Section 2 - General Regulations

2.1 Undertaking of the Telephone Company

- 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. The Telephone Company shall not be responsible to customers for endto-end service of which the services provided under this tariff are part.
- C. Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this tariff.
- D. The Telephone Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.
- E. 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.

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

F. Telephone numbers assigned to services offered under this tariff shall remain the property of the Telephone Company.

When necessary in the conduct of its business, 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. Should it become necessary to make a change in such number(s), the Telephone Company will give the customer 6 months written notice by Certified U.S. Mail. The notice will include the effective date of the change and an explanation of the reason(s) for such change(s).

G. The regulations set forth in this tariff shall apply to (1) access services ordered by a customer pursuant to Section 5, as well as to (2) facilities provisioned by the Telephone Company on behalf of a customer as DS1 or DS3 loop or transport, entrance facilities, dedicated DS0 and/or Optical Carrier Network unbundled network elements (UNEs), but which, as of March 12, 2006, are no longer available as UNEs and for which no alternative arrangements have been made as of March 12, 2006.

(This page filed under Transmittal No. 903)

Issued: February 24, 2006

(N)

(N)

ACCESS SERVICE Section 2 - General Regulations

2.1 Undertaking of the Telephone Company (Cont'd)

H. Broadband Services - Pursuant to the detariffing authority granted by the Commission in Memorandum Opinion and Order, FCC 07-180 (released October 12, 2007), certain broadband services have been withdrawn from this tariff. When offering these services through non-tariffed arrangements, the Telephone Company will abide by all of the special access merger commitments set forth in Memorandum Opinion and Order, FCC 06-189 at Appendix F (released March 26, 2007), including but not limited to commitments that contain references to "tariffs," such as those addressing pricing dispute resolution, and access service ratio terms. The detariffing of these services does not diminish or supersede any of those special access merger commitments.

(This page filed under Transmittal No. 965)

(N)

2.2 <u>Provision of Service</u> 2.2.1 General

The Telephone Company will provide services offered in this tariff on a first-come, first-served basis at the rates and charges specified herein upon reasonable notice and to the extent that such services are or can be made available with reasonable effort:

- A. after provision has been made for the Telephone Company's Telephone Exchange Services and
- B. in accordance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations, which specifies the procedures for the use and restoration of leased intercity private line services in emergencies.

2.2.2 Routing of Facilities

The Telephone Company will determine the routing of facilities used for the provision of service. Other routing may be provided pursuant to the Section 11 Special Facilities Routing of Access Services regulations or the Telephone Company's Special Construction tariff.

2.2.3 Type of Facilities

The Telephone Company will determine the type of facilities used for the provision of service. Other types of facilities may be provided pursuant to the Telephone Company's Special Construction Tariff.

2.2.4 Design Layout Report

At the customer's request, the Telephone Company will furnish information regarding the facilities used to provision services provided under this tariff to aid the customer in designing its overall service. Such information will be made available in the form of a Design Layout Report (DLR). The DLR will be reissued or updated whenever the facilities used to provide service are materially changed. For Switched Access Service, the DLR will provide information from the customer premises to the first point of switching only.

2.2.5 Installation and Termination of Services

An individual Access Service has only one Point of Termination per customer premises, i.e., there are no provisions for intra-premises extensions. The Telephone Company will provide additional Points of Termination at an additional charge. The charge for additional points of termination will include the cost of additional materials and labor. The services provided under this tariff include any entrance cable or drop wiring and wire or intra-building cable up to the point where provision is made for termination of the Telephone Company's outside distribution network facilities at a suitable location inside a customer premises. Services will be installed by the Telephone Company to such Point of Termination. Any additional wiring beyond the Point of Termination is the sole responsibility of the customer. Since the Point of Termination is an inherent part of Access Service, the Point of Termination may be moved as set forth in Section 2.10.3 B.

(This page filed under Transmittal No. 1072)

2.2 Provision of Service (Cont'd)

2.2.6 Substitutions, Changes and Rearrangements

In accordance with Part 68.110(b) of the FCC Rules and Regulations which pertains to changes in Telephone Company facilities, equipment, operations, or procedures, the Telephone Company may, where such action is reasonably required in the operation of its business:

- A. substitute, change or rearrange any facilities used in providing service under this tariff, including but not limited to:
 - (1) substitution of different metallic facilities,
 - (2) substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities and
 - (3) substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities,
- B. change minimum protection criteria,
- C. change operating or maintenance characteristics of facilities, or
- D. change operations or procedures of the Telephone Company.

In case of any such substitution, rearrangement or change, the transmission parameters will remain within the range set forth in the technical reference publications for the service involved. The Telephone Company shall not be responsible if any such substitution, rearrangement or change renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance.

If such substitution, rearrangement or change materially affects the operating characteristics of the facility, the Telephone Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Telephone Company will work cooperatively with the customer to determine reasonable notification requirements.

(This page filed under Transmittal No. 446)

ACCESS SERVICE

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(x) Issued under authority of Special Permission No. 08-027 of the FCC in order to withdraw material filed under Transmittal No. 979 without it becoming effective.

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ACCESS SERVICE

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2.3 Refusal and Discontinuance of Service

The Telephone Company may refuse additional applications for service or discontinue the provision of services as set forth in 2.3(A)(1) and 2.3(A)(2) following, unless the regulations pertaining to Interference or Impairment (Section 2.5.6) or Connections (Section 2.6) apply, if a customer fails to comply with regulations pertaining to Unlawful and Abusive Use (Section 2.5.1), Damage to Facilities (Section 2.5.7), Availability for Testing (Section 8.2), Payment of Rates, Charges and Deposits (Section 2.8), including any payments to be made by it on the dates and times herein specified.

- (A) The Telephone Company may initiate any or all of the actions described in 2.3(A)(1) and 2.3(A)(2) on fifteen (15) calendar days written notice for failure to comply with the bill payment provisions in Section 2.8.2 B if:
 - (i) the Telephone Company has sent the subject bill to the customer within seven(7) business days of the bill date; or
 - (ii) the Telephone Company has sent the subject bill to the customer more than thirty (30) calendar days before notice under this section is given.

The 15 day notice will be made by Overnight Delivery 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.

For all other compliance failures not qualifying for 15 day notice, the Telephone Company will give thirty (30) calendar days written notice by Overnight Delivery or Certified U.S. Mail (return receipt requested) 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. The Telephone Company will maintain records sufficient to validate the date upon which a bill was sent to a customer.

Overnight Delivery under this section shall be performed by a reputable carrier such as the U.S. Postal Service Express Mail, Airborne, United Parcel Service, or Federal Express.

(1) Refuse additional applications for service and/or refuse to complete any pending orders for service by the noncomplying customer at anytime thereafter. The Telephone Company may also refuse to accept and process any requests from end users or from the customer to designate that customer as the end user's Primary Interexchange Carrier (PIC), as described in Section 4, following. If an end user contacts the Telephone Company to designate the customer as the end user's PIC, the end user will be given the choice of either remaining with the end user's existing PIC or selecting a new PIC other than the customer. If the Telephone Company does not refuse additional applications for service or PIC changes to the customer on the date specified in the fifteen (15) or thirty (30) days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service to the noncomplying customer without further notice.

(This page filed under Transmittal No. 882)

2.3 Refusal and Discontinuance of Service (Cont'd)

- A. (Cont'd)
 - (2) Discontinue the provision of the services to the noncomplying customer. If the Telephone Company discontinues service, it will no longer route any switched access traffic that uses the customer's Carrier Identification Code(s)(CIC). In the case of (T) such discontinuance, all applicable charges, including (C) termination charges, shall become due. If the Telephone Company (C) does not discontinue the provision of the services involved on (C) the date specified in the notice and the customer's (M) noncompliance continues, nothing contained herein shall (M) preclude the Telephone Company's right to discontinue the (M) provision of the services to the noncomplying customer without (C) further notice. (M)

The Telephone Company will not initiate any of the actions described in paragraphs (1) and (2) above as to disputed bill amounts where the customer does not pay disputed bill amounts by the bill due date as specified in Section 2.8.2(B), and the Telephone Company has not rendered a decision on the dispute. The dispute process is outlined in 2.8.3.

B. 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 companies affected by the nonpayment are incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other telephone companies will, if technically feasible, assist in denying the joint service to the customer. Service denial for such joint service will only include calls which originate or terminate within, or transit, 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 telephone company where the customer end office is located shall prevail for joint service discontinuance provisions.

(N)

(M)

(N)

Revised material appearing on this page previously appeared on 7th Revised Page 2-4.

Material previously appearing on this page now appears on 2nd Revised Page 2-4.2.

(This page filed under Transmittal No. 860)

Issued: March 4, 2005

2.4 Telephone Company Liability

- A. 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.
- B. The Telephone Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of C. 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 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.

(M)

Material appearing on this page previously appeared on 5th Revised Page 2-4.1.

(This page filed under Transmittal No. 860)

Issued: March 4, 2005

(M)

2.4 Telephone Company Liability (Cont'd)

- C. 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 of omission hold liable any other carrier or customer providing a portion of a service.
- D. 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.
- E. The Telephone Company shall be indemnified, defended and held harmless by the IC or the end user against any claim, loss or damage arising from the IC's or end user's use of services offered under this tariff, involving:
 - Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the IC's or end user's own communications;
 - (2) Claims for patent infringement arising from the IC's or end user's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the IC or end user;
 - (3) All other claims arising out of any act or omission of the IC or end user in the course of using services provided pursuant to this tariff.
- F. 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. 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.
- H. The regulation for the installation, use and restoration of Telecommunications Service Priority (TSP) System services shall be subject to Part 64.401, Appendix A, of the Federal Communications Commission's Rules and Section 10. following.

Certain material on this page formerly appeared on Page 2-7.

(This page filed under Transmittal No. 644)

Issued: March 31, 1995

(M)

(M)

2.5 Obligations of the Customer

2.5.1 Unlawful and Abusive Use

The services provided under this tariff shall not be used for an unlawful purpose or used in an abusive manner.

- A. Abusive use includes:
 - 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.
- B. The Telephone Company shall, 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.
- C. In such instances when termination occurs, as in B. preceding, the Telephone Company shall be indemnified, defended and held harmless by the customer or any other Exchange Carrier or party 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.

2.5.2 Equipment Space and Power

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

2.5.3 Design of Customer Services

Subject to the provisions of Section 2.2.5, 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.

(This page filed under Transmittal No. 446)

2.5 Obligations of the Customer (Cont'd)

2.5.4 References to the Telephone Company

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

2.5.5 Assignment or Transfer of Service

The customer may not assign or transfer the use of services provided under this tariff; however, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:

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

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

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

Certain material formerly on this page now appears on Page 2-5.

(This page filed under Transmittal No. 644)

- 2.5 Obligations of the Customer (Cont'd)
 - 2.5.6 Interference or Impairment
 - A. All signals for transmission over the services provided under this tariff shall be delivered by the customer balanced to ground except for ground start, duplex (DX) and McCulloh-Loop (Alarm System) type signaling and dc telegraph transmission at speeds of 75 baud or less.
 - B. 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.
 - C. Except as provided for equipment or systems subject to Section 68.108 of the FCC's Rules and Regulations, if such characteristics or methods of operation are not in accordance with A. and B. preceding, the Telephone Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During this period of temporary discontinuance, credit allowance for service interruptions is not applicable.

2.5.7 Damage to Facilities

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.

(This page filed under Transmittal No. 446)

2.5 Obligations of the Customer (Cont'd)

- 2.5.8 Claims and Demands for Damages
 - A. With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the customer.
 - в. 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 third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Telephone Company's services provided under this tariff, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortuous 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 or omission of the customer in the course of using services provided under this tariff.

2.5.9 Certification of Special Access as Interstate

A. Special Access lines, including Access Advantage Plus (AA+) Transport Service, are classified as interstate and provided in accordance with this tariff when the lines carry more than ten percent interstate traffic. When the percent of interstate usage is less than ten percent, the lines will be provided in accordance with the appropriate intrastate tariff.

(This page filed under Transmittal No. 781)

Issued: December 27, 2002

(N)

(N)

2.5 Obligations of the Customer (Cont'd)

- 2.5.9 Certification of Special Access as Interstate (Cont'd)
 - B. The customer shall certify whether or not interstate traffic is greater than ten percent of the total traffic carried on the Special Access line(s). This certification will be provided to the Telephone Company by the customer as follows:
 - when ordering the line(s) via the Access Service Request (ASR) form, or
 - in the form of written correspondence with clear identification of each line involved and the customer designated jurisdiction associated with each line at the time that the line(s) are ordered, or
 - in the form of written correspondence with clear identification of each line involved and the designated jurisdiction associated with each line for all existing lines within ninety (90) days of the effective date of this tariff. All termination charges shall be waived for existing lines which change jurisdiction within the 90 day period from the effective date of this tariff.

In the event the customer does not provide the Telephone Company with written certification as defined in item (3) above, the jurisdiction of the existing lines will be assumed to be interstate until such time as the customer provides the appropriate written certification.

C. With respect to billing disputes regarding the jurisdiction of a Special Access Service, the customer shall be required to provide to the Telephone Company general information on system design and function that is used by the customer to determine the jurisdiction of the Special Access Service.

2.3.10 VoIP - PSTN Traffic

This Section applies to VoIP-PSTN traffic exchanged between the Telephone Company and the Customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. VoIP-PSTN traffic originates and/or terminates in IP format if it originates from and/or terminates to an end-user Customer of a service that requires Internet protocol-compatible Customer premises equipment. The Switched Access rate elements in this tariff for both usage and facilities apply to any VoIP-PSTN traffic.

(This page filed under Transmittal No. 1025)

Issued: January 31, 2012

(N)

(N)

ACCESS SERVICE

2.6 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.

2.7 <u>Switched Access Service Used for Both Interstate and Intrastate</u> Applications

When the same Switched Access Service(s) is(are) used for both interstate and intrastate applications, all charges, including optional features charges, i.e., nonrecurring, monthly and/or usage, will be prorated between interstate and intrastate on the basis of the projected percentage of interstate usage (PIU), expressed as a whole number, i.e., a number from 0 to 100.

Interstate usage consists of calls which enter a customer network in a different state than where the called station (as designated by the called station number) is situated. Calls that enter a customer network within the same state as that in which the called station is situated are classified as intrastate communications.

2.7.1 <u>Charge Determination</u> The interstate charges are determined as follows:

- A. <u>For Monthly and Nonrecurring Chargeable Rate Elements</u> The projected percentage of interstate use, expressed in decimal form, is multiplied by the quantity of chargeable elements and the stated tariff rate.
- B. For Usage Sensitive (i.e., access minutes and calls) Chargeable Rate <u>Elements</u> The projected percentage of interstate use, expressed in decimal form, is multiplied by the actual use and the stated tariff rate.

2.7.2 <u>Initial Jurisdictional Report Requirements</u> Where the customer orders new trunks that augment an existing (N) trunk group that carries both interstate and intrastate traffic and the PIU is determined from the actual call detail, the PIU applied to the provisioning and billing of the new trunks requested by the customer will also be determined from the actual call detail for the entire trunk group. In such instances, the Access Service Request used by the customer to order the new trunks cannot reflect a PIU of 100%. (N)

A. Feature Groups A and B (FGA and FGB)

For all FGA individual lines or multiline hunt group arrangements and FGB trunks or trunk group arrangements the customer shall state the projected interstate usage percentage for each service ordered.

(This page filed under Transmittal No. 739)

Issued: January 12, 2000

- 2.7 <u>Switched Access Service Used for Both Interstate and Intrastate</u> <u>Applications</u> (Cont'd)
 - 2.7.2 Initial Jurisdictional Report Requirements (Cont'd)
 - A. Feature Groups A and B (FGA and FGB) (Cont'd)

For all groups the number of access minutes for a group will be multiplied by the projected interstate percentage to develop the interstate access minutes. Intrastate access minutes are developed by subtracting the number of interstate minutes from the total access minutes for the group.

- B. Feature Group D (FGD), 500 Access Service, 700 Access Service, 800 Database and 900 Access Service
 - (1) Jurisdiction can be Determined from Call Detail When the jurisdiction can be determined from call detail, (e.g., originating FGD MTS traffic), the Telephone Company will bill the actual intrastate usage for each end office on a monthly basis as provided by the call detail.
 - (2) Insufficient Call Detail to Determine Jurisdiction When originating or terminating call details are insufficient to determine jurisdiction, the customer shall provide to the Telephone Company the interstate percentage for the traffic types (e.g., 500 originating, 700 originating, 800 originating, and 900 originating), by LATA. If the customer does not provide a percentage for originating 700 Access Service, the Telephone Company will designate a PIU default factor of 41% for that service.
- C. Directory Assistance Service

When a customer orders Directory Assistance Service the customer shall provide the projected interstate percentage for terminating use in their order for service as a whole number, i.e., a number from 0 to 100, for each Directory Access Service group ordered. An optional method the customer may wish to adopt is to use its terminating traffic from its premises to the involved Directory Assistance Location and calculate the projected interstate percentage as set forth in B. preceding.

(This page filed under Transmittal No. 647)

(N) | (N)

- 2.7 <u>Switched Access Service Used for Both Interstate and Intrastate</u> Applications (Cont'd)
 - 2.7.2 Initial Jurisdictional Report Requirements (Cont'd)
 - D. <u>Busy Line Interrupt (BLI) and Busy Line Verification (BLV)</u> Service

When a customer orders BLI and BLV Services the customer shall, in its order provide the projected interstate percentage for terminating use in a whole number (a number of 0 through 100) for each BLI and BLV Service group ordered. The Telephone Company will derive the number by subtracting the projected interstate percentage provided by the customer from 100 (100 - customer percentage = intrastate percentage) as the projected intrastate percentage of use.

