

**ACCESS SERVICE**

**2. General Regulations**

**2.1 Undertaking of the Telephone Company**

**2.1.1 Scope**

**(A)** The Telephone Company does not undertake to transmit messages or offer any telecommunication services under this Guidebook.

**(B)** The Telephone Company shall be responsible only for the installation, operation and maintenance of the services it provides. Telephone Company facilities are to be used only for Telephone Company provided services or equipment.

**(C)** The Telephone Company shall, for maintenance purposes, test its services only to the extent necessary to detect and/or clear trouble.

**(D)** Services are provided 24 hours daily, seven days per week except as set forth in other sections of this Guidebook.

**(E)** The provision of such services by the Telephone Company as set forth in this Guidebook does not constitute a joint undertaking with the customer for the furnishing of any service.

**(F)** Facilities utilized by the Telephone Company to provide service under the provisions of this Guidebook shall remain the property of the Telephone Company.

**(G)** The Telephone Company does not warrant that its facilities and services meet standards other than those set forth in this Guidedbook and specifically referenced technical publications.

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**2. General Regulations (Cont'd)**

**2.1 Undertaking of the Telephone Company (Cont'd)**

**2.1.2 Limitations**

**(A)** The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities as set forth in Section 10 following, concerning the Telecommunications Service Priority (TSP) System.

**(B)** Directory listings will not be furnished as a part of the services provided under this Guidebook. Directory listings will be provided at the rates and charges specified in the AT&T Arkansas Guidebook for additional listings.

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

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**2. General Regulations (Cont'd)**

**2.1 Undertaking of the Telephone Company (Cont'd)**

**2.1.3 Liability**

**(A)** The Telephone Company's liability, if any, for its willful misconduct is not limited by this Guidebook. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of (B) through (H) following, the Telephone Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this Guidebook as a credit allowance for a service interruption.

**(B)** The Telephone Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Telephone Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.

**(C)** Where an exchange telephone company that jointly provides access service with the Telephone Company is incapable of denying such service in compliance with its tariffs, without the cooperation of the Telephone Company, the Telephone Company will assist that exchange telephone company in denying joint access service to the customer as long as that exchange telephone company indemnifies, defends and holds harmless the Telephone Company from and against any and all liability, loss, damage, costs, claims or expenses of any kind arising out of the Telephone Company's assistance in the denial of service. Service denial for such joint access service will only include calls which originate or terminate within, or transit, the operating territory of the exchange telephone company(ies) initiating the service denial.

**(D)** The Telephone Company is not liable for damages to the customer's 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.

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**2. General Regulations (Cont'd)**

**2.1 Undertaking of the Telephone Company (Cont'd)**

**2.1.3 Liability (Cont'd)**

**(E)** When a customer is provided service under this Guidebook, the Telephone Company shall be indemnified, defended and held harmless by the customer against any claim, loss or damage arising from the customer's use of services offered under this Guidebook, involving:

- 1.** Claims for libel, slander, invasion of privacy, or infringement or copyright arising from the customer's own communications;
- 2.** Claims for patent infringement arising from the customer's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the customer; or
- 3.** All other claims arising out of any act or omission of the customer in the course of using services provided pursuant to this Guidebook.

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

**(F)** The Telephone Company does not guarantee to make any warranty with respect to its services when used in an explosive atmosphere. The Telephone Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to the customer's use of the service so provided.

**(G)** No license under patents (other than the limited license to use) is granted by the Telephone Company or shall be implied or arise by estoppel, with respect to any service offered under this Guidebook. 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 Guidebook and will indemnify such customer for any damages awarded based solely on such claims.

**(H)** The Telephone Company's failure to provide or maintain services under this Guidebook 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. However, credit allowance for service interruptions, as specified in 2.5.6 (Credit Allowance for Service Interruptions), will apply.

**2.1.4 Provision of Services**

**(A)** The Telephone Company, will provide to the customer, upon reasonable notice, services offered in this Guidebook at the specified rates and charges, to the extent that such services are or can be made available with reasonable effort and after provisions have been made for the Telephone Company's Telephone Exchange Service.

In the event that the customer's request cannot be fulfilled with existing facilities and equipment, or the request is not consistent with the Telephone Company's issued Guidebooks and technical references contained therein, alternative designs will be provided by the Telephone Company. Additionally, the Telephone Company will work with the customer to reach an agreeable solution.

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**2. General Regulations (Cont'd)**

**2.1 Undertaking of the Telephone Company (Cont'd)**

**2.1.4 Provision of Services (Cont'd)**

**(B)** The services provided under this Guidebook are provided over such routes and facilities as the Telephone Company may elect. Requests for special facilities or routing of access service will be provided in accordance with Section 14 (Special Construction) or Section 27 (Diversity), as appropriate. (T)

**(C)** The services in this Guidebook (not including Expanded Interconnection, as set forth in Section 25) will be provided as follows:

**(1)** The service will include any entrance cable or drop wiring and wiring, or as set forth in Part 68 of the FCC's Rules and Regulations.

**(2)** The service will be installed by the Telephone Company to such point of termination.

**(D)** Moves involving the point of termination at the customer's premises for Access Services offered under this Guidebook are discussed in the appropriate section of this Guidebook.

**(E)** Standard Jacks, discussed in 13.3.5 (Registered Jacks-Registration Program), are used where appropriate to terminate services. Jacks other than those used to terminate services may be provided by the Telephone Company, as specified in the AT&T Arkansas Guidebook. (T)

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**2.General Regulations (Cont'd)**

**2.1 Undertaking of the Telephone Company (Cont'd)**

**2.1.4 Provision of Services (Cont'd)**

**(F)** Except as provided for equipment and systems subject to FCC Part 68 Regulation at 47 C.F.R. Section 68.110(b), the Telephone Company may, where such action is reasonably required in the operation of its business:

**(1)** Substitute, change or rearrange any facilities used in providing service under this Guidebook, including, but not limited to:

- substitution of different metallic facilities,
- substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities, and
- substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities;

**(2)** Change minimum network protection criteria;

**(3)** Change operating or maintenance characteristics of facilities; or

**(4)** Change operations or procedures of the Telephone Company.

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

**(G)** In case of any such substitution, change or rearrangement as described in (F) preceding, the facility parameters will be within the range, as set forth in Section 6 (Switched Access Service) and Section 7 (Special Access Service). The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Telephone Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Telephone Company will work cooperatively with the customer to determine reasonable notification requirements.

**(H)** The Telephone Company will provide the customer reasonable notification of service affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific, they affect many customer services. No specific advance notification period is applicable to all service activities. The Telephone Company will work cooperatively with the customer to determine the notification requirements.



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**2. General Regulations (Cont'd)**

**2.1 Undertaking of the Telephone Company (Cont'd)**

**2.1.4 Provision of Services (Cont'd)**

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

**2.1.5 Operation and Maintenance**

**(A) Maintenance of Service**

The services provided under this Guidebook shall be maintained by the Telephone Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Telephone Company, other than by connection or disconnection to any interface means used, except with the written consent of the Telephone Company.

**(B) Availability for Testing**

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

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.1 Undertaking of the Telephone Company (Cont'd)****2.1.5 Operation and Maintenance (Cont'd)****(C) Interference or Impairment**

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Telephone Company and associated with the facilities utilized to provide services under this Guidebook 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.

The Telephone Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required, except as provided for equipment or systems subject to FCC Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with (A), preceding. Where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, allowance for interruption of services, as set forth in 2.5.6 (Credit Allowance for Service Interruptions) and 2.5.7 (Service Assurance Warranty Schedule (SAWS)), is not applicable.

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**2. General Regulations (Cont'd)**

**2.1 Undertaking of the Telephone Company (Cont'd)**

**2.1.6 Refusal and Discontinuance of Services**

**(A)** The Telephone Company may refuse additional applications for service or discontinue the provision of services as set forth in (1) and (2) following, unless the provisions of 2.1.5(C) (Interference or Impairment) or 2.3.2 (Connections) apply, when the customer fails to comply with:

- 2.1.5(A) (Maintenance of Service),
- 2.1.5(B) (Availability of Testing),
- 2.2.2 (Unlawful and Abusive Use),
- 2.3.4 (Balance),
- 2.3.7 (Damages),
- 2.4 (Jurisdictional Reports), or
- 2.5 (Billing Regulations) - including any payments to be made by the customer on the dates and times herein specified.

On thirty (30) days' written notice by Certified U.S. Mail to the person designated by that customer to receive such notices of noncompliance, the Telephone Company may:

**(1)** Refuse additional applications for service and/or refuse to complete any pending orders for service by the noncomplying customer at any time thereafter. If the Telephone Company does not refuse additional applications for service on the date specified in the thirty (30) days' notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone company's right to refuse additional applications for service to the noncomplying customer without further notice; or

**(2)** Discontinue the provision of the services to the noncomplying customer at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Telephone Company does not discontinue the provision of the services involved on the date specified in the thirty (30) days' notice and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to discontinue the provision of the services to the noncomplying customer without further notice.

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**2. General Regulations (Cont'd)**

**2.1 Undertaking of the Telephone Company (Cont'd)**

**2.1.6 Refusal and Discontinuance of Services (Cont'd)**

**(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 or guidebook provisions, the tariff or guidebook regulations of the telephone company where the customer end office is located shall prevail for joint service discontinuance provisions.

**ACCESS SERVICE****2. General Regulations (Cont'd)****2.1 Undertaking of the Telephone Company (Cont'd)****2.1.7 Provision and Ownership of Telephone Numbers**

The Telephone Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Telephone Company serving central office prefixes associated with such number, when necessary, in the conduct of the Telephone Company's business. Should it become necessary to make a change in such numbers, the Telephone Company will furnish to the customer by Certified U.S. Mail on six (6) months' notice, the effective date and an explanation of the reasons for such changes.

**2.1.8 Technical References**

The Telephone Company will publish Technical References which the customer can obtain as an aid in selecting the appropriate service interface and feature arrangements.

Upon request, the Telephone Company will furnish network interface information required by Part 68 of the FCC's Rules and Regulations.

**2.2 Use****2.2.1 Assignment and Transfer of Facilities**

**(A)** The customer may not assign or transfer (e.g., mergers, acquisitions, consolidations) the use of services provided under this Guidebook except, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:

**(1)** Another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or

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**2. General Regulations (Cont'd)**

**2.2 Use (Cont'd)**

**2.2.1 Assignment and Transfer of Facilities (Cont'd)**

**(A) Cont'd**

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

(B) In all cases of assignment or transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer and such acknowledgment shall be made within fifteen (15) days from the receipt of notification. The assignee or transferee (new customer) shall provide to the Telephone Company the written release of the use of such services from the assignor or transferor (former customer). All regulations, conditions and applicable charges, as set forth in this Guidebook, shall apply to such assignee or transferee.

(C) 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.

**2.2.2 Unlawful and Abusive Use**

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

Abusive use includes:

(1) The use of 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 interface unreasonably with the use of the service by one or more other customers.

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.2 Use (Cont'd)****2.2.2 Unlawful and Abusive Use (Cont'd)**

**(B)** The Telephone Company shall, upon written request from a customer, another exchange telephone company or lawful authority, terminate service to any subscriber or customer identified as having utilized service provided under this Guidebook in the completion of abusive or unlawful telephone calls. Service shall be determined by the Telephone Company as provided for in its AT&T Arkansas Guidebook.

**(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 telephone company or party against any claim, loss or damage arising from the Telephone Company's actions in terminating such service, unless caused by Telephone Company's negligence.

**2.3 Obligations of the Customer****2.3.1 Design of Customer Services**

Subject to provisions of 2.1.4(F) and (G), 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 network protection criteria, operating or maintenance characteristics of the facilities.

**2.3.2 Connections**

Equipment and/or systems (i.e., termination 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 Reference Publication AS No. 1, Issue II and in 2.1 (Undertaking of the Telephone Company).

**ACCESS SERVICE****2. General Regulations (Cont'd)****2.3 Obligations of the Customer (Cont'd)****2.3.3 Equipment Space and Power**

The customer shall furnish or arrange to have furnished to the Telephone Company, at no charge, an environment conducive to the operation of equipment, space and electrical power required by the Telephone Company to provide services under this Guidebook 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 services of the Telephone Company.

**2.3.4 Balance**

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

**2.3.5 Coordination with Respect to Network Contingencies**

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

The customer shall provide the Telephone Company notification of media stimulated mass calling events (e.g., 800, 900, opinion polls, POTS, etc. calls placed in response to television and radio advertising). Specific provisions relating to customer report requirements for media stimulated mass calling events are contained in Section 6.7.12 (Media Stimulated Mass Calling Events) of SWBT Tariff FCC No. 73.



**ACCESS SERVICE****2. General Regulations (Cont'd)****2.3 Obligations of the Customer (Cont'd)****2.3.6 Reference 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.

**2.3.7 Damages**

The customer shall reimburse the Telephone Company for damages to the Telephone Company facilities utilized to provide services under this Guidebook 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. Upon reimbursement for damages, the Telephone Company will cooperate with the customer in prosecuting a claim against the person causing such damage. The customer shall be subrogated to the right of recovery by the Telephone Company for the damages to the extent of such payment.

**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.3 Obligations of the Customer (Cont'd)**

**2.3.8 Claims and Demands for Damages**

**(A)** With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this Guidebook, any circuit, apparatus, system or method provided by the customer.

**(B)** The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims and losses or damages including punitive damages, attorneys fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Telephone Company's services provided under this Guidebook 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 and 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 Guidebook; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.

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**ACCESS SERVICE**

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

Customers may be required to provide the following reports in connection with the provision of access service. The specific report requirements are provided in other sections of this Guidebook as set forth following.

<u>Customer Provided Reports</u>	<u>Section No.</u>	
Percentage of Intrastate Use (PIU)	2.4.1	
Certification Requirements	2.4.2	(D)
800 Number Portability Access Service (NPAS)	6.4.2*	(T)
Media Stimulated Mass Calling Events	6.7.12*	
Percent Direct Routed Reports	6.7.16*	
CCS/SS7 Forecast Factor	23.2.6	(T)
Percent Tandem Signaling Factor	6.7.17*	
Tandem Signaling Terminating Billing Data	6.7.18*	

\*Sections in SWBT Tariff FCC No. 73

**2.3.10 Identification and Rating of VoIP-PSTN Traffic**

Scope 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.<sup>(1)</sup>

This Section governs the identification of originating and terminating intrastate toll VoIP-PSTN traffic and facilities to which switched access rates apply (unless the parties have agreed otherwise) in accordance with the transitional Intercarrier Compensation framework for VoIP-PSTN traffic adopted by the Federal Communications Commission in its Report and Order, FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order"). Specifically, this Section establishes the method that will be used to identify the percentage of the customer's intrastate access traffic that will be treated as intrastate toll VoIP-PSTN traffic (referred to in this Guidebook as "Relevant VoIP-PSTN Traffic").

Although the Telephone Company has taken the position that this Guidebook, by its own terms, already applies to VoIP-PSTN traffic, as defined herein, the Telephone Company has included this Section in the Guidebook out of an abundance of caution to prevent any claim that it does not so apply, and to implement the decision by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order") that VoIP-PSTN access traffic should be exchanged at interstate access rates (unless the parties have agreed otherwise). By its terms, the FCC Order is prospective only, and does not address preexisting law with regard to the applicability of intercarrier compensation or the enhanced service providers ("ESP") exemption to VoIP-PSTN Traffic. Including this section in the Guidebook in no way alters or otherwise affects the applicability of this Guidebook to VoIP-PSTN Traffic before the effective date of the FCC Order.

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ACCESS SERVICE

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**2. General Regulations (Cont'd)****2.3 Obligations of the Customer (Cont'd)****2.3.10 Identification and Rating of VoIP-PSTN Traffic (Cont'd)****(A) Scope**

This Section applies to originating and terminating intrastate switched access minutes of use ("MOU") and facility rate elements of all Access customers.

The customer shall not modify its reported PIU factor to account for the VoIP-PSTN Traffic for MOU and facility rate elements.

**(B) Rating of VoIP-PSTN Traffic<sup>1</sup>**

The Relevant VoIP-PSTN Traffic exchanged between the customer and the Telephone Company or another provider and facility rate elements identified in accordance with this Guidebook section will be billed at rates comparable to the Telephone Company's applicable tariffed interstate switched access rates, as specified in SWBT Tariff F.C.C. No. 73, unless the corresponding intrastate rate is lower. If the intrastate rate is lower, then that rate will be used for billing. Hereafter, these billed rates will be referred to in this Guidebook as the relevant "VoIP Rates."

(T)

**(C) Calculation and Application of Percent-VoIP-Usage Factors<sup>2</sup>**

The Telephone Company will determine the number of Relevant VoIP-PSTN Traffic originating MOU and the originating facility rate elements effective July 1, 2014 to which VoIP Rates will be applied under subsection (B), above, by applying the Percent VoIP Usage ("PVU") factor to the originating intrastate access MOU and the facilities between the Telephone Company and the customer. The PVU factors will be derived and applied as follows:

- (1) The customer will calculate and furnish to the Telephone Company a factor (the "PVUC") on an ACNA basis which would aggregate traffic from all Carrier Identification Code ("CIC") or Operating Company Numbers ("OCNs") associated with the ACNA. This represents the percentage (whole number) of the originating intrastate access MOU that the customer receives from the Telephone Company end users in the state which is sent from the Telephone Company that is terminated in IP format at the customer's end user. This PVUC shall be based on information such as the number of the customer's retail VoIP subscriptions in the state (*e.g.*, as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information satisfactory to the Telephone Company.

<sup>1</sup> For the period of January 2012 through June 2013 Intrastate VoIP terminating usage and facilities charges are required to be at the Interstate rates and rate structure and as such a credit will be employed to achieve this. Because the Intrastate rates and rate structure are currently not at parity, the credit associated with VoIP terminating usage will be based on a calculation of the difference between the Intrastate revenue utilizing intrastate rates and Intrastate demand versus the intrastate revenue utilizing applicable Interstate rates and rate structure and intrastate demand. This process is also being applied to VoIP originating usage for the period of January 2012 through July 13, 2012.

<sup>2</sup> Consistent with FCC regulations (47 CFR 51.913(a)), for the period of July 2012 through June 2014 Intrastate VoIP originating usage and originating dedicated facilities charges are required to be at the Intrastate rate and rate structure. Effective July 1, 2013, the Terminating usage and dedicated facilities are at the Interstate rate structure and the lower of the Interstate or Intrastate rates.

