

ACCESS SERVICE

2. General Regulations

2.1 Undertaking of the Telephone Company

2.1.1 Scope

- (A) The Company does not undertake to transmit messages under this tariff.
- (B) The Company shall be responsible only for the installation, operation and maintenance of the services which it provides.
- (C) The 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 Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.

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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 not 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 Company is required prior to such assignment or transfer which, after such acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

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

(B) The installation, use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, and shall be subject to the regulations set forth in Section 13.3.2(b), Telecommunications Service Priority (TSP) System.

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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, where a shortage of facilities or equipment exists at any time, either for temporary or protracted periods, the services offered herein will be provided to customers on a first-come first served basis. First-come first-served shall be based upon the received time and date stamped by the Company on complete and accurate customer orders which allow the Company to initiate its ordering process. Inaccurate or incomplete customer orders shall not be deemed to have been received until such time as the customer corrects such inaccuracies and/or omissions. The customer shall not be penalized for any delay in the Company review process beyond 24 hours of receipt. Once having been advised of the errors and/or omissions any delay in correction on the part of the customer shall be added to the received time.

2.1.3 Liability

- (A) The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claimor suit, by a Customer or by any others, for damages associated with the preemption installation, provision, termination, maintenance, repair or restoration of service, and subject to the provisions of (B) through (H) following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due to the Customer under this tariff as a Credit Allowance for a Service Interruption.
- (B) The 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 Company for its own act or omission hold liable any other carrier or Customer providing a portion of a service.
- (C) Reserved for future use.

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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 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 Company's negligence.
- (E) The Company shall be indemnified, defended and held harmless by the IC or End User against any claims, loss or damage arising from the 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 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.
- (F) The 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 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.

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2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

- (G) The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from any and all claims by any person relating to such customer's use of services so provided.
- (H) No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The 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) Where an Exchange Telephone Company that jointly provides access service with the Company is incapable of denying such service in compliance with its tariff without the cooperation of the Company, the Company will assist that Exchange Telephone Company in denying joint access service to the customer as long as that Exchange Telephone Company indemnifies, defends and holds harmless the Company from and against any and all liability, loss, damages, costs, claims or expenses of any kind arising out of the Company's assistance in the denial of service. Service denial for such joint service will only include calls which originate or terminate within, or transit, the operating territory of the Exchange Telephone Company (Companies) initiating the service denial.

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2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

(I) (Cont'd)

The 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 Company, acts of God and other circumstances beyond the Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in 2.4.4 following.

2.1.4 Provision of Services

The Company, to the extent that such services are or can be made available with reasonable effort, and after provision has been made for the 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.

2.1.5 Installation and Termination of Services

The 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 Company's outside distribution network facilities at a suitable location inside a Customer-designated premises and (B) will be installed by the Company to such Point of Termination. Wire, required within a building to extend Access Service facilities, will be provided, at the Customer's request, on a time sensitive charge basis. The labor rates for the installation of such wire are the same as those set forth in Section 13.

2.1.6 Maintenance of Services

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

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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 FCC Part 68 regulations at 47 C.F.R. S68.110(b), the Company may, where such action is reasonably required in the operation of its business, (A) substitute, change or rearrange any facilities used in providing service under this tariff, including but not limited to, (1) substitution of different metallic facilities, (2) substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities and (3) substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities, (B) change minimum protection criteria, (C) change operating or maintenance characteristics of facilities or (D) change operations or procedures of the Company. In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as set forth in Sections 6 and 7 following. The 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 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 Company will work cooperatively with the customer to determine reasonable notification procedures.

2.1.8 Discontinuance and Refusal of Services

- (A) Unless the provisions of 2.2.1 (B) or 2.5 following apply, if the Customer fails to comply with 2.1.6 preceding or 2.2.2, 2.3.1, 2.3.4, 2.3.5 or 2.4 following, including any payments to be made by it on the dates or at the times herein specified, the Company may, on thirty (30) days written notice by Certified U.S. Mail to the person designated by the Customer to receive such notices of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service for the non-complying customer at any time thereafter.

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2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Discontinuance and Refusal of Services (Cont'd)

(A) (Cont'd)

If the Company does not refuse additional applications for service on the date specified in the thirty (30) days notice, and the Customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service to the noncomplying customer without further notice.

(B) Unless the provisions of 2.2.1(B) or 2.5 following apply, if a Customer fails to comply with 2.1.6 preceding or 2.2.2, 2.3.1, 2.3.4, 2.3.5 or 2.4 following, including any payments to be made by it on the dates and times herein specified, the Company may, on thirty (30) days written notice by Certified U.S. Mail to the person designated by that Customer to receive such notices of noncompliance, discontinue the provision of the services to the non-complying customer involved at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and the Customer's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to the non-complying customer without further notice.

(C) If the National Exchange Carrier Association, Inc. (NECA) notifies the Company that the Customer has failed to comply with Section 8 of the NECA Tariff F.C.C. No 5 (Lifeline Assistance and Universal Service Fund charges), including any Customer's failure to make payments on the date and times specified therein, the Company may, on thirty days' written notice to the Customer by Certified U.S. Mail, take any of the following actions: (1) refuse additional applications for service and/or (2) refuse to complete any pending orders for service, (3) discontinue the provision of service to the Customer. In the case of discontinuance, all applicable charges including termination charges, shall become due.

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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

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 Company facilities from excessive current due to abnormal conditions and for the provision of noise mitigation networks when required to reduce excessive noise.

2.1.10 Notification of Service-Affecting Activities

The 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 Company will work cooperatively with the Customer to determine the modification requirements.

2.1.11 Coordination with Respect to Network Contingencies

The 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 Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the 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 Company will furnish to the Customer 6 month's notice, by certified U.S. Mail, of the effective date and an explanation of the reason(s) for such change(s).