E. Dedicated Signaling Transport (DST) and Line Information Data Base (LIDB) Validation Service

(T)

The jurisdictional requirements for DST and LIDB Validation Service are described in 17.5, following.

F. Entrance Facilities and Direct-Trunked Transport Facilities

When a customer orders Entrance Facilities and/or Direct-Trunked Transport Facilities the customer shall, in its order, provide to the Telephone Company the projected interstate percentage of use (PIU) in a whole number (a number of 0 through 100) for each Entrance Facility and a separate PIU for each Direct-Trunked Transport Facility. These PIU factors will account for both the originating and terminating traffic of all services using these facilities. The Telephone Company will derive the projected intrastate PIU by subtracting the projected interstate percentage provided by the customer from 100 (100 - customer percentage = intrastate percentage).

(This page filed under Transmittal No. 1072)

2.7 <u>Switched Access Service Used for Both Interstate and Intrastate</u> <u>Applications</u> (Cont'd)

- 2.7.2 Initial Jurisdictional Report Requirements (Cont'd)
 - F. Entrance Facilities and Direct-Trunked Transport Facilities (Cont'd)

At the customer's option, a LATA-level PIU factor may be provided for all Entrance Facilities or for all Direct-Trunked Transport facilities provided in the LATA. These PIU factors will account for both the originating and terminating traffic of all services using these facilities within the LATA. The specified percentage will be applied to all Entrance Facilities or to all Direct-Trunked Transport facilities within the LATA.

At the customer's option, a Letter on File which specifies the PIU for Entrance Facilities and for Direct-Trunked Transport may be provided to the Telephone Company. The Letter on File will be used by the Telephone Company to develop the projected intrastate percentage.

The Entrance Facility and Direct-Trunked Transport facility PIU must be provided to the Telephone Company upon ordering service, and thereafter, on a quarterly basis. Provisions for updating the interstate jurisdictional report as specified in 2.7.4 will apply.

G. Tandem-Switched Transport

For each Tandem-Switched Transport minute of use provided to the customer, rates and charges will be apportioned by the Telephone Company between interstate and intrastate based upon the PIUs used to apportion the rates and charges for tandem routed feature group MOU as set forth in 2.7.2 A and B, preceding.

Expanded Interconnection н. When a customer orders a Cross-Connect Termination to Direct-Trunked Transport at a serving wire center, end office or tandem switch, for which no Cross-Connect Termination service PIU has been previously reported, the customer shall, in its order, provide to the Telephone Company the Projected Interstate Percentage of Use (PIU) in a whole number (a number 0 through 100) for each Cross-Connect Termination to Switched Access services. The PIU factor will account for both the originating and terminating traffic of all Switched Access services using these terminations. The Telephone Company will derive the projected intrastate PIU by subtracting the projected interstate percentage provided by the customer from 100 (100 - customer percentage = intrastate percentage).

Some material previously appearing on this page is now found on the 2nd Revised Page 2-11.3. Some material on this page previously appeared on the 1st Revised Page 2-11.3.

(This page filed under Transmittal No. 1072)

Issued: August 29, 2014

Effective: September 13, 2014

(M)

(M)

- 2.7 <u>Switched Access Service Used for Both Interstate and Intrastate</u> Applications (Cont'd)
- 2.7.2 Initial Jurisdictional Report Requirements (Cont'd)
- H. Expanded Interconnection (Cont'd)

The Cross-Connect Termination PIU must be provided to the Telephone Company upon ordering service, and thereafter, on a quarterly basis. Provisions for updating the interstate jurisdictional report as specified in 2.7.4 will apply.

For all other Expanded Interconnection rate elements, a PIU factor must be provided as set forth in 2.5.9, Certification of Special Access as Interstate.

I. Signaling for Tandem Switching

When a Tandem Switching Provider (TSP) orders Signaling for Tandem Switching, the TSP shall provide to the Telephone Company a Signaling for Tandem Switching percentage interstate use in a whole number (a number of 0 through 100). The Telephone Company will derive the projected intrastate PIU by subtracting the projected interstate percentage provided by the customer from 100 (100 - customer percentage = Intrastate percentage).

At the customer's option, a Letter on File, which specifies the PIU for (T) Signaling for Tandem Switching may be provided to the Telephone Company. The Letter on File will be used by the Telephone Company to develop the (T) projected intrastate percentage.

The Signaling for Tandem Switching PIU must be provided to the Telephone Company upon ordering service, and thereafter, on a quarterly basis. Provisions for updating the interstate jurisdictional report as specified in 2.7.4 will apply.

At the customers' option, a LATA-level PIU factor may be provided for all Signaling for Tandem Switching provided in the LATA. The specified percentage will be applied to all Signaling for Tandem Switching within the LATA.

When a TSP orders Entrance Facilities or Cross-Connect Terminations and Direct-Trunked Transport facilities for use with Signaling for Tandem Switching, for which no PIU has been previously reported, the TSP shall, in its order, provide to the Telephone Company the projected PIU for each Entrance Facility or Cross-Connect Termination and Direct-Trunked Transport

2.7.3 Projected Intrastate Percentage

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The projected intrastate percentage of use for originating and terminating access minutes is obtained by subtracting the interstate percentage from 100.

Some material previously appearing on this page now appears on the 6th Revised Page 2-11.2. Some material appearing on this page previously appeared on the 5th Revised Page 2-11.2.

(This page filed under Transmittal No. 1072)

Issued: August 29, 2014

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2.7 <u>Switched Access Service Used for Both Interstate and Intrastate</u> Applications (Cont'd)

2.7.4 Jurisdictional Report Updates

The customer shall update the projected interstate jurisdictional report, effective the first day of each quarter, i.e., January, April, July and October. The customer shall forward a revised report to the Telephone Company, to be received no later than 20 days after the first of each quarter. The revised report shall show 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.

The revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. No prorating or back billing will be done based on the report. If the customer does not supply the reports, the Telephone Company will assume the percentages to be the same as those provided in the last quarterly report, with the exception of originating 700 Access Service. The Telephone Company, until notified differently, will designate for originating 700 Access Service a PIU factor of 41% that is effective from the first date the customer takes service. If no quarterly report has ever been received from the customer, the Telephone Company will assume the percentages to be the same as those provided in the order for service.

2.7.5 Jurisdictional Report Verification

The customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Telephone Company, make the records available for inspection. Such a request will be initiated by the Telephone Company no more than once per year. The customer shall supply the data within 20 calendar days of the Telephone Company request.

2.7.6 Revisions to Existing Line or Trunk Groups

Except where Telephone Company measured access minutes are used to determine interstate usage, the last customer reported interstate percentage of use will be used until the customer submits a revised projected interstate percentage for an in-service end office.

When the customer adds or discontinues lines or trunks to an existing end office or Telephone Company access tandem, the customer shall furnish a projected interstate percentage that applies to the remaining lines or trunks. The revised report will serve as the basis for future billing and will be effective on the next bill date. No prorating or back billing will be done based on the report.

(This page filed under Transmittal No. 647)

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TARIFF F.C.C. NO. 39 5th Revised Page 2-13 Cancels 4th Revised Page 2-13

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Certain material previously appearing on this page now appears on 4th Revised Page 2-13.3.

(This page filed under Transmittal No. 860)

2.8 Payment Regulations (Cont'd)

2.8.1 Deposits

To protect itself from the risk of non-payment, the Telephone Company may require a customer to provide a cash deposit in those instances specified in 2.8.1(A) below.

- A. There is a proven history of late payments or the customer has not demonstrated established credit. A proven history of late payments is defined as 2 or more occasions within the preceding 12 months in which payment(s) for the undisputed charges of that month's total billings (sum of all bills sent in that month for all accounts for all services provided under this tariff by the Telephone Company) was
- (1) not received within 3 business days following the payment due date and
- (2) the payment(s) not received within 3 business days represented at least 10% of the month's total billings for all accounts for all services provided under this tariff by the Telephone Company.

Example for January 2005 billings:

Assume:

\$100 payment for a January billing received on the due date \$100 payment for a January billing received 1 business day late \$100 payment for a January billing received 4 business days late

Total January billings for all accounts for all services provided under this tariff by the Telephone Company sum to \$300. There are no disputes.

One payment is recognized as being late since it is beyond 3 business days late and it represents 33% of the monthly billings. This would represent the first occasion of a monthly late payment.

Disputed billed amounts for the sake of this section are disputed via the process outlined in 2.8.3.

In the event that a customer has a history of late payments or has not demonstrated established credit, the Telephone Company may require the customer to pay a two-month deposit based on the total charges billed and rendered by the Telephone Company for the most recent two months of service. In the event the customer has not received two months of service from the Telephone Company, the two-month deposit will be based on charges estimated by the Telephone Company for the initial two-month period.

(This page filed under Transmittal No. 860)

(N)

2.8 Payment Regulations (Cont'd)

2.8.1 Deposits (Cont'd)

A. (Cont'd)

The Telephone Company will provide the customer written notice by Overnight Delivery as described in 2.3(A) if a deposit is required under this section. The customer must pay the twomonth deposit within 15 business days following the date the written notice is sent to the customer. Such notice period will begin the day after the notice is sent. If the customer fails to pay the deposit by the due date, as described above, the Telephone Company may send the customer a written notice by Overnight Delivery stating that if the deposit is not received within 15 calendar days of the original deposit due date, the Telephone Company may take any or all of the actions specified in Section 2.3(A).

Simple interest at a rate outlined in 2.8.1(A)(1), following, will accrue on cash deposits. Simple interest will be applied for the number of days from the date the customer deposit is received by the Telephone Company to and including the date such deposit is credited to the customer's account or the date the deposit is refunded by the Telephone Company.

The cash deposit will be returned, with any accrued, uncredited interest within 15 business days of when a customer with a history of late payments or no established credit history demonstrates a one-year prompt payment record (undisputed billed balances are paid within the bill payment requirements outlined in 2.8.2(B)).

In the event the provision of all service to the customer is terminated and the Telephone Company maintains a cash deposit from the customer, the deposit and any accrued, uncredited interest will be applied to any outstanding sums owed to the Telephone Company, and any remaining balance will be returned to the customer.

(This page filed under Transmittal No. 1027)

Issued: April 5, 2012

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2.8 Payment Regulations

2.8.1 Deposits (Cont'd)

A. (Cont'd)

(1)

| State | Interest Rate | |
|-------------|---|----------------------|
| Connecticut | In the case of a cash deposit, for the period the deposit is held by the Telephone Company, the Customer will receive simple interest at the rate of 1.5% per month (.0004931 per day) or 18% annually. | (C) (C) |

2.8.2 Billing and Payment Dates

A. End User Access Service and Presubscription

The Telephone Company will establish a monthly billing date for each end user account and shall bill all End User Access Service and Presubscription charges incurred by, and credits due to, the customer under this tariff on a current basis. Charges shall be billed in advance for services to be provided during the ensuing billing period, except for the Federal Government, which will be billed in arrears. Any applicable current charges, any known unbilled charges for prior periods and any known unbilled adjustments for prior periods will be applied to this bill. Bills are due when rendered.

(This page filed under Transmittal No. 1027)

TARIFF F.C.C. NO. 39 1st Revised Page 2-13.4 Cancels Original Page 2-13.4

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x Issued under authority of Special Permission No. 03-002 of the F.C.C. in order to withdraw material filed under Transmittal No. 772 without becoming effective.

(This page filed under Transmittal No. 783)

Issued: January 13, 2003

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x Issued under authority of Special Permission No. 03-002 of the F.C.C. in order to withdraw material filed under Transmittal No. 772 without becoming effective.

(This page filed under Transmittal No. 783)

Issued: January 13, 2003

2.8 Payment Regulations (Cont'd)

- 2.8.2 Billing and Payment Dates (Cont'd)
 - B. <u>Service Other Than End User Access Service and</u> Presubscription

The Telephone Company will establish a monthly billing date for each customer account and shall bill all charges incurred by, and credits due to the customer under this tariff on a current basis. Charges are billed in advance for services to be provided during the next billing period, except for usage sensitive charges and charges to the Federal Government which are billed in arrears. The bill will cover nonusage sensitive charges for the next billing period, any known unbilled nonusage sensitive charges for prior billed periods, and usage charges accrued since the last billing date. Any known unbilled usage charges or adjustments for prior periods will also be applied to the bill.

Bills are due in immediately available funds 31 days after the billing date or by the next billing date, whichever is the shortest interval, except when this would cause payment to be due on a Saturday, Sunday or Holiday. If the payment due date falls on a Saturday, Sunday or a Holiday the payment date shall be the first business day following such Saturday, Sunday or Holiday.

Immediately available funds denote 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.

The holidays covered by this regulation include 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.

If any portion of the payment is received by the Telephone Company after the payment date, or if any portion of the payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, then a late payment penalty shall be due to the Telephone Company. The late payment penalty shall be the portion of the payment not received by the payment date multiplied by a late factor. The late factor shall be simple interest at the rate of 1.5% per month (.0004931 per day) or 18% annually.

(C) (C)

(This page filed under Transmittal No. 1027)

2.8 <u>Payment Regulations</u> (Cont'd)

2.8.2 Billing and Payment Dates (Cont'd)

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2.8.3 Billing Disputes

- (A) In the event that a billing dispute occurs concerning any charges billed to the customer by the Telephone Company the following regulations will apply.
 - (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. Such claim must identify in detail the basis for the dispute, 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.

(This page filed under Transmittal No. 1027)

- 2.8 Payment Regulations (Cont'd)
 - 2.8.3 Billing Disputes (Cont'd)
 - (A) (Cont'd)
 - (2) The date of the dispute shall be the date on which the customer furnishes the Telephone Company the account information required by Section 2.8.3(A)(1).
 - (3) The date of resolution shall be the date on which the Telephone Company completes its investigation of the dispute, notifies the customer in writing of the disposition and, if the billing dispute is resolved in favor of the customer, applies the credit for the amount of the dispute resolved in the customer's favor to the customer's bill.
 - (4) If the dispute is decided to be in favor of the Telephone company, then the resolution date will be the date upon which a written decision on this dispute is sent to the customer.
 - (B) Any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in 2.8.2(B) preceding.
 - (C) If the customer disputes the bill in writing on or before the payment date and pays the undisputed amount on or before the payment date, any late payment charge for the disputed amount will not start until 10 working days after the payment date.
 - (D) If the billing dispute is resolved in favor of the customer, no late payment penalty will apply to the disputed amount.
 - (1) In addition, if the customer disputes the bill amount in writing within 90 days of the payment date and pays the total amount (i.e., the undisputed amount and the disputed amount) and the billing dispute is resolved in the favor of the customer, the Telephone Company will refund the disputed amount plus a disputed amount penalty from the date the customer paid the bill to the date of the resolution of the dispute. If the customer files a claim in writing more than 90 days after the payment date and pays the total amount and the billing dispute is resolved in favor of the customer, the Telephone Company will refund the disputed amount plus a dispute date and pays the total amount and the billing dispute is resolved in favor of the customer, the Telephone Company will refund the disputed amount plus a disputed amount penalty from the later of 1) the date the claim was filed or 2) the date payment of the disputed amount was received, to the date of resolution of the dispute.

(This page filed under Transmittal No. 860)

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2.8 Payment Regulations (Cont'd)

2.8.3 Billing Disputes (Cont'd)

- (D) (Cont'd)
 - (2) The disputed amount penalty shall be the disputed amount resolved in the customer's favor times a penalty factor. The penalty factor shall be simple interest at the rate of (C) 1.5% per month (.0004931 per day) or 18% annually. (C)

2.8.4 Adjustments for Services Discontinued in a Billing Period

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or major fraction of days based on a 30 day month. Upon request, the Telephone Company will furnish such detailed information as may reasonably be required for verification of any bill if such information is available.

2.8.5 Rounding

When a rate 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.

2.8.6 Multiple Copies of Bills

When more than one copy of a customer bill for services provided under the provisions of this tariff is furnished to the customer, an additional charge applies for each additional copy of the bill as set forth in Section 13.1.

(This page filed under Transmittal No. 1027)

Issued: April 5, 2012

2.9 Billing of Access Service Provided by Multiple Companies

When an Access Service is ordered by a customer where one end of the service is in one Exchange Telephone Company operating territory and the other end is in another Exchange Telephone Company operating territory, the Exchange Telephone Companies involved will agree upon a billing, design and ordering arrangement which is consistent with the provisions contained in this section and the Ordering and Billing Forum standards, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD). The multiple bill arrangement, as described following, is the only option available to the customer. If any changes are made in these arrangements, the Exchange Telephone Companies involved will give affected customers 30 days notice prior to implementation.

At the time an order is placed, the customer will be notified of the arrangement which will apply and any pertinent information pertaining thereto, e.g., the entity to which payment should be made, the entity to which billing inquiries should be made, the entity which will be responsible for adjustments to bills, etc.

2.9.1 Arrangement for Feature Group A (FGA) Service

A. Ordering

The company where the first point of switching is located shall accept the order for FGA service. The other company(ies) involved shall also receive copy of the order (C) from the customer.

B. Rating and Billing of Service

The company that accepts the order for service will arrange to provide the service, bill and collect all appropriate charges in accordance with the regulations, rates and charges in its Access Service tariff.

2.9.2 Multiple Bill Arrangement for Service Other than FGA

A. <u>General</u>

Separate bills will be rendered by the Exchange Telephone Companies for Access Service other than FGA.

