

ACCESS SERVICE

1. Application of Tariff

- 1.1 This tariff contains regulations, rates and charges applicable to the provision of Carrier Common Line, End User Access, Switched Access, Special Access, Lifeline Assistance, Universal Service Fund and other miscellaneous services, hereinafter referred to collectively as service(s). These services are provided to customers by the Issuing Carriers of this tariff, hereinafter the Telephone Company. This tariff also contains Access Ordering regulations and charges that are applicable when these services are ordered or modified by the customer.

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- 1.2 The provision of such services by the Telephone Company as set forth in this tariff does not constitute a joint undertaking with the customer for the furnishing of any service.

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ACCESS SERVICE**2. General Regulations****2.1 Undertaking of the Telephone Company****2.1.1 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 service 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.
- (F) The Telephone Company provides only those services that are contained in this tariff that the Telephone Company is technically capable of providing.

2.1.2 Limitations**(A) Assignment or Transfer of Services**

The customer may assign or transfer the use of services provided under this tariff only 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

ACCESS SERVICE2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.2 Limitations (Cont'd)(A) Assignment or Transfer of Services (Cont'd)

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

In all cases of assignment or transfer, the written acknowledgement of the Telephone Company is required prior to such assignment or transfer. This acknowledgement 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) Use and Restoration of Services

The 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.

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- (x) Filed under authority of Special Permission No. 93-598 of the Federal Communications Commission.

ACCESS SERVICE2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.2 Limitations (Cont'd)(C) Sequence of Provisioning

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.

The first-come, first-served sequence shall be based upon the received time and date recorded, by stamp or other notation, by the Telephone Company on customer access orders. These orders must contain all the information as required for each respective service as delineated in other sections of this tariff. Customer orders shall not be deemed to have been received until such information is provided. Should questions arise which preclude order issuance due to missing information or the need for clarification, the Telephone Company will attempt to seek such missing information or clarification on a verbal basis.

2.1.3 Liability(A) Limits of Liability

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, termination, maintenance, repair or restoration of service, and subject to the provisions of (B) through (G) 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.

ACCESS SERVICE2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.3 Liability (Cont'd)(B) Acts or Omissions

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) Damages to Customer Premises

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 associated wiring, unless the damage is caused by the Telephone Company's negligence.

(D) Indemnification of Telephone Company(1) By the End User

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

- (A) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications;

ACCESS SERVICE2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.3 Liability (Cont'd)(D) Indemnification of Telephone Company (Cont'd)(1) By the End User (Cont'd)

- (B) 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 users or customer; or
- (C) 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.

(2) By the Customer

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

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

ACCESS SERVICE2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.3 Liability (Cont'd)(E) Explosive Atmospheres

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.

(F) No License Granted

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.

(G) Circumstances Beyond the Telephone Company's Control

The Telephone Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in 2.4.4 following.

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

The Telephone Company will provide to the customer, upon reasonable notice, services offered in other applicable sections of this tariff at rates and charges specified therein. Services will be made available 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.

2.1.5 Facility Terminations

The services provided under this tariff 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 premises. Such wiring or cable will be installed by the Telephone Company to the Point of Termination. Moves of the Point of Termination at the customer designated premises will be as set forth in 6.4.4 and 7.2.3 following.

2.1.6 Service Maintenance

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.

ACCESS SERVICE2. 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 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, substitute, change or rearrange any facilities used in providing service under this tariff. Such actions may include, without limitation:

- substitution of different metallic facilities,
- substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities,
- change of minimum protection criteria,
- change of operating or maintenance characteristics of facilities, or
- change of 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 Section 15. 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 procedures.

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ACCESS SERVICE2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.8 Refusal and Discontinuance of Service

- (A) If a customer fails to comply with 2.1.6 preceding (Service Maintenance) or Sections 2.3.1, 2.3.4, 2.3.6, 2.3.11, 2.4.1 or 2.5, following (C)
(respectively, Damages, Availability for Testing, Balance, Jurisdictional |
Report and Certification Requirements, Payment of Rates, Charges or (C) (T)
Deposits; or Connections), including any customer's failure to make (T)
payments on the date and times therein specified, the Telephone
Company may, on thirty (30) calendar days written notice by Certified (C)
U.S. Mail, or overnight delivery to the person designated by that (C)
customer to receive such notices of noncompliance, take the following |
actions: (C)
- refuse additional applications for service and/or refuse to complete any pending orders for service, and/or
 - discontinue the provision of service to the customer.

In the case of discontinuance all applicable charges, including termination charges, shall become due.

Certain material formerly found on this page can now be found on Original Page 2-9.2

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

(B) In addition to and not in limitation of the provisions in (A), above, if a customer fails to comply with Section 2.4.1, following (Payment of Rates, Charges and Deposits), including any payments to be made by it on the dates and times therein specified, the Telephone Company may take the actions specified in (A), above, with regard to services provided hereunder to that customer on fifteen (15) calendar days written notice to the person designated by that customer to receive such notices of noncompliance, 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 on subject deposit request and either:

- (1) the Telephone Company has sent the subject bill to the customer within seven (7) business days of the bill date; or
- (2) the Telephone Company has sent the subject bill to the customer more than thirty (30) calendar days before notice under this section is given; or
- (3) the Telephone Company has sent the subject deposit request to the customer more than fifteen (15) business days before notice under this section is given.

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

(C) If notice is given by overnight delivery under (A) or (B), above, 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.

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ACCESS SERVICE2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.8 Refusal and Discontinuance of Service (Cont'd)

(D) The provisions in (A) and (B), above, shall not apply to charges that a customer does not pay based on the submission of a good faith dispute pursuant to Section 2.4.1(D), following (Billing Disputes).

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(E) If a customer fails to comply with 2.2.2, following (Unlawful and Abusive Use), the Telephone Company may, upon written request from a customer, or another exchange carrier, terminate service to any subscriber or customer identified as having utilized service provided under this tariff in the completion of abusive or unlawful telephone calls. Service shall be terminated by the Telephone Company as provided for in its general and/or local exchange service tariffs.

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In such instances when termination occurs the Telephone Company shall be indemnified, defended and held harmless by any customer or Exchange Carrier requesting termination of service against any claim, loss or damage arising from the Telephone Company's actions in terminating such service, unless caused by the Telephone Company's negligence.

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Certain material currently found on this page formerly appeared on Original Page 2-9.

ACCESS SERVICE2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.8 Refusal and Discontinuance of Service (Cont'd)

- (F) Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R. Section 68.108, if the customer fails to comply with 2.2.1 following (Interference or Impairment), 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, the Telephone Company may temporarily discontinue service forthwith if such action is reasonable in the circumstances. In case of such temporary discontinuance, the customer will be notified promptly 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, following, is not applicable. (T)
- (G) When access service is provided by more than one Telephone Company, the companies involved in providing the joint service may individually or collectively deny service to a customer for nonpayment. Where the Telephone Company(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other Telephone Company(s) will, if technically feasible, assist in denying the joint service to the customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Telephone Companies initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the end office Telephone Company shall apply for joint service discontinuance. (T)

ACCESS SERVICE2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.8 Refusal and Discontinuance of Service (Cont'd)

- (H) If the Telephone Company does not refuse additional applications for service and/or does not discontinue the provision of the services as specified for herein, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service and/or to discontinue the provision of the services to the non-complying customer without further notice. (T)
- (I) If the National Exchange Carrier Association, Inc., notifies the Telephone Company that the Customer has failed to comply with Section 3.9 herein (Federal Universal Service Charge), including any Customer's failure to make payments on the date and times specified therein, the Telephone Company may, on thirty calendar days' written notice to the Customer by Certified U.S. Mail, or overnight delivery to the person designated by that customer to receive such notices of noncompliance, take any of the following actions: (T)
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- refuse additional applications for service
 - refuse to complete any pending orders for service
 - discontinue the provision of service to the Customer.

In the case of discontinuance, all applicable charges including termination charges shall become due.

ACCESS SERVICE**2. General Regulations (Cont'd)****2.1 Undertaking of the Telephone Company (Cont'd)****2.1.9 Notification of Service-Affecting Activities**

The Telephone Company will provide the customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to the following:

- 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, but may affect many customer services. No specific advance notification period is applicable to all service activities. The Telephone Company will work cooperatively with the customer to determine reasonable notification requirements.

2.1.10 Coordination with Respect to Network Contingencies

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

2.1.11 Provision and Ownership of Telephone Numbers

The Telephone Company reserves the reasonable 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. Should it become necessary to make a change in such number(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).

ACCESS SERVICEGeneral Regulations (Cont'd)2.2 Use2.2.1 Interference or Impairment

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.

2.2.2 Unlawful and Abusive Use

- (A) The service provided under this tariff shall not be used for an unlawful purpose or used in an abusive manner.

Abusive use includes:

- (1) The use of the service of the Telephone Company for a call or calls, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another;
- (2) The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

ACCESS SERVICE2. 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 and Theft

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. The equipment shall be returned in as good condition as reasonable wear will permit.

ACCESS SERVICE2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)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 facilities used to provide services.

2.3.4 Availability for Testing

Access to facilities used to provide services 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. As set forth in 2.4.4(C)(4) following, no credit will be allowed for any interruptions involved during such tests and adjustments.

2.3.5 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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(x) Filed under authority of Special Permission No. 93-598 of the Federal Communications Commission.

ACCESS SERVICE2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.6 Balance

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

2.3.7 Design of Customer Services

Subject to the provisions of 2.1.7 preceding (Changes and Substitutions), 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.

2.3.8 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.

ACCESS SERVICE2. General Regulations (Cont'd)2.3 Obligations 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 services provided under this tariff, any circuit, apparatus, system or method provided by the customer.
- (B) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses and damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Telephone Company's services provided under this tariff including, without limitation, Worker'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, attorney fees and court costs by the customer or third parties arising out of any act of omission of the customer in the course of using services provided under this tariff.

ACCESS SERVICE2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)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 Jurisdictional Report and Certification Requirements(A) Certification Requirements - Special Access

When the customer orders Special Access Service, and the customer certifies to the Telephone Company in writing that more than ten percent of the traffic is interstate, the service is considered to be interstate and is provided under this Tariff.

For those customers who were provided Special Access Service under this tariff prior to May 15, 1990, or who have pending Special Access Service orders as of May 15, 1990, the Telephone Company will by July 15, 1990, request the customer to certify their existing Special Access Service and advise the telephone company in writing of any jurisdictional change. The customer will be requested to reply to the Telephone Company within 90 days. When a Special Access Service is certified to be jurisdictionally changed, the effective date of the change will be the date the Telephone Company receives the customer's certification. There is no charge when the customer's reply results in a jurisdictional change in the Special Access Service.

Following initial certification, should the jurisdictional nature of the customer's Special Access Service change, the customer should inform the Telephone Company in writing of the change. The effective date of the change will be the date the Telephone Company receives the customer's notice of change. No charge applies for the jurisdictional change.

ACCESS SERVICE2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.11 Jurisdictional Report and Certification Requirements (Cont'd)(B) Disputes Involving Jurisdictional Certification - Special Access and Public Packet Data Network (T)
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If a dispute arises concerning the certification of projected interstate traffic as described in (A) above, the Telephone Company will ask the customer to provide the data the customer used to determine that more than 10% of the traffic is interstate. The customer shall supply the data within thirty (30) days of the Telephone Company request. If the reply results in a jurisdictional change of a Special Access Service or Public Packet Data Network Service, the effective date of the change will be the date the Telephone Company receives the customer's reply. There is no charge when the customer's reply results in a jurisdictional change in the Special Access Service or Public Packet Data Network Service.

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(C) Jurisdictional Reports - Switched Access

For Switched Access Service, the Telephone Company cannot in all cases determine the jurisdictional nature of customer traffic and its related access minutes. In such cases the customer may be called upon to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. For purposes of determining the jurisdiction of Switched Access Services, the regulations set forth in (1) through (4), below, apply.

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ACCESS SERVICE2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.11 Jurisdictional Report and Certification Requirements (Cont'd)(C) Jurisdictional Reports - Switched Access (Cont'd)(1) Percentage of Interstate Use (PIU)

- (a) For purposes of developing the projected interstate percentage for Feature Group C or Feature Group D, the customer shall consider every call that originates from a calling party in one state and terminates to a called party in a different state to be interstate communications. The customer shall consider every call that terminates to a called party within the same state as the state where the calling party is located to be intrastate communications. The manner in which a call is routed through the telecommunications network does not affect the jurisdiction of a call, i.e., a call between two points within the same state is an intrastate call even if it is routed through another state.

For purposes of developing the projected interstate percentage for Feature Group A or Feature Group B, pursuant to Federal Communications Commission Order FCC 85-145 released April 16, 1985, interstate usage is to be developed as though every call that enters a customer network at a point within the same state as that in which the called station (as designated by the called station telephone number) is situated is an intrastate communication and every call for which the point of entry is a state other than that where the called station (as designated by the called station telephone number) is situated, is an interstate communication.

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Certain material currently found on this page formerly appeared on 3rd Revised Page 2-21.

ACCESS SERVICE2. General Regulations (Cont'd) (N)2.3 Obligations of the Customer (Cont'd)2.3.11 Jurisdictional Report and Certification Requirements (Cont'd)(C) Jurisdictional Reports - Switched Access (Cont'd) (N)(1) Percentage of Interstate Use (PIU)

- (b) When the Telephone Company receives sufficient call detail to permit it to determine the jurisdiction of some or all originating and terminating access minutes of use, the Telephone Company will use that call detail to render bills for those minutes of use and will not use PIU factors(s) described in (2), below, to determine the jurisdiction of those minutes of use. (C)

When the Telephone Company receives insufficient call detail to determine the jurisdiction of some or all originating and terminating access minutes of use, the Telephone Company will apply the PIU factor(s) provided by the customer or developed by the Telephone Company as set forth in (2), below, only to those minutes of use for which the Telephone Company does not have sufficient call detail. Such PIU factor(s) will be used until the customer provides an update to its PIU factor(s) as set forth in (2) (g) or (h), below.

For all flat rated Switched Access Services, the Telephone Company will apply the PIU factor(s) as provided by the customer or developed by the Telephone Company as set forth in (2), below, each month until the customer provides an update to its PIU factor(s) as described in (2) (g) or (h), below. (C)

ACCESS SERVICE2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.11 Jurisdictional Report and Certification Requirements (Cont'd)

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(C) Jurisdictional Reports - Switched Access (Cont'd)(2) Use of PIU Factors

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- (a) As specified in Section 5.2.1, following, the customer will provide a projected PIU for each Switched Access Service for each end office when placing its order. Such PIU factors are applied to all usage rated elements (including but not limited to Information Surcharge, Local Switching, and Tandem Switched Transport), where the Telephone Company does not receive sufficient call detail to determine the jurisdiction of the usage.

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If the customer fails to provide a PIU factor on its order for service, the following provisions apply. For originating access minutes, when the call detail is adequate to determine the appropriate jurisdiction and when the Feature Group C or Feature Group D access minutes of use are measured, the Telephone Company will develop PIU factor(s) on a monthly basis by end office by dividing the customer's measured interstate originating access minutes (the access minutes where the calling party is in one state and the called party is in another state) by the customer's total originating access minutes. For terminating access minutes, the same data used by the Telephone Company to develop the PIU factor for originating access minutes will be used to develop the PIU factor for such terminating access minutes.

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Certain material currently found on this page formerly appeared on 3rd Revised Page 2-21, 1st Revised Page 2-23 and 1st Revised Page 2-24.

Certain material formerly found on this page now appears on 2nd Revised Page 2-22 and Original Page 2-22.1.

