrastate VGEs=

2016 + 96 + 18 + 1344 + 48 + 6 = 3528 (Z)

Total Interstate VGE = (Z)

2016 + 96 + 18 = 2130

Divide 2130 (Total Interstate VGE)

By 3528 (Total Inter &amp; Intrastate VGE)

Result 60% or Percent Interstate Use of  
Multiplexing Node or virtual  
collocation arrangement

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## ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.10 Jurisdictional Report Requirements (Cont'd)

- (E) Mixed Use of an Expanded Interconnection Multiplexing Node or Virtual Collocation Arrangement (Cont'd) (Z)
- (3) When the customer estimates the number of services that will be operational in the multiplexing node or virtual collocation arrangement for the first 3 months of occupancy, the customer must submit to the Telephone Company the actual percentage of interstate use, based on operational services in use in the multiplexing node or virtual collocation arrangement by the first business day of the fourth month of occupancy.
- (4) These whole number percentages will be used by the Telephone Company to apportion the monthly rates or, for the initial establishment and on an ongoing basis, nonrecurring charges for the multiplexing node or virtual collocation arrangement between interstate and intrastate until a revised report is received as set forth in (5) following.
- (5) Effective on the first of January, April, July and October of each year, the customer may update the jurisdictional reports for Expanded Interconnection. The customer shall forward to the Telephone Company, to be received no later than 20 calendar day after the first of each such month, a revised report showing the interstate percentage of use for the following three months. The revised report will serve as the basis for future billing and will be effective on the next business day following the receipt of the revised report. No back billing will be done based on the report. If the customer does not supply the report, the Telephone Company will assume the percentage to be the same as that provided in the last quarterly report. (Z)

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## ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.10 Jurisdictional Report Requirements (Cont'd)

## (F) Jurisdictional Report Verification (Z)

## (1) Switched Access Service (Z)

The customer shall keep sufficient detail from which the percentage of interstate use and/or the percentage of RTU interstate use can be ascertained and upon request of the Telephone Company make the records available for inspection. Such a request will be initiated by the Telephone Company no more than once per year. The customer shall supply the data within 30 calendar days of the Telephone Company request. (Z)

(2) Mixed use Special Access Service and Mixed Use of an Expanded Interconnection Multiplexing Node or Virtual Collocation Arrangement

In the event a dispute occurs concerning the appropriate jurisdiction, the customer shall furnish the Telephone Company the records used to make the determination of the jurisdiction. The customer shall supply the data within 30 calendar days of the Telephone Company request. (Z)

2.3.11 Determination of Interstate Charges for Mixed Interstate and Intrastate Usage Rated Services or Mixed Use of an Expanded Interconnection Multiplexing Node or Virtual Collocation Arrangement

When mixed interstate and intrastate usage rated services or Expanded Interconnection are provided, all charges (i.e., nonrecurring, usage and/or monthly) including optional features and BSE charges, will be prorated between interstate and intrastate. The percentages as set forth in 2.3.10(A), (B), (C) for Switched Access Service, or 2.3.10(E) preceding for Expanded Interconnection will serve as the basis for prorating the charges. The percentage of service to be charged as interstate is applied in the following manner:

(A) For monthly and nonrecurring chargeable rate elements, multiply the interstate percent times the quantity of chargeable elements times the stated tariff rate per element.

(B) For usage sensitive (i.e., access minutes and calls) chargeable rate elements, multiply the percent interstate use times actual use (i.e., measured or Telephone Company assumed average use) times the stated tariff rate. (Z)

The interstate percentage will change as revised usage reports are submitted or a revised percentage is calculated as set forth in 2.3.10 (C) preceding.

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## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances2.4.1 Payment of Rates, Charges and Deposits

- (A) The Telephone Company will, in order to safeguard its interests, require only 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 a service to the customer to be held by the Telephone Company as a guarantee of the payment of rates and charges. No such deposit will be required of a customer which is a successor of a company which has established credit and has no history of late payments to the Telephone Company. Such deposit may not

exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the customer from complying with the Telephone Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded. Such a deposit will be refunded or credited to the customer's account when the customer has established credit or, in any event, after the customer has established a one year prompt payment record at any time prior to the termination of the provision of the service to the customer. In the case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive interest at the same percentage rate as that set forth in (B) (3)(b)(i) or in (B) (3)(b)(ii), whichever is lower. The interest rate will be applied for the number of days from the date the customer deposit is received by the Telephone Company to and including the date such deposit is credited to the customer's account or the date the deposit is refunded by the Telephone Company. Should a deposit be credited to the customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the customer's account.