(This page filed under Transmittal No. 452)

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2.9 Billing of Access Service Provided by Multiple Companies (Cont'd)

- 2.9.2 Multiple Bill Arrangement for Service Other than FGA (Cont'd)
 - B. Ordering

Each company will accept an order for service from the customer.

C. Rating and Billing of Service

Each company will provide its portion of the Access Service based on the regulations, rates and charges contained in its Access Service tariff, subject to the following rules, as appropriate:

- (1) The charges billed by this company for mileage sensitive rate elements, e.g., Switched Transport, Special Access Service Channel Mileage or Directory Assistance Transport, are determined as follows: (S) (y)
 - (a) The total mileage for the service is computed using the V&H Coordinate Method set forth in National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4 (NECA No. 4) (x)
 - (b)A billing factor is determined from NECA No. 4 for the Telephone Company premises and/or the interconnection point(s) involved.(x)
 - (c) This company's rates and charges are then multiplied by the appropriate quantity(ies) and the billing factor to obtain the charges for this company.

Examples of this methodology are shown in Sections 2.9.2 D and E.

- (2) The application of nondistance sensitive rate elements varies according to the rate structure and the location of the facilities involved:
 - (a) When rates and charges are listed on a per point of termination basis, 100% of this company's rates will be billed for the termination(s) within this company's operating territory only.
 - (b) When rates and charges are listed on a per unit basis, e.g., central office bridging or multiplexing, 100% of this company's rates and charges will apply for units located in this company's operating territory only.
 - (c) When rates and charges are developed on an individual case basis, such rates will be developed for the portion of the service provided by this company.
- (x) Issued under authority of Special Permission No. 93-1231 of the Federal Communications Commission.
- (y) Reissued material scheduled to become effective December 30, 1993.

(This page filed under Transmittal No. 593)

Issued: December 23, 1993

- 2.9 Billing of Access Service Provided by Multiple Companies (Cont'd)
 - 2.9.2 Multiple Bill Arrangement for Service Other than FGA (Cont'd)
 - C. Rating and Billing of Service (Cont'd)
 - (2) (Cont'd)
 - (d) When rates and charges are listed on a per minute of use basis, e.g., Tandem-Switching charge, 100% of this Company's rates will be billed if the Telephone Company access tandem is located in this company's operating territory.
 - (e) Pursuant to meet point billing agreements between the Telephone Company and certain Certified Local Exchange Carriers (CLECs), the Telephone Company may also assess the interconnection charge when traffic has originated or terminated at CLEC end offices.
 - (3) There are no intermediate, non-terminating exchange carriers in the company's operating territory. No termination charges are imposed by any intermediate, non-terminating exchange carriers in a jointlyprovided meet point billing access arrangement associated with this company.

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(This page filed under Transmittal No. 704)

2.9 Billing of Access Service Provided by Multiple Companies (Cont'd)

- 2.9.2 Multiple Bill Arrangement for Service Other than FGA (Cont'd)
 - D. Multiple Bill Example for Switched Access Service
 - (1) Example of Direct-Trunked Transport

Assume that FGD is ordered to an End Office in the operating territory of Company A. The Customer Premises is located in the operating territory of Company B.

Company B Territory

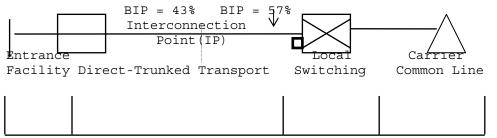
Company A Territory

Customer Serving Wire Center

r Wire End Office End Office Trunk Port Territory Boundary

End User (N)

Customer Premises



(a) <u>Switched Transport Charge Computation</u> (Direct-Trunked Transport)

Assume Switched Transport Mileage using NECA No. 4 = 23 miles

Assume Billing Percentages using NECA No. 4 -Company A = 57%Company B = 43%

Assume Usage for Billing Period = 8000 minutes

(This page filed under Transmittal No. 704)

Issued: December 17, 1997

- 2.9 Billing of Access Service Provided by Multiple Companies (Cont'd)
 - 2.9.2 Multiple Bill Arrangement for Service Other than FGA (Cont'd)
 - D. Multiple Bill Example for Switched Access Service (Cont'd)
 - (1) Example of Direct-Trunked Transport (Cont'd)
 - (a) <u>Switched Transport Charge Computation</u> (Direct-Trunked Transport) (Cont'd)
 - (i) Direct-Trunked Transport Charge Computation

Assume Rates for Direct-Trunked Transport =

| | | Company A | Company B | |
|---|--|-----------------|--------------------|------------|
| | Fixed Per Mile | | \$42.50 \$ 2.10 | |
| | Company A = [\$35. \$52.95 Company B = [\$42. \$39.04 | | | |
| (ii) | Entrance Facility | Charge Computa | tion | |
| | Assume charges fo Assume charges fo | | | |
| | Company A = No ch Company B = \$35.5 | | | |
| (iii) | Interconnection C | harge Computati | .on* | (C) |
| | Company A = 8000 terminating Inter per Company A tar | connection Char | | (N) (N) |
| | Company B = No ch | arge applies | | |
| (iv) | End Office Trunk | Port Charge Com | putation | (N) |
| | Assume charges fo Assume charges fo | | | |
| | Company $A = 20.1 Company $B = No$ ch | | | (N) |
| *See Section 2.9.2C.(2)(e). Certain material formerly on t | this page now appe | ars on Page 2-1 | 9.2. | (17) |

(This page filed under Transmittal No. 704)

Issued: December 17, 1997

| The Southe | rn New E | ngland | TARIFF F.C.C. NO. 39 3rd Revised Page 2-19.2 Cancels 2nd Revised Page 2-19.2 | |
|-------------------|---------------|-----------------|---|-----|
| 2.9 <u>Billir</u> | ng of Aco | cess Se | rvice Provided by Multiple Companies (Cont'd) | |
| 2.9.2 | Multip | le Bili | l Arrangement for Service Other than FGA (Cont'd) | |
| | D. <u>M</u> u | ultiple | Bill Example for Switched Access Service (Cont'd) | |
| | (1 | L) <u>Exa</u> t | mple of Direct-Trunked Transport (Cont'd) | |
| | | (b) | Local Switching Charge Computation | |
| | | | Company A = 8000 MOU x charge per Company A tariff | |
| | | | Company B = No charge applies | (M) |
| | | (c) | Carrier Common Line Charge Computation | |
| | | | Company A = 8000 MOU x charge(s) for originating/terminating CCL per Company A tariff Company B = No charge applies | (M) |
| | | (d) | Marketing Expense Charge Computation | |
| | | | Company A = 8000 MOU x charges(s) for origination/terminating marketing expense per Company A tariff | (N) |
| | | | Company B = No charge applies | |
| | | (e) | Information Surcharge | |
| | | | Company A = 8000 MOU x charge per Company A tariff | (N) |
| | | | Company B = No charge applies | (T) |
| | | (f) | Nonrecurring Charges | |
| | | | Nonrecurring charges for the facility and services | |

will be determined based on which company

provisioned the facility or service and may be

prorated based on the billing factor as set forth in

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Certain material on this page formerly appeared on Page 2-19.1.

2.9.2 C.

(This page filed under Transmittal No. 704)

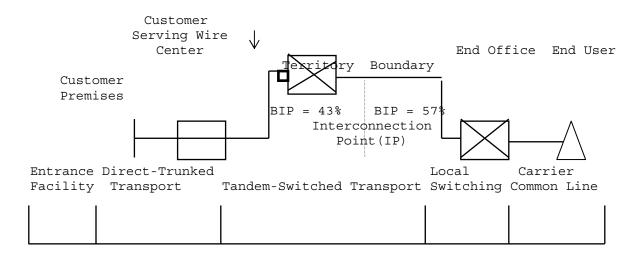
2.9 Billing of Access Service Provided by Multiple Companies (Cont'd)

- Multiple Bill Arrangement for Service Other than FGA (Cont'd) 2.9.2
 - Multiple Bill Example for Switched Access Service (Cont'd) D.
 - (2) Example of Tandem-Switched Transport

Assume that FGD is ordered to a Telephone Company Access Tandem of Company B but the usage originates from or (D) terminates in the operating territory of Company A. The Customer Premises is located in the operating territory of Company B.

> Company B Territory Company A Territory

> > Access Tandem Access Tandem Trunk Port



Switched Transport Charge Computation (Tandem-(a) Switched Transport)

Assume Access Tandem to End Office Transport Mileage using NECA No. 4 = 23 miles

Assume Serving Wire Center to Access Tandem Office Transport Mileage using NECA No. 4 = 23 miles

Assume Billing Percentages using NECA No. 4-Company A = 57Company B = 43%

Assume Usage for Billing Period = 8000 minutes

(This page filed under Transmittal No. 712)

Issued: June 16, 1998

TARIFF F.C.C. NO. 39 3rd Revised Page 2-19.4 Cancels 2nd Revised Page 2-19.4 2.9 Billing of Access Service Provided by Multiple Companies (Cont'd) 2.9.2 Multiple Bill Arrangement for Service Other than FGA (Cont'd) D. Multiple Bill Example for Switched Access Service (Cont'd) (2) Example of Tandem-Switched Transport (Cont'd) Switched Transport Charge Computation (Tandem-(a) Switched Transport) (Cont'd) (Z) (i) Tandem-Switched Transmission Charge Computation Assume Rates: Company A Company B Facility: \$.000423 Facility: \$.0002 per per minute per mile minute per mile Termination: \$.0084 Termination: \$.0092 per per minute of use minute of use Tandem Transport Facility Charge Computation: Company A = 8000 MOU x (23 miles x \$.000423) x.57 = \$44.36(Z) Company B = 8000 MOU x (23 miles x \$.0002)х .43 = \$15.82(Z) Tandem Transport Termination Charge Computation: Company A = 8000 MOU x (\$.0084 x .50) = \$33.60(Z) Company B = 8000 MOU x (\$.0092 x .50) = \$36.80(Z) (ii) Tandem-Switching Charge Computation (D) (D) Company A = No charge applies Company B = 8000 MOU x charge per Company B tariff (T) (iii) Entrance Facility Charge Computation (D) (D) Company A = No charge applies Company B = Charge per Company B tariff (T)(iv) Direct-Trunked Transport Charge Computation (N) Company A = No charge applies Company B = Charge per Company B tariff (N) Certain material formerly on this page now appears on Page 2-19.5.

(This page filed under Transmittal No. 704)

Issued: December 17, 1997

2.9 Billing of Access Service Provided by Multiple Companies (Cont'd)

2.9.2 Multiple Bill Arrangement for Service Other than FGA (Cont'd)

- D. Multiple Bill Example for Switched Access Service (Cont'd)
 - (2) Example of Tandem-Switched Transport (Cont'd)

| | Switched Transport Charge Computation (Tandem-Switched Transport) (Cont'd) | (Z) (Z) |
|--------------|--|-----------------------------|
| (v) | Access Tandem Trunk Port Charge Computation Company A = No charge applies Company B = Charge per Company B tariff | (N) (N) |
| (vi | <pre>D) Interconnection Charge Computation* Company A = 8000 MOU x charge for originating/ terminating Interconnection Charge per Company A tariff Company B = No charge applies</pre> | (C) (M (N) (N) (M) |
| (vi | i) <u>Common Transport Mux</u> Assume Rates for Company A = \$.0015 per minute Assume Rates for Company B = \$.0014 per minute | (N) |
| | Company A = 8000 MOU x (\$.0015 x .50) = \$6.00 Company B = 8000 MOU x (\$.0014 x .50) = \$5.60 | (N) |
| (| Local Switching Charge Computation Company A = 8000 MOU x charge per Company A tariff Company B = No charge applies | |
| (: | i) <u>Common Trunk Port</u> Company A = 8000 MOU x charge per Company A tariff Company B = No charge applies | (N) (N) |
| (| Carrier Common Line Charge Computation Company A = 8000 MOU x charge(s) for originating/terminating CCL per Company A tariff Company B = No charge applies | |
| (d) <u>I</u> | Marketing Expense Charge Computation | (N) |
| | Company A = 8000 MOU x charges(s) for origination/terminating marketing expense per Company A tariff Company B = No charge applies | (N) |
| ction | 2.9.2.C.(2)(e). | (N) |

*See Section 2.9.2.C.(2)(e). Certain material on this page formerly appeared on Page 2-19.4.

(This page filed under Transmittal No. 704)

Issued: December 17, 1997

(T)

(M)

ACCESS SERVICE

2.9 Billing of Access Service Provided by Multiple Companies (Cont'd)

2.9.2 Multiple Bill Arrangement for Service Other than FGA (Cont'd)

- D. Multiple Bill Example for Switched Access Service (Cont'd)
 - (2) Example of Tandem-Switched Transport (Cont'd)
 - (e) Information Surcharge (T) (M)
 Company A = 8000 MOU x charge per Company A tariff
 Company B = No charge applies
 - (f) <u>Nonrecurring Charge</u> Nonrecurring charges for facility and services will be determined based on which company provisions the service and may be prorated based on the billing factor as set forth in 2.9.2 C.

E. Multiple Bill Example for Special Access Service

Assume that a two-wire Voice Grade Special Access Service is ordered to an end user in the operating territory of Company A. The Customer Premises is located in the operating territory of Company B.

| | Company I | 3 Te | rritory | | | С | ompany | A Teri | citory |
|----------|----------------------|-----------|-------------------|------|-----------|------|--------|--------|----------|
| | Cust Servi Cen | ng ter | Wire | | Se Wir | | | End | d User |
| Customer | | | Territory | у Вс | undar | У | | | \wedge |
| Premises | | | BIP = 83 | 010 | BIP = | = 17 | 010 | Z | <u> </u> |
| | | | Intercor | nnec | tion | | | | |
| | | | l ^{Poin} | nt(I | P) | | | | 1 |
| | Channel | | | | | | Chann | el | |
| | Terminatior | ı #2 | Channel | Mil | eage | Ter | minati | on #1 | |

Certain material on this page formerly appeared on Page 2-19.5.

(This page filed under Transmittal No. 704)

Issued: December 17, 1997 Effective

Effective: January 1, 1998

2.9 Billing of Access Service Provided by Multiple Companies (Cont'd)

2.9.2 Multiple Bill Arrangement for Service Other than FGA (Cont'd)

E. Multiple Bill Example for Special Access Service (Cont'd)

(1) Channel Mileage Charge Computation

Assumed Channel Mileage using NECA No. 4 = 20 miles Assumed Billing Percentages using NECA No. 4 - Company A = 17% Company B = 83%

| Assumed Rates: | | | |
|-----------------|-----------|-----------|-----|
| Channel Mileage | Company A | Company B | |
| channer Mileage | | | (D) |
| | | | (D) |
| - Fixed | N/A | \$42.58 | |
| - Per Mile | \$ 2.41 | 2.55 | |
| - Termination | 14.09 | N/A | |

Company A = $[(\$2.41 \times 20) \times .17] + \$14.09 = \$22.28$ Billed Channel Mileage Charge Company B = $[\$42.58 + (\$2.55 \times 20)] \times .83 = \77.67 Billed Channel Mileage Charge

(2) Channel Termination Monthly Charges

Assumed Charges - Company A = \$33.12 Company B = \$27.18

Company A = \$33.12 Billed Monthly Channel Termination Charge (#1) Company B = \$27.18 Billed Monthly Channel Termination Charge (#2)

(3) Channel Termination Installation Charges

Assumed Charges - Company A = \$223.24 Company B = \$233.82

Company A = \$223.24 Billed Channel Termination Installation Charge (#1) Company B = \$233.82 Billed Channel Termination Installation Charge (#2)

(4) Special Access Surcharge

Assumed Charges - Company A = \$25.00 Company B = \$25.00

Company A = \$25.00 Billed Special Access Surcharge Company B = No charge applies

(This page filed under Transmittal No. 712)

2.10 Minimum Period Regulations

2.10.1 General

The minimum period is the length of time for which a customer is required to make payment when Access Services are provided. The minimum period for which Access Service is provided is one month, except as follows:

- A. The minimum period for Switched Access Service FGD, 500 Access Service, 800 Database and 900 Access Service which is provided from an end office equipped with equal access capabilities is three months.
- B. The minimum period for Special Access Service provided at daily rates, e.g., Program Audio and Video Special Access Service, is one day, i.e., a continuous 24 hour period, not limited to a calendar day, even though the Access Order, e.g. one-half hour, two-hours, etc.
- C. The minimum service period for Switched Access Service Automatic Scheduled Testing, Cooperative Scheduled Testing and Manual Scheduled Testing Services is one year and annually thereafter.
- D. The minimum period for Directory Assistance Service is three months.
- E. The minimum period for a Specialized Service is established with each individual case filing. If not specified, the minimum period is one month.
- F. The minimum service period for DS3 (44.736 Mbps) High Capacity Special Access Service is a 1 year term plan. After the 1, 3 or 5 year term is satisfied, the customer must select a renewal option as referenced in Section 7.16.4.1.
- G. The minimum period for Switched Access Services is 12 months.

н.

- I. The minimum period for Electronic Directory Assistance Service is one year.
- J. The minimum period for 1.544 Mbps High Capacity Special Access Services and Switched Access Service offered under an Optional Payment Plan (OPP) is three months.
- к.

(D)

- L. The minimum period for Multichannel Video Service⁽¹⁾ is twelve months.
- M. The minimum period for Internet Network Access Service is one year.
- N. The minimum period for Optical Carrier Network (OCN) Point-to-Point Service is twelve (12) months for a one year Term Pricing Plan (TPP), thirty-six (36) months for a three year TPP, and sixty (60) months for a five year TPP. After the minimum period is satisfied, the monthly extension rate will apply unless a TPP is selected.