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ACCESS SERVICE

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**2. General Regulations (Cont'd)****2.3 Obligations of the Customer (Cont'd)****2.3.10 Identification and Rating of VoIP-PSTN Traffic (Cont'd)**

## Calculation and Application of Percent-VoIP-Usage Factors (Cont'd)

- (2) The Telephone Company will calculate and periodically update a (the "PVUT") VOIP usage factor for the Telephone Company. This factor (percentage) is calculated on an individual: the intrastate originating minutes delivered to the customer which were originated in IP format by the Telephone Company's end users divided by the total intrastate originating access MOU that the Company delivered to the customer's end users. This PVUT shall be based on information such as the number of the customer's retail VoIP subscriptions in the state (*e.g.*, as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information. (C)

- (3) The Telephone Company will develop a customer Percent VoIP Usage ("PVU") factors combining the customer's PVUC factor with the Telephone Company's PVUT factor. (T)

- a. The PVU calculation below is applied when the Telephone Company does not bill based on actual call detail records for the Telephone Company's intrastate IP traffic at VoIP Rates. (T)

$PVU = PVUC + [PVUT \times (1 - PVUC)]$  is applied to the Telephone Company's end user's originating intrastate MOU and facility rate elements (C)

Example: The customer reported that their PVUC as 40%. The Telephone Company's PVUT is 10%. This results in the following:  $PVU = 40\% \text{ plus } (10\% \text{ times } (1 - 40\%)) = 46\%$

This means that 46% of the originating Intrastate MOU exchanged between the Telephone Company's end users and the customer will be rated at VoIP Rates. (C)

- b. The PVU calculation below is applied when the Telephone Company bills are based on the actual originating call detail records for the Telephone Company's intrastate IP traffic at VoIP Rates. (C)

The formula for usage will be as follows:

$PVU = PVUC \times (1 - PVUT)$  applied to the Telephone Company's TDM end user's originating intrastate MOU. (C)

$PVU = PVUC + [PVUT \times (1 - PVUC)]$  applied to the facility rate elements.

Example: The Telephone Company has identified that there were 10,500 originating intrastate MOU from the Telephone Company's IP end users and delivered to the customer's end users. (C)

The customer reported that their PVUC as 40%. The Telephone Company's PVUT is 10%. This results in the following:  $PVU = 40\% \text{ times } (1 - 10\%) = 36\%$

This means that 36% of the originating Intrastate MOU exchanged between the Telephone Company's TDM end users and the customer will be rated at VoIP Rates and the originating intrastate 10,500 MOU will also be rated at VoIP Rates. (C)

For the originating facility rate elements, the formula that is applied to the intrastate dedicated facilities is as follows: (C)

$PVU = 40\% \text{ plus } (10\% \text{ times } (1 - 40\%)) = 46\%$

Therefore, 46% of the originating intrastate facilities will be rated at VoIP Rates. (C)

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**ACCESS SERVICE**

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**2. General Regulations (Cont'd)****2.3 Obligations of the Customer (Cont'd)****2.3.10 Identification and Rating of VoIP-PSTN Traffic (Cont'd)****(C) Calculation and Application of Percent-VoIP-Usage Factors (Cont'd)**

(4) The Telephone Company will apply the customer's PVUC to originating traffic exchanged between the third party providers (e.g. Independent Telephone Company and local exchange carrier) subtending the Telephone Company's access tandem and customer.

The customer may elect to provide a different factor ("PVUC3") that represents the originating VoIP-PSTN traffic that is exchanged between the third party providers and customer.

(5) If the customer does not furnish the Telephone Company with a PVUC pursuant to the preceding paragraph (C) (1), the Telephone Company will utilize a customer PVUC of 0%.

**(D) PVU Factor Updates**

The customer may update the PVUC factor quarterly using the method set forth in Subsection (C)(1) and (4), above. If the customer chooses to submit such updates, it shall forward to the Telephone Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVUC factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Telephone Company will use the revised PVUC to calculate a revised PVU. The revised PVU factor will only apply prospectively and serve as the basis for billing until superseded by a new PVU.

The customer must update the PVUC factor no later than June 1, 2014 to reflect the use of terminating VOIP traffic as delineated in Subsection (C)(1) and (4) or the Telephone Company will utilize a customer PVUC of 0%.

**(E) PVU Factor Verification**

Not more than twice in any year, the Telephone Company may ask the customer to verify the PVUC factor furnished to the Telephone Company. The customer shall comply, and shall reasonably provide the records and other information used to determine their PVUC, as specified in section (C)(1), and (4), above. The customer shall retain and maintain (for verification purposes) the records and other information used to determine the PVUC, for at least 12 months after the PVUC is filed (or longer if any other section of the Telephone Company's tariffs, guidebooks or applicable law requires a longer period). The verification process shall be conducted consistent with the provisions in Section 2.4.1(D), (E) and (F) of SWBT Tariff F.C.C. No. 73. (T)  
(T)

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**ACCESS SERVICE**

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**2. General Regulations (Cont'd)****2.3 Obligations of the Customer (Cont'd)****2.3.10 Identification and Rating of VoIP-PSTN Traffic (Cont'd)****(F) Verification Process**

The Telephone Company will review these customer-provided PVUC records referenced in (E), above. If the review results represent what the Telephone Company considers to be a substantial deviation from the customer's previously reported PVUC or if the PVUC appears unreasonable as compared to other related types of data, the Telephone Company will contact the customer within 30 days. This deviation issue will be dealt with in one of the following ways. The current PVUC will continue to be utilized until resolution from either of the 2 methods below.

1) The Telephone Company and the customer will come to an agreement as to an appropriate PVUC within thirty (30) days of the provision of the PVUC records.

2) Within ninety (90) days of the receipt of these records, the Telephone Company will review or audit these records. If these PVUC records are not available or these records are not substantive enough to calculate a PVUC, then a PVUC factor of zero will be assigned. This zero PVUC will be utilized until either a PVUC can be agreed upon between the Telephone Company and the customer or an audit can be completed utilizing records acceptable for an audit conclusion. When an audit has been completed employing the records acceptable for an audit conclusion, the PVUC resulting from the audit will be employed until the next customer-provided PVUC is available as referenced in the (D) or (E) procedures above.

**2.4 Jurisdictional Reports**

When Access Services, except for the following:

- Special Access Services,
- Frame Relay Service (FRS),
- MegaLink Custom Service, and
- Self-Healing Transport Network (STN)

are provided for both interstate and intrastate use, monthly rates, usage rates and nonrecurring charges are prorated between interstate and intrastate on the basis of the projected intrastate percentage of use (PIU), as set forth in 2.4.1 (Percentage of Intrastate Use (PIU)).

(T)

Special Access circuits (lines), FRS, MegaLink Custom Services and Digital Transmission Links (DTLs) from a STN are classified as interstate or intrastate based upon the percentage of interstate use, as set forth in 2.4.2 (Certification Requirements).

(D)

Expanded Interconnection is classified as interstate or intrastate based upon the percentage of interstate use, as set forth in 2.4.1(A)(13) (Expanded Interconnection).

The intrastate usage is to be developed as though every call that originates from a calling location within the same state as that in which the called station is situated is an intrastate communication and every call for which the originating location is in a state other than where the called station is situated is an interstate communication. The manner in which a call is routed through the telecommunications network does not affect the jurisdiction of a call, i.e., a call between two points within the same state is an intrastate communication even if the call is routed through another state.

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.4 Jurisdictional Reports (Cont'd)**

Where the jurisdiction can be determined from the call detail, the Telephone Company will bill according to such jurisdiction by developing a projected intrastate percentage. Where call detail is insufficient to determine jurisdiction, the customer will provide a projected percentage of intrastate use (PIU).

Jurisdictional percentages are expressed as a whole number (i.e., a number from 0 to 100). Provisions regarding PIU are set forth in 2.4.1 and 2.4.2

following. The Telephone Company will utilize the PIU report, when applicable, to determine interstate and intrastate rates and charges until a revised report is received from the customer, as set forth in 2.4.1(B) (Report Updates).

Customer provided PIUs must be furnished to the Telephone Company as follows:

Initial customer provided PIU factors for FGA, FGB, BSA-A, BSA-B (except for FGB and BSA-B used to provide 900 Service), Directory Assistance Access Service and Special Access Services must be furnished on the Access Service Request used to establish the service.

All other customer provided PIU factors, including all PIU factors provided in a report update, must be furnished via a letter. PIU factors provided via a letter will be kept on file and customers can designate when such PIUs are to apply to new or existing services. Such designations may only be made for those customer provided PIU factors that can be furnished via a letter.

A projected PIU is not required for the International Blocking Miscellaneous Service. International Blocking is an interstate offering only. Charges will not be prorated between the intrastate and interstate jurisdictions.



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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.4 Jurisdictional Reports (Cont'd)****2.4.1 Percentage of Intrastate Use (PIU)****(A) Report Requirements****(1) Originating and Terminating FGA, FGB, BSA-A and BSA-B Services**

Upon ordering FGA, FGB, BSA-A or BSA-B Switched Access Services where call details are insufficient to determine jurisdiction, the customer will provide an intrastate percentage of FGA, FGB, BSA-A or BSA-B originating and terminating access minutes for each end office or LATA from which the customer may originate or terminate traffic. If a LATA-level PIU factor is provided by the customer, the specified percentage will be applied to all end offices from which the customer may originate or terminate traffic within the LATA or to those end offices for which an end office-level PIU is not provided.

For FGA, FGB, BSA-A and BSA-B, the customer may provide a PIU factor for each Billing Account Number (BAN) within the LATA in lieu of an end office-level PIU. If a LATA-level PIU factor is provided by the customer, the specified percentage will be applied to all BANs for which a BAN-level PIU is not provided.

Pursuant to Arkansas Public Service Commission Order No. 41, Docket 83-042-U, dated December 31, 1985, when the customer does not have sufficient data to determine jurisdiction, the percent intrastate usage is to be developed as though every call that enters the customer's network at a point within the same state as that in which the called station is situated (as designated by the called station number) is an intrastate communication.

**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.4 Jurisdictional Reports (Cont'd)**

**2.4.1 Percentage of Intrastate Use (PIU) (Cont'd)**

**(A) Report Requirements (Cont'd)**

**(2)** Originating and Terminating FGD and BSA-D Switched Access Services (D)

**(a)** Originating

For FGD or BSA-D Switched Access Services, where jurisdiction can be determined from the call detail, the Telephone Company will bill according to such jurisdiction by developing a projected intrastate usage percentage. The projected intrastate percentage will be developed on a monthly basis, by end office, when the Switched Access Service access minutes (FGD and BSA-D) are measured by dividing the measured intrastate originating access minutes (the access minutes where the calling number and the called number is in the same state) by the total originating access minutes. (D)

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.4 Jurisdictional Reports (Cont'd)****2.4.1 Percentage of Intrastate Use (PIU) (Cont'd)****(A) Report Requirements (Cont'd)**

(2) Originating and Terminating FGD and BSA-D Switched Access Services (Cont'd) (D)

(b) Terminating

For FGD or BSA-D Switched Access Services, where jurisdiction can be determined from the call detail, (D) the Telephone Company will bill according to such jurisdiction by developing a projected intrastate percentage. The projected intrastate percentage will be developed on a monthly basis, by end office, when the Switched Access Service access minutes (FGD and BSA-D) are measured by dividing the (D) measured intrastate terminating access minutes (the access minutes where the calling number and the called number is in the same state) by the total terminating access minutes.

For FGD and BSA-D Switched Access Services where call details are insufficient to determine (D) jurisdiction, the customer will provide an intrastate percentage of FGD or BSA-D terminating access (D) minutes for each end office or LATA from which the customer may terminate traffic. If a LATA-level PIU factor is provided by the customer, the specified percentage will be applied to all end offices to which the customer may terminate traffic within the LATA or to those end offices for which an end office-level PIU is not provided.

Where the percentage of the minutes passed to the Telephone Company for termination without calling party number, (measured by customer) is greater than ten percent (10%) of the total minutes passed for termination in a particular month for the entire state, the customer will be presumed to lack the call detail record (pursuant to 2.4.1.(D), below) to provide an accurate PIU to the Telephone Company. In such case, and in lieu of any other provision in this section 2.4.1, hereunder, the customer will be deemed to have authorized the Telephone Company to calculate and to utilize (for the minutes where call details are insufficient to determine jurisdiction in the following calendar quarter) an intrastate percentage of (D) FGD or BSA-D terminating access minutes for each end office or LATA on behalf of the customer from (D) the minutes passed to the Telephone Company where jurisdiction can be determined. For subsequent calendar quarters, billing will revert to the PIU reported by the customer subject to the conditions stated above.

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.4 Jurisdictional Reports (Cont'd)****2.4.1 Percentage of Intrastate Use (PIU) (Cont'd)****(A) Report Requirements (Cont'd)**

**(2)** Originating and Terminating FGD and BSA-D Switched Access Services (Cont'd) (D)

**(b)** Terminating (Cont'd)

If the customer does not provide the Telephone Company with PIU factors for their terminating FGD or (D) BSA-D traffic then the customer will be deemed to have authorized the Telephone Company to calculate and to utilize for the following quarter (for the minutes where call details are insufficient to determine jurisdiction) an intrastate percentage of FGD or BSA-d terminating access minutes for each end office or (D) LATA on behalf of the customer from the minutes passed to the Telephone Company where jurisdiction can be determined.

**(3) Dedicated Network Access Link (DNAL) BSA**

Upon ordering Switched Access DNAL BSA, the customer will provide an intrastate percentage of use for each DNAL BSA requested.

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.4 Jurisdictional Reports (Cont'd)****2.4.1 Percentage of Intrastate Use (PIU) (Cont'd)****(A) Report Requirements (Cont'd)****(4) FGD or BSA-D with 950 Access**

Upon ordering FGD or BSA-D with 950 Access Service, where call details are insufficient to determine jurisdiction, the customer shall provide an intrastate percentage of FGD or BSA-D with 950 Access minutes for each end office or LATA from which the customer may originate traffic. If a LATA-level PIU factor is provided by the customer, the specified percentage will be applied to all end offices from which the customer may originate traffic within the LATA or to those end offices for which an end office-level PIU is not provided.

Where the FGD or BSA-D with 950 Access feature is available in the intrastate jurisdiction and the PIU factor is not available, the Telephone Company will designate a PIU factor of fifty percent (50%) for FGD or BSA-D with 950 Access originating access minutes.

**(5) Miscellaneous Access Services**

Upon ordering the specific Access Services listed below for which call details are insufficient to determine jurisdiction, the customer will provide an intrastate percentage of such miscellaneous access service traffic for each end office or LATA from which the customer may originate or terminate such traffic. The following services are to be included in the Miscellaneous Access Services PIU Report:

- Directory Assistance Service
- MicroLink II Service

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.4 Jurisdictional Reports (Cont'd)****2.4.1 Percentage of Intrastate Use (PIU) (Cont'd)****(A) Report Requirements (Cont'd)****(5) Miscellaneous Access Services (Cont'd)**

Upon ordering the specific Access Services listed below for which call details are insufficient to determine jurisdiction, the customer will provide an intrastate percentage of such miscellaneous access service traffic for each end office or LATA from which the customer may originate or terminate such traffic. The following services are to be included in the Miscellaneous Access Services PIU Report:

- Answer Supervision-Line Side
- Directory Assistance Service
- MicroLink II Service
- Selective Class of Call Screening

If a LATA-level Miscellaneous PIU factor is provided by the customer, the specified percentage will be applied to all end offices from which the customer may originate or terminate such access traffic within the LATA or to those end offices for which an end office-level PIU is not provided.

For Directory Transport Services, a Miscellaneous PIU factor must be provided for Entrance Facilities, Direct-Trunked Transport and Tandem-Switched Transport, as set forth in 2.4.1(A)(11) (Switched Transport Services), following.

**(6) 800 Number Portability Access Service (NPAS)**

The jurisdictional report requirements for 800 NPAS will apply to 800 access minutes and queries.

For 800 NPAS, where jurisdiction can be determined from the call detail, the Telephone Company will bill according to such jurisdiction by developing a projected intrastate percentage. The projected intrastate percentage will be developed on a monthly basis, by end office, when the 800 NPAS access minutes are measured by dividing the measured intrastate originating 800 NPAS access minutes (the access minutes where the calling number is in the same state as the called number) by the total originating 800 NPAS access minutes.

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.4 Jurisdictional Reports (Cont'd)****2.4.1 Percentage of Intrastate Use (PIU) (Cont'd)****(A) Report Requirements (Cont'd)****(6) 800 Number Portability Access Service (NPAS) (Cont'd)**

For 800 NPAS, where the call detail is insufficient to determine jurisdiction, the customer will provide an intrastate percentage of 800 NPAS originating access minutes for each end office or LATA from which the customer may originate 800 traffic. The 800 NPAS PIU report shall also reflect an intrastate percentage of terminating 800 access minutes for each end office or LATA from which the customer terminates FGD and BSA-D traffic. If a LATA-level PIU factor is provided by the customer, the specified percentage will be applied to all end offices to which the customer may originate or terminate traffic within the LATA or to those end offices for which an end office-level PIU is not provided. (D)

If a customer does not provide the Telephone Company with an originating 800 NPAS PIU report that will be used when the call detail is insufficient to determine jurisdiction, the Telephone Company will determine the intrastate percentage of 800 NPAS usage as follows:

**(a)** The Telephone Company will develop an intrastate percentage on a monthly basis for each end office by dividing the customer's measured intrastate originating access minutes by the customer's total originating access minutes for which sufficient call detail exist to determine the jurisdiction.

**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.4 Jurisdictional Reports (Cont'd)**

**2.4.1 Percentage of Intrastate Use (PIU) (Cont'd)**

**(A) Report Requirements (Cont'd)**

**(6) 800 Number Portability Access Service (NPAS) (Cont'd)**

**(b)** If the customer has no other traffic within the end office for which sufficient call detail exists to develop an intrastate percentage, the Telephone Company will determine an intrastate percentage based on an average of all intrastate 800 NPAS access minutes originating within the LATA.

For 800 traffic terminated over FGD and BSA-D Access Service, the Telephone Company will apply the (D)  
PIU factor provided by the customer in their terminating FGD or BSA-D PIU report. If such a PIU has not (D)  
been provided, the Telephone Company will apply a PIU factor, as specified in 2.4.1(A)(2)(b).



**ACCESS SERVICE****2. General Regulations (Cont'd)****2.4 Jurisdictional Reports (Cont'd)****2.4.1 Percentage of Intrastate Use (PIU) (Cont'd)****(A) Report Requirements (Cont'd)****(6) 800 Number Portability Access Service (NPAS) (Cont'd)**

Customers who order the Call Handling and Destination (CHD) feature must provide the Telephone Company with a Percent CHD Report for their 800 NPAS. This percentage is required until such time that the Telephone Company can determine Call Handling and Destination query from the 800 NPAS Query detail.

