

ACCESS SERVICE

2. General Regulations (cont'd)

2.1 Undertaking of the Company

2.1.1 Scope

- (A) The Company does not undertake to transmit messages or offer any telecommunication services under this Guidebook.
- (B) The Company shall be responsible only for the installation, operation and maintenance of the services it provides. Company facilities are to be used only for Company provided services or equipment.
- (C) The Company shall, for maintenance purposes, test its services only to the extent necessary to detect and/or clear trouble.
- (D) Services are provided 24 hours daily, seven days per week except as set forth in other sections of this Guidebook.
- (E) The provision of such services by the Company as set forth in this Guidebook does not constitute a joint undertaking with the customer for the furnishing of any service.
- (F) Facilities utilized by the Company to provide service under the provisions of this Guidebook shall remain the property of the Company.
- (G) The Company does not warrant that its facilities and services meet standards other than those set forth in this Guidebook and specifically referenced technical publications.

2.1.2 Limitations

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

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2. General Regulations (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.3 Liability

- (A) The Company's liability for its willful misconduct, if any, is not limited by this Guidebook. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of (B) through (H), following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this Guidebook as a credit allowance for a service interruption.
- (B) The 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) Where an exchange telephone company, that jointly provides access service with the Company, is incapable of denying such service in compliance with its tariffs or guidebooks, 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 access service will only include calls, which originate or terminate within, or transit, the operating territory of the exchange telephone company(ies) initiating the service denial.
- (D) The Company is not liable for damages to the customer's premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.

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2. General Regulations (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.3 Liability (cont'd)

- (E) When a customer is provided service under this Guidebook, the Company shall be indemnified, defended and held harmless by the customer against any claim, loss or damage arising from the customer's use of services offered under this Guidebook, involving:
 - (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;
 - (2) Claims for patent infringement arising from the customer's acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by the customer; or
 - (3) All other claims arising out of any act or omission of the customer in the course of using services provided pursuant to this Guidebook.
- (F) 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 the customer's use of the services so provided.
- (G) 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 Guidebook. The Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this Guidebook and will indemnify such customer for any damages awarded based solely on such claims.
- (H) The Company's failure to provide or maintain services under this Guidebook shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control. However, credit allowance for service interruptions, as specified in 2.5.6 (Credit Allowance for Service Interruptions), will apply.

ACCESS SERVICE

2. General Regulations (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Provision of Services

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

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

The Company may discontinue certain Company services in geographic areas for which the Company has no customers subscribing to those services. (N) (N)

(B) The services provided under this Guidebook are provided over such routes and facilities as the Company may elect. Requests for special facilities or routing of access service will be provided in accordance with Section 11 (Special Facilities Routing of Access Services) or Section 14 (Special Construction), as appropriate.

(C) The services in this Guidebook will be provided as follows:

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

(2) The service will be installed by the Company to such point of termination. Access Service is provided with only one point of termination per customer request; the Company will provide additional points of termination at an additional charge. The charge for additional points of termination will include the cost of additional materials and labor. The labor rates, as set forth in 13.4.2(C)(Charges for Additional Labor), will apply.

ACCESS SERVICE

2. General Regulations (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Provision of Services (cont'd)

- (D) Moves involving the point of termination at the customer's premises for Access Services offered under this Guidebook are discussed in the appropriate section of this Guidebook.
- (E) Standard Jacks, discussed in 13.3.5 (Standard Jacks), are used where appropriate to terminate services. Jacks other than those used to terminate services may be provided by the Company as specified in the General Exchange Guidebook.
- (F) Except as provided for equipment and systems subject to F.C.C. Part 68 Regulation at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business:
 - (1) Substitute, change or rearrange any facilities used in providing service under this Guidebook, including but not limited to:
 - substitution of different metallic facilities,
 - substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities, and
 - substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities;
 - (2) Change minimum network protection criteria;
 - (3) Change operating or maintenance characteristics of facilities; or
 - (4) Change operations or procedures of the Company.
- (G) In case of any such substitution, change or rearrangement as described in (F) preceding, the facility parameters will be within the range as set forth in Section 7 (Special Access Service). 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 requirements.