ACCESS SERVICE

- | | | |
|--------|--|-------------------------------|
| 2. | <u>General Regulations</u> (Cont'd) | (N) |
| 2.3 | <u>Obligations of the Customer</u> (Cont'd) | |
| 2.3.11 | <u>Jurisdictional Report and Certification Requirements</u> (Cont'd) | |
| (C) | <u>Jurisdictional Reports - Switched Access</u> (Cont'd) | |
| (2) | <u>Use of PIU Factors</u> (Cont'd) | (N) |
| | The Telephone Company developed PIU factor(s) described in this section will only be used for minutes of use for which the Telephone Company does not have sufficient call detail to determine the jurisdiction until such time as the customer provides updated PIU factor(s) for these services. | (C) (C) |
| (b) | Separate PIUs are required for flat rated Entrance Facilities, Direct Trunked Transport Facilities, and Switched Access Services Optional Features and Functions. The PIU factor(s) for use with such flat rated elements will reflect the combination of originating and terminating traffic of all services using such facilities. | (M) (M) (C) (C) |
| | If the customer fails to provide a PIU factor on its order for service, the Telephone Company will apply the PIU factor it developed pursuant to (2)(a), above, against the customer's flat rated Switched Access Services to apportion those changes between the jurisdictions. | (N) (N) |

Certain material currently found on this page formerly appeared on 3rd Revised Page 2-21.

ACCESS SERVICE2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.11 Jurisdictional Report and Certification Requirements (Cont'd)

(T)

(C) Jurisdictional Reports - Switched Access (Cont'd)(2) Use of PIU Factors (Cont'd)

(T)

- (c) When a customer orders Feature Group A or Feature Group B Switched Access Service, the customer shall, in its order, state the projected percentage for interstate usage for each Feature Group A or Feature Group B Switched Access Service group ordered. The term group shall be construed to mean single lines or trunks as well.

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For all groups the number of access minutes (either measured or assumed) for a group will be multiplied by the projected interstate percentage to develop the interstate access minutes. The number of access minutes for the group minus the developed interstate access minutes for the group will be developed intrastate access minutes.

(M)

- (d) When a customer orders Directory Assistance Service, the customer shall, in its order, provide the projected interstate percentage for terminating use.

(T)
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(C)

- (e) When the customer has both interstate and intrastate Operator Services traffic, the percentage interstate usage determined for the customer's FGC or FGD service will be applied to the customer's Operator Services charges.

(T)
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(M)

Certain material currently found on this page formerly appeared on 1st Revised Page 2-22, 1st Revised Page 2-24, and 2nd Revised Page 2-25.

Certain material formerly found on this page now appears on Original Page 2-19.1, 2nd Revised Page 2-20, Original Page 2-20.1, and Original Page 22.1

ACCESS SERVICE2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.11 Jurisdictional Report and Certification Requirements (Cont'd)

(T)

(C) Jurisdictional Reports - Switched Access (Cont'd)(2) Use of PIU Factors (Cont'd)

(T)

- (f) For each service, the customer may only provide a PIU factor that is in a whole number format, i.e., a number from 0 to 100. When the customer provides the PIU factor, the Telephone Company will subtract the provided PIU from 100 and the difference is the percent intrastate usage. The sum of the interstate and intrastate percentages will equal 100 percent. The customer provided factors will be used by the Telephone Company as described in (1)(b), above, until the customer provides updated PIU factors as required in (2)(g) or (h), below.

(N)

(N)

- (g) When the customer adds or discontinues Busy Hour Minutes of Capacity (BHMC) lines or trunks to an existing Switched Access Service group, the customer shall furnish a revised projected interstate percentage for the remaining BHMC, lines or trunks in the end office group. The revised report will serve as the basis for future billing, where applicable, and will be effective on the next bill date. No prorating or back billing will be done based on such revised report.

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(C)

Certain material currently found on this page formerly appeared on 1st Revised Page 2-20 and 3rd Revised Page 2-21.

Certain material formerly found on this page now appears on 4th Revised Page 2-21.

ACCESS SERVICE

2. General Regulations (Cont'd) (N)
- 2.3 Obligations of the Customer (Cont'd)
- 2.3.11 Jurisdictional Report and Certification Requirements (Cont'd)
- (C) Jurisdictional Reports - Switched Access (Cont'd)
- (2) Use of PIU Factors (Cont'd) (N)
- (h) Effective on the first of January, April, July and October of each year, the customer shall update its interstate and intrastate jurisdictional report. The customer shall forward to the Telephone Company, to be received no later than fifteen (15) days after the first of each such month, a revised report showing the interstate and intrastate 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 use. Such revised report will serve as the basis for the next three month's billing for determining the jurisdiction for Switched Access Services in cases where the Telephone Company does not have sufficient call detail to do so and will be effective on the bill date for that service. No prorating or back billing will be done based on the revised report. (T) (M) (C)
- If the customer does not supply the revised reports, the Telephone Company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the Telephone Company will assume the percentages to be the same as those provided in the customer's order for service or as developed by the Telephone Company as specified in (2)(a), above. (M) (C)

Certain material currently found on this page formerly appeared on 1st Revised Page 2-20 and 3rd Revised Page 2-21.

ACCESS SERVICE2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.11 Jurisdictional Report and Certification Requirements (Cont'd)

(T)

(C) Jurisdictional Reports - Switched Access (Cont'd)(3) Maintenance of Customer Records

(T)

- (a) The customer shall retain for a minimum of six (6) months call detail records that substantiate the interstate percent provided to the Telephone Company as set forth in (2), above, for Switched Access Services. Such records shall consist of (i) and (ii), below, if applicable.

(N)

- (i) All call detail records such as work papers and/or backup documentation including paper, magnetic tapes or any other form of records for billed customer traffic, call information including call terminating address (i.e., called number), the call duration, all originating and terminating trunk groups or access lines over which the call is routed, and the point at which the call enters the customer's network and;

- (ii) If the customer has a mechanized system in place that calculated the PIU, then a description of that system and the methodology used to calculate the PIU must be furnished and any other pertinent information (such as but not limited to flowcharts, source code, etc.) relating to such system must also be made available.

(N)

Certain material formerly found on this page now appears on 2nd Revised Page 2-20

ACCESS SERVICE

- 2. General Regulations (Cont'd)
- 2.3 Obligations of the Customer (Cont'd)
 - 2.3.11 Jurisdictional Report and Certification Requirements (Cont'd) (T)
 - (C) Jurisdictional Reports - Switched Access (Cont'd)

Certain material formerly found on this page now appears on 2nd Revised Page 2-20 and 4th Revised Page 2-21.

ACCESS SERVICE2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.11 Jurisdictional Report and Certification Requirements (Cont'd)

(T)

(C) Jurisdictional Reports - Switched Access (Cont'd)(4) Disputes Involving Jurisdictional Reports – Switched Access

(T)

- (a) If a billing dispute arises or if a regulatory commission questions the projected PIU factor(s) provided by the customer, the Telephone Company may, by written request, require the customer to provide the data the customer used to determine the projected PIU factor(s). This written request will be considered the initiation of the audit. The customer shall supply the data to an independent auditor or the Telephone Company within thirty (30) days of the Telephone Company request. The customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained as set forth in (3), above, and upon request of the Telephone Company make the records available for inspection at an agreed upon location during normal business hours as reasonably necessary for purposes of verification of the percentages. The Telephone Company will audit data from one quarter unless a longer period is requested by the customer and agreed to by the Telephone Company.

(C)

(C)

Certain material formerly found on this page now appears on 4th Revised Page 2-21 and Original Page 2-25.1

ACCESS SERVICE2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.11 Jurisdictional Report and Certification Requirements (Cont'd)(C) Jurisdictional Reports - Switched Access (Cont'd)(4) Disputes Involving Jurisdictional Reports – Switched Access
(Cont'd)

- (b) If the customer does not provide the requested data to the Telephone Company or independent auditor within thirty (30) days of the notice of audit, the customer will be in violation of the Tariff and subject to the provisions specified in Section 2.1.8(A), preceding.
- (c) Audits may be conducted by: (1) the Telephone Company when the customer agrees; (2) an independent auditor under contract to the Telephone Company; (3) a mutually agreed upon independent auditor paid for equally by the customer and the Telephone Company; or (4) an independent auditor selected and paid for by the customer. If the customer selects option (4), where it pays for its own independent audit, the selected auditor must certify that the audit was performed following Commission procedures for measuring interstate traffic as established by Commission Order, and provide the Telephone Company a report with supporting documentation to verify such procedures.
- (d) Verification audits may be conducted no more frequently than once per year except in extreme circumstances. The Telephone Company and customer will attempt to limit the audit to a reasonable time to effectively complete the audit. The Telephone Company and customer shall respond promptly to requests generated during the audit to ensure timely completion of the audit.

(N)

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(C)

(C)

(N)

(N)

Certain material currently found on this page formerly appeared on 2nd Revised Page 2-25.

ACCESS SERVICE2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.11 Jurisdictional Report and Certification Requirements (Cont'd)(C) Jurisdictional Reports - Switched Access (Cont'd)(4) Disputes Involving Jurisdictional Reports – Switched Access
(Cont'd)

- (e) When a PIU audit is conducted by the Telephone Company or an independent auditor under contract to the Telephone Company, the audit results will be furnished to the customer by Certified U.S. Mail. When a PIU audit is conducted by an independent auditor selected by the customer, the audit results will be furnished to the Telephone Company by Certified U.S. Mail. The Telephone Company will adjust the customer's PIU based upon the audit results. The PIU resulting from the audit shall be applied to the customer's usage for the quarter the audit is completed, the usage for the quarter prior to the completion of the audit, and the usage for the two (2) quarters following the completion of the audit. After that time, the customer may report revised PIU pursuant to (2)(g) or (h), above. If the revised PIU submitted by the customer represents a deviation of 5 percentages points or more from the audited PIU, and that deviation is not due to identifiable reasons, the provisions in (4)(a), above, may be applied.
- (f) Both credit and debit adjustments will be made to the customer's interstate access charges based on the audit results for the specified periods to accurately reflect the interstate usage for the customer's account consistent with Section 2.4.1, following.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements (Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(4) Disputes Involving Jurisdictional Reports – Switched Access
(Cont'd)

- (g) If, as a result of an audit conducted by an independent auditor, a customer is found to have over-stated its PIU(s) by 20 percentage points or more, the Telephone Company shall require reimbursement from the customer for the cost of the audit. Such bill(s) shall be due and paid in immediately available funds within 30 days from receipt and shall carry a late payment penalty as set forth in Section 2.4.1, following, if not paid within the 30 days.

(N)

(N)

ACCESS SERVICE2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.12 Determination of Interstate Charges for Mixed Interstate and Intrastate Switched Access Service

When mixed interstate and intrastate Switched Access Service is provided, all charges (i.e., nonrecurring, monthly and/or usage) including optional features charges, will be prorated between interstate and intrastate. The PIU factor(s) provided by the customer or developed by the Telephone Company as set forth in Section 2.3.11(C)(2), preceding, will serve as the basis for prorating the charges unless the Telephone Company is billing according to sufficient call details as set forth in Section 2.3.11(C)(1)(b), preceding. The percentage of an Access Service to be charged as interstate is applied in the following manner:

(C)
|
(C)(A) Monthly and Nonrecurring Charges

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

(C)

(B) Usage Sensitive Charges

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.

(D)
(D)

ACCESS SERVICE2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances2.4.1 Payment of Rates, Charges and Deposits(A) Deposits

The Telephone Company will only require a customer that has a proven history of late payments to the Telephone Company or that does not have established credit, to make a deposit as a guarantee of the payment of rates and charges. Such deposit may be required prior to establishing a service or at any time after the provision of a service to the customer. For purposes of this section, a proven history of late payments is defined as two (2) or more occasions within the preceding twelve (12) months in which payment for undisputed charges was not received within three (3) business days following the payment due date, provided the outstanding undisputed amount of each such individual unpaid bill represented at least ten (10) percent of the total charges on that individual bill. The Telephone Company will provide notice via overnight delivery to the person designated by the customer to receive such notice of the requirement to pay a deposit. 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 period will 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. For new service(s) being established, such deposit will not exceed the estimated rates and charges for a two-month period. For existing services, such deposit will not exceed the actual rates and charges for a two (2) month period associated with each individual bill that met the criteria for late payments specified above. 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.

(C)

(C)

Certain material formerly found on this page can now be found on Original Page 2-27.1.

ACCESS SERVICE2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)(A) Deposits (Cont'd)

Such a deposit will be refunded or credited to the account when the customer has established credit or, in any event, after the customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the customer. In case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive interest at the same percentage rate as that set forth in (C)(2)(a) or in (C)(2)(b) following, whichever is lower.

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

(M)

(M)

Certain material currently found on this page formerly appeared on Original Page 2-27.

ACCESS SERVICE2. 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) Bill Dates

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

(1) End User Access Service and Presubscription

For End User Access Service and Presubscription Service, the Telephone Company will establish a bill day each month for each end user account or advise the customer in writing of an alternate billing schedule. Alternate billing schedules shall not be established on less than 60 days notice or initiated by the Telephone Company more than twice in any consecutive 12 month period. The bill will cover End User Access Service charges 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 Service will be applied to this bill. Such bills are due when rendered.

ACCESS SERVICE2. 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) Bill Dates (Cont'd)(2) Access Services Other Than End User and Presubscription

For Service other than End User Access Service and Presubscription Service, the Telephone Company will establish a bill day each month for each customer account or advise the customer in writing of an alternate billing schedule. Alternate billing schedules shall not be established on less than 60 days' notice or initiated by the Telephone Company more than twice in any consecutive 12 month period.

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 after the last bill day through 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 in immediately available funds by the payment date, as set forth in (C) following. If payment is not received by the payment date, a late payment penalty will apply as set forth in (C) following.

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) Payment Dates and Late Payment Penalties

- (1) All bills dated as set forth in (B) (2) preceding for service, other than End User Service and Presubscription Service, provided to the customer by the Telephone Company are due 31 days (payment 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 the customer does not receive a bill at least 20 days prior to the 31 day payment due date, then the bill shall be considered delayed. When the bill has been delayed, upon request of the customer the due date will be extended by the number of days the bill was delayed. Such request of the customer must be accompanied with proof of late bill receipt.

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) Payment Dates and Late Payment Penalties (Cont'd)

(1) (Cont'd)

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

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) Payment Dates and Late Payment Penalties (Cont'd)

- (2) Further, if no payment is received by the payment date or if a payment or any portion of a payment is received by the Telephone Company after the payment date as set forth in (1) preceding, or if a payment or any portion of a 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 payment or the portion of the payment not received by the payment date times a late factor. The late factor shall be the lesser of:
 - (a) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company, or
 - (b) 0.000292 per day, compounded daily for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company.

Certain material formerly found on this page can now be found on Original Page 2-32.1.

ACCESS SERVICE

2. General Regulations (Cont'd) (N)
- 2.4 Payment Arrangements and Credit Allowances (Cont'd) |
- 2.4.1 Payment of Rates, Charges and Deposits (Cont'd) (N)
- (D) Billing Disputes (T) (M)
- (1) 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, when available, by accessing such information on the Telephone Company's website also shown on the customer's bill. Such claim must identify in detail the basis for the dispute, and if the customer withholds the 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. (N)
- (2) The date of the dispute shall be the date on which the customer furnishes the Telephone Company the account information required in (D)(1), above.
- (3) The date of resolution is the date the Telephone Company completes its investigation, provides written notice to the customer regarding the disposition of the claim, i.e., resolved in favor of the customer or resolved in favor of the Telephone Company, and credits the customer's account, if applicable. (N)

Certain material currently found on this page formerly appeared on Original Page 2-32.

