

## COMPETITIVE INTERSTATE ACCESS

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2. GENERAL REGULATIONS (Cont'd)2.1 Responsibilities of the Telephone Company2.1.1 Scope

- (A) The Telephone Company undertakes to provide CIA where facilities are available and pursuant to the rates, regulations, terms, and conditions specified herein. Special Construction rates and regulations may apply where facilities are not available.
- (B) The Telephone Company does not undertake to transmit calls or offer a telecommunications service under this tariff.
- (C) The Telephone Company shall be responsible for the installation, operation and maintenance of the services it provides.
- (D) The Telephone Company reserves the right, with prior notice, to access and to temporarily interrupt service for purposes of maintaining the company owned facilities used in providing service. Maintenance will be performed during hours that will minimize the impact of disruptions to the customer and/or its subscribers. In addition, negotiated unscheduled or emergency situations may necessitate additional interruption time.
- (E) Facilities are provided twenty-four hours daily, seven days per week.

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2. GENERAL REGULATIONS (Cont'd)

2.1 Responsibilities of the Telephone Company (Cont'd)

2.1.2 Limitations

- (A) The emergency provisioning and restoration of CIA shall be in accordance with Part 64, Subpart D, Paragraph 64.401, of the FCC's Rules and Regulations, which specifies the restoration priority for such activities.

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

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

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2. GENERAL REGULATIONS (Cont'd)

2.1 Responsibilities of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

- (D) The Telephone Company does not guarantee or make any warranty with respect to its 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 the services so provided. The foregoing indemnity shall issue on the customer separately, each being responsible for its own acts and omissions.
- (E) Except in the case of willful misconduct, under no circumstances whatever shall the Telephone Company be liable for indirect, incidental, special or consequential damages; and this disclaimer shall be effective notwithstanding any other provisions hereof.

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2. GENERAL REGULATIONS (Cont'd)

2.1 Responsibilities of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

- (F) No license under patents is granted by the Telephone Company to the customer or shall be implied or arise by estoppel in the customer's favor with respect to any circuit, apparatus, system or method used by the customer in connection with services provided under this tariff.
- (G) The Telephone Company's failure to provide or maintain its Facilities under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the interruption allowance provisions.
- (H) The Telephone Company will indemnify and save harmless the customer from liability for defacement or damage to the premises of the customer which defacement or damages directly results from the furnishing of facilities for the video transport system or by removal thereof, and when such defacement or damage is the direct result of the negligence of the Telephone Company's employees or agents.
- (I) Except in an emergency situation, the Telephone Company shall not rearrange, disconnect, remove or attempt to repair any equipment installed by the customer except as authorized in writing by the customer. The Telephone Company shall be responsible for damages to the facilities of the customer which are directly caused by the negligence or wrongful act of the Telephone Company's employees or agents.

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2. GENERAL REGULATIONS (Cont'd)

2.1 Responsibilities of the Telephone Company (Cont'd)

2.1.4 Provision of Service

The Telephone Company, to the extent that CIA can be made available with reasonable effort, will provide to the customer, upon reasonable notice, such offered in this tariff at rates and charges herein.

Facilities provided to a customer under this tariff may be connected directly to customer facilities, and/or may be connected to facilities of another telephone company or companies in the joint provisioning of Interstate Access.

2.1.5 Maintenance of Service

The service 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 CIA 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.

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## COMPETITIVE INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.1 Responsibilities of the Telephone Company (Cont'd)2.1.6 Changes and Substitutions

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

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

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2. GENERAL REGULATIONS (Cont'd)2.1 Responsibilities of the Telephone Company (Cont'd)2.1.6 Changes and Substitutions (Cont'd)

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

2.1.7 Discontinuance and Refusal of Facilities

- (A) For failure to comply with the provisions of 2.2.2, 2.3.1, 2.3.6, and 2.4.1(D), including any payments to be made by it on the dates or at the times herein specified, the Telephone Company may discontinue the provision of the Facilities to the noncomplying customer. In case of such discontinuance, all applicable charges shall become due.
- (B) If the customer repeatedly fails to comply with the provisions of this tariff in connection with the provision of facilities and fails to correct such course of action, the Telephone Company may refuse applications for additional facilities to the noncomplying customer until the course of action is corrected.

