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## B2. TERMS AND CONDITIONS

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**B2.1 Undertaking of the Company****B2.1.1 Scope**

- A. Private line service is the provision of Company facilities for communication between specified locations of customers or authorized users.
- B. The Company does not undertake to transmit messages.

**B2.1.2 Limitations**

(DELETED)

**B2.1.3 Liability**

- A. The services furnished by the Company are subject to the terms, conditions and limitations herein specified and to such particular terms, conditions and limitations as are set forth in other sections of this *Guidebook* applicable to the particular services. (T)
- B. The liability of the Company for damages arising out of mistakes, omissions, interruptions, preemptions, delays or errors or defects in transmissions occurring in the course of furnishing service and not caused by the negligence of the customer, or of the Company in failing to maintain proper standards of maintenance and operating and to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, preemption, delay, or error or defect in transmission occurs. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, preemptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, preemption, delay, error, defect in transmission or injury occurs), and (2) not prevented by customer-provided equipment but which would have been prevented had Company-provided equipment been used.
- C. The Company shall be indemnified and saved harmless by the customer against:
  - 1. Claims for libel, slander and infringement of copyright arising from the material transmitted over services furnished by the Company;
  - 2. Claims for infringement of patents arising from, combining with, or using in connection with, services furnished by the Company, apparatus and systems of the customer; and
  - 3. All other claims arising out of any act or omission of the customer in connection with the services furnished by the Company.

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**B2. TERMS AND CONDITIONS**

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**B2.1 Undertaking of the Company (Cont'd)****B2.1.3 Liability (Cont'd)**

- D.** The Company is not liable for any act or omission of another telephone company or companies furnishing a portion of the service.
- E.** The Company does not guarantee nor make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or persons, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of said equipment so provided.  
The Company may require each customer to sign an agreement as a condition precedent to the provision of such equipment.
- F.** The Company is not liable for any defacement of or damage to the premises of a customer or authorized user resulting from the attachment of the Company's instruments, apparatus and associated wiring on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company.

- G.** Unauthorized Computer Intrusion

The Company's liability, if any, for its willful misconduct is not limited by this section of this *Guidebook*. With respect to any other claim or suit by a subscriber, common carrier, reseller, or any other party for damages caused by, or associated with, any unauthorized computer intrusion, including but not limited to the input of damaging information such as a virus, time bomb, any unauthorized access, interference, alteration, destruction, theft of, or tampering with, a Company computer, switch, data, database, software, information, network or other similar system, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge by the Company for the service for the period during which the service provided by the Company was affected or so utilized.

(T)

Each subscriber of the Company shall be responsible for providing appropriate security measures to protect the subscriber's computer, data, or telecommunications network.

- H.** Transmission of Data

Voice-grade lines are primarily conditioned to handle data speeds up to 9.6 kilobits per second (kbps). The Company makes no guarantee that voice-grade access lines and/or facilities are suitable for the transmission of data. However, in those cases where the transmission of data is attempted, the Company shall not be held liable for any damage, harm or loss of data caused by the subscriber using the Company's voice-grade telephone access lines and/or facilities for the transmission of data. The Company's liability shall be limited to errors or damages to the transmission of voice messages over these facilities, and the liability shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

- I.** Errors or Damages Caused by System Date Limitations

The Company's liability for errors or damages resulting from the inability of the Company's systems to process unusual date requirements shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

- J.** Unauthorized Devices

The Company shall not be liable or responsible for any damage or harm that may occur as the result of unauthorized devices or the failure of the Company to detect unauthorized devices on the subscriber's line.

**B2.1.4 Provision of Services**

- A.** The Company will furnish, maintain and repair all facilities and equipment necessary for private line service, except that, the customer or authorized user may provide his own terminal equipment or communications systems for use with such service as expressly authorized in 1. through 5. following, or as otherwise authorized in this *Guidebook*.
  - 1. When a private line channel is used for voice communications for the purpose of remote operation of mobile radiotelephone systems, it is contemplated that the customer or authorized user shall provide all station apparatus for such use.
  - 2. When a customer or authorized user elects to provide his own communications system, it is contemplated that the customer or authorized user, except as provided in B2.6.3.A. following, shall provide all station apparatus and associated channels which are a part of the system and which are located on the same premises as the system.