ACCESS SERVICE

| | | |
|-------|---|---------|
| 2. | <u>General Regulations</u> (Cont'd) | (N) |
| 2.4 | <u>Payment Arrangements and Credit Allowances</u> (Cont'd) | |
| 2.4.1 | <u>Payment of Rates, Charges and Deposits</u> (Cont'd) | |
| (D) | <u>Billing Disputes</u> (Cont'd) | (N) |
| (4) | In the event that a billing dispute concerning any charges billed to the customer by the Telephone Company is resolved in favor of the Telephone Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in (C)(2), above. | (C) (M) |
| (5) | If the customer pays the bill in full by the payment due date, and later initiates a billing dispute within ninety (90) days of the payment due date, penalty interest may be applicable. | |
| (a) | If the billing dispute is resolved in favor of the customer, the customer shall receive a credit from the Telephone Company. This credit will be an amount equal to the disputed amount resolved in the customer's favor times a penalty factor. This amount will apply from the date of the customer's payment through the date on which the customer receives the disputed amount credit from the Telephone Company. The penalty factor shall be the lesser of: | (C) (M) |
| (i) | the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the first date to and including the last date of the period involved, or | (T) (M) |
| (ii) | 0.000292 per day, compounded daily for the number of days from the first date to and including the last date of the period involved. | (T) (M) |

Certain material currently found on this page formerly appeared on Original Page 2-32 and Original Page 2-33.

ACCESS SERVICE2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)(D) Billing Disputes (Cont'd)

- | | | |
|------|--|-----|
| (b) | If the dispute is resolved in favor of the Telephone Company, neither a late payment charge nor a penalty interest charge is applicable. | (C) |
| (6) | If the customer pays the bill in full by the payment due date, and later initiates a billing dispute after (90) days of the payment due date, penalty interest may be applicable. | (C) |
| (a) | If the billing dispute is resolved in favor of the customer, the customer shall receive a credit from the Telephone Company. This credit will be an amount equal to the disputed amount resolved in the customer's favor times a penalty factor. This amount will apply from the date of the dispute through the date on which the customer receives the disputed amount credit from the Telephone Company. The penalty factor shall be the lesser of: | (C) |
| (i) | the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the first date to and including the last date of the period involved, or | (T) |
| (ii) | 0.000292 per day, compounded daily for the number of days from the first date to and including the last date of the period involved. | (T) |
| (b) | If the dispute is resolved in favor of the Telephone Company, neither a late payment charge nor a penalty interest charge is applicable. | (C) |

Certain material formerly found on this page can now be found on Original Page 2-32.2 and Original Page 2-33.1.

ACCESS SERVICE2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)(E) Proration of Charges

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 based on a 30 day month. The Telephone Company will, upon request, furnish within 30 days of a request and at no charge to the customer such detailed information as may reasonably be required for verification of any bill.

(N)

(N)

(T) (M)

(M)

Certain material currently found on this page formerly appeared on Original Page 2-33.

ACCESS SERVICE2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)(F) Rounding of Charges

(T)

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).

2.4.2 Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month except for those services set forth in Section 6 (Switched Access Service), and those services set forth in 6.1.3 (Switched Access High Capacity DS3 Entrance Facility and High Capacity DS3 Direct Trunked Transport), 7.2.4, (Part-time Video and Program Audio), and 7.2.8 (High Capacity DS1 and DS3 Service, Synchronous Optical Channel Service and Frame Relay Access Service 1.544 Mbps Port), or as otherwise specified.

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 following, is one month 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, as follows:

- (A) When a service with a one month minimum period is discontinued prior to the expiration of the minimum period, a one month charge will apply at the rate level in effect at the time service is discontinued.
- (B) When a service with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, except for DS3 monthly service and DS1 and DS3 Optional Payment Plans as provided for in Sec. 5.5.1 and 7.2.8 following, the applicable charge will be the lesser of (1) the Telephone Company's total nonrecoverable costs less the net salvage value for the discontinued service or (2) the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period.

ACCESS SERVICE2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.3 Cancellation of an Order for Service

Provisions for the cancellation of an order for service are set forth in other applicable sections of this tariff.

2.4.4 Credit Allowance for Service Interruptions(A) General

A service is interrupted when it becomes unusable to the customer because of a failure of 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 6.2.1 following. An interruption period starts when an inoperative service is reported to the Telephone Company, and ends when the service is operative.

(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 provided.

For Digital Data Access, SD Codes D1 through D6 and High Capacity, HC1, Special Access Services, any period during which the error performance is below that specified for the service will be considered as an interruption.

Service interruptions for Specialized Service or Arrangements provided under Section 12 following, shall be administered in the same manner as those set forth in this section (2.4.4) unless other regulations are specified with the individual case filing.

ACCESS SERVICE2. 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)

Credit allowances are computed as follows:

(1) Special Access Service other than Program Audio and Video and flat rated Switched Access Service rate elements(C)
(C)

For Special Access Services other than Program Audio and Video Services, and for flat rated Switched Access Service rate elements (i.e., Entrance Facility, Direct Trunked Transport and Multiplexing), 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 that the interruption continues.

(C)
|
(C)

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

(a) Two-point Services

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) Multipoint Services

For multipoint services, 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 designated premises, channel mileage and optional features and functions).

ACCESS SERVICE2. 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) Special Access Service other than Program Audio and Video and flat rated Switched Access Service rate elements (Cont'd) (C)
(C)

(c) Multiplexed Services

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, Entrance Facility, Direct Trunked Transport 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, Direct Trunked Transport and optional features and functions). (C)
(C)

- (d) Flat rated Switched Access rate elements (T) (N)

For flat rated Switched Access Service rate elements, the monthly charge shall be the total of all the monthly rate element charges associated with the service (i.e., Entrance Facility, Direct Trunked Transport and Multiplexing). (N)

ACCESS SERVICE2. 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) Program Audio and Video Special Access Services

For Program Audio and 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.
- (c) For multipoint services, when monthly rates are applicable, the credit shall be at the rate of 1/8640 of the monthly charges for each channel termination, channel mileage and optional features and functions that are inoperative for each period of 5 minutes or fraction thereof that the interruption continues.

ACCESS SERVICE2. 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) Program Audio and Video Special Access Services (Cont'd)

- (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 channel termination, channel mileage 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.

(3) Switched Access

For Switched Access Service, 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 any applicable monthly rate or assumed minutes of use charge for each period of 24 hours or Major Fraction Thereof that the interruption continues.

ACCESS SERVICE2. 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)(4) Credit Allowances Cannot Exceed Monthly Rate

The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any monthly rate for the service interrupted in any 1 monthly billing period.

(C) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- (1) Interruptions caused by the negligence of the customer;
- (2) Interruptions of a service due to the failure of equipment or systems provided by the customer or others;
- (3) Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated;
- (4) Interruptions of a service when the customer has released that service to the 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 (B) preceding applies;

ACCESS SERVICE2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.4 Credit Allowance for Service Interruptions (Cont'd)(C) When a Credit Allowance Does Not Apply (Cont'd)

- (5) Interruptions of a service which continue because of the failure of the customer to authorize replacement of any element of special construction, as set forth in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 3 for SPECIAL CONSTRUCTION. The period for which no credit allowance is made begins on the seventh day after the customer receives the Telephone Company's written notification of the need for such replacement and ends on the day after receipt by the Telephone Company of the customer's written authorization for such replacement; (x)
- (6) Periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis; or (x)
- (7) An interruption or a group of interruptions, resulting from a common cause, that would result in credit in an amount less than one dollar.

(D) 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 service is interrupted, the customer must pay the tariffed rates and charges for the alternative service used.

- (x) Filed under authority of Special Permission No. 93-598 of the Federal Communications Commission.

ACCESS SERVICE2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.4 Credit Allowance for Service Interruptions (Cont'd)(E) Temporary Surrender of a Service (Cont'd)

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

2.4.5 Re-establishment of Service Following Fire, Flood or Other Occurrence(A) Nonrecurring Charges Do Not Apply

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

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

ACCESS SERVICE2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.5 Re-establishment of Service Following Fire, Flood or Other Occurrence (Cont'd)(B) Nonrecurring Charges Apply

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

2.4.6 Title or Ownership Rights

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

2.4.7 Access Services Provided By More Than One Telephone Company

When an Access Service is provided by more than one Telephone Company, the Telephone Companies involved will mutually agree upon one of the billing methods as set forth in (B) (1) and (2) following based on the service being provided. The Telephone Companies will notify the customer in writing of the billing method being used. The customer will place the order for the service as set forth in 5.3 following dependent upon the billing method.

(A) Non Meet Point Billing/Feature Group A

Non Meet Point Billing under a Revenue Sharing Agreement is the generally accepted billing method for Feature Group A Switched Access Service. At the agreement of the participating Telephone Companies, Meet Point Billing may apply to jointly provided Feature Group A services as set forth in (B) following.

ACCESS SERVICE2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.7 Access Services Provided by More Than One Telephone Company(A) Non Meet Point Billing/Feature Group A (Cont'd)(1) Single Company Billing/Revenue Sharing

All Telephone Companies jointly providing Feature Group A service will receive an order or a copy of the order, from the customer, as specified in 5.3.1(A) following. The telephone company that provides the dial tone will arrange to provide the service, determine the applicable charges and bill the customer for the entire service in accordance with its Access Services tariff as provided for under a Feature Group A Revenue Sharing Agreement.

(B) Meet Point Billing

Meet Point Billing is required when an access service is provided by multiple Telephone Companies for Feature Groups B, C, and D Switched Access Services and Special Access. It is optional for Feature Group A Switched Access Service.

Each Telephone Company jointly providing the access service will receive an order or a copy of the order from the customer as specified in 5.3.2 following and arrange to provide the service.

For usage rated access services the access minutes of use will generally be determined by the recording company. Where the recording company is not the Bill Rendering Company, the recording company will provide detailed usage records to the Bill Rendering Company to develop the access minutes.

ACCESS SERVICE2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.7 Access Services Provided by More Than One Telephone Company(B) Meet Point Billing (Cont'd)

The Bill Rendering Company in a single bill arrangement for Feature Groups B, C, and D Switched Access Services, is normally the end user's end office, for WATS usage the Bill Rendering Company is normally the WATS Serving Office. The name of the Bill Rendering Company will be included in the meet point billing notification provided to the customer by all the telephone companies on all meet point billed services.

The non Bill Rendering Company(s) is any Telephone Company(s) in whose territory a segment of the Local Transport or Channel Mileage is provided and/or where the customer's Point of Termination is located.

There are two Meet Point Billing Options, Single Bill and Multiple Bill. These billing options are explained in (1) and (2) following. The Single Bill option is the preferred method. However, when a single bill option can not be agreed to by all telephone companies providing service, the multiple bill option is the default.

Each telephone company must provide meet point billing notification to the customer, in writing, when new service is ordered or 30 days prior to changing an existing meet point arrangement. The notification should include the following:

ACCESS SERVICE2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.7 Access Services Provided by More Than One Telephone Company(B) Meet Point Billing (Cont'd)

- 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.

A Telephone Company that renders a meet point bill, the Bill Rendering Company, will render the bill in accordance with the industry standards as described in the Multiple Exchange Carrier Access Billing (MECAB) Guidelines and the Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines. The bill will include cross reference(s) to the other telephone Company(s) providing service and common circuit identifiers. Should a billing dispute arise, the terms and conditions of the Bill Rendering company will apply.

(1) Single Bill Option

The single bill option allows the customer to receive one bill for access services that are provided by more than one company. The single bill option provides the following two billing alternatives:

(C)

- Single Bill/Multiple Tariff; and
- Single Bill/Single Tariff.

(C)

(D)

These options are described following in (a) and (b) respectively.

(C)

ACCESS SERVICE2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.7 Access Services Provided by More Than One Telephone Company(B) Meet Point Billing (Cont'd)(1) Single Bill Option (Cont'd)(a) Single Bill/Multiple Tariff

The single bill/multiple tariff bill is prepared by the Bill Rendering Company but reflects all rates and charges for each connecting company's part of the service based on each company's access tariff.

The Bill Rendering Company will:

- determine and include all recurring and nonrecurring rates and charges for each involved Telephone Company;
- identify each involved Telephone Company's rates and charges separately on the bill;
- forward the bill to the customer and provide a copy of the bill or other substantiation of the charges to the connecting Telephone Companies; 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 Bill Rendering Company. If payments are to be sent directly to the Bill Rendering Company, the non Bill Rendering Company(s) will provide the customer with written authorization for the payment arrangement.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Access Services Provided by More Than One Telephone Company

(B) Meet Point Billing (Cont'd)

(1) Single Bill Option (Cont'd)

(D)

(D)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Access Services Provided by More Than One Telephone Company

(B) Meet Point Billing (Cont'd)

(1) Single Bill Option (Cont'd)

(D)

(D)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Access Services Provided by More Than One Telephone Company

(B) Meet Point Billing (Cont'd)

(1) Single Bill Option (Cont'd)

(b) Single Bill/Single Tariff

(T)

The single bill/single tariff bill provides a meet point bill that is billed completely at the Billing Rendering Company's tariff rates and regulations.

The Bill Rendering Company will:

- determine and include on the access bill all usage data and all other recurring and nonrecurring rates and charges per its access tariff; and
- forward the bill to the customer.

The customer will remit the payment to the Bill Rendering Company.

(2) Multiple Bill Option

Under the Multiple Bill Option each company providing the access service will render an access bill to the customer for its portion of the service based on its access tariff rates and regulations. For switched access Multiple bills the end office company is generally the Initial Billing Company (IBC). The IBC is the company that calculates the access minutes to be billed to the customer and provides this data to each connecting company providing service, i.e., the Subsequent Billing Company(s). Each company, IBC and SBC, will:

ACCESS SERVICE2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.7 Access Services Provided by More Than One Telephone Company(B) Meet Point Billing (Cont'd)(2) Multiple Bill Option (Cont'd)

- prepare its own bill;
- determine its charge(s) for Local Transport, Directory Transport, and/or Channel Mileage as set forth in (3) following;
- determine and include all recurring and nonrecurring rates and charges of its access tariff;
- reflect its Billing Account Reference (BAR) and all connecting company Billing Account Cross Reference (BACR) code(s);
- forward its bill to the customer.

The customer will remit payment directly to each Bill Rendering Company.

(3) Determination of Meet Point Billed Local Transport and Channel Mileage Charges

Each Telephone Company's portion of the Local Transport and Channel mileage will be developed as follows:

- (a) Determine the appropriate Local Transport or Channel Mileage by computing the number of airline miles between the Telephone Company premises (end office, access tandem or serving wire centers for

ACCESS SERVICE2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.7 Access Services Provided by More Than One Telephone Company(B) Meet Point Billing (Cont'd)(3) Determination of Meet Point Billed Local Transport and Channel Mileage Charges (Cont'd)

- (a) (Cont'd)
Switched Access or serving wire centers for Special Access) using the V&H method set forth respectively in 6.4.6 and 7.2.5 following.
- (b) Determine the billing percentage (BP), as set forth in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4, which represents the portion of the service provided by each Telephone Company.
- (c) For Feature Groups A, B, C and D Tandem Switched Transport:
 - multiply the number of originating and terminating access minutes of use routed over the facility times the number of airline miles, as set forth in (a) preceding, times the BP for each Telephone Company, as set forth in (b) preceding, times the Tandem Switched Facility rate; (C)
 - multiply the Tandem Switched Termination rate times the number of originating and terminating access minutes routed over the facility . (C)
 - When a tandem office is located within the operating territory of a Telephone Company, participating in this Tariff, multiply the Tandem Switching rate times the number of originating and terminating access minutes that are switched at the tandem. (N)

ACCESS SERVICE2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.7 Access Services Provided by More Than One Telephone Company(B) Meet Point Billing (Cont'd)(3) Determination of Meet Point Billed Local Transport and Channel Mileage Charges (Cont'd)

(c) (Cont'd)

The Tandem Switched Termination rate is applied as set forth in 6.1.3(A) following. The Switched Access Nonrecurring Charges are applied as set forth in 6.4.1(B) following. (Note: The BP is not applied to the Switched Access Tandem Switched Termination rate or any Nonrecurring Charge.)

