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## 2. General Regulations

### 2.1 Undertaking of the Telephone Company

#### 2.1.1 Scope

- (A) The Telephone Company does not undertake to transmit messages under this tariff.
- (B) The Telephone Company shall be responsible only for the installation, operation and maintenance of the services which it provides.
- (C) The Telephone Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- (D) Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this tariff.
- (E) The regulations set forth in this tariff shall apply to (1) access services ordered by a customer pursuant to Section 5, as well as to (2) facilities provisioned by the Telephone Company on behalf of a customer as DS1 or DS3 loop or transport, entrance facilities, dedicated DS0 and/or Optical Carrier Network unbundled network elements (UNEs), but which, as of March 12, 2006, are no longer available as UNEs and for which no alternative arrangements have been made as of March 12, 2006.

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## 2. General Regulations (Cont'd)

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

#### 2.1.2 Limitations

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

- (1) another Customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
- (2) a court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

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

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

(B) The regulations for the installation, use and restoration of Telecommunications Service Priority (TSP) System service shall be in accordance with Part 64.401, Appendix A, of the Federal Communications Commission's Rules and subject to the regulations set forth in 10.8.1 (D) following.

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## 2. General Regulations (Cont'd)

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

#### 2.1.2 Limitations (Cont'd)

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

#### 2.1.3 Liability

- (A) The Telephone Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer, End User or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, preemption, and subject to the provisions of (B) through (H) following, the Telephone Company's liability 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 or End User under this tariff as a Credit Allowance for a Service Interruption.
- (B) The Telephone Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Telephone Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.
- (C) The Telephone Company shall not be liable for any act or omission concerning the implementation of Presubscription as set forth in 13. following, except as indicated in 2.1.3(A) preceding.

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2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

- (D) The Telephone Company is not liable for damages to the customer premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Telephone Company's negligence.
- (E) The Telephone Company shall be indemnified, defended and held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this tariff, involving:
  - (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications;
  - (2) Claims for patent infringement arising from the end user's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or IC or;
  - (3) All other claims arising out of any act or omission of the end user in the course of using services provided pursuant to this tariff.

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

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

(1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the IC's own communications;

(2) Claims for patent infringement arising from the IC's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or IC or;

(3) All other claims arising out of any act or omission of the IC in the course of using services provided pursuant to this tariff.

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

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

- (H) No license under patents (other than the limited license to use) is granted by the Telephone Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Telephone Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this tariff and will indemnify such customer for any damages awarded based solely on such claims.
- (I) The Telephone Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in 2.4.4 following.

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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

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

In addition, the Telephone Company may discontinue certain Telephone Company services in geographic areas for which the Telephone Company has no customers subscribing to those services and has received no reasonable requests within the prior 30 days.

2.1.5 Installation and Termination of Services(A) For All Services Except Expanded Interconnection Service

The Access Services provided under this tariff (A) will include any entrance cable or drop wiring and wire or intrabuilding cable to that point where provision is made for termination of the Telephone Company's outside distribution network facilities at a suitable location inside a customer-designated premises and (B) will be installed by the Telephone Company to such Point of Termination. Access Service is provided with one Point of Termination per customer premises. At the customer's request, the Telephone Company will provide additional Points of Termination at an additional charge. The charge for additional Points of Termination will include the cost of additional materials and labor. The labor rates, as set forth in 13.1.1 and 13.2.6(C), apply. The Point of Termination is an inherent part of Switched and Special Access Services, therefore, the preceding does not preclude the customer's ability to have the Point of Termination moved as set forth in 6.7.5 and 7.2.3 following for Switched and Special Access Services, respectively.

(B) Expanded Interconnection Service

The Expanded Interconnection Service provided for under this tariff will include the connection of EIS Channel Termination as described in Section 18 following, for the Telephone Company provided Switched or Special Access Service, as described in Section 6 or 7 following, to Collocator-provided transmission equipment.

2.1.6 Maintenance of Services

The services provided under this tariff shall be maintained by the Telephone Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Telephone Company other than by connection or disconnection to any interface means used except with the written consent of the Telephone Company. Customer owned inside wire maintenance is the customer's responsibility, but may be maintained by the Telephone Company at the customer's request, on a deregulated basis. When trouble on an Access Service is caused by facilities, equipment or wiring owned by the customer, a charge will apply on a deregulated basis.

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## 2. General Regulations (Cont'd)

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

#### 2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to F.C.C. Part 68 regulations at 47 C.F.R. 5 68.110(b), the Telephone Company may, where such action is reasonably required in the operation of its business, (A) substitute, change or rearrange any facilities used in providing service under this tariff, including but not limited to, (1) substitution of different metallic facilities, (2) substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities and (3) substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities, (B) change minimum protection criteria, change operating or maintenance characteristics of facilities or (D ) change operations or procedures of the Telephone Company. In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as set forth in 6. and 7. following. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Telephone Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Telephone Company will work cooperatively with the customer to determine reasonable notification requirements.

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

The Telephone Company may refuse additional applications for service or discontinue the provision of services as set forth in 2.1.8(A)(1) and 2.1.8(A)(2) following, unless the provisions of 2.2.2(B) (Interference or Impairment) or 2.5 (Connections) following apply, when the customer fails to comply with:

- 2.2.3 (Unlawful and Abusive Use),
- 2.3.1 (Damages),
- 2.3.6 (Availability for Testing),
- 2.3.7 (Balance)
- 2.3.14 (Jurisdictional Reports), or
- 2.4 (Payment Arrangements and Credit Allowances)- including any payments to be made by the customer on the dates and times herein specified.

(A) The Telephone Company may initiate any or all of the actions described in 2.1.8(A)(1) and 2.1.8(A)(2) on fifteen (15) calendar days written notice for failure to comply with the bill payment provisions in 2.4.1 if:

- (i) the Telephone Company has sent the subject bill to the customer within seven (7) business days of the bill date; or
- (ii) the Telephone Company has sent the subject bill to the customer more than thirty (30) calendar days before notice under this section is given.

The 15 day notice will be made by Overnight Delivery to the person designated by that customer to receive such notices of noncompliance, such notice period to start the day after the notice is sent.

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

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

- (1) Refuse additional applications for service and/or refuse to complete any pending orders for service by the noncomplying customer at anytime thereafter. The Telephone Company may also refuse to accept and process any requests from end users or from the customer to designate that customer as the end user's Primary Interexchange Carrier (PIC), as described in Section 13.3.3, following.

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

(A) (Cont'd)

(1) (Cont'd)

If an end user contacts the Telephone Company to designate the customer as the end user's PIC, the end user will be given the choice of either remaining with the end user's existing PIC or selecting a new PIC other than the customer. If the Telephone Company does not refuse additional applications for service or PIC changes to the customer on the date specified in the fifteen (15) or thirty (30) days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service to the noncomplying customer or PIC changes to the customer without further notice.

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## 2. General Regulations (Cont'd)

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

#### 2.1.8 Refusal and Discontinuance of Service (Cont'd)

##### (A) (Cont'd)

- (2) Discontinue the provision of the services to the noncomplying customer. If the Telephone Company discontinues service, it will no longer route any switched access traffic that uses the customer's Carrier Identification Code(s) (CIC). In the case of 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 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.

The Telephone Company will not initiate any of the actions described in paragraphs (1) and (2) above as to disputed bill amounts where the customer does not pay disputed bill amounts by the bill due date as specified in Section 2.4.1(B) (1), (2), (3) (a) and (b), and the Telephone Company has not rendered a decision on the dispute. The dispute process is outlined in 2.4.1(B) (3) (c), (d), and (e).

- (B) When access service is provided by more than one telephone company, the companies involved in providing the joint service may individually or collectively deny service to a customer for nonpayment. Where the telephone companies affected by the nonpayment are incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other telephone companies will, if technically feasible, assist in denying the joint service to the customer. Service denial for such joint service will only include calls which originate or terminate within, or transit, the operating territory of the telephone companies initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the telephone company where the customer end office is located shall prevail for joint service discontinuance provisions.

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2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.9 Limitation of Use of Metallic Facilities

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

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## ACCESS SERVICE

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

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

2.1.11 Coordination with Respect to Network Contingencies

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

2.1.12 Provision and Ownership of Telephone Numbers

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

2.1.13 Metropolitan Statistical Area Access Services

For the Metropolitan Statistical Areas (MSAs) in which the Telephone Company has received Phase II pricing flexibility, pursuant to Subpart H of Part 69 of the Commission's Rules. Section 22 of this Tariff governs the offering of service in these MSAs. Upon approval of Phase II pricing flexibility for a petitioned MSA, services purchased via Sections 6, 7, and 22, under the various Pricing Plans as identified in Section 22.4(F), will then become subject to the regulations in Section 22, Metropolitan Statistical Area Access Services.

2.1.14 Broadband Services

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

2.2 Use2.2.1 Reserved for Future Use

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2. General Regulations (Cont'd)

2.2 Use (Cont'd)

2.2.2 Interference or Impairment

- (A) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Telephone Company and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any facilities of the Telephone Company, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.