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2. General Regulations (Cont'd)

2.2 Use

2.2.1 Interference or Impairment

- (A) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the 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 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, or tend to injuriously affect the efficiency of the Company's personnel, plant, property or service.
- (B) Except as provided for equipment or systems subject to the FCC Part 68 rules in 47 C.F.R. S68.108, if such characteristics or methods of operation are not in accordance with (A) preceding, the 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 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 following is not applicable.

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2. General Regulations (Cont'd)

2.2 Use (Cont'd)

2.2.2 Unlawful Use

- (A) The service provided under this tariff shall not be used for an unlawful purpose.
- (B) The Company shall, upon written request from a customer, terminate service to any subscriber of a customer identified by that customer as having utilized that customer's service and/or facilities in the completion of abusive telephone calls. Service shall be terminated by the Company as provided for in its general or local exchange service.
- (C) In such instances when termination occurs, as in (B) preceding, the Company shall be identified, defended and held harmless by the customer against any claim, loss or damage arising from the Company actions in terminating such service.

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2. General Regulations (Cont'd)

2.3 Obligations of the Customer

2.3.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The 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 Company for the damages to the extent of such payment.

2.3.2 Ownership of Facilities and Theft

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the 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 Company, at no charge, equipment space and electrical power required by the 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 Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Company services.

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2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.4 Availability for Testing

The services provided under this tariff shall be available to the Company at times mutually agreed upon in order to permit the 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 interruption during such tests and adjustments.

2.3.5 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.

2.3.6 Design of Customer Services

Subject to the provisions of 2.1.7 preceding, the Customer shall be 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 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)

2.3.7 References to the Telephone Company

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

2.3.8 Claims and Demands for Damages

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

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2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.8 Claims and Demands for Damages (Cont'd)

- (C) The Customer shall defend, indemnify and save harmless the 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.

2.3.9 Coordination with respect to Network Contingencies

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

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2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements

(A) Jurisdictional Reports

- (1) (a) When a customer orders Feature Group A and/or Feature Group B Switched Access Service the customer shall, in its order, state the projected interstate percentage for interstate usage for each Feature Group A and/or Feature Group B Switched Access Service group ordered. If the customer discontinues some but not all of the Feature Group A and/or Feature Group B Switched Access Services in a group, it shall provide the projected intrastate percentage for such services which are discontinued.
- (b) Pursuant to Federal Communications Commission Order FCC 85-145 adopted April 16, 1985, intrastate usage is to be developed as through every call that enters a customer network at a point within the same state as that in which the called station (as designated by the called station telephone number) is situated is an intrastate communication and every call for which the point of entry is in a state other than that where the called station (as designated by the called station telephone number) is situated is an interstate communication.
- (c) The projected interstate percentages will be used by the Company to apportion the usage between interstate and intrastate until a revised report 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)

2.3.10 Jurisdictional Report Requirements (Cont'd)

(A) Jurisdictional Reports (Cont'd)

- (2) (a) All single Feature Group A and B Switched Access Service usage and charges will be apportioned by the Company between interstate and intrastate. The projected intrastate percentage reported as set forth in 1(a) and 1(b) preceding will be used to make such 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 Feature Group A and/or Feature Group B Switched Access Service(s) reported as set forth in (1) preceding will be used to determine the charges as follows:
 - (a) For all groups the number of access minutes (either measured or assumed) for a group will be multiplied by the projected interstate percentage to develop the interstate access minutes. The number of access minutes for the group minus the developed interstate access minutes for the group will be the developed intrastate access minutes.

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2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Reports Requirements (Cont'd)

(A) Jurisdictional Reports (Cont'd)

- (4) When a Customer orders Feature Group C or Feature Group D Switched Access Service(s), the Company will, unless the Customer provides the projected interstate percentage for interstate usage in its order, determine the projected interstate percentage as follows. For originating access minutes, the projected intrastate percentage will be developed on a monthly basis by end office when the Feature Group C or Feature Group D Switched Access Service access minutes are measured by dividing the measured intrastate originating access minutes (i.e., the access minutes where the calling number is in one state and the called number is in the same state) by the total originating access minutes. For terminating access minutes, the data used by the Company to develop the projected interstate percentage for originating access minutes and data from special studies will be used to develop projected interstate percentage for such terminating access minutes. The Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating access minutes calculated by the Company from 100 (i.e., $100 - \text{Company calculated projected interstate percentage} = \text{intrastate percentage}$) as the projected intrastate percentage of use.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.10 Jurisdictional Report Requirements (Cont'd)(A) Jurisdictional Reports (Cont'd)

(4) (Cont'd)

All intrastate Feature Group C access minutes will be considered interLATA. For Feature Group D originating access minutes, the projected intrastate interLATA percentage will be developed on a monthly basis by end office when the Feature Group D Switched Access Service access minutes are measured by dividing the measured intrastate interLATA originating access minutes (the access minutes where the calling number is in one LATA and the called number is in another LATA) by the total originating intrastate access minutes when the call detail is adequate to make such determination. For terminating access minutes, the data used by the Company to develop the projected intrastate interLATA percentage for originating access minutes will be used to develop projected intrastate interLATA percentage for such terminating access minutes. When a customer orders Feature Group D Switched Access Service, the customer shall supply a projected intrastate intraLATA percentage of use for each end office involved to be used in the event that originating call details are insufficient to determine whether the call is interLATA or intraLATA. This percentage shall be used by the Company as the projected intrastate intraLATA percentage the customer shall utilize the same considerations as those set forth in (1)(b) preceding. The Company will designate the number obtained by subtracting the projected intrastate intraLATA percentage for originating and terminating access minutes from the designated intrastate percentage as the projected intrastate interLATA percentage of use.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.10 Jurisdictional Report Requirements (Cont'd)(A) Jurisdictional Reports (Cont'd)