(d) For Feature Groups A, B, C, and D Direct Trunked Transport:

- multiply the number of airline miles, as set forth in (a) preceding, times the BP for each Telephone Company, as set forth in (b) preceding, times the Direct Trunked Facility rate.
- The Direct Trunked Termination rate is applied as set forth in 6.1.3(A) following. The Switched Access Nonrecurring Charges are applied as set forth in 6.4.1(B) following. (Note: The BP is not applied to either the Switched Access Direct Trunked Termination rate or any Nonrecurring Charge.)

(e) For Feature Groups A, B, C, and D.

- When the end office (which may be a Remote Switching Module or WATS Serving Office) is located within the operating territory of a Telephone Company participating in this Tariff, multiply the Residual Interconnection Charge rate times the number of originating and terminating access minutes that are switched at the end office.
- When the Entrance Facility and/or Multiplexing equipment is located within the operating territory of a Telephone Company participating in this Tariff, the Multiplexing charge will apply.
- The Billing Percentage (BP) is not applicable to the Transport Interconnection charge, Entrance Facility or Multiplexer. (C)

ACCESS SERVICE2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.7 Access Services Provided by More Than One Telephone Company(B) Meet Point Billing (Cont'd)(3) Determination of Meet Point Billed Local Transport and Channel Mileage Charges (Cont'd)

- (f) For Special Access, multiply the number of airline miles, as set forth in (a) preceding, times the BP for each Telephone Company, as set forth in (b) preceding, times the Channel Mileage Facility rate and add the Channel Mileage Termination rate. (T) (M)

The Special Access Channel Mileage Termination rate and nonrecurring charges are applied as set forth in 7.2.1(B)(2) and 7.2.2(C) following. (Note: The BP is not applied to either the Channel Mileage Termination Recurring Rate or any Nonrecurring Charge.) (M)

- (g) When three or more Telephone Companies are involved in providing an Access Service, the intermediate Telephone Company(s) will determine the appropriate charges as set forth in (c) through (f) preceding. Additionally, when a segment of the Tandem Switched Facility, Direct Trunked Facility or Channel Mileage Facility is measured to the intermediate office(s), the Tandem Switched Termination, Direct Trunked Termination or Channel Mileage Termination rates are also applied at the intermediate Telephone Company(s) office(s). (T) (C) (C)

ACCESS SERVICE2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.7 Access Services Provided by More Than One Telephone Company(B) Meet Point Billing (Cont'd)(3) Determination of Meet Point Billed Local Transport and Channel
Mileage Charges (Cont'd)(h) Example - Switched Access (T)

Layout

- Feature Group D Switched Access is ordered to End Office A. (C)
- End Office A is in the operating territory of Telephone Company A (TC A). (C)
- Customer designated premises is in the operating territory of Telephone Company B (TC B). (C)

Telephone Company A
(TC A)
Operating Territory

Telephone Company B
(TC B)
Operating Territory

(C)

(C)

ACCESS SERVICE2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.7 Access Services Provided by More Than One Telephone Company(B) Meet Point Billing (Cont'd)(3) Determination of Meet Point Billed Local Transport and Channel Mileage Charges (Cont'd)(h) Example - Switched Access (Cont'd)

The following example reflects the rate calculations for TC A. Rates for a company not participating in this tariff would appear in that company's access tariff.

- Assume:

Airline miles (ALM) TC A premises to TC B
Serving Wire Center = 22.1 , rounded = 23 .

Billing Percentage (BP)

TC A = 80%

TC B = 20%

Access Minutes (AM) = 9000

Tandem Switched Facility Rate = TSF

Tandem Switched Termination Rate = TST

Tandem Switching Rate = TS

Transport Interconnection Charge = TIC (C)

Carrier Common Line Charge = CCL

End Office Charges = EO

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Access Services Provided by More Than One Telephone Company

(B) Meet Point Billing (Cont'd)

(3) Determination of Meet Point Billed Local Transport and Channel Mileage Charges (Cont'd)

(h) Example - Switched Access (Cont'd)

- Telephone Company A charges are:

Tandem Switched Facility charge
= 9,000 min. x 23 mi. x 80% x TSF rate

Tandem Switched Termination charge
= 9,000 min. x TST rate

Tandem Switching charge
= 9,000 x TS rate

Transport Interconnection charge
= 9,000 min. x TIC rate

Carrier Common Line charge
= 9,000 min. x CCL rate

End Office Charges
= 9,000 min. x EO rates

(C)
(C)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.5 Connections

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

(x)

(x) Filed under authority of Special Permission No. 93-598 of the Federal Communications Commission.

ACCESS SERVICE2. General Regulations (Cont'd)2.6 Definitions

Certain terms used herein are defined as follows:

800 Series Service

800 Series Service is a generic term for access services associated with toll free numbers, which include 800, 888, 877, 866, 855, 844, 833 and 822.

800 Series Data Base Access Service

800 Series Data Base Access Service is a generic term for data base access services associated with toll free numbers, which include 800, 888, 877, 866, 855, 844, 833 and 822.

Access Code

The term "Access Code", with the exception of Feature Group B (FGB) with an Abbreviated Dial Arrangement (ADA), denotes a uniform access code assigned by the Telephone Company to an individual customer in the form of 10XXX or 101XXX X and 950-XXXX.

Access Minutes

For the purpose of calculating chargeable usage, the term "Access Minutes" denotes customer usage of exchange facilities in the provision of interstate or foreign service. 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 exchanges, as applicable.

Access Order

For Local Number Portability Query Service, N-1 telecommunications carriers who arrange in advance for the Telephone Company to perform queries on their behalf must identify where calls will terminate, i.e., which end office or tandem switch, and provide rolling three months estimates of the volume of traffic including estimated total monthly traffic and maximum busy hour volumes and the Telephone Company switch to which this traffic volume is routed.

(T)

ACCESS SERVICE2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Access Tandem

The term "Access Tandem" denotes a Telephone Company or centralized equal access provider switching system that provides a concentration and distribution function for originating or terminating traffic between end offices and a customer designated premises.

Add/Drop Multiplexing

The term "Add/Drop Multiplexing" denotes a multiplexing function offered in connection with SONET that allows lower level signals to be added or dropped from a high speed optical carrier channel in a wire center. The connection to the add/drop multiplexer is via a channel to a Central Office Port at a specific digital speed (i.e., DS3, DS1, etc.)

Advanced Intelligent Network (AIN)

The term "Advanced Intelligent Network (AIN)" denotes a telecommunications network architecture that uses databases to facilitate call processing, call routing, and network management, allowing carriers to change the routing of both inbound and outbound calls from moment to moment.

Aggregator

The term "Aggregator" denotes any entity 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.

Answer/Disconnect Supervision

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

Asymmetrical Digital Subscriber Line (ADSL)

The term "Asymmetrical Digital Subscriber Line (ADSL)" denotes an access technology that allows voice and high speed data to be sent simultaneously over local exchange service facilities. ADSL supports data rates of up to 1.544 Mbps when receiving data (downstream rate) and up to 512 kbps when sending data (upstream rate).

(C)
(C)Asynchronous Transfer Mode (ATM)

The term "Asynchronous Transfer Mode (ATM)" denotes a high speed networking technology that utilizes fixed-length cells. ATM is connection-oriented and provides traffic routing prioritization parameters which enable different types of traffic such as voice, data and video to be carried over the same network.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Attenuation Distortion

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

Balance (100 Type) Test Line

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

Billing Name and Address

The term "Billing Name and Address" (BNA) means the name and address provided to a local exchange company by each of its local exchange customers to which the local exchange company directs bills for its services.

(N)
|
(N)

Bit

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

Business Day

The term "Business Day" denotes the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 a.m. to 5:00 or 6:00 p.m., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, Business Day hours for the Telephone Company may vary based on company policy, union contract and location.

ACCESS SERVICE2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Busy Hour Minutes of Capacity (BHMC)

The term "Busy Hour Minutes of Capacity (BHMC)" denotes the customer specified maximum amount of Switched Access Service and/or Directory Assistance Service access minutes the customer expects to be handled in an end office switch during any hour in an 8:00 a.m. to 11:00 p.m. period for the Feature Group and/or Directory Assistance Service ordered. This customer specified BHMC quantity is the input data the Telephone Company uses to determine the number of transmission paths for the Feature Group and/or Directory Assistance Service ordered.

Call

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

Carrier or Common Carrier

See Interexchange Carrier.

Carrier Identification Code (CIC)

The term "Carrier Identification Code (CIC)" denotes a numeric code assigned by the North American Numbering Plan (NANP) Administrator for the provisioning of Feature Group B or Feature Group D Switched Access Services. The numeric code is unique to each carrier and is used by the Telephone Company to route switched access traffic to the Customer Designated Premises.

(N)
—
(N)

CCS

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

Cell

The term "Cell" denotes the fixed-length packet used to carry data across an Asynchronous Transfer Mode (ATM) network. A "Cell" consists of 53 bytes, five of which carry header information.

(N)
—
(N)

Central Office

See End Office.

ACCESS SERVICE2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Central Office Maintenance Technician

The term "Central Office Maintenance Technician" denotes a Telephone Company employee who performs installation and/or repair work, including testing and trouble isolation, within the Telephone Company Central Office.

Central Office Prefix

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

Channel(s)

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

Channel Service Unit

The term "Channel Service Unit" denotes equipment which performs one or more of the following functions: termination of a digital facility, regeneration of digital signals, detection and/or correction of signal format error, and remote loop back.

Channelize

The term "Channelize" denotes the process of multiplexing- demultiplexing wider bandwidth or higher speed channels into narrower band-width or lower speed channels.

Clear Channel Capability

The term "Clear Channel Capability" denotes the ability to transport twenty-four 64 Kbps over a DS1 Mbps High Capacity service via a B8ZS line code format.

C-Message Noise

The term "C-Message Noise" denotes the frequency weighted average noise within an idle voice channel. 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.

ACCESS SERVICE2. General Regulations (Cont'd)2.6 Definitions (Cont'd)C-Notched Noise

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

Coin Station

See Pay Telephone.

Committed Information Rate

The term "Committed Information Rate" denotes the transmission speed specified by the customer at which the Frame Relay Access Service network commits to transfer data between two ports.

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Common Line

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

Common Channel Signaling

The term "Common Channel Signaling" (CCS) denotes a high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. Its purpose is to carry addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points in the CCS network.

Communications System

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

Customer(s)

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this tariff, including both Interexchange Carriers (ICs) and End Users.

ACCESS SERVICE2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Customer Designated Premises

The term "Customer Designated Premises" denotes the premises specified by the customer for the provision of Access Service.

Customer Node

The term "Customer Node" denotes Telephone Company provided equipment located at a customer designated premises that terminates a high speed optical channel.

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Data Transmission (107 Type) Test Line

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

Decibel

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

Decibel Reference Noise C-Message Weighting

The term "Decibel Reference Noise C-Message Weighting" denotes noise power measurements with C-Message Weighting in decibels relative to a reference 1000 Hz tone of 90 dB below 1 milliwatt.

Decibel Reference Noise C-Message Referenced to O

The term "Decibel Reference Noise C-Message Referenced to O" denotes noise power in "Decibel Reference Noise C-Message Weighting" referred to or measured at a zero transmission level point.

Detail Billing

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

Certain material formerly found on this page now appears on Original Page 2-64.1

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Digital Subscriber Line (DSL)

The term "Digital Subscriber Line (DSL)" denotes an access technology that allows simultaneous voice and high speed data to be sent over local exchange service facilities. (C)

Digital Subscriber Line (DSL) Access Service Connection Point

The term "Digital Subscriber Line (DSL) Access Service Connection Point" is a location designated by the Telephone Company that serves as an aggregation point for the collection of Telephone Company DSL traffic from multiple Digital Subscriber Line Access Multiplexers (DSLAMs) or comparable packet-mode data modem equipment.

Digital Switched 56 Service

A switched access optional feature available with Feature Group D Access, which provides for data transmission at up to 56 Kilobits per second.

Direct-Trunked Transport

The term "Direct-Trunked Transport" denotes transport from the serving wire center to the end office or from the serving wire center to the access tandem on circuits dedicated to the use of a single customer.

ACCESS SERVICE2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Directory Assistance (Interstate)

The term "Directory Assistance" denotes the provision of telephone numbers by a Telephone Company operator when the operator location is accessed by a customer by dialing NPA + 555-1212 or 555-1212.

Directory Assistance Location (Interstate)

The term "Directory Assistance Location" denotes a Telephone Company office where telephone company equipment first receives the Directory Assistance call from the customer's end user and selects the first operator position to respond to the Directory Assistance call.

Directory Number (DN)

Denotes a unique NPA-NXX-XXXX assigned to a subscriber of a Local Service Provider.

Downstream

The term "Downstream" as used in the context of DSL is the transmission path from the Telephone Company's Wholesale DSL Access Service Connection Point to the point of demarcation at the customer designated end user customer premises.

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Dual Tone Multifrequency Address Signaling

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

Donor Switch

Denotes the original switch source of an NXX that has been designated as portable and from which a subscriber has moved their service, while retaining their Directory Number, to a different service provider's switch.

Echo Control

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

Certain material formerly found on this page now appears on Original Page 2-64.1

ACCESS SERVICE2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Echo Path Loss

The term "Echo Path Loss" denotes the measure of reflected signal at a 4-wire point of interface without regard to the send and receive Transmission Level Point.

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.

Effective 2-Wire

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

Effective 4-Wire

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

End Office

The term "End Office" denotes a local Telephone Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks. This term includes Remote Switching Modules/Systems served by a Host Central Office in a different wire center.

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 a telephone company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes, and a person or entity that offers telecommunications service 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.

Certain material currently found on this page formerly appeared on 1st Revised Page 2-65.

ACCESS SERVICE2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Enhanced Service

The term "Enhanced Service", as defined in Part 64 of the F.C.C.'s Rules and Regulations, are services "...offered over common carrier transmission facilities used in interstate communications, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the subscriber's transmitted information; provide the subscriber additional, different, or restructured information; or involve subscriber interaction with stored information."

Entrance Facility

The term "Entrance Facility" denotes a Switched Access Service dedicated Local Transport facility between the customer's serving wire center and the customer designated premises.

Entry Switch

See First Point of Switching.

Envelope Delay Distortion

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

Equal Level Echo Path Loss

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

Ethernet

Ethernet is a local area network (LAN) used for connecting computers, terminals, servers, etc. within the same building or office campus. Ethernet operates over twisted wire or coaxial cable at speeds up to ten million bits per second (10 Mbps). "Fast Ethernet" can operate at speeds up to 100 Mbps. In the LAN context, Ethernet is a physical link protocol reflecting the two lowest layers of the DNA/OSI model. Ethernet LANs can generally connect to Asynchronous Transfer Mode (ATM) Cell Relay Service (CSR) networks at port speeds of 10 Mbps, 100 Mbps and one billion bits per second (1 Gigabit or "Gbps"). Standards for CPE connected to Telephone Company ATM-CRS ports are specified in Technical Reference IEEE Std. 802.3, Part 3, Clause 15 for 10BASE-F, Clause 26 for 100BASE-F and Clauses 34 through 38 for 1000BASE-X connections.

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Material previously appearing on this page now appears on Original Page 2-67.1.

ACCESS SERVICE2. 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, established by the Telephone Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. The exchange includes any Extended Area Service area that is an enlargement of a Telephone Company's exchange area to include nearby exchanges. One or more designated exchanges comprise a given local access and transport area.

Exit Message

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

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Material currently found on this page previously appeared on 1st Revised Page 2-67.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Expected Measured Loss

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

Extended Area Service

See Exchange.

Extended PVC

The term "Extended PVC" denotes the interconnection of a port on a telephone company's frame relay switch with a port on another interconnected telephone company's frame relay switch.

First Point of Switching

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

Frame

The term "Frame" denotes a group of data bits in a specific format, which enables network equipment to recognize the meaning and purpose of the specific bits.