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2. General Regulations (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Provision of Services (cont'd)

- (H) 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. Generally, such activities are not individual customer service specific, but 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 notification requirements.
- (I) The Company will work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters, which affect telecommunications services.

2.1.5 Operation and Maintenance

(A) Maintenance of Service

The services provided under this Guidebook shall be maintained by the 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 means used, except with the written consent of the Company.

Customer owned inside wire maintenance is the customer's responsibility, but may be maintained by the Company at the customer's request, on a deregulated basis. When trouble on an Access Service is caused by facilities, equipment, or wiring owned by the customer, a charge will apply on a deregulated basis.

(B) Availability of Testing

The services provided under this Guidebook 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 interruptions involved during such tests and adjustments.

ACCESS SERVICE

2. General Regulations (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.5 Operation and Maintenance

(C) Interference or Impairment

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 Guidebook 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.

The Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required, except as provided for equipment or systems subject to F.C.C. Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with paragraph preceding. 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, allowance for interruption of services, as set forth in 2.5.6 (Credit Allowance for Service Interruptions) and 2.5.8 (Service Guarantee), is not applicable.

2.1.6 Refusal and Discontinuance of Services

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

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

ACCESS SERVICE

2. General Regulations (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.6 Refusal and Discontinuance of Services (cont'd)

(A) The Company may initiate any or all of the following actions in 2.1.6(A) (1) and 2.1.6(A) (2) on fifteen (15) calendar days written notice for failure to comply with the bill payment provisions in 2.5.3 if:

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

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

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

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

- (1) Refuse additional applications for service and/or refuse to complete any pending orders for service by the noncomplying customer at any time thereafter. The Company may also refuse to accept and process any request from end users or from the customer to designate that customer as the end user's IntraLATA Primary Interexchange Carrier (LPIC), as described in Section 13.3.1, following. If an end user contacts the Company to designate the customer as the end user's LPIC, the end user will be given the choice of either remaining with the end user's existing LPIC or selecting a new LPIC other than the customer. If the Company does not refuse additional applications for service or LPIC changes to the customer on the date specified in the 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 or LPIC changes to the customer without further notice; or
- (2) Discontinue the provision of the services to the noncomplying customer.

ACCESS SERVICE

2. General Regulations (cont'd) (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.6 Refusal and Discontinuance of Services (cont'd)

(A) (cont'd)

(2) If the Company does not discontinue the provision of the services involved on the date specified in the notice and the customer's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to the non-complying customer without further notice.

The Company will not initiate any of the actions described in paragraphs (1) and (2), above, as to disputed bill amounts where the customer does not pay disputed bill amounts by the bill due date, as specified in Section 2.5.3, and the Company has not rendered a decision on the dispute. The dispute process is outlined in 2.5.3 (B).

(B) When access service is provided by more than one telephone company, the companies involved in providing the joint service may individually or collectively deny service to a customer for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable guidebook provisions, the guidebook regulations of the telephone company where the customer end office is located shall prevail for joint service discontinuance provisions.

2.1.7 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 the Company's business. Should it become necessary to make a change in such numbers, the Company will furnish to the customer, by Certified U.S. Mail on six (6) months' notice, the effective date and an explanation of the reasons for such changes.

2.1.8 Technical References

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

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

ACCESS SERVICE

2. General Regulations (cont'd)

2.2 Use

2.2.1 Assignment and Transfer of Facilities

- (A) The customer may not assign or transfer (e.g., mergers, acquisitions, consolidations) the use of services provided under this Guidebook except, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:
 - (1) Another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
 - (2) A court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.
- (B) In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer and such acknowledgment shall be made within fifteen (15) days from the receipt of notification. The assignee or transferee (new customer) shall provide to the Company the written release of the use of such services from the assignor or transferor (former customer). All regulations, conditions and applicable charges, as set forth in this Guidebook, shall apply to such assignee or transferee.
- (C) The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

ACCESS SERVICE

2. General Regulations (cont'd)

2.2 Use (cont'd)

2.2.2 Unlawful and Abusive Use

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

Abusive use includes:

- (1) The use of the service of the Company for a call or calls, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment or harass another; or
- (2) The use of the service in such a manner as to interface unreasonably with the use of the service by one or more other customers.