- (5) Except where the Company measured access minutes are as set forth in (4) preceding, the customer reported number of interstate services or interstate percentage of use as set forth in (1), (3), or (4) preceding will be used until the customer reports a different projected interstate percentage for an in service end office group. When the customer adds BHMC lines or trunks to an existing end office group, the customer shall furnish a projected interstate percentage that applies to the added BHMC, lines or trunks. When the customer discontinues BHMC, lines or trunks from an existing group, the customer shall furnish a projected intrastate percentage for the discontinued BHMC, lines or trunks in the end office group. 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.
- (6) Effective on the first of January, April, July and October of each year the customer shall update the intrastate and intrastate jurisdictional report. The customer shall forward to the Company, to be received no later than 20 days after the first of each such month, a revised report showing the interstate and intrastate intralata percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use.

If the customer does not supply the reports, the Company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the Company will assume the percentages to be the same as those provided in the order for service as set forth in (1), (3), and (4) preceding.

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2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements (Cont'd)

(B) Jurisdictional Reports - Special Access

- (1) When mixed interstate and intrastate special access services is provided, the jurisdiction will be determined as follows:

If the customer's estimate of intrastate traffic on a special access circuit constitutes 10% or less of the total traffic on a particular circuit, the circuit will be provided in accordance with the applicable rules and regulations of the appropriate interstate tariff.

If the customer's estimate of intrastate traffic on a special access circuit constitutes more than 10% of the total traffic on a particular circuit, the circuit will be provided in accordance with the applicable rules and regulations of this tariff.

- (2) A customer with one or more special access circuits provided under this Tariff shall certify that intrastate usage on each intrastate circuit exceeds ten (10) percent of the total usage on each such circuit. Such certification shall be furnished pursuant to one of the following procedures:

- (a) When submitting a formal service order, the customer may include the required certification with each order. The customer shall identify each intrastate circuit ordered and clearly designate the customer's jurisdictional determination for each circuit.
- (b) The customer may include the required certification in written correspondence with the Company which specifically identifies each circuit for which the certification is furnished and clearly designates the customer's jurisdictional determination for each circuit.

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2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements (Cont'd)

(B) Jurisdictional Reports - Special Access (Cont'd)

- (c) With respect to existing customers of intrastate special access circuits as of the effective date of this section, such customers with 90 days of the effective date shall include the required certification in written correspondence with the Company which specifically identifies each intrastate circuit currently provided to the customer and clearly designates the customer's jurisdictional determination of each circuit.

In the event that no certification is provided by a customer pursuant to subsection (c) above within ninety (90) days of the effective date of this section, this jurisdiction of special access circuits provided to such customers under this tariff shall be assumed to be intrastate until such time as the customer provides written certification.

- (3) If a billing dispute arises, or a regulatory commission questions the customer-provided certification, the Company will ask the customer to provide the information, including if applicable, records of system design and functions and any calculations, on which the customer relied in certifying the jurisdictional classifications of the circuit. The customer shall supply the data within 30 days of the Company request.

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2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements (Cont'd)

(B) Jurisdictional Reports Special Access (Cont'd)

- (4) For a period of sixty (60) days after the effective date of this provision, a customer with a special access circuit provided under this Tariff for which the customer is subject to liability for termination prior to a specified date who determines that the jurisdiction of such circuit has changed solely as a result of the separations revisions required by the FCC's Decision and Order (89-224) shall not be subject to a penalty or other liability based on such jurisdictional change.

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2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 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, and/or usage) including optional features charges, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.3.10(A) preceding will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

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2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.11 Determination of Interstate Charges for Mixed Interstate and Intrastate Access Service (Cont'd)

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

The intrastate percentage will change as revised usage reports are submitted as set forth in 2.3.10 preceding.

2.3.12 Identification and Rating of VoIP-PSTN Traffic*

(A) Scope

- (1) VoIP-PSTN Traffic is defined as traffic exchanged between the Telephone Company end user and the customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order"). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Relevant VoIP-PSTN Traffic") from the customer's traditional intrastate access traffic, so that such Relevant VoIP-PSTN Traffic can be billed in accordance with the FCC Order.
- (2) This section will be applied to the billing of switched access charges to a customer that is a local exchange carrier only to the extent that the customer has also implemented billing of interstate access charges for Relevant VoIP-PSTN Traffic in accordance with the FCC Order.

*On April 25, 2012 the FCC released its Second Order on Reconsideration of the USF/ICC Transformation Order. Based on this Order, the tariff language in this section will also apply to originating VoIP-PSTN access traffic for the period of December 29, 2011 through the effective date of the FCC's April 25th Order, which will occur 45 days after publication of the Order in the Federal Register. Under the Order, as of July 1, 2014 VOIP-PSTN Originating Traffic will be rated at interstate rates.

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ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.12 Identification and Rating of VoIP-PSTN Traffic (Cont'd)

(B) Rating of VoIP-PSTN Traffic

The Relevant VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to the Telephone Company's applicable tariffed interstate switched access rates as specified in the FCC Tariff.

(C) Calculation and Application of Percent-VoIP-Usage Factor

The Telephone Company will determine the number of Relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection (B), above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU exchanges with The Telephone Company from the customer. The PVU will be derived and applied as follows:

(T)

(1) The customer will calculate and furnish to the Telephone Company a factor (the "PVU") representing the percentage of the total intrastate and interstate access MOU that the customer exchanges with to the Telephone Company in the State, that is sent to the Telephone Company and that originated in IP format; or is received by the Telephone Company and Terminated in IP format. This PVU shall be based on information such as traffic studies, actual call detail, or other relevant and verifiable information.