**(c) Report Data**

The CHD Report will identify the percentage of 800 NPAS queries that utilize the Call Handling and Destination feature for each LATA from which the customer originates 800 NPAS Queries.

**(d) Quarterly Updates**

The customer will be required to update the CHD report effective on the first of January, April, July and October of each year. The revised CHD report will provide the Call Handling and Destination percentage of use for the most recent three months for which data is available. The revised CHD report must be received no later than fifteen (15) business days after the first of each month specified above.

When a customer does not supply a quarterly updated CHD report, the Telephone Company will assume the percentages to be the same as those provided in the last quarterly report. If the initial CHD is not received from the customer, the Telephone Company will assume that the customer did not utilize the Call Handling and Destination feature and will not bill the Call Handling and Destination query rate.

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.4 Jurisdictional Reports (Cont'd)****2.4.1 Percentage of Intrastate Use (PIU) (Cont'd)****(A) Report Requirements (Cont'd)****(7) 900 Access Service**

Customers ordering 900 Access Service must provide the Telephone Company with an originating FGB, or BSA-B PIU Report for 1+900 Access Service or a FGD or BSA-D PIU report for 900 Access. The 900 Access Service PIU report shall reflect an intrastate percentage, by feature group or basic serving arrangement, of originating 900 Access Service access minutes for each end office or LATA from which the customer may originate 900 traffic. If a LATA-level PIU factor is provided by the customer, the specified percentage will be applied to all end offices to which the customer may originate traffic within the LATA or to those end offices for which an end office-level PIU is not provided. (D)

If a customer does not provide the Telephone Company with an originating 900 PIU report, the Telephone Company will determine the intrastate percentage of 900 Access Service usage as follows:

For 1+900 Access Service originated over FGD and BSA-D Switched Access Service, the Telephone Company will develop an intrastate percentage on a monthly basis for each end office by dividing the customer's measured intrastate originating access minutes by the customer's total originating access minutes for which sufficient call detail exists to determine the jurisdiction. If the customer has no other traffic within the end office for which sufficient call detail exists to develop an intrastate percentage, the Telephone Company will determine an intrastate percentage based on an average of all 900 Access Service usage originating within the LATA. (D)

For 1+900 Access Service originated over FGB or BSA-B Switched Access Service, the intrastate percentage will be determined from the PIU provided for the customer's FGB or BSA-B Switched Access Service. If such a PIU is not available, the Telephone Company will determine an intrastate percentage based on an average of all intrastate 900 Access Service usage originating within the LATA.

**ACCESS SERVICE****2. General Regulations (Cont'd)****2.4 Jurisdictional Reports (Cont'd)****2.4.1 Percentage of Intrastate Use (PIU) (Cont'd)****(A) Report Requirements (Cont'd)****(8) Billing Name and Address Service**

Upon ordering Billing Name and Address (BNA) Service, the customer will provide an intrastate percentage of billing name and address requests. The BNA Service PIU will be based on the jurisdiction of the total calls for which the BNA information is requested. The BNA Service PIU will be applied to the BNA Service rates and charges.

**(9) Common Channel Signaling/Signaling System 7 (CCS/SS7) Interconnection Service**

Customers ordering Common Channel Signaling/Signaling System 7 (CCS/SS7) Interconnection Service must provide the Telephone Company with a CCS/SS7 Interconnection Service PIU Report per Signaling Transfer Point (STP) Port Termination. The customer will provide a PIU that is an average PIU based upon the jurisdiction of the originating end user calls that require use of the specified STP Port Termination for signaling purposes. The STP Port Termination PIU will also be applied to the customer's STP Access Mileage and STP Access Connection charges.

**(10) Line Information Data Base (LIDB) Service**

Upon ordering LIDB Service, the customer will provide an intrastate percentage of LIDB queries. The LIDB Service PIU will be an average PIU based on the jurisdiction of the originating end user calls for which the Telephone Company's LIDB is queried and is to be developed from the customer's total national Alternate Billing Services (ABS) call volumes. The LIDB Service PIU will be applied to the LIDB Service rates and charges.

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.4 Jurisdictional Reports (Cont'd)****2.4.1 Percentage of Intrastate Use (PIU) (Cont'd)****(A) Report Requirements (Cont'd)****(11) Switched Transport Services****(a) Entrance Facilities and Direct-Trunked Transport**

Customers ordering an Entrance Facility or a Direct-Trunked Transport facility must provide the Telephone Company with an intrastate percentage of use reflecting the originating and terminating traffic of all Switched Access services that will use the facility. Also, when a customer adds additional or new Switched Access Services to existing Entrance Facilities or Direct-Trunked Transport facilities, a revised PIU, as set forth in 2.4.1(B) (Report Updates), is required.

The customer must provide a PIU factor for each Entrance Facility and a separate PIU factor for each Direct-Trunked Transport facility. At the customer's discretion, a LATA-level PIU factor can be provided for all Entrance Facilities within the LATA or a separate LATA-level PIU factor can be provided for all Direct-Trunked Transport facilities provided in a LATA. If a LATA-level PIU factor is provided by the customer, the specified percentage will be applied to all Entrance Facilities or to all Direct-Trunked Transport facilities within the LATA or to those facilities for which a specific Entrance Facility PIU or a specific Direct-Trunked Transport PIU is not provided.

**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.4 Jurisdictional Reports (Cont'd)**

**2.4.1 Percentage of Intrastate Use (PIU) (Cont'd)**

**(A) Report Requirements (Cont'd)**

**(11) Switched Transport Services (Cont'd)**

**(b) Tandem-Switched Transport**

Customers ordering Tandem-Switched Transport must provide the Telephone Company with an intrastate percentage of use as set forth following:

Usage rated charges (such as Tandem-Switched Transmission, Tandem-Switched Directory Transmission, Tandem Switching and Directory Tandem Switching) shall be apportioned by the Telephone Company between interstate and intrastate based upon the PIUs used to apportion the rates and charges for the tandem routed feature groups and BSAs using the facility.

For monthly recurring rates (such as Direct-Trunked Transport when the direct rating option is selected and multiplexing) and for nonrecurring charges, the customer must provide a PIU as set forth in (a) preceding for Direct-Trunked Transport.

**(12) Telecommunications Relay Interconnection Service (TRIS)**

Upon ordering TRIS, the customer will provide an intrastate percentage of use for each TRIS facility requested.

**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.4 Jurisdictional Reports (Cont'd)**

**2.4.1 Percentage of Intrastate Use (PIU) (Cont'd)**

**(A) Report Requirements (Cont'd)**

**(13) Expanded Interconnection**

**(a) Virtual Collocation**

SONET-Based Interconnection (SBI).

Upon ordering virtual collocation or SBI for interconnection to Switched Access Services, the interconnector must provide an intrastate percentage of use factor per LATA, as set forth in 2.4.1(A)(11)(a) (Entrance Facilities and Direct-Trunked Transport), for the interconnection cross connect and the switched transport connection rate elements.

Upon ordering virtual collocation or SBI for interconnection to Special Access Services, the interconnector must provide an intrastate percentage of use factor, as set forth in 2.4.2 (Certification Requirements), for the interconnection cross connect.

**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.4 Jurisdictional Reports (Cont'd)**

**2.4.1 Percentage of Intrastate Use (PIU) (Cont'd)**

**(A) Report Requirements (Cont'd)**

**(14) Multiple 64 Clear Channel Capability (64 CCC)**

Upon ordering FGD or BSA-D with the Multiple 64 CCC feature, the customer must provide both an originating and terminating PIU for FGD or BSA-D with the Multiple 64 CCC feature for each end office or LATA from which the customer may originate or terminate such traffic. The PIU will apply when call detail is insufficient to determine jurisdiction.

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.4 Jurisdictional Reports (Cont'd)****2.4.1 Percentage of Intrastate Use (PIU) (Cont'd)****(A) Report Requirements (Cont'd)****(15) Advanced Carrier Identification Service (ACIS)**

Customers ordering Advance Carrier Identification Service (ACIS) must provide the Telephone Company with an originating FGB, FGD, BSA-A or BSA-D PIU Report for ACIS. The ACIS PIU report shall reflect an intrastate percentage, by feature group or basic serving arrangement, of originating ACIS access minutes for each end office or LATA from which the customer may originate ACIS traffic. If a LATA-level PIU factor is provided by the customer, the specified percentage will be applied to all end offices to which the customer may originate traffic within the LATA or to those end offices for which an end office-level PIU is not provided. (D)

If a customer does not provide the Telephone Company with an originating ACIS PIU report, the Telephone Company will determine the intrastate percentage of ACIS usage as follows:

For ACIS originated over FGD and BSA-D Switched Access Service, the Telephone Company will develop an intrastate percentage on a monthly basis for each end office by dividing the customer's measured intrastate originating access minutes by the customer's total originating access minutes for which sufficient call detail exists to determine the jurisdiction. If the customer has no other traffic within the end office for which sufficient call detail exists to develop an intrastate percentage, the Telephone Company will determine an intrastate percentage based on an average of all intrastate ACIS usage originating within the LATA. (D)

For ACIS originated over FGB or BSA-B Switched Access Service, the Telephone Company will determine an intrastate percentage based on an average of all intrastate ACIS usage originating within the LATA.



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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.4 Jurisdictional Reports (Cont'd)****2.4.1 Percentage of Intrastate Use (PIU) (Cont'd)****(A) Report Requirements (Cont'd)****(16) 700 Access Service**

Upon ordering FGD or BSA-D, the customer must provide the Telephone Company with an originating PIU for 700 Access Service. The 700 Access Service PIU report shall reflect an intrastate percentage, by feature group or basic serving arrangement, of originating 700 Access Service access minutes for each end office or LATA from which the customer may originate 700 traffic. If a LATA-level PIU factor is provided by the customer, the specified percentage will be applied to all end offices to which the customer may originate traffic within the LATA or to those end offices for which an end office-level PIU is not provided. (D)

If a customer does not provide the Telephone Company with an originating 700 PIU report, the Telephone Company will designate an intrastate PIU factor of 83% for 700 Access Service.

**(17) Designated Operator Services (DOS)**

Upon ordering DOS, the customer will provide an intrastate percentage of DOS calls. The DOS PIU will be an average PIU based on the jurisdiction of the originating end user calls and is to be developed from the customer's total national Alternate Billing Services (ABS) call volumes. The DOS PIU will be applied to DOS rates and charges.

**(18) Incidental InterLATA SS7 Transport (SS7 Transport)**

For SS7 Transport, where jurisdiction can be determined from the records, the Telephone Company will bill according to such jurisdiction by developing a projected interstate percentage. The projected interstate percentage will be developed on a monthly basis, by Originating Point Code (OPC).

When the Telephone Company receives insufficient records to determine the jurisdiction of the customer's use of the STP and the SS7 Transport Service is available in the intrastate jurisdiction, the Telephone Company will designate a PIU factor of 50% for the use of the STP octets of information.

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**ACCESS SERVICES****2. General Regulations (Cont'd)****2.4 Jurisdictional Reports (Cont'd)****2.4.1 Percentage of Intrastate Use (PIU) (Cont'd)****(B) Report Updates**

The customer is required to provide updates to the PIU reports described in (A) preceding. Upon receipt by the Telephone Company, the revised report will serve as the basis for future billing and will be effective on the next bill date for that service. No prorating or backbilling will be done based on the report. The revised report will be used by the Telephone Company to apportion usage rates, monthly rates and nonrecurring charges until a revised report is received as set forth herein.

**(1) Quarterly Update Requirements**

**(a)** Effective on the first of January, April, July and October of each year, the customer will update the PIU reports. The customer will forward to the Telephone Company, to be received no later than fifteen (15) business days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for intrastate use. The revised report will serve as the basis for the next three months billing.

**(b)** For all services other than terminating 700 Access Service, 800 NPAS, 900 Access Services and ACIS when the customer does not provide a quarterly update report, the Telephone Company will assume the percentages to be the same as those provided in the last quarterly update report received by the Telephone Company. If the Telephone Company has never received a quarterly update report from the customer, the Telephone Company will assume the percentages to be the same as those provided by the customer when ordering service.

For terminating FGD and BSA-D Access Services, if the customer does not provide a quarterly update report, the Telephone Company will assume the percentages to be the same as those provided in the last quarterly update report received by the Telephone Company. If the Telephone Company has never received a quarterly update report from the customer, the customer will be deemed to have authorized the Telephone Company to calculate and to utilize for the following quarter (for the minutes where call details are insufficient to determine jurisdiction) an intrastate percentage of FGD or BSA-D terminating access minutes for each end office or LATA on behalf of the customer from the minutes passed to the Telephone Company where jurisdiction can be determined. (D)

For 800 NPAS, 900 Access Service, ACIS and 700 Access Service, when the customer does not provide a quarterly update report, the Telephone company will utilize the default specified in (A)(6), (7), (15) and (16), preceding.

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.4 Jurisdictional Reports (Cont'd)****2.4.1 Percentage of Intrastate Use (PIU) (Cont'd)****(B) Report Updates (Cont'd)** (T)**(1) Quarterly Update Requirements (Cont'd)**

- (b) The Telephone Company will review quarterly the jurisdictional PIU reports and/or the traffic routed to the Telephone Company for reasonableness and inform the customer by certified mail within 75 days of the beginning of the quarter if the Telephone Company believes the report or the routed traffic does not accurately reflect the actual PIU of the service. Upon such notification, the customer shall have thirty-days to review the Telephone Company's concerns and make corrections, if applicable.

In the event the Telephone Company notifies the customer as specified in the previous paragraph, billing adjustments may apply pursuant to Section 2.4.1(D)(2). (T)

- (c) With the exception of terminating 800, 900 Access Service, ACIS and 700 Access Service, if the Telephone Company has never received a quarterly update report from the customer, the Telephone Company will assume the percentages to be the same as those provided by the customer when ordering service.

**(2) Update Requirements for Adding To and Discontinuing Services**

When a customer requires additional Access Services within the end office or LATA, the customer shall provide to the Telephone Company a revised PIU report for the overall services provided. Additionally, when a customer discontinues a portion of the Access Services within the end office or LATA, the customer shall provide to the Telephone Company a revised PIU for the overall remaining services.

**(3) Update Requirements for Modifications in Service Use and Traffic Patterns**

When a customer modifies his use of Access Services within an end office or LATA in such a manner that substantially affects the jurisdiction of the traffic which the PIU represents, the customer is required to provide the Telephone Company a revised PIU report for the services affected.

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.4 Jurisdictional Reports (Cont'd)****2.4.1 Percentage of Intrastate Use (PIU) (Cont'd)****(C) Application of PIU**

When mixed interstate and intrastate Access Services, except Special Access Service and Frame Relay Service are provided, usage rates, monthly rates and nonrecurring charges (including nonrecurring charges for features and BSEs) are prorated between interstate and intrastate based upon the PIU factor as set forth preceding. When the Access Service is not available in the intrastate jurisdiction the PIU must be 100%.

When a PIU is applied to an Access Service provided as a BSA or BSE and the intrastate equivalent of the BSA or BSE is only available on a bundled feature group basis, intrastate usage and charges are prorated to the bundled feature group equivalent of the BSA.

When Switched Transport is provided as Entrance Facilities and Direct-Trunked Transport facilities in the interstate jurisdiction and as Local Transport in the intrastate jurisdiction, Switched Transport intrastate charges will be billed according to the specific PIU factors of the feature group or BSA services being provided.

The percentage of an Access Service to be charged as intrastate is derived in the following manner:

**(1) Monthly and Nonrecurring Chargeable Rate Elements (T)**

Multiply the projected intrastate percentage of use times the quantity of chargeable elements times the stated Guidebook rate.

**(2) Usage Sensitive Chargeable Rate Elements (T)**

Multiply the projected intrastate percentage of use times the actual use (i.e., measured or Telephone Company assumed average use in access minutes, calls, call setups, kilocharacters and queries) times the stated Guidebook rate.

The Telephone Company will determine the intrastate percentage by subtracting the projected interstate percentage for originating and terminating access minutes from 100 (100 - projected interstate percentage = intrastate percentage).

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.4 Jurisdictional Reports (Cont'd)****2.4.1 Percentage of Intrastate Use (PIU) (Cont'd)****(C) Application of PIU (Cont'd)****(2) Usage Sensitive Chargeable Rate Elements (Cont'd) (T)**

Pursuant to Ark. Stat. Ann. §23.17.414 all customers shall transmit the originating calling party number (CPN) for calls originating or terminating on the public switched network within the state of Arkansas. In addition, telecommunications providers shall forward the CPN-equivalent data for the originating calling party. Such CPN or CPN-equivalent data shall not be altered by the transiting or terminating carriers(s). Under no circumstances may a carrier replace or alter the CPN or CPN-equivalent of the dialing party originating the call.

If a provider is unable to provide the appropriate originating intrastate telephone number via ANI, CPN or other technology-specific parameter, the provider should send the indicator "unknown" in place of the originating intrastate telephone number.

If the Telephone Company determines that the customer has replaced, not transmitted, or altered the CPN, the Telephone Company shall bill and require payment from the violating customer in the amount of any underpayment as a result of replaced or altered CPN, together with a surcharge of twenty-five percent (25%) of the underpayment. The underpayment and the surcharge will be calculated on a basis as if the correct CPN were to be employed.

**(D) Report Verification**

When a customer provides a projected intrastate usage percent as set forth in (A) preceding, the Telephone Company may, on written request by Certified U.S. mail (return receipt requested), require the customer to provide call detail records for all traffic routed through the Telephone Company's network within the state of Arkansas. The call detail records will be audited and compared to the projected intrastate usage factor provided to the Telephone Company.

The Telephone Company may request this detailed information annually. If the audit results represent what the Telephone Company considers to be a substantial deviation from the customer's previously reported PIU for the period upon which the audit was based, and that deviation is not due to seasonal changes or other identifiable reasons, the call detail records may be requested more than once annually. The Telephone Company will request that the call detail records be made available to an independent auditor or the Telephone Company within thirty (30) days of the request at an agreed upon location during normal business hours.

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.4 Jurisdictional Reports (Cont'd)****2.4.1 Percentage of Intrastate Use (PIU) (Cont'd)****(D) Report Verification (Cont'd)**

If the customer fails to comply with this request, the Telephone Company will designate a PIU factor of fifty percent (50%) until such time the customer provides the call detail records.

**(1) Audit Verification Process**

The audit verification process and responsible party(ies) for payment of audit expenses will be determined as set forth in (a) or (b), following:

**(a)** If the Telephone Company and the customer mutually agree upon an independent auditor and party(ies) responsible for payment of the audit expenses, both parties will be bound by such agreement; or

**(b)** The customer may select the independent auditor and pay all audit expenses.

If the audit verification process is not conducted as set forth in (a) or (b), preceding, the Telephone Company may select the independent auditor and pay all expenses or, in lieu of using an independent auditor, may require that the customer's call detail records used to substantiate the percent be supplied to the Telephone Company at a specified location within thirty (30) days of the request for verification purposes.