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

(C) In such instances when termination occurs, as in (B), preceding, the Company shall be indemnified, defended and held harmless by the customer or any other exchange telephone company or party against any claim, loss or damage arising from the Company's actions in terminating such service, unless caused by the Company's negligence.

2.3 Obligations of the Customer

2.3.1 Design of Customer Services

Subject to the provisions set forth in 2.1.4(F) and (G), the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum network protection criteria, operating or maintenance characteristics of the facilities.

ACCESS SERVICE

2. General Regulations (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.2 Connections

Equipment and/or systems (i.e., communications systems) may be connected with Special Access Service furnished by the Company, where such connection is made in accordance with the provisions specified in Reference Publication AS No. 1, Issue II and in 2.1 (Undertaking of the Company).

2.3.3 Equipment, Space and Power

The customer shall furnish, or arrange to have furnished, to the Company, at no charge, an environment conducive to the operation of equipment, as well as the space and electrical power required by the Company to provide services under this Guidebook at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the 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 services of the Company.

2.3.4 Balance

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

2.3.5 Coordination with Respect to Network Contingencies

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

The customer shall provide the Company notification of media stimulated mass calling events (e.g., 800, 900, opinion polls, POTS, etc., and calls placed in response to television and radio advertising). Specific provisions relating to customer report requirements for media stimulated mass calling events are contained in 6.5.11 (Media Stimulated Mass Calling Events).

ACCESS SERVICE

2. General Regulations (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.6 References to the 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.

2.3.7 Damages

The customer shall reimburse the Company for damages to the Company facilities utilized to provide services under this Guidebook caused by the negligence or willful act of the customer or resulting from the customer's improper use of the 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. Upon reimbursement for damages, the Company will cooperate with the customer in prosecuting a claim against the person causing such damage. The customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

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 Guidebook, any circuit, apparatus, system or method provided by the customer.
- (B) The customer shall defend, indemnify and save harmless the Company from and against any suits, claims and losses or damages, including punitive damages, attorneys fees and court costs by third persons, arising out of the construction, installation, operation, maintenance or removal of the customer's circuits, facilities or equipment connected to the Company's services provided under this Guidebook including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities 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 Guidebook, provided; however, the foregoing indemnification shall not apply to suits, claims and demands to recover damages for damage to property, death or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.

ACCESS SERVICE

2. General Regulations (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.9 Customer Provided Reports

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

<u>Customer Provide Reports</u>	<u>Tariff Section No.</u>
Percentage of Interstate Use (PIU)	2.4.1
Special Access Certification Requirements	2.4.2
Resold MTS and MTS-Type Usage Report	3.3.4 (F)
800 Number Portability Access Service	6.4.2 (C)
Media Stimulated Mass Calling Events	6.7.12
Percent Direct Routed Reports	6.7.16

ACCESS SERVICE

2. General Regulations (cont'd)

2.3 Obligations of the Customer (cont'd)

2.4 Jurisdictional Reports

Special Access circuits (lines) are classified as interstate or intrastate based upon the percentage of interstate use as set forth in 2.4.3 (Special Access Certification Requirements).

2.4.1 Reserved for Future Use

2.4.2 Reserved for Future Use

ACCESS SERVICE

2. General Regulations (cont'd)

2.4 Jurisdictional Reports (cont'd)

2.4.3 Certification Requirements

- (A) Special Access circuits* (lines) and MegaLink Custom Services are classified as interstate [percent interstate usage (PIU) = 100%] and provided in accordance with the Interstate Access Services Tariff when the Special Access line(s) or MegaLink Custom Services carry more than ten percent interstate traffic. When the percent of interstate usage is less than or equal to ten percent, the Special Access line(s) or MegaLink Custom Services will be provided in accordance with this intrastate Guidebook.
- (B) The customer shall certify whether or not interstate traffic is greater than ten percent of the total traffic carried on the Special Access line(s) or MegaLink Custom Services. This certification will be provided to the Company by the customer as follows:
 - (1) Via the Access Service Request (ASR) form when ordering the line(s), or
 - (2) In the form of written correspondence with clear identification of each line involved and the customer designated jurisdiction associated with each line at the time that the line(s) are ordered other than by ASR form.
- (C) With respect to billing disputes regarding the jurisdiction of Special Access circuits (lines) or MegaLink Custom Services, the customer shall be required to provide to the Company general information on system design and function that is used by the customer to determine the jurisdiction of Special Access circuits (lines), FRS or MegaLink Custom Services.