(Z)

(Z)

(Z)

(Z)

(Z)

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

- (B) The Telephone Company shall bill on a current basis all charges incurred by and credits due to the customer under this tariff attributable to services established, discontinued, or performed during the preceding billing period.

In addition, the Telephone Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage, charges for the Federal Government and, in the New England Telephone and Telegraph Company operating territory, End User charges billed to an end user, which will be billed in arrears.

Except for Expanded Interconnection, at the option of the customer, all nonrecurring charges associated with a Standard or Negotiated Interval Access Order, may be billed over a three month period in monthly installments subject to the following:

- All nonrecurring charges associated with given Access Order must be billed in monthly installments.

- 50% of the total nonrecurring charges will be billed in the first monthly billing period after the charges are incurred, and 25% of the total nonrecurring charges plus a Service Charge will be billed in each of the following two monthly billing periods.

(Z)

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## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

The Service Charge, for all services except Expanded Interconnection, is a fraction of the total remaining nonrecurring charges. The Service Charge is calculated as follows:

Service Charge	=	30 x decimal value set forth in B)(3)(b)(ii) following	x	Total Remaining Nonrecurring Charges
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For Expanded Interconnection, the customer has the option of selecting the following installment billing plans: (T)  
(T)

- the Expanded Interconnection Rearrangement Charge may be billed over a twelve month period in twelve monthly installments. (T)
- the Expanded Interconnection Nonrecurring Charges as set forth in Section 31.28.1(C) and 31.28.2(L) for physical Expanded Interconnection and virtual Expanded Interconnection, respectively, may be billed over a twelve month period in twelve monthly installments. (N)  
|  
(N)

The customer must request installment billing on or before the Application Date as set forth in 5.2.3(B)(4)(b) following for a Standard or Negotiated Interval Access Order or with its application to establish, or augment, an Expanded Interconnection arrangement, as applicable. (C)  
(C)  
(C)

The customer may elect to pay the unbilled charges before the expiration of the installment plan.

More than one installment plan may be in effect for the same customer at the same time.

If the customer disconnects service before the expiration of the plan period, all unbilled charges plus a Service Charge, if applicable, will be included in the final bill rendered.

The bill day (i.e., the billing date of a bill for a customer for Access Service under this tariff), the period of service each bill covers and the payment date will be as follows:

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## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

## (B) (Cont'd)

- (1) For End User Access Service and Presubscription, the Telephone Company will establish a bill day each month for each end user account.

Presubscribed Interexchange Carrier Charges (PICCs), as set forth in 31.4 following, will be billed on a monthly basis. The Telephone Company will update its PICC information on the first Saturday of each month. No prorating will be done in connection with PICC billing. (Z)

In the New England Telephone operating territory, the bill will cover End User Access Service, as set forth 31.4 following, and Presubscription charges, as set forth in 31.13 following, for the preceding billing period. Any applicable Presubscription Charges, any known unbilled charges for prior periods and any known unbilled adjustments for prior periods for End User Access Service and Presubscription will be applied to this bill. Such bills are due when rendered. (Z)

In the New York Telephone Company operating territory the bill will cover End User Access Service charges, as set forth in 31.4 following, for the ensuing billing period except for End User Access Service for the Federal Government which will be billed in arrears. Any applicable Presubscription Charges, any known unbilled charges for prior periods and any known unbilled adjustments for prior periods for End User Access Service and Presubscription will be applied to this bill. Such bills are due when rendered. (Z)

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## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

- (2) For Service other than End User Access Service and Presubscription, the Telephone Company will establish a bill day each month for each customer account. The bill will cover nonusage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled nonusage sensitive charges for prior periods and unbilled usage charges for the period beginning with the last bill day and extending up to, but not including, the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due as set forth in (3) following. If payment is not received by the payment date, as set forth in (3) following in immediately available funds, a late payment penalty will apply as set forth in (3) following.

(3)

- (a) All bills dated as set forth in (2) preceding for service provided to the customer by the Telephone Company, are due 31 days (payment due date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date) whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment due date would cause payment to be due on a Saturday Sunday or Legal Holiday, payment for such bills will be due from the customer as follows:

If such payment due date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Legal Holiday. If such payment due date falls on a Saturday or Legal Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday preceding such Saturday or Legal Holiday.