If as a result of an audit conducted by an independent auditor, a customer is found to have over-stated the PIU by five percentage points or more, the Company shall require reimbursement from the customer for the cost of the audit. Such bill(s) shall be due and payable immediately thirty (30) days from receipt.

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.4 Jurisdictional Reports (Cont'd)****2.4.1 Percentage of Intrastate Use (PIU) (Cont'd)****(D) Report Verification (Cont'd)****(2) Maintenance of Customer Records**

The customer shall retain and maintain call detail records, for a minimum 12 month period, that statistically substantiate the intrastate percent provided to the Telephone Company as set forth in (A), preceding. Such call detail records (i.e., workpapers and/or backup documentation, including paper, magnetic tapes or any other form of records for billed customer traffic) shall consist of call information, including calling party number (CPN), call terminating address (i.e., called number), the call duration, the trunk groups or access lines over which the call is routed and the point at which the call enters the customer's network.

If the Telephone Company determines that the customer's records, worksheets and backup documentation are insufficient or, if the customer does not provide the call detail records in accordance with the provisions set forth in this Guidebook, the Telephone Company will designate a PIU factor of fifty percent (50%) until such time the customer provides the call detail records. Additionally, the Telephone Company shall reserve the right to back-bill the customer from the quarter the Telephone Company protests the PIU set forth in Section 2.4.1(B)(1)(b) through the month from when the audit has been completed. The PIU identified in the audit shall be the PIU applied for back billing. The Telephone Company shall revise the PIU to reflect the audit results. (T)

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.4 Jurisdictional Reports (Cont'd)****2.4.1 Percentage of Intrastate Use (PIU) (Cont'd)****(E) Audit Results**

Audit results will be furnished to the customer and the Telephone Company via Certified U.S. Mail (return receipt requested). If the customer provided PIU and/or the traffic routed substantially deviates from the audit results (either over-reported or underreported), and that deviation is not due to seasonal changes or other identifiable reasons, the Telephone Company will adjust the customer's PIU based upon the audit results. Such PIU audit adjustments shall also be subject to the rules and regulations, as set forth in 2.4.1, following. The adjusted PIU will serve as the basis for the billing for the next two (2) quarters. After that time, the customer will report a revised PIU pursuant to Section 2.4.1(B). If the revised PIU submitted by the customer represents a substantial deviation from the adjusted PIU, and that deviation is not due to seasonal changes or other identifiable reasons, the provisions in 2.4.1(D) will be invoked.

**(F) Contested Audits**

When a PIU audit is conducted by the Telephone Company or an independent auditor selected by the Telephone company, the audit results will be furnished to the customer by Certified U.S. Mail (return receipt requested). The customer may contest the audit results by providing written notification, by Certified U.S. Mail (return receipt requested), to the Telephone company within fifteen (15) calendar days from the date the audit report is furnished to the customer by Certified U.S. Mail (return receipt requested). When a PIU audit is conducted by an independent auditor selected by the customer, the audit results will be furnished to the Telephone Company by Certified U.S. Mail (return receipt requested). The Telephone Company may contest the audit results by providing written notification, by Certified U.S. Mail (return receipt requested), to the customer within fifteen (15) calendar days from the date the audit report is furnished to the Telephone Company by Certified U.S. Mail (return receipt requested).



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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.4 Jurisdictional Reports (Cont'd)****2.4.1 Percentage of Intrastate Use (PIU) (Cont'd)****(F) Contested Audits (Cont'd)**

Contested audits will be resolved by a neutral arbitrator mutually agreed upon by the Telephone Company and the customer. The arbitration hearing will be conducted in a state or location within the Telephone Company operating territory where the customer maintains a principle or significant presence or a state and location within the Telephone Company operating territory that is mutually agreed upon by both parties. The arbitration proceeding shall be governed by the law (both statutory and case) of the state in which the arbitration hearing is held, including, but not limited to, the Uniform Arbitration Act, as adopted in that state. The arbitrator shall determine the customer's PIU based on 2.4.1(A), preceding.

Prior to the arbitration hearing, each party shall notify the arbitrator of the PIU percentage which that party believes to be correct. The arbitrator, in deciding, may adopt the PIU percentage of either party or may adopt a PIU percentage different from those proposed by the parties. If the arbitrator adopts a PIU percentage proposed by one of the parties, the other party (whose PIU percentage was not adopted) shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage higher than either of the PIU percentages proposed by the parties, then the party proposing the lower PIU percentage shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage lower than either of the PIU percentages proposed by the parties, then the party proposing the higher PIU percentage shall pay all costs of the arbitration. If the arbitrator adopts a PIU percentage which falls between the two percentages adopted by the parties, then the parties shall each pay one-half of the arbitration costs.

**ACCESS SERVICE****2. General Regulations (Cont'd)****2.4 Jurisdictional Reports (Cont'd)****2.4.1 Percentage of Intrastate Use (PIU) (Cont'd)****(F) Contested Audits (Cont'd)**

Absent written notification, within the timeframe noted above, the customer must comply with the provisions set forth in 2.4.1(E) preceding. If the customer fails to comply with these provisions, the Telephone Company may refuse additional applications for service and/or refuse to complete any and all pending orders for service for a period of thirty (30) days, as set forth in 2.1.6(A)(1), preceding. If, at the conclusion of thirty (30) days, the customer still does not comply with the provisions set forth in 2.4.1(E), the Telephone Company may discontinue the provision of the services to the customer, as specified in 2.1.6(A)(2), preceding.

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.4 Jurisdictional Reports (Cont'd)****2.4.2 Certification Requirements**

**(A)** Special Access Service, Frame Relay Service, MegaLink Custom Services and Self-healing Transport Network Service

**(1)** Special Access circuits\* (lines), Frame Relay Service (FRS), MegaLink Custom Services and Self-healing Transport Network (STN) are classified as intrastate and provided in accordance with this Guidebook when the Special Access line(s), FRS, MegaLink Custom Services or STN Service carry ten percent or less interstate traffic. When the percent of interstate usage is more than ten percent, the Special Access line(s), FRS, MegaLink Custom Services or STN Service will be provided in accordance with SWBT's FCC Tariff No. 73.

(T)

**(2)** The customer shall certify whether or not interstate traffic is ten percent or less of the total traffic carried on the Special Access line(s), FRS, MegaLink Custom Services or STN Service. This certification will be provided to the Telephone Company by the customer as follows:

**(a)** Via the Access Service Request (ASR) form when ordering the line(s), or

**(b)** 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 other than by ASR form.

**(3)** With respect to billing disputes regarding the jurisdiction of Special Access circuits (lines), FRS, MegaLink Custom Services or STN 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 Special Access circuits (lines), FRS, MegaLink Custom Services or STN Service.

\* Each leg of a multipoint circuit is equal to one line.

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.4 Jurisdictional Reports (Cont'd)****2.4.2 Certification Requirements (Cont'd)****(B) Expanded Interconnection**

(1) Expanded Interconnection, except for the cross connect, is classified as intrastate and provided in accordance with this Guidebook when the expanded interconnection arrangement carries ten percent or less interstate traffic. A separate calculation shall be made for each expanded interconnection arrangement.

The jurisdiction for each expanded interconnection cross connect and switched transport connection shall be determined by the regulations applicable to the Switched or Special Access Service, to which that expanded interconnection cross connect is connected and provided accordingly. Such regulations are set forth in 2.4.1 and 2.4.2 (A), preceding.

(2) When the interconnector orders a new expanded interconnection arrangement, the interconnector shall certify whether or not interstate traffic is ten percent or less of the total traffic carried on the expanded interconnection arrangement. For an existing expanded interconnection arrangement, or at any time the interconnector issues an order that would, in any way, affect the jurisdiction of traffic over its arrangement, it is the responsibility of the interconnector to determine whether or not the interstate traffic is ten percent or less of the total traffic carried on the expanded interconnection arrangement. This certification will be provided to the Telephone Company by the interconnector as follows:

- (a) Via the Expanded Interconnection Application Form when ordering the arrangement(s), or
- (b) In the form of written correspondence with clear identification of each expanded interconnection arrangement involved, and the interconnector designated jurisdiction associated with the arrangement.

**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.4 Jurisdictional Reports (Cont'd)**

**2.4.2 Certification Requirements (Cont'd)**

**(B) Expanded Interconnection (Cont'd)**

(3) With respect to billing disputes regarding the jurisdiction of an expanded interconnection arrangement, the interconnector shall be required to provide to the Telephone Company general information on system design and functionality used by the interconnector to determine the jurisdiction of the expanded interconnection arrangement. If the interconnector has usage information or usage studies which it uses to verify the intrastate traffic, the interconnector shall supply the studies when requested by the Telephone Company, not to exceed once per year. The interconnector shall supply the data within thirty (30) days of the Telephone Company request.

**ACCESS SERVICE****2. General Regulations (Cont'd)****2.5 Billing Regulations****2.5.1 Advance Payments**

A customer may be required to pay in advance a portion of the estimated installation or construction costs where the provision of facilities involve an unusual investment. The amount of the advance payment will be credited to the customer's account as applying to the indebtedness of the customer for the services and facilities provided.

**2.5.2 Deposits**

The Telephone Company may, in order to safeguard its interest only, require a customer to make a deposit, prior to or at any time after the provision of a service to the customer, as a guarantee of the payment of rates and charges. Such deposit is to be held by the Telephone Company. The deposit may not exceed the rates and charges for a one month period. The deposit will also include the amount of any termination charges attributable to the service. The fact that a deposit has been made in no way relieves the customer from complying with the Telephone Company's regulations which pertain to advance payments or the prompt payment of bills nor does it constitute a waiver or modification of the regular practices of the Telephone Company which provide for the discontinuance of the facilities for nonpayment of any sums due the Telephone Company for facilities provided.

Simple interest at a rate set annually by the Arkansas Public Service Commission, will be paid on deposits held thirty (30) days or more.

At the option of the Telephone Company such a deposit may be refunded or credited to the customer's account at any time prior to the termination of the provision of service to the customer. Should a deposit be credited to the customer's account, no interest will accrue on the deposit from the date such deposit is credited.

**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.5 Billing Regulations (Cont'd)**

**2.5.2 Deposits (Cont'd)**

At such time as the provision of service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded.

**2.5.3 Payment of Rates and Charges**

For services provided under this Guidebook, the Telephone Company will bill in the following manner:

- Charges or credits due to the customer for services established or discontinued during the preceding billing period will be billed on a current basis,
- Recurring rates and charges for services to be provided during the next billing period will be billed in advance, and
- Usage charges and charges associated with services provided to the Federal Government will be billed in arrears.

**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.5 Billing Regulations (Cont'd)**

**2.5.3 Payment of Rates and Charges (Cont'd)**

All bills are due when rendered (i.e., thirty (30) days after or by the next bill date, as set forth in (A), following). If the payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the customer as follows:

- If the payment date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Legal Holiday.

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

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 Guidebook will be prorated to the number of days or fraction thereof based on a 30-day month.

When a rate as set forth in this Guidebook 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).



**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.5 Billing Regulations (Cont'd)**

**2.5.3 Payment of Rates and Charges (Cont'd)**

**(A) Past Due Charges**

Bills are considered past due thirty (30) days after the bill date or by the next bill date ( i.e., same date as the bill date in the following month), whichever occurs first, and are payable in immediately available funds.

If the entire amount billed, exclusive of any amount disputed by the customer, 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 charge will apply to the unpaid balance. The late payment charge will be equal to the lesser of:

- (1)** the highest interest rate (in decimal value) which may be levied by law for commercial transaction, compounded daily and applied for each month or portion thereof that an outstanding balance remains; or
- (2)** 0.0005 per day compounded daily and applied for each month or portion thereof that an outstanding balance remains.

**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.5 Billing Regulations (Cont'd)**

**2.5.3 Payment of Rates and Charges (Cont'd)**

**(B) Billing Disputes Resolved in Favor of the Telephone Company**

In the event that a billing dispute is resolved in favor of the Telephone Company, any payments withheld pending settlement of the dispute shall be subject to a late payment charge determined in accordance with (A), preceding, and applied to such disputed charges. Such annual rate will be compounded daily and applied for each month or portion thereof that such charges were unpaid.

**(C) Billing Disputes Resolved in Favor of the Customer**

In the event that a billing dispute is resolved in favor of the customer, no late payment charge will apply to the disputed amount and the customer will receive a credit equal to the overcharged amount.

**(1) Interest Credit**

The customer will receive an interest credit if all of the following conditions exist:

**(a)** The customer must notify the Telephone Company of the dispute and provide sufficient documentation to support the claim within ten (10) working days from the date the Telephone Company is notified of the dispute.

**(b)** The documentation furnished by the customer must include:

- a clear and full explanation of the basis of the dispute,
- the account number under which the bill has been rendered,
- the date of the bill, and
- details sufficient to identify the specific amounts and items in dispute.

**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.5 Billing Regulations (Cont'd)**

**2.5.3 Payment of Rates and Charges (Cont'd)**

**(C) Billing Disputes Resolved in Favor of the Customer (Cont'd)**

**(1) Interest Credit (Cont'd)**

(c) The customer must have paid the total amount billed in dispute.

(d) The billing dispute must be resolved in favor of the customer.

**(2) Interest Credit Period**

When a claim is filed within 130 days from the bill date, the period covered by the interest credit shall begin on the date that the Telephone Company receives payment in immediately available funds. When a claim is filed more than 130 days after the bill date, the period covered by the interest credit shall begin on the date of the claim or the date of overpayment, whichever is later. The period covered by the interest credit shall end on the date that the customer's account is credited.

**(3) Calculation of Interest Credit**

Interest credit shall be calculated based upon the portion of the disputed amount resolved in the customers favor multiplied by the lesser of:

(a) The highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month, or portion thereof that an outstanding balance remains; or

(b) 0.000657 per day, compounded daily and applied for each month, or portion thereof that an outstanding balance remains.

**ACCESS SERVICE**

**2. GENERAL REGULATIONS (cont'd)**

**2.5 Billing Regulations (cont'd)**

**2.5.4 Minimum Periods**

A. The minimum period for which service is provided and for which rates and charges are applicable is set forth in each section of this Guidebook, where appropriate.

B. When a service is discontinued prior to the expiration of the minimum period, charges are applicable whether the service is used or not, as follows:

1. When a service with a one month minimum period is discontinued prior to the expiration of the minimum period, a one month charge will apply at the rate level in effect at the time service is discontinued.

2. When a service with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, with the exception of Specialized Services or Arrangements, MegaLink Custom Services, STN, Designated Operator Services (DOS) or SBNS Services, the applicable charge will be the lesser of:

a. The Telephone Company's total nonrecoverable 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.

C. For Specialized Services and associated multiplexing in Section 12, MegaLink Custom Services and associated optional features and functions in Section 16, STN Service and associated optional features and functions in Section 19, DOS in Section 28 and SBNS Services in Section 31, the applicable charges are set forth in each respective section.

D. For Specialized Services or Arrangements provided on an individual case basis in Section 12, the minimum period is one month unless a different minimum period is established with the individual case filing.

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.5 Billing Regulations (Cont'd)****2.5.5 Missed Installation on Confirmed Due Date****(A) General**

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 Due Date.

Failure to meet a Confirmed Due Date for installation of certain services will result in a credit of the nonrecurring charges billed to the customer for that service when the responsibility for the failure is solely the Telephone Company's. This credit will apply to services up to the Network Interface.

**(B) Services Subject To The Credit**

Special Access nonrecurring installation charges (as specified in 7.3.4, 7.3.9, 7.3.10, 16.5 and 31.3.3), excluding all Optional Features, BSEs and Functions associated with Voice Grade Service and MegaLink Data Service and the SecureNet Optional Feature, BSE and Function for High Capacity DS1 Special Access Service, MegaLink Custom DS3 Service and SBNS Services, will be credited for a missed installation on a Confirmed Due Date for the following services:

Voice Grade Services  
MegaLink Data Services  
High Capacity DS1 Special Access Services  
MegaLink Custom DS3 Services  
ReliaNet Services

**(C) When a Credit Allowance Does Not Apply**

No nonrecurring charge credits for a missed installation on a Confirmed Due Date will be made when:

1. The customer's premises is inaccessible.
2. The customer changes interface requirements.
3. The customer is not ready to accept service.
4. Building facilities are not ready (includes space, cable support structures, building risers and entrance facilities to be provided by builder or owner or owner's subcontracted vendors).

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.5 Billing Regulations (Cont'd)****2.5.5 Missed Installation on Confirmed Due Date (Cont'd)****(C) When a Credit Allowance Does Not Apply (Cont'd)**

5. Customer Desired Due Date is less than the Telephone Company's shortest interval as published in the Interexchange Customer Information Handbook.

6. When the Telephone Company is not the Access Service Coordination Exchange Carrier (ASC-EC), as set forth in 2.6 (Jointly Provided Access Services), preceding, and the Confirmed Due Date is not met by the exchange company acting as the ASC-EC for its portion of the service. (See diagram below.)

SWBT <u>ASC-EC</u>	ANOTHER <u>LEC ASC-EC</u>
SWBT MISSES DATE	Credit   Credit applies   applies
ANOTHER LEC MISSES DATE	Credit   Credit applies   does not apply

7. The delay is caused by work stoppages, civil disturbances, criminal actions; or by fire, flooding or other occurrence attributed to an Act of God.

8. When the customer provides the incorrect address.

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.5 Billing Regulations (Cont'd)****2.5.6 Credit Allowance for Service Interruptions****(A) General**

Service (with exception of STN and ReliaNet) is considered to be interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this Guidebook or the protective controls applied by the Telephone Company, specified in Section 6.7.11 (Network Management) of SWBT Tariff FCC No. 1, result in the complete loss of service by the customer. An interruption period starts when an inoperative service is reported to the Telephone Company and ends when the service is operative. (C)

The credit allowance for an interruption or for a series of interruptions shall not exceed:

1. The applicable monthly rate,
2. The assumed minutes of use charge, or
3. The billed amount for that particular rate element in those cases where the Guidebook rate exceeds the actual billed amount. (C)

For calculating credit allowances, every month is considered to have thirty (30) days.

For STN and ReliaNet, the service is considered to be interrupted when it does not meet the following maintenance specifications, as set forth in Technical Publication 76635 and 76839, respectively:

- Errored Seconds
- Severely Errored Seconds
- Consecutive Severely Errored Seconds
- Availability

For STN, an interruption period starts when an interruption of service is reported to the Telephone Company and the service is released to the Telephone Company for repair and ends when the service is operative.