ACCESS SERVICE

2. General Regulations (cont'd)

2.5 Billing Regulations

2.5.1 Advance Payments

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

2.5.2 Deposits and other payments

To protect itself from the risk of non-payment, the Company may require a customer to provide a cash deposit those instances specified in 2.5.2 (A), below.

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

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

Example for January billings

Assume:

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

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

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

Disputed amounts for the sake of this section are disputed via the process outlined in (B) (1).

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

ACCESS SERVICE

2. General Regulations (cont'd)

2.5 Billing Regulations (cont'd)

2.5.2 Deposits and other payments (cont'd)

(A) (cont'd)

In the event the customer has not received two months of service from the Company, the two-month deposit will be based on charges estimated by the Company for the initial two-month period.

The Company will provide the customer written notice by Overnight Delivery as described in 2.1.6 (A) if a deposit is required under this section. The customer must pay the two-month deposit within 15 business days following the date the written notice is sent to the customer. Such notice period will begin the day after the notice is sent. If the customer fails to pay the deposit by the due date, as described above, the Company may send the customer a written notice by Overnight Delivery stating that if the deposit is not received within 15 calendar days of the original deposit due date, the Company may take any or all of the actions specified in Section 2.1.6 (A).

Simple interest will be paid in accordance with the "Rules and Regulations Applying to All Customers' Contracts" section of the General Exchange Guidebook. The interest rate shall be equal to the current interest rate established by the Directory of the Public Utility Division for deposits held more than one year. Simple interest will be applied for the number of days from the date the customer deposit is received by the Company to and including the date such deposit is credited to the customer's account or the date the deposit is refunded by the Company.

The cash deposit will be returned, with any accrued uncredited interest within 15 business days of when a customer with a history of late payments or no established credit history demonstrates a one-year prompt payment record (undisputed billed balances are paid within the bill payment requirements outlined in 2.5.3).

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

2.5.3 Payment of Rates and Charges

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

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

ACCESS SERVICE

2. General Regulations (cont'd)

2.5 Billing Regulations (cont'd)

2.5.3 Payment of Rates and Charges (cont'd)

All bills are due when rendered and shall be paid no later than 30 days of the bill date or by the next bill date, as set forth in (A), following, whichever is sooner. If the payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the customer as follows:

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

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this Guidebook will be prorated to the number of days or fraction thereof based on a 30-day month.

When a rate as set forth in this Guidebook is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

(A) Past Due Charges

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

If the entire amount billed, exclusive of any amount disputed by the customer, is received by the Company after the payment date or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment charge will apply to the unpaid balance. The late payment charge will be equal to the lesser of:

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

ACCESS SERVICE

2. General Regulations (cont'd)

2.5 Billing Regulations (cont'd)

2.5.3 Payment of Rates and Charges (cont'd)

(B) Billing Disputes

In the event that a billing dispute occurs concerning any charges billed to the customer by the Company the following regulations will apply.

- (1) A good faith dispute requires the customer to provide a written claim to the Company. Instructions for submitting a dispute can only be obtained by calling the billing inquiry number shown on the customer's bill. Such claim must identify in detail the basis for the dispute, the account number under which the bill has been rendered, the date of the bill and the specific items on the bill being disputed, to permit the Company to investigate the merits of the dispute.
- (2) The date of the dispute shall be the date on which the customer furnishes the Company the account information required by Section 2.5.3 (B1), above
- (3) The date of the resolution shall be the date on which the Company completes its investigation of the dispute, notifies the customer in writing of the disposition and, if the billing dispute is resolved in favor of the customer, applies the credit for the amount of the dispute resolved in the customer's favor to the customer's bill.
- (4) If the dispute is decided to be in favor of the Company, then the resolution date will be the date upon which a written decision on this dispute is sent to the customer.