⁽¹⁾ Effective August 25, 2011, MVS is no longer available to new customers. There is no change for existing customers.

(This page filed under Transmittal No. 1052)

Issued: July 19, 2013

⁽D) (D)

2.10 Minimum Period Regulations (Cont'd)

- 2.10.1 General (Cont'd)
 - O. The minimum period for Access Advantage Plus (AA+) Transport Service is twelve months for a one year Term Pricing Plan (TPP), twenty-four months for a two year TPP and thirty-six months for a three year TPP.

2.10.2 Minimum Period Charges

When a service is discontinued prior to the expiration of the minimum period, a minimum period charge will apply. In addition, all nonrecurring charges associated with the provision of the service will be billed, e.g., installation of service and/or optional features, Service Order Modification Charges, Additional Labor Charges, etc.

A. Services with a Minimum Period of One Month or Less

The minimum period charge is computed by applying the monthly or daily rate level in effect at the time service is discontinued for the minimum period, e.g., one day, one month, etc.

B. Services with a Minimum Period Greater Than One Month

- (1) With the exception of Directory Assistance Service, the minimum period charge will be the lesser of (a) the Telephone Company's total non recoverable costs less the net salvage value for the discontinued service or (b) the total monthly charges at the rate level in effect at the time service is discontinued, for the remainder of the minimum period. The minimum charge for Directory Access Service is equal to the total non recoverable costs.
- (2) The minimum period charge for 44.736 Mbps High Capacity Service is 100% of the monthly rate applicable to the initial 12 month period of the payment plan. In addition, a Termination Liability charge associated with the one, three or five year Optional Payment Plan (OPP) may apply as set forth in 2.11.1.1 following.
- (3)

(D) (D) (D)

(4) The minimum period charge for 1.544 Mbps High Capacity Special and Switched Access Services offered under an Optional Payment Plan (OPP) is 100% of the monthly rate applicable to the initial 3 month period of the plan. In addition, a Termination Liability Charge associated with the OPP may apply as set forth in 2.11.1.1 following.

(This page filed under Transmittal No. 1037)

2.10 Minimum Period Regulations (Cont'd)

- 2.10.2 Minimum Period Charges (Cont'd)
 - B. Services with a Minimum Period Greater Than One Month (Cont'd)
 - (5)

- (D) (D) (D)
- (6) The minimum period charge for Multichannel Video Service⁽¹⁾ is 100% of the monthly rate applicable to the initial twelve month period of service.
- (7) The minimum period charge for Optical Carrier Network (OCN) Point-to-Point Service is 100% of the monthly rate applicable to the initial 36 month period of service.
- (8) A minimum period charge does not apply to Access Advantage Plus (AA+) Transport Service.

- (D) (D)
- ⁽¹⁾ Effective August 25, 2011, MVS is no longer available to new customers. There is no change for existing customers.

(This page filed under Transmittal No. 1052)

Issued: July 19, 2013

- 2.10 <u>Minimum Period Regulations</u> (Cont'd)
- 2.10.3 Effect of Rearrangements and Changes on the Minimum Period
- A. Rearrangements Which Change the Minimum Period

The following service rearrangements and changes will be treated as the discontinuance of an existing service and the installation of a new service. A new minimum period will be established for the new service and all associated nonrecurring charges will apply for the new service. The customer will also remain responsible for all outstanding minimum period obligations associated with the disconnected service.

- (1) A change of customer of record, i.e., Access Service is provided and billed to a different entity with no assumption of outstanding charges and/or liabilities.
- (2) A move to a different building.
- (3) A change of service type, i.e., Switched Access to Special Access, one type of Special Access to another, or one type of Switched Access to another, except as set forth in Section 6.
- (4) A change in the type of Special Access Service Channel Termination.
- (5) A change in Switched Access Service or Directory Assistance Service Interface Group.
- (6) Change in Switched Access Service traffic type.
- (7) Change from two-point to multipoint or from multipoint to two-point Special Access Service.
- (8) A change in STP Access Mileage connection.
- (9) A change in STP Port Termination.
- (10) A change in STP Access Connection.
- (11) A change in Entrance Facility or Direct-Trunked Transport capacity.

(12)

(D) (D)

(D) (D)

(This page filed under Transmittal No. 1052)

- .10 Minimum Period Regulations (Cont'd)
- 2.10.3 Effect of Rearrangements and Changes on the Minimum Period (Cont'd)
- B. Changes Which Do Not Change the Minimum Period

The following administrative changes will be made without charge to the customer if they result in the continued provision and billing of the Access Service:

- (1) Change of customer name,
- (2) Change of customer or customer's end user premises address when the change is not a result of a physical relocation of equipment,
- (3) Change in billing data, i.e., name, address, contact name or telephone number,
- (4) Change of customer circuit identification,
- (5) Change of customer test line number,
- (6) Change of customer or customer's end user contact name or telephone number,
- (7) Change of jurisdiction, or
- (8) Change resulting from assignment or transfer of service with the assumption of outstanding charges and/or liabilities, as set forth in Section 2.5.5.

A move of a point of termination at the customer premises or a move of a customer premises to a new location within the same building without an interruption of service or billing, other than that required to make the move, will not result in a change in the minimum period requirements.

(This page filed under Transmittal No. 446)

2.11 Types of Rates and Charges

This section contains information pertaining to the different types of rates and charges in this tariff.

2.11.1 Monthly Rates (MR)

Flat recurring rates that apply each month, or fraction thereof, that a service or specific rate element is provided. For billing purposes, each month is considered to have 30 days.

2.11.1.1 Optional Payment Plans (OPPs)

A. Description

An Optional Payment Plan (OPP) is a provision that allows a customer to select specific Special and Switched Access Services over a selected commitment period or term. Special Access DS3 (High Capacity 44.736 Mbps) Service is available with OPPs of 1, 3 and 5 year terms. Switched Access (Tx) DS3 (High Capacity 44.736 Mbps) Service is available with OPPs of 3 and 5 year terms. Multichannel Video Service⁽¹⁾ is available with an OPP of a 3 year term. All other services are available with OPPs of 1, 3 and 5 year terms. During the effective term, rate decreases will automatically be (Tx) applied to the monthly payments for the remaining months of the OPP. Monthly rates for services installed under this arrangement will not be subject to Telephone Company-initiated rate increases. Rate changes due to zone restructures will flow through to the affected rate elements.

The following services are offered under an OPP:

- DS3 (High Capacity 44.736 Mbps) Service rates and charges which apply to services billed under an OPP are set forth in 6.3.1 and 7.16.4, following.
- (2) DS1 (High Capacity 1.544 Mbps) Services offered under an OPP will have monthly rates reduced by a fixed percentage for the Entrance Facility, Channel Termination, Direct Trunked Transport, Mileage and DS1-VG Multiplexer rate elements as set forth in 6.3.1 and 7.16.4 following. The amount of the discount percentage differs based on the length of the commitment period selected by the customer, as ollows:

| 1 | Year | 5% |
|---|------|-----|
| 3 | Year | 15% |
| 5 | Year | 25% |

- (3) Fractional DS1 service rates and charges which apply to services billed under an OPP are set forth in 7.16.4 following.
- (4) Digital Data Service (DDS) 56 Kbps and 64 Kbps rates and charges which apply to a service billed under an OPP are set forth in 7.15.4.
- ⁽¹⁾ Effective August 25, 2011, MVS is no longer available to new customers. There is no change for existing customers.

(Tx) Tx)

(This page filed under Transmittal No. 1065)

Issued: January 15, 2014

(Tx)

⁽x) Issued under authority of Special Permission No. 14-001 of the FCC in order to withdraw material filed under Transmittal No. 1061 and suspended under Order DA-13-2349, released December 9, 2013, without its becoming effective and to restore currently effective material.

2.11 Types of Rates and Charges (Cont'd)

2.11.1.1 Optional Payment Plans (OPPs) (Cont'd)

- (3) Fractional DS1 service rates and charges which apply to services billed under an OPP are set forth in 7.16.4 following.
- (4) Digital Data Service (DDS) 56 Kbps and 64 Kbps rates and charges which apply to a service billed under an OPP are set forth in 7.15.4.
- (5) Multichannel Video Service ⁽¹⁾ rates and charges which apply to a service billed under an OPP are set forth in 2.12.4.
- (6) Internet Network Access Service (INAS) rates and charges which apply to service billed under an OPP are set forth in 22.6.
- (7) DS1 (High Capacity 1.544 Mbps) Collocation Transport Services offered under an OPP will have monthly rates reduced by a fixed percentage for the Inter/Intra Office(Fixed and Per Mile) as set forth in 7.16.4. The amount of the discount percentage differs based on the length of the commitment period selected by the customer, as follows:

| 1 | Year | 5% | |
|---|------|-----|------|
| 3 | Year | 15% | |
| 5 | Year | 25% | (Tx) |

Customers subscribing to an OPP will be subject to nonrecurring charges as set forth in 6.3.1, 7.15.4, 7.16.4, and 22.6 for installation and in 2.11.5 C & D for rearrangements of services covered by the plan. Nonrecurring charges will not be spread over an OPP term. If the customer subscribes to an OPP on an existing service and requests no other changes to the service, no nonrecurring charge will apply.

⁽¹⁾ Effective August 25, 2011, MVS is no longer available to new customers. There is no change for existing customers.

(x) Issued under authority of Special Permission No. 14-001 of the FCC in order to withdraw material filed under Transmittal No. 1061 and suspended under Order DA-13-2349, released December 9, 2013, without its becoming effective and to restore currently effective material.

(This page filed under Transmittal No. 1065)

Issued: January 15, 2014

2.11 Types of Rates and Charges (Cont'd)

2.11.1.1 Optional Payment Plans (OPPs) (Cont'd)

B. Termination Liability

A termination liability applies during the selected commitment period. If service is disconnected in full or in part prior to the end of the selected commitment period, the customer is liable for a termination liability charge. Further, except as provided in C, D and E following, when a customer cancels an OPP prior to the end of the selected commitment period, the customer is liable for a termination liability charge.

The termination liability charge applies to each service disconnected or, in the case of cancellation of an OPP, to each service which had been included in the canceled OPP.

It is the customer's responsibility to give the Telephone Company notice of the intent to terminate an OPP. Recurring charges will apply for a period of one month from the date the Telephone Company receives the termination notice or until the requested termination date, whichever period is longer. These charges will apply during this period whether or not the customer continues to use the service.

The termination liability charge is calculated as set forth in (1) or (2) following. The Telephone Company will apply the option which produces the lowest termination liability charge to the customer.

(1) Option 1

Customers requesting termination of service are liable for the minimum period service charge and the following termination liability percentages. The termination liability charges are applied as follows:

(M) (M)

Material appearing on this page previously appeared on 15th Revised Page 2-23.1 $\,$

(This page filed under Transmittal No. 745)

(М)

- 2.11.1.1 Optional Payment Plans (OPPs) (Cont'd)
 - B. Termination Liability (Cont'd)

| - DS3 termination liability percentages are applied to the applicable Entrance Facility, Channel Termination, Direct | | | | | |
|--|--|--|--|--|--|
| Trunk | Transport, Mileage and DS3-DS1 multiplexer monthly | | | | |
| rates | for the remaining months of the OPP as follows: | | | | |
| OPP | Percentages | | | | |
| 1 Year Plan | 75 | | | | |
| 3 Year Plan | 75 | | | | |
| 5 Year Plan | 60 | | | | |

- DS1, Fractional DS1, 56 Kbps, 64 Kbps, Multichannel Video (D) Service⁽¹⁾ and INAS DS1 and DS3 Capacity service termination (T) liability will be assessed at 50% of the applicable Entrance Facility, Channel Termination, Direct Trunked Transport, Mileage, DS1-VG multiplexer, INAS Access Link and any applicable optional feature monthly rate elements for the remaining months of the Optional Payment Plan (OPP) as follows:
 - (a) For disconnects on or prior to the end of the minimum period, the termination liability charge applies to each month and fraction thereof remaining between the end of the minimum period and the end of the selected commitment period.
 - (b) For disconnects after the end of the minimum period but prior to the end of the selected commitment period and for OPP cancellations prior to the end of the selected commitment period, the termination liability charge applies to each month and fraction thereof in the balance of the selected commitment period.
- (2) Option 2

For DS3 services discontinued prior to the end of the minimum period customers are liable for the minimum period service charge and the termination liability charge will be the difference between the full monthly rates and the OPP monthly rates for the period the plan has been in effect.

For DS1, Fractional DS1, 56 Kbps, 64 Kbps, Multichannel (D) Video Service and INAS DS1 and DS3 Capacity service discontinued prior to the end of the minimum period, customers are liable for the minimum period service charge and the termination liability charge will be the difference between the full monthly rates and the OPP monthly rates for the period the plan has been in effect. For services discontinued after the end of the minimum period of a plan but prior to the end of the selected commitment period, the following applies:

- (D) (D)
- ⁽¹⁾ Effective August 25, 2011, MVS is no longer available to new customers. (T) There is no change for existing customers.

(This page filed under Transmittal No. 1037)

Issued: August 15, 2012

- 2.11.1.1 Optional Payment Plans (OPPs) (Cont'd)
 - Where there is no OPP period less than the actual time the service(s) have been in effect, the termination liability charge will be the difference between the full monthly rates and the selected OPP monthly rates for the period the plan has been in effect.
 - Where there is an OPP period less than the actual time the service(s) have been in effect, the termination liability charge will be the difference between the monthly rates for the longest OPP period that could have been satisfied prior to discontinuation of the service and the monthly rates for the selected commitment period multiplied by the actual number of months the plan has been in effect.

For example: If a customer subscribes to a 5 year OPP and terminates service during the 48th month, the longest OPP period that could have been satisfied is three years. The customer's termination liability would be calculated as follows:

(3 year OPP monthly rate - 5 year OPP monthly rate) X 48

The monthly rates used to calculate termination liability charges are not subject to the reductions set forth in 6.1.3 and 7.3.4 following.

When a customer disconnects some, but not all, of its 44.736 Mbps Services, the monthly rates used to calculate termination liability charges are applied in ascending order beginning with the lowest applicable rates.

The termination liability charge applies in addition to applicable minimum period charges.

C. Portability*

Portability allows a customer to replace a service in an OPP with another service for the balance of the commitment period. Termination liability will not apply when the customer meets the requirements for portability as specified below:

- The replacement service must be of the same speed or capacity as the disconnected service and must not already be in an OPP.
- The orders to accomplish the replacement are placed with the Telephone Company within sixty (60) days of the disconnect order.
- The number of services included in the OPP remains the same.

(N)

(C)

* This regulation will no longer be available to new DS1 OPP customers on or after, October 22, 2004. There will be no change to existing customers.

(This page filed under Transmittal No. 831)

Issued: October 7, 2004

- 2.11.1.1 Optional Payment Plans (OPPs) (Cont'd)
 - D. DS1 OPP Portability Commitment

DS1 OPP Portability Commitment provides a customer the ability to establish a regional volume commitment in the form of DS1 Channel Terminations and receive a waiver on DS1 OPP Termination Liability, as described in 2.11.1.1 (B), during the life of the Portability Commitment. The Portability Commitment will consist of a Commitment Level (CL), as described below, and has terms of 3-years or 5years. The Portability Commitment cannot be renewed. Customers may purchase Special Access DS1 service under DS1 OPP terms of 3 or 5 years and have the associated Channel Terminations count towards the CL. All installation nonrecurring charges will be billed as applicable as described in Section 2.11.1.1(A).

Following are the terms and conditions associated with the DS1 OPP Portability Commitment:

- (1) Customer commits to a 3-year or 5-year Commitment Level (CL) that is reviewed by the Telephone Company on a monthly basis. The initial monthly CL is calculated by the Telephone Company and is the total of all Special Access DS1 Channel Terminations in-service for the most current month in which Telephone Company billing data is available. The initial monthly CL will consist of all Special Access DS1 Channel Terminations, including those on Month-to-Month terms and other term pricing plans. The effective date of the Portability Commitment will be the first day of the month immediately following the month in which the customer provides written notification of their participation into the program; and
- (2) Customer must have a minimum of 40 DS1 Channel Terminations in-service each month and at least 80% of the CL under a 3 or 5 year DS1 OPP each month; and
- (3) Each month, the total number of 3 and 5 Year DS1 OPP Channel Terminations for the previous month will be calculated and measured against the corresponding monthly CL;
 - (a) If the total number of Channel Terminations, as calculated above, is between 80% and 124% of the CL, no other charges will apply for the previous month.

(x) Issued under authority of Special Permission No. 05-007 of the F.C.C. in order to restore currently effective material and to withdraw material filed under Transmittal No. 852 without becoming effective.

(This page filed under Transmittal No. 854)

Issued: January 27, 2005

(x) (k)

 (\mathbf{x})

(x)

2.11 Types of Rates and Charges (Cont'd)

- 2.11.1.1 Optional Payment Plans (OPPs) (Cont'd)
 - D. DS1 OPP Portability Commitment (Cont'd)
 - (3) (Cont'd)
 - (b) If the total number of Channel Terminations, as calculated above, is less than 80% of the CL, the customer will be billed an adjustment factor equal to (x) the lowest prevailing Zone 1 Month-to-Month Nonrecurring Channel Termination charge, shown in Section 7.16.4 or Section 24.5.2.6, multiplied by the difference between the actual number of Channel Terminations in-service and 80% of the CL. (x)

Example #1: Customer A has a CL = 1,000 Channel (\mathbf{x}) Terminations for the month of June. Customer A must have at least 800 DS1 Channel Terminations in-service (x) to meet the 80% target. In July, the monthly review (\mathbf{x}) calculated 795 DS1 Channel Terminations in-service (\mathbf{x}) for the month of June. The difference between 80% of (\mathbf{x}) the CL (800) and the actual in-service total (795) is (x) 5 Channel Terminations. Therefore, the customer will be billed an amount equal to 5 Channel Terminations multiplied by the lowest prevailing Zone 1 Month-to-Month Nonrecurring Channel Termination rate. For subsequent months, customer A will continue to be (x) billed an amount equal to the difference between 80% of the CL and the actual in-service number of Channel (\mathbf{x}) Terminations that are below 80% of the CL (multiplied) by the lowest prevailing Zone 1 Month- (\mathbf{x}) to-Month Nonrecurring Channel Termination rate, until 80% of the CL is met.