Frame Relay Access Connection (FRAC)

The Term "Frame Relay Access Connection (FRAC)" denotes the physical facility, including the associated port, between the end user's data terminal equipment and the Telephone Company's frame relay switch.

Frame Relay Access Customer Port

The term "Frame Relay Access Customer Port" denotes the physical location in the telephone company switching offices where the access customer's special access facility connects to the telephone company's Frame Relay Access Service network. It specifies how a frame relay switch sends and receives data from a frame relay access customer's network.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Frame Relay Access Service

The term "Frame Relay Access Service" denotes a medium-speed, connection-oriented packet-switched data service that allows for the interconnection of Local Area Networks or other compatible end user customer premises equipment for the purpose of connecting to an access customer's interstate network.

Frame Relay End User Port

The term "Frame Relay End User Port" denotes the physical location in the telephone company switching office where the special access facility of the customer connects to the Frame Relay Access Service Network. It receives the data frame from the end user customer's Local Area Network or other compatible CPE devices and verifies that the end user connection and the corresponding access customer connection are valid before relaying the frame to the destination end point.

Frame Relay Inter-network Connection (FRIC)

The term "Frame Relay Inter-network Connection (FRIC)" denotes the physical facility, including the associated port, between the access customer's frame relay network and the Telephone Company's frame relay switch.

Frame Relay Inter-network Customer Port

The term "Frame Relay Inter-network Customer Port" denotes the physical location in the Telephone Company switching office where the access customer's Special Access facility connects to the Telephone Company's Frame Relay Access Service network. It specifies how a frame relay switch sends and receives data from a frame relay access customer's network.

Frequency Shift

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

Grandfathered

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

Host Central Office

The term "Host Central Office" denotes an electronic local Telephone Company End Office where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks. Additionally, this type of End Office contains the central call processing functions which service itself and its Remote Switching Modules/Systems.

Certain material formerly found on this page now appears on 1st Revised Page 2-69

ACCESS SERVICE2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Hub

A wire center at which bridging or multiplexing functions are performed for customers served out of any wire center.

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Immediately Available Funds

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

Impedance Balance

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

Impulse Noise

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

Individual Case Basis

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

Initial Address Message

The term "Initial Address Message" denotes an SS7 message sent in the forward direction to initiate trunk set up, reserve an outgoing trunk and process the information about that trunk along with other data relating to the routing and handling of the call to the next switch.

Inserted Connection Loss

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

Certain material currently found on this page formerly appeared on Original Page 2-68.1.

ACCESS SERVICE2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Installation and Repair Technician

The term "Installation and Repair Technician" denotes a Telephone Company employee who performs installation and/or repair work, including testing and trouble isolation, outside of the Telephone Company Central Office and generally at the customer designated premises.

Interexchange Carrier (IC) or Interexchange Common Carrier

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

Intermediate Hub

A wire center at which bridging or multiplexing functions are performed only for customers served by that wire center and wire centers that subtend the hub, as specified in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4.

Intermodulation Distortion

The term "Intermodulation Distortion" denotes a measure of the nonlinearity of a channel. It is measured using four tones, and evaluating the ratios (in dB) 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.

Inverse Multiplexing – ATM (IMA)

Inverse Multiplexing – ATM (IMA) is a specification defined by the ATM Forum that provides a way to combine an ATM cell stream over two or more circuits (i.e., DS1 lines), thus allowing an organization to lease just the bandwidth it needs. When more than DS1 capacity and less than DS3 capacity is required, IMA allows ordering bandwidth at higher than a DS1 1.544 Mbps level but lower than a DS3 44.736 Mbps level where Asynchronous Transfer Mode (ATM) service is available.

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ACCESS SERVICE2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Legal Holiday

The term "Legal Holiday" denotes days other than Saturday or Sunday for which the Telephone Company is normally closed. These include New Year's Day, Independence Day, Thanksgiving Day, Christmas Day and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed and other locally observed holidays when the Telephone Company is closed.

Line Side Connection

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

Local Access and Transport Area (LATA)

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

Local Area Network

The term "Local Area Network" denotes a network permitting the interconnection and intercommunication of a group of computers.

Local Number Portability (LNP)

The term "Local Number Portability (LNP)" denotes the ability of an end user of local exchange telecommunications service to retain an existing telephone number without impairment of quality, reliability, or convenience when switching from one local exchange telecommunications carrier to another.

Location Routing Number (LRN)

The term "Location Routing Number (LRN)" denotes a unique NPA-NXX-XXXX that serves as a routing number associated with a central office switch that has subscribers that have transferred their telephone numbers from one local exchange telecommunications carrier to another.

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Certain material formerly found on this page now appears on Original Page 2-71.1

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Loss Deviation

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

Major Fraction Thereof

The term "Major Fraction Thereof" denotes any period of time in excess of 1/2 of the stated amount of time. As an example, in considering a period of 24 hours, a major fraction thereof would be any period of time in excess of 12 hours exactly. Therefore, if a given service is interrupted for a period of thirty-six hours and fifteen minutes, the customer would be given a credit allowance for two twenty-four hour periods for a total of forty eight hours.

Message

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

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Certain material currently found on this page formerly appeared on 2nd Revised Page 2-71.

ACCESS SERVICE2. General Regulations (Cont'd)2.6 Definitions (Cont'd)N-1 Carrier

The term "N-1 Carrier" denotes the telecommunications carrier, prior to the terminating carrier, responsible for querying an LNP database to determine the routing of a call for a number portable NXX code.

Network Control Signaling

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

Nonpublished Number

A nonpublished number is a number omitted from both the published telephone directory and directory assistance records at the request of the customer. A nonpublished number is not available through directory assistance.

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Nonsynchronous Test Line

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

North American Numbering Plan

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

Off-hook

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

On-hook

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

Certain material formerly found on this page now appears on 1st Revised Page 2-71.1.

ACCESS SERVICE2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Open Circuit Test Line

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

Optical Carrier Channel

The term "Optical Carrier Channel" denotes the high speed optical communications path for transporting information utilizing a Synchronous Optical Channel platform. The channel is provided at transmission rates of 155.52 Mbps (OC3) and 622.08 Mbps (OC12).

Optical Carrier Rate (OC-N)

The term "Optical Carrier Rate" denotes the line rate being transmitted on an optical carrier channel. A SONET transmission rate is equivalent to "N" times the OC1 line rate of 51.84 Mbps.

Optical Carrier Rate Concatenated

The term "Optical Carrier Rate Concatenated" denotes the transmission of a combined signal formed by linking together multiple individual signals.

Optical Line Termination

The term "Optical Line Termination" denotes the network interface on the customer designated premises equipment that provides for an optical handoff.

Originating Direction

The term "Originating Direction" denotes the use of access service for the origination of calls from an End User Premises to an IC Premises.

Pay Telephone

The term "Pay Telephone" denotes a coin or coinless instrument provided in a public or semipublic place where Payphone Service Provider customers can originate telephonic communications and pay the applicable charges by (1) inserting coins into the equipment, or (2) using a credit card, or (3) third party billing the call or (4) calling collect.

Certain material previously found on this page can now be found on Original Page 2-73.1.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Payphone Service Provider

The term "Payphone Service Provider" denotes any entity that provides pay telephone service, which is the provision of public, semi-public or inmate pay telephone service.

Permanent Virtual Connection (PVC)

The term "PVC" denotes a software defined communications path between two port connections within the Frame Relay Access Service network.

Phase Jitter

The term "Phase Jitter" denotes the unwanted phase variations of a signal.

Point of Termination

The term "Point of Termination" denotes the point of demarcation within a customer-designated premises at which the Telephone Company's responsibility for the provision of Access Service ends.

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Material currently found on this page formerly appeared on 2nd Revised Page 2-73.

ACCESS SERVICE2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Prearranged Query

A Company will order LNP query service to perform queries that company will be responsible for performing prior to delivering any traffic to the incumbent local Telephone Company.

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Premises

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

Query Default

In LNP Query Service, a signaling message requesting the Local Routing Number (LRN) contained in the LNP Data Base for which a query has not yet been performed by the N-1 Carrier and where the N-1 carrier has not prearranged with the Telephone Company to have the queries performed on the N-1 carrier's behalf.

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Recipient Switch

Denotes any end office switch that serves Directory Numbers (DN) within a number portable NXX that is not originally assigned to the switch. Customers assigned a DN within indicated NXX that were working out of a switch other than the one originally designated are said to have ported their number to this recipient switch.

Regional Service Management System/Number Portability Administration Center

Denotes the third party administered database which maintains the information on all ported numbers in the Telephone Company's region.

Release Message

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

Remote Switching Modules/Systems

The term "Remote Switching Modules/Systems" denotes small, remotely controlled electronic end office switches which obtain their call processing capability from an electronic Host Central Office. The Remote Switching Modules/Systems cannot accommodate direct trunks to an IC.

ACCESS SERVICE2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Return Loss

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

Registered Equipment

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

Service Access Code

The term "Service Access Code" denotes a 3 digit code in the NPA format which is used as the first three digits of a 10 digit address and which is assigned for special network uses. Whereas NPA codes are normally used for identifying specific geographical areas, certain Service Access Codes have been allocated in the North American Numbering Plan to identify generic services or to provide access capability. Examples of Service Access Codes include the 800 and 900 codes.

Service Switching Point (SSP)

A Service Switching Point denotes an end office or tandem which, in addition to having SS7 and SP capabilities, is also equipped to query centralized data bases.

Serving Wire Center

The term "Serving Wire Center" denotes the wire center from which the customer designated premises would normally obtain dial tone from the Telephone Company.

Seven Digit Manual Test Line

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

Shortage of Facilities or Equipment

The term "Shortage of Facilities or Equipment" denotes a condition which occurs when the Telephone Company does not have appropriate cable, switching capacity, bridging or, multiplexing equipment, etc., necessary to provide the Access Service requested by the customer.

Short Circuit Test Line

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

Certain material currently found on this page formerly appeared on 1st Revised Page 2-74.

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ACCESS SERVICE2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Signal-to-C-Notched Noise Ratio

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

Signaling Point (SP)

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

Signaling Point of Interface (SPOI)

The term "Signaling Point of Interface (SPOI)" denotes the customer designated location where the SS7 signaling information is exchanged between the Telephone Company and the customer.

Signaling System 7 (SS7)

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

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.

Signal Transfer Point (STP) Port

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

Signaling Return Loss

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

Special Order

The term "Special Order" denotes an order for a Directory Assistance Service.

Standard PVC

The term "Standard PVC" denotes the interconnection of ports on the same frame relay switch.

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Certain material currently found on this page formerly appeared on 2nd Revised Page 2-75

ACCESS SERVICE2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Study Area

The term "Study Area" denotes a geographic area within a state in which a Telephone Company operates. This geographic area normally does not cross state lines.

Subtending End Office of an Access Tandem

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

Super Intermediate Hub

A wire center at which bridging or multiplexing functions are performed for Customers served by all wire centers in the LATA. A Super Intermediate Hub can be restricted to one or more designated NPAs within a LATA and/or to wire centers that are owned by the same telephone company as the hub.

Symmetrical Digital Subscriber Line (SDSL)

The term "Symmetrical Digital Subscriber Line (SDSL)" denotes an access technology that allows high speed data to be sent over local exchange service facilities. SDSL supports the transmission of data signals at the same speed when receiving data (downstream rate) and transmitting data (upstream rate).

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Synchronous Optical Network (SONET)

The term "SONET" denotes a North American Standard for high speed synchronous optical channels having minimum transmission rates of 51.84 Mbps. The standard SONET optical carrier rate of 51.84 Mbps. is called OC1; the equivalent electrical signal rate is called STS-1. SONET standardizes higher transmission bit rates, "OCN", as exact multiples of OC1 (N X 51.84 Mbps.). For example, OC3 equals 3 X 51.84 Mbps.

Synchronous Test Line

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

Synchronous Transport Signal (STS)

The term "Synchronous Transport Signal" denotes a 51.84 Mbps. electrical signal used within the SONET optical carrier network. The signal consists of the information content and the overhead used by SONET. The overhead is used for controlling, framing and maintaining the STS signal so it can be directly connected to other SONET carrier channels. STS signals are in exact multiples of 51.84 Mbps. (STS-1 is 51.84 Mbps., STS-3 is 155.52 Mbps., etc.).

ACCESS SERVICE2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Tandem Switched Transport

The term "Tandem Switched Transport" denotes transport from the serving wire center to the end office, or from the tandem to the end office, that is switched at a tandem.

Terminating Direction

The term "Terminating Direction" denotes the use of Access Service for the completion of calls from an IC premises to an End User Premises.

Terminus Hub

A wire center at which bridging or multiplexing functions are performed only for Customers served directly by the same wire center.

Throughput

The term "Throughput" denotes the number of data bits successfully transferred in one direction per unit of time.

Transmission Measuring (105 Type) Test Line/Responder

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

Transmission Path

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

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Material currently found on this page formerly appeared on 4th Revised Page 2-77 and 2nd Revised Page 2-78.

ACCESS SERVICE2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Trunk

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

Trunk Group

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

Trunk Side Connection

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

Two-Wire to Four-Wire Conversion

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

Unlisted Number

An unlisted number is a listing omitted from the published telephone directory at the request of the customer. A number that is unlisted rather than nonpublished remains available for directory assistance.

(N)

|

(N)

Upstream

The term "Upstream" as used in the context of DSL Access Service is the transmission path from the point of demarcation at the customer designated end user premises to the DSL Access Service Connection Point.

V and H Coordinates Method

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

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 the closed-end of WATS or WATS-type services.

Wireless Switching Center

The term "Wireless Switching Center" (WSC) denotes a Wireless Service Provider (WSP) switching system that is used to terminate wireless stations for purposes of interconnection to each other and to trunks interfacing with the public switched network.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Wire Center

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

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(M)

Certain material currently found on this page formerly appeared on 1st Revised Page 2-78.

ACCESS SERVICE

3. Federal Universal Service Charge, ISDN Line Ports and DS1 Line Port

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Carriers providing services under this tariff section.

(N)

| Carrier | Federal Universal Service Charge Billed Pursuant to this Tariff Section 3.9 | ISDN Line Ports Billed Pursuant to this Tariff Section 3.10 | DS1 Line Ports Billed Pursuant to this Tariff. Section 3.11 |
|---|--|---|---|
| Concord Telephone Company (North Carolina) | X | X | X |
| Interstate Telephone Company (Georgia) | X | X | |
| Warwick Valley Telephone Company (New York and New Jersey) | X | X | |

Issuing carriers for this tariff not listed above bill the Federal Universal Service Charge and provide ISDN Line Ports and DS1 Line Ports pursuant to Sections 3.9, 3.10 and 3.11, respectively, of National Exchange Carrier Association (NECA) Tariff F.C.C. No. 5.

(N)

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ACCESS SERVICE

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ACCESS SERVICE3. Carrier Common Line Access Service and Federal Universal Service Charge (Cont'd)3.9 Federal Universal Service Charge

The Federal Universal Service Charge (FUSC) recovers the Telephone Company's contribution to various federal universal service funds. The Telephone Company will apply the FUSC either through flat-rated, monthly line charges assessed to end users under this Tariff or through application of the FUSC Surcharge Percentage Factor.

(T) (x)

3.9.1 Applicability of FUSC Charges under this Tariff

The FUSC as set forth in Section 17.1.3, following, will be billed by only those Issuing Carriers contributing to the universal service funds and who bill common line charges based on rates, terms and conditions in this Tariff. For purposes of application of FUSC charges under this Tariff, end users shall include wholesale purchasers of Public Packet Data Network Services under Section 16 of this Tariff. FUSC charges will not apply to any Interstate Common Line, Interstate Special Access or Public Packet Data Network Services purchased by customers who resell these services to end users as part of an interstate telecommunications service and are thereby required to contribute to the various federal universal service funds. In case of a dispute regarding whether the customer is reselling services and contributing to the various federal universal service funds, the Telephone Company may request a signed certification to that effect from the customer.