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2. GENERAL REGULATIONS (Cont'd)2.1 Responsibilities of the Telephone Company (Cont'd)2.1.8 Preemption of Service

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

- (A) A sufficient number of public switched services are available for public use if preemption of such services is necessary to provision or restore NSEP Service.
- (B) The service(s) preempted have a lower or do not contain NSEP assigned priority levels.
- (C) A reasonable effort is made to notify the preempted service customer of the action to be taken.
- (D) A credit allowance for any preempted service shall be made in accordance with the provisions in Section 2.4.4(A).

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## COMPETITIVE INTERSTATE ACCESS

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

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

2.2.2 Unlawful Use of Service

Facilities are furnished subject to the condition that it will not be used for an unlawful purpose. Service will be terminated if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of any applicable law, rule or regulation. The Telephone Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of any law, rules or regulations, or Telephone Company's operating procedures.

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2. GENERAL REGULATIONS (Cont'd)2.2 Use (Cont'd)2.2.2 Unlawful Use of Service (Cont'd)

The Telephone Company may suspend service immediately upon verbal notice by a law enforcement agency, acting within its apparent jurisdiction, or if the Telephone Company otherwise determines, that the customer is using the service in a manner which violates any applicable law, rule or regulation, or Telephone Company's operating procedures.

2.3 Obligations of the Customer2.3.1 Scope

- (A) The customer shall comply with all applicable FCC regulations and applicable laws, rules and regulations, in connection with its use of the service, both current and as may come into effect, including, but not limited to, copyright, retransmission consent, obscenity and indecency restrictions and requirements. The customer's compliance shall be performed in a manner assuring that customer's use of the service shall not directly or indirectly cause the Telephone Company, or its affiliates, officers, directors or employees, to be called upon to account for or defend themselves in any forum, proceeding or inquiry, nor shall the customer's use of the service require the Telephone Company, or its affiliates, officers, directors or employees, to commence or participate in a proceeding seeking the protection of a court or agency.

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## COMPETITIVE INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.1 Scope (Cont'd)

- (B) The customer is responsible for notifying the Telephone Company of any interruption of service upon ascertaining that it is not caused by any action or omission within the control of the customer or its subscribers.
- (C) The customer or agent of the customer shall not rearrange, move, disconnect, remove or attempt to repair any equipment installed by the Telephone Company except as authorized in writing by the Telephone Company.
- (D) The customer may not assign or transfer the use of facilities provided under this tariff except that, where there is no interruption of use or relocation of the facilities, such assignment or transfer may be made to:
  - Another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such facilities, and the unexpired portion of the minimum period and the termination liability applicable to such facilities, if any; or to
  - 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 facilities, if any.

In all cases of assignment or transfer, the written acknowledgement of the Telephone Company is required prior to such assignment or transfer, which 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 facilities for not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

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2. GENERAL REGULATIONS (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.2 Telephone Company Access to Equipment

The customer shall provide to the Telephone Company a point of entry to customer premises for purposes of installing, maintaining, testing and/or repairing Telephone Company provided equipment.

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 service under this tariff. The equipment space provided shall meet industry standard environmental conditions. The selection of ac or dc power shall be mutually agreed to by the customer and the Telephone Company. The customer shall also make necessary arrangements in order that the Telephone Company will have access to such spaces at reasonable times for installing, repairing or removing facilities of the Telephone Company.

2.3.4 Theft

The customer shall reimburse the Telephone Company for any loss through theft of facilities utilized in providing CIA at the customer designated location or at the end user's premises. The amount of reimbursement shall be the actual cost for replacement of facilities or equipment lost, plus labor costs as specified in 6.2.