(C) Billing Disputes Resolved in Favor of the Company

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

(D) Billing Disputes Resolved in Favor of the Customer

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

(1) Interest Credit

The customer will receive an interest credit if all of the following conditions exist in section 2.5.3 (B) are met. In addition the customer must have paid the total amount billed in dispute and the billing dispute must be resolved in favor of the customer.

ACCESS SERVICE

2. General Regulations (cont'd)

2.5 Billing Regulations (cont'd)

2.5.3 Payment of Rates and Charges (cont'd)

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

(2) Interest Credit Period

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

(3) Calculation of Interest Credit

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

- (a) The highest interest rate (in decimal value) which may be levied by the law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains; or
- (b) 0.000657 per day, compounded daily and applied for each month or portion thereof that an outstanding balance remains.

ACCESS SERVICE

2. General Regulations (cont'd)

2.5 Billing Regulations (cont'd)

2.5.4 Minimum Periods

- (A) The minimum period for which service is provided and for which rates and charges are applicable is set forth in each section of this Guidebook, where appropriate.
- (B) When a service is discontinued prior to the expiration of the minimum period, charges are applicable whether the service is used or not, as follows:
 - (1) When a service with a one month minimum period is discontinued prior to the expiration of the minimum period, a one month charge will apply at the rate level in effect at the time service is discontinued.
 - (2) When a service with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, with the exception of MegaLink Custom Services, the applicable charge will be the lesser of:
 - (a) The Company's total nonrecoverable costs, less the net salvage value, for the discontinued service, or
 - (b) The total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period.
- (C) For MegaLink Custom Services and associated features and functions in Section 19, the applicable charges are set forth in each respective section.

2.5.5 Cost Assessment Charge (CAC)

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

<u>Description</u>	<u>Monthly Rate</u>	
Cost Assessment Charge (CAC)		
Transport services	4.33%	
- AT&T Dedicated Ethernet Service		(D)

ACCESS SERVICE

2. General Regulations (cont'd)

2.5 Billing Regulations (cont'd)

2.5.6 Credit Allowance for Service Interruptions

(A) General

Service is considered to be interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this Guidebook or the protective controls applied by the Company, specified in 6.7.11 (Network Management), result in the complete loss of service by the customer. An interruption period starts when an inoperative service is reported to the Company and ends when the service is operative.

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

- (1) The applicable monthly rate,
- (2) The assumed minutes of use charge, or
- (3) The billed amount for that particular rate element in those cases where the Guidebook rate exceeds the actual billed amount (e.g., Shared Used Special Access services).

(B) When a Credit Allowance Applies

In addition, Credit Allowance for Service Interruptions also apply when service is interrupted due to labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control. No credit shall be allowed for an interruption period of less than 30 minutes. The customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or fraction thereof that the interruption continues after the initial 30 minute interruption. However, the Service Guarantee as specified in 2.5.8 will not apply.

ACCESS SERVICE

2. General Regulations (cont'd)

2.5 Billing Regulations (cont'd)

2.5.6 Credit Allowance for Service Interruptions (cont'd)

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

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

(1) Special Access Services

A credit allowance for service interruptions applies to the following Special Access Services: Metallic Service, Telegraph Grade Service, Voice Grade Service, Program Audio Service, Video Service, MegaLink Data Service, High Capacity Service, Administration and Maintenance of Priority Restoration, Network Reconfiguration Service and MegaLink Custom Service.

No credit shall be allowed for an interruption period of less than 30 minutes. For each period of 30 minutes, or fraction thereof, that the interruption continues after the initial 30 minute outage, the customer will be credited at the rate of 1/1440 of the monthly charges.

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

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

ACCESS SERVICE

2. General Regulations (cont'd)

2.5 Billing Regulations (cont'd)

2.5.6 Credit Allowance for Service Interruptions (cont'd)

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

(1) Special Access Services (cont'd)

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

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

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

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

ACCESS SERVICE

2. General Regulations (cont'd)

2.5 Billing Regulations (cont'd)

2.5.6 Credit Allowance for Service Interruptions (cont'd)

(C) When a Credit Allowance Does Not Apply

Credit allowances will not be made for the following:

- (1) Interruptions caused by the negligence of the customer.
- (2) Interruptions of 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) When the Company and the customer negotiate the release of the service for (1) maintenance purposes, (2) to make rearrangements or (3) to implement an order for a change in the service, a credit allowance does not apply during the negotiated time of release. Thereafter, a credit allowance as set forth in (A) and (B), preceding, does apply.
- (5) Interruptions of a service which continue because of the failure of the customer to authorize replacement of any element of special construction, as set forth in Section 14 (Special Construction). 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 of the written authorization for such replacement.
- (6) Periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.