(T)

## B2. TERMS AND CONDITIONS

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### B2.1 Undertaking of the Company (Cont'd)

#### B2.1.4 Provision of Services (Cont'd)

- A. The Company will furnish, maintain and repair all facilities and equipment necessary for private line service, except that, the customer or authorized user may provide his own terminal equipment or communications systems for use with such service as expressly authorized in 1. through 5. following, or as otherwise authorized in this *Guidebook*. (Cont'd) (T)
  3. When a private line channel is used for teletypewriter transmission, the teletypewriter equipment may be provided by the customer or authorized user. On a given private line at a given premises, all such equipment must be provided by, (1) the Company or (2) the customer or authorized user. Such equipment must operate at a line signaling speed not to exceed that specified for the channel furnished.
  4. When a private line channel is used for data transmission which requires terminal equipment (data sets), such data sets may be provided by the customer or authorized user; except that, the Company shall furnish all data sets, located in Company central offices. Where the customer or authorized user elects to provide his own data set(s) on a given private line, it shall be the responsibility of the customer or authorized user to ensure the continuing compatibility of such data set(s) with the facilities furnished by the Company.
  5. When a private line channel is used for transmission purposes other than voice and teletypewriter except as specified in 1., 2., 3. and 4. preceding, it is contemplated that the customer or authorized user will provide the station equipment for such other purposes.
- B. Private Line Channels between exchanges capable of using the Local Exchange Network
  1. General
 

When an intraLATA private line channel between exchanges is connected to a device capable of, and for the intention of, completing calls into the local exchange network, there will be an additional Measured or Message charge associated with the flat rate Exchange Service Rate for that device (e.g. the PBX trunk in the case of a PBX). These additional charges are specified in the Local Exchange Company's General *Exchange Guidebook*. (T)
  2. Application of Additional Measured or Message Service Charges
 

Application of additional Measured or Message exchange service charges for channels existing on the effective date of this *Guidebook* will commence March 16, 1986, unless the certification process described in 3. following is met on or before February 8, 1986. For new intraLATA private line channels between exchanges ordered on or after the effective date of this *Guidebook* and terminating for a customer at the same address at which a PBX trunk or other similar exchange service is also provided, that exchange service will automatically be charged additional Measured or Message charges unless the certification process described in 3. following is met. Additional Measured or Message service rates will be applied at the discretion of the Local Exchange Company for exchange services not certified by the process described in 3., following. (T)
  3. Certification Process
 

The certification will be in the form of a written notification to the Company certifying that calls are not completed into the Local Exchange Network over the intraLATA private line channel between exchanges. The notification may be provided (1) on or before February 8, 1986, for service existing on the effective date, (2) at the time new service is ordered or (3) at such time the intraLATA private line channel between exchanges is reterminated to a device not intended to interconnect to the local exchange network. If a written certification is not received at the time an order for service is placed, additional message/measured exchange service charges will apply. Exempt status will become effective on the date certification is received by the Company.
  4. Change of Status
 

The Company will cease billing message/measured exchange service rates when certification that the service has become exempt as set forth in 3., preceding is received.



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## B2. TERMS AND CONDITIONS

### B2.1 Undertaking of the Company (Cont'd)

#### B2.1.4 Provision of Services (Cont'd)

- C. The Service Installation Guarantee, as set forth in B2.4.17 following, is applicable to specified services offered in this Guidebook. The Service Installation Guarantee is applied on a per circuit basis for Private Line services.

The following list identifies some of the individual Private Line services which are eligible for credit of nonrecurring charges under "Service Installation Guarantee" found in B2.4.17 following.