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2. GENERAL REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.5 Reserved for Future Use

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2. GENERAL REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.6 Damages

The customer shall reimburse the Telephone Company for damages to the Telephone Company facilities utilized to provide CIA 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.

2.3.7 References to Telephone Company

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

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

With respect to claims of patent infringement or copyright 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, the IC or its end users.

The customer shall defend, indemnify and save harmless the Telephone Company from and against suits, claims, and demands by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Telephone Company's facilities provided under this tariff including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortuous conduct of the customer, its officers, agents or employees.

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2. GENERAL REGULATIONS (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.9 Availability for Testing

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

2.3.10 Design of Customer Services

Subject to the provisions of 2.1.6, the customer shall be solely responsible at its expense for the overall design of its services. The customer shall be responsible at its own expense, for any redesigning or rearrangement of its services which may be required because of changes in facilities operations or procedures of the Telephone Company, minimum network protection criteria or operating or maintenance characteristics of the facilities.

2.3.11 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.

2.3.12 Rights-of-Way

To the extent that customers possess rights-of-way which have been granted or obtained for purposes of providing service to their subscribers, and to the extent lawfully permitted, customers shall permit the Telephone Company to use, at no cost to either the Telephone Company or customer, such rights-of-way for purposes of providing service.

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## COMPETITIVE INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements and Credit Allowances2.4.1 Payment of Charges and Deposits

- (A) The Telephone Company may, in order to safeguard its interests, require a customer, which has a proven history of late payments to the Telephone Company or does not have established credit, to make a deposit prior to or at any time after the provision of service to the customer to be held by the Telephone Company as a guarantee of the payment of rates and charges. No such deposit will be required of a customer which is a successor of a company which has established credit and has no history of late payments to the Telephone Company.

A deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the customer from complying with the Telephone Company's regulations as to the prompt payment of bills.

At such time as the provision of 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. After the customer has established a one year prompt payment record, such a deposit will be refunded or credited to the customer account at any time prior to the termination of the provision of the 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 simple annual interest at the percentage rate specified in the Telephone Company General and/or Local Tariff.

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2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Charges and Deposits (Cont'd)

- (B) Where the provision of service requires facilities that meet any of the conditions specified in 10.1.1, Special Construction charges in Section 10 will apply.
- (C) The Telephone Company shall bill services on a current basis for (a) all charges incurred, (b) applicable taxes, and (c) credits due the customer.

Switched Access (except for the Entrance Facility Direct-Trunked Transport and Multiplexing elements), and miscellaneous services shall be billed in arrears.

Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum period in 3.2.4 will be prorated to the number of days based on a 30-day month. The Telephone Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill.

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## COMPETITIVE INTERSTATE ACCESS

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

(D) All bills to the customer are due 31 days (payment date) after the bill date or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval. In the event the customer does not remit payment in immediately available funds by the payment date, service may be discontinued as specified in 2.1.7.

(1) If the entire amount billed is not received by the Telephone Company in immediately available funds by the payment date, an additional charge (late payment charge) equal to 1/12th of the percentage rate for deposit interest as that in 2.4.1(A) of the unpaid balance will be applied for each month or portion thereof that an outstanding balance remains.

If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, the second Tuesday in November and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed), payment for such bills will be due from the customer as follows:

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

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

## (D) (Cont'd)

(2) In the event of a billing dispute, the customer must submit a documented claim for the disputed amount.

- If the claim is received within 6 months of the payment due date, and the customer has paid the total billed amount, any interest credits due the customer upon resolution of the dispute shall be calculated from the date of overpayment.
- If the claim is received more than 6 months from the payment due date, any interest credits due the customer upon resolution of the dispute shall be calculated from the later of the date the claim was received or the date of overpayment.

A credit will be granted to the customer for both the disputed amount paid and an amount equal to the percentage rate in (1).