**(B) When A Credit Allowance Applies**

In addition, Credit Allowance for Service Interruptions also apply when service is interrupted due to 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. No credit shall be allowed for an interruption period of less than thirty (30) minutes. The customer shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or fraction thereof that the interruption continues after the initial thirty (30) minute interruption. However, the Service Assurance Warranty Schedule (SAWS), as specified in 2.5.7, will not apply.

**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.5 Billing Regulations (Cont'd)**

**2.5.6 Credit Allowance for Service Interruptions (Cont'd)**

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

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

**(1) Common Channel Signaling/Signaling System 7 (CCS/SS7) Interconnection Service, Wideband Analog Service and Wideband Data Service**

No credit shall be allowed for an interruption period of less than thirty (30) minutes. The customer shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of thirty (30) minutes or fraction thereof that the interruption continues after the initial thirty (30) minute interruption.

For CCS/SS7 Interconnection Service, the monthly charge shall be the total of all monthly rate element charges associated with the service (i.e., STP Access Mileage, STP Access Connection and STP Port Termination).

For Wideband Analog Service and Wideband Data Service, the monthly charges used to determine the credit shall be as follows:



**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.5 Billing Regulations (Cont'd)**

**2.5.6 Credit Allowances for Service Interruptions (Cont'd)**

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

**(1) Common Channel Signaling/Signaling System 7 (CCS/SS7) Interconnection Service, (Cont'd)**

(D)

(D)

**(a)** For two-point services, the monthly charge shall be the total of all the monthly rate element charges associated with the service (i.e., two channel terminations, channel mileage and optional features and functions).

**(b)** For multipoint services, the monthly charge shall be only the total of all the monthly rate element charges associated with that portion of the service that is inoperative (i.e., a channel termination per customer premises, channel mileage and optional features and functions).

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**ACCESS SERVICE****2. GENERAL REGULATIONS (cont'd)****2.5 Billing Regulations (cont'd)****2.5.6 Credit Allowance for Service Interruptions (cont'd)****(B) When a Credit Allowance Applies (cont'd)****(2) Special Access Services**

A credit allowance for service interruptions applies to the following Special Access Services: Metallic Service, Telegraph Grade Service, Voice Grade Service, Video Service, MegaLink Data Service High Capacity Service, DovLink Service, Administration and Maintenance of Priority Restoration, Network Reconfiguration Service, Customer Network Management (CNM) Access Service, Self-Healing Transport Network (STN) Service, MegaLink Custom Service and ReliaNet Service. A credit allowance will also apply to Diversity Service. (D)

No credit shall be allowed for an interruption period of less than 30 minutes. For each period of thirty (30) minutes, or fraction thereof, that the interruption continues after the initial 30-minute outage, the customer will be credited at the rate of 1/1440 of the monthly charges until the outage reaches the Service Assurance Warranty (SAWS) threshold. When the total service interruptions on the same service exceeds the SAWS threshold within a 12-hour time period, the customer shall receive an additional credit per the SAWS schedule of credits, as specified in Section 2.5.7.

In any month, as a result of the interruption, the total credit per rate element of the interrupted service may not exceed 100 percent (100%) of the monthly charge for that particular rate element.

For two-point services, the monthly charge shall be the total of all the monthly rate element charges associated with the service (i.e., two channel terminations, channel mileage and optional features and functions).

For multipoint services, the monthly charge shall be only the total of all the monthly rate element charges associated with that portion of the service that is inoperative (i.e., a channel termination per customer premises, channel mileage and optional features and functions).

For multiplexed services, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service that is inoperative.

**ACCESS SERVICE**

**2. GENERAL REGULATIONS (cont'd)**

2.5 Billing Regulations (cont'd)

2.5.6 Credit Allowance for Service Interruptions (cont'd)

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

(2) Special Access Services (cont'd)

When the facility which is multiplexed or the multiplexer itself is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with the service (i.e., the channel termination, channel mileage and optional features and functions, including the multiplexer on the facility to the Hub and the channel terminations, channel mileage and optional features and functions on the individual services from the Hub).

When the service which rides a channel of the multiplexed facility is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service from the Hub to a customer premises (i.e., channel termination, channel mileage and optional features and functions).

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.5 Billing Regulations (Cont'd)****2.5.6 Credit Allowance for Service Interruptions (Cont'd)****(B) When a Credit Allowance Applies (Cont'd)****(3) Switched Access Service, Directory Assistance Service and Telecommunications Interconnection Service (TRIS)**

A credit allowance for service interruptions will be applied to Switched Access Service and Directory Assistance Service depending upon whether or not the interruption is associated with a service that is usage rated or monthly recurring rated, as set forth in (a) and (b), following:

**(a) Credit Allowance for Usage Rated Services**

If the service experiencing an interruption is billed assumed minutes of use, credit shall be allowed for an interruption of greater than 24 hours. Such credit will be at the rate of 1/30th of the assumed minutes of use charge for each period of 24 hours or fraction thereof that the interruption continues.

If the service experiencing an interruption is billed on a measured, usage sensitive basis, a credit allowance does not apply.

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

**(b) Credit Allowance for Monthly Recurring Rated Services**

**(1)** For the following Switched Access, Directory Assistance and Telecommunications Relay Interconnection Services with monthly recurring rates, as defined in Section 6.8.3 (Monthly Recurring and Usage Rates) of SWBT Tariff FCC No. 73, and Sections 9.4.3 (Monthly Recurring and Usage Rates) and 26.5.3 (Monthly Rates) of this intrastate Guidebook:

- Switched Transport
- Directory Transport
- Switched Access DNAL BSA
- Telecommunications Relay Interconnection Service (TRIS)

the charges for which a credit will apply due to service interruptions will be the total of all monthly rate elements associated with the transport facility or BSA (i.e., per channel, per point of DNAL termination, DNAL mileage, per DS1 or DS3, fixed per month and per mile per month, per point of TRIS termination and TRIS Mileage), including any monthly rated features and BSEs associated with either the transport facility or the DNAL BSA.

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.5 Billing Regulations (Cont'd)****2.5.6 Credit Allowance for Service Interruptions (Cont'd)****(B) When a Credit Allowance Applies (Cont'd)****(3) Switched Access Service, Directory Assistance Service and Telecommunications Interconnection Service (TRIS) (Cont'd)****(b) Credit Allowance for Monthly Recurring Rates Services (Cont'd)****(1) (Cont'd)**

No credit allowance shall be allowed for an interruption period of less than thirty (30) minutes. The customer shall be credited for an interruption of thirty (30) minutes or more up to, and including, two (2) hours at the rate of 1/1440 of the monthly charges for the facility for each period of thirty (30) minutes or fraction thereof that the interruption continues after the initial 30-minute outage. When the total service interruptions on the same service exceeds two (2) hours within a 12-hour time period, the customer shall receive an additional credit per the Service Assurance Warranty Schedule (SAWS) specified in 2.5.7.

In any month, as a result of the interruption, the total credit per rate element of the interrupted service may not exceed 100 percent (100%) of the monthly charge for that particular rate element.

**(a)** When Switched Transport is provided in a multiplexing arrangement and the multiplexer becomes inoperative, the monthly charge being credited will be the total of all monthly charges associated with the facilities being interconnected by the multiplexer. Such credit will include all monthly rated features or BSEs associated with the interconnected facilities.

**(b)** When a Switched Transport facility being provided in a multiplexing arrangement becomes inoperative, the monthly charge being credited will be the total of all monthly charges associated with the inoperative transport facility as well as that portion of all interconnected transport facilities which also becomes inoperative. Such credit will include all monthly rated features or BSEs associated with the inoperative facility or that portion of the interconnected facilities which also becomes inoperative.

**(c)** When the service riding the channel of the multiplexed facility is inoperative, the monthly charge to be credited for the multiplexed facility shall be the total of all monthly rate element charges associated with the inoperative portion of the facility. The credit will include all monthly rated features or BSEs associated with the inoperative transport facility.

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.5 Billing Regulations (Cont'd)****2.5.6 Credit Allowance for Service Interruptions (Cont'd)****(B) When a Credit Allowance Applies (Cont'd)****(3) Switched Access Service, Directory Assistance Service and Telecommunications Interconnection Service (TRIS) (Cont'd)****(b) Credit Allowance for Monthly Recurring Rated Services (Cont'd)**

**(2)** When a service outage occurs on a Direct-Trunked Transport facility and traffic is alternately routed to a Tandem-Switched Transport facility to avoid the service outage, the Telephone Company may allow additional out-of-service credits as follows:

For Switched Access Service and DA Access Service, the Telephone Company will first determine the length of time for which the customer is entitled to an adjustment on the Direct-Trunked Transport facility, as set forth in (1), preceding. Because actual alternate tandem traffic cannot be captured during the service outage period, surrogate tandem usage factors have been developed based on an assumed 9,000 minutes of use per channel per month and a DA holding time of .633962 minutes.

Based on a 30-day month and a 24-hour day, each half hour increment of service outage will result in an assumed alternate tandem usage level of 6.25 minutes of use per channel for Switched Access and 9.86 calls per channel for DA Access Service (i.e., 150 minutes or 237 calls per DS1 and 4,200 or 6,626 calls per DS3). This surrogate alternate traffic usage will be rated based on the airline distance between the customer's serving wire center and the end office where the Direct-Trunked Transport facility that experienced the service outage terminated. The appropriate Tandem Switched Transport subelements (i.e., Tandem Switched Transmission and Tandem Switching or Tandem-Switching Directory Transmission and Directory Tandem Switching) will be used to determine the total Alternate Traffic Credit.

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.5 Billing Regulations (Cont'd)****2.5.6 Credit Allowance for Service Interruptions (Cont'd)****(B) When a Credit Allowance Applies (Cont'd)****(3) Switched Access Service, Directory Assistance Service and Telecommunications Interconnection Service (TRIS) (Cont'd)****(b) Credit Allowance for Monthly Recurring Rates Services (Cont'd)****(2) (Cont'd)**

If the Direct-Trunked Transport facility that experienced the service outage provided transport only for Switched Access Service, an Alternate Traffic Credit will only be calculated for Switched Access. If the facility provided transport only for DA Access Service, an Alternate Traffic Credit will only be calculated for DA Access Service. If the facility provided transport for both Switched Access Service and DA Access Service, the total Alternate Traffic Credit will be the sum for the credits calculated for both Switched Access and DA Access Service.

If the amount of the Alternate Traffic Credit is greater than the amount of credit that would have been allowed, as set forth in (1), preceding, the Telephone Company will credit the customer the Alternate Traffic Credit instead of the lesser credit for the inoperative facility. If the Alternate Traffic Credit is less than or equal to the amount that would otherwise be credited to the customer (as set forth in (1), preceding), the Alternate Traffic Credit will not be allowed.

**ACCESS SERVICE**

**2. General Regulation (Cont'd)**

**2.5 Billing Regulations (Cont'd)**

**2.5.6 Credit Allowance for Service Interruptions (Cont'd)**

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

**(4) Frame Relay Service (FRS)**

For FRS, no credit shall be allowed for an interruption of less than four hours. The customer shall be credited for an interruption of four (4) hours or subsequent fraction thereof that the interruption continues, at the rate of 1/30 (1 day) of the monthly rates for the interrupted service or the affected portion thereof. For the purpose of determining the allowance, every month is considered to have thirty (30) days.



**ACCESS SERVICE****2. General Regulations (Cont'd)****2.5 Billing Regulations (Cont'd)****2.5.6 Credit Allowance for Service Interruptions (Cont'd)****(B) When a Credit Allowance Applies (Cont'd)****(5) Expanded Interconnection****(a) Virtual Collocation**

An interruption period begins when an inoperative condition of a virtual collocation arrangement is reported to the Telephone Company's designated contact point and ends when the virtual collocation arrangement is operative. No allowance for an interruption period will be provided for virtual collocation where the interruption is due to the actions or negligence of the interconnector or to an inoperative condition on a Telephone Company-provided Switched Access or Special Access Service.

When a credit allowance does apply, such credit will be determined based on the rates applicable to the specific item(s) causing the interruption; however, the credit allowance for an interruption or for a series of interruptions shall not exceed the applicable monthly rate for the item(s) involved.

For calculating credit allowances, every month is considered to have thirty (30) days. No credit shall be allowed for an interrupted period of less than thirty (30) minutes. The interconnector shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly rate.

When a third party vendor maintains and repairs an interconnector's designated basic termination equipment, credit allowance will not apply to any interruption of the items maintained and repaired by the third party vendor.

**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.5 Billing Regulations (Cont'd)**

**2.5.6 Credit Allowance for Service Interruptions (Cont'd)**

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

**(6) Diversity Service**

A credit allowance for service interruptions applies to Diversity Service as follows.

No credit shall be allowed for an interruption period of less than thirty (30) minutes. The customer shall be credited for an interruption of thirty (30) minutes or more up to, and including, two (2) hours at the rate of 1/1440 of the monthly Diversity charges on a facility or service for each period of thirty (30) minutes or fraction thereof that the interruption continues after the initial thirty (30) minute outage. When the total service interruptions on the same Diversity service exceed two (2) hours within a 12-hour time period, the customer shall receive additional credit per the Service Assurance Warranty Schedule (SAWS) specified in 2.5.7.

In any month, as a result of the interruption, the total credit per rate element of the interrupted service may not exceed 100 percent (100%) of the monthly charge for that particular rate element.

The credits applying herein, are for the Diversity Service portion of the customer's total monthly charges only. The credits available to the customer for the basic service, on which Diversity is used, are as stated in other sub-sections of this credit allowance section.

**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.5 Billing Regulations (Cont'd)**

**2.5.6 Credit Allowance for Service Interruptions (Cont'd)**

**(C) When a Credit Allowance Does Not Apply**

Credit allowances will not be made for the following:

- (1) Interruptions caused by the negligence of the customer.
- (2) Interruptions of service due to the failure of equipment or systems provided by the customer or others.
- (3) Interruptions of a service during a period in which the Telephone Company is not afforded access to the premises where the service is terminated.
- (4) When the Telephone Company and the customer negotiate the release of the service for (1) maintenance purposes, (2) to make, or (3) to implement an order for a change in the service, a credit allowance does not apply during the negotiated time of release. Thereafter, a credit allowance, as set forth in (A) and (B), preceding, does apply.
- (5) Interruptions of a service which continue because of the failure of the customer to authorize replacement of any element of special construction, as set forth in SWBT Tariff FCC No. 69. The period (T) 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 of the written authorization for such replacement.
- (6) Periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.

**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.5 Billing Regulations (Cont'd)**

**2.5.6 Credit Allowance for Service Interruptions (Cont'd)**

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

(7) Interruption of service caused by a customer's failure to provide notification to the Telephone Company of media stimulated mass calling events, as specified in Section 6.7.12 (Media Stimulated Mass Calling Events) of SWBT Tariff FCC No. 73.

(8) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.

**(D) Use of An Alternative Service Provided by the Telephone Company**

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

**(E) Temporary Surrender of a Service**

In certain instances, the customer may be requested 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 determined in the same manner as a credit for service interruptions, as set forth in (A), preceding.

**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.5 Billing Regulations (Cont'd)**

**2.5.7 Service Assurance Warranty Schedule (SAWS)**

The customer shall be credited the Service Assurance Warranty Schedule (SAWS), as specified below, when the total service interruptions on the same service exceeds the SAWS threshold for that service as specified following, within a 12-hour time period.

The SAWS credit allowance is in addition to the credit allowance in Section 2.5.6. The SAWS 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 percent (100%) of the monthly charge for that particular rate element.

**ACCESS SERVICE****2. GENERAL REGULATIONS (cont'd)****2.5 Billing Regulations (cont'd)****2.5.7 Service Assurance Warranty Schedule (SAWS) (cont'd)****(A) Special Access Services**

All Special Access Services, with exceptions as listed below will be credited according to the SAWS schedule below, in addition to the credit allowances in Section 2.5.6.

**SAWS Threshold**

Over 3 hours

**Service Category****SAWS Credit Per Interruption**

(1) All Special Access Services with the following exceptions:  $\frac{1}{2}$  of the monthly rate

DS1, DS3, DS1/DS3 equipped with SecureNet options, NRS Service (associated with DS1 or DS3 Service), Administration and Maintenance of Priority Restoration (associated with DS1/DS3 Service), STN Service, ReliaNet Service.

High Capacity Service (DS1) and Megalink Custom Service (DS3) and ReliaNet On-Net-Opt.2 AC-DS1 and Off-Net AC, DS1 and DS3 access ports will be credited according to the SAWS schedule below, in addition to the credit allowances in Section 2.5.6.

**SAWS Threshold**

Over 2 hours

**Service Category****SAWS Credit Per Interruption**

(2) High Capacity Service (DS1) and MegaLink Custom Service (DS3)  $\frac{1}{2}$  of the monthly rate

(3) ReliaNet-On-Net-Opt. 2 AC-DS1 and Off-Net AC, DS1 and DS3 access ports  $\frac{1}{2}$  of the monthly rate

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.5 Billing Regulations (Cont'd)****2.5.7 Service Assurance Warranty Schedule (SAWS) (Cont'd)****(A) Special Access Services (Cont'd)****(4) High Capacity Special Access and MegaLink Custom Service Equipped with a SecureNet Option**

No credit will be allowed for an interruption period of less than 2.0 seconds. For a single service interruption greater than 2.0 seconds, the credit will be as follows.

**SAWS Threshold**

Over 2.0 seconds

<b>Service Category</b>	<b>SAWS Credit Per Interruption</b>
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<b>High Capacity Service Equipped with SecureNet All Rate Elements</b>	Monthly Rate
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<b>MegaLink Custom Service Equipped with SecureNet- All Rate Elements</b>	Monthly Rate
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To receive a credit for a service interruption greater than 2.0 seconds, the interruption must occur in that part of the service equipped with a SecureNet option (e.g., a loop failure on a Special Access Service equipped with Hub Redundancy would receive credit after a 2.0-second interruption, an interoffice facility failure on the same service would be credited after 30 minutes).

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**ACCESS SERVICE****2. GENERAL REGULATIONS (cont'd)**

## 2.5 Billing Regulations (cont'd)

## 2.5.7 Service Assurance Warranty Schedule (SAWS) (cont'd)

## (A) Special Access Services (cont'd)

## (5) Network Reconfiguration Service (NRS)

Network Reconfiguration will be credited according to the SAWS schedule, below in addition to the credit allowance in Section 2.5.6.