- MegaLink Channel Service
- MegaLink ISDN Service
- MegaLink Service
- SynchroNet Service
- Voice Grade Service (Series 2000)

Other services eligible for credit of nonrecurring charges under Service Installation Guarantee provisions are noted in their respective guidebook sections.

The following service(s)/service element are not eligible for such credit:

- Custom Network Service
- FlexServ Service

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

#### B2.1.5 Special Construction, Equipment and Arrangements

All rates and charges set forth in this Guidebook provide for the furnishing of service where suitable facilities are available. Where special construction of channel facilities is necessary, special construction charges may apply as set forth in Section B5.

#### B2.1.6 Work Performed Outside Regular Working Hours

The rates and charges specified in this Guidebook contemplate that all installation, moves, changes or rearrangements of service be performed during regular working hours. Whenever a customer requests that such work be performed outside the Company's regular working hours or that such work once begun be interrupted, so that the Company incurs cost that would not otherwise have been incurred, the customer may be required to pay, in addition to the other rates and charges specified in this Guidebook, the amount of additional costs incurred by the Company as a result of the customer's special requirements.

#### B2.1.7 Application for Service

- A. Any applicant for service may be required to sign an application form requesting the Company to furnish the service in accordance with rates, charges, terms and conditions as specified in this Guidebook.
- B. The Company reserves the right to refuse service to any applicant who is found to be indebted to the Company for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness, except that failure to pay for service under this Guidebook at a different location and a different telephone number shall not constitute sufficient cause for refusal of residence service or vice-versa.
- The Company may also refuse to furnish service to any applicant desiring to establish service for former customers of the Company who are indebted for previous service until satisfactory arrangements have been made for the payment of such indebtedness.
- C. If private line service is established and it is subsequently determined that either condition in B. preceding exists, the Company may suspend or disconnect such service until satisfactory arrangements have been made for the payment of the prior indebtedness.

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## B2. TERMS AND CONDITIONS

### B2.1 Undertaking of the Company (Cont'd)

#### B2.1.8 Obligation of the Company

##### A. Obligation to Furnish Service

1. The Company shall satisfy requests for telecommunications services except in the following situations: (T)
  - a. Where the Company, in its sole discretion, is unable to secure suitable rights to place and maintain facilities to provide the services; or (T)
  - b. Where providing the services is uneconomic or otherwise based upon economic factors, in the Company's sole discretion; or (T)
  - c. Where the Company is unable to make an economic assessment due to the Company's inability to secure necessary information, from the owner or developer of a property or other relevant party, to make that assessment; or (T)
  - d. Where any conditions in this Guidebook are not satisfied, including, without limitation, conditions requiring payment of special construction charges under Section B5. "Charges Applicable Under Special Conditions"; or (T)
  - e. Where otherwise specified in this Guidebook. (T)
2. The Company's obligation to furnish service or to continue to furnish service may be modified during a Trial as specified elsewhere in this Guidebook. (N)

#### B2.1.9 Telecommunications Service Priority (TSP) System

##### A. Service Description

1. The Telecommunications Service Priority (TSP) System is a structured coding scheme that prescribes the order in which National Security Emergency Preparedness (NSEP) telecommunications services are installed or restored. TSP service is limited to qualifying state and local governments, the federal government, foreign governments and certain private industry telecommunications services. The Company can only accept orders for TSP service from holders of valid TSP Authorization Codes. TSP Authorization Codes are administered by the Director, Office of Emergency Communications (OEC). The TSP System was developed to support the requirements of the U. S. Government and applies only to NSEP telecommunications services to which the Company is able to apply priority treatment. It requires and authorizes priority action by the Company.
2. Conditions of emergency or crises that cause invocation of NSEP treatment can only be declared by authorized officials of the Federal Government or other officials (Federal or non-Federal) specified by the Director, Office of Emergency Communications (OEC) on behalf of the Executive Office of the President of the United States.