(c) If the total number of in-service DS1 Channel Terminations, as calculated above, is greater than 124% of the CL, the customer will be billed an adjustment factor equal to the lowest prevailing Zone 1 Month-to-Month Nonrecurring Channel Termination, shown in Section 7.16.4 or Section 24.5.2.6, multiplied by the difference between the actual number of Channel Terminations in-service and 124% of the CL.

EXAMPLE #2: Customer B has a CL of 500 Channel Terminations. In month 5 of the commitment, Customer (x) B has 650 Channel Terminations in-service. Customer B (x) has exceeded the CL by more than the 124% (x) threshold(620).

(x) Issued under authority of Special Permission No. 05-007 of the F.C.C. in order to restore currently effective material and to withdraw material filed under Transmittal No. 852 without becoming effective.

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Issued: January 27, 2005

- 2.11.1.1 Optional Payment Plans (OPPs) (Cont'd)
 - D. DS1 OPP Portability Commitment

DS1 OPP Portability Commitment provides a customer the ability to establish a regional volume commitment in the form of DS1 Channel Terminations and receive a waiver on DS1 OPP Termination Liability, as described in 2.11.1.1 (B), during the life of the Portability Commitment. The Portability Commitment will consist of a Commitment Level (CL), as described below, and has terms of 3-years or 5years. The Portability Commitment cannot be renewed. Customers may purchase Special Access DS1 service under DS1 OPP terms of 3 or 5 years and have the associated Channel (Tx) Terminations count towards the CL. All installation nonrecurring charges will be billed as applicable as described in Section 2.11.1.1(A).

Following are the terms and conditions associated with the DS1 OPP Portability Commitment:

- (1) Customer commits to a 3-year or 5-year Commitment Level (Tx) (CL) that is reviewed by the Telephone Company on a monthly basis. The initial monthly CL is calculated by the Telephone Company and is the total of all Special Access DS1 Channel Terminations in-service for the most current month in which Telephone Company billing data is available. The initial monthly CL will consist of all Special Access DS1 Channel Terminations, including those on Month-to-Month terms and other term pricing plans. The effective date of the Portability Commitment will be the first day of the month immediately following the month in which the customer provides written notification of their participation into the program; and
- (2) Customer must have a minimum of 40 DS1 Channel Terminations in-service each month and at least 80% of the CL under a 3 or 5 year DS1 OPP each month; and
- (3) Each month, the total number of 3 and 5 Year DS1 OPP (Tx) Channel Terminations for the previous month will be calculated and measured against the corresponding monthly CL;
 - (a) If the total number of Channel Terminations, as calculated above, is between 80% and 124% of the CL, no other charges will apply for the previous month.
- (Tx)

(Tx)

(Tx)

(Tx)

(Tx)

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Issued: January 15, 2014

Effective: January 16, 2014

(N)

(N)

2.11 Types of Rates and Charges (Cont'd)

- 2.11.1.1 Optional Payment Plans (OPPs) (Cont'd)
 - D. DS1 OPP Portability Commitment (Cont'd)
 - (3) (Cont'd)
 - (c) (Cont'd)

Customer B will be charged an adjustment factor equal to 30 Channel Terminations (650-620) multiplied by (T) the lowest prevailing Zone 1 Month-to-Month Nonrecurring Channel Termination rate. For subsequent months, Customer B will continue to be charged the Lowest prevailing Zone 1 Month-to-Month Nonrecurring Channel Termination rate multiplied by the difference (T) between the actual number of Channel Terminations inservice and 124% of the CL until Customer B no longer exceeds the CL by the 124% threshold.

(4) Customers may increase the CL at any time by providing written notification to Telephone Company. Credits for previously charged adjustments billed for exceeding the CL will not be provided when a customer increases the CL. However, an adjustment factor will not be billed if notice to increase the CL is provided to the Telephone Company within the calendar month following a reported adjustment, and the CL increase is sufficient that the number of in-service rate elements does not exceed 124% of the new CL. For instance, in Example #2 above, if the Customer increases the CL from 500 to 525 before the end of month 6, the adjustment factor applicable to month 5 will not be billed because the actual in-service volume (650) is less than or equal to the new 124% threshold (651).

Some material previously on this page now appears on Original Page 2-23.3.3.1

(This page filed under Transmittal No. 1006)

Issued: November 18, 2010

2.11.1.1 Optional Payment Plans (OPPs) (Cont'd)

- D. DS1 OPP Portability Commitment (Cont'd)
 - (5) If the customer elects to terminate the DS1 OPP Portability Commitment or elects to decrease the CL prior to the 3-year or 5-year commitment, Termination (T Liabilities will apply. Termination Liability is calculated as the decreased number of Channel Terminations multiplied by the lowest prevailing Zone 1 Month-to-Month DS1 recurring Channel Termination rate multiplied by the number of months remaining in the term of the Portability Commitment.

EXAMPLE #3: Customer C has a CL equal to 1,000 Channel Terminations. In Month 10 of the 36-month Portability Commitment, Customer C elects to Decrease the CL by 50 Channel Terminations. The Terminations Liability Associated with the decrease is equal to:

(50 Channel Terminations) X (26 months remaining) X (lowest prevailing Zone 1 Month-to-Month recurring Rate)

E. Additions of Service

When a customer with an existing OPP wishes to increase the number of services of the same type between the same two locations, it has the following options:

(1) Subscribe to the additional services under standard rates.

(Tx) (Tx) (Tx)

(x) Issued under authority of Special Permission No. 14-001 of the FCC in order to withdraw material filed under Transmittal No. 1061 and suspended under Order DA-13-2349, released December 9, 2013, without its becoming effective and to restore currently effective material.

(This page filed under Transmittal No. 1065)

Issued: January 15, 2014

(Tx)

- 2.11.1.1 Optional Payment Plans (OPPs) (Cont'd)
 - E. Additions of Service (Cont'd)
 - (2) Subscribe to the additional services under a separate OPP at the then effective OPP rate.
 - (3) Cancel the existing OPP and include both the existing and the additional services under a new OPP for a commitment period equal to or longer than the original (Tx) period. No termination charges apply to such cancellation.
 - F. Extension of Commitment Period

A customer may, at any time prior to the expiration of the selected commitment period for an existing OPP or month to month plan, change to an OPP with a longer commitment period (Tx)at the then effective OPP rates. No termination liability charges will apply for any services extended under the longer commitment period. The monthly rates applicable for the longer commitment period will apply effective with the customer's next bill day following the request for the change.

G. Rate Regulations

Where an OPP is requested coincident with the connection of new service, it will be effective with the establishment of service.

Where an OPP is requested on existing service, the effective date will be the date negotiated with the customer.

At the end of its selected commitment period, the customer will have the option of subscribing to any then effective OPP or of retaining the service under the standard rates in effect at that time.

If the customer does not notify the Telephone Company of its choice prior to the expiration of the commitment period, standard monthly rates will be applied upon expiration of the commitment period.*

If the customer does not choose one of the preceding options prior to the expiration date of the commitment period, monthly extension rates will be applied upon expiration of the commitment period.

This option will no longer be available for new circuits provisioned on or after, December 19, 2003. There will be no change to existing circuits.

> (Tx)(Tx)(Tx)

(x) Issued under authority of Special Permission No. 14-001 of the FCC in order to withdraw material filed under Transmittal No. 1061 and suspended under Order DA-13-2349, released December 9, 2013, without its becoming effective and to restore currently effective material. (This page filed under Transmittal No. 1065)

Issued: January 15, 2014

2.11.1.1 Optional Payment Plans (OPPs) (Cont'd)

H. Conversion of Existing Shared Use Facilities

In some instances customers choose to mix switched and special access channels on the same DS1 or DS3 facility. When ordering a new switched access facility covered by an (T) OPP or when converting an existing month-to-month switched facility to an OPP, any special access channels that are (M) shared on that switched facility must be covered by a Special Access OPP of the same term length.

Similarly, when ordering a new special access facility covered by an OPP or when converting an existing month-tomonth special facility to an OPP, any switched access channels that are shared on that special facility must be covered by a Switched Access OPP of the same term length.

For those shared use facilities already under a special access term plan, customers will have to select one of the following options: 1) convert switched facilities to the same term and expiration date as the special access facilities they are sharing; or 2) terminate the current special access term plan and establish a new term plan of equal or greater length for both the special and switched access services. No termination liabilities will be assessed for termination of the special access plan. If the customer does not select one of the above options, then the month-tomonth switched access rates will be maintained.

I.Zone Restructure

Rates for DS1 and DS3 services (See Sections 6.3.1 and 7.16) from those Zone 2 central offices previously designed as Zone 1 offices (i.e., New Haven 02, New Haven 03, Bridgeport 01, and Danbury 00) which were ordered under OPPs prior to June 23, 1996, will be "grandfathered" at rates in effect as of June 23, 1996. These rates will remain grandfathered until such time as the applicable OPP term expires, or the grandfathered rate equals or exceeds the Zone 2 rates, whichever is earlier.

2.11.2 Daily Rates (DR)

Flat recurring rates that apply to each continuous 24 hour period, or fraction thereof, that a Program Audio or Video Special Access Service is provided for part-time or occasional use. For purposes of applying daily rates, the 24 hour period is not limited to a calendar day.

The application of daily rates during a consecutive 30 day period is as follows. Daily rates will be topped at an amount equal to the monthly rate, i.e., the charge to the customer for usage filed at daily rates will not exceed the monthly rate. For each day or partial day of usage after the daily rates have been topped, a charge equal to 1/30th of the monthly rate will apply.

2.11.3 Usage Sensitive Rates

Usage rates are normally associated with Switched Access Service. These rates apply on a per access minute or a per call basis and are accumulated over a monthly period.

Material appearing on this page previously appeared on 9th Revised Page 2-23.3.1.

(This page filed under Transmittal No. 831)

Issued: October 7, 2004

Effective: October 22, 2004

(M)

2.11.4 Distance Sensitive Rates

The application of distance sensitive rates, i.e., Switched Transport or Special Access Channel Mileage and Optical Carrier Network (OCN) Point-to-Point Service,(D) requires the determination of the airline distance between a serving wire center (SWC) and an end office or two or more serving wire center (SWC) locations as follows:

- A. Determine the SWC locations:
 - Switched Transport The SWC location that serves the customer location and (1)the end office location where the call originates or terminates. The exceptions to this general rule are set forth in Section 6.2.1 A, Switched Transport Mileage Measurement.
 - (2) <u>Special Access Service including Switched Access Direct-Trunked Transport</u> and Dedicated Signaling Transport

The SWC locations may be:

- (a) two SWCs associated with customer premises,
- (b) a SWC and a Telephone Company Hub location,
- (c) a SWC and a WATS Serving Office,
- (d) two Telephone Company Hub locations, or (e) a SWC and a Telephone Company Access Tandem or End Office.

When Hubs are involved, mileage is computed and rates are applied separately for each section of the Channel Mileage or Direct-Trunked Transport. However, when any service is routed through a Hub for purposes other than customer specified bridging or multiplexing, e.g., the Telephone Company routes via a Hub location for test access purposes, rates will be applied only to the distance calculated between the SWCs associated with the customer premises, end office of Telephone Company Access Tandem.

- Compute the mileage between the SWC locations: Β.
 - (1) Look up the V&H coordinates of the SWCs in National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, Wire Center Information and Interconnection.
 - (2) Determine the difference between the F&H coordinates, respectively, by subtracting the smaller coordinate from the larger coordinate.
 - (3) Square the V&H differences separately.
 - (4) Add the squares of the two differences and divide the sum by 10.
 - (5) Take the square root of the result obtained in (4).
 - (6) Round any fractional value up to the next integer.

| Example | | V | Н | |
|---------------------|---|------|------|--|
| SWC A | - | 5016 | 1430 | |
| SWC B | - | 5038 | 1453 | |
| | | 22 | 23 | |
| Differences Squared | - | 484 | 529 | Sum of squared differences - 1013 Sum divided by 10 - 101.3 Square root - 10.0648 Rounded to - 11 |
| | | | | (D) |
| | | | | (D) |

(This page filed under Transmittal No. 1052)

Issued: July 19, 2013

2.11 <u>Types of Rates and Charges</u> (Cont'd)

2.11.4 Distance Sensitive Rates (Cont'd)

C. Application of mileage:

(C) (M)

(D)

(D)

- (1) For Tandem-Switched Access Service, multiply the mileage by the
 Tandem-Switched Transport Facility rate and the access minutes
 (T)
 to be billed.
- (2) For Direct-Trunked Transport, determine the applicable capacity Which is utilized and multiply the applicable rates times the mileage. (N)
- (3) For Special Access Service, determine the applicable rate mileage
 (N) band into which the computed mileage falls and multiply the
 (T) (M) Applicable rates time the mileage.
 (C)

2.11.5 Nonrecurring Charges (NRC)

One-time charges that apply for a specific work activity, e.g., installation, rearrangements, moves, etc.:

A. Installation of Service

Nonrecurring charges apply to each service installed.

For Switched Access Service which is ordered on a per line or per trunk basis, the charge is applied per line or trunk.

B. Installation of Optional Features and Functions

Nonrecurring charges apply for the installation of certain Switched Access Service Optional Features and Special Access Service Optional Features and Functions. Such charges apply whether the feature is installed coincident with the initial installation of service or at any time subsequent to the installation of the service, i.e., a service rearrangement.

- C. Switched Access and Directory Assistance Service Rearrangements
 - If a customer request involves the addition of an optional feature or (T) function which has a separate nonrecurring charge, the nonrecurring (T) charge applies.

(This page filed under Transmittal No. 574)

Issued: September 1, 1993

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(M)

ACCESS SERVICE

2.11 <u>Types of Rates and Charges</u> (Cont'd)

2.11.5 <u>Nonrecurring Charges (NRC)</u> (Cont'd)

C. Switched Access and Directory Assistance Service Rearrangements (Cont'd)

(2) A nonrecurring charge as specified in 6.3.2 C following applies To each change involving the additions of 900 NXX codes to be Routed to a customer in the operating territory of the Telephone Company. The charge applies to the initial loading of a 900 NXX code required to establish service and to any additional NXX codes required. The charge also applies in the same manner for any subsequent request for additions of NXX codes.

If, due to technical limitations of the Telephone Company, a customer could not combine its 500 Access Service, 800 Database or 900 Access Service traffic with its other trunk side Switched Access Services, no charge shall apply to combine these trunk groups when it becomes technically possible.

Some material now appearing on this page previously appeared on the $14^{\rm th}$ Revised Page 2-26.

(This page filed under Transmittal No. 1072)

Issued: August 29, 2014

- 2.11.5 Nonrecurring Charges (NRC) (Cont'd)
 - C. <u>Switched Access and Directory Assistance Service</u> Rearrangements (Cont'd)
 - (3) If the change involves the reconfiguration of an existing Direct-Trunked Transport facility from 1) an existing DS1 capacity facility into part of a DS3 capacity facility either Direct-Trunked Transport, or Special Access, or 2) an existing DS1 on a DS3 capacity onto a different DS3 capacity, a unique nonrecurring charge referred to as a rollover charge will apply to the existing high capacity facility as set forth in 7.16.4 A.

The rollover charge applies to services requiring no additional change(s) at the time of the rollover. If the customer requests any change be made to the Feature Group Service at the time of rollover, the appropriate rearrangement charge(s) shall apply.

(4) If the change involves the retermination of an existing Switched Transport DS1 or DS3 Direct-Trunked Transport Service from the existing point of termination to a DS1 or DS3 cross-connect provided to the collocated space of an interconnect customer subscribing to Expanded Interconnection, then a unique retermination charge shall be assessed per DS1 or DS3. This retermination charge will only apply if the existing DS1 or DS3 service is routed through the same central office as the interconnect customer's collocated space. If the existing DS1 or DS3 service is not routed through the same central office as the interconnect customer's collocated space, then normal rearrangement charges shall apply as specified herein.

The DS1 and DS3 retermination charges are set forth in 7.16.4 A.

Some material previously appearing on this page now appears on the 10^{th} Revised Page 2-25.1.

(This page filed under Transmittal No. 1072)

Issued: August 29, 2014

Effective: September 13, 2014

- 2.11 <u>Types of Rates and Charges</u> (Cont'd)
- 2.11.5 Nonrecurring Charges (NRC) (Cont'd)
- C. Switched Access and Directory Assistance Service Rearrangements (Cont'd)
 - (5) For all other changes, including the addition of, or modifications to optional features without separate nonrecurring charges, a charge equal to the nonrecurring charge for the addition of a trunk will apply as set forth in 6.3.1 F. When an optional feature is required for an entire transmission path group, an end office or a Telephone Company access tandem switch, rather than on each transmission path, only one such charge will apply, i.e., the charge will not apply per transmission path.
- D. Special Access Service Rearrangements
 - If a change involves the addition of an optional feature or function, including Multiplexer Cross Connect, which has a separate nonrecurring charge, the nonrecurring charge applies.
 - (2) If the change involves the addition of another leg to an existing multipoint Special Access Service, the nonrecurring charge for the channel termination rate element will apply for the leg that is being added only.
 - (3) If the change involves changing the type of signaling on a Voice Grade Special Access Service, a charge equal to the Voice Grade channel termination rate element nonrecurring charge will apply per service termination affected.
 - (4) If the change involves the reconfiguration of an existing High Capacity facility into part of a higher bit rate multiplexed Special Access or Direct-Trunked Transport High Capacity facility, a unique charge (D) referred to as a rollover charge will apply to the existing High Capacity facility.