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(N)

(2) The Telephone Company will, likewise, calculate a factor (the "PVU-T") representing the percentage of the Telephone Company's total intrastate access MOU in the State that the Telephone Company originates or terminates on its network in IP format. This PVU-T shall be based on information, such as the number of the Telephone Company's retail VoIP subscriptions in the state, traffic studies, actual call detail, or other relevant and verifiable information.

(3) The Telephone Company will use the PVU-C and PVU-T factors to calculate a PVU factor that represents the percentage of total intrastate MOU exchanged between a Telephone Company end user and the customer that is originated or terminated in IP format, whether at the Telephone Company's end, at the customer's end, or at both ends. The PVU factor will be calculated as the sum of: (A) the PVU-C factor and (B) the PVU-T factor times (1.0 minus the PVU-C factor).

(N)

(D)

(D)

ACCESS SERVICE

2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.12 Identification and Rating of VoIP-PSTN Traffic (Cont'd)

(C) Calculation and Application of Percent-VoIP-Usage Factor

(4) The Telephone Company will apply the PVU factor to the total terminating intrastate access MOU received from the customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

(5) If the customer does not furnish the Telephone Company with a PVU pursuant to the preceding paragraph 1, the Telephone Company will utilize a PVU equal to zero.

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(M)

(D) Initial PVU Factor

If the PVU factor is not available and/or cannot be implemented in the Telephone Company's billing systems by January 1, 2012, once the factor is available and can be implemented the Telephone Company will adjust the customer's bills to reflect the PVU retroactively to January 1, 2012. This retroactive adjustment will be made to January 1, 2012, provided that the customer provides the factor to the Telephone Company no later than April 15, 2012; otherwise, it will set the initial PVU equal to zero, as specified in subsection (C)(1), above.

(E) PVU Factor Updates

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

(F) PVU Factor Verification

Not more than four times in any year, the Telephone Company may ask the customer to verify the PVU factor furnished to the Telephone Company. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the PVU factors.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances

2.4.1 Payment of Rates, Charges and Deposits

- (A) The Company will, in order to safeguard its interests, only require a Customer which has a proven history of late payments to the Company or does not have established credit except for a Customer which is a successor of a company which has established credit with the Company and has no history of late payments to the Company, to make a deposit prior to or at any time after the provision of a service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a customer which is a successor of a company which has established credit and has no history of late payments to the Company. Such deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. The deposit will be credited to the Customer's account when the Customer has established credit or, in any event, has established a one-year prompt record of payment at any time prior to the termination of the provision of service to the Customer. In case of a cash deposit, for the period the deposit is held by the Company, the Customer will receive simple annual interest at the rate specified by the New York State Public Service Commission. Should a deposit be credited to the Customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the Customer's account.
- (B) The Company shall bill on a current basis all charges incurred by and credits due to the Customer under this tariff attributable to services established, performed or discontinued during the preceding billing period.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

(B) (Cont'd)

In addition, the 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. Customers providing service to the Federal Government are not entitled to the benefits of the laws or regulations providing for billing in arrears, so they will be billed in advance for services as stated above.

At the option of the customer, all nonrecurring charges associated with a Standard or Negotiated Interval Access Order may be billed over a three month period in monthly installments subject to the following:

- All nonrecurring charges associated with a given Access Order must be billed in monthly installments.
- The total of the nonrecurring charges associated with a given Access Order must be \$500.00 or more.
- 50% of the total nonrecurring charges will be billed in the first monthly billing period after the charges are incurred, and 25% of the total nonrecurring charges plus a Service Charge will be billed in each of the following two monthly billing periods.
- The Service Charge is a fraction of the total remaining nonrecurring charges. The Service Charge is calculated as follows:

Service = 30	x	decimal value	x	Total
Charge				set forth in
Remaining		(B)(3)(b)(II)		Nonrecurring
		following		Charges
- The customer must request installment billing on or before the Application Date as set forth in 5.2.3(B) following for a Standard or Negotiated Interval Access Order.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

(B) (Cont'd)

- The customer may elect to pay the unbilled charges before the expiration of the installment plan.
- More than one installment plan may be in effect for the same customer at the same time.
- If the customer disconnects service before the expiration of the plan period, all unbilled charges plus a Service Charge, if applicable, will be included in the final bill rendered.

The bill day (i.e., the billing date of a bill for a Customer for Access Service under this tariff), the period of service each bill covers and the payment date will be as follows:

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

Payment for such bills is due as set forth in (3) following. If payment is not received by the payment date, as set forth in (3) following in immediately available funds, a late payment penalty will apply as set forth in (3) following.

ACCESS SERVICE

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

(B) (Cont'd)

- (3) (a) All bills dated as set forth in (2) preceding for service, other than Presubscription Service, provided to the Customer by the Company are due 31 days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, the second Tuesday in November and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed), payment for such bills will be due from the Customer on the next business day following.
- (b) Further, if any portion of the payment is payment date as set forth in (1) preceding, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, a late payment penalty shall be due to the Company. The late payment penalty shall be computed by first multiplying the portion of the payment not received or not received in immediately available funds by the payment date times a per day late factor.

If such payment date falls on a Saturday or on a legal holiday which is observed on a Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-holiday preceding such Saturday or legal holiday. The late payment rate equals the lesser of either the highest interest rate (in decimal value) which may be levied by law for commercial transactions or .0005 per day, simple interest. The late payment rate is then multiplied by the number of days from the payment due date to and including the date that the customer makes the payment to the Company.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

(B) (Cont'd)

(3) (Cont'd)

(c) Billing Disputes Resolved in Favor of the Telephone Company

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

A dispute for purposes of this section is defined as written notice to the Company with sufficient documentation to investigate the dispute.