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## 2. General Regulations (Cont'd)

### 2.2 Use (Cont'd)

#### 2.2.2 Interference or Impairment (Cont'd)

(B) Except as provided for equipment or systems subject to the F.C.C Part 68 rules in 47 C.F.R. S 68.108, if such characteristics or methods of operation are not in accordance with (A) preceding, the Telephone Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in 2.4.4(A) and (B) following is not applicable.

#### 2.2.3 Unlawful Use

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

### 2.3 Obligations of the Customer

#### 2.3.1 Damages

The customer shall reimburse the Telephone Company for damages to Telephone Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the customer or resulting from the customer's improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Telephone Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Telephone Company for the damages to the extent of such payment.

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## 2. General Regulations (Cont'd)

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

#### 2.3.2 Ownership of Facilities and Theft

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

#### 2.3.3 Equipment Space and Power

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

#### 2.3.4 Reserved for Future Use

#### 2.3.5 Reserved for Future Use

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## 2. General Regulations (Cont'd)

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

#### 2.3.6 Availability for Testing

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

#### 2.3.7 Balance

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

#### 2.3.8 Design of Customer Services

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

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## 2. General Regulations (Cont'd)

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

#### 2.3.9 References to the Telephone Company

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

#### 2.3.10 Unlawful Use Traceback Obligation

Customer agrees that when it sends traffic to the Telephone Company, if it receives a Traceback Request regarding such traffic which the Telephone Company reasonably believes to be unlawful and abusive traffic, from the Telephone Company, or any Authorized Traceback Group, Customer will promptly respond to the Traceback Request in good faith. Customer agrees that its response shall indicate if it is in the call path as the Originating Provider of the calls (i.e., Customer received the calls from Customer's end user) or an intermediate Provider (i.e., Customer received the calls from another voice provider). The response shall also identify the provider from which it accepted the traffic or the end user that originated the call, as applicable. Customer agrees to provide responses to Traceback Requests to the Telephone Company or any designee, including an Authorized Traceback Group, without requiring a subpoena or other formal demand or request.

#### 2.3.11 Claims and Demands for Damages

- (A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the customer.
- (B) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Telephone Company's services provided under this tariff, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain

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2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Claims and Demands for Damages (Cont'd)

(B) (Cont'd)

in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortuous conduct of the customer, its officers, agents or employees.

(C) Reserved for Future Use

(D) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the customer or third parties arising out of any act or omission of the customer in the course of using services provided under this tariff.

2.3.12 Reserved for Future Use

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## 2. General Regulations (Cont'd)

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

#### 2.3.13 Coordination with respect to Network Contingencies

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

#### 2.3.14 Jurisdictional Reports Requirements

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

##### (A) Jurisdictional Reports

(1) (a) When a customer orders Directory Assistance Service, an Access Line Arrangement (ALA) or Feature Group A and/or an Access Trunk Arrangement 950 (ATA950) or Feature Group B Switched Access Service the customer shall state in writing the projected interstate percentage for interstate usage for each ALA or Feature Group A and/or ATA950 or Feature Group B Switched Access Service ordered. If the customer discontinues some but not all the ALA or Feature Group A and/or ATA950 or Feature Group B Switched Access Services in a group, it shall provide the projected interstate percentage for the services which are not discontinued.

(b) The project interstate percentages will be used by the Telephone Company to apportion the usage between interstate and intrastate until a revised report with adjusted raw data is received as set forth in (6) following.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.14 Jurisdictional Report Requirements (Cont'd)(A) Jurisdictional Reports (Cont'd)

- (2) All single ALA or Feature Group A and ATA950 or Feature Group B Switched Access Service usage and charges will be apportioned by the Telephone Company between interstate and intrastate. The projected interstate percentage reported as set forth in (1) (a) and (1) (b) preceding will be used to make the apportionment.
- (3) For multiline hunt group or trunk group arrangements where either the interstate or the intrastate charges are based on measured usage, the interstate ALA or Feature Group A and/or ATA950 or Feature Group B Switched Access Service(s) information reported as set forth in (1) preceding will be used to determine the charges. For all groups, the number of access minutes (either the measured minutes or the assumed minutes) for a group will be multiplied by the projected interstate percentage to develop the interstate access minutes. The number of access minutes for the group minus the developed interstate access minutes for the group will be the developed intrastate access minutes.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.14 Jurisdictional Report Requirements (Cont'd)(A) Jurisdictional Reports (Cont'd)

- (4) When a customer orders an Access Trunk Arrangement 10XXX (ATAXXX) or Feature Group D or 500, 700, 900, Toll Free Access Service or FGD terminating Switched Access Service(s), the customer may declare a PIU as described in (A)(6)(C), following. If the customer elects not to provide 500, 700, 900, Toll Free Access Service or FGD terminating PIU factors, the Telephone Company, where the jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. For originating access minutes, the projected interstate percentage will be developed on a monthly basis by end office when the ATAXXX or Feature Group D, 500, 700, 900 or Toll Free Access Service access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction.

For terminating access minutes including Directory Assistance Service, the data used by the Telephone Company to develop the projected interstate percentage for originating access minutes will be used to develop projected interstate percentage for such terminating access minutes. When originating call details are insufficient to determine the jurisdiction for the call, the customer shall supply the projected interstate percentage or authorize the Telephone Company developed percentage. This percentage shall be used by the Telephone Company as the interstate percentage for such call detail. The Telephone Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating access minutes calculated by the Telephone Company from 100 (100 - Telephone Company calculated projected interstate percentage = intrastate percentage) as the projected intrastate percentage of use.

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2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.14 Jurisdictional Report Requirements (Cont'd)

(A) Jurisdictional Reports (Cont'd)

All Switched Access DNAL BSA rates and charges will be apportioned by the Telephone Company between interstate and intrastate based upon the PIU provided by the customer. Rules and regulations for PIUs for Access Line and Access Trunk Arrangements are set forth in Section 2.3.14 following.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.14 Jurisdictional Report Requirements (Cont'd)(A) Jurisdictional Reports (Cont'd)(5) Reserved for Future Use

- (6) (a) Except where Telephone Company measured access minutes are used as set forth in (4) preceding, the customer reported or interstate percentage of use as set forth in (1), (4), or (7) preceding will be used until the customer reports in writing a different number of lines or trunks or a different projected interstate percentage for an in service end office interstate use. The revised report will serve as the basis for future billing and will be effective on the next bill date. No prorating or back billing will be done based on the report.
- (b) Pursuant to Federal Communications Commission order FCC 85-145 adopted April 16, 1985 interstate usage is to be developed as though every call that enters a customer network at a point within the same state as that in which the called station (as designated by the called station number) is situated is an

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.14 Jurisdictional Report Requirements (Cont'd)(A) Jurisdictional Reports (Cont'd)

## (6) (b) (Cont'd)

intrastate communication and every call for which the point of entry is a state other than that where the called station (as designated by the called station number) is situated is an interstate communication.

- (c) The customer shall provide in writing to the Telephone Company the Percent Interstate Usage (PIU) no more than once every three months. At the customer's option, the PIU provided can be on a state or LATA basis as described in 2.3.14(A) (1), (2) and (3), preceding. When submitting the PIU, the customer will, upon request from the Telephone Company, include a summary sheet explaining how the PIU was determined. The customer should calculate its PIU based on the call detail records it uses to bill its customers. The customer may use a reasonable sampling method. If the customer uses data for less than one month to determine the PIU given to the Telephone Company, the supporting summary sheet should explain why less than one month's data has been used and whether the data provided is that which the customer uses to make its internal traffic forecasts and networking decisions. They must explain to the Telephone Company why and if they use the same data for their billing purposes. When a revised PIU varies by more than five percentage points from the last reported PIU, the summary sheet should include an explanation. The customer shall retain for six months the data used in calculating the PIU given to the Telephone Company. Adjustment factors may be applied in the calculation of PIUs only if the factor has been objectively determined based on statistically reliable, Nevada specific data.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.14 Jurisdictional Report Requirements (Cont'd)(7) Entrance Facilities (EF), Expanded Interconnection Service Channel Termination (EISCT), Direct Trunked Transport (DTT) and Tandem Switched Transport

- (a) When a customer orders a new Entrance Facility and/or Direct Trunked Transport for the provision of Switched Access lines or trunks, the customer shall provide in writing a single PIU factor known as a Facility PIU, to the Telephone Company, that will be used for the billing related to provisioning of nonrecurring charges as well as monthly recurring rates associated with those facilities.
- (b) Unassigned channels of the Entrance Facility, EISCT or Direct Trunked Transport will reflect the Facility PIU provided by the customer as described in (7) (a) preceding. The Telephone Company will accept the facility PIU in writing as described in (A) (6) (C) preceding or will accept a PIU as provided on the access service request. In the event the customer provides both a Facility PIU in writing and a stated PIU on the access service request, the PIU provided in writing will take precedence.
- (c) When a customer orders Switched Access lines or trunks, in conjunction with Entrance Facilities or EISCT and Direct Trunked Transport, the PIU factor as escribed in (A) (1), (4) and (7) (a&b) preceding will apply.
- (d) When a customer orders Switched Access Services that are routed through an access tandem, the PIU will reflect the PIU factor as described in (A) (1), (4) and (7).
- (e) Switched Access lines or trunks which terminate in an End Office of another Exchange Telephone Company, and are assigned to an Entrance Facility, EISCT or Direct Trunked Transport, will reflect the PIU factor as described in (1) and (7) (a) preceding.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.14 Jurisdictional Report Requirements (Cont'd)(B) Jurisdictional Report Verification

If the Telephone Company disputes the reasonableness of the PIU provided as described in (A)(6) above or a regulatory commission questions the projected interstate percentage, the Telephone Company will ask the customer to provide the data as described in (A)(6) above that the customer used to determine the projected interstate percentage. The customer shall supply the data within 15 days of the Telephone Company request. The customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and upon request of the Telephone Company make the records available for inspection as reasonably necessary for purposes of verification of the percentages.