ACCESS SERVICE

2. General Regulations (cont'd)

2.5 Billing Regulations (cont'd)

2.5.6 Credit Allowance for Service Interruptions (cont'd)

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

Credit allowances will not be made for the following: (cont'd)

- (7) Interruption of service caused by a customer's failure to provide notification to the Company of media stimulated mass calling events as specified in 6.7.12 (Media Stimulated Mass Calling Events).
- (8) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.
- (9) Credit Allowance for Service Interruptions also apply when service is interrupted due to labor difficulties, government orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control. No credit shall be allowed for an interruption period of less than 30 minutes. The customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or fraction thereof that the interruption continues after the initial 30 minute interruption.

(D) Use of An Alternative Service Provided by the 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 Guidebook rates and charges for the alternative service used.

(E) Temporary Surrender of a Service

In certain instances, the customer may be requested to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted. The credit allowance will be determined in the same manner as a credit for service interruptions as set forth in (A), preceding.

2.5.7 Reserved for Future Use

2.5.8 Service Guarantee

If a customer requests installation or repair of facilities used to provided Special Access Services (Section 7) and the installation or repair is not performed in accordance with the Company's commitment to the customer, the customer is eligible to receive a credit on their bill as set forth under Section 8.3 of the "Rules and Regulations Applying to All Customer's Contracts" section of the General Exchange Guidebook.

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

Jointly Provided Access Service has one end of the service in one exchange telephone company operating territory and the other end of the service in another exchange telephone company operating territory. When Access Service is jointly provided, the exchange telephone companies involved will agree upon a billing, design and ordering arrangement which is consistent with the provisions contained in this section and the Ordering and Billing Forum Standards, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Design and Ordering (MECOD). Customers who want to receive these documents may obtain ordering information from the Reference to Technical Publications section of this Guidebook. Prior to implementation of, or changes to these billing arrangements, the exchange telephone companies involved will give the affected customers 30 days notice.

The type of billing arrangement utilized for jointly provided access service is dependent upon the type of access service provided. MPB allows each involved exchange telephone company to provide service and bill for the portion of the access service that is rendered under its own guidebook or tariff. Meet Point Billing is provided as either a Single Bill-Single Guidebook MPB Arrangement or a Multiple Bill MPB Arrangement as specified in 2.6.2 and 2.6.3, respectively.

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

ACCESS SERVICE

2. General Regulations (cont'd)

2.6 Jointly Provided Access Services (cont'd)

2.6.2 Single Bill-Single Guidebook Meet Point Billing Arrangement

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

(A) General

The Company will participate in the Single Bill-Single Guidebook MPB Arrangement, for access services if the exchange telephone companies involved agree to use the Single Bill-Single Guidebook MPB Arrangement to render a bill to the customer and one of the other involved exchange telephone companies performs the billing company functions.

(B) Ordering

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

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

(C) Rating and Billing of Service

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

ACCESS SERVICE

2. General Regulations (cont'd)

2.6 Jointly Provided Access Services (cont'd)

2.6.3 Multiple Bill Meet Point Billing Arrangement

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

(A) General

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

(B) Ordering

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

(C) Rating and Billing of Service

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

ACCESS SERVICE

2. General Regulations (cont'd)

2.6 Jointly Provided Access Services (cont'd)

2.6.3 Multiple Bill Meet Point Billing Arrangement (cont'd)

(C) Rating and Billing of Service (cont'd)

(2) Nondistance Sensitive Rate Elements

The application of nondistance sensitive rate elements varies according to the rate structure and the location of the facilities involved as set forth following.