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## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3)

- (b) Further, if any portion of the payment is received by the Telephone Company after the payment due date as set forth in (a) preceding, or if any portion of the payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, then a late payment penalty shall be due to the Telephone Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be the lesser of: (Z)
- (i) the highest interest rate (in decimal value) which may be levied by law for commercial transactions for the number of days from the payment due date to and including the date that the customer actually makes the payment to the Telephone Company, or (Z)
- (ii) 0.0005 per day for the number of days from the payment due date to and including the date that the customer actually makes the payment to the Telephone Company. (Z)

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## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3) (Cont'd)

(c) In event that a billing dispute occurs concerning any charges billed to the customer by the Telephone Company the following regulations will apply.

- The first day of the dispute shall be the date on which the customer furnishes the Telephone Company the account number under which the bill has been rendered, the date of the bill and the specific items on the bill being disputed.

- The date of resolution shall be the date on which the Telephone Company completes its investigation of the dispute, notifies the customer of the disposition and, in the billing dispute is resolved in favor of the customer, applies the credit for the amount of the dispute resolved in the customer's favor to the customer's bill, including the disputed amount penalty credit and/or the late payment penalty credit, as appropriate. (Z)

- If a billing dispute is resolved in favor of the Telephone Company, any payments withheld pending resolution of the dispute shall be subject to the late payment penalty as set forth in (b) preceding. Further, the customer will not receive a disputed amount penalty credit and/or a late payment penalty credit. (Z)  
(Z)

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## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3) (Cont'd)

(c) (Cont'd)

- If a customer disputes a bill within three months of the payment date and pays the total billed amount on or before the payment date, and the billing dispute is resolved in favor of the customer, the customer will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of payment and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth following.

- If a customer disputes a bill within three months of the payment date and pays the total billed amount after the payment date and the billing dispute is resolved in favor of the customer, the customer will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of payment and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth following. In addition, the late payment penalty applied to the disputed amount resolved in the customer's favor as set forth in (b) preceding will be credited.

- If a customer disputes a bill within three months of the payment date and does not pay the disputed amount or does not pay the billed amount (i.e., the nondisputed and disputed amount), and the billing dispute is resolved in favor of the customer, the customer will not receive a credit for a disputed amount penalty from the Telephone Company. The late payment penalty applied to the disputed amount resolved in the customer's favor as set forth in (b) preceding will be credited.

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## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3) (Cont'd)

(c) (Cont'd)

- If a customer disputes a bill within three months of the payment date and pays the total billed amount on or before the dispute date or after the dispute date but prior to the date of resolution, and the billing dispute is resolved in favor of the customer, the customer will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of dispute (if the payment was received before or on the dispute date) or the date of payment (if the payment was received after the dispute date) and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth following. The customer will not receive a credit for the late payment penalty applied to the disputed amount resolved in the customer's favor if the payment was received on or before the dispute date. If the payment was received after the dispute date but prior to the date of resolution, the customer will receive a credit for a late payment penalty applied to the disputed amount resolved in the customer's favor times a late payment penalty factor for the period starting with the date of dispute and ending on the date of payment. The penalty factor shall be set forth in (b) preceding.

(Z)

(Z)

(Z)

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3) (Cont'd)

(c) (Cont'd)

- If a customer disputes a bill after three months from the payment date and does not pay the disputed amount or does not pay the billed amount (i.e., the nondisputed amount and disputed amount) and the billing dispute is resolved in favor of the customer, the customer will not receive a credit for a disputed amount penalty from the Telephone Company. The customer will receive a credit for the late payment penalty applied to the disputed amount resolved in the customer's favor times a late payment penalty factor for the period starting with the date of dispute and ending on the date of resolution. The penalty factor shall be set forth in (b) preceding.

(Z)

The disputed amount penalty shall be the disputed amount resolved in the customer's favor times a penalty factor. The penalty factor shall be the lesser of:

- the highest interest rate (in decimal value) which may be levied by law for commercial transactions for the number of days from the first date to and including the last date of the period involved, or

- 0.0005 per day for the number of days from the first date to and including the last date of the period involved.

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## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

- (C) Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or major fraction 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.
- (D) When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- (E) When more than one copy of a customer bill for services provided under the provisions of this tariff is furnished to the customer, an additional charge applies for each additional copy of the bill as set forth in 31.13 following.

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## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.2 Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is three months except for those services set forth in 4.5.1, 5.2.5(B), 7.4.4, 9.4.1, 17.1.2(F) and 31.13.6 following.

(C)

The minimum period for which service is provided and for which rates and charges are applicable for a Specialized Service or Arrangement provided on an individual case basis as set forth in Section 12. and 18. following, is three months unless a different minimum period is established with the individual case filing.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not. The applicable charge will be the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period plus all applicable nonrecurring charges.