If the Telephone Company wishes to audit a PIU it must request an audit within six months of having received the PIU. The audit would be limited to examination of billing tapes used in calculating the PIU and verification that the tapes accurately represent the carrier's traffic.

(C) Maintenance of Customer Records

For purposes of determining PIU, every call that enters a customer switched network at a point within the same state as that in which the called station (as designated by the called station number) is situated, is an intrastate communication, and every call for which the point of entry to the customer switched network is in a state other than that where the called station (as designated by the called station number) is situated is an interstate communication.

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## 2. General Regulations (Cont'd)

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

#### 2.3.15 Determination of Interstate Charges for Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate Access Service is provided, all charges (i.e., nonrecurring, monthly and/or usage) including optional features charges, will be prorated between interstate and intrastate. Monthly recurring charges and nonrecurring charges for FGD will be billed based upon an aggregate percent of interstate use (PIU) determined from all traffic for that end office or tandem, as set forth in Section 2.3.14 preceding. The percentage provided in the reports as set forth in 2.3.14(A) preceding will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as interstate is applied in the following manner:

- (A) For monthly and nonrecurring chargeable rate elements, multiply the percent interstate use times the quantity of chargeable elements times the stated tariff rate per element.
- (B) For usage sensitive chargeable rate elements, multiply the percent interstate use times actual use (i.e., measured or Telephone Company assumed average use) times the stated tariff rate.

The interstate percentage will change as revised usage reports are submitted as set forth in 2.3.14 preceding.

#### 2.3.16 Certification of Special Access Services As Interstate

##### (A) Interstate Classification Requirement

Pursuant to Federal Communications Commission Order FCC 89-224 adopted June 29, 1989 and released July 20, 1989, Special Access Services are to be classified as interstate when the services carry more than a de minimis amount of interstate traffic. Interstate traffic is deemed de minimis when the interstate traffic amounts to ten percent (10%) or less of the total traffic on a Special Access Service.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.16 Certification of Special Access Services As Interstate  
(Cont'd)(B) Certification Requirement

When a customer orders a new Special Access Service the customer shall certify, in its order, that the Special Access Service carries interstate traffic and the interstate traffic is more than ten percent (10%) of the total traffic carried on the Special Access Service.

For existing Special Access services, or at any time the customer issues an order to change, rearrange, add or disconnect Special Access services to its existing network, or rearranges its network in any way that would affect the jurisdiction of traffic over its network, it is the responsibility of the customer to estimate the jurisdictional usage of each Special Access Service to determine if the traffic is more than 10% of the total traffic on that service.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.16 Certification of Special Access Services As Interstate (Cont'd)(B) Certification Requirement

- If the customer's estimate of interstate traffic of the service involved constitutes 10% or less of the total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of the appropriate intrastate tariff. The customer must certify to the Telephone Company this change of jurisdiction via a service order. A change of jurisdiction is considered an administrative change and no charge shall apply, as set forth in Section 7.2.2 following.
- If the customer determines within ninety (90) days of the effective date of this revision that the estimate of interstate traffic on a Special Access contract arrangement constitutes 10% or less of the total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of the appropriate intrastate tariff. The customer must certify to the Telephone Company this change of jurisdiction via a service order. A change of jurisdiction is considered an administrative change and no charge shall apply, as set forth in Section 7.2.2 following. In addition, no Termination Liability Charge shall apply to the interstate contract arrangement due to a change of jurisdiction.
- If the customer's estimate of interstate traffic on the service involved constitutes more than 10% of the total traffic on that service, the service will be provided in accordance with the applicable rules and regulations of this tariff.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.16 Certification of Special Access Services As Interstate  
(Cont'd)(C) Verification Information

If a billing dispute arises or a regulatory commission questions the interstate certification for the Special Access Service, the Telephone Company will ask the customer to provide the general information on system design and functionality it uses to determine that the Special Access Service interstate traffic is more than ten percent (10%) of the total traffic carried on the Special Access Service. If the customer has usage information or usage studies which it uses to verify the interstate traffic, the customer shall supply the studies when requested by the Telephone Company not to exceed once per year. The customer shall supply the data within 30 days of the Telephone Company request.

2.3.17 VoIP - PSTN Traffic

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

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

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

There is a proven history of late payments or the customer has not demonstrated established credit. A proven history of late payments is defined as 2 or more occasions within the preceding 12 months in which payment(s) for the undisputed charges of that month's total billings (sum of all bills sent in that month for all accounts for all services provided under this tariff by the Telephone Company) was

- (1) not received within 3 business days following the payment due date and
- (2) the payment(s) not received within 3 business days represented at least 10% of the month's total billings for all accounts for all services provided under this tariff by the Telephone Company.

Example for January 2005 billings:

Assume:

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

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

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

Disputed billed amounts for the sake of this section are disputed via the process outlined in 2.4.1(B) (3) (c), (d) and (e).

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

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## 2. General Regulations (Cont'd)

### 2.4 Payment Arrangements and Credit Allowances

#### 2.4.1 Payment of Rates, Charges and Deposits

##### (A) (Cont'd)

The Telephone Company will provide the customer written notice by Overnight Delivery as described in 2.1.8(A) if a deposit is required under this section. The customer must pay the two-month deposit within 15 business days following the date the written notice is sent to the customer. Such notice period will begin the day after the notice is sent. If the customer fails to pay the deposit by the due date, as described above, the Telephone Company may send the customer a written notice by Overnight Delivery stating that if the deposit is not received within 15 calendar days of the original deposit due date, the Telephone Company may take any or all of the actions specified in Section 2.1.8(A).

Simple interest at a rate set forth in 2.4.1(A)(1) following will accrue on cash deposits. Simple interest will be applied for the number of days from the date the customer deposit is received by the Telephone Company to and including the date such deposit is credited to the customer's account or the date the deposit is refunded by the Telephone Company.

The cash deposit will be returned, with any accrued, uncredited interest within 15 business days of when a customer with a history of late payments or no established credit history demonstrates a one-year prompt payment record (undisputed billed balances are paid within the bill payment requirements outlined in 2.4.1(B)(3)(a)).

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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

(A) (Cont'd)

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

(1)

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

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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

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## 2. General Regulations (Cont'd)

### 2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

(B) The Telephone Company shall bill on a current basis all charges incurred by and credits due to the customer under this tariff attributable to services including, but not limited to, Maintenance of Service as set forth in 13.3.1 following, established or discontinued during the preceding billing period. In addition, the Telephone Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears. The bill day (i.e., the billing date of a bill for Access Service under this tariff, the period of service each bill covers and the payment date will be as follows:

- (1) For End User Access Service and Presubscription, the Telephone Company will establish a bill day each month for each end user account. The bill will cover End User Access Service charges for the ensuing billing period except for End User Access Service for the Federal Government which will be billed in arrears. Any applicable presubscription charges, any known unbilled charges for prior periods and any known unbilled adjustments for prior periods for End User Access Service and presubscription service will be applied to this bill. Such bills are due when rendered.
- (2) For Service other than End User Access Service, and Presubscription, the Telephone Company will establish a bill day each month for each customer account. The bill will cover non-usage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled non-usage-sensitive charges for prior periods and unbilled usage charges for the period after the last

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

(B) (Cont'd)

(2) (Cont'd)

bill day through the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due as set forth in (3) following. If payment is not received by the payment date, as set forth in (3) following, a late payment penalty will apply as set forth in (3) following.