If the customer disputes the bill on or before the payment date, and pays the undisputed amount on or before the payment due date, any late payment charge for the disputed amount will not start until ten (10) days after the payment due date. The late payment charge will continue to accrue until payment is received by the 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.

(d) Billing Disputes Resolved in Favor of the Customer

In the event that a billing dispute concerning any charges billed to the customer by the Company is resolved in favor of the customer, any payments of the disputed amount, withheld pending settlement of the dispute shall not be subject to the late payment penalty.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

(B) (Cont'd)

(3) (Cont'd)

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

The date of the dispute shall be the date the Company receives sufficient documentation to investigate the dispute.

The date of resolution is the date the Company completes its investigation and notifies the customer of the disposition of the dispute.

If the Customer disputes the billed amount on or before 90 days from the due date of the disputed bill and pays the total amount (i.e.,) the non-disputed amount and the disputed amount) on or before the payment due date and the billing dispute is resolved in the favor of the Customer, the Customer will receive a credit from the Company. The credit shall be the disputed amount resolved in the Customer's favor times a penalty factor, which is the rate authorized by the New York State Public Service Commission. This penalty factor will apply from the date of the customer's payment through the date of resolution by the Company.

If the customer disputes the bill after 90 days from the due date of the disputed bill and pays the total amount on or before the date of the dispute, the customer shall receive a credit from the Company. The credit will equal the disputed amount times a penalty factor, which is the rate authorized by the New York State Public Service Commission. The penalty factor will apply from the latter of the claim date or the date of overpayment through the date of resolution by the Company.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

(B) (Cont'd)

(3) (Cont'd)

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

- The date of resolution shall be the date on which the Company completes its investigation of the dispute, notifies the customer 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, including the disputed amount penalty credit and/or late payment penalty credit, as appropriate.
- If a billing dispute is resolved in favor of the Company, any payments withheld pending resolution of the dispute shall be subject to the late payment penalty as set forth in (b) preceding. Further, the customer will not receive a disputed amount penalty credit and/or a late payment penalty credit.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

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

- (C) Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or major fraction of days based on a 30 day month. The 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 this tariff is furnished to the Customer, an additional charge applies for each additional copy of the bill.
- (F) A Check Return Charge will apply whenever a check or draft presented for payment for service, deposit, or advance payment is not accepted by the institution on which it is written.

Check Return Charge, per check or draft returned	\$10.00
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- (G) Upon request, the Company will furnish a customer the information used to calculate the customer bill in order to permit a customer to verify the accuracy of the bill. Such information shall be provided within a reasonable period of time but in no event later than the number of days in the customer bill cycle.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.2 Minimum Periods

The minimum periods for which services are provided and for which rates and charges are applicable is three month except for those services set forth in 5.2.5 and Section 13 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 three months unless a different minimum period is established with the individual case filing.

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

- (A) When a service with a one month minimum period is discontinued prior to the expiration of the minimum period, a monthly 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 Company's total nonrecoverable costs less the net salvage value for the discontinued service or (2) the total monthly charge, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.3 Cancellation of an Order for Service

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

2.4.4 Credit Allowance for Service Interruptions

(A) General

A service is interrupted when it becomes unusable to the Customer because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by the Telephone Company result in the complete loss of service by the customer as set forth in Section 6 following. An interruption period starts when an inoperative service, is reported to the Telephone Company, and ends when the service is operative.

(B) When 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 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 the assumed minutes of use charge, or for each period of 24 hours or major fraction (12 hours and 1 minute) thereof that the interruption continues. However, in the case of service billed based upon actual usage, no credit allowance will be given when the actual usage charge exceeds the minimum monthly usage charge in any one monthly billing period.
- (2) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed, the assumed minutes of use charge, or the service involved, for the service interrupted in any one monthly billing period.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(C) When Credit Allowance Does Not Apply

No credit allowance will be made for:

- (1) Interruptions caused by the negligence of the Customer.
- (2) Interruptions of a service due to the failure of equipment or systems provided by the Customer or others.
- (3) Interruptions of a service during any period in which the 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 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 the 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 (4) following. The period for which no credit allowance is made begins on the seventh day after the Customer receives the Company's written notification of the need for such replacement and ends on the day after receipt by the 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 2.2.1 preceding.
- (8) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.
- (9) Periods of interruption as set forth in Section 13 following.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

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

Should the Customer elect to use an alternative service provided by the 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 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. Customer consent for preemption is not required under conditions outlined in section 13.3.2, following. The credit allowance will be 1/1440 of the monthly rate for each period of 30 minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

2.4.5 Re-Establishment of Service Following Fire, Flood or Other Occurrence

(A) Nonrecurring Charges Do Not Apply

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.5 Re-Establishment of Service Following Fire, Flood or Other Occurrence (Cont'd)

(A) Nonrecurring Charges Do Not Apply (Cont'd)

- (1) the service is of the same type as was provided prior to the fire, flood and other occurrence.
- (2) The service is for the same Customer.
- (3) The service is at the same location on the same premises.
- (4) The re-establishment of service begins within 60 days after 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 re-establishment of service at the original location.