The rollover charge applies to services requiring no additional change(s) at the time of the rollover. If the customer requests any change be made to the service at the time of rollover, the appropriate rearrangement charge(s) shall apply.

Rollover charges are set forth in 7.16.4A following.

(D) (D)

(This page filed under Transmittal No. 1052)

Issued: July 19, 2013

- 2.11 Types of Rates and Charges (Cont'd)
- 2.11.5 Nonrecurring Charges (NRC) (Cont'd)
- D. Special Access Service Rearrangements (Cont'd)
 - (5) If the change involves the retermination of an existing Special (M) (S) (x) Access DS1 or DS3 service from the existing point of termination to a DS1 or DS3 cross-connect provided to the collocated space of an interconnect customer subscribing to Expanded Interconnection, then a unique retermination charge shall be assessed per DS1 or DS3. This retermination charge will only apply if the existing DS1 or DS3 service is routed through the same central office as the interconnect customer's collocated space. If the existing DS1 or DS3 service is not routed through the same central office as the interconnect customer's collocated space, then a normal rearrangement charge shall apply as specified herein.

The DS1 and DS3 retermination charges are set forth in 7.16.4 A.

(6) For all other changes, including the addition of optional features without separate nonrecurring charges, a charge equal to a channel termination rate element nonrecurring charge will apply. Only one such charge per service will apply per change.
 (M) (\$) (x)

Certain material on this page formerly appeared on page 2-26.1.

(This page filed under Transmittal No. 593)

Issued: December 23, 2003

- 2.11.5 Nonrecurring Charges (NRC) (Cont'd)
- E. Moves

A move involves a change in the physical location of (a) the point of termination at the customer premises or (b) the customer premises. The charges for the move depend on whether the move is to a new location within the same building or to a different building.

- (1) <u>Moves Within the Same Building</u> The charge will be an amount equal to one half of the nonrecurring charge, i.e., installation charge, for the services affected. There will be no change in minimum period (D) requirements.
- (2) <u>Moves to a Different Building</u> Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service and the customer will remain responsible for satisfying all outstanding minimum period charges for the discontinued service.
- (3) Moving a Service Subject to a Maximum Termination Liability (MTL)

When a service with a maximum termination liability charge is moved to a new location, the customer may elect:

- (a) to pay the unexpired portion of the MTL charge for the service, if any, with the application of a nonrecurring charge and the establishment of a new MTL charge for such service at the new location, or
- (b) to continue service subject to the unexpired portion of the MTL charge, if any, and pay the estimated costs of moving such service, provided that the customer requests these charges be quoted prior to ordering the service move. Move charges include the estimated costs of removal, restoration of services or facilities necessitated by the move, transportation, storage, reinstallation, engineering, labor, supervision, materials administration, and any other specific items of cost attributed to the move.

(This page filed under Transmittal No. 689)

Issued: March 21, 1997

- 2.11 Types of Rates and Charges (Cont'd)
- 2.11.5 Nonrecurring Charges (NRC) (Cont'd)
- F. Reestablishment of Service Following Fire, Flood or Other Occurrence
 - (1) <u>Nonrecurring Charges Do Not Apply</u> Charges do not apply for the reestablishment of service following a fire, flood or other occurrence attributed to an Act of God provided that:
 - (a) The service is of the same type as was provided prior to the fire, flood or other occurrence.
 - (b) The service is for the same customer.
 - (c) The service is at the same location on the same premises.
 - (d) The reestablishment 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 allowed time period.
 - (2) <u>Nonrecurring Charges Apply</u> Nonrecurring Charges apply for establishing service at a different location on the same premises or at a different premises pending reestablishment of service at the original location.
- 2.11.6 Service Installation Guarantee
- A. <u>General</u>

The Telephone Company assures that when a customer orders certain Access Services, as specified in B. following, service will be installed and available for customer use no later than the Confirmed Service Date (due date).

For each eligible service, failure of the Telephone Company to meet a Confirmed Service Date provided by the Telephone Company will result in a credit as shown in 2.11.6(B) for that service when the responsibility for the failure is the Telephone Company's.

(C) (C) (C) (T)

(This page filed under Transmittal No. 817)

2.11.6 Service Installation Guarantee (Cont'd)

B. Services Subject to the Service Installation Guarantee

The services listed in the Missed Installation Credit Schedule found below will be credited for a missed installation on a Confirmed Service Date as shown:

Missed Installation Credit Schedule

| Services | Credit Amount |
|---|---------------|
| Switched Transport - Entrance Facility DS3 | \$600.00 |
| Switched Transport - Entrance Facility DS1 | \$350.00 |
| Switched Transport - Direct-Trunked Transport DS3 | \$600.00 |
| Switched Transport - Direct-Trunked Transport DS1 | \$350.00 |
| Special Access DS3 High Capacity Service | \$600.00 |
| Special Access DS1 High Capacity Service | \$350.00 |
| Special Access Fractional DS1 High Capacity | \$350.00 |
| Service | |
| Special Access DDS | \$250.00 |
| Access Advantage Plus (AA+) Transport Service | \$250.00 |

When a Credit Allowance Does Not Apply

- (1) When failure to meet the confirmed service date occurs because of conditions listed in Sections 2.3 and 2.5.
- (2) The customer requests an expedited order.
- (3) The customer provides an incorrect address.
- (4) The customer and/or premises is inaccessible.
- (5) The customer changes interface requirements subsequent to placing the order.
- (6) The customer is not ready to accept service on the confirmed service date.
- (7) Building facilities, including space, cable support structures, building risers and entrance facilities to be provided by builder or owner or owner's subcontracted vendors, are not ready on the confirmed service date.
- (8) The customer orders termination beyond the network interface.
- (9) Services are provided under Special Construction Tariff F.C.C. 35.
- (10) Specialized Service or Arrangements as set forth in Sections 10 and 11, or Individual Case Basis tariff filings as set forth in Section 12.

Certain material previously appearing on this page now appears on 3rd Revised Page 2-28.2.

(This page filed under Transmittal No. 817)

Issued: March 17, 2004

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- 2.11 Types of Rates and Charges (Cont'd)
- 2.11.6 Service Installation Guarantee (Cont'd)
- B. Services Subject to the Service Installation Guarantee (Cont'd)

When a Credit Allowance Does Not Apply (Cont'd)

(11) When the Telephone Company is not the designated Access Service Coordination Exchange Carrier (ASC-EC) and the confirmed due date is not met by the Local Exchange Company (LEC) acting as the ASC-EC for its (M) portion of the service. (See diagram below)

| | SNET ASC-EC | Another LEC ASC-EC |
|-------------|----------------|-----------------------|
| SNET | Credit | Credit |
| Misses Date | applies | applies |
| Another LEC | Credit | Credit |
| Misses Date | applies | does not apply |

- (12) Service Rearrangements and Moves within the same building as described in Section 2.11.5 C, D and E.
- (13) When the delay is caused by work stoppages, civil disturbances, criminal actions; or by fire, flooding or other occurrences attributed to an Act of God and other circumstances beyond the Telephone Company's reasonable control.
- (14) To the derived services of a multiplexed 1.544Mbps Service or the derived switched services of a shared use High Capacity Service.
- (15) When Special Access service is provided with NRS.
- (16)When the nonrecurring installation charges associated with the service are waived or zero rated.
- (17) For installations of Optional Features and Functions or installations of services that do not have a corresponding Nonrecurring rate element.

In addition, Service Installation Guarantees will not apply during a declared National Emergency. Priority installation of National Security Emergency Preparedness (NSEP) telecommunications services shall take precedence.

Certain material appearing on this page previously appeared on 5th Revised Page 2-28.1.

Certain material previously appearing on this page now appears on 1st Revised Page 2-28.3.

(This page filed under Transmittal No. 817)

Issued: March 17, 2004

2.11.7 Network Upgrades to higher speed Access Services

A. When an existing DS1 or DS3 high capacity service OPP customer converts to a higher speed Access Service, termination liability will not apply on the OPPs if the total service capacity subscribed to on SNET's network remains the same (or increases) between the same two locations.

(D)

(D)

2.12 Credit Allowance for Service Interruptions

2.12.1 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. An interruption period starts when an unusable service is reported to the Telephone Company and ends when the service is usable.

The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the sum of (a) the monthly rates; or (b) the assumed minutes of use charge; or (c) the minimum monthly usage charge, whichever is (are) applicable for the service interrupted in any one monthly billing period.

(This page filed under Transmittal No. 1052)

2.12 Credit Allowance for Service Interruptions (Cont'd)

2.12.2 When a Credit Allowance Applies

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

A. Switched Access Service and Directory Assistance Service

A credit allowance for service interuptions will be applied to Switched Access Service and Directory Assistance Service depending on whether or not the interruption is associated with a service that is usage rated or monthly flat rated as set forth in (1) and (2) following:

(1) Credit Allowance for Usage Rated Services

For Switched Access Service Tandem-Switched Transport, Tandem Switched Directory Transport, and Interconnection Charge, where such services are billed on a measured, usage sensitive basis, a credit allowance does not apply.

If the service experiencing an interruption includes associated optional features being billed monthly recurring rates, credit for the associated features will be billed at the rate of 1/30th of the applicable monthly rates for each period of 24 hours or major fraction thereof that the interruption continues.

(2) Credit Allowance for Monthly Flat Rated Services

For Switched Access Service Entrance Facilities, Direct-Trunked Transport, and Direct-Trunked Directory Transport with monthly recurring rates as set forth in 6.3.1 A and B, 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 all associated monthly rates for the facility or service (including any monthly rated optional features associated with this transport facility or service) for each period of 30 minutes or major fraction thereof, that the interruption continues, and as specified in Section 2.12.2F.

When a Switched Access Direct-Trunked facility experiences an (N) interruption of service, a credit applies to the facility itself as described above. When a customer who has both Direct-Trunked and Tandem Access facilities serving an end office experiences an interruption of service greater than 2 hours, the customer will receive an additional credit based on the traffic on the out-of-service facility that is diverted to the tandem and charged at tandem rates. The MOU credit will be derived by assuming 9000 MOU per trunk per month; therefore, the daily credit would be limited to 300 MOU per trunk. The credit will be based upon an assumed tandem transport facility mileage of 20 miles. (N)

(This page filed under Transmittal No. 644)

- 2.12 Credit Allowance for Service Interruptions (Cont'd)
- 2.12.2 When a Credit Allowance Applies (Cont'd)
- A. Switched Access Service and Directory Assistance Service (Cont'd)
 - (2) Credit Allowance for Monthly Flat Rated Services (Cont'd)

For example, if a DS1 carrying 24 trunks is out-of-service for 4 (N) hours, the outage time is equal to 240 MOU per trunk. The credit is calculated as follows:

| | 240 | minutes |
|---|------|---------------------------------------|
| | x 24 | trunks (DS1) |
| = | 5760 | MOU credit, multiplied by Tandem |
| | | Switched Transport rates for 20 miles |

Any outage exceeding 5 hours would be credited at 5 hours (5 hours X 60 minutes/hour = 300 total minutes out of service for one trunk). The daily MOU credit is limited to 300 per day.

This credit is only applicable if the customer has purchased tandem trunks to the tandem that serves the end office where the out-of-service Direct-Trunked facility terminates. (N)

For transport facilities using the multiplexing feature, credit will (M) be allowed as set forth following:

<u>Multiplexed services</u> - 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. (M)

When a 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.

For multiplexed service ordered under the Shared Network Arrangement, the Host Subscriber, as well as each Service User, must notify the Telephone Company of any service outage in order to receive their portion of the credit allowance.

Certain material formerly on this page now appears on page 2-29.2. Certain material on this page formerly appeared on Page 2-29.

(This page filed under Transmittal No. 644)

Issued: March 31, 1995

- 2.12 Credit Allowance for Service Interruptions (Cont'd)
- 2.12.2 When a Credit Allowance Applies (Cont'd)
- A. Switched Access Service and Directory Assistance Service (Cont'd)
 - (3) <u>Dedicated Signaling Transport</u> consisting of a 56 kbps circuit, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service from the customer's point of interconnection to the Telephone Company's STP (i.e., STP Access Mileage, STP Access Connection and STP Port Terminations).
- B. Special Access Services and Access Advantage Plus (AA+) Transport Service (N)

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 (D) minutes, or major fraction thereof, that the interruption continues, and as specified in Section 2.12.2F.

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

- (1) <u>Two-point services</u> the monthly charge shall be the total of all the monthly rate element charges associated with the service.
- (2) <u>Multipoint services</u> the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service that is inoperative between the Hub and a customer premises.
- (3) <u>Multiplexed services</u> 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.

When a 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.

(4) Special Access Services Subject to an Error Performance Standard

(Wideband Data, WD1-3; Digital Data, DA1-4; and High Capacity, HC1) - any period during which the error performance is below that specified for the service will be considered as an interruption.

(5) For multiplexed service ordered under the Shared Network Arrangement, the Host Subscriber, as well as each Service User, must notify the Telephone Company of any service outage in order to receive their portion of the credit allowance.

(This page filed under Transmittal No. 817)

Issued: March 17, 2004

- 2.12 Credit Allowance for Service Interruptions (Cont'd)
- 2.12.2 When a Credit Allowance Applies (Cont'd)
- C.* 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 (C) follows:

- (1) Two-point services
 - (a) 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) 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.
- (2) Multipoint services
 - (a) 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) 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) the credit for the monthly or daily charges includes the charges for the distribution amplifier only when the distribution amplifier is inoperative.
- (3) <u>Multiple Interruptions</u> Two or more interruptions which occur during a period of 5 consecutive minutes shall be considered as one interruption.
- D. Credit Allowance for Directory Assistance (DA) Calls
 - (1) When a DA location or DA operator equipment or terminals are out of service due to a Telephone Company equipment failure and a customer DA call has been forwarded to a DA operator, a credit allowance will be applied to the customer's account. The credit will be equal to the rate for a Directory Assistance Service Call set forth in Section 9., plus an amount equal to the average per call rate for Directory Transport set forth in Section 9.

* This regulation is limited to existing customers at existing locations as of April 1, 2004.

(This page filed under Transmittal No. 817)

Issued: March 17, 2004

- 2.12 Credit Allowance for Service Interruptions (Cont'd)
- 2.12.2 When a Credit Allowance Applies (Cont'd)
- D. Credit Allowance for Directory Assistance (DA) Calls (Cont'd)
 - (2) In addition to the credit allowance set forth in (1) preceding, a credit allowance for the Switched Access Service in the LATA where a DA call originated will be developed by the Telephone Company in cooperation with the customer, as follows. The credit amount is listed in (b).
 - (a) When a DA operator or equipment provides an incorrect number, a credit will apply when the customer reports such an occurrence to the Telephone Company with the following information: the number requested, the number provided and the reason the number provided is incorrect.
 - (b) The credit allowance will be as follows:
 - Credit per call when Feature Group A and/or B Switched Access Service is billed using Premium per minute rates (\$.001443)* (R)
 - Credit per call when Feature D Switched Access Service is billed using Premium per minute rates (\$.001443)* (R)

E. Specialized Services

Specialized Services provided under the provisions of Section 10. or 12. shall be administered in the same manner as those set forth for Special Access Service unless other regulations are specified with the individual case filing.

*() equals a negative amount.

Rates contained in this transmittal are subject to subsequent adjustment, effective retrospectively, in the event the Commission or a court subsequently authorizes SNET to correct its rates pursuant to pending motions, or petitions for reconsideration or waiver, or in the event of any other adjustment to an order of the Commission or a court.

(This page filed under Transmittal No. 1015)

Issued: June 16, 2011

- 2.12 Credit Allowance for Service Interruptions (Cont'd)
- 2.12.2 When a Credit Allowance Applies (Cont'd)

F.* Service Maintenance Guarantee (SMG)

The customer shall be credited the Service Maintenance Guarantee (SMG) credit, specified below, for service interruptions of 2 hours or more in duration. The (C) SMG credit will be applied on the following services:

Special Access DDS (Section 7.15) Special Access Fractional DS1 High Capacity Service (Section 7.16) Special Access DS1 High Capacity Service (Section 7.16) Special Access DS3 High Capacity Service (Section 7.16) Access Advantage Plus (AA+) Transport Service (Section 26.1) Switched Transport - Entrance Facility DS1 (Section 6.2.1) Switched Transport - Entrance Facility DS3 (Section 6.2.1) Switched Transport - Direct-Trunked Transport DS1 (Section 6.2.1) Switched Transport - Direct-Trunked Transport DS3 (Section 6.2.1)

This credit allowance is in addition to the credit allowance in Section 2.12.2A(2) and B. The SMG credit allowance can only be applied once in any one monthly billing period, on a per circuit basis. The SMG credit allowance is applied to the customer bill in addition to the existing monthly service rates, and in addition to any existing credit allowances. The total credit allowance available to the customer, regardless of the number of service interruptions in any one monthly billing period, will not exceed 100% of the combined monthly rates per affected service.

| Interruption Period | Applicable Credit |
|--|--|
| More than 30 minutes, but less than 2 hours | 1/1440th per 30 minute interval as stated in Section 2.12.2A(2) and 2.12.2B |
| 2 hours but less than 4 hours | DS3 \$1075 DS1 \$ 120 Fractional DS1 \$ 60 DDS \$ 45 |
| Over 4 hours | DS3 \$2150 DS1 \$240 Fractional DS1 \$120 DDS \$90 |

* This regulation is limited to existing customers at existing locations as of April 1, 2004.