- (3) (a) All bills dated as set forth in (2) preceding for service, other than End User Access Service and Presubscription, provided to the customer by the Telephone Company are due 31 days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein. If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, and a day when Washington's Birthday, Memorial Day is legally observed), payment for such bills will be due from the customer as follows:

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

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

(B) (Cont'd)

(3) (Cont'd)

- (b) Further, if any portion of the payment is received by the Telephone Company after the payment date as set forth in (a) preceding, then a late payment penalty shall be due to the Telephone Company. The late payment charge shall be calculated at 1.5% per month or portion thereof for the period from the due date until the payment is received.
- (c) In the event that a billing dispute occurs concerning any charges billed to the customer by the Telephone Company the following regulations will apply.
- (1) A good faith dispute requires the customer to provide a written claim to the Telephone Company. Instructions for submitting a dispute can be obtained by calling the billing inquiry number shown on the customer's bill. Such claim must identify in detail the basis for the dispute, the account number under which the bill has been rendered, the date of the bill and the specific items on the bill being disputed, to permit the Telephone Company to investigate the merits of the dispute.
  - (2) The date of the dispute shall be the date on which the customer furnishes the Telephone Company the account information required by Section 2.4.1(B) (3) (c) (1) above.
  - (3) The date of resolution shall be the date on which the Telephone Company completes its investigation of the dispute, notifies the customer in writing of the disposition and, if the billing dispute is resolved in favor of the customer, applies the credit for the amount of the dispute resolved in the customer's favor to the customer's bill.
  - (4) If the dispute is decided to be in favor of the Telephone company, then the resolution date will be the date upon which a written decision on this dispute is sent to the customer.

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

(B) (Cont'd)

(3) (Cont'd)

(c) (Cont'd)

In the event that a billing dispute concerning any charges billed to the customer by the Telephone Company is resolved in favor of the customer, any late payment charges collected on the disputed amount will be credited to the customer for each month or portion thereof that they were collected. In addition, if the customer disputes the billed amount and pays the total amount (i.e., the undisputed amount and the disputed amount) and the billing dispute is resolved in the favor of the customer, the customer will receive a credit for the disputed amount penalty from the Telephone Company. The disputed amount penalty shall be the disputed amount resolved in the customer's favor plus penalty interest as set forth in 2.4.1(B) (3) (b) preceding.

When a customer pays the total amount on or before the due date, and a dispute is filed within 90 days of the due date, the penalty interest period shall begin on the payment date. When a dispute is filed more than 90 days after the due date, the penalty interest period shall begin from the date of the dispute or the date of overpayment, whichever is later. The penalty interest period shall end on the date the Telephone Company pays the overpayment and associated disputed amount penalty to the customer's account.

The disputed amount penalty factor credited to the customer shall be calculated at 1.5% for each month or portion thereof for which the overbilling existed.

(d) In the event that a billing dispute concerning any charges billed to the Customer by the Telephone Company is resolved in favor of the Telephone Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in (b) preceding.

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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

(B) (Cont'd)

(3) (Cont'd)

(d) (Cont'd)

If the customer disputes the bill on or before the payment date, and pays the undisputed amount on or before the payment due date, the late payment charge for the disputed amount will start after the payment due date. The late payment charge will continue to accrue until payment is received by the Telephone Company.

If the customer disputes the bill after the payment due date, and pays the undisputed amount after the payment due date, the late payment charge for the disputed amount shall begin on the payment due date.

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## 2. General Regulations (Cont'd)

### 2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

- (C) Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or major fraction of days based on a s 30-day month. The Telephone Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill.
- (D) When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- (E) When more than one copy of a customer bill for services provided under the provisions of this tariff is furnished to the customer, an additional charge applies for each additional copy of the bill as set forth in 13.4 following.

#### 2.4.2 Minimum Periods

The minimum periods for which services are provided and for which rates and charges are applicable is one month except for those services set forth in 5.2.5(C), 7.2.4, 9.4(A) and 13.3.5(C) (1) (b), (c) and (d) following.

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

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

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## 2. General Regulations

### 2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### 2.4.2 Minimum Periods, (Cont'd)

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

#### 2.4.3 Cancellation of an Order for Service

Provisions for the cancellation of an Access Order or Planned Facilities order for Switched Access or Special Access service are set forth in 5.2.2(B), 5.2.3 and 5.4.5 following.

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## 2. General Regulations

### 2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### 2.4.4 Credit Allowance for Service Interruptions

##### (A) General

A service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this tariff, or in the event that the protective controls applied by the Telephone Company result in the complete loss of service by the customer as set forth in 6.5.1 following. An interruption period starts when an inoperative service is reported to the Telephone Company, and ends when the service is operative.

##### (B) When a Credit Allowance Applies

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

- (1) For Special Access Services other than Program Audio<sup>(1)</sup> and Video Services and for CCS/SS7 interconnection and Switched Transport Service, no credit shall be allowed for an interruption of less than 30 minutes. The customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the service for each period of 30 minutes or major fraction thereof that the interruption continues. The monthly charges used to determine the credit shall be as follows.
  - (a) For two-point Special Access service, the monthly charge shall be the total of all the monthly rate element charges associated with the service (i.e., two (C) channel terminations, channel mileage and optional features and functions).

<sup>(1)</sup> Program Audio is discontinued and no longer available in this publication (see WC Dkt. 19-238).

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## 2. General Regulations

### 2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### 2.4.4 Credit Allowance for Service Interruptions (Cont'd)

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

###### (1) (Cont'd)

(b) For multipoint Special Access 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.)

(c) For multiplexed services (including Switched Transport Services), the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service that is inoperative. When the facility which is multiplexed or the multiplexer itself is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with the service (i.e., the channel termination, channel mileage or Direct Trunked Transport and optional features and functions, including the multiplexer on the facility to the Hub and the channel terminations, channel mileages or Direct Trunk Transport and optional features and functions on the individual 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 or end office (i.e., channel termination, channel mileage Direct Trunk Transport and optional features and functions).

(d) For Switched Transport Services, the monthly charge shall be the total of all the monthly rate element charges associated with the Service (i.e., Entrance Facility and Direct Trunked Transport).

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## 2. General Regulations

### 2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### 2.4.4 Credit Allowance for Service Interruptions (Cont'd)

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

- (2) For Program Audio<sup>(1)</sup> and Video Special Access Service, no credit shall be allowed for an interruption of less than 30 seconds. The customer shall be credited for an interruption of 30 seconds or more as follows:
- (a) For two-point services, when monthly rates are applicable, the credit shall be at the rate of 1/8640 of the monthly charges for the service for each period of 5 minutes or major fraction thereof that the interruption continues.
  - (b) For two-point services, when daily rates are applicable, the credit shall be at the rate of 1/288 of the daily charges for the service for each period of 5 minutes or major fraction thereof that the interruption continues.
  - (c) For multipoint services, when monthly rates are applicable, the credit shall be at the rate of 1/8640 of the monthly charges for all channel terminations, channel mileages and optional features and functions that are inoperative for each period of 5 minutes or major fraction thereof that the interruption continues.
  - (d) For multipoint services, when daily rates are applicable, the credit shall be at the daily rate of 1/288 of the daily charges for all channel terminations, channel mileages and optional features and functions that are inoperative for each period of 5 minutes or major fraction thereof that the interruption continues.

<sup>(1)</sup> Program Audio is discontinued and no longer available in this publication (see WC Dkt. 19-238).

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## 2. General Regulations

### 2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### 2.4.4 Credit Allowance for Service Interruptions (Cont'd)

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

##### (2) (Cont'd)

(e) For multipoint services, the credit for the monthly or daily charges includes the charges for the distribution amplifier only when the distribution amplifier is inoperative.

(f) When two or more interruptions occur during a period of 5 consecutive minutes, such multiple interruptions shall be considered as one interruption.

(3) For Switched Access Service, no credit shall be allowed for an interruption of less than 24 hours. The customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of (a) any applicable monthly rates and (b) the assumed minutes of use charge for each period of 24 hours or major fraction thereof that the interruption continues. However, in no case is a credit allowance applicable when the actual usage charge exceeds the minimum monthly charge in any one monthly billing period.

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## 2. General Regulations

### 2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### 2.4.4 Credit Allowance for Service Interruptions (Cont'd)

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

- (4) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the greatest of (a) any monthly rates or (b) the assumed minutes of use charge for the service in any one month billing.
- (5) For certain Special Access services (Wideband Digital, WD1-4; Digital Data Access, DA1-4; and High Capacity, HC1), any period during which the error performance is below that specified for the service will be considered as an interruption.
- (6) Service interruptions for Specialized Service or Arrangements provided under the provisions of 10. or 12. following shall be administered in the same manner as those set forth in this section (2.4.4) unless other regulations are specified with the individual case filing.

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

No credit allowance will be made for:

- (1) Interruptions caused by the negligence of the customer.
- (2) Interruptions of a service due to the failure of equipment or systems provided by the customer, or others.

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## 2. General Regulations

### 2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### 2.4.4 Credit Allowance for Service Interruptions (Cont'd)

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

- (3) Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated.
- (4) Interruptions of a service when the customer has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service, during the time that was negotiated with the customer prior to the release of that service. Thereafter, a credit allowance as set forth in (B) preceding applies.
- (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 Pacific Bell Telephone Company's TARIFF F.C.C. NO. 2 for Special Construction. The period for which no credit allowance is made begins on the seventh day after the customer receives the Telephone Company's written notification of the need for such replacement and ends on the day after receipt by the Telephone Company of the customer's written authorization for such replacement.
- (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.
- (7) Periods of temporary discontinuance as set forth in 2.2.2(B) preceding.
- (8) Periods of interruption as set forth in 13. following.
- (9) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.