- (a) When rates and charges are listed on a per unit basis (e.g., central office bridging or multiplexing), the Company's rates and charges will apply for units located in the Company's operating territory.
- (b) When rates and charges are developed on an individual case basis, such rates will be developed for the portion of the service provided by the Company.
- (c) When rates and charges are listed on a per service basis, these rates and charges will be billed.

ACCESS SERVICE

2. General Regulations (cont'd)

2.7 Definitions

Certain terms used herein are defined as follows:

ACCESS CODE - Denotes a uniform seven digit code assigned by the Company to an individual customer. The seven digit codes have the form 101XXXX or 950-XXXX.

ACCESS CUSTOMER NAME ABBREVIATION (ACNA) - Denotes a three alpha character code that identifies the customer to which the Access Service bill is rendered.

ACCESS MINUTES - Denotes that usage of exchange facilities in interstate or foreign service for the purpose of calculating chargeable usage. Access minutes are as described in Section 6 (Switched Access Service).

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

ACCOUNT OWNER - Denotes a company, including the Company, that provides end users with local service, stores and/or administers the end user's information in the Company's Line Information Data Base (LIDB)

ADVANCED CARRIER IDENTIFICATION SERVICE (ACIS) CODE - Denotes any code assigned by the North American Numbering Plan Administrator (NANPA) that is used in conjunction with ACIS.

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

ACCESS SERVICE

2. General Regulations (cont'd)

2.7 Definitions (cont'd)

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

ALTERNATE BILLING SERVICE - Denotes the term for services that provide end users the ability to bill calls to an account not necessarily associated with the originating line.

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

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

ACCESS SERVICE

2. General Regulations (cont'd)

2.7 Definitions (cont'd)

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

BALANCE (100 TYPE) TEST LINE - Denotes an arrangement in an end office which provides for balance and noise testing.

BASIC SERVICE ELEMENT (BSE) - Denotes an unbundled service option available only with Basic Serving Arrangements.

BILLING ACCOUNT NUMBER (BAN) - Denotes a code that identifies the customer's billing account to which Access Services are billed.

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

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

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

BUSINESS DAY - Denotes the times of day that the Company is open for business. Generally, these are 8:00 or 9:00 A.M. to 5:00 or 6:00 P.M., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, Business Day hours for the Company may vary based on company policy, union contract and location. To determine such hours for an individual Company location, the Company should be contacted at the address shown under the Issuing Carrier's name listed on Page 1, Check Sheet.

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

CARRIER OR COMMON CARRIER - See Interexchange Carrier.

ACCESS SERVICE

2. General Regulations (cont'd)

2.7 Definitions (cont'd)

COMMINGLING⁽¹⁾ - Commingling means the connecting, attaching or otherwise linking of an unbundled network element, or a combination of unbundled network elements, to one or more facilities or services that a requesting telecommunications carrier has obtained at wholesale from the Company, or the combining of an unbundled network element, or a combination of unbundled network elements with one or more such facilities or services. Commingle means the act of commingling.

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

CUSTOMER CARRIER NAME ABBREVIATION (CCNA) - Denotes a three alpha character code that identifies the Access Customer submitting the Access Order and receiving confirmation of the Order.

CUSTOMER CIRCUIT REFERENCE (CKR) - Denotes a circuit number or range of circuit numbers assigned, administered and utilized by the customer as a cross reference to the Company's circuit numbers.

CUSTOMER TERMINAL LOCATION - See Point of Termination.

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

ACCESS SERVICE

2. General Regulations (cont'd)

2.7 Definitions (cont'd)

DEMARCATION POINT - Denotes the point (referred to as Demarc Point or Network Interface) of interconnection between the Company's facilities and the wiring at the subscriber's premises. The Demarc Point shall consist of wire or a jack conforming to Subpart F of Part 68 of the Federal Communications Commission's Rules and Regulations. Terms and conditions for the location of the demarcation points are found in the "Rules and Regulations Applying to All Customers' Contracts" section of the General Exchange Guidebook.

DESIRED DUE DATE - Denotes the date the customer desires service.

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

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

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

EXCHANGE - Denotes a unit, generally smaller than a 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 comprises a given Local Access and Transport Area.

FACILITY - Denotes any one of the elements of physical telephone plant that is needed to provide access service.