The Telephone Company will assess or credit late payment charges on disputed amounts to the customer as follows:

- If resolved in favor of the Telephone Company and the customer has paid the disputed amount on or before the payment due date, no late payment charges will apply.
- If resolved in favor of the Telephone Company and the customer has withheld the disputed amount, any payments withheld pending settlement of the dispute shall be subject to the late payment charge in (1).
- If resolved in favor of the customer and the customer has withheld the disputed amount, the customer shall be credited for each month or portion thereof that the late payment charge in (1) may have been applied. In the event the customer has paid the late payment charge, a credit will be granted to the customer for both the late payment charge paid on disputed amount and an amount equal to the percentage rate in (1).

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2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.2 Minimum Periods

The minimum periods for which services under this tariff are provided and for which rates and charges are applicable are in 3.2.4.

2.4.3 Cancellation of an Order

Provisions for the cancellation of service orders are in 3.2.6.

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

Facilities for CIA are interrupted when they become unusable to the customer because of a failure of a component used to furnish such facilities under this tariff, or when the service is preempted as a result of invoking NSEP Treatment or when the application of protective controls interrupt all transmission paths. An interruption period starts when Telephone Company personnel become aware that such facilities are inoperative.

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

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

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

$$300 \text{ Minutes of Use} \times \text{the appropriate switched access rate} \times \text{the number of trunks out of service} = \text{the credit allowance}$$

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

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## COMPETITIVE INTERSTATE ACCESS

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

The credit will apply when an out of service condition of 30 minutes or more occurs within the Telephone Company's switched facilities. The credit allowance will not be applied more than once per calendar month. A credit allowance will not be extended in accordance with conditions in 2.1.3(H) and 2.4.4(B) for repair of Telephone Company owned facilities.

Switched Access Service Entrance Facilities, Direct-Trunked Transport and Multiplexing will be eligible for a credit allowance for each occurrence of a service interruption period greater than 30 minutes. The maximum credit allowance will be \$200.00 for each out of service condition within the Telephone Company's facilities. The credit allowance will not exceed the monthly charge for the interrupted service and will not be applied more than once per calendar month. This credit allowance is applicable in all jurisdictions. A credit allowance will not be extended in accordance with conditions in 2.1.3(H) and 2.4.4(B) for repair of Telephone Company owned facilities.

In the event that service does not meet the required specifications due to the fault or failure of the Telephone Company, and such failure is not corrected within 4 hours of receipt of notice from the customer, the customer shall be entitled to service credits for such outages. The credit allowance shall be equal to 1/30th of the monthly charges for the portion of the service affected for such four-hour period and thereafter for each subsequent 24-hour period that such outage continues. The credit allowance shall not exceed the applicable monthly charges for the interrupted service for the billing period during which the interruption occurred.

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## COMPETITIVE INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.4 Credit Allowance for Service Interruptions (Cont'd)(B) When Credit Allowance Does Not Apply

No credit allowance will be made for:

- (1) Interruptions caused by the negligence of the customer.
- (2) Interruptions of facilities for due to the failure of equipment or systems provided by the customer or others.
- (3) Interruptions of facilities for during any period in which the Telephone Company is not afforded access to the premises where such facilities are terminated.
- (4) Interruptions of facilities for during an agreed upon period when the customer has released such facilities to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in facilities. Should the maintenance, rearrangement, or order implementation interruption period extend beyond the agreed upon period, credit allowance will apply.
- (5) Interruptions of facilities which continue because of the failure of the customer to authorize replacement of any element of Special Construction, as set forth in Section 10 following. The period for which no credit allowance is made begins on the seventh day after the Telephone Company's written notification to the customer of the need for such replacement and ends on the day after receipt of the customer's written authorization for such replacement.
- (6) Periods when the customer elects not to release facilities for testing and/or repair and continues to use it on an impaired basis.
- (7) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.

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## COMPETITIVE INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.4 Credit Allowance for Service Interruptions (Cont'd)(C) Use of an Alternative Service Provided by the Telephone Company

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

(D) Temporary Surrender of Facilities

In certain instances, the customer may be requested to surrender facilities for CIA for purposes other than maintenance, testing or activity relating to an order. If the customer consents, or in the instance of preemption under NSEP Treatment as set forth in Section 2.1.8 preceding, a credit allowance will be granted. The credit allowance will be determined in accordance with 2.4.4(A) preceding.