**SAWS Threshold****Saws Credit Per Interruption**

Over 2 hours

(a) NRS Services associated  
with DS1/DS3 Services      ½ of the monthly rate

Over 3 hours

(b) NRS Services associated      ½ of the monthly rate  
with all Special Access Services  
except DS1 and DS3 Services



**ACCESS SERVICE****2. General Regulations (Cont'd)****2.5 Billing Regulations (Cont'd)****2.5.7 Service Assurance Warranty Schedule (SAWS) (Cont'd)****(A) Special Access Services (Cont'd)****(6) Administration and Maintenance of Priority Restoration**

Administration and Maintenance of Priority Restoration Services will be credited according to the SAWS schedule, below, in addition to credit allowances in Section 2.5.6.

**SAWS Threshold****SAWS Credit Per Interruption**

Over 2 hours

**(a) Administration and Maintenance of Priority Restoration Services associated with DS1 and DS3 Services**

1/2 of the monthly rate

Over 3 hours

**(b) Administration and Maintenance of Priority Restoration Services associated with all Special Access Services except DS1 and DS3 Services**

1/2 of the monthly rate

**(7) STN and ReliaNet (MAC and On-Net AC-Opt.1)**

No credit will be allowed for STN and ReliaNet (MAC and On-Net AC) service for an interruption period of less than 2.5 seconds. For a single service interruption greater than 2.5 seconds, the credit will be as follows.

**SAWS Threshold**

Over 2.5 Seconds

**Service Category****SAWS Credit Per Interruption**

**All STN Service Rate Elements**

Monthly Rate

**ReliaNet (MAC-Opt. A & B and On-Net AC- Opt.1)**

Monthly Rate

In the event the Telephone Company is modifying the existing STN or ReliaNet service to add an Access Node or ReliaNet Node, at the customer's request, and the service is interrupted, credit allowance, as set forth in 2.5.6(A), preceding will apply.

**ACCESS SERVICE****2. General Regulations (Cont'd)****2.5 Billing Regulations (Cont'd)****2.5.7 Service Assurance Warranty Schedule (SAWS) (Cont'd)****(A) Special Access Services (Cont'd)****(8) STN Interconnection with SecureNet Equipped MegaLink Custom Service**

No credit will be allowed for Interconnection of an STN with MegaLink Custom Service equipped with the SecureNet Serving Wire Center and Facility Redundancy for an interruption period less than 2.0 seconds. For a single service interruption greater than 2.0 seconds, the credit will be as follows.

**SAWS Threshold**

Over 2.0 seconds

**Service Category****SAWS Credit Per Interruption**

**STN Interconnection with SecureNet  
Equipped MegaLink Custom Service**

Monthly Rate

**(B) Switched Access Service and Directory Assistance Service**

Switched Access Service and Directory Assistance Service will be credited according to the SAWS schedule below, in addition to the credit allowances in Section 2.5.6.

**SAWS Threshold**

Over 2 hours

**Service Category****SAWS Credit Per Interruption****(a) Entrance Facility**

DS1 1/2 of the monthly rate  
DS3 (Optical & Electrical)

1/2 of the monthly rate

**(b) Direct-Trunked Transport**

DS1 (Fixed & Per Mile)  
DS3 (Fixed & Per Mile)

1/2 of the monthly rate  
1/2 of the monthly rate

**ACCESS SERVICE****2. General Regulations (Cont'd)****2.5 Billing Regulations (Cont'd)****2.5.7 Service Assurance Warranty Schedule (SAWS) (Cont'd)****(C) Diversity Service**

Diversity Service will be credited according to the SAWS schedule below, in addition to the credit allowances in Section 2.5.6.

**SAWS Threshold**

Over 2 hours

**Service Category      SAWS Credit Per Interruption**

**(1) Diversity Service**      Monthly Rate

**2.5.8 Cost Assessment Charge (CAC)**

A Cost Assessment Charge is assessed on a percentage basis against all billed revenue for business Customers subscribing to the transport services listed below. The CAC is established to recover property taxes from business Customers. This charge is not a tax or fee that the government requires AT&T to collect from Customers. The CAC will not apply to Federal, State or Local Government Accounts, or to any accounts identified in the billing systems of the Telephone Company as being exempt from application of the Federal Universal Service Fund (FUSF).

<u>Description</u>	<u>Monthly Rate</u>
Cost Assessment Charge (CAC)	
Transport services	5.47%
- AT&T Dedicated Ethernet Service	

(D)

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.6 Jointly Provided Access Services**

Jointly Provided Access Service has one end of the service in one exchange telephone company operating territory and the other end of the service in another exchange telephone company operating territory. When Access Service, other than MicroLink II, is jointly provided, 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 Design and Ordering (MECOD). Prior to implementation of, or changes to these billing arrangements, the exchange telephone companies involved will give the affected customers 30 days' notice.

The type of billing arrangement utilized for jointly provided access service is dependent upon the type of access service provided. Feature Group A (FGA) and Circuit Switched Line Side (BSA-A) Switched Access Services are provided under the Single Bill Arrangement as set forth in 2.6.1 following. Feature Groups B and D (FGB and FGD) and BSA-B, BSA-D, Direct-Trunked Transport, Tandem Switched Transport, DNAL Switched Access, Special Access, MegaLink Custom, Self-Healing Transport Network (STN), and Directory Assistance Services are provided under Meet Point Billing (MPB) Arrangements. MPB allows each involved exchange telephone company to provide service and bill for the portion of the access service that is rendered under its own tariff or guidebook. Meet Point Billing is provided as either a Single Bill-Single MPB Arrangement or a Multiple Bill MPB Arrangement, as specified in 2.6.2 and 2.6.3, respectively. (D)

At the time an order is placed, the customer will be notified of the arrangement which will apply and any pertinent information pertaining thereto. For example, the customer will be notified as to the entity responsible for receipt of payment, answers to billing inquiries, adjustments to bills, etc.

**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.6 Jointly Provided Access Services (Cont'd)**

**2.6.1 Single Bill Arrangement**

**(A) General**

The single bill arrangement applies to FGA and BSA-A service.

**(B) Ordering Provisions**

The company where the first point of switching is located shall accept the order for FGA or BSA-A service. The other company(ies) involved shall also receive a copy of the order from the carrier.

The exchange telephone companies involved in providing the access service will develop a mutually agreeable working arrangement to allow one of the exchange telephone companies to perform Access Service Coordination (ASC) for all services requested.

**(C) Rating and Billing**

The exchange telephone company accepts the order for service will arrange to provide the service and will bill and collect all appropriate charges in accordance with the regulations, rate and charges in its Access Service Guidebook.

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.6 Jointly Provided Access Services (Cont'd)****2.6.2 Single Bill-Single Meet Point Billing Arrangement**

The Single Bill-Single Meet Point Billing (MPB) Arrangement allows the customer to receive one bill from the billing company for the entire jointly provided service. The billing company will be billed by the other exchange telephone company(ies) for that portion of the access service provided by each exchange telephone company.

**(A) General**

The Telephone Company will participate in the Single Bill-Single MPB Arrangement, for access services other than MicroLink II, if the exchange telephone companies involved agree to use the Single Bill-Single MPB Arrangement to render a bill to the customer and one of the other involved exchange telephone companies performs the billing company functions. In addition, for Switched Access FGB, FGD, BSA-B, or BSA-D, Switched Transport, Directory Assistance Services and Directory Transport, one of the other exchange telephone companies must own or operate the end office. For Tandem-Switched Transport, when the customer has selected the direct rating option, one of the other telephone companies must own or operate the access tandem. (D)

**(B) Ordering**

Each exchange telephone company involved in providing the service will accept an order for the access service from the customer.

For FGB, FGD, BSA-B and BSA-D Switched Access and Directory Assistance Services, the exchange telephone companies involved in providing the access service will develop a mutually agreeable working arrangement to allow one of the exchange telephone companies to perform Access Service Coordination (ASC) for all services requested. (D)

For DNAL, Special Access, MegaLink Custom Service, and STN Service, the exchange telephone company that performs the billing function will serve as the ASC.

**ACCESS SERVICE****2. General Regulations (Cont'd)****2.6 Jointly Provided Access Services (Cont'd)****2.6.2 Single Bill-Single Meet Point Billing Arrangement (Cont'd)****(C) Rating and Billing of Service**

The exchange telephone company that performs the billing company function will bill and collect all appropriate charges in accordance with the regulations, rates and charges in its Access Service Guidebook. The single bill will list the billing company's rates and charges.

**2.6.3 Multiple Bill Meet Point Billing Arrangement**

The Multiple Bill Meet Point Billing (MPB) Arrangement allows each exchange telephone company providing service to bill the customer for its portion of a jointly provided access service according to its Access Service Guidebook charges.

**(A) General**

The exchange telephone companies will render separate bills for access service, other than FGA or BSA-A Service. This option will be the default billing method when the administration of a single bill arrangement cannot be agreed upon by the exchange telephone companies involved.

**(B) Ordering**

Each exchange telephone company involved in the provision of the access service will accept an order for the access service from the customer. The exchange telephone companies involved in providing the access service will develop a mutually agreeable working arrangement to allow one of the exchange telephone companies to perform the ASC for all services requested.

**(C) Rating and Billing of Service**

Each exchange telephone company will provide its portion of the access service based on the regulations, rates and charges contained in its Access Service Guidebook, subject to the following rules, as appropriate.

**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.6 Jointly Provided Access Services (Cont'd)**

**2.6.3 Multiple Bill Meet Point Billing Arrangement (Cont'd)**

**(C) Rating and Billing of Service (Cont'd)**

**(1) Distance Sensitive Rate Elements**

The charges to be billed by the Telephone Company for distance sensitive rate elements (e.g., Transport or Mileage) will be determined as follows:

**(a)** Develop total mileage for the service using the V&H Coordinate Method described in National Exchange Carrier Association, Inc., Tariff FCC No. 4 (NECA Tariff FCC No. 4).

**(b)** Obtain the appropriate billing percentage from NECA Tariff FCC No. 4 for the Telephone Company premises involved.

**(c)** The Telephone Company's rates and charges are multiplied by the appropriate quantity and billing percentage to obtain the charges for the Telephone Company.

**(2) Nondistance Sensitive Rate Elements**

The application of nondistance sensitive rate elements varies according to the rate structure and the location of the facilities involved as set forth following, except for Switched Access feature groups, BSAs and Directory Access Nonrecurring Charge application which is specified in (3), following.



**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.6 Jointly Provided Access Services (Cont'd)**

**2.6.3 Multiple Bill Meet Point Billing Arrangement (Cont'd)**

**(C) Rating and Billing of Service (Cont'd)**

**(2) Nondistance Sensitive Rate Elements (Cont'd)**

**(a)** When rates and charges are listed on a per point of termination basis, the Telephone Company's rates will be billed for the terminations within the Telephone Company's operating territory.

**(b)** When rates and charges are listed on a per unit basis (e.g., central office bridging or multiplexing), the Telephone Company's rates and charges will apply for units located in the Telephone Company's operating territory.

**(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 the Telephone Company.

**(d)** When rates and charges are listed on a per service basis, these rates and charges will be billed.

**(e)** Fifty percent (50%) of the fixed portion of the Special Access Channel Mileage, the MegaLink Custom Service Interoffice Mileage, DNAL Mileage and the Direct-Trunked Transport will be billed when the service terminates in the Telephone Company's operating territory.

**(f)** Fifty percent (50%) of the per minute of use portion of the Tandem End Office Multiplexing, Tandem-Switched Transmission, Host/Remote Transmission or the Tandem-Switched Directory Transmission will be billed when the service terminates in the Telephone Company's operating territory.

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**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.6 Jointly Provided Access Services (Cont'd)**

**2.6.3 Multiple Bill Meet Point Billing Arrangement (Cont'd)**

**(C) Rating and Billing of Service (Cont'd)**

**(3) Switched Access Feature Group and BSA Nonrecurring Charges and Directory Access Nonrecurring Charges**

(a) The nonrecurring charges for FGB, FGD, BSA-B and BSA-D Switched Access Service, as set forth in (D) Section 6.9 (Rates and Charges) of SWBT Tariff FCC No. 73, and for Directory Assistance Service, as set forth in 9.5 (Rates and Charges), are used to compute the billed nonrecurring charges for the Telephone Company.

(b) The multiple bill adjustment factors are determined as follows:

1. When the Telephone Company's facilities are the first point of switching from the customer's premises, the following factors will apply:

- First Trunk = 100%
- Additional Trunk per Access Order = 100%

2. When the Telephone Company facilities are not the first point of switching from the customer's premises, but the Telephone Company does provide a portion of the dedicated trunks, the following factors will apply:

- First Trunk = 64%
- Additional Trunk per Access Order = 41%

**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.6 Jointly Provided Access Services (Cont'd)**

**2.6.3 Multiple Bill Meet Point Billing Arrangement (Cont'd)**

**(C) Rating and Billing of Service (Cont'd)**

**(3) Switched Access Feature Group and BSA Nonrecurring Charges and Directory Access Nonrecurring Charges (Cont'd)**

**(b) (Cont'd)**

**3.** When the Telephone Company is not required to activate trunks to the first point of switching, the feature group or BSA Installation Nonrecurring Charge does not apply.

**(c)** The Telephone Company's charges, as set forth in (a), preceding, will be multiplied by the appropriate quantities and multiple bill adjustment factors, as set forth in (b), preceding, to obtain the appropriate nonrecurring charges for the Telephone Company.

**(4) Example of Jointly Provided Direct-Trunked Transport**

FGD or BSA-D Switched Access is ordered to End Office A. End Office A is in the operating territory of Exchange Telephone Company A. Premises of the ordering customer is in the operating territory of Exchange Telephone Company B.

**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.6 Jointly Provided Access Services (Cont'd)**

**2.6.3 Multiple Bill Meet Point Billing Arrangement (Cont'd)**

**(C) Rating and Billing of Service (Cont'd)**

**(4) Example of Jointly Provided Direct-Trunked Transport (Cont'd)**

**(a) Airline Mileages (Using NECA No. 4)**

- ETCA premises to ETCB premises = 22.1, rounded = 23

**(b) Direct-Trunked Transport Charges**

- Assume ETCA rate for Direct-Trunked Transport is \$24.00 per mile

- Assume ETCA Billing Percentage (BP) is 57

- Assume ETCB rate for Direct-Trunked Transport is \$22.37 per mile

- Assume ETCB Billing Percentage (BP) is 43

- Assume ETCA fixed rate for Direct-Trunked Transport is \$60.00

- Assume ETCB fixed rate for Direct-Trunked Transport is \$54.74

**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.6 Jointly Provided Access Services (Cont'd)**

**2.6.3 Multiple Bill Meet Point Billing Arrangement (Cont'd)**

**(C) Rating and Billing of Service (Cont'd)**

**(4) Example of Jointly Provided Direct-Trunked Transport (Cont'd)**

(c) Formula: (Number of miles times ETCA's per mile rate times ETCA's Billing Percentage) plus (one half of ETCA's fixed rate) equals ETCA Direct-Trunked Transport charge

Calculation of Transport Charges

ETCA Direct-Trunked Transport Charge

$$(23 * \$24.00 * 57/100) + (\$60.00 * .5) = \$344.64$$

ETCB Direct-Trunked Transport Charge

$$(23 * \$22.37 * 43/100) + (\$54.74 * .5) = \$248.61$$

**(5) Example of Jointly Provided Tandem-Switched Transport**

FGD or BSA-D Switched Access is ordered as a tandem routed service to End Office A. End Office A is in the operating territory of Exchange Telephone Company A. The premises of the ordering customer, the serving wire center and the access tandem through which the service is switched is in the operating territory of Exchange Telephone Company B.

**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.6 Jointly Provided Access Services (Cont'd)**

**2.6.3 Multiple Bill Meet Point Billing Arrangement (Cont'd)**

**(C) Rating and Billing of Service (Cont'd)**

**(5) Example of Jointly Provided Tandem-Switched Transport (Cont'd)**

**(a) Airline Mileages (Using NECA No. 4)**

- ETCB serving wire center to ETCA End Office = 29.3, rounded to 30 miles.

**(b) Switched Transport charges for 9000 access minutes**

- Assume ETCA rates for Tandem-Switched Transmission are \$0.000300 per minute of use and \$0.000090 per minute of use per mile.

- Assume ETCA Billing Percentage (BP) is 57%.

- ETCA will not bill Tandem Switching since the access tandem is in the operating territory of ETCB.

- Assume ETCB rates for Tandem-Switched Transmission are \$0.000303 per minute of use and \$0.000037 per minute of use per mile.

- Assume ETCB rate for Tandem-Switching is \$0.000804 per minute of use.

- Assume ETCB Billing Percentage (BP) is 43%.

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.6 Jointly Provided Access Services (Cont'd)****2.6.3 Multiple Bill Meet Point Billing Arrangement (Cont'd)****(C) Rating and Billing of Service (Cont'd)****(5) Example of Jointly Provided Tandem-Switched Transport (Cont'd)****(c) Formula:**

ETCA Tandem-Switched Transmission

(Minutes of use times ETCA's Tandem-Switched Transmission per minute of use rate times .50) plus  
(Minutes of use times number of miles times ETCA's Tandem-Switched Transmission per minute of use  
per mile rate times ETCA's Billing Percentage) equals ETCA's Tandem-Switched Transmission charge

ETCB Tandem-Switched Transmission

(Minutes of use times ETCB's Tandem-Switched Transmission per minute of use rate times .50) plus  
(Minutes of use times number of miles times ETCB's Tandem-Switched Transmission per minute of use  
per mile rate times ETCB's Billing Percentage) equals ETCB's Tandem-Switched Transmission charge

ETCB Tandem Switching

Minutes of Use times ETCB's minute of use rate equal ETCB's Tandem Switching charge

Calculation of Tandem-Switched Transport Charges:

ETCA Total Tandem-Switched Transport Charge

$$(9000 \times \$0.000300 \times .50) + (9000 \times 30 \times \$0.000090 \times .57) = \$15.20$$

ETCB Switched Transport Charge:

$$(9000 \times \$0.000303 \times .50) + (9000 \times 30 \times \$0.000037 \times .43) = \$5.66$$

ETCB Tandem Switching Charge:

$$(9000 \times \$0.000804) = \$7.24$$

ETCB Total Tandem-Switched Transport Charge:

$$\$5.66 + \$7.24 = \$12.90$$

**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.7 Definitions**

Certain terms used herein are defined as follows:

**Access Code**

Denotes a uniform five or seven digit code assigned by the Telephone Company to an individual customer. The five digit code has the form 10XXX, and the seven digit code has the form 101XXXX or 950-0XXX.

**Access Customer Name Abbreviation (ACNA)**

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

**Access Minutes**

Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage. Access minutes are as described in Section 6 (Switched Access Service).

**Access Node**

Denotes a Telephone Company central office (CO Access Node) or a customer designated premises (Premises Access Node) equipped with STN or ReliaNet features and functions.



**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.7 Definitions (Cont'd)**

**Access Tandem**

Denotes a Telephone Company switching system that provides a concentration and distribution function for originating or terminating traffic between end offices and a customer's premises.