2.4.6 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 Company in the provision of such services.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Ordering, Rating and Billing of Access Services where More than One Exchange Telephone Company Is Involved

The Company will handle ordering, rating and billing of Access Services under this tariff where more than one Exchange Company is involved in the provision of Access Service as set forth in (B) following, dependent on the interconnection arrangements between the Exchange Telephone Companies involved.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Ordering, Rating and Billing of Access Services where More than One Exchange Telephone Company Is Involved (Cont'd)

(A) Meet Point Billing-Non FGA

- (1) For Access Service provided jointly with other telephone companies, the Company will accept the order for the Access Service from the Customer.
- (2) For the service ordered as set forth in (1) preceding, the Exchange Telephone Company in whose territory the customer point of termination is located must also receive a copy of the order from the customer. In addition, when required by the Access Service tariff of the Exchange Telephone Company in whose operating territory the end office is located, the customer must also supply a copy of the order to that Exchange Telephone Company.
- (3) Each Exchange Telephone Company will provide its portion of the Transport element in its operating territory to an interconnection point (IP) with the other Exchange Telephone Company. Each Exchange Telephone Company will determine the charges involved for its portion of the Access Service ordered and will bill such charges in accordance with its Access Service tariff. The rate for the Transport Element for Switched Access will be determined as set forth in (6) following. All other charges in each Exchange Telephone Company tariff are applicable.
- (4) The Company will provide at least 30 days written notice to the customer prior to implementing any changes in the procedures for furnishing jointly provided access services.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Ordering, Rating and Billing of Access Services where More than One Exchange Telephone Company Is Involved (Cont'd)

(A) Meet Point Billing-Non-FGA (Cont'd)

- (5) When a Special Access Line used in connection with Switched Access is ordered and Channel Mileage applies (i.e., the WATS Serving Office and the end user customer end office are not coterminous) and one end of the Channel Mileage is in the Company operating territory and the other end is in another Exchange Telephone Company operating territory, the Exchange Telephone Company in whose operating territory the end office is located must receive the order from the customer. In addition, the Exchange Telephone Company in whose territory the WATS Serving Office is located must also receive a copy of the order from the customer. Each Exchange Telephone Company will provide the portion of the Channel Mileage element in its operating territory to an interconnection point (IP) with another Exchange Telephone Company and will bill the charges in accordance with its Access Service tariff. The rate for the Channel Mileage element will be determined as set forth in (8) following. All other appropriate charges in each Exchange Telephone Company tariff are applicable.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Ordering, Rating and Billing of Access Services where More than One Exchange Telephone Company Is Involved (Cont'd)

(A) Meet Point Billing-Non-FGA (Cont'd)

- (6) The rate for the local Transport for services provided as set forth in (1) through (5) preceding is determined as follows:
 - (a) Determine the appropriate Local Transport mileage by computing the airline mileage between the two ends of the local Transport element. Determine the airline mileage for the local Transport element using the V & H method as set forth in NECA Tariff FCC No. 4.
 - (b) Determine the rate for the airline mileage determined in (a) preceding using the Company's tariff. Because the Company's Local Transport element is non-distance sensitive, the full Transport element charge applies.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Ordering, Rating and Billing of Access Services where More than One Exchange Telephone Company Is Involved (Cont'd)

(A) Meet Point Billing-Non-FGA (Cont'd)

- (7) The interconnection points will be determined by the Exchange Telephone Companies involved. The billing percentage (BP) factor for the Local Transport component of all switched access services of the Company will be 100% because the Company's local Transport rate element is non-distance sensitive.

ACCESS SERVICE

2. General Regulations (Cont'd)

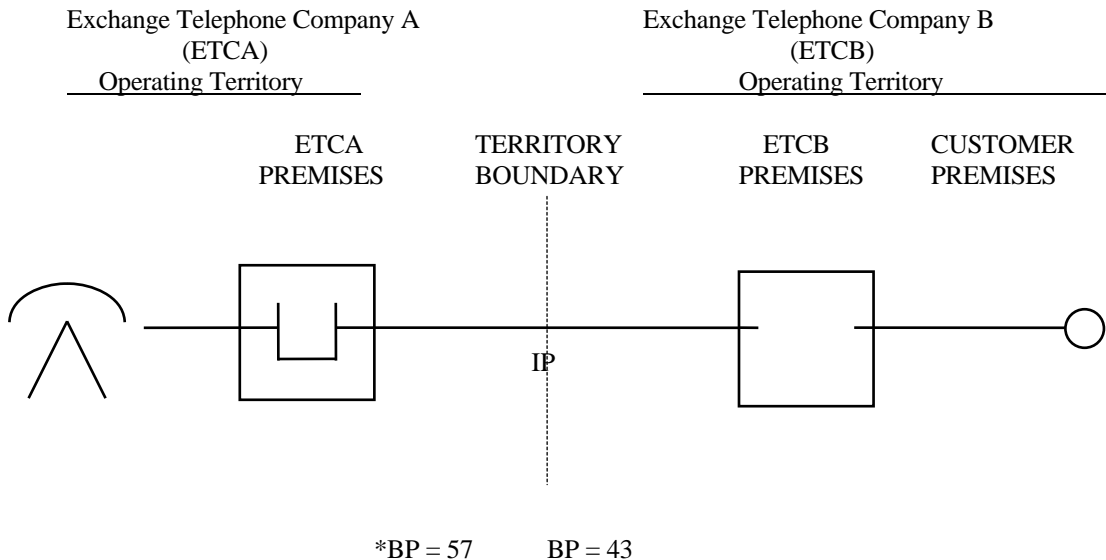
2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Ordering, Rating and Billing of Access Services where More than One Exchange Telephone Company Is Involved (Cont'd)

(B) Example - Switched Access

(1) Layout

- a) Feature Group C Switched Access is ordered to end office A.
- b) End Office A is in operating territory of Exchange Telephone Company A.
- c) Premises of ordering Customer is in operating territory of Exchange Telephone Company B.



WCV = 6041 WCH = 6001 WCV = 5972
 WCH = 2565 WCV = 2559 WCH = 2554

* If ETCA has a non-distance sensitive Local Transport rate, the BP is equal to 100 for ECTA.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Ordering, Rating and Billing of Access Services where More than One Exchange Telephone Company Is Involved (Cont'd)

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

(2) Airline Mileage's (Using NECA TARIFF F.C.C. No. 4.)