##### B. Service Limitations

1. Priority installation and/or restoration of NSEP telecommunications services shall be provided in accordance with Part 64.401, Appendix A, of the Federal Communications Commission's Rules and Regulations.

In addition, TSP System service shall be provided in accordance with the guidelines set forth in "Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service User Manual" (NCS manual 3-1-1 dated July 9, 1990) and "Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service Vendor Handbook" (NCS manual 3-1-2 dated July 9, 1990).
2. The customer for the TSP System service must also be the same customer for the underlying Private Line Service with which it is associated.
3. The Company will arrange for the installation and/or restoration of TSP System service upon receipt of the proper certification as specified in 1. preceding.
4. It is the responsibility of the TSP user to provide the TSP Authority Code to the Company with each service request.
5. When performing Priority Installation or Priority Restoration (repair) on TSP-designated services in compliance with the Rules and Regulations cited in 1. preceding, the Company may not be in a position to notify the customer regarding additional labor charges if additional labor is required. The customer recognizes that quoting charges and obtaining permission to proceed with the installation or restoration of service may cause unnecessary delays and grants the Company the right to quote charges after the installation or restoration has been completed.

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## **B2. TERMS AND CONDITIONS**

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### **B2.1 Undertaking of the Company (Cont'd)**

#### **B2.1.9 Telecommunications Service Priority (TSP) System (Cont'd)**

##### **C. Terms and Conditions**

(T)

1. Under certain conditions, it may be necessary to preempt one or more customer services with a lower (or no) restoration priority in order to install or restore NSEP telecommunications service(s). If preemption is necessary and if circumstances permit, the Company will make every reasonable effort to notify the preempted customer of the action to be taken. Credit allowance for service preemption will adhere to the provisions appearing in B2.4.8.
2. No charge applies when a TSP designation is discontinued.
3. With the exception of credit information, a customer obtaining TSP System service acknowledges and consents to the provision of certain customer service details by the Company to the Federal Government to allow for the proper maintenance and administration of the TSP System. That information includes but is not necessarily limited to:
  - Confirmation of completed TSP service orders directly to the Director, Office of Emergency Communications (OEC);
  - Verification of installation and/or restoration priority level assignment(s) with the Director, OEC;
  - Reconciliation of TSP service information with the Director, OEC or the customer (prime service vendor).

##### **D. Definitions**

###### **National Security Emergency Preparedness (NSEP) Services**

NSEP services are telecommunications services that are used to maintain a state of readiness or to respond to and manage any events or crises (local, national or international) which causes or could cause injury or harm to the population, damage to or loss of property, or degrade or threaten the NSEP posture of the United States.

###### **Office of Emergency Communications (OEC)**

The OEC is responsible for the day-to-day operations of the TSP System. This includes maintaining a twenty-four hour point-of-contact to handle emergency provisioning requests, assigning priority levels and Authorization Codes and maintaining data on TSP assignments.

###### **Prime Vendor**

The service vendor from whom the service user or its authorized agent orders service.

###### **Priority Installation (PI)**

Provisioning, on a priority basis, of a new TSP service authorized as so urgent that it must be provided earlier than the Company's standard provisioning interval.

###### **Priority Restoration (PR)**

Restoration, on a priority basis, of an existing TSP service for which any interruption would have serious adverse impact on the supported NSEP function.

## B2. TERMS AND CONDITIONS

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### B2.1 Undertaking of the Company (Cont'd)

#### B2.1.9 Telecommunications Service Priority (TSP) System (Cont'd)

##### D. Definitions (Cont'd)

###### Subcontractor

The service vendor from whom the prime vendor obtains service for the completion of the prime vendor's end-to-end service.

###### Telecommunications Service Priority (TSP) System

TSP is a structured coding scheme that establishes the order in which NSEP services are to be installed or restored in the event of an emergency. The TSP System was developed to ensure priority treatment of the nation's most important telecommunications services.

###### TSP Authorization Code

A twelve character code that identifies an NSEP TSP service and denotes the order in which that service is to be provisioned (installed) and/or restored.