2.4.3 Cancellation of an Order for Service

Provisions for the cancellation of an Access Order for Switched Access, Special Access, Packet Switching Access or NYNEX Electronic White Pages Service are set forth in 5.2.2(B) and 5.2.3 following.

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## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.4 Credit Allowance for Service Interruptions(A) General

A service is interrupted when it becomes unusable to the customer, e.g. the customer is unable to transmit or receive, because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by the Telephone Company result in the complete loss of service by the customer as set forth in 6.5.1 following. Except when NYNEX Enterprise Service is provided, an interruption period starts when an inoperative service is reported to the Telephone Company and ends when the service is operative. For NYNEX Enterprise Service, an interruption period starts when the Company's Network detects that the service is inoperative and, if required, the customer releases the circuit for repair, or when the customer reports to the Telephone Company that the service is inoperative. The interruption period ends when the service is operative.

The Telephone Company will initiate a trouble ticket on all service outages reported by the customer or, in the case of NYNEX Enterprise Services, detected by the Company's Network; identify the cause; and apply the corresponding trouble code. Based on the trouble code assigned, credit shall apply as set forth in (B) following.

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## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.4 Credit Allowance for Service Interruptions(B) When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the customer, shall be as follows:

- (1) For Packet Switching Access Service, NES FDDI Service, NYNEX Enterprise Network Reconfiguration Service, Special Access Services other than Program Audio and Video Services, and Switched Access Service Entrance Facilities and Direct Trunked Transport facilities, no credit shall be allowed for an interruption of less than 30 minutes. The customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or major fraction thereof, i.e., over 15 minutes, that the interruption continues for all services except as specified in 2.4.4(B)(7) following. (C)  
(C)

The monthly charges used to determine the credit shall be as follows.

(D)

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2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.4 Credit Allowance for Service Interruptions (Cont'd)(B) When a Credit Allowance Applies (Cont'd)

## (1) (Cont'd)

- (a) For two-point services, the monthly charge shall be the total of all the monthly rate element charges associated with the service (i.e., two channel terminations, channel mileage and optional features and functions).
- (b) For multipoint services and Special Access Service associated with Network Reconfiguration Service, the monthly charge shall be only the total of all the monthly rate element charges associated with that portion of the service that is inoperative (i.e., a channel termination per customer premises, channel mileage and optional features and functions).
- (c) For multiplexed services, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service that is inoperative. When the facility which is multiplexed or the multiplexer itself is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with the service (i.e., the channel termination, channel mileage and optional features and functions, including the multiplexer, on the facility to the Hub and the channel terminations, channel mileages and optional features and functions on the individual services from the Hub). When the service which rides a channel of the multiplexed facility is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service from the Hub to a customer premises (i.e., channel termination, channel mileage and optional features and functions).

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2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.4 Credit Allowance for Service Interruptions (Cont'd)(B) When a Credit Allowance Applies (Cont'd)

## (1) (Cont'd)

- (d) For Packet Switching Access Services, the monthly charge shall be the total of all monthly rate element charges associated with the service (i.e. applicable port and optional feature charges).
- (e) For Network Reconfiguration Service, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service that is inoperative. Specifically, when the Network Controller is inoperative, the monthly charge shall be the applicable Network Controller Access Termination monthly rate element. When a digital cross-connect system is inoperative, the monthly charge shall be the applicable Network Access Ports monthly rate elements.
- (f) For Switched Access Service Entrance Facilities and Direct Trunked Transport Facilities, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service that is inoperative, (e.g., if the Entrance Facility is inoperative, the customer will be credited at the appropriate monthly rate for the Entrance Facility and any Direct Trunked Transport provided over the inoperative Entrance Facility).

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(D)

- (2) For Program Audio and Broadcast Video Special Access Services, no credit shall be allowed for an interruption of less than 30 seconds. The customer shall be credited for an interruption of 30 seconds or more as follows:
  - (a) For two-point services, when monthly rates are applicable, the credit shall be at the rate of 1/8640 of the monthly charges for the service for each period of 5 minutes or fraction thereof that the interruption continues.
  - (b) For two-point services, when daily rates are applicable, the credit shall be at the rate of 1/288 of the daily charges for the service for each period of 5 minutes or fraction thereof that the interruption continues.