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COMPETITIVE INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)

2.5 Connections

2.5.1 General

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

2.5.2 Standard Access Service Connections

Access services are provided by means of wire, fiber optics, radio or any other suitable technology or a combination thereof. These connections can either be analog or digital.

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## COMPETITIVE INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions

Certain terms used herein are defined as follows:

Access Area

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

Access Code

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

Access Group

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

Access Minutes

The term "Access Minutes" denotes that usage of exchange facilities in interstate or foreign service for the purpose of calculating chargeable usage. On the originating end of an interstate or foreign call, usage is measured from the time the originating End User's call is delivered by the Telephone Company to and acknowledged as received by the customer's facilities connected with the originating exchange. On the terminating end of an interstate or foreign call, usage is measured from the time the call is received by the End User in the terminating exchange. Timing of usage at both originating and terminating ends of an interstate or foreign call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating end exchanges, as applicable. For the calculation of total minutes, seconds are totaled and converted to minutes before rounding occurs. Remainder seconds greater than 29 are rounded to a minute.

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## COMPETITIVE INTERSTATE ACCESS

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

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

Access Tandem

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

Agent

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

Aggregator

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

Answer/Disconnect Supervision

The term "Answer/Disconnect Supervision" denotes the transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the CDL for terminating calls to the Telephone Company end office as an indication that the called party has answered or disconnected.

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## COMPETITIVE INTERSTATE ACCESS

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

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

Balance (100-Type) Test Line

The term "Balance (100-Type) Test Line" denotes a standard feature of FGA, FGB, FGC, FGD, 800, 877 and 888 Access Service, and refers to the end office termination provided for balance and noise testing. The termination provides off-hook supervision to the calling end, and terminates the line or trunk in a resistive and capacitive arrangement which simulates the characteristic impedance of the end office.

BHMC

See Busy Hour Minutes of Capacity.

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.

Busy Hour Minutes of Capacity

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

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## COMPETITIVE INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Carrier Identification Code

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

***C-Conditioning***

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

C-Message Noise

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

C-Notched Noise

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

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## COMPETITIVE INTERSTATE ACCESS

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

The term "CCS" denotes a hundred call-seconds which is a standard unit of traffic load that is equal to 100 seconds of usage or capacity of a group of lines or trunks.

Call

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

Central Office

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

Central Office Loop Around Test Line

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

Central Office Prefix

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

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## COMPETITIVE INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Centralized Automatic Reporting on Trunks (CAROT) Testing

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

Channelize

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

Circuit

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

Common Line

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

Confirmed ASR

The term "Confirmed ASR" denotes a customer's ASR for Switched Access CIA which the Telephone Company has processed with the Engineering Department to confirm for the customer and the Telephone Company the availability of facilities and/or equipment. The date the ASR is confirmed, the standard service date interval commences.

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## COMPETITIVE INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Confirming Design Layout Report Date

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

Conventional Signaling

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

Customer

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

Customer Designated Location

The term "Customer Designated Location" (CDL) denotes a location specified by the customer for the purpose of terminating CIA services. The Telephone Company must have access to the location to perform installation, testing, and maintenance functions. The customer may or may not have access to the location. CDLs include locations such as customer premises, end user premises, customer repeater stations, customer microwave towers, a Telephone Company's first point of switching, some other point where Telephone Company testing can occur, etc. A CDL may be designated by the customer.

Daily Busiest Hour

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

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## COMPETITIVE INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Dual Tone Multifrequency Address Signaling

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

End Office Switch

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

End User

The term "End User" means any customer of an interstate or foreign telecommunications service that is not a carrier, except that a carrier, other than the Telephone Company, shall be deemed to be an "end user" to the extent that such carrier uses a telecommunications service for administrative purposes, and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller (e.g., hotels, motels and shared tenant services).