(T) (x)

(T) (x)
(T) (x)

3.9.2 Rate Application

(A) Unless otherwise indicated in the respective issuing carrier's rate section in this Tariff, all recurring and nonrecurring interstate charges billed by the Telephone Company to end users under this Tariff will be subject to FUSC charges based on application of the FUSC Surcharge Percentage Factor as set forth in Section 17.1.3.

(T) (x)

(T) (x)

(B) Where indicated in the respective issuing carrier's rate section in this Tariff, FUSC charges related to specific end user charges will be billed by the Telephone Company at a flat rate amount as set forth for the respective end user charge as set forth in Section 17.1.3. For issuing carriers indicating flat rate amounts for FUSC charges related to certain end user charges, FUSC charges for end user charges without indication of a flat rate amount will be billed by the Telephone Company at the FUSC Surcharge Percentage Factor as set forth in Section 17.1.3.

(T) (x)

(x) Filed under authority of Special Permission No. 03-030 of the Federal Communications Commission.

ACCESS SERVICE3. **Federal Universal Service Charge, ISDN Line Ports and DS1 Line Port (Cont'd)**3.10 **ISDN Line Ports (1)**

When an end user is provided Integrated Services Digital Network (ISDN) Basic Rate Interface (BRI) and/or ISDN Primary Rate Interface (PRI) local exchange service by the Telephone Company under the general or local exchange tariff, ISDN Line Port rates apply. ISDN Line Port rates recover the costs of ISDN line ports to the extent these costs exceed the cost of a line port used for basic, analog service.

When an end user temporarily suspends its local exchange service that is associated with ISDN BRI and/or ISDN PRI, one-half of the ISDN Line Port rate per month will be temporarily suspended for the time period the local exchange service is suspended.

3.10.1 **Rate Application**

Rates for ISDN Line Ports are set forth in Section 17.1.4, following.

The monthly rate applies to each ISDN service arrangement ordered from the Telephone Company's general or local exchange tariff, as described below.

- The ISDN BRI Line Port rate applies to each ISDN BRI arrangement.
- The ISDN PRI Line Port rate applies to each ISDN PRI arrangement.

3.11 **DS1 Line Port**

When an end user is provided a DS1 (1.544 Mbps) local exchange service by the Telephone Company under the general and/or local exchange tariff(s), and where the end user provides the terminating channelization equipment, a DS1 Line Port rate will apply. The DS1 Line Port rate recovers the line port costs of the DS1 channel service to the extent these costs exceed the cost of a line port used for basic, analog service.

When an end user temporarily suspends its local exchange service that is associated with DS1 channel service, one-half of the DS1 Line Port rate per month will be temporarily suspended for the time period the local exchange service is suspended.

3.11.1 **Rate Application**

The DS1 Line Port rate is set forth in Section 17.1.5, following. This monthly rate applies to each DS1 (1.544 Mbps) channel service ordered from the Telephone Company's general and/or local exchange tariff, where the end user provides the terminating channelization equipment.

- (x) The regulations, terms and conditions for BRI and PRI End User Port Charges formerly appeared on Page 4-7 at Section 4.6.8.

ACCESS SERVICE4. End User Access Service

The Telephone Company will provide End User Access Service (End User Access) to end users who obtain local exchange service from the Telephone Company under its general and/or local exchange tariffs.

4.1 General Description

End User Access provides for the use of an End User Common Line (EUCL).

4.2 Limitations(A) Exclusions

Telephone number detail billing, directory listings and intercept arrangements are not included with End User Access.

(B) Lifeline Assistance

Lifeline Assistance plans may reduce or eliminate End User Access Charges to certain qualifying end users. Jurisdictions where such locally approved assistance plans are in effect are set forth in 17.1.3 following.

4.3 Undertaking of the Telephone Company

The Telephone Company will provide End User Access at rates and charges as set forth in 17.1.2 as follows:

(C)

- Use of an EUCL for interstate Access Services provided under this tariff. Such use will be provided when the end user obtains local exchange service.
- The Telephone Company will be responsible for contacts and arrangements with customers for the billing of End User Access charges.

ACCESS SERVICE4. End User Access Service (Cont'd)4.4 Obligations of Radio Common Carriers

When the end user is a Radio Common Carrier (RCC) or provider of paging service, such end users shall designate whether the local exchange service they are provided by the Telephone Company is used as an access line for RCC or paging services, or used as an administrative line.

4.5 Payment Arrangements and Credit Allowances4.5.1 Minimum Period

The minimum period for which EUCL End User Access is provided to an end user and for which charges are applicable is the same as that in the general and/or local exchange tariffs for the associated local exchange service.

4.5.2 Cancellation of Orders

End User Access is cancelled when the order for the associated local telephone exchange service is cancelled. No cancellation charges apply.

4.5.3 Changes to Orders

When changes are made to orders for the local exchange service associated with End User Access, any necessary changes will be made for End User Access. No charges will apply.

4.5.4 Allowance for Interruptions

When there is an interruption to an EUCL, requested End User Access credit allowances for interruptions will be provided as set forth for credit allowance for interruptions in 2.4.4 preceding.

4.5.5 Temporary Suspension of Service

When an end user temporarily suspends its local exchange service which is associated with EUCL, one-half of the EUCL per month charge will be temporarily suspended for the time period the local exchange service is suspended.

ACCESS SERVICE4. End User Access Service (Cont'd)4.6 Rate Regulations4.6.1 Who Is Billed

EUCL per month charges will be billed to the end user of the associated Local Exchange Service.

4.6.2 Multiparty Service

The EUCL charge for each multiparty subscriber shall be assessed as if the subscriber had subscribed to single-party service.

4.6.3 Pay Telephone Service

The EUCL-Multiline Business rate will be assessed when a Payphone Service Provider obtains an exchange service line for the purposes of offering pay telephone service.

(C)
|
(C)

4.6.4 Business Services(A) Single Line Service

When an end user is provided a single local business exchange service in a state, multiparty and centrex services included, and when the local business exchange service is provided under the general and/or local exchange or centrex service tariffs, the EUCL Single Line Business - Individual line or trunk rate as set forth in 17.1.2(B) following, applies to each such business individual line or trunk. In the case of multiparty service, each party is deemed to be a user of an EUCL.

(C)

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ACCESS SERVICE

4. End User Access Service (Cont'd)

4.6 Rate Regulations (Cont'd)

4.6.4 Business Services (Cont'd)

(B) Multiline Service

When an end user is provided more than one local business exchange service in a state by the same Telephone Company, pay telephone, multiparty and centrex services included, and when the local exchange service is provided under the general and/or local exchange or centrex service tariffs, the EUCL-Multiline Business - Individual line or trunk rate as set forth in 17.1.2(C) following, applies to each such Multiline Business individual line or trunk. In the case of multiparty service, each party is deemed to be a user of an EUCL. (C) (T)

ACCESS SERVICE4. End User Access Service (Cont'd)4.6 Rate Regulations (Cont'd)4.6.4 Business Services (Cont'd)(C) Centrex CO and Centrex CO-like Services

Business or residence single line or multiline usage for Centrex CO and Centrex CO-like services is determined as set forth in 4.6.4 (A) and (B) preceding. Centrex CO or CO-like service provided to a college, university or school may serve both the college, university or school offices and the student or faculty dormitory (residential) quarters. When provided to residential quarters, the residential portion of the service is commonly known as dormitory service. Residential charges will apply to lines to the student or faculty dormitory (residential) quarters as set forth in 17.1.2(A) following. Business charges for lines to the university, college or school offices will apply as set forth in 17.1.2(C) following. Charges shall be based on the number of residence and business lines reported to the Telephone Company by the end user.

ACCESS SERVICE4. End User Access Service (Cont'd)4.6 Rate Regulations (Cont'd)4.6.5 Radio Common Carriers

For each local exchange service used only as a path for the transmission of Radio Common Carrier (RCC) traffic between the Telephone Company serving wire center and the RCC's radio equipment, End User Access Charges do not apply. (T)
End User Access Charges will apply to the Radio Common Carrier's local exchange service used for administrative purposes. This shall also include those Radio Common Carriers providing maritime service under Part 80 of the FCC Rules and Regulations. (x)
(x)

A Radio Common Carrier is described as a common carrier engaged in the provision of Public Mobile Service, as defined in Part 22 of the FCC Rules and Regulations which is not also in the business of providing landline local exchange telephone service. (x)

4.6.6 Remote Call Forwarding

For each local exchange service provided as Remote Call Forwarding (RCF) residential or business service, under the general and/or local exchange service tariffs, End User Access Charges do not apply. (T)

(x) Filed under authority of Special Permission No. 93-598 of the Federal Communications Commission.

ACCESS SERVICE4. End User Access Service (Cont'd)4.6 Rate Regulations (Cont'd)4.6.7 Residence Services(A) Single Line and Multiline Service

When an end user is provided local residence exchange service(s) in a state, multiparty and Centrex services included, and when the local residence exchange or centrex service is provided under the general and/or local exchange or Centrex service tariffs, the EUCL Residence - Individual line or trunk rate as set forth in 17.1.2(A) following, applies to each such local residence exchange trunk. In the case of multiparty service each party is deemed to be a user of an EUCL.

(M)

(M)

4.6.8 Integrated Services Digital Network (ISDN) Services

(N)

(A) ISDN Basic Rate Interface (BRI)

When an end user is provided residence or business local exchange service under any general and/or local exchange service tariff(s) using an Integrated Services Digital Network (ISDN) Basic Rate Interface (BRI) arrangement, one (1) EUCL Residence - Individual line or trunk charge as set forth in Section 17.1.2(A), following, or, one (1) EUCL Single Line Business - Individual line or trunk charge as set forth in Section 17.1.2(B), following, applies to each ISDN BRI arrangement.

(N)

(M) The regulations, terms and conditions for BRI and PRI End User Port Charges formerly on this page now appear on Page 3-26 at Section 3.10.1.

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ACCESS SERVICE4. End User Access Service (Cont'd)4.6 Rate Regulations (Cont'd)4.6.8 Integrated Services Digital Network (ISDN) Services (Cont'd)

(N)

(A) ISDN Basic Rate Interface (PRI)

When an end user is provided residence or business local exchange service under any general and/or local exchange service tariff(s) using an Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) arrangement, five (5) EUCL - Multiline Business Individual line or trunk charges as set forth in Section 17.1.2(C), following, apply to each ISDN PRI arrangement.

4.6.9 DS1 Channel Service

(x)

When an end user is provided local exchange service under any general and/or local exchange tariff(s) using a DS1 (1.544 Mbps) channel service where the customer provides the terminating channelization equipment, five(5) EUCL - Multiline Business Individual line or trunk charges as set forth in Section 17.1.2 (C), following, apply to each DS1 channel service.

(N) (x)

- (x) Filed pursuant to the Federal Communications Commission's Order Granting Petition for Rulemaking, Notice of Proposed Rulemaking, and Order Granting Interim Partial Waiver, WC Docket No. 04-259, RM-10603, released July 19, 2004. National Exchange Carrier Association Petition to Amend Section 69.104 of the Commission's Rules. Granted on an interim basis, the above mentioned waiver expires at such time as the Commission resolves the issues raised in the Notice of Proposed Rulemaking

Transmittal No. 109

ACCESS SERVICE5. Access Ordering5.1 General

This section sets forth the regulations and order related charges for services set forth in other sections of this tariff. Order related charges are in addition to other applicable charges for the services provided.

An Access Order is an order to provide the customer with Switched and Special Access and Public Packet Data Network or Access Related Service or to provide changes to existing services. (C)

The regulations, rates and charges for special construction are set forth in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 3 and are in addition to the regulations, rates and charges specified in this section. (x)
(x)

A customer may order any number of services of the same type and between the same premises on a single Access Order. All details for services for a particular order must be identical except for those for multipoint service.

The customer shall provide to the Telephone Company the order information required in 5.2 following, and in addition the customer must also provide:

- Customer name and premises address(es).
- Billing name and address (when different from customer name and address).
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

(x) Filed under authority of Special Permission No. 93-598 of the Federal Communications Commission.

ACCESS SERVICE

5. Access Ordering (Cont'd)

5.1 General (Cont'd)

5.1.1 Service Installation

The Telephone Company will provide the Access Service in accordance with the customer's requested service date, subject to the constraints established by the Telephone Company schedule of applicable service dates.

The Telephone Company shall make available to all customers, upon request, a schedule of applicable service intervals for Switched Access, Special Access and Public Packet Data Network Services. The schedule shall specify the applicable service interval for services and the quantities of services that can be provided by a requested service date. Any associated material will be provided upon request and within a reasonable period of time.

(C)
(C)

The Telephone Company will not accept orders for service dates which exceed the applicable service date by more than six months.

Access Services will be installed during Telephone Company business days. If a customer requests that installation be done outside of scheduled work hours, and the Telephone Company agrees to this request, the customer will be subject to applicable Additional Labor Charges as set forth in 17.4.3(A) following.

ACCESS SERVICE5. Access Ordering (Cont'd)5.1 General (Cont'd)5.1.2 Expedited Orders

When placing an Access Order, a customer may request a service date that is prior to the applicable service date. Additionally, a customer may also request an earlier service date on a pending Access Order. In this case, an Access Order modification as set forth in 5.4 following would be required. If the Telephone Company determines that the service can be provided on the requested date and that additional labor cost or extraordinary costs are required to meet the requested service date, the customer will be notified and will be provided with an estimate of the additional charges involved. Charges will be billed at actual cost, not to exceed 10 percent over estimated charges. Such additional charges will be determined and billed to the customer as explained following. (T)

To calculate the additional labor charges, the Telephone Company will, upon authorization from the customer to incur the additional labor charges, keep track of the additional labor hours used to meet the request of the customer and will bill the customer at the applicable Additional Labor charges as set forth in 17.4.3(A) following.

To develop, determine and bill the customer the extraordinary costs which may be involved, the Special Construction terms and conditions as set forth in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 3 will be used by the Telephone Company. Authorization to incur the costs and to bill the customer will be in accordance with the terms and conditions of NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 3. (x)
(x)
(x)
(x)

When the request for expediting occurs subsequent to the issuance of the Access Order, a Service Date Change Charge as set forth in 17.4.1(B) following also applies.

(x) Filed under authority of Special Permission No. 93-598 of the Federal Communications Commission.

ACCESS SERVICE

5. Access Ordering (Cont'd)

5.1 General (Cont'd)

5.1.3 Selection of Facilities for Access Orders

The option to request a specific transmission path or channel is only provided for High Capacity Facilities Special Access, or as provided for under Special Facilities Routing as set forth in Section 11. following .

(C)
(C)

When there are High Capacity facilities to a hub on order or in service for the customer's use, the customer may request a specific channel or transmission path be used to provide the Switched or Special Access Service requested in an Access Order. The Telephone Company will make a reasonable effort to accommodate the customer request.

ACCESS SERVICE5. Access Ordering (Cont'd)5.2 Ordering Requirements5.2.1 Switched Access Service

When ordering Switched Access service, the customer must specify whether the service is to be provided as (1) Direct Trunked Transport to the end office, (2) Direct Trunked Transport to a tandem which connects with Tandem Switched Transport from the tandem to the end office or (3) Tandem Switched Transport to the end office. When all or a portion of service is ordered as Direct Trunked Transport, the customer must specify the type and quantity of Direct Trunked Transport facility (e.g., Voice Grade or High Capacity DS1 or DS3).

The Customer must also specify the type of Entrance Facility to be used for Switched Access (e.g., Voice Grade or High Capacity). For High Capacity Entrance Facilities, the customer must specify the facility assignment and the channel assignment for each trunk.

Direct Trunked Transport is available at all tandems and at all end offices except those end offices identified in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4 as not having the capability to provide Direct Trunked Transport. Direct Trunked Transport is not available: (1) from end offices that provide equal access through a Centralized Equal Access arrangement, or (2) from end offices that lack recording or measurement capability.