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

(3) Local Transport charges for 9000 access minutes

- Assume ETCA rate for Local Transport mileband of over 16 to 25 miles is \$0.0120 per access minute

- Assume ETCA Billing Percentage (BP) is 57

- Assume ETCB rate for Local Transport mileband of over 16 to 25 miles is \$0.0125 per access minutes

- Assume ETCB Billing Percentage (BP) is 43

- Formula:

$$\text{ETCA Local Transport Charge} = \frac{\text{Access Minutes} \times \text{ETCA Rate} \times \text{ETCA Mileage}}{100}$$

- Calculation of Transport Charges

$$* \quad \text{ETCA Local Transport Charge} = 9000 \times \$0.0120 \times \frac{57}{100} = \$61.56$$

$$\text{ETCB Local Transport Charge} = 9000 \times \$0.0125 \times \frac{43}{100} = \$48.38$$

* If ETCA has a non-distance sensitive Local Transport Rate, the mileage is equal to 100% and ETCA would bill the access minutes times the Local Transport rate.

ACCESS SERVICE

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 Switched Access Service furnished by the Company where such connection is made in accordance with the provisions specified in Technical Reference Publication AS No. 1 and in 2.1 preceding.

ACCESS SERVICE

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 five or seven digit code assigned by the Company to an individual Customer. The five digit code has the form 10XXX, and the seven digit code has the form 950-0XXX or 950-1XXX.

Access Minutes

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

Access Tandem

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

Actual Cost

The term "Actual Cost" denotes all costs charged against a specific case of special construction, including any appropriate taxes.

Annual Under-Utilization Liability - The term "Under-Utilization Liability" denotes a per unit amount which may be billed annually if fewer services are in use utilizing specially constructed facilities at filed tariff rates than were originally specially constructed.

Answer/Disconnect Supervision

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Answer/Disconnect Supervision

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

Attenuation Distortion

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

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. Generally, in the business community, these are 8:00 or 9:00 AM to 5:00 or 6:00 PM, respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, Business Day hours for the Company may vary based on company policy, union contract and location. To determine such hours for the Company, or a Company location, the Company should be contacted at the address shown below.

Busy Hour Minutes of Capacity (BHMC)

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

ACCESS SERVICE

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.

Carrier or Common Carrier

See Interexchange Carrier.

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).

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 a Customer's Telephone Exchange Service when dialed on a local basis.

Centralized Automatic Reporting on Trunks (CAROT) Testing

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

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 errors, remote loop back.

Channelize

The term "Channelize" denotes the process of multiplexing- demultiplexing wider bandwidth or high 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.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Coin Station

The term "Coin Station" denotes a location where Company equipment is provided in a public or semipublic place where Company customers can originate telephonic communications and pay the applicable charges by inserting coins into the equipment.

Common Line

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

Communications System

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

Customer(s)

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

Customer Designated Premises

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

Customer Message

The term "Customer Message" used herein for Feature Group A Switched Access Service denotes a completed call over an interstate Feature Group A Switched Access Service. A completed call includes both completed calls originated to and terminated from a Feature Group A Switched Access Service. A customer message begins in the originating direction when the off-hook supervision provided by the premise of the ordering customer is received by Company recording equipment.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Customer Message (Cont'd)

A customer message begins in the terminating direction when answer supervision is received by Company recording equipment indicating the called party has answered. A customer message ends in the originating direction when disconnect supervision is received by Company recording equipment from the premise of the ordering customer. A customer message ends in the terminating direction when disconnect supervision is received by Company recording equipment from either the premise of the ordering customer or the called party.

Data Transmission (107 (Type) Test Line

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

Decibel (db)

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 or 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

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 an IC or end user are due on a bill prepared by the Company.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Digital Access Cross-connect System

The term Digital Access Cross-connect System denotes a multiplexing system that provides a digital interface between a Company designated Hub wire center and a customer designated premises.

Digital Data Service Secondary Channel

The term "Digital Data Service Secondary Channel" denotes an option to DDS that allows the performance of network testing and management through a derived data channel at a substantially lower bit rate without network interruption.

Directory Assistance (Intrastate)

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

Directory Assistance Location (Intrastate)

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

Dual Tone Multifrequency Address Signaling

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

Echo Control

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

Echo Path Loss (EPL)

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 (TLP).

Echo Return Loss (ERL)

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 and 4-wire interfaces.

ACCESS SERVICE

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 Company (physical, time domain, frequency-domain separation or echo cancellation techniques). Effective 4-wire channels may be terminated with a 2-wire interface at the Customer's premises. However, when terminated 2-wire, simultaneous independent transmission cannot be supported because the two-wire interface combines the transmission paths into a single path.

End Office Switch

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

End User

The term "End User" means any customer of an intrastate telecommunications service that is not a carrier, except that a carrier shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes, and a person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller without making such service available to others, directly or indirectly.

Entry Switch

See First Point of Switching

Envelope Delay Distortion (EDD)

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

Equal Level Echo Path Loss (ELEPL)

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

[ELEPL - EPL = TLP (send) + TLP (receive)].

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Expected Measured Loss (EML)

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

Exchange

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

Facilities

The term "Facilities" denotes any cable, poles, conduit, microwave or carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the services offered under this tariff.

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 Company billing systems to generate nonrecurring charges.

First Come - First Served

The term "First Come - First Served" denotes a procedure followed when a shortage of facilities or equipment occurs, such that an Access Service ordered cannot be installed. The orders delayed by the shortage of facilities will be prioritized according to the sequence in which they were received. That is, when facilities or equipment become available, the first order received will be the first order processed.

First Point of Switching

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

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 Office

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

Immediately Available Funds

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

Impedance Balance

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

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 (ICB)

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

Initial Liability Period

The term "Initial Liability Period" denotes the initial planning period during which the customer expects to place specially constructed facilities in service.

Inserted Connection Loss (ICL)

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.