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## COMPETITIVE INTERSTATE ACCESS

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

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

Entry Switch

See First Point of Switching.

Excess Capacity

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

Exchange

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

Exchange Access Signaling

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

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## COMPETITIVE INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Extended Area Service

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

Facility

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

Firm Order Confirmation Date

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

First Point of Switching

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

Immediately Available Funds

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

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COMPETITIVE INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)

2.6 Definitions (Cont'd)

Installed Cost

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

Interexchange Carrier (IC) or Interexchange Common Carrier

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

Interstate Communications

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

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## COMPETITIVE INTERSTATE ACCESS

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

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

Line Group

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

Line Side Connection

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

Local Access and Transport Area

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

Maximum Termination Liability

The term "Maximum Termination Liability" (MTL) denotes the maximum amount of money for which the customer is liable in the event all CIA ordered in a Special Construction case are discontinued before a specified period of time.

Maximum Termination Liability Period

The term "Maximum Termination Liability Period" denotes the length of time the customer is liable for a termination charge in the event specially constructed CIA are terminated. The MTL period is equal to the average account life of the CIA provided.

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## COMPETITIVE INTERSTATE ACCESS

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

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

Multicarrier Access Area

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

National Security Emergency Preparedness (NSEP) Services

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

Net Salvage

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

Network Address

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

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## COMPETITIVE INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Non-Overlap Outpulsing

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

Nonrecoverable Cost

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

Nonsynchronous Test Line

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

North American Numbering Plan

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

NSEP Treatment

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

Off-Hook

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

On-Hook

The term "On-Hook" denotes the idle condition of Switched Access or a Telephone Company local service line.

Open Circuit Test Line

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

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COMPETITIVE INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)

2.6 Definitions (Cont'd)

Order Interval

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

Originating Direction

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

Overlap Outpulsing

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

OZZ Code

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

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## COMPETITIVE INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Plant Test Date

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

Point of Termination

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

Premises

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

Pre-service Testing

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

Primary Exchange Carrier

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

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COMPETITIVE INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)

2.6 Definitions (Cont'd)

Recoverable Cost

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

Registered Equipment

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

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COMPETITIVE INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)

2.6 Definitions (Cont'd)

Route Mileage

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

Scheduled Issue Date

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

Secondary Exchange Carrier

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

Service Date

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

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## COMPETITIVE INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)Serving Wire Center

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

Seven-Digit Manual Test Line

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

Short Circuit Test Line

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

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COMPETITIVE INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)

2.6 Definitions (Cont'd)

Terminating Direction

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

Trunk

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

Trunk Group

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

Trunk Side Connection

The term "Trunk Side Connection" denotes the connection of a transmission path to the trunk side of an end office switch.

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## COMPETITIVE INTERSTATE ACCESS

2. GENERAL REGULATIONS (Cont'd)2.6 Definitions (Cont'd)V&H Coordinates Method

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

WATS Serving Office

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

Wire Center

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

Wire Center Area

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

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

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## COMPETITIVE INTERSTATE ACCESS

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

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

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

2.7.2 Single Company Billing

The Single Company Billing method may be applied to FGA Switched Access Service.

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

2.7.3 Meet Point Billing

Meet Point Billing is required when an access service is provided by multiple Telephone Companies\* for FGB, FGC and FGD Switched Access services. It is optional for FGA Switched Access Services.

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

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

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

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

## COMPETITIVE INTERSTATE ACCESS

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

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

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

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

- The Initial Billing Company for FGB, FGC and FGD Switched Access services is normally the end user's serving office and for WATS usage the Initial Billing Company is normally the WATS serving office. When the Initial Billing Company is other than the normally designated Telephone Company, the Telephone Company will notify the customer.
- The Subsequent Billing Company(s) is any Telephone Company(s) in whose territory a segment of the Switched Transport Facility is provided and/or where the CDL is located.