##### E. TSP Rate Categories

1. There are two basic rate categories which apply to TSP System service:
  - a. Priority Installation
  - b. Priority Restoration
    - Level Implementation
    - Level Change
    - Maintenance/Administration
2. Certain activities associated with the TSP System are included in the rate elements as follows:
  - a. Priority Installation includes order coordination.
  - b. Priority Restoration includes system development, verification and confirmation.

##### F. Rates and Charges

1. The following rates and charges are in addition to all other rates and charges that may be applicable for other services furnished in conjunction with TSP service:

- a. Priority Installation (PI)<sup>1</sup>

- (1) Per circuit

	Nonrecurring Charge	Monthly Rate	USOC
(a) Prime vendor	\$83.00	\$-	P1APX
(b) Subcontractor	83.00	-	P1ASX
b. Priority Restoration (PR), per circuit			

**Note 1:** *Terms, conditions*, rates and charges for Expedited (Emergency or Essential) service are the same as those set forth in B2.4.13.B. following for the private line services for which PI is required.

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## B2. TERMS AND CONDITIONS

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### B2.1 Undertaking of the Company (Cont'd)

#### B2.1.9 Telecommunications Service Priority (TSP) System (Cont'd)

##### F. Rates and Charges (Cont'd)

1. The following rates and charges are in addition to all other rates and charges that may be applicable for other services furnished in conjunction with TSP service: (Cont'd)

- b. Priority Restoration (PR), per circuit (Cont'd)

- (1) Level Implementation

	Nonrecurring Charge	Monthly Rate	USOC
(a) Prime vendor	\$64.00	\$-	PR5PX
(b) Subcontractor	64.00	-	PR5SX
(2) Level Change			
(a) Prime vendor	64.00	-	PR8PX
(b) Subcontractor	64.00	-	PR8SX
(3) Maintenance/Administration			
(a) Prime vendor	-	3.00	PR9PX
(b) Subcontractor	-	3.00	PR9SX

#### B2.1.10 Reserved for Future Use

#### B2.1.11 Reserved for Future Use

#### B2.1.12 Reserved for Future Use

#### B2.1.13 Reserved for Future Use

#### B2.1.14 Reserved for Future Use

#### B2.1.15 Reserved for Future Use

#### B2.1.16 Application Testing

The Company makes no warranties with respect to the performance of certain services for any and all possible customer applications which may utilize these services. The Company will provide a limited amount of such service(s) subject to the conditions specified in A. and B. following. Such service is to be utilized without charge in an initial application test with a customer for no longer than 60 days from the date of installation. The purpose of an application test is to determine the appropriateness of that specific service(s) for that specific application prior to the customer placing a firm order for such service(s).

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## B2. TERMS AND CONDITIONS

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### B2.1 Undertaking of the Company (Cont'd)

#### B2.1.16 Application Testing (Cont'd)

- A. Additional *terms and conditions* for *guidebook* services that may be used in an application test are listed in the specific *guidebook* section for that service. Services to be provided in an application test are subject to the availability of facilities and equipment as determined by the Company. (T)
- B. Services that are utilized in an application test with a customer may be provided without charge for an application test period of up to sixty days. Such service is provided by the Company for the specific purpose of conducting an application test with a customer and is not intended to be utilized as a substitute for temporary service.
  - 1. Upon completion of the application test where the customer determines that the performance of the services utilized are unacceptable for the application, the application test service will be removed without charge to the customer.
  - 2. Upon completion of the application test where the customer determines that the performance of the services utilized are acceptable for the application and no changes to the test service configuration are required, the customer will be billed the appropriate nonrecurring charges for the test service and monthly billing will begin at that time.<sup>1</sup>
  - 3. Upon completion of the application test where the customer determines that the performance of the services utilized are acceptable for the application, however, the test service configuration must be changed, the customer shall be responsible for both the appropriate nonrecurring charges for the application test service plus all appropriate charges for the rearrangement of the service. Monthly billing shall begin for the rearranged service.<sup>1</sup>

### B2.2 Use

#### B2.2.1 Users

A private line service may be used for one or more of the purposes specified in A. through H. following.