Certain material previously appearing on this page now appears on Original Page 2-31.3

(N) (N)

(This page filed under Transmittal No. 817)

2.12 Credit Allowance for Service Interruptions (Cont'd)

2.12.2 When a Credit Allowance Applies (Cont'd)

G. Service Maintenance Guarantee (SMG)

For service interruptions 4 hours or greater, the customer shall be credited as follows:

- (i) For the initial 4 hour outage in a 30 day period, in lieu of the credit described in 2.12.2A(2) and 2.12.2B, the customer will be credited as shown in the schedule below.
- (ii) Additional service interruptions that are 4 hours or greater that occur in the same 30 day period will be calculated at the rate of 1/1440 per 30 minute interval.

The total credit allowance available to the customer regardless of the number or type of service interruptions within a 30 day period will not exceed 100% of the combined monthly rates per affected service.

| Interruption Period | Applicable Credit |
|---|---|
| More than 30 minutes but less than 4 hours | 1/1440th per 30 minute interval as stated in Section 2.12.2A(2) and 2.12.2B |
| 4 Hours or more | Metallic \$ 5.00 Telegraph \$ 5.00 Program Audio \$ 10.00 |

| Telegraph | \$ 5.00 |
|------------------|----------|
| Program Audio | \$ 10.00 |
| Video | \$ 10.00 |
| Voice Grade | \$ 10.00 |
| DDS | \$ 15.00 |
| Fractional DS1 | \$120.00 |
| DS1 | \$120.00 |
| Access Advantage | |
| Plus (AA+) | \$120.00 |
| DS3 | \$380.00 |

Certain material previously appearing on this page now appears on Original Page 2-31.3.

(This page filed under Transmittal No. 817)

(N)

2.12 Credit Allowance for Service Interruptions (Cont'd)

2.12.2 When a Credit Allowance Applies (Cont'd)

H. Packet Switched Data Network Service (PSDN)

The credit Allowance for Packet Switched Data Network Service (PSDN) is described in 19.1.2.

I. Reserved for Future Use

(T)

J. Video Service Maintenance Guarantee*

The Video Service Maintenance Guarantee provides a service credit of 100% of the monthly or daily rate, as applicable, for a service interruption of greater than one hour in duration.

The following Video Services are offered with the Video Service Maintenance Guarantee:

Broadcast Video Service
Multichannel Video Service⁽²⁾

The Video Service Maintenance Guarantee can only be applied once in any one monthly billing period, on a per circuit basis, or per leg affected basis for multipoint circuits. For daily rated services, the Video Service Maintenance Guarantee can only be applied once per daily billing period, on a per circuit basis, or per leg affected basis for multipoint circuits.

K.⁽¹⁾

- * This regulation is limited to existing customers at existing locations as of April 1, 2004.
- ⁽¹⁾ Material in this Section has been de-tariffed as required by the Commission upon use of the forbearance relief pursuant to FCC Memorandum Opinion and Order No. 07-180, released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at <u>www.att.com/guidebook</u>.
- ⁽²⁾ Effective August 25, 2011, MVS is no longer available to new customers. There is no change for existing customers.

(This page filed under Transmittal No. 1072)

Issued: August 29, 2014

Effective: September 13, 2014

- 2.12 Credit Allowance for Service Interruptions (Cont'd)
- 2.12.3 When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- A. Interruptions caused by the negligence of the customer.
- B. Interruptions of a service due to the failure of equipment or systems provided by the customer or others.
- C. Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated.
- D. 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 2.12.2 preceding applies.
- E. 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 the Telephone Company's Special Construction tariff. 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.
- F. Periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- G. Periods of temporary discontinuance as set forth in Section 2.3, Refusal and Discontinuance of Service.
- H. Periods of interruption as set forth in Section 8.5, Maintenance of Service.
- I. An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.
- J. Interruption of service caused by a customer's failure to provide notification to the Telephone Company of media stimulated mass calling events as set forth in 6.1.17 F, Customer Requirements.
- K. DS1 service provided as free (unframed) format.

(This page filed under Transmittal No. 711)

Issued: May 15, 1998

(N)

2.12 Credit Allowance for Service Interruptions (Cont'd)

2.12.4 Use of an Alternative Service During a Service Interruption

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.

2.12.5 Temporary Surrender of a Service

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.

(This page filed under Transmittal No. 446)

The Southern New England Telephone Company

(N)

(N)

2.13 Definitions

Certain terms used in this tariff are defined as follows:

Access Code

The term "Access Code" denotes a uniform seven digit code assigned by the Telephone Company to an individual customer. The seven digit code has the form 101XXXX and 950-XXXX.

Access Customer Name Abbreviation (ACNA)

Denotes a three alpha character code that identifies the customer to which the Access Service bill is rendered.

Access Customer Terminal Location (ACTL)

Denotes the eleven (11) character Common Language Location Identifier (CCLI) code identifying the customer's Point of Presence (POP/InterLATA facility terminal location).

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 exchanges, as applicable.

Access Tandem

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

Agent

The term "Agent" denotes that person or persons who have authority to allow the Telephone Company to place public telephones on their premises, who have the authority to presubscribe the public telephones on their premises as set forth in Section 4 following, and who make public telephones on their premises available for public use.

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.

(This page filed under Transmittal No. 844)

TARIFF F.C.C. NO. 39 4th Revised Page 2-34.1 Cancels 3rd Revised Page 2-34.1

(N)

ACCESS SERVICE

2.13 Definitions (Cont'd)

Alternate Billing Service

The term "Alternate Billing Service" (ABS) denotes the processing and recording of all calls not Direct Distance Dialed (1+) and billed to an account other than the account associated with the originating line. ABS calls include Calling Card Calls, Collect Calls, and Third Number Billed Calls.

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.

Attenuation Distortion

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

Authorized Billing Agent

The term "Authorized Billing Agent" denotes a third party hired by a telecommunications service provider to perform billing and collection services for the telecommunications service provider. (N)

B8ZS

The term "B8ZS" (Bipolar with 8 Zero Substitution) denotes a line code which allows transport of an all-zero octet over a DS1 1.544 Mbps High Capacity channel. B8ZS enables Clear Channel Capability on DS1 1.544 Mbps High Capacity service.

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.

(This page filed under Transmittal No. 576)

(Nx)

(Nx)

2.13 Definitions (Cont'd)

Billed Number Screening (BNS)

The term "Billed Number Screening" (BNS) denotes a service which utilizes a database to determine specific characteristics and/or customer preferences on a billed line number. Examples would include, whether or not the line is a public telephone and whether the billed customer associated with the line will accept a collect call.

Billing Name and Address (BNA)

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

Bit

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

Broadcast Traffic

Ethernet frames that are forwarded to all stations on a virtual local area network using the broadcast address.

Business Day

The term "Business Day" denotes the times of day that a company is open for business. This is 8:00 A.M. to 5:00 P.M., Monday through Friday.

Busy Line Interrupt (BLI) The term "Busy Line Interrupt (BLI)" denotes the interruption of a telephone line which has been verified as being in use.

Busy Line Verification (BLV)

The term "Busy Line Verification (BLV)" denotes the verifying of a telephone line in use.

(x) Issued under the Authority of Special Permission No. 05-017 of the FCC.

(This page filed under Transmittal No. 865)

Issued: March 30, 2005

TARIFF F.C.C. NO. 39 9th Revised Page 2-35.1 Cancels 8th Revised Page 2-35.1

(N)

2.13 Definitions (Cont'd)

Call

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

Calling Party Number

The term "Calling Party Number" denotes the SS7 out of band signaling parameter which automatically transmits the ten-digit directory number, associated with a calling station, to the customer's premises.

Call-out

| | (1)) |
|--|------|
| A customer required dispatch outside of normal business hours when a | |
| | (N) |
| technician is not available for dispatch. | (NT) |
| | (N) |

Carrier or Common Carrier

See Interexchange Carrier.

Carrier Identification Code

The term "Carrier Identification Code" (CIC) denotes a numerical four digit code that identifies the end users' selected Interexchange Carrier.

Carrier Identification Parameter

The term "Carrier Identification Parameter" denotes the SS7 out of band signaling parameter which identifies and transmits the CIC information to the customer's premises.

Carrier Selection Parameter

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

C Band

1525-1565 nanometers (unit of spatial measurement that is one billionth of a meter).

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).

(This page filed under Transmittal No. 911)

Issued: May 26, 2006

(M)

ACCESS SERVICE

2.13 Definitions (Cont'd)

Central Office

The term "Central Office" denotes a local Telephone Company switching sys where Telephone Exchange Service customer station loops are terminated fc purposes of interconnection to each other and to trunks.

Central Office Prefix

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

Certain material on this page previously appeared on 5th Revised Page 2-35.1.

(This page filed under Transmittal No. 809)

Issued: December 4, 2003 Effective: December 5, 2003

Four AT&T Plaza, Dallas, Texas 75202

2.13 Definitions (Cont'd)

Centralized Automatic Reporting on Trunks Testing

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

Centrex CO Service

The term "Centrex CO Service" denotes a service that uses a portion of a Telephone Company central office switch to meet the customer's internal needs. It serves as the customer's interface with the local and interexchange networks by linking the customer's main stations to the Telephone Company switch with subscriber loops.

Centrex CO-like Service

The term "Centrex CO-like Service" denotes a service which operates in a manner which is the same as Centrex CO, e.g., ESSEX, Centron, Centraflex, Airport Service, Hotel-Motel Service.

Channel(s)

The term "Channel(s)" denotes an electrical or photonic, in the case of fiber opticbased 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 bandwidth or lower speed channels.

Charge Number

The term "Charge Number" denotes the SS7 out of band signaling parameter which is equivalent to the ten-digit billing number of the calling station. The Charge Number is equivalent to the ANI available with MF signaling. (M)

Circuit Code

The term "Circuit Code" is a numerical code that may be used to signify the type of call. The Circuit Code is analogous to the OZZ in MF signaling. (N)

(This page filed under Transmittal No. 626)

(M)

(N)

Clear Channel Capability (CCC)

The term "Clear Channel Capability" (CCC) denotes the transport of twenty-four 64 Kbps channels over a 1.544 Mbps High Capacity Service via B8ZS line code format.

Commingling⁽¹⁾

Commingling means the connecting, attaching or otherwise linking of an unbundled network element, or a combination of unbundled network elements, to one or more facilities or services that a requesting telecommunications carrier has obtained at wholesale from the Telephone Company, or the combining of an unbundled network element, or a combination of unbundled network elements with one or more such facilities or services. Commingle means the act of commingling.

Committed Information Rate (CIR)

A statistically guaranteed level of transmission or guaranteed bandwidth that the Ethernet network will provide to the Basic Connection when information (or data) needs to be transmitted.

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.

⁽¹⁾ In the event the Commission or a court, pursuant to any regulatory or judicial review of the Commission's Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, CC Docket No. 01-338, FCC 03-36, para. 581 (released Aug. 21, 2003) (Triennial Review Order), vacates, stays, remands, (T) reconsiders, or rejects the portion of the Triennial Review Order requiring ILECs to permit commingling, the terms and conditions of this tariff authorizing commingling, which are identified with an asterisk, shall cease to be effective as of the effective date of the Commission order or the issuance of the court's mandate. In that event, the Telephone Company will provide customers that have commingled UNE(s) and/or UNE Combination(s) with wholesale services obtained under this Tariff written notice that, within 30 days, customers must either convert such UNE(s) or UNE Combination(s) to a comparable service, or disconnect such UNE(s) and/or UNE Combination(s) is even to convert or disconnect such UNE(s) and/or UNE (s) and/or UNE (

(This page filed under Transmittal No. 840)

Issued: November 9, 2004

2.13 <u>Definitions</u> (Cont'd)

C-Notched Noise

(Mx)

(Nx)

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.

Codec

The term "codec" denotes a device which produces a coded output from an analog input, and vice versa.

Coin Station

See Public Telephone.

Common Channel Signaling Network (CCSN)

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

Certain material appearing on this page previously appeared on 6th Revised Page 2-36.1

(x) Issued under authority of Special Permission No. 03-101 of the FCC.

(This page filed under Transmittal No. 805)

(N)

(N)

ACCESS SERVICE

2.13 Definitions (Cont'd)

Common Line

The term "Common Line" denotes a line, trunk, public 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.

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.

Confirmed Service Date

The term "Confirmed Service Date" denotes the date on which work activity is scheduled to be completed by the Telephone Company and the service is ready for use by the customer. The Confirmed Service Date is provided by the Telephone Company to the customer.

Customer(s)

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

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.

(This page filed under Transmittal No. 587)

Issued: November 15, 1993

2.13 Definitions (Cont'd)

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.

Dedicated Signaling Transport (DST)

The term "Dedicated Signaling Transport (DST)" denotes the transport of out-ofband signaling information between the Telephone Company's CCSN and a customer's CCSN on facilities dedicated to the use of a single customer.

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.

Dial-Up

The term "Dial-Up" denotes access with Automatic Callback to a Network Reconfiguration Service (NRS) Network Controller via the local Telephone Company Public Switched Network. With this arrangement, the customer dials a specific telephone number to achieve a data connection to the Network Controller. For security reasons, the controller will automatically call the customer back on a predetermined telephone number.

Digital Crossconnect Device (DCD)

The term "Digital Crossconnect Device" denotes equipment within a Network (z)

Reconfiguration Service (NRS) serving wire center which uses digital technology to perform channel to channel crossconnect functions.

Diplexed

The term "diplexed" denotes the simultaneous transmission of multiple signals over a single channel.

Direct-Trunked Transport

The term "Direct-Trunked Transport" denotes a Switched Transport facility between a customer's serving wire center and an end office or DA location or Telephone Company access tandem on circuits dedicated to the use of a single customer. (T)

(This page filed under Transmittal No. 626)

2.13 Definitions (Cont'd)

Directory Assistance (Interstate)

(M)

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 555-1212 or (NPA) 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 a customer's premises and selects the first operator position to respond to the Directory Assistance call.

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.

Echo Control

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

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.

(M)

(This page filed under Transmittal No. 565)

2.13 Definitions (Cont'd)

Electronic Directory Assistance (EDA)

The Term "Electronic Directory Assistance (EDA)" denotes an electronic form of accessing and acquiring information listings from the Telephone Company directory assistance database (also referred to as the Host Computer) without the use of a Telephone Company operator. (N)

End Office Switch

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

End User

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

Entrance Facility

The term "Entrance Facility" denotes a Switched Transport dedicated facility between a customer premises and a customer's premises serving wire Center that provides a customer with switched access transport between the customer's premises and its serving wire center.

Entrance Manhole

The term "Entrance Manhole" denotes the entry point designated by the Telephone Company as the point of interconnection for serving wire centers offering Expanded Interconnection.

Entry Switch See First Point of Switching.

(This page filed under Transmittal No. 608)

Issued: April 25, 1994

(N)

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ACCESS SERVICE

2.13 Definitions (Cont'd)

Envelope Delay Distortion

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

Ethernet Virtual Connection (EVC)

A logical connection between the customer demarcation point and the Ethernet $\hfill \mbox{(Nx)}$

Equal Level Echo Path Loss (ELEPL)

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)]

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.

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. 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 a customer.

Field Identifier

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

First-Come, First-Served

The term "First-Come, First-Served" denotes a procedure followed when the first service order received will be the first service order processed.

(x) Issued under authority of Special Permission No. 03-101 of the FCC.

(This page filed under Transmittal No. 805)

Issued: December 2, 2003

2.13 Definitions (Cont'd)

First Point of Switching

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

Flexible Automatic Number Identification (Flex-ANI)

The term "Flexible Automatic Number Identification" denotes an optional Switched Access service feature that provides additional values for the information indicator digits available with the Automatic Number Identification (ANI)/Charge Number feature on originating calls. These additional digits identify the type of line that is originating the call for billing, screening, and routing purposes.

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 Computer

The term " Host Computer" denotes one or more processor(s), associated software and peripheral equipment which together form an intelligent processor or device connected to a network that satisfies the needs of remote users.

Host Office

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

Host Subscriber

(N)

The term "Host Subscriber" denotes a customer with a multiplexed DS1, DS3 or SONET service who allows a Service User to occupy a channel or port of their (N) multiplexed service through a Shared Network Arrangement.

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.

(This page filed under Transmittal No. 911)

Individual Case Basis (ICB)

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

Initial Address Message

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

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.

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 c^{-} the tones (R2), and the third-order products of the tones (R3).

Internet Protocol (IP) Dedicated Access Connection

Denotes a dedicated high speed connection such as; High Speed (384 Kbps or higher download speed) Cable Modem, DSL Line, Dedicated T1 to the internet, Dedicated DS 3 to the internet or other dedicated IP private line.

Internet Protocol (IP) Enabled Voice Information Service (IP-VIS) Dedicated Location

(N)

Denotes a unique space owned or controlled by an IP-VIS provider, its agent or designee where the IP-VIS provider has located its media gateway used for IP-VIS or where the IP-VIS provider has located transmission facilities used for IP-VIS.

Certain material previously appearing on this page now appears on Original Page 2-41.3.