Normally, Direct Trunked Transport of originating 800 calls from an end office is available only from Service Switching Point (SSP) equipped end offices. However, certain non-SSP equipped end offices can accommodate direct trunking of originating 800 calls. These end offices are also identified in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC., TARIFF F.C.C. No. 4.

When the customer has both Tandem Switched Transport and Direct Trunked Transport at the same end office, the customer will be provided Alternate Traffic Routing as set forth in 6.4.6 following.

At the customer's request, its Local Transport may be connected to the Entrance Facility of another customer, providing the other customer submits a Letter of Authorization for this connection and assumes full responsibility for the cost of the Entrance Facility.

(N)

(N)

ACCESS SERVICE5. Access Ordering (Cont'd)5.2 Ordering Requirements5.2.1 Switched Access Service (Cont'd)(A) Feature Group A

Orders for Feature Group A Switched Access Service shall be in lines.

When placing an order for Feature Group A Switched Access Service, the customer shall provide the following information in addition to that set forth in 5.1 preceding:

- The number of lines and the first point of switching (i.e., Dial Tone Office);
 - Optional Features;
 - Whether the Off-hook Supervisory Signaling is provided by the customer's equipment before the called party answers, or is forwarded by the customer's equipment when the called party answers;
 - Lines to be provided as single lines;
 - Lines to be arranged in multiline hunt group arrangements;
 - Directionality (1-way, 2-way, etc.);
 - A projected Percentage of Interstate Use (PIU) as set forth in 2.3.11 preceding; and
 - The Interexchange Carrier to which the service is connected or, in the alternative, specify the means by which the FGA access communications are transported to another state .
- (T)

ACCESS SERVICE5. Access Ordering (Cont'd)5.2 Ordering Requirements (Cont'd)5.2.1 Switched Access Service (Cont'd)(B) Feature Group B

Orders for Feature Group B Switched Access Service shall be in trunks.

When placing an order for Feature Group B Service, the customer shall provide, the following information in addition to that set forth in 5.1 preceding:

- The number of trunks;
- The end office, except when FGB is provided through a centralized equal access arrangement, when direct routing is desired;
- The access tandem office when tandem routing is desired;
- Optional Features;
- Trunks to be provided as single trunks;
- Trunks to be arranged in trunk group arrangements;
- Directionality (1-way, 2-way, etc.);
- A projected Percentage of Interstate Use (PIU) as set forth in 2.3.11 preceding; (T)
- The Interexchange Carrier to which the service is connected or, in the alternative, specify the means by which the FGB access communications are transported to another state;
- The access code dialing arrangement (i.e., a uniform access code of 950-XXXX); and
- For Feature Group B switched access service to a Wireless Switching Center directly interconnected to a Telephone Company access tandem office, the customer shall provide information to the Telephone Company indicating the NXX code(s) to be accessed. (C)
(C)

ACCESS SERVICE5. Access Ordering (Cont'd)5.2 Order Requirements (Cont'd)5.2.1 Switched Access Service (Cont'd)(C) Feature Group C, Feature Group D, Interim NXX Translation, Operator Transfer Service and SS7 Signaling

When placing an order for Feature Group C and D Switched Access Service, the customer shall provide:

- The number of BHMC from the customer designated premises to the end office or Operator Transfer Service location by Feature Group and by type of BHMC or
- The number of trunks desired between customer designated premises and an entry switch or Operator Transfer Service location;
- The number of BHMC or trunks required for or to be converted to an SS7 Signaling capability;
- Optional Features;
- Interim NXX Translation options;
- Operator Transfer Service option;
- A projected Percentage of Interstate Use (PIU) as set forth in 2.3.11 preceding; and (T)
- For Feature Group D switched access service to a Wireless Switching Center (WSC) directly interconnected to a Telephone Company access tandem office, the customer shall provide information to the Telephone Company indicating the NXX code(s) to be accessed. (C) (C)

When BHMC information is provided it is used to determine the number of transmission paths as set forth in 6.2.5 following.

The BHMC may be determined by the customer in the following manner.

For each day (8 am to 11 pm, Monday through Friday, excluding national holidays), the customer shall determine the highest number of minutes of use for a single hour (e.g., 55 minutes in the 10-11 a.m. hour).

The customer shall, for the same hour period (i.e., busy hour) for each of twenty consecutive business days, pick the 20 consecutive business days in a calendar year which add up to the largest number of minutes of use. Both originating and terminating minutes shall be included. The customer shall then determine the average busy hour minutes of capacity (i.e., BHMC) by dividing the largest number of minutes of use figure for the same hour period for the consecutive 20 business day period by 20. This computation shall be performed for each end office the customer wishes to serve. These determinations thus establish the forecasted BHMC for each end office. (T)

ACCESS SERVICE5. Access Ordering (Cont'd)5.2 Ordering Requirements (Cont'd)5.2.1 Switched Access Service (Cont'd)(C) Feature Group C, Feature Group D, Interim NXX Translation, Operator Transfer Service and SS7 Signaling (Cont'd)

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Customers may, at their option, order FGD by specifying the number of trunks desired between customer designated premises and an end office, access tandem or operator services location. When ordering by trunk quantities rather than BHMC quantities to an access tandem, the customer must also provide the Telephone Company an estimate of the amount of traffic it will generate to and/or from each end office subtending the access tandem to assist the Telephone Company in its own efforts to project further facility requirements.

When Feature Group C or D is ordered with the Interim NXX Translation optional feature, the customer shall specify the Service Access Code(s) (e.g., 900) and their associated NXX code(s) to be translated within the entire LATA or Market Area. The initial and subsequent orders to add, change, or delete Interim NXX Translation codes shall be placed separately or in combination with orders to change Feature Group C or D Switched Access BHMC or trunks. Customer assigned NXX codes which have not been ordered will be blocked.

Orders for the Interim NXX Translation optional feature shall not be required until such time as a customer other than an MTS/WATS provider requests Interim NXX Translation of Service Access Codes. Upon receipt of such order, the Telephone Company shall notify the MTS/WATS provider of the activation of the Interim NXX Translation Service for the Service Access Code. Following such initial activation, all customers are required to place orders for Interim NXX Translation of the Service Access Code and the Interim NXX Translation charge for the Service Access Code shall apply as set forth in 17.2.1(C) following.

ACCESS SERVICE5. Access Ordering (Cont'd)5.2 Ordering Requirements (Cont'd)5.2.1 Switched Access Service (Cont'd)(C) Feature Group C, Feature Group D, Interim NXX Translation Operator Transfer Service And SS7 Signaling (Cont'd)

For the Operator Transfer Service Option ordered in conjunction with Feature Group C or Feature Group D Switched Access Service as set forth in 6.7.1 and 6.8.1 following, the customer must specify the number of trunks or BHMCs desired between its premises and the Telephone Company operator services location.

Operator Transfer Service is provided at operator services locations as set forth in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4 .

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(D) SS7 Optional Feature

When Feature Group C or D is ordered with the SS7 optional feature, in addition to information listed in 5.2.1(C) preceding, the customer shall specify a reference to existing signaling connections or reference a related SS7 signaling connection order. When ordering SS7 signaling, the customer shall provide the Signaling Transfer Point codes, location identifier codes and circuit identifier codes. In addition, the customer shall work cooperatively with the Telephone Company to determine the number of SS7 signaling connections required to handle its signaling traffic.

(x) Filed under authority of Special Permission No. 93-598 of the Federal Communications Commission.

ACCESS SERVICE5. Access Ordering (Cont'd)5.2 Ordering Requirements (Cont'd)5.2.1 Switched Access Service (Cont'd)(D) SS7 Optional Feature (Cont'd)

For 800 Data Base Access Service, as described in 6.1.3(A) & (C) following, the customer must order FGC or FGD to those access tandems or end offices designated as Service Switching Points (SSP) for 800 data base service or to those non-SSP equipped end offices that can accommodate direct trunking of originating 800 calls. SSP equipped end offices and access tandems and non-SSP equipped end offices that can accommodate direct trunking of originating 800 calls are designated in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4, WIRE CENTER INFORMATION. All traffic originating from end offices not equipped to provide SS7 signalling and routing or not able to accommodate direct trunking of originating 800 calls require routing via an access tandem where SSP functionality is available.

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(x) Filed under authority of Special Permission No. 93-598 of the Federal Communications Commission.

ACCESS SERVICE5. Access Ordering (Cont'd)5.2 Ordering Requirements (Cont'd)5.2.2 Special Access Service

When placing an order for Special Access Service the customer must specify:

- the customer designated premises or hubs involved;
- type of service (e.g., Voice Grade, High Capacity, etc.);
- the channel interface(s);
- technical specification package;
- options desired;
- for multipoint services, the channel interface at each customer designated premises may, at the request of the customer, be different but all such interfaces shall be compatible; and
- that the traffic consists of more than ten percent interstate traffic.

All part-time Video and Program Audio services are subject to a service inquiry. A service inquiry is a request to the Telephone Company to determine if facilities exist to provide the service ordered and to determine the service date on which service can be provided to the customer.

Where the Special Access Service is exempt from the Special Access Surcharge, as set forth in 7.3 following the customer shall furnish written certification to that effect as set forth in 7.3.3 following.

When ordering bridging and/or multiplexing, the Customer must specify the telephone company hub(s) from which they desire service. The Customer must specify only those hubs that provide the type of service ordered and interconnect with the wire center(s) from which the customer requires service. The Wire Center section of NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4 identifies hub types (e.g., Digital Data , High Capacity Multiplexing, etc.) and hub levels (i.e., Hub, Terminus Hub, Intermediate Hub and Super-Intermediate Hub). Additionally, the Subtending section of TARIFF F.C.C. NO. 4 identifies wire centers and the Intermediate and/or Super-Intermediate Hubs with which they interconnect.

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- (x) Filed under authority of Special Permission No. 93-598 of the Federal Communications Commission.

ACCESS SERVICE5. Access Ordering (Cont'd)5.2 Ordering Requirements (Cont'd)5.2.2 Special Access Service (Cont'd)

When ordering High Capacity Optional Rate plans or upgrades to the plans, discontinuance charges, as specified in 7.2.8 following, will not apply if the conditions set forth in 7.2.8 following are met and the customer provides the following ordering information:

The High Capacity Optional Rate Plans are only available from those Telephone Companies listed in 17.3.10 following.

Term Discounts-Upgrades in Capacity (DS1 to DS3)

- The customer's order for the disconnect of the existing DS1 Service and the installation of the new DS3 Service are received at the same time and specifically reference the application of upgrade in capacity.
- The customer's disconnect order for the existing DS1 Service must reference the DS3 Service installation order.

Customer orders to install and disconnect DS1 or DS3 services provided under a Term Discount plan where the number of DS1s or DS3s remains constant and the customer wishes to maintain the existing Term Discount period and minimum service period must:

- Be received at the same time; and
- Reference continuation of the existing Term Discount period and the minimum service period on both the installation and disconnect orders.

DS3 Capacity Discounts - Upgrades

- The customer's order for the disconnect of the current DS3 Capacity Interface and order for the installation of the upgraded DS3 Capacity Interface are received by the telephone company at the same time and specifically reference the application of upgrade in capacity.

The customer's disconnect order for the existing DS3 Service must reference the installation order.

ACCESS SERVICE5. Access Ordering (Cont'd)5.2 Ordering Requirements (Cont'd)5.2.3 WATS or WATS-Type Services

Special Access Service may be ordered for connection with FGA, FGB, FGC or FGD Switched Access Service at Telephone Company designated WATS Serving Offices (WSOs) for the provision of WATS or WATS-type Services and may be ordered separately by a customer other than the customer which orders the FGA, FGB, FGC or FGD Switched Access Service. For the Special Access Service the customer shall specify:

- the customer designated premises at which the Special Access service terminates;
- the type of line (i.e., two-wire or four-wire);
- the type of calling (i.e., originating, terminating or two-way); and
- type of Supervisory Signaling.

When the optional screening, switching and/or recording functions are not provided at the customer serving wire center, Channel Mileage, as set forth in 7.2.1 following, must be ordered between that wire center and the nearest WSO where the screening, switching and/or recording functions can be provided.

5.2.4 Mixed Use Facilities - Switched and Special Access

Mixed use is the provision of both Switched and Special Access Services over the same High Capacity facilities. Mixed use facilities to a hub will be ordered and provided as Special Access Service. Where mixed use is employed, individual services utilizing these facilities must be ordered either as Switched Access Service or Special Access Service as further elaborated and set forth in 6.4.7 and 7.2.7 following. When placing the order for the individual service(s), the customer must specify a channel assignment for each service ordered.

ACCESS SERVICE5. Access Ordering (Cont'd)5.2 Ordering Requirements (Cont'd)5.2.5 Miscellaneous Services

Testing Service, Additional Labor, Telecommunications Service Priority and Special Facilities Routing shall be ordered with an Access Order or may subsequently be added to a pending order at any time up to and including the service date for the access service. When miscellaneous services are added to a pending order a service date change may be required. When a service date change is required, the service date change charge as set forth in 17.4.1(B) following will apply. When miscellaneous services are added to a pending order, charges for a design change as set forth in 17.4.1(C) following will apply when an engineering review is required. If both a service date change and an engineering review are required, both the Service Date Change Charge and the Design Change Charge will apply as set forth in 5.4.3(A) and (B) following.

The rates and charges for these services, as set forth in Section 17 of this tariff, will apply in addition to the ordering charges set forth in Section 17, and the rates and charges for the Access Service with which they are associated.

Additional Engineering is not an ordering option, but will be applied to an Access Order when the Telephone Company determines that Additional Engineering is necessary to accommodate a customer request. Additional Engineering will only be required as set forth in 13.1 following. When it is required, the customer will be so notified and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the customer agrees to the Additional Engineering, a firm order will be established. If the customer does not want the service or facilities after being notified that Additional Engineering of Telephone Company facilities is required, the order will be withdrawn and no charges will apply. Once a firm order has been established, the total charge to the customer for the Additional Engineering may not exceed the estimated amount by more than 10%.

ACCESS SERVICE5. Access Ordering (Cont'd)5.2 Ordering Requirements (Cont'd)5.2.6 Frame Relay Access Service

When ordering Frame Relay Access Service, a minimum of two port connections are required for data to be transported between customer designated premises.

When placing an order for Frame Relay access Service the customer must specify:

- the number of Permanent Virtual Connections (PVCs) required;
- the location of the ports for each PVC;
- the Committed Information Rates (CIRs) that will be associated with each PVC;
- that the traffic consists of more than ten percent interstate traffic.

The port connecting the special access facility to the telephone company frame relay switch must be ordered and provided at the same speed as the special access facility.

When connecting to the port of another customer, the ordering customer must obtain authorization from the other customer.

When an extended PVC is ordered, the customer is responsible for placing the order with all telephone companies involved.

(N)

(N)

ACCESS SERVICE5. Access Ordering (Cont'd)5.3 Access Orders For Services Provided By More Than One Telephone Company

Access Services provided by more than one Telephone Company are services where one end of the Local Transport or Channel Mileage element is in the operating territory of one Telephone Company and the other end of the element is in the operating territory of a different Telephone Company or where the Interim NXX Translation service and the end office are not provided by the same Telephone Company.

The ordering procedure for this service is dependent upon the billing arrangement, as set forth in 2.4.7 preceding, to be used by the Telephone Companies involved in providing the Access Service. The Telephone Company will notify the customer which of the ordering procedures will apply.

5.3.1 Non Meet Point Billing Ordering - FGA(A) Single Company Billing Ordering

The Telephone Company receiving the order from the customer will arrange to provide the service and bill the customer as set forth in 2.4.7(A)(1). The customer will place the order with the Telephone Company as follows:

For FGA Switched Access Service the customer will place the order with the Telephone Company in whose territory the first point of switching is located. The first point of switching is the dial tone office.