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## 2. General Regulations

### 2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### 2.4.4 Credit Allowance for Service Interruptions (Cont'd)

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

(10) For audio connecting facilities and television connecting facilities no credit shall be allowed for an interruption of less than 30 seconds. The customer shall be credited for an interruption of 30 seconds or more at the rate of 1/8640 of the monthly charge for the facility for each 5 minutes or fraction thereof that an interruption continues.

Interruptions occurring during a period of 5 consecutive minutes shall be considered as one interruption. An interruption of either the audio or video portion of a television connecting facility shall be considered as an interruption of the facility if the customer releases the entire facility for investigating and clearing the troubles thereon.

##### (D) Use of an Alternative Service Provided by the Telephone Company

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

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

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

#### 2.4.5 Reserved for Future Use

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## 2. General Regulations

### 2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### 2.4.6 Reestablishment of Service Following Fire, Flood or Other Occurrence

##### (A) Nonrecurring Charges Do Not Apply

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

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

##### (B) Nonrecurring Charges Apply

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

#### 2.4.7 Title or Ownership Rights

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

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## 2. General Regulations

### 2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### 2.4.8 Access Services Provided By More Than One Telephone Company

- (A) When an Access Service is provided by more than one Telephone Company, the Telephone Companies involved will agree upon a billing, design and ordering arrangement which is consistent with the provisions contained in this section and the Ordering and Billing Forum Standards, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD). The Telephone Companies involved will mutually agree upon one of the billing methods as set forth in (1) and (2), following, based upon the interconnection arrangements between the Telephone Companies and the availability of measurement capability.

The Telephone Company will notify the customer which of the billing methods will be used. In addition, the Telephone Company will send written notification to the customer of a change in billing methods 30 days prior to such change. The customer will place the order for the services as set forth in 5.2.9, following, dependent upon the billing method.

ALA or Feature Group A (FGA) Switched Access Services will be billed as set forth in 2.4.8(A) (1), following.

ATA950, ATAXXX or Feature Group B, and Feature Group D (FGB and FGD) Switched Access, Special Access and Directory Assistance Services will be billed as set forth in 2.4.8(A) (2) (a) or 2.4.8(A) (2) (b), following.

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2. General Regulations

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Access Services Provided By More Than One Telephone Company  
(Cont'd)

(A) (Cont'd)

(1) Non Meet Point Billing

(a) Single Company Billing/Single Bill Option for  
ALA or Feature Group A (FGA) Service

The Telephone Company receiving the order from the customer, as specified in 5.2.9(A) (1), following will arrange to provide the service, determine the applicable charges and bill the customer for the entire service in accordance with its Access Services tariff.

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2.General Regulations

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Access Services Provided By More Than One Telephone Company  
(Cont'd)

(A) (Cont'd)

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2.General Regulations

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Access Services Provided By More Than One Telephone Company  
(Cont'd)

(A) (Cont'd)

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## 2. General Regulations

### 2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### 2.4.8 Access Services Provided By More Than One Telephone Company (Cont'd)

##### (A) (Cont'd)

##### (2) Meet Point Billing

Meet Point Billing is required when an access service is provided by multiple Telephone Companies for ATA950, ATAXXX or for Feature Groups B and D Switched Access Services, Directory Assistance and Special Access.

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

- The Initial Billing Company for ATA950, ATAXXX or Feature Groups B and D Switched Access Services is normally the end user's end office, for WATS usage the Initial Billing Company is normally the WATS serving office, for Directory Assistance the Initial Billing company is normally the Directory Assistance location. When the Initial Billing Company is other than the normally designated Telephone Company office, the Telephone Company will notify the customer.
- The Subsequent Billing Company(s) is any Telephone Company(s) in whose territory a segment of Local Transport is provided and/or

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## 2. General Regulations

### 2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### 2.4.8 Access Services Provided By More Than One Telephone Company (Cont'd)

##### (A) (Cont'd)

##### (2) Meet Point Billing (Cont'd)

where the customer's Point of Termination is located.

There are two Meet Point Billing Options - - Single Bill and Multiple Bill. The Single Bill option is the preferred method.

The Telephone Company must notify the customer of: (1) the Meet Point Billing Option that will be used, (2) the Telephone Company(s) that will render the bill(s) (3) the Telephone Company(s) to whom payment(s) should be remitted, and (4) the Telephone Company(s) that will provide the bill inquiry function. The Telephone Company shall provide such notification at the time that orders are placed for access service. Additionally, the Telephone Company shall provide this notice in writing 30 days in advance of any changes.

The Telephone Company that renders the bill - - the Bill Rendering Telephone Company - - will include on the access service bill, based upon Industry Standards, cross reference(s) to the other Telephone Company(s) service and the common circuit identifiers. Should a billing dispute arise, the terms and conditions of the Bill Rendering Telephone Company will apply.

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## 2. General Regulations

### 2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### 2.4.8 Access Services Provided By More Than One Telephone Company (Cont'd)

##### (A) (Cont'd)

##### (2) Meet Point Billing (Cont'd)

##### (a) Single Bill Option

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

##### (i) Single Bill/Multiple Tariff

Each Telephone Company will receive an order or a copy of the order from the customer as specified in 5.2.9(A) (2) and arrange to provide the service. Each Telephone Company will:

- determine all recurring and nonrecurring rates and charges of its access tariff;  
and
- communicate the application, rates and charges to the Bill Rendering Company.

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## 2. General Regulations

### 2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### 2.4.8 Access Services Provided By More Than One Telephone Company (Cont'd)

(A) (Cont'd)

##### (2) Meet Point Billing (Cont'd)

###### (a) Single Bill Option (Cont'd)

###### (i) Single Bill/Multiple Tariff (Cont'd)

The Bill Rendering Telephone Company will:

- determine and include all recurring and nonrecurring charges for each involved Telephone Company;
- identify each involved Telephone Company's charges separately on the bill;
- forward the bill to the customer; and
- advise the customer how to remit the payment, either directly to each Telephone Company involved in the provision of this meet point billed service; or, as a single payment made to the Bill Rendering Telephone Company. If payments are to be sent directly to the Bill Rendering Telephone Company, the non-bill rendering Telephone Company(s) will provide the customer with written authorization for the payment arrangement.

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2. General Regulations

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Access Services Provided By More Than One Telephone Company  
(Cont'd)

(A) (Cont'd)

(2) Meet Point Billing (Cont'd)

(a) Single Bill Option (Cont'd)

(ii) Single Bill/Pass-Through Billing

Each Telephone Company will receive an order or a copy of the order from the customer as specified in 5.2.9(A) (2) and arrange to provide the service. Each Telephone Company will:

- prepare its own bill;
- determine and include all recurring and nonrecurring rates and charges of its access tariff; and
- forward the bill to the Bill Rendering Telephone Company for the meet point billed access services.

The Bill Rendering Telephone Company will:

- apply usage data, when needed, to the bill and calculate the charges;

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## 2. General Regulations

### 2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### 2.4.8 Access Services Provided By More Than One Telephone Company (Cont'd)

(A) (Cont'd)

(2) Meet Point Billing (Cont'd)

(a) Single Bill Option (Cont'd)

(ii) Single Bill/Pass-Through Billing (Cont'd)

The Bill Rendering Telephone Company will:

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

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2. General Regulations

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Access Services Provided By More Than One Telephone Company  
(Cont'd)

(A) (Cont'd)

(2) Meet Point Billing (Cont'd)

(a) Single Bill Option (Cont'd)

(iii) Single Bill/Single Tariff

Each Telephone Company will receive an order or a copy of the order from the customer as specified in 5.2.9(A)(2) and arrange to provide the service. The Bill Rendering Telephone Company will:

- determine and include all recurring and nonrecurring charges of its access tariff; and
- forward the bill to the customer.

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

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2. General Regulations

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Access Services Provided By More Than One Telephone Company  
(Cont'd)

(A) (Cont'd)

(2) Meet Point Billing (Cont'd)

(b) Multiple Bill Option

Each Telephone Company will receive an order or copy of the order from the customer, as specified in 5.2.9 (A) (2). Each Telephone Company will be the Bill Rendering Telephone Company and will:

- prepare its own bill;
- determine and include all recurring and nonrecurring rates and charges of its access tariff;

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## 2. General Regulations

### 2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### 2.4.8 Access Services Provided By More Than One Telephone Company (Cont'd)

(A) (Cont'd)

##### (2) Meet Point Billing (Cont'd)

##### (b) Multiple Bill Option (Cont'd)

- bill in accordance with its access tariff; and
- forward the bill to the customer.

The customer will remit the payment directly to each Telephone Company that bills it.