(N)

(This page filed under Transmittal No. 844)

Internet Protocol (IP) Enabled Voice Information Service (IP-VIS)

Denotes Internet Protocol (IP) voice information services and applications provided over an IP network and their associated capabilities and functionalities that enable an IP-VIS user to send or receive a communication based on Internet Protocol. IP-VIS Service is service between a provider of Internet Protocol (IP) enabled voice information services and the IP-VIS user only.

IP Enabled Voice Information Service (IP-VIS) Off Net Traffic

Denotes IP-VIS Traffic originating from IP-VIS Users terminating traffic to non-Telephone Company End Users subtending Telephone Company Access Tandems via the TIPToP one way port interface.

IP Enabled Voice Information Service (IP-VIS) On Net Traffic

Denotes IP-VIS Traffic originating from IP-VIS Users and terminating to Telephone Company users via the TIPTOP one way port interface.

IP Enabled Voice Information Service (IP-VIS) Traffic

Denotes any traffic that originates from or terminates to an IP-VIS User at an IP-VIS User Site. Also the traffic must travel on an Internet Protocol Network, and provide an accurate and dialable CPN as part of the call record, that when dialed, will reach that specific IP-VIS User on their Internet Protocol Network at their IP-VIS User Site.

IP Enabled Voice Information Service (IP-VIS)User

Denotes a person utilizing a phone set dedicated for IP use for all voice traffic on the Internet Protocol Network at the IP-VIS User Site, and has an accurate and dialable CPN that when dialed, will reach the IP-VIS User on their Internet Protocol Network at their IP-VIS User Site.

IP Enabled Voice Information Service (IP-VIS) User Site

Denotes the specific temporary or permanent premises where a specific communication is initiated or received by the IP Enabled Voice Information Service (IP-VIS) User, using Internet Protocol.

Internet Protocol (IP) Gateway

Denotes a device that converts communications from Time Division Multiplexing (TDM) to Internet Protocol (IP).

(This page filed under Transmittal No. 844)

Issued: December 15, 2004

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2.13 Definitions (Cont'd)

Internet Protocol (IP) Network

| Denotes a network that carries traffic in Internet Protocol on an IP Dedicated Access Connection between the IP-VIS User Site and the IP Gateway and does not change the protocol to any other protocol between the IP-VIS User Site and the IP Gateway. | (N) |
|---|-----|
| Interstate Communications | (N) |
| The term "Interstate Communications" denotes both interstate and foreign communications. | (M) |
| 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. | (M) |

Certain Material appearing on this page previously appeared on 1st Revised Page 2-41.1.

(This page filed under Transmittal No. 844)

Issued: December 15, 2004

2.13 Definitions (Cont'd)

Kilosegment

The term "Kilosegment" denotes one thousand segments.

L Band

(N)

1565-1605 nanometers (unit of spatial measurement that is one billionth of a $(\rm N)$ meter). $(\rm N)$

Line Information Data Base (LIDB)

The term "Line Information Data Base" (LIDB) denotes a data base system that is designed to provide on-line call treatment information in response to a query from the CCS7 network.

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 Service Area

The term "Local Service Area" denotes a geographical area, as defined in the Telephone Company's Local and/or General Exchange Service tariff, within which an end user (Telephone Exchange Service subscriber) may complete calls without incurring toll charges.

Certain material previously on this page now appears on 1st Revised Page 2-41.1.

(This page filed under Transmittal No. 809)

2.13 <u>Definitions</u> (Cont'd) Local Tandem Switch

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

Loop Around Test Line

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

Major Fraction Thereof

The term "Major Fraction Thereof" is any period of time in excess of 1/2 of the stated amount of time. As an example, in considering a 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.

Maritime Radio Common Carriers (MRCCs)

The term "Maritime Radio Common Carriers (MRCCs)" denotes carriers which are regulated under Part 81 of the Federal Communications Commission's Rules and Regulations.

Media Access Control (MAC) Address

A data link layer protocol that defines how packets are transmitted on a local area network.

Media Stimulated Mass Calling Events

The term "Media Stimulated Mass Calling Events" denotes the use of Switched Access Service for calls to 800, 900, etc. telephone numbers in response to television and radio advertising for which a substantial call volume is anticipated during a short period of time. Media stimulated mass calling is highly peaked and often used in conjunction with call counting services for public opinion polls, marketing surveys, etc.)

Message

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

Milliwatt (102 Type) Test Line

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

(x) Issued under authority of Special Permission No. 03-101 of the FCC.

(This page filed under Transmittal No. 805)

Issued: December 2, 2003

(Nx)

(Nx)

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2.13 Definitions (Cont'd)

Multicast Traffic

Ethernet frames that are forwarded to multiple destinations that are identifi using a multicast group address. (Nx)

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.

Network Controller

The term "Network Controller" denotes an intelligent device which permits customers to directly control authorized network configurations, within a Network Reconfiguration Service (NRS) arrangement.

Network Reconfiguration Device

The term "Network Reconfiguration Device" denotes a device which has the ability to connect/disconnect its internal crossconnections between services terminating on the device when directed to do so via the Network Controller.

Non IP Enabled Voice Information Service (IP-VIS) Traffic

Denotes any traffic not specifically defined as or not identifiable as IP-VIS traffic or any traffic that does not travel on an IP Dedicated Access Connection or any traffic that is not in Internet Protocol, for any portion of the communication between the IP-VIS User and the IP Gateway device, or any traffic from a Non IP-VIS User, or any traffic from a user site that is not an IP-VIS User Site, or any traffic classified by this tariff as Non IP-VIS traffic.

Non IP Enabled Voice Information Service (IP-VIS)User

Any user(s) not meeting the definition of an IP-VIS User.

Non IP Enabled Voice Information Service (IP-VIS) Off Net Traffic

Denotes Non IP-VIS Traffic between a user (IP-VIS or non IP-VIS users) or customer (TIPToP or non TIPToP customers) and non-Telephone Company (Off Net) End Users via a TIPToP port interface.

Non IP Enabled Voice Information Service (IP-VIS) On Net Traffic

Denotes Non IP-VIS Traffic between a user (IP-VIS or non IP-VIS users) or customer (IP or non IP customers) and Telephone Company users via a TIPTOP port interface.

(x) Issued under the Authority of Special Permission No. 05-017 of the FCC.

(This page filed under Transmittal No. 865)

Nonsynchronous Test Line

The term "Nonsynchronous Test Line" denotes an arrangement in step-by-step end (M) 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 (Numbering Plan Area) code and a seven-digit telephone number made up of a three-digit Central Office code plus a four-digit station number.

Off-hook

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

Off Net End User

Denotes a non-Telephone Company end user that subtends a Telephone Company Access Tandem.

On-hook

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

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Certain material on this page previously appeared on Original Page 2-44.

(This page filed under Transmittal No. 844)

Open Circuit Test Line

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

Originating Direction

The term "Originating Direction" denotes the use of Access Service for the origination of calls from an end user premises to an IC premises.

Originating Point Code (OPC)

The term "Originating Point Code" (OPC) is used to identify each Operator Service System (OSS) location used in the provisioning of LIDB Validation Service.

OZZ Code

The term "OZZ" is a numerical code that may be used to signify the type of call. The OZZ is used with MF Signaling.

Packet Delivery Rate (PDR)

Defined as the actual amount of useful and non-redundant information that is transmitted or processed from end-to-end across the Ethernet network. It is a function of bandwidth, error performance, congestion and other factors. PDR will be defined as a percentage of Ethernet frames offered to the network that successfully traverse the network, end-to-end, within the Committed Information Rate (CIR), and within a calendar month. Packet delivery is measured by averaging sample measurements taken during a calendar month from NTE to NTE to which the customer ports are attached.

Packet Switched Data Network (PSDN)⁽¹⁾

The term Packet Switched Data Network (PSDN) denotes a service offering whereby the customer utilizes packet switching technology and digital transmission facilities to provide economical common user switched data transport for bursty traffic of X.25 and X.75 protocols.

- As of October 6, 2004, PSDN service utilizing the X.25 protocol and the X.75 protocol is obsolete and is limited to existing installations, at existing locations, for existing customers.
- (N)

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(This page filed under Transmittal No. 828)

TARIFF F.C.C. NO. 39 Original Page 2-45.1

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ACCESS SERVICE

2.13 Definitions (Cont'd)

Phase Jitter

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

Point of Termination

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

Premises

The term "Premises" denotes a building, or a portion of a building in a multitenant building, or buildings on continuous property (except Railroad Rightof-Way, etc.) not separated by a public highway, except for an end user that offers Telecommunications Services exclusively as a reseller. This term is not to be limited to one building, but applies as well to a complex, or campus-type configuration of buildings.

Prime Service Vendor

The term "Prime Service Vendor" denotes the status of the Telephone Company when contracting directly with the user of Telecommunications Service Priority (TSP) Service.

(x) Issued under authority of Special Permission No. 03-101 of the FCC.

Certain material appearing on this page previously appeared on 5th Revised Page 2-45.

(This page filed under Transmittal No. 805)

2.13 Definitions (Cont'd)

Public Telephone

The term "Public Telephone" denotes public payphones, both coin and coinless, (C) that are available to the general public for public convenience. They are located in public or semipublic places where customers can originate (C) telephone calls and pay the applicable charges.

Query

The term "Query" denotes a request for specific information generated by a computer processor and sent to an application, i.e., a data base with a predefined set of responses expected.

Radio Common Carriers (RCCs)

The term "Radio Common Carriers (RCCs)" denotes carriers which are regulated under Part 22 of the Federal Communications Commission's Rules and Regulations.

Registered Equipment

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

Release Message

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

Remote Switching Modules and/or Remote Switching Systems

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

Segment

The term "Segment" denotes a continuous sequence of binary digits (bits) of information within a packet. A segment has a billable length of up to 64 octets of customer data transmitted to or from a character-oriented station.

Service Control Point (SCP)

The term "Service Control Point" (SCP) denotes an SS7 network element whose function is to serve as a control interface between the SS7 network and one or more data bases.

(This page filed under Transmittal No. 687)

2.13 Definitions (Cont'd)

Service Management System (SMS)

The term "Service Management System" (SMS) denotes the main operations support system of the 800 Database Service network. It is used to create and maintain subscriber records that are downloaded to SCPs for use in processing subscriber calls.

Service Switching Point (SSP)

The term "Service Switching Point" (SSP) denotes a switch in the Telephone Company's CCS7 network equipped with the ability to interact with a database using SS7 messages to obtain call routing information.

Service User

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The term "Service User" denotes a customer who has their service on a channel or port of a multiplexed DS1, DS3 or SONET service belonging to a Host Subscriber through a Shared Network Arrangement.

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.

Shared Network Arrangement

The term "Shared Network Arrangement" denotes a service offering whereby a Service User may connect subtending services to a Host Subscriber's multiplexed High Capacity Special Access service, Direct-Trunked Transport or SONET service, and the Telephone Company will maintain separate customer records (N) and billing.

Short Circuit Test Line

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

Signal Transfer Point

The term "Signal Transfer Point" (STP) denotes a switch in the Telephone Company's CCS7 network which provides access and performs message routing and screening.

(This page filed under Transmittal No. 911)

Issued: May 11, 2006

Signaling System 7 (SS7)

The term "Signaling System 7" (SS7) denotes the signaling protocol version used in the Common Channel Signaling Network.

Signaling for Tandem Switching

The term "Signaling for Tandem Switching" denotes the Carrier Identification Code (CIC) and the OZZ code on an MF signaling basis and the CIC and Circuit Code on an SS7 basis. This information is needed to perform tandem switching functions.

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.

(D) (D)

Storage Area Network

Network which links host computers, storage servers, and systems.

Subcontractor

The term "Subcontractor" denotes the status of the Telephone Company when contracting directly with a Prime Service Vendor to provide Telecommunications Service Priority (TSP) to a service user.

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.

Switching System

The term "Switching System" denotes the Telephone Company facilities, including hardware and/or software, which are used to perform switching functions within a central office, end office or tandem office.

(This page filed under Transmittal No. 1052)

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.

Switched Digital Data Service (SDDS) Interconnect

The term "Switched Digital Data Service (SDDS) Interconnect" denotes the transmission of originating and terminating data up to 56 Kilobits between a Switched 56 Kbps End User's premises and an Interexchange Carrier's Point of Termination.

Tandem-Switched Directory Transport

The term "Tandem-Switched Directory Transport" denotes a facility between the DA location and the Telephone Company SWC or a Telephone Company access tandem when usage is switched at the access tandem.

Tandem Switching Provider

The term "Tandem Switching Provider" (TSP) denotes any customer that receives Signaling for Tandem Switching from Telephone Company equal access end offices so that the customer may install their own tandems to provide tandem-switching services.

(This page filed under Transmittal No. 689)

(M)

2.13 Definitions (Cont'd)

Tandem-Switched Transport

The term "Tandem-Switched Transport" denotes a Switched Transport facility between an end office and the Telephone Company access tandem that provides a customer with Switched Access Transport for usage that switches at the access tandem.

Telecommunications Relay Service (TRS)

The term "Telecommunications Relay Service (TRS)" denotes the process where end user dialed calls are routed to a TRS Provider's Center for delivery to the Telephone Company. The Telephone Company in turn directs the call, via FGD Switched Access Service, to an access tandem for delivery to the selected Interexchange Carrier of choice.

Telecommunications Relay Service (TRS) Provider

The term "Telecommunications Relay Service (TRS) Provider" denotes the authorized provider of TRS in the state.

Telecommunications Service Provider

The term "Telecommunications Service Provider" denotes interexchange carriers, operator service providers, enhanced service providers, and any other provider of telecommunications services.

Terminating Direction

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

Termination Charge

The term "Termination Charge" denotes a charge that is applicable should a customer discontinue special construction or specialized service or arrangements, etc., prior to the expiration of its termination liability period. This charge is computed at the time of discontinuance and in no case will it ever exceed the maximum termination liability (charge) which was agreed to by the customer at the time the Special Construction or Specialized Services or Arrangements, etc. was undertaken.

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Third Party Host

The term "Third Party Host" denotes a customer who has a Shared Network Arrangement with a Host Subscriber, and allows a Cascading Service User to occupy a channel or port of the Third Party Host's multiplexed service through a Cascading Shared Network Arrangement.

(x) Issued under authority of Special Permission No. 11-003 of the FCC in order to withdraw material filed under Transmittal No. 1009 without its becoming effective and to restore currently effective material.

(This page filed under Transmittal No. 1012)

Issued: March 17, 2011

TARIFF F.C.C. NO. 39 3rd Revised Page 2-48 Cancels 2nd Revised Page 2-48

ACCESS SERVICE

2.13 Definitions (Cont'd)

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. (M)

Transmission Path

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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 channels consisting of any form or configuration of facilities typically used in the telecommunications industry.

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 interchangeable trunks which are traffic engineered as a unit to establish connections between switching systems.

(\$)(k)

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).

Certain material on this page formerly appeared on Page 2-47. Certain material on this page now appears on Page 2-49.

(x) Issued under authority of Special Permission No. 93-398 of the Federal

(This page filed under Transmittal No. 576)

Unbundled Network Elements (UNEs)⁽¹⁾

Denotes the network elements the Telephone Company is required to provide on an unbundled basis pursuant to Section 251(c)(3) of the Communications Act of 1934, as amended.

Unicast Traffic

Ethernet frames forwarded from one station to another using the individual address.

Uniform Service Order Code (USOC)

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

Unknown Unicast Traffic

Ethernet frames that contain a destination address that has not been "learned" by the network equipment and is treated for an address with no dynamic filtering entry present.

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.

Virtual Tributary (VT)

Denotes a Synchronous Optical Network (SONET) structure designed for the transport of sub-EC-1 signals which are less than 51.84 Mbps bandwidth. A (DS1) 1.544 Mbps signal is mapped into the SONET format using a VT 1.5 (1.728 Mbps) as a packaging mechanism that is internal to the SONET signal.

Virtual Switch

The term "Virtual Switch" denotes a software defined switch.

⁽¹⁾ In the event the Commission or a court, pursuant to any regulatory or judicial review of the Commission's Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, CC Docket No. 01-338, FCC 03-36, para. 581 (released Aug. 21, 2003) (Triennial Review Order), vacates, stays, remands, reconsiders, or rejects the portion of the Triennial Review Order requiring ILECs to permit commingling, the terms and conditions of this tariff authorizing commingling, which are identified with a footnote, shall cease to be effective as of the effective date of the Commission order or the issuance of the court's mandate. In that event, the Telephone Company will provide customers that have commingled UNE(s) and/or UNE Combination(s) with wholesale services obtained under this Tariff written notice that, within 30 days, customers must either convert such UNE(s) or UNE Combination(s) within 30 days, as described above, shall be deemed authorization to convert the UNE(s) and/or UNE (s) and/or UN

(x) Issued under the Authority of Special Permission No. 05-017 of the FCC.

(This page filed under Transmittal No. 865)

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2.13 Definitions (Cont'd)

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. Designation of a serving wire center as a WSO is based upon the capability and capacity of the end office switch to provide WATS Access Service arrangements. WATS Access Service arrangements and WATS Access Service options as described in Sections 6 and 7 following may not be available at all WATS Serving offices. WATS Serving offices are identified in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4.

Wide Area Network Physical Transport (WAN PHY)

An Ethernet standard for wide area network transport at the physical layer, with (N) a maximum bit rate of 9.953 Gbps. (N)

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.

Zero Minus Transfer (0-)

The term "Zero Minus Transfer (0-)" denotes the transfer of an end user call to a specific IC by a Telephone Company operator.

900 Access Service Screening Office

The term "900 Access Service Screening Office" denotes an end office or access tandem that performs the customer identification function required to provide 900 Access Service to all customers.

(N)