**Access Tandem Network**

Denotes the network of trunk groups for originating and/or terminating Switched Access traffic between a single access tandem and the Telephone Company end offices subtending that tandem.

**Access Transport Parameter**

Denotes the capability to transport certain information (e.g., Called Party Subaddress, Calling Party Subaddress, High-Layer Compatibility and Low-Layer Compatibility) received from an originating end user transparently through the SS7 network to the terminating switch.

**Add/Drop Multiplexing (ADM)**

Denotes the capability for lower level signals to be added or dropped from an optical carrier channel associated with the SONET transmission.

**Advanced Carrier Identification Service (ACIS) Code**

Denotes any code assigned by the North American Numbering Plan Administrator (NANPA) that is used in conjunction with ACIS.

**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.7 Definitions (Cont'd)**

**Aggregator**

Denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation as defined under Part 64.708(b) of the FCC Rules and Regulations.

**Alarm Collection Device**

Denotes the common equipment element required to collect and transmit the various alarms from the interconnector's designated equipment to the Telephone Company's surveillance system.

**Alternate Billing Service**

Denotes a term for a service that provides the end users the ability to bill calls to an account not necessarily associated with the originating line.

**Alternate Use**

Denotes when a service is arranged by the Telephone Company so that the customer can select different types of transmission at different times.

**Answer Message**

Denotes a SS7 message sent in the backward direction to indicate that the call has been answered.

**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.7 Definitions (Cont'd)**

**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.

Area of Service (AOS)

Denotes the geographical area from which an 800 subscriber can receive calls dialed to the subscriber's 800 number.

Assumed Average Access Minutes

Denotes the usage that will be billed each month to customers for FGA and BSA-A access arrangement served from Telephone Company serving end offices where actual recorded minutes of use are not available.

Asynchronous

Denotes the transmission of data that is not related to a specific frequency or to the timing of the transmission facility. The data transmission is characterized by individual characters, encapsulated with start and stop bits, from which a receiver derives the necessary timing for sampling bits and start/stop transmission.

Attenuation Distortion

Denotes the difference in loss at specified frequencies relative to the loss at 1004 Hz, unless otherwise specified.

Average Account Life

Denotes the depreciation life prescribed by the Federal Communications Commission for each class of telephone plant.

Average Business Day

Denotes the measurement procedure for the determination of busy hour minutes of capacity, 8:00 AM - 11:00 PM Monday through Friday, excluding national holidays.

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**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.7 Definitions (Cont'd)**

**Balance (100 Type) Test Line**

Denotes an arrangement in an end office which provides for balance and noise testing.

**Basic Service Element (BSE)**

Denotes an unbundled service option available only with Basic Serving Arrangements.

**Basic Serving Arrangement (BSA)**

Denotes a category of Switched Access Service differentiated by technical characteristics, e.g., line vs. trunk side connection at the Telephone Company entry switch.

**Basic Transmission Equipment**

Denotes, for virtual collocation, central office circuit equipment that provides functionality requested by the interconnector and also provides technical compatibility with an interconnector's equipment or support systems located on the interconnector's side of the demarcation point. Basic transmission equipment does not include enhanced services equipment, customer premises equipment or switches.

**Billed Number Screening (BNS)**

Denotes a process which utilizes a data base 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.<sup>1</sup>

**Billing Account Number (BAN)**

A code that identifies the customer's billing account to which Access Services are billed.

**Billing Clearing House**

Denotes a billing and collection service bureau for Interexchange Carriers (ICs) and other telecommunications companies which become members and wish to arrange for the billing and collection of long distance services provided to end users.

**Bit**

Denotes the smallest unit of information in the binary system of notation.

Effective July 30, 2016, Collect calls and Third Number billing are discontinued.

**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.7 Definitions (Cont'd)**

Building

Denotes a structure under one roof or two or more structures on one premises which are connected by an enclosed or covered passageway. In no case can conduit be considered as an enclosed passageway nor buildings connected by a covered public mall be the "same building."

Business Day

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

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.7 Definitions (Cont'd)****Busy Hour Minutes of Capacity (BHMC)**

Denotes the customer specified maximum amount of Switched Access Service and/or Directory Assistance Service access minutes that customer expects to be handled in an end office switch during any hour in an 8:00 A.M. to 11:00 P.M. period for the feature group basic serving arrangement or Directory Assistance Service ordered. This customer furnished BHMC quantity is the input data the Telephone Company uses to determine the number of transmission paths for the feature group basic serving arrangement or Directory Assistance Service ordered.

**Call**

Denotes an attempt for which a complete destination code or a Carrier Access Code (e.g., 950-XXXX, 10XXX#, 101XXXX#, 0- or 00-) is provided in the originating direction or a complete destination code is provided in the terminating direction.

**Carrier or Common Carrier**

See Interexchange Carrier

**Carrier Identification Code (CIC)**

Denotes a numeric code that is assigned by Bellcore to long distance carriers for the provisioning of Feature Group B and/or D trunk side Access Service. The numeric code uniquely identifies the carrier.

**Carrier Identification Code Parameter (CIP)**

Denotes the transmission of the Carrier Identification Code (CIC) to the customer within the Initial Address Message (IAM) of an originating FGD or BSA-D call.

**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).

**Cellular Mobile Carrier**

A common carrier provider of domestic public cellular telecommunications service, as defined in Part 22, Subpart K, of the FCC Rules and Regulations.

**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.7 Definitions (Cont'd)**

Central Office

Denotes a local Telephone Company switching system where the Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks.

Central Office Prefix

Denotes the first three digits (NXX) of the seven digit telephone number assigned to a customer's Telephone Exchange Service when dialed on a local basis.

## ACCESS SERVICE

### 2. General Regulations (Cont'd)

#### 2.7 Definitions (Cont'd)

##### Centralized Automatic Reporting on Trunks (CAROT) Testing

Denotes a type of testing which includes the capacity for measuring operational and transmission parameters.

##### Channel(s)

Denotes an electrical or photonic, in the case of fiber optic based transmission systems, communications path between two or more points of termination or, for DNAL BSA, between a point of termination and a Telephone Company switch.

##### Channelize

Denotes the process of multiplexing-demultiplexing wider bandwidth or higher speed channels into narrower bandwidth or lower speed channels.

##### 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 errors, and remote loop back.

##### Clear Channel Capability

Denotes the utilization of increased usable bandwidth per facility.

##### C-Message Noise

Denotes the frequency weighter 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.

##### 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.



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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.7 Definitions (Cont'd)**Coin Station

Denotes a location where Telephone Company equipment is provided in a public or semipublic place where Telephone Company customers can originate telephonic communications and pay the applicable charges by inserting coins into the equipment.

Commingling<sup>(1)</sup>

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.

Common Channel Signaling (CCS)

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

<sup>(1)</sup> 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. 582 (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 Guidebook 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 Guidebook 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) from those wholesale services. Failure to provide the Telephone Company instructions to convert or disconnect such UNE(s) and/or UNE Combination(s) within 30 days, as described above, shall be deemed authorization to convert the UNE(s) and/or UNE Combination(s) to comparable access services at month-to-month rates.

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.7 Definitions (Cont'd)**Common Line

Denotes a line, trunk, pay telephone line or other facility provided under the general and/or local exchange service tariffs or guidebooks of the Telephone Company, terminated on a 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 or guidebooks. A common line-business is a line provided under the business regulations of the general and/or local exchange service tariffs or guidebooks.

Communications Systems

Denotes channels and other facilities which are capable when not connected to the Telecommunications Network, of two-way communications between customer-provided terminal equipment.

Confirmed Due Date

Denotes the date provided by the Telephone Company on which work activity is scheduled to be completed and the service is available for use by the customer.

Connecting Facility Assignment (CFA)

Denotes a code that identifies the Exchange Company carrier system and channel to be used from a Wide Band Analog or a High Capacity Facility.

Customer(s)

Denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or any other entity which subscribes to the services offered under this Guidebook, including both Interexchange Carriers (ICs) and End Users.

Customer Carrier Name Abbreviation (CCNA)

Denotes a three alpha character code that identifies the Access Customer submitting the Access Order and receiving confirmation of the order.

Customer Circuit Reference (CKR)

Denotes a circuit number or range of circuit numbers assigned, administered and utilized by the customer as a cross reference to the Telephone Company's circuit numbers.

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**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.7 Definitions (Cont'd)**

Customer Signaling Point Code (CSPC)

Denotes a code that identifies the customer's signaling point in the CCS network.

Customer Terminal Location

See Point of Termination.

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 (db)

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

Denotes noise power measurements with C-Message weighting in decibels relative to a reference 1000 Hz tone of 90 db below 1 milliwatt.

Decibel Reference Noise C-Message Reference To O

Denotes noise power in "Decibel Reference Noise C-Message Weighting" referred to or measured at a zero transmission level point.

Demarcation Point

Denotes the point (referred to as Demarc Point or Network Interface) of interconnection between the Telephone Company's facilities and the wiring at the Subscriber's premises. The Demarc Point shall consist of wire or a jack conforming to Subpart F of Part 68 of the Federal Communications Commission's Rules and Regulations.

For Expanded Interconnection provided as virtual collocation or SONET-Based Interconnection (SBI), the demarcation point denotes the virtual network interface between the Telephone Company and the interconnector. The virtual network interface is the location at which Telephone Company ownership and responsibility for maintenance of the entrance cable begins. This location is normally a point on the public right-of-way near the Telephone Company's entrance manhole. The demarcation point is specified by the Telephone Company.

## ACCESS SERVICE

### 2. General Regulations

#### 2.7 Definitions (Cont'd)

##### Desired Due Date

Denotes the date the customer desires service.

##### Detail Billing

Denotes the listing of each message and/or rate element charged to a customer on a bill prepared by the Telephone Company.

##### Digital Transmission Link (DTL)

Denotes a high capacity channel which delivers the same 44.736 electrical signal at each Access Node in a given STN.

##### Direct-Trunked Transport Facility

Denotes a Switched Transport facility between a Telephone Company serving wire center and an end office that provides a customer with dedicated transport without routing through an access tandem.

##### Directory Assistance

Denotes the provision of access to a Directory Assistance Location and a Telephone Company Directory Assistance operator.

##### Directory Assistance Location

Denotes a Telephone Company office where Telephone Company equipment first receives the Directory Assistance call from a customer's end user and selects the first operator position to respond to the Directory Assistance call.

##### Dual Gateway Network Element

Denotes the network element that is capable of supporting two access parts to the data communication channel which is used to transport messages within the SONET Network. (See Gateway Network Element.)

##### Echo Control

Denotes the control of reflected signals in a telephone transmission path.

##### Echo Path Loss (EPL)

Denotes the measure of reflected signal at a 4-wire point of interface without regard to the send and receive Transmission Level Point (TLP).

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**ACCESS SERVICE****2. General Regulations****2.7 Definitions (Cont'd)**Echo Return Loss (ERL)

Denotes a frequency weighted measure of return loss over the middle of the voiceband (approximately 500 to 2500 Hz), where talker echo is most annoying.

Effective 2-Wire

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 interface.

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 premises. However, when terminated on a 2-wire facility, simultaneous independent transmission cannot be supported because the 2-wire interface combines the transmission paths into a single path.

Electronic Access

Denotes the capability to electronically transmit data messages between a customer's computer and the Telephone Company's computer.

Electronic Connection (EC-1)

Denotes a 51.84 Mbps bandwidth of the SONET transmission platform, which is an electronic equivalent of the optical OC1. A DS3 is mapped into the SONET format using an EC-1 as a packaging mechanism.

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 (RSM) and Remote Switching Systems (RSS) served by a host office in a different wire center.

**ACCESS SERVICE****2. General Regulations (Cont'd)****2.7 Definitions (Cont'd)****End User**

Denotes any customer of an intrastate 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.

**Entity**

Denotes something that exists as a particular and discrete unit (e.g., corporation or subsidiary company).

**Entrance Cable**

Denotes a single mode dielectric fiber optic cabling arrangement that consists of a fiber optic cable from the Expanded Interconnection virtual network interface, the riser tail to which the fiber optic cable is spliced and the termination of the riser tail onto a fiber termination shelf within the Telephone Company's wire center.

**Entrance Facility**

Denotes a Switched Transport facility between a Telephone Company serving wire center and a customer premises that provides a customer with dedicated transport from the serving wire center to the customer's premises.

**Entry Switch**

See First Point of Switching.

**Envelope Delay Distortion (EDD)**

Denotes a measure of the linearity of the phase versus frequency of a channel.

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.7 Definitions (Cont'd)****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)]

**Equalized**

Denotes a procedure which provides for the component frequencies of the material transmitted having about the same relationship at the two ends of the channel.

**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 comprises a given Local Access and Transport Area.

**Exchange Company Signaling Point Code (ECSPC)**

Denotes a code that identifies the Telephone Company's signaling point in the CCS network.

**Exit Message**

Denotes a SS7 message sent to an end office by the Telephone Company tandem switch to mark the Carrier Connect Time when the Telephone Company's tandem switch sends an Initial Address Message to an Interexchange Customer.

**Expanded Interconnection**

Denotes an arrangement that provides an interconnector with the ability to interconnect its fiber optic facilities with certain Telephone Company-provided intrastate Switched Access and Special Access Services. Expanded Interconnection may be provided as either virtual collocation or as SONET-Based Interconnection (SBI).

**Expected Measured Loss (EML)**

Denotes a calculated loss which specifies the end-to-end 1004-Hz transducer 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.

**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.7 Definitions (Cont'd)**

Facility

Denotes any one of the elements of physical telephone plant that is needed to provide access service, including switching systems, cables, fiber optic and microwave radio transmission systems.

Facility Interface

See Point of Termination.

Feature Group

Denotes a category of Switched Access Service differentiated by the technical characteristics, e.g., line side vs. trunk side connection at the Telephone Company entry switch.

Field Identifier (FID)

Denotes a two to four character alphanumeric code used to identify date, give instructions, or associated data that is to be processed as a group.



**ACCESS SERVICE****2. General Regulations (Cont'd)****2.7 Definitions (Cont'd)****First Come - First Served**

Denotes the practice for processing access orders. The first access order received will be the first access order processed.

**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.

**Frequency Shift**

Denotes the change in the frequency of a tone as it is transmitted over a channel.

**Gateway Network Element (GNE)**

Denotes the network element that provides message concentration for an X.25 data communication network. The GNE provides an X.25 virtual circuit, between the network and the operational support system, which is used to transport messages to and from the operation support system and other subtending SONET network elements on the network. The data communication channel is used to transport the messages within the SONET network.

**Grandfathered**

Denotes Terminal Equipment, Multiline Terminating Systems and Protective Circuitry directly connected to the facilities previously utilized to provide services under the provisions of this Guidebook, and as such are considered grandfathered under Part 68 of the FCC's Rules and Regulations.

**ACCESS SERVICE**

**2. GENERAL REGULATIONS (cont'd)**

**2.7 Definitions (cont'd)**

High Capacity Channel

Denotes a channel for the transmission of isochronous serial digital data at a rate of 1.544 Mbps.

Host Computer

Denotes an intelligent processor or device connected to a network that satisfies the needs of remote users.

Host Office

Denotes an electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

Hub

Denotes a Telephone Company-designated serving wire center at which bridging, multiplexing or Network Reconfiguration Service functions are performed.

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. Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.7 Definitions (Cont'd)****Impedance Balance**

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

**Improved Protection**

Denotes a MegaLink Custom Service in which any portion of the protection channel is routed separate from the primary channel. The protection channel will be separate from the primary channel at least at the conduit level. The customer shall specify which portion(s) of the service will have improved protection.

**Impulse Noise**

Denotes any momentary occurrence of the noise on a channel over a specified level threshold. It is evaluated by counting the number of occurrences which exceed the threshold.

**Incumbent Local Exchange Carrier**

Denotes, with respect to a local exchange area, a local exchange carrier, including successors and assigns, that is certified by the Arkansas Public Service Commission and was providing basic local Exchange service on February 8, 1996.

**Individual Case Basis (ICB)**

Denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this Guidebook are developed based on the circumstances in each case.

**Initial Address Message (IAM)**

Denotes a SS7 message sent in the forward direction to initiate trunk set up with the busying of an outgoing trunk which carries the information about that trunk along with other information relating to the routing and handling of the call to the next switch.

**Inserted Connection Loss (ICL)**

Denotes the 1004 Hz power difference (in dbs) between the maximum power available at the originating end and the actual power reaching the terminating end through the inserted connection.

**Interconnecting Signaling Transfer Point (STP)**

Denotes the Telephone Company facility that routes messages between its own and other Common Channel Signaling networks.

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.7 Definitions (Cont'd)****Interconnector**

Denotes any individual, partnership, association, joint-stock company, trust, corporation or other entity who uses Expanded Interconnection for the purpose of connecting its services to Telephone Company provided Special Access services or Switched Access services.

**Interexchange Carrier (IC) or Interexchange Common Carrier**

Denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate communication by wire or radio, between two or more exchanges.

**Intermediate Bridging Hub**

Denotes the connection of three or more customer designated premises to form a Special Access multipoint service serving itself and a specified number of subtending wire centers.

**Intermediate Multiplexing Hub**

Denotes the conversion from higher to lower bit rate, or bandwidth, or from digital to voice grade channels, serving itself and a specified number of subtending wire centers.

**Intermediate Tandem**

Denotes a tandem with subtending non-conforming end offices, where neither the tandem nor the end offices have SSP functionality. Therefore, the Intermediate Tandem must subtend a tandem equipped with SSP functionality.

**Intermodulation Distortion**

Denotes a measure of the nonlinearity of a channel. It is measured using four tones, and evaluating the ratios (in dbs) of the transmitted composite four-tone signal power to the second-order products of the tones (R2), and the third-order products of the tones (R3).

**International Direct Distance Dialing (IDDD)**

Denotes the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard FGD or BSA-D equipped end office.

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**Interstate Communications**

Denotes both interstate and foreign communications.

**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.7 Definitions (Cont'd)**

**Intrastate Communications**

Denotes any communications within Arkansas subject to oversight by the Arkansas Public Service Commission as provided by the laws of Arkansas.

**Kilocharacter**

Denotes a unit of measurement of 1000 characters, i.e., a standard bit representation of a symbol, letter, number or punctuation mark. The measurement consists of user data only and not administrative data.

**Kilosegment**

Denotes a unit of measurement of 1000 segments, i.e., characters of data transmitted in a packet. The measurement consists of user data only and not administrative data.

**Line Information Data Base (LIDB)**

Denotes a data base system containing certain call processing attributes of working telephone numbers or accounts. The attributes provide customers with information that can be used to facilitate completion of calls or services.