When the first point of switching is not in the same Telephone Company's territory as the Interexchange Carrier premises, the customer must supply a copy of the order to the Telephone Company in whose territory the Interexchange Carrier premises is located and any other Telephone Company(s) involved in providing the service. When service is provided through a centralized equal access provider, the customer must supply a copy of the order to that provider.

ACCESS SERVICE5. Access Ordering (Cont'd)5.3 Access Orders For Services Provided By More Than One Telephone Company (Cont'd)5.3.2 Meet Point Billing Ordering

Each Telephone Company will provide its portion of the Access Service within its operating territory to an interconnection point(s) with the other Telephone Company(s). Billing Percentages will be determined by the Telephone Companies involved in providing the Access Service and listed in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4. Each Telephone Company will bill the customer for its portion of the service as set forth in 2.4.7. All other appropriate charges in each Telephone Company tariff are applicable. (C)

For the service(s) ordered as set forth following, the customer must also supply a copy of the order to the Telephone Company in whose operating territory a customer designated premises is located and any other Telephone Company(s) involved in providing the service. Additionally, when service is provided through a centralized equal access provider, the customer must supply a copy of the order to that provider.

(A) For Feature Group A and B Switched Access Services, the customer must place an order with the Telephone Company in whose territory the first point of switching is located, (i.e., FGA - dial tone office, FGB - access tandem or end office). The Telephone Company will designate the first point(s) of switching for FGB Services where the Telephone Company elects to provide equal access through a centralized equal access arrangement. Those Telephone Company offices providing equal access through centralized arrangements are identified in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4.

(B) For Feature Group C and D Switched Access Services, the customer must place an order with the Telephone Company in whose territory the end office is located. Customers may, at their option, order FGD to the access tandem. When ordered to the access tandem, and the access tandem and the end office are not in the same Telephone Company operating territory, the customer must also supply a copy of the order to each additional Telephone Company subtending the access tandem. (C)
(C)

ACCESS SERVICE5. Access Ordering (Cont'd)5.3 Access Orders For Services Provided By More Than One Telephone Company (Cont'd)5.3.2 Meet Point Billing Ordering (Cont'd)

- (C) Customers ordering Special Access Service to be interconnected with Switched Access Services at Telephone Company designated WATS Serving Offices for the provision of WATS or WATS-type Services must place an order with each Telephone Company in whose territory the end office and the WATS Serving Office are located, if they are not collocated.
- (D) Except for Special Access Service as set forth in (C) above or as set forth in (E) below, the customer may place the order for a Special Access Service with either Exchange Telephone Company.
- (E) For Special Access Service involving a hub(s) the customer must place the order with the Telephone Company(s) in whose territory the hub(s) is located.
- (F) For initiation, additions, changes or deletions to the Interim NXX Translation code(s), the customer must place an order with the Telephone Company who provides the Interim NXX Translation. The customer must also provide a copy of the order to the Telephone Companies subtending the Interim NXX Translation office.

ACCESS SERVICE5. Access Ordering (Cont'd)5.4 Charges Associated with Access Ordering5.4.1 Access Order Charge

The Access Order Charge is applied to all customer requests for new Special Access, Public Packet Data Network and Switched Access Service. In addition, the Access Order Charge is applicable to customer requests for additions, changes or rearrangements to existing Special Access, Public Packet Data Network and Switched Access Service with the following exceptions:

The Access Order Charge does not apply:

- When a Service Date Change Charge is applicable;
- When a Design Change Charge is applicable;
- To administrative changes as set forth in 6.4.1(B)(3) and 7.2.2(C)(3) following;
- When a change to a pending order does not result in the cancellation of the pending order and the issuance of a new order;
- When the Interim NXX Translation charge is applicable;
- When a Miscellaneous Service Order Charge is applicable;
- When a Presubscription Charge is applicable;
- When Payphone Service Providers (PSPs) obtain Coin Supervision Additive Service in conjunction with local exchange service lines for the provision of pay telephone service.
- To Local Number Portability (LNP) Services as set forth in Section 13.14 following.

(N)
(N)

ACCESS SERVICE5. Access Ordering (Cont'd)5.4 Charges Associated with Access Ordering (Cont'd)5.4.1 Access Order Charge (Cont'd)

- When a Telephone Company initiated network reconfiguration requires a customer's existing access service to be reconfigured;
- When a service with an ICB rate is converted to a similar service with a non-ICB tariff rate prior to the expiration of the ICB; or
- When a Billing Name and Address Order charge is applicable.
- When a 900 Blocking Service charge is applicable.
- When a customer requests a change of trunks from tandem-switched transport to direct-trunked transport or from direct-trunked transport to tandem-switched transport or requests to rearrange switched access service between lower capacity and higher capacity facilities (e.g. voice grade to/from DS1 or DS1 to/from DS3), providing :
 - the change is ordered no later than July 1, 1994 , and
 - the change is completed no later than October 1 , 1994, and
 - the orders to disconnect existing trunks and to connect the new trunks are placed at the same time, and
 - the number of installed trunks does not exceed the number of trunks disconnected. If the number of installed trunks exceeds the number of trunks disconnected, the Access Order Charge will apply unless the customer provides justification based upon standard engineering methods to show that the additional capacity is required to maintain the same level of service .
- When a customer requests a change of trunks from tandem-switched transport to direct-trunked transport or orders the disconnection of overprovisioned trunks, providing:
 - the change is ordered anytime between June 17, 1997 and December 31, 1998 and
 - the change is completed no later than March 31, 1999 and
 - the orders to disconnect existing trunks and to connect the new trunks are placed at the same time.

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| (N) | (x) |
| | |
| (N) | (x) |

The Access Order Charge will be applied on a per order basis to each order received by the Telephone Company or copy of an order received by the Telephone Company pursuant to 5.3.1 preceding and 5.3.2 preceding, except by the Telephone Company applying the Interim NXX Translation charge, and is in addition to other applicable charges as set forth in this and other sections of this tariff.

The Access Order Charge will be applied on a per order basis for any change, rearrangement or addition to the delivery of signaling to an existing STP Port.

- (x) Issued in compliance with the Federal Communications Commission's First Report and Order, In the Matter of Access Charge Reform, CC Docket No. 96-262 (FCC 97-158), released May 16, 1997, paragraph 176.

ACCESS SERVICE5. Access Ordering (Cont'd)5.4 Charges Associated with Access Ordering (Cont'd)5.4.2 Miscellaneous Service Order Charge

A Miscellaneous Service Order Charge, as set forth in 17.4.1(D) following, applies to any service, or combination of services, ordered simultaneously from Section 13. of the tariff for which a service order is not already pending (with the exception of Presubscription (13.4), Billing Name and Address Service (13.9), 900 Blocking Service (13.8), and Flex ANI (13.14), which does not have the charge applied). The Miscellaneous Service Order Charge is an administrative charge designed to compensate for the expenses associated with service order issuance.

(C)

The charge always applies to the following services since a pending service order would not exist:

- Overtime Repair (13.2.2);
- Standby Repair (13.2.3);
- Testing and Maintenance with Other Telephone Companies other than when in conjunction with Acceptance Testing (13.2.4);
- Other Labor (13.2.5); and
- Maintenance of Service (13.3.2).
- Originating Line Screening (OLS) Service (13.10).

The Miscellaneous Service Order Charge will also apply to the following services if they are ordered subsequent to the initial installation of the associated access service, thereby necessitating the issuance of another service order:

- Telecommunications Service Priority (13.3.3);
- Controller Arrangement (13.3.4(A)); and
- International Blocking Service (13.8).

ACCESS SERVICE5. Access Ordering (Cont'd)5.4 Charges Associated with Access Ordering (Cont'd)5.4.2 Miscellaneous Service Order Charge (Cont'd)

The charge does not apply to the following services since there would exist a pending service order:

- Additional Engineering (13.1);
- Overtime Installation (13.2.1);
- Standby Acceptance Testing (13.2.3);
- Testing and Maintenance with Other Telephone Companies when in conjunction with Acceptance Testing (13.2.4); (C)
- Additional Cooperative Acceptance Testing (13.3.1(A)(1) and 13.3.1(B)(1)); and (C)
- Coin supervision Additive Service (13.12). (N)

5.4.3 Access Order Change Charges

Access Order changes involve service date changes and design changes. The customer may request a change of its Access Order prior to the service date. The Telephone Company will make every effort to accommodate a requested change when it is able to do so with the normal work force assigned to complete such an order within normal business hours. If the change cannot be made with the normal work force during normal business hours, the Telephone Company will notify the customer. If the customer still desires the Access Order change, the Telephone Company will schedule a new service date as set forth in 5.1.2 preceding. All charges for Access Order change as set forth in 17.4.1(B) and (C) will apply on a per occurrence basis.

Any increase in the number of Special Access Service channels or Switched Access Service lines, trunks, busy hour minutes of capacity or Frame Relay Ports and/or PVCs or CCS/SS7 Port Terminations will be treated as a new Access Order (for the increased amount only). (C)
(C)

If order changes are necessary to satisfy the transmission performance for a Special Access Service ordered by a customer, these changes will be made without order change charges being incurred by the customer.

ACCESS SERVICE5. Access Ordering (Cont'd)5.4 Charges Associated with Access Ordering (Cont'd)5.4.3 Access Order Change Charges (Cont'd)(A) Service Date Change

The customer may request a change of service date on a pending Access Order prior to the service date. A change of service date is a change of the scheduled service date by the customer to either an earlier date or a later date which does not exceed 30 calendar days from the original service date.

If the Telephone Company determines that the customer's request can be accommodated without delaying the service dates for orders of other customers, the service date will be changed and the Service Date Change Charge, as set forth in 17.4.1(B) following, will be applied to the order.

If the service date is changed to an earlier date, and the Telephone Company determines additional labor or extraordinary costs are necessary to meet the earlier service date requested by the customer, the customer will be notified by the Telephone Company that Expedited Order Charges as set forth in 5.1.2 preceding apply. Such charges will apply in addition to the Service Date Change Charge.

If the requested service date exceeds 30 calendar days following the original service date, and the Telephone Company determines that the customer's request can be accommodated, the Telephone Company will cancel the original order and apply the Cancellation Charges as set forth in 5.5.3 following. A new Access Order with a new service date will be issued. The Service Date Change Charge will not apply, however, the Access Order Charge will apply to the new order.

If the service date is changed due to a design change as set forth in (B) following, the Service Date Change Charge will apply.

ACCESS SERVICE5. Access Ordering (Cont'd)5.4 Charges Associated with Access Ordering (Cont'd)5.4.3 Access Order Change Charges (Cont'd)(B) Design Change

The customer may request a design change to the service ordered prior to the requested service date. A design change is any change to an Access Order which requires engineering review. An engineering review is a review by Telephone Company personnel, of the service ordered and the requested changes to determine what changes in the design, if any, are necessary to meet the changes requested by the customer. Design changes include such things as the addition or deletion of optional features or functions or a change in the type of Transport Termination (Switched Access only), type of channel interface, type of Interface Group or technical specification package, or a change in the destination of PVC, speed of PVC or speed of the end user port. Design changes do not include a change of customer designated premises, first point of switching, Feature Group type or Special Access Service channel type. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

(C)
(C)

The Telephone Company will review the requested change, notify the customer whether the change is a design change, if the change can be accommodated and if a new service date is required. If the customer authorizes the Telephone Company to proceed with the design change, a Design Change Charge as set forth in 17.4.1(C) following will apply in addition to the charge for Additional Engineering as set forth in 17.4.2 following. If a change of service date is required, the Service Date Change Charge as set forth in 17.4.1(B) following will also apply. The Access Order Charge as specified in 17.4.1 following does not apply.

ACCESS SERVICE5. Access Ordering (Cont'd)5.5 Minimum Periods and Cancellations5.5.1 Minimum Periods

The minimum period for part-time Video and Program Audio Special Access Services is one day even though the service will be provided only for the duration of the event specified on the order (e.g., 1/2 hour, 2 hours, 5 hours, etc.).

The minimum period for Switched Access High Capacity DS3 Entrance Facilities and Direct Trunked Transport is as set forth in 6.1.3 following. The minimum period for High Capacity DS1 and DS3 Special Access Services and the Frame Relay Access Service 1.544 Mbps Port is as set forth in 7.2.8 following.

(C)
(C)

Switched Access usage rate services (i.e., End Office Common Line, Tandem Switched Transport, and Residual Interconnection Charge) have no minimum period. The minimum period for which all other Access Service is provided and for which charges are applicable, is one month.

(T)

5.5.2 Development of Minimum Period Charges

When Access Service is disconnected after commencement of service but prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. A disconnect constitutes facilities being returned to available inventory.

The Minimum Period Charge for monthly billed services will be determined as follows:

- (A) For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable recurring charges plus any nonrecurring and/or Special Construction charge(s) that may be due; and
- (B) For Special Access Service, flat rated Switched Access Service and Public Packet Data Network Service the charge for a month or fraction thereof is the applicable monthly rates for the appropriate channel type plus any optional features, nonrecurring and/or special construction charge(s) that may apply.

(C)
(C)

ACCESS SERVICE5. Access Ordering (Cont'd)5.5 Minimum Period and Cancellations (Cont'd)5.5.2 Development of Minimum Period Charges (Cont'd)

The Minimum Period Charge for part-time Video and Program Audio Services is the applicable daily rate for the appropriate channel type as set forth in 7.2.4 following.

5.5.3 Cancellation of an Access Order

(A) A customer may cancel an Access Order for the installation of service on any date prior to the service date. The cancellation date is the date the Telephone Company receives written or verbal notice from the customer that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. If a customer or a customer's end user is unable to accept Access Service within 30 calendar days after the original service date, the customer has the choice of the following options:

- The Access Order shall be cancelled and charges set forth in (B) following will apply; or
- Billing for the service will commence.

In such instances, the cancellation date or the billing date, depending on which option is selected by the customer, shall be the 31st day beyond the original service date of the Access Order.

ACCESS SERVICE5. Access Ordering (Cont'd)5.5 Minimum Period and Cancellations (Cont'd)5.5.3 Cancellation of an Access Order (Cont'd)

(B) When a customer cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows:

(1) Installation of Switched Access, Special Access Service, or Public Packet Data Network Service facilities is considered to have started when the Telephone Company incurs any cost in connection therewith or in preparation thereof which would not otherwise have been incurred. (C)
(C)

(2) Where the customer cancels an Access Order prior to the start of installation of access facilities, no charges shall apply.

(3) Where installation of access facilities has been started prior to the cancellation, the charges specified in (a) or (b) following, whichever is lower, shall apply.

(a) A charge equal to the costs incurred in such installation, less estimated net salvage. Such costs include the nonrecoverable cost of equipment and material ordered, provided or used, plus the nonrecoverable cost of installation and removal including the costs of engineering, labor, supervision, transportation, rights-of-way and other associated costs; or

(b) The minimum period charges for Switched Access, Special Access, or Public Packet Data Network Service ordered by the customer, as set forth in 5.5.2 preceding. (C)
(C)

(C) When a customer cancels an order for the discontinuance of service, no charges apply for the cancellation.

ACCESS SERVICE

5. Access Ordering (Cont'd)

5.5 Minimum Period and Cancellations (Cont'd)

5.5.3 Cancellation of an Access Order (Cont'd)

- (D) If the Telephone Company misses a service date by more than 30 days and such delay is not requested or caused by the customer (excluding those circumstances where the date is missed due to acts of God, governmental requirements, work stoppages and civil commotions), the customer may cancel the Access Order without incurring cancellation charges.

5.5.4 Partial Cancellation Charge

Any decrease in the number of ordered Special Access Service channels or Switched Access Service lines, trunks, busy hour minutes of capacity or Frame Relay Ports and/or PVCs or CCS/SS7 Port Terminations will be treated as a partial cancellation and charges will be determined as set forth in 5.5.3(B) preceding.

(C)
(C)