- A. For the transmission of communications to or from the customer and relating directly to the customer's business. No one may be a customer for a private line service who does not have a communication requirement of his own for its use except as provided in C. and G. following.
- B. For the transmission, to all stations simultaneously, of communications which relate directly to matters of common interest to the customer and the authorized users, when those connected to the service are all in the same general line of business;
- C. For the transmission of communications relating directly to the business of a subsidiary corporation over which the customer exercises control through the ownership of more than 50% of the voting stock;

**Note 1:** Any additional service requested to be installed upon completion of the application test shall be subject to standard *guidebook* nonrecurring charges and rates as set forth in each service *guidebook*.

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**B2. TERMS AND CONDITIONS**

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**B2.2 Use (Cont'd)****B2.2.1 Users (Cont'd)**

- D.** For the transmission of communications to or from any station on a service furnished to a Department or Agency of the United States Government when the head of the Department or Agency, or his duly authorized representative, notifies the Company in writing that the use is intended only for official United States Government business;
- E.** Where the customer is an organized stock or commodity exchange, for the transmission of communications to or from an exchange member located on the floor of such exchange and relating directly to the business of the member.
- F.** Where the use of the service relates to coordination or exchange of pooled electrical power, for the transmission of communications between any two or more stations of such service or similar services furnished to others who are parties to the coordinating or exchange arrangement;
- G.** For the transmission of communications to, from, within and between air carriers, where the customer is an aeronautical communications company licensed under the Aviation Services rules of the Federal Communications Commission to operate stations in the aeronautical mobile and fixed services; or
- H.** For the transmission of communications to or from any station on a service furnished to the United States Postal Service for its use in the provision of its Facsimile Mail Service.

**B2.2.2 Unlawful Purposes**

The service is furnished subject to the condition that it will not be used for any unlawful purpose. Service will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service or channels are being used in violation of law. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law.

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**B2.2.3 Use by Others**

- A.** Private line service shall not be used for any purpose for which payment or other compensation shall be received by either the customer or any authorized user, or in the collection, transmission, or delivery of any communications for others, except as provided in B2.2.1.F. and G. preceding. This provision does not prohibit an arrangement between the customer and the authorized user to share the cost of the private line service.
- B.** Private line services are furnished for use between two or more designated premises. The services are intended only for communications in which the customer or an authorized user has a direct interest.
- C.** Any entity intending to resell private line services must be certificated by the Florida Public Service Commission as an Alternative Access Vendor (AAV) for intraexchange services, and as an AAV or Interexchange Carrier (IC) for interexchange services. Those entities certificated as an AAV or IC may resell private line services only by purchasing the like service from Section E7., Dedicated Access Services, of the Company's intrastate Access Service Tariff. Any entity certificated as an AAV or IC may purchase and resell a Local Exchange Company's (LEC's) private line service only between affiliated entities.

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**B2. TERMS AND CONDITIONS**

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**B2.2 Use (Cont'd)****B2.2.3 Use by Others (Cont'd)**

- D. Alternative Access Vendors (AAVs) can resell a special access service which is part of a dedicated interexchange private line between affiliates, and a special access service to an ICs switched network without affiliate restriction. In addition, an IC can resell an interexchange private line service under its existing IC certificate with no affiliate restriction, provided the LEC provides the local channel (LC) on each end of the private line service. However, if an IC utilizes an AAV to provide the LCs, the affiliate restrictions will apply.
- E. Most services specified in this *Guidebook* are available for resale, except as otherwise noted by the Florida Public Service Commission and in the Alternative Local Exchange Carriers' (ALECs) resale agreements, by the ALECs and subject to the terms and conditions specified in this *Guidebook*.