**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.7 Definitions (Cont'd)**

Line Side Connection

Denotes a connection of a transmission path to the line side of a local exchange switching system.

Link Type (LT)

Denotes the functionality of the signaling link providing interconnection/signaling paths between nodes of the Common Channel Signaling (CCS) network.

Local Access and Transport Area (LATA)

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 Calling Area

Denotes a geographical area, as defined in the Telephone Company's Local Exchange Service tariff or guidebook, in which an end user (Telephone Exchange Service subscriber) may complete a call without incurring Message Telecommunications Service (MTS) charges.

Local Tandem Switch

Denotes a local Telephone Company switching unit by means of which local or access telephonic communications are switched to and from an End Office Switch.

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.

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.7 Definitions (Cont'd)****Loss Deviation**

Denotes the variation of the actual loss from the designed value.

**Manhole**

Denotes an enclosure that provides access to subterranean Telephone Company facilities. Manholes are normally completely below ground or pavement and are accessed via a chimney or neck with a covered top. This term shall also include handholes, which also provide physical access to subterranean Telephone Company facilities, but which are smaller than manholes and are recessed into the ground or pavement.

**Mapping**

Denotes the formatting of a particular SONET transmission signal to allow for the carrying of specific service levels such as 44.376 Mbps (DS3) or 1.544 Mbps (DS1).

**Media Stimulated Mass Calling Events**

Denotes the use of Switched Access Service for calls placed to 800, 900, POTS, 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, entertainment, etc.

**MegaLink Data Channel**

Denotes a channel for the digital transmission of synchronous serial data at rates of 2.4, 4.8, 9.6 or 56 kbps.

**Merger**

Denotes the union of two or more interests or corporations.

**Message**

Denotes a "call" as defined preceding.

**Metallic Channel**

Denotes a channel for the transmission of low speed varying signals at rates up to 30 baud.

## ACCESS SERVICE

### 2. General Regulations (Cont'd)

#### 2.7 Definitions (Cont'd)

##### Milliwatt (102 Type) Test Line

Denotes an arrangement in an end office which provides a 1004 Hz tone at 0 dBmO for one-way transmission measurements towards the customer's premises from the Telephone Company end office.

##### Mobile Access Tandem Connection

Denotes a connection provided between a Mobile Carrier's Mobile Telephone Switching Office and a Telephone Company access tandem using mobile radio services provided by the Telephone Company. Mobile Access Tandem Connections provide Mobile Carriers with access to the public switched network of the Telephone Company. Type 2A Connections are a form of Mobile Tandem Connections.

##### Mobile Carrier

Denotes carriers regulated under Parts 5, 22, or 90 of the FCC Rules and Regulations, including Cellular Mobile Carriers, Radio Common Carriers and Specialized Mobile Radio Carriers.

##### Mobile End Office Connection

Denotes a connection provided between a Mobile Carrier's Mobile Telephone Switching Office and a Telephone Company end office using mobile radio services provided by the Telephone Company. Mobile End Office Connections provide Mobile Carrier's with access to the public switched network of the Telephone Company. Type 1 Connections are a form of Mobile End Office Connections.

##### Mobile Telephone Switching Office

Denotes a Mobile Carrier's switching system that is used to terminate mobile stations for the purpose of interconnection to each other and to trunks interfacing with the Telephone Company's public switched network.



**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.7 Definitions (Cont'd)**

**Multipoint Service**

Denotes the connection of three or more customer designated premises through a Telephone Company Hub.

**Network Access Point (NAP)**

Denotes the point at which a particular STN Digital Transmission Link (DTL) may be interconnected with a Premises Access Node or with High Capacity Service or MegaLink Custom Services in a CO Access Node. Two NAPs are associated with each DTL, each being located in a customer specified Access Node.

**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 reorder or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of the telecommunications system.

**Network Interface**

See Demarcation Point

**Non-diplexed**

Non-diplexed means video and audio signals are provided on separate transmission interfaces.

**Nonsynchronous Test Line**

Denotes an arrangement in step-by-step end offices which provides operational tests which are not as complete as those provided by the synchronous test lines, but can be made more rapidly.

**North American Numbering Plan**

Denotes a three-digit Numbering Plan Area (NPA) code and a seven-digit telephone number made up of a three-digit Central Office code plus a four-digit station number.

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**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.7 Definitions (Cont'd)**

**Octet**

Denotes 8-bits of binary information.

**Off-Hook**

Denotes the active condition of Switched Access or a Telephone Exchange Service line.

**On-Hook**

Denotes the idle condition of Switched Access or a Telephone Exchange Service line.

**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.

**Operating Company Number**

Denotes a four-character alphanumeric identifier used to determine the company of the NPA-NXX code-holders.

**Operator Services**

Denotes any telecommunications service that includes any automatic or live assistance to a consumer to arrange for billing or completion, or both, of a telephone call.

**Operator Service System (OSS)**

Denotes the group of interacting hardware (switching equipment, data links and operator terminals) and software components for the provision of operator service functionality.

**Optical Carrier Rate (OC#1)**

Denotes the form of measuring SONET transmission rates in terms of signal speed, line rate, bandwidth or service.

**Optical Carrier Rate # Concatenated (e.g., OC3c, OC12c)**

Denotes the "clear channel" connection (aka. facility) between two locations that is capable, using optical signaling equipment, of carrying a transmission of 155.520 Mbps (OC3c) or 622.080 Mbps (OC12c). Only one framing format is used.

**Optical Carrier Signal**

Denotes the specific message transmitted via SONET technology, quantified in terms of signal speed, line rate or bandwidth.

**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.7 Definitions (Cont'd)**

**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)**

Denotes a code assigned to identify each Operator Service System (OSS) location.

**Overhead**

Denotes a portion of the SONET bandwidth capacity of a digital transmission signal which is used to monitor, protect, manage and improve the transmission of that carried signal.

**OZZ Code**

Denotes a code used to route certain types of traffic to specific trunk groups such as specific customer trunk groups, TOPS trunk groups, etc.

**Packet**

Denotes the continuous sequence of data, with associated control information, i.e., routing, sequencing and error checking information, that is switched and transmitted through the packet switching network. Multiple packets may be required to carry one complete document or a lengthy block of information.

**Packet Switching Network**

Denotes the network that utilizes a transmission technique whereby a communication channel is shared by many users, each using the circuit only for the time required to transmit a single packet, each with its own appended control information.

**Partitioned Space**

Denotes an area designated by the Telephone Company within a wire center to be used by an Interconnector for the sole purpose of installing, maintaining and operating its transmission equipment to connect the Interconnector's services to Telephone Company provided services. Partitioned space is not considered to be a premises, as defined in 2.7, following, for the purposes of administering regulations and rates contained in this Guidebook.

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**ACCESS SERVICE**

**2. General Regulations (Cont'd)**

**2.7 Definitions (Cont'd)**

**Pay Telephone**

Denotes Telephone Company-provided instruments and related facilities that are available to the general public for public convenience and necessity, including public, semipublic telephones and coinless telephones.

**Personal Communications Service (PCS)**

Denotes a set of capabilities that allows some combination of personal mobility, terminal mobility and service profile management.

**Phase Jitter**

Denotes the unwanted phase variations of a signal.

**Point of Termination**

See Demarcation Point

**Premises**

Denotes a building, or a portion of a building in a multitenant building, or buildings on continuous property (except Railroad Right-of-Way, etc.) not separated by a public highway.

**Pricing Zone**

Denotes a unit within a LATA or exchange established by the Telephone Company for rating certain Switched Transport Services, High Capacity Special Access Service and MegaLink Custom Service. Pricing Zones are divided into three (3) categories: **(1)** high density, **(2)** medium density, and **(3)** low density.

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.7 Definitions (Cont'd)****Protection**

Denotes an arrangement, on a fiber optic facility, which provides a "backup" channel in the event service over the primary channel or channels is interrupted. The primary channel and the protection channel are normally common at the conduit level.

**Protocol**

Denotes the formal set of rules which govern the format, timing, sequencing and error control of exchanged messages on a data network. May also include the facilities for managing a communication link and/or contention resolution.

**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 possible responses.

**Radio Common Carrier**

Denotes carriers which are regulated under Part 22 of the FCC's Rules and Regulations who engage in the provision of public radio/mobile service.

**Rating Point**

Denotes a point used in calculating mileage for Special Access and Switched Access Services.

**Registered Equipment**

Denotes the customer's premises equipment (CPE) which complies with and has been approved within the Registration Provisions of Part 68 of the FCC's Rules and Regulations.

**Release Message**

Denotes a SS7 message sent in either direction to indicate that a specific circuit is being released.

**Remote Switching Modules (RSM) and/or Remote Switching Systems (RSS)**

Denotes small, remotely controlled electronic end office switches which obtain their call processing capability from an electronic switching system type Host Office. The RSM/RSS cannot accommodate direct trunks to a customer.

**ACCESS SERVICE****2. General Regulations (Cont'd)****2.7 Definitions (Cont'd)****Response**

Denotes one response from a set of predefined possible responses to a request for information contained in a query from a computer processor.

**Return Loss**

Denotes a measure of the similarity between the two impedances at the junction of two transmission paths. The higher the return loss, the higher the similarity.

**Riser Tail**

Denotes a cable that terminates on a fiber termination shelf and has flammability and smoke characteristics which allow it to be routed in a central office area without being enclosed in a conduit.

**Serial Input/Output**

Denotes a type of data port which provides a higher throughput speed for either asynchronous or synchronous data transmissions.

**Service Control Point (SCP)**

Denotes a transaction processor based system that provides a network interface to various data base services.

**Service Management System/800 (SMS/800)**

Denotes the main operations support system of 800 Number Portability Access Service used to create and maintain subscriber 800 call processing records.

**Service Switching Point (SSP)**

Denotes the switches in the telephone network that distinguishes dialed 800 calls from ordinary telephone calls and then communicates with SCPs for information on how the 800 calls should be routed.

**Service Termination**

Denotes the connection of Access Service at a customer premises, or a Centrex C.O.

## ACCESS SERVICE

### 2. General Regulations (Cont'd)

#### 2.7 Definitions (Cont'd)

##### Serving Wire Center

Denotes the end office from which the customer designated premises would normally obtain dial tone from the Telephone Company for Local Exchange Service purposes.

##### Session

A session is the packet network equivalent of a call on the voice network and is the length of time required to maintain a virtual circuit. A session begins with call set-up and continues until the common control network facilities are released for reuse by the packet network.

##### Seven-Digit Manual Test Line

Denotes an arrangement which allows the customer to select balance, milliwatt and synchronous test lines by manually dialing a seven digit number over the associated access connection.

##### Shortage of Facilities or Equipment

Denotes a condition which occurs when the Telephone Company does not have appropriate cable, switching capacity, bridging, or multiplexing equipment, etc., necessary to provide the Access Service requested by the customer.

##### Short Circuit Test Line

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.

**ACCESS SERVICE****2. General Regulations (Cont'd)****2.7 Definitions (Cont'd)****Signal-to-C-Notched Noise Ratio**

Denotes the ratio in dB of a test signal to the corresponding C-Notched Noise.

**Signaling Link (SL)**

Denotes a specialized digital data link that provides interconnection/signaling paths between the various signal and processing nodes of the Common Channel Signaling network. Signaling Links may be routed directly between signaling points or indirectly via a Signal Transfer Point (STP).

**Signaling Link Code (SLC)**

Denotes a code that identifies a signaling link within the Common Channel Signaling/Signaling System 7 (CCS/SS7) link set.

**Signaling Point (SP)**

Denotes a node in the Common Channel Signaling network that originates and/or receives signaling messages.

**Signaling System 7 (SS7)**

Denotes the signaling protocol Version 7 used in the Common Channel Signaling network based on the American National Standards Institute (ANSI) standards.

**Signaling Transfer Point (STP)**

Denotes a packet switch in the Common Channel Signaling network that is used to route signaling messages between signaling nodes. STPs also transfer signaling messages to other CCS networks.

**Singing Return Loss (SRL)**

Denotes the frequency weighted measure of return loss at the edges of the voiceband (200 to 500 Hz and 2500 to 3200 Hz), where singing (instability) problems are most likely to occur.

**SONET-based Interface**

Denotes interfaces which are available only when transport facilities are provided via SONET equipment. This does not imply that all such interfaces are pure SONET interfaces.

**Subtending End Office of An Access Tandem**

Denotes an end office that has final trunk group routing through that tandem.



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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.7 Definitions (Cont'd)****Super Intermediate Multiplexing Hub**

Denotes the conversion from higher to lower bit rate, or bandwidth, or from digital to voice grade channels, serving itself and/or subtending wire centers in an entire LATA, or one or more Numbering Plan Areas (NPAs).

**Switching System**

Denotes an assembly of equipment, hardware and/or software, utilized by the Telephone Company for establishing connections between lines and/or trunks. A Switching System may either be an end office or an access tandem.

**Synchronous**

Denotes the type of data transmission where the characters or bits are sent at a fixed rate, with the transmitting and receiving devices synchronized, so that start and stop bits are not required.

**Synchronous Optical Network (SONET)**

Denotes a set of international standards for the interconnectivity and interoperability of fiber optic based transmission systems.

**Synchronous Test Line**

Denotes an arrangement in an end office which performs marginal operational tests of supervisory and ring-tripping functions.

**Tandem-Switched Directory Transport Facility**

Denotes a Directory Transport facility between a Telephone Company serving wire center or a Telephone Company hub office (when multiplexing occurs at an office other than the serving wire center) and a Directory Assistance location that provides a customer with transport to the DA location by routing through an access tandem.

**Tandem-Switched Transport Facility**

Denotes a Switched Transport facility between a Telephone Company serving wire center or a Telephone Company hub office (when multiplexing occurs at an office other than the serving wire center) and an end office that provides a customer with transport to or from the end office by routing through an access tandem.

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.7 Definitions (Cont'd)****Telecommunications Relay Service**

Denotes a telephone transmission service that provides the ability for a hearing or speech disabled end user to engage in communication with a hearing individual in a manner that is functionally equivalent to the ability of an end user who does not have a hearing or speech disability to engage in communication with another hearing individual.

Telecommunications Relay Service includes services that enable two-way communication between an individual who uses a text telephone or other nonvoice terminal and an individual who does not use such a device.

**Telegraph Grade Channel**

Denotes a channel for the transmission of low speed binary signals at rates of 0 to 75 baud or 0 to 150 baud.

**Terminating Direction**

Denotes the use of Access Service for the completion of calls from a IC premises to an End User premises.

**Terminus Bridging Hub**

Denotes the connection of three or more customer designated premises to form a Special Access multipoint service within that bridging hub.

**Terminus Multiplexing Hub**

Denotes the conversion from higher to lower bit rate, or bandwidth, or from digital to voice grade channels, serving customers in that wire center only.

**Text Telephone**

Denotes a machine that employs graphic communication transmission of coded signals through wire or radio communications.

**Throughput**

Denotes the amount of information that can be moved through an access termination to and from a customer's premises during a specified time interval. Throughput is categorized as either high, medium or low, depending upon the transmission speed.

**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.

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.7 Definitions (Cont'd)**Transmission Path

Denotes an electrical path capable of transmitting signals within the range of the service offering. 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 of configuration of facilities typically used in the telecommunications industry.

Trunk

Denotes a communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group

Denotes a set of trunks which are traffic engineered as a unit for the establishment of connections between switching in which all of the communications paths are interchangeable.

Trunk Side Connection

Denotes the connection of a transmission path to the trunk side of a local exchange switching system.

Two-Point Service

Denotes the connection of two customer designated premises, either on a directly connected basis or through a hub where multiplexing or Network Reconfiguration Service functions are performed.

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 facility.

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.7 Definitions (Cont'd)**Unbundled Network Elements (UNEs)<sup>(1)</sup>

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.

Uniform Service Order Code (USOC)

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.

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 (V) and horizontal (H) coordinates of the two points.

Video Channel

Denotes a channel for the transmission of a standard 525 line/60 field monochrome or National Television Systems Committee color video signal and one or two associated 15 kHz audio signals. The bandwidth for a video channel is either 30 Hz to 4.5 MHz or 30 Hz to 6.6 MHz.

<sup>(1)</sup> 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. 582 (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 Guidebook 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 Guidebook 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) from those wholesale services. Failure to provide the Telephone Company instructions to convert or disconnect such UNE(s) and/or UNE Combination(s) within 30 days, as described above, shall be deemed authorization to convert the UNE(s) and/or UNE Combination(s) to comparable access services at month-to-month rates.

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**ACCESS SERVICE****2. General Regulations (Cont'd)****2.7 Definitions (Cont'd)**Virtual Circuit

Denotes a communication path established to transmit data. This path is established for the duration of the session. A virtual circuit is the packet network equivalent of a physical circuit and maintains the sequence of information.

Virtual Collocation

Denotes a type of Expanded Interconnection that provides a transmission path between an interconnector's facility and certain Telephone Company-provided intrastate Switched Access and Special Access Services. Virtual collocation includes central office basic transmission equipment designated by the interconnector and dedicated to its exclusive use but which is owned, installed and maintained by the Telephone Company. The Telephone Company maintains exclusive physical control over all equipment placed on its premises, however, the interconnector must perform remote monitoring and control functions on its designated equipment.

Virtual Network Interface

See Demarcation Point (for Expanded Interconnection).

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.

Voice Grade Channel

Denotes a channel for the transmission of analog signals within an approximate bandwidth of 300 to 3000 Hz.

WATS Access Line (WAL)

Denotes a dedicated connection between a customer designated premises and the WATS serving office.

WATS Serving Office

Denotes a telephone company designated End Office where switching, screening and/or recording functions are performed in connection with the closed-end of WATS Access Line Service.

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**ACCESS SERVICE****2. General Regulations****2.7 Definitions (Cont'd)**

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Wire Center

Denotes a building in which one or more central offices, used for the provision of Telephone Exchange Services, are located.

X.25 Protocol

Denotes the interface between user data terminal equipment and packet switching data circuit terminating equipment, as specified by the International Telephone and Telegraph Consultative Committee (CCITT) recommendation.

X.75 Protocol

Denotes the terminal and transit call control procedures and data transfer system on circuits between packet switching networks.

800 Number Portability Access Service (NPAS)

Denotes a service that includes toll-free access services using the following dialing plans: 800, 888, 877, 866, 855, 844, 833 and 822. 800, as used throughout this Guidebook, includes all 800-type toll-free dialing plans.

800 Service Provider

Denotes the entity that offers 800 access services to 800 subscribers.

800 Subscriber

Denotes a customer that has arranged with an 800 Service Provider for 800 service and has been assigned an 800 number.

900 Access Service Screening Office

An end office or access tandem that performs the customer identification function required to provide 900 Access Service to all customers.