FIELD IDENTIFIER (FID) - Denotes a two to four character alphanumeric code used to identify data, give instructions, or associate data that is to be processed as a group.

FIRST COME - FIRST SERVED - Denotes the practice for processing access orders. The first access order received will be the first access order processed.

ACCESS SERVICE

2. General Regulations (cont'd)

2.7 Definitions (cont'd)

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

IMMEDIATELY AVAILABLE FUNDS - Denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and includes U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

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

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

INTEREXCHANGE CARRIER (IC) OR INTEREXCHANGE COMMON CARRIER - Denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interstate or foreign communication by wire or radio, between two or more exchanges.

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

INTERSTATE COMMUNICATIONS - Denotes both interstate and foreign communications.

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.

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

LOCAL ACCESS AND TRANSPORT AREA (LATA) - Denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

ACCESS SERVICE

2. General Regulations (cont'd)

2.7 Definitions (cont'd)

LOSS DEVIATION - Denotes the variation of the actual loss from the designed value.

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

MERGER - Denotes the union of two or more interests or corporations.

MESSAGE - Denotes a "call" as defined preceding.

MOBILE CARRIER: Denotes carriers regulated under Parts 5, 22 or 90 of the F.C.C. Rules and Regulations, including Cellular Mobile Carriers, Radio Common Carriers and Specialized Mobile Radio Carriers.

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

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

OCTET: Denotes 8-bits of binary information.

OPERATING COMPANY NUMBER - Denotes a four-character alphanumeric identifier used to determine the company of the NPA-NXX code-holders.

PERSONAL COMMUNICATIONS SERVICE (PCS) - Denotes a set of capabilities that allows some combination of personal mobility, terminal mobility and service profile management.

POINT OF TERMINATION - See Demarcation Point.

PREMISES - Denotes a building, or a portion of a building in a multitenant building, or buildings on continuous property (except Railroad Right-of-way, etc.) not separated by a public highway.

QUERY - Denotes a request for specific information generated by a computer processor and sent to an application, i.e., a data base, with a predefined set of possible responses.

RADIO COMMON CARRIER - Denotes carriers which are regulated under Part 22 of the F.C.C.'s Rules and Regulations who engage in the provision of public radio/mobile service.

RATING POINT - Denotes a point used in calculating mileage for Special Access.

ACCESS SERVICE

2. General Regulations (cont'd)

2.7 Definitions (cont'd)

REGISTERED EQUIPMENT - Denotes the customer's premises equipment (CPE) which complies with and has been approved within the Registration Provisions of Part 68 of the F.C.C.'s Rules and Regulations.

RESPONSE - Denotes one response from a set of predefined possible responses to a request for information contained in a query from a computer processor.

SERVING WIRE CENTER - Denotes the end office from which the customer designated premises would normally obtain dial tone from the Company for Local Exchange Service purposes.

SEVEN DIGIT MANUAL TEST LINE - Denotes an arrangement which allows the customer to select balance, milliwatt and synchronous test lines by manually dialing a seven digit number over the associated access connection.

SHORTAGE OF FACILITIES OR EQUIPMENT - Denotes a condition which occurs when the Company does not have appropriate cable, switching capacity, bridging, or multiplexing equipment, etc., necessary to provide the Access Service requested by the customer.

TERMINUS BRIDGING HUB - Denotes the connection of three or more customer designated premises to form a Special Access multipoint service within that bridging hub.

ACCESS SERVICE

2. General Regulations (cont'd)

2.7 Definitions (cont'd)

UNBUNDLED NETWORK ELEMENTS (UNEs)⁽¹⁾ - Denotes the network elements the Company is required to provide on an unbundled basis pursuant to Section 251(c)(3) of the Communications Act of 1934, as amended.

UNIFORM SERVICE ORDER CODE (USOC) - Denotes a three or five character alphabetic, numeric or an alphanumeric code that identifies a specific item of service or equipment. Uniform Service Order Codes are used in the Company billing system to generate recurring rates and nonrecurring charges.

WIRE CENTER - Denotes a building in which one or more central offices, used for the provision of Telephone Exchange Services, are located.

2.8 Promotions

The Company may, during limited promotional periods, offer end users special rate incentives.

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