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**B2.2.4 Reserved for Future Use****B2.2.5 For Different Types of Transmission on a Simultaneous Basis**

A private line may be used for different types of transmission simultaneously as provided in A. through C. and B2.2.6 following in accordance with the normal transmission characteristics of such a private line.

- A. When used for the remote operation of a mobile radiotelephone system, it may be used simultaneously for voice communication and to transmit more than one tone in sequence or simultaneously for control purposes.
- B. When used for control, metering or signaling purposes, it may be used to transmit more than one tone in sequence or simultaneously for such purposes.
- C. When used for alternate voice and data transmission and arranged for duplex operation, it may be used for voice transmission in one direction and data transmission in the other direction simultaneously.

**B2.2.6 Channel Derivation**

Additional channels may be created from a channel provided for private line service use as provided in A. and B. following:

- A. Customers or authorized users by use of their own equipment, and in accordance with the normal transmission characteristics of the private line, may create additional channels from channels furnished by the Company if the channels are furnished by the Company for, and if the channels thus created are used for (1) remote operation of mobile systems or (2) remote metering, supervisory control or signaling purposes;
- B. Customers or authorized users by use of their own equipment, and in accordance with the normal transmission characteristics of the grade of channel ordered may create additional channels for any type of communication, except as specified in A. preceding, by subdividing:
  - 1. A channel of a type number lower than a Series 10001 channel
  - 2. (DELETED)



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## B2. TERMS AND CONDITIONS

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### B2.2 Use (Cont'd)

#### B2.2.6 Channel Derivation (Cont'd)

##### B. (Cont'd)

3. However, such channels may not be created from a private line utilizing Types 1001, 1101, 1002, 1102 or 1205.
- C. The use of equipment provided by customers or authorized users to create additional channels from channels furnished by the Company is subject to the **terms and conditions** contained in B2.6.1 and B2.6.2.A. and B2.6.2.B. following.
- D. The Company makes no representation as to the suitability of the channels provided by it for such subdivision into additional channels by such equipment.

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#### B2.2.7 Connections Involving Private Line Services

- A. Connections involving private line service may be made as authorized in B2.1.4 preceding and B2.6 following.
- B. Connections may also be made whereby a private line customer with LightGate service or SMARTRing service, in order to meet their communication needs, may connect to intraLATA services billed to another customer. These connections may be made via a Private Line Connection Arrangement whereby the LightGate service or SMARTRing service customer is considered a Host Customer and the customer connecting to the Host Customer's service is considered a Connecting Customer. Such connections may be made when the Connecting Customer's intraLATA service that is being connected to the Host Customer's LightGate service or SMARTRing service is for the use of the Host Customer in the conduct of his business. The Host Customer shall certify in writing, the name of the Connecting Customer and that such services that are being connected to his LightGate service or SMARTRing service arrangement are for his use in the conduct of his business. Also, the Host Customer shall provide the Connecting Facility Assignment (CFA) associated with his LightGate service or SMARTRing service that will be used to connect to the Connecting Customer's service.

Where the Host Customer subscribes to LightGate service or SMARTRing service under Channel Services Payment Plan (CSPP) terms, the payment period for the connecting customer's directly associated rate elements must have a termination date that is equal to or less than that of the Host Customer's service. Where the Host Customer receives services under month-to-month payment terms, a Connecting Customer must also receive service under month-to-month payment terms. Disconnection of a Connecting Customer's service under CSPP terms creates no associated termination or payment obligations for the Host Customer. However, if the Host Customer plans to disconnect his LightGate service or SMARTRing service under CSPP, he must notify the Connecting Customer of the planned/pending disconnect and the Connecting Customer is responsible for any remaining payment obligations for his part of the Private Line Connection Arrangement.

A one-time coordination charge will be assessed with the establishment of a Private Line Connection Arrangement. A Private Line Connection Arrangement Coordination Charge is required for each Host Customer/Connecting Customer arrangement. The Host Customer is responsible for payment of the Private Line Connection Arrangement Coordination Charge