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

(1) Single Bill/Single Tariff

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

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

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

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## COMPETITIVE INTERSTATE ACCESS

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

## (2) Single Bill/Pass-Through Billing

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

- determine its portion of Switched Transport as in 2.7(A)(2)(c);
- determine the applicable charges and bill in accordance with its tariff;
- include all recurring and nonrecurring rates and charges of its tariff; and
- forward the bill to the Initial Billing Company for meet point billed access services.

The Initial Billing Company will:

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

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

## (3) Single Bill/Multiple Tariff

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

- determine each Telephone Company's portion of switched transport and/or special transport as set forth in 2.7.(A)(2)(c);
- determine the applicable charges and bill in accordance with each Telephone Company's tariff;
- include all recurring and nonrecurring charges for each involved Telephone Company;
- identify each involved Telephone Company's charges separately on the bill;
- forward the bill to the customer; and
- advise the customer how to remit the payment, either directly to each Telephone Company involved in the provision of this meet point billed service; or, as a single payment made to the Initial Billing Company. If payments are to be sent directly to the Initial Billing Company, the Subsequent Billing Company(s) will provide the customer with written authorization for the payment arrangement.

(B) Multiple Bill Option

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

- determine its portion of the Switched Transport as set forth in 2.7(A)(2)(c);
- determine the applicable charges and bill in accordance with its tariff;
- include all recurring and nonrecurring rates and charges of its tariff; and
- forward the bill to the customer.

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

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## COMPETITIVE INTERSTATE ACCESS

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

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

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

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## COMPETITIVE INTERSTATE ACCESS

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

## (3) (Continued)

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

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

- (a) Airline miles from telephone company A (office X) to telephone company B (office Y) = 50 airline miles as set forth in NECA Tariff FCC No. 4.
- (b) Billing Percentage for each telephone company (from NECA Tariff FCC No. 4).  
  
Telephone Company A = 40%  
Telephone Company B = 60%
- (c) Access Minutes for Telephone Company A = 9000.
- (d) Tandem-Switched Transport - Facility rate for Telephone Company A = SWT FAC
- (e) Tandem-Switched Transport - Termination Rate = SWT TERM

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

Formula:

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

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

## (3) (Continued)

Calculation:

Telephone Company A

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

- (4) For Switched Access Direct-Trunked Transport, multiply the number of airline miles as in (1), times the BP for each telephone company as in (2), times the Direct-Trunked Transport Facility rate elements. For DS1 and DS3 Special Transport and DS1 and DS3 Direct-Trunked Transport, multiply the Special Transport Termination or Direct-Trunked Transport Termination rate times the number of terminations provided by the Telephone Company.
- (D) All other appropriate recurring and nonrecurring charges in each telephone company's Access tariff are applicable.
- (E) Where the Tandem-Switched Transport – Facility is provided by more than one telephone company, the Tandem-Switched Transport - Termination rate applies for the termination at the Telephone Company end of the Tandem-Switched Transport (i.e., the first point of switching or the end office serving the end user). The Tandem-Switched Transport - Termination rate will not apply when the Telephone Company is the intermediate provider of the Switched Transport Facility.
- (F) The Interconnection charge for Switched Transport shall be billed by the Telephone Company in whose territory the end office is located.
- (G) The Shared Trunk Port for Tandem-Switched Transport shall be billed by the Telephone Company in whose territory the end office is located.
- (H) For tandem routed trunks, the dedicated trunk port shall be billed by the Telephone Company owning the tandem. For end office direct routed trunks, the dedicated trunk port shall be billed by the Telephone Company owning the end office on a single bill, single tariff or multiple bill, multiple tariff meet point billing arrangement.
- (I) The shared multiplexing charge will be assessed to the interexchange carrier by the Telephone Company owning the access tandem under the multiple bill, multiple tariff meet point billing option, and to the initial billing company, by the Telephone Company owning the access tandem, under the single bill, single tariff meet point billing option.

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