##### (c) Determination of Meet Point Billed Local Transport, Directory Transport and Channel Mileage Charges

- (i) Determine the appropriate Local Transport or Channel Mileage by computing the number of airline miles between the Telephone Company premises (end office, access tandem or serving wire centers for Switched Access or serving wire centers for Special Access) using the V&H method set forth in 6.7.11, and 7.2.5 following.

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2. General Regulations

2.4 Payment Arrangements and Credit Allowances (Cont'd)

(A) (Cont'd)

(2) Meet Point Billing (Cont'd)

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

(ii) Determine the billing percentage (BP), as set forth in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4, which represents the portion of the service provided by each Telephone Company.

(iii) For ATA950, ATAXXX or for Feature Group B and D Switched Access Services using BP Method, (1) multiply the number of access minutes of use times the number of airline miles, as set forth in (i) preceding, times the BP for each Telephone Company, as set forth in (ii) preceding times the Local Transport Facility rate; (2) multiply the Local Transport Termination rate times the number of access minutes.

The Local Transport Termination rate is applied as set forth in 6.1.2(A), following.

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## 2. General Regulations

### 2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### 2.4.8 Access Services Provided By More Than One Telephone Company (Cont'd)

(A) (Cont'd)

(2) Meet Point Billing (Cont'd)

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

(iv) For Special Access using BP method, multiply the number of airline miles, as set forth in (i) preceding, times the BP for each Telephone Company, as set forth in (ii) preceding, times the Channel Mileage Facility rate. Add the Channel Mileage Termination rate.

(v) For Directory Assistance Service, multiply the Directory Transport rate times the number of directory assistance calls times the BP for each Telephone Company, as set forth in (ii) preceding.

(vi) When three or more Telephone Companies are involved in providing an Access Service, the intermediate Telephone Company(s) will determine the appropriate charges as set forth in (iii) and (iv) preceding, except the Local Transport Termination or Channel Mileage Termination rate does not apply.

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2. General Regulations

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Access Services Provided By More Than One Telephone Company  
(Cont'd)

(B)

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2. General Regulations

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Access Services Provided By More Than One Telephone Company  
(Cont'd)

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2. General Regulations

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Access Services Provided By More Than One Telephone Company  
(Cont'd)

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## 2. General Regulations

### 2.5 Connections

#### 2.5.1 General

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

#### 2.5.2 Standard Access Service Connections

Access Services are provided by means of wire, fiber optics, radio or any other suitable technology or a combination thereof. Special Access Service connections are made directly or through a Telephone Company Hub where bridging or multiplexing functions are performed. These connections can either be analog or digital.

#### 2.5.3 Expanded Interconnection Service

Expanded Interconnection Service provides a customer with space and associated requirements such as power and environmental conditioning within a Telephone Company serving wire center to locate certain fiber optic or microwave facilities and equipment, and a connection to certain Telephone Company provided services.

Expanded Interconnection Service will be provided subject to the regulations and rates and charges set forth in Section 18 following.

(This page filed under Transmittal No. 1 )



## 2. General Regulations (Cont'd)

### 2.6 Definitions

Certain terms used herein are defined as follows:

#### Access Code

The term "Access Code" denotes a uniform seven digit code assigned by the Telephone Company to an individual Customer. The seven digit code has the form 950-0XXX, 950-1XXX or 101XXXX.

#### Access Customer Name Abbreviation (ACNA)

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

#### Access Customer Terminal Location (ACTL)

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

#### Access Minutes

The term "Access Minutes" denotes that usage of exchange facilities in interstate or foreign service for the purpose of calculating chargeable usage. On the originating end of an interstate or foreign call, usage is measured from the time the originating end user's call is delivered by the Telephone Company to and acknowledged as received by the customer's facilities connected with the originating exchange. On the terminating end of an interstate or foreign call, usage is measured from the time the call is received by the end user in the terminating exchange. Timing of usage at both originating and terminating ends of an interstate or foreign call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating exchanges, as applicable.

#### Access Tandem

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

#### Access Tandem Network

The term "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 subtending end offices.

(This page filed under Transmittal No. 1 )

2.General Regulations (Cont'd)2.6 Definitions (Cont'd)Affiliate

The term "Affiliate", with respect to Interconnector, means (a) any corporation of other entity owning, either directly or indirectly, a majority of the outstanding stock of Interconnector (Parent), or (b) any corporation or other entity in which a majority of the ownership interest is held, either directly or indirectly, by Parent or Interconnector.

Agent

The term "Agent" denotes that person or persons who have legal authority to give the Telephone Company permission to place public and semi-public pay telephones on their premises, who have the authority to subscribe to the service, and who control access to or usage of the public or semi-public pay telephones.

Aggregator

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

Answer/Disconnect Supervision

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

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2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Attenuation Distortion

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

Authorized Traceback Group

A designee of the Telephone Company which it authorizes to issue Traceback Requests for traffic received by the Telephone Company. Telephone Company currently designates The USTelecom Industry Traceback Group or any successor organization to be an Authorized Traceback Group.

Balance (100 Type) Test Line

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

Bit

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

Business Day

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

Busy Hour Minutes of Capacity (BHMC)

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

(This page filed under Transmittal No. 1 )

## 2. General Regulations (Cont'd)

### 2.6 Definitions (Cont'd)

#### Call

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

#### Call-out

A customer required dispatch outside of normal business hours when a technician is not available for dispatch.

#### Carrier Identification Code

The term "Carrier Identification Code" denotes a three-digit code, unique to the interexchange carrier, which is used nationally by the Telephone Company to identify traffic and to facilitate its routing to the carrier based upon presubscription or dialed digits.

#### Cascading Service User

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

#### Cascading Shared Network Arrangement

The term "Cascading Shared Network Arrangement" denotes a service Offering whereby a Cascading Service User may connect subtending services to a Third Party Host's multiplexed DS1, DS3 or SONET service which is on a Shared Network Arrangement with a Host Subscriber, and the Telephone Company will undertake to main separate customer records and billing.

#### C Band

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

#### CCS

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

(This page filed under Transmittal No. 1 )

## 2. General Regulations (Cont'd)

### 2.6 Definitions (Cont'd)

#### Central Office

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

#### Central Office Prefix

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

#### Centralized Automatic Reporting on Trunks Testing

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

#### Channel(s)

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

#### Channel Service Unit

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

#### Clear Channel Capability

The term "Clear Channel Capability" denotes an arrangement that allows the customer to transport 1.544 Mbps of information through a DS1 with no constraint on the quantity or sequence of one (Mark) and zero (space) bits utilizing the Bipolar with Eight Zero Substitution (B8ZS) Method of providing bit sequence independence.

(This page filed under Transmittal No. 1 )

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Channelize

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

C-Message Noise

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

C-Notched Noise

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

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## ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Coin Station

The term "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

The term "Common Channel Signaling" denotes a switched communications network that allows call control messages from the voice and data network to be transferred on communications paths (out of band) separate from the voice and data communications.

Common Line

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

Communications System

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

Competitive County

The term "Competitive County" denotes the geographic unit of a county or county-equivalent that either is competitive pursuant to the F.C.C.'s competitive market test or was granted Phase II, Level 2 pricing flexibility prior to June 1, 2017.

<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. 581 (released Aug. 21, 2003) (*Triennial Review Order*), vacates, stays, remands, reconsiders, or rejects the portion of the Triennial Review Order requiring ILECs to permit commingling, the terms and conditions of this tariff authorizing commingling, which are identified with a footnote, shall cease to be effective as of the effective date of the Commission order or the issuance of the court's mandate. In that event, the Telephone Company will provide customers that have commingled UNE(s) and/or UNE Combination(s) with wholesale services obtained under this Tariff written notice that, within 30 days, customers must either convert such UNE(s) or UNE Combination(s) 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.

(This page filed under Transmittal No. 1 )

## 2. General Regulations (Cont'd)

### 2.6 Definitions (Cont'd)

#### Conventional Signaling

Conventional Signaling has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating end office. In this system, all of the dialed digits are received by the originating switching machine, a path is selected, and the sequence of supervisory signals and outputted digits is initiated. No overlap outputting ten digit ANI, ANI information digits, or acknowledgement wink are included in this signaling sequence.

#### Customers

The term "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 tariff, including both Interexchange Carrier (IC's) and End User.

#### Customer Access Billing System (CABS)

The term "Customer Access Billing System (CABS)" denotes a mechanized billing system which bills large and small interexchange customers for access to our local exchange network. These customers are billed from the access tariffs filed with the FCC and local PUCS.

#### Customer Record Information Systems (CRIS)

The term "Customer Record Information Systems (CRIS)" denotes a computer system which maintains a database of up-to-date customer information. The system can interface with other application systems requiring this type of information.

#### Data Base - 800 Access Service

Data Base 800 Access Service consists of regional data bases that contain call-processing information specified by 800 Access Service customers. The data base contains the customer record information necessary to perform carrier identification and 800 number translation.

#### Data Transmission (107 Type) Test Line

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

(This page filed under Transmittal No. 1 )



## 2. General Regulations (Cont'd)

### 2.6 Definitions (Cont'd)

#### Decibel

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

#### Decibel Reference Noise C-Message Weighting

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

#### Decibel Reference Noise C-Message Referenced to 0 (Zero)

The term "Decibel Reference Noise C-Message Referenced to "0" denotes noise power in "Decibel Reference Noise C-Message Weighting" referred to or measured at a zero transmission level point.

#### Detail Billing

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

#### Directory Assistance (Interstate)

The term "Directory Assistance" denotes the provision of telephone numbers by a Telephone Company operator when the operator location is accessed by a customer premises by sending the appropriate signals, i.e., off-hook, 411, 555-1212 or (NPA) 555-1212.

#### Directory Assistance Location (Interstate)

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

(This page filed under Transmittal No. 1 )

## 2. General Regulations (Cont'd)

### 2.6 Definitions (Cont'd)

#### Direct Trunked Transport

The term "Direct Trunked Transport" denotes a Switched Transport facility between a customer's premises serving wire center and an end office that provides a customer with dedicated switched access transport without routing through an access tandem.

#### Dual Tone Multifrequency Address Signaling

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

#### Echo Control

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

#### Echo Path Loss

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

#### Echo Return Loss

The term "Echo Return Loss" denotes a frequency weighted measure of return loss over the middle of the voiceband (approximately 500 to 2500 Hz), where talker echo is most annoying.

#### Effective 2-Wire

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

(This page filed under Transmittal No. 1 )

## 2. General Regulations (Cont'd)

### 2.6 Definitions (Cont'd)

#### Effective 4-Wire

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

#### End Office Switch

The term "End Office Switch" denotes a local Telephone Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to trunks. This includes Remote Line Locations served by a host central office in a different wire center.

#### End User

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

#### Entrance Facility

The term "Entrance Facility" denotes the transmission path between the customer's designated premises and the Service Wire Center where the customer would normally obtain local dial tone.

#### Entry Switch

See First Point of Switching

#### Envelope Delay Distortion

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

(This page filed under Transmittal No. 1 )

## 2. General Regulations (Cont'd)

### 2.6 Definitions (Cont'd)

#### Equal Level Echo Path Loss

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

#### Expected Measured Loss

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

#### Exchange

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

#### Exchange Access Signaling

The signaling system is used by end offices to transmit originating information and address digits to the customer's premises and which includes the means of verifying the receipt of these address digits. Features of this system include overlap outpulsing, identification of the ten-digit telephone number of the calling party, and acknowledgement wink supervisory signals.

(This page filed under Transmittal No. 1 )

## 2. General Regulations (Cont'd)

### 2.6 Definitions (Cont'd)

#### Expanded Interconnection Service

The term "Expanded Interconnection Service" denotes provisioning necessary to accommodate a fiber optic or microwave connection within the Telephone Company serving wire center between Telephone Company provided switched or High Capacity Special Access Services and Interconnector-provided facilities and equipment.

#### Extended Area Service

(See definition of Exchange)

#### Facility Percent Interstate Usage (PIU)

The Percent Interstate Usage (PIU) is used to apportion non-recurring and recurring monthly rates and charges associated with Switched Access Facilities Entrance Facilities (EF), Expanded Interconnection Service Channel Termination (EISCT), Direct Trunked Transport (DTT) or Tandem Switched Transport (TST) and the EISCT between jurisdictions.

#### Field Identifier

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

#### First Come - First Served

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

(This page filed under Transmittal No. 1 )

## 2. General Regulations (Cont'd)

### 2.6 Definitions (Cont'd)

#### First Point of Switching

The term "First Point of Switching" denotes the first Telephone Company location at which switching occurs on the terminating path of a call proceeding from the customer premise 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 premise.

#### Frequency Shift

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

#### Grandfathered

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

#### Host Central Office

The term "Host Central Office" denotes an electronic switching unit containing the central call processing functions which serve the Host Central Office and its Remote Line Locations.

#### Host Subscriber

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

#### Hub

The term "Hub" denotes a Telephone Company designated serving wire center at which bridging or multiplexing functions are performed.

#### IC

See Interexchange Carrier

#### ICB

See Individual Case Basis

(This page filed under Transmittal No. 1 )

## 2. General Regulations (Cont'd)

### 2.6 Definitions (Cont'd)

#### Impedance Balance

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

#### Impulse Noise

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

#### Individual Case Basis

The term "Individual Case Basis" denotes a condition in which the rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case. Terms and conditions of each offering may include a Termination Charge.

#### In-Line Filter

An In-Line Filter is a low pass filter that allows flow through of the voice band frequencies up to 4 kilohertz.

#### Inserted Connection Loss

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

(This page filed under Transmittal No. 1 )

## 2. General Regulations (Cont'd)

### 2.6 Definitions (Cont'd)

#### Interconnection Chamber

The term "Interconnection Chamber" denotes a location in the Telephone Company serving wire center served by an Interconnector's fiber optic cable or microwave facilities as specified in Section 18 following.

#### Interconnection Charge

The term "Interconnection Charge" denotes the charge applies to all access customers that interconnect with the Telephone Company's switched access service.

#### Interconnector

The term "Interconnector" denotes any individual, partnership, association, joint-stock company, trust corporation or other entity who provides fiber optic and associated facilities or microwave facilities for connection of its equipment, collocated in Telephone Company serving wire center(s), to certain Nevada Bell Switched or Special Access Services.

#### Interexchange Carrier (IC) or Interexchange Common Carrier

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

#### Intermodulation Distortion

The term "Intermodulation Distortion" denotes a measure of the nonlinearity of a channel. It is measured using four tones, and evaluating the ratios (in dB) of the transmitted composite four-tone signal power to the second-order products of the tones (R2), and the third-order products of the tones (R3).

#### Internet Protocol (IP) Dedicated Access Connection

Denotes a dedicated high speed connection such as; High Speed (384 Kbps or higher download speed) Cable Modem, DSL Line, Dedicated T1 to the internet, Dedicated DS3 to the internet or other dedicated IP private line.

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

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

(This page filed under Transmittal No. 1 )



2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Internet Protocol (IP) Enabled Voice Information Service (IP-VIS)

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

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

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

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

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

IP Enabled Voice Information Service (IP-VIS) Traffic

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

IP Enabled Voice Information Service (IP-VIS) User

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

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

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

Internet Protocol (IP) Gateway

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

Internet Protocol (IP) Network

Denotes a network that carries traffic in Internet Protocol on an IP Dedicated Access Connection between the IP-VIS User Site and the IP Gateway and does not change the protocol to any other protocol between the IP-VIS User Site and the IP Gateway.

(This page filed under Transmittal No. 1 )

## 2. General Regulations (Cont'd)

### 2.6 Definitions (Cont'd)

#### Interstate Communications

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

#### Intrastate Communications

The term "Intrastate Communications" denotes any communications within Nevada subject to oversight by the Public Service Commission of Nevada as provided by the laws of the State of Nevada.

#### L Band

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

#### Line-Side Connection

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

#### Local Access and Transport Area

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

#### Local Calling Area

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

#### Local Tandem Switch

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

(This page filed under Transmittal No. 1 )

## 2. General Regulations (Cont'd)

### 2.6 Definitions (Cont'd)

#### Loop Around Test Line

The term "Loop Around Test Line" denotes an arrangement utilizing a Telephone Company Central office which to provide a means for making two-way transmission tests on a manual basis. This arrangement has two 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.

#### Loss Deviation

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

#### Maritime Radio Common Carriers (MRCCs)

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

#### Major Fraction Thereof

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

#### Message

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

#### Milliwatt (102 Type) Test Line

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

(This page filed under Transmittal No. 1 )

## 2. General Regulations (Cont'd)

### 2.6 Definitions (Cont'd)

#### Modification of Final Judgement (MFJ)

The term "Modification of Final Judgement" (MFJ) denotes the consent decree approved by the U.S. District Court in United States versus Western Electric 552 F. Supp. 171 (To D.C. 1982).

#### Network Control Signaling

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

#### Network Management Controls

The term "Network Management Controls" denotes the type of controls that the Telephone Company may need to implement when a substantial number of 900 calls are expected during a short period of time. The Telephone Company will work cooperatively with the customer to implement these controls.

#### 900 Call Blocking

The term "900 Call Blocking" denotes the Telephone Company's central office call blocking service that allows the Telephone Company's residential and business subscribers to block access to all directly-dialed, the Telephone Company's operator assisted, and the Telephone Company's operator entered billing to Nevada 900 programs within Nevada and to all Interexchange Carrier 900 calls originating within the Telephone Company's service area.

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

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

#### Non-Competitive County

The term "Non-Competitive County" denotes the geographic unit of a county or county-equivalent that neither is competitive pursuant to the F.C.C.'s competitive market test nor was subject to Phase II, Level 2 pricing flexibility prior to June 1, 2017.

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

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

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

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

(This page filed under Transmittal No. 1 )

## 2. General Regulations (Cont'd)

### 2.6 Definitions (Cont'd)

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

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

#### Non-Primary Residential EUCL

The term "Non-Primary Residential EUCL" denotes each additional local exchange line provided to a specific end user at the same premises as the primary residential line.

#### Nonsynchronous Test Line

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

#### North American Numbering Plan

The term "North American Numbering Plan" denotes a ten-digit code consisting of two parts: a three-digit area (Numbering Plan Area) code and a seven-digit telephone number which in turn is made up of a three-digit Central Office code plus a four-digit station number.

#### Off-hook

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

#### Off Net End User

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

#### On-hook

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

#### Open Circuit Test Line

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

#### Originating Direction

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

(This page filed under Transmittal No. 1 )

## 2. General Regulations (Cont'd)

### 2.6 Definitions (Cont'd)

#### Overlap Outpulsing

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

#### OZZ

The term "OZZ" specifies the trunk group at the tandem switch over which a call is routed.

#### Pay Telephone

The term "Pay Telephone" denotes access line service available to payphone service providers for use by the general public for public convenience and necessity.

In some instances, pay telephones may be screened to provide restrictions in service (e.g., Charge-a-Call, Inmate Services).

#### Peaked Services

The term "Peaked Services" denotes a service that will produce a substantial call volume during a short period of time (e.g., media stimulated events) that may cause excessive network congestion.

#### Phase Jitter

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

#### Point of Termination

The term "Point of Termination" denotes the point of demarcation, within a customer designated premises at which The Telephone Company's responsibility for the provision of Access Service ends, and the customers responsibility begins. This term is not to be limited to one building but applies as well to a complex or campus-type configuration of buildings.

(This page filed under Transmittal No. 1 )

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Premises

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

Presubscribed Interexchange Carrier Charge (PICC)

The term "Presubscribed Interexchange Carrier Charge" (PICC) denotes a charge billed on monthly basis to the interexchange carrier to whom the end user's Multiline Business access line is presubscribed. In the event the end user does not have a presubscribed interexchange carrier, the Multiline Business PICC will be billed directly to the end user.

Primary Exchange Carrier

The term "Primary Exchange Carrier" denotes the Local Exchange Telephone Company in whose exchange a customer's first point of switching is located.

Primary Residential EUCL

The term "Primary Residential EUCL" denotes the initial local exchange line provided to a specific customer at a specific customer premises.

Prime Service Vendor

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

Query

The term "Query" denotes a message delivered from a Service Switching Point (SSP) which causes a signaling message to be issued to request processing instructions or service data contained in a centralized database.

Radio Common Carriers (RCCs)

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

(This page filed under Transmittal No. 1 )

## 2. General Regulations (Cont'd)

### 2.6 Definitions (Cont'd)

#### Registered Equipment

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

#### Remote Switching Modules and/or Remote Switching Systems

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

#### Return Loss

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

#### Secondary Channel

The term "secondary channel" denotes a second totally independent, lower speed channel operating in parallel with the primary channel of a Digital Data Access Service circuit.

#### Secondary Exchange Carrier

The term "Secondary Exchange Carrier" denotes the Local Exchange Telephone Company in whose exchange a customer's end office is located and where that end office is not the customer's first point of switching.

(This page filed under Transmittal No. 1 )



## 2. General Regulations (Cont'd)

### 2.6 Definitions (Cont'd)

#### Service Control Point

The term "Service Control Point" denotes the node in the SS7 network where several independent data base applications receive and respond to SS7 queries.

#### Service Management System

The term "Service Management System" (SMS) denotes the primary Toll Free Access Service system that interfaces between the regional SCPs and Toll Free Access Service providers order entry centers and/or systems. The primary function of the SMS is to administer Toll Free records in the SCPs that involve service provisioning, maintenance network administration and management.

#### Service Switching Point

The term "Service Switching Point" (SSP) denotes a switch which recognizes Toll Free calls and suspends them in order to query the Toll Free database using SS7 for routing instructions for the Toll Free call.

#### Service User

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

#### Serving Wire Center

The term "Serving Wire Center" denotes the wire center that normally serves the customer's premises and is designated as such for the purpose of measuring mileage.

#### Seven Digit Manual Test Line

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

#### Shared Network Arrangement

The term "Shared Network Arrangement" denotes a service offering whereby a Service User may connect subtending services to a Host Subscriber's multiplexed DS1, DS3 or SONET service, and the Telephone Company will undertake to maintain separate customer records and billing.

#### Short Circuit Test Line

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

(This page filed under Transmittal No. 1 )

## 2. General Regulations (Cont'd)

### 2.6 Definitions (Cont'd)

#### Signal-to-C-Notched Noise Ratio

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

#### Singing Return Loss

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

#### Special Order

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

#### Signaling Point of Interface

The term "Signaling Point of Interface" denotes the interface point between the Telephone Company and its access customer for purposes of exchanging SS7 signaling messages for Common Channel Signaling.

#### Signaling System Seven

The term "Signaling System Seven" denotes an international standard packet protocol, accepted by the International Telegraph and Telephone Consultative Committee (CCITT) and the American National Standards Institute (ANSI) for use with Common Channel Signaling.

#### Signaling Transfer Point

The term "Signaling Transfer Point" denotes a specialized packet switch which provides CCS network access and performs CCS message routing and screening.

#### Storage Area Network (SAN)

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

(This page filed under Transmittal No. 1 )

## 2. General Regulations (Cont'd)

### 2.6 Definitions (Cont'd)

#### Subcontractor

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

#### Subtending End Office of an Access Tandem

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

#### Switching Point Code

The term "Switching Point Code" denotes a nine character numeric code that identifies a switch that is supported by SS7 signaling.

#### Switching System

The term "Switching System" denotes the hardware and/or software utilized by the Telephone Company for the establishment and maintenance of a given central office.

#### Synchronous Test Line

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

#### Tandem Switched Transport

The term "Tandem Switched Transport" denotes a common transmission path from end offices to the Access Tandem and Tandem Switching.

#### Termination Charge

The term "Termination Charge" denotes a charge that is applicable should a customer discontinue Special Construction, Specialized Service or Arrangement or service developed on an Individual Case Basis, prior to the expiration of its termination liability period. This charge is computed at the time of discontinuance and in no case will it exceed the maximum termination liability (charge) which was agreed to by the customer at the time the Special Construction, Specialized Service or Arrangement or service developed on an Individual Case Basis, was undertaken.

(This page filed under Transmittal No. 1 )

## 2. General Regulations (Cont'd)

### 2.6 Definitions (Cont'd)

#### Terminating Direction

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

#### Third Party Host

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

#### Toll Free Access Service

The term Toll Free Access Service denotes an originating service which provides a Toll Free Access Service customer identification function and optional features based on the dialed number at Telephone Company SSPs and SCPs. Toll Free Access Service calls are free to the originating end user and are characterized by specifically dedicated orders. Toll Free Access Service currently includes the following codes: 800 and 888.

#### Traceback Request

A request for information from the Customer about traffic which it has sent to the Telephone Company and which traffic is reasonably believed by the Telephone Company to be unlawful and abusive traffic, and which request requires a response indicating whether the Customer is the Originating Provider or whether Customer received the calls from another voice provider.

#### Transmission Measuring (105 Type) Test Line/Responder

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

#### Transmission Path

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

#### Trunk

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

#### Trunk Circuit Identification Code

The term "Trunk Circuit Identification Code" denotes the number assigned to each switched trunk, to identify it to the SS7 signaling system.

#### Trunk Group

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

(This page filed under Transmittal No. 1 )

## 2. General Regulations (Cont'd)

### 2.6 Definitions (Cont'd)

#### Trunk-Side Connection

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

#### Two-Wire to Four-Wire Conversion

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

### **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)

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

The Uniform Service Order Code listing is as follows:

- If one USOC is listed, this USOC is used in CABS and CRIS,
- If two USOCs are listed, the first USOC is used in CABS and the second is used in CRIS,
- If there are more than two USOCs listed, a footnote has been inserted to describe which USOCs are used by CABS and which are used by CRIS.

<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. 581 (released Aug. 21, 2003) (*Triennial Review Order*), vacates, stays, remands, reconsiders, or rejects the portion of the Triennial Review Order requiring ILECs to permit commingling, the terms and conditions of this tariff authorizing commingling, which are identified with a footnote, shall cease to be effective as of the effective date of the Commission order or the issuance of the court's mandate. In that event, the Telephone Company will provide customers that have commingled UNE(s) and/or UNE Combination(s) with wholesale services obtained under this Tariff written notice that, within 30 days, customers must either convert such UNE(s) or UNE Combination(s) 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.

(This page filed under Transmittal No. 1 )

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)V and H Coordinates Method

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

WATS Serving Office

The term "WATS Serving Office" denotes a Telephone Company designated serving wire center where switching, screening and/or recording functions are performed in connection with the closed-end of WATS or WATS-type services.

Wide Area Network Physical Transport (WAN-PHY)

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

Wire Center

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

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