Installed Cost

The term "Installed Cost" denotes the total investment (estimated or actual) required by the Company to provide specially constructed facilities.

Interexchange Carrier (IC) or Interexchange Common Carrier

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Intermodulation Distortion

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

Interstate Communications

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

Intrastate Communications

The term "Intrastate Communications" denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Legal Holiday

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

Line-Side Connection

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

Local Access and Transport Area (LATA)

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Local Calling Area

The term "Local Calling Area" denotes a geographical area, as defined in the 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 Company operating unit by means of which local or access telephonic communications are switched to and from an End Office Switch.

Loop Around Test Line

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

Loss Deviation

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

Major Fraction Thereof

The term "Major Fraction Thereof" 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 in 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's premises from the Company end office.

Maximum Termination Liability

The term "Maximum Termination Liability" denotes the maximum amount which may be billed if all services using specially constructed facilities are terminated prior to the expiration of the Maximum Termination Liability Period.

Maximum Termination Liability Period

The term "Maximum Termination Liability Period" denotes the length of time for which a termination charge may apply if all services using specially constructed facilities are terminated.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

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.

Modification of Final Judgment (MFJ)

The term "Modification of Final Judgment" (MFJ) denotes the consent decree approved by the U.S. District Court in United States v. Western Electric and AT&T, 552 F. Supp. 171 (D.D. C., 1982) and as subsequently modified.

Net Salvage

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

Nonrecoverable Cost

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

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.

Normal Construction

The term "Normal Construction" denotes all facilities the Company would normally use to provide service in the absence of a requirement for special construction.

Normal Cost

The term "Normal Cost" denotes the estimated cost to provide services using normal construction.

North American Numbering Plan

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

Off-hook

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

On-hook

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

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 switched access service for the origination of calls from an End User premises to an IC premises.

Pay Telephone

The term "Pay Telephone" denotes Telephone Company provided instruments and related facilities that are available to the general public for public convenience and necessity, including public and semipublic telephones, and coinless telephones.

Permanent Facilities

The term "Permanent Facilities" denotes facilities providing service for one month or more.

Phase Jitter

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Point of Termination

The term "Point of Termination" denotes the point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer provided facilities as defined in Section 68.3 of the Federal Communications Commissions Rules and Regulations.

Premises

The term "Premises" denotes a building or buildings on continuous property (except railroad right of way, etc.) not separated by a public highway.

Recoverable Cost

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

Remote Switching Modules (RSM) and/or Remote Switching Systems (RSS)

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 RSM/RSS cannot accommodate direct trunks to a Customer.

Return Loss

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

Registered Equipment

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

Serving Wire Center

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

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Seven Digit Manual Test Line

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

Shortage of Facilities or Equipment

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

Short Circuit Test Line

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

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 (SRL)

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 Access Circuit

The physical pathway for electromagnetic transmission of information between a dedicated originating point and a dedicated terminating point.

ACCESS SERVICE

2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Special Order

The term "Special Order" denotes an order for a Billing and Collection Service or an order for a Directory Assistance Service.

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.

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.

Terminating Direction

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

Termination Charge

The term "Termination Charge" denotes the portion of the Maximum Termination Liability that is applied as a nonrecurring charge when all services are discontinued prior to the expiration of the specified liability period.

Transmission Measuring (105 Type) Test Line/Responder

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

Transmission Path

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

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.

ACCESS SERVICE

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

Trunk Group

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

Trunk-Side Connection

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

Two-Wire to Four-Wire Conversion

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

Uniform Service Order Code (USOC)

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

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 (V) and horizontal (H) coordinates of the two points.

WATS Access Line

The term "WATS Access Line" denotes a channel for voice frequency transmission capability. The line provides a connection between an end user premises (which for purposes of this tariff includes Centrex CO switches) and a Telephone Company switching office capable of performing the necessary screening functions for 800 Service, WATS or similar services. WATS Access Lines are provided under the regulations, rates and charges specified in the New York Telephone Company Tariff P.S.C. No. A2-Telephone.

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 conjunction with the provision of special access services.

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.

ACCESS SERVICE

2. General Regulations (Cont'd)2.7 Surcharge for State Gross Income and Earnings Taxes

A surcharge to recover the Gross Income Tax, and a portion of the Gross Earnings Tax, including the additional expense resulting from a change in the State Tax law, applies to all rates and charges for services in this tariff:

The applicable surcharge rates are shown on a statement attached to this tariff. Any changes to these rates will be filed on 15 days' notice to customers and the Commission, and as directed by the Commission. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such tax, the Commission may approve new surcharge factors, and the Company will file revised surcharges as directed by the Commission.

This statement is bound with this schedule following all pages and supplements that are apart of this schedule.

2.8 Metropolitan Commuter Transportation District Tax Surcharge

In the counties listed following, a surcharge to recover the additional expense related to the Temporary Metropolitan Transportation Business Tax Surcharge applies to all rates and charges for services in Section 3, 5, 6, 9 and 13 when those services are not resold, except the services shown below. The Metropolitan Commuter Transportation District Tax Surcharge does not apply to:

<u>Services</u>	<u>Paragraph</u>
Presubscription Charge	13.3.3
Provision of Access Service Billing Information	13.3.6

The surcharge is applicable to service furnished in the following counties:

New York City Counties	Dutchess County
Bronx County	Nassau County
Kings County	Orange County
New York County	Putnam County
Queens County	Rockland County
Richmond County	Westchester County

The applicable surcharge rates are shown on a statement attached to this tariff. Any changes to these rates will be filed on 15 days' notice to customers and the Commission, and as directed by the Commission. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such tax, the Commission may approve new surcharge factors, and the Company will file revised surcharges as directed by the Commission.

This statement is bound with this schedule following all pages and supplements that are apart of this schedule.