(D)

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2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.4 Credit Allowance for Service Interruptions (Cont'd)(B) When a Credit Allowance Applies (Cont'd)

## (2) (Cont'd)

- (c) For multipoint services, when monthly rates are applicable, the credit shall be at the rate of 1/8640 of the monthly charges for all channel terminations, channel mileages and optional features and functions that are inoperative for each period of 5 minutes or fraction thereof that the interruption continues.
- (d) For multipoint services, when daily rates are applicable, the credit shall be at the daily rate of 1/288 of the daily charges for all channel terminations, channel mileages and optional features and functions that are inoperative for each period of 5 minutes or fraction thereof that the interruption continues.
- (e) For multipoint services, the credit for the monthly or daily charges includes the charges for the distribution amplifier only when the distribution amplifier is inoperative.
- (f) When two or more interruptions occur during a period of 5 consecutive minutes, such multiple interruptions shall be considered as one interruption.

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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

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## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.4 Credit Allowance for Service Interruptions (Cont'd)(B) When a Credit Allowance Applies (Cont'd)

- (3) For Switched Access Service and Directory Assistance Service, other than Entrance Facilities and Direct Trunked Transport, no credit shall be allowed for an interruption of less than 24 hours. The customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of the sum of (a) any applicable monthly rates and (b) the assumed minutes of use charge, when applicable for the service involved, for each period of 24 hours or major fraction thereof that the interruption continues.
- (4) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the sum of (a) any applicable monthly rate or (b) the assumed minutes of use charge, whichever is applicable for the service involved, for the service interrupted in any one monthly billing period.
- (5) For certain Special Access Services (Wideband Data, Digital Data, DIGIPATH digital service II and High Capacity), any period during which the error performance is below that specified for the service will be considered as an interruption.
- (6) Service interruptions for Specialized Service or Arrangements provided under the provisions of Sections 10. or 12. following shall be administered in the same manner as those set forth in this sections (2.4.4) unless other regulations are specified with the individual case filing.

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## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.4 Credit Allowance for Service Interruptions (Cont'd)(B) When a Credit Allowance Applies (Cont'd)

- (7) Under NYNEX PERFORMANCE PLUS, Special Access High Capacity 1.544 and 44.736 Mbps, IntelliLight® Dedicated SONET Ring, Intellilight Shared Assurance Network, Intellilight Dedicated SONET Ring, Enterprise SONET Service, NES Services, except for NES FDDI Service, are guaranteed service restoral within one minute in the event of a service failure except as specified in 2.4.4(C) following. If this commitment is not met, a credit allowance of 100% of the monthly rate for the applicable rate elements of the affected service(s) will apply. Only one such credit is allowed in a single month's billing period. Credits for 44.736 Mbps channel terminations will be based upon the rate effective and rate band applicable to the customer at the time of service failure.
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For services provided as part of a Shared Use Arrangement or provided under a Service Discount Plan, the same reduction or discount percentage will be applied to the credit allowance(s) specified above. For instance, if a DS1 Service is under a 24 month plan and is subject to a 5% discount, the applicable DS1 credit(s) listed above for a service interruption will also be subject to a 5% discount; or if a DS1 Service is being reduced by 1/24th as a result of a Shared Use Arrangement, the applicable DS1 credit(s) listed above for a service interruption will also be reduced by 1/24th.

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## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.4 Credit Allowance for Service Interruptions (Cont'd)(B) When a Credit Allowance Applies (Cont'd)

- (8) Metallic, Telegraph Grade, Digital Data, Voice Grade and DDS II service interruptions under 5 hours will be subject to the regulations described in 2.4.4(B)(1). Metallic, Telegraph Grade, Voice Grade, Digital Data, and DDS II Services are guaranteed service restoral within 5 hours in the event of a failure except as specified in 2.4.4(C) following.

Under a new Service Guarantee, service interruptions that are 5 or more hours will be subject to either the 1/1440 credit regulations described in 2.4.4(B)(1) or the following credit allowances, whichever allowance is greater.

For Metallic, Telegraph, Digital Data, Voice Grade and DDS II services, the total credit for the interrupted service in any given month may not exceed the total monthly charge for the service.

## CREDIT ALLOWANCE

## ALL STATES

Metallic	\$ 5.00
Telegraph Grade	5.00
Voice Grade	10.00
Digital Data	5.00
DDS II	50.00

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Regulations on this page formerly appeared on 1<sup>st</sup> Revised Page 2-49 and 1<sup>st</sup> Revised Page 2-81.

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2. General Regulations (Cont'd)

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- 2. General Regulations (Cont'd)
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(B) When A Credit Allowance Applies (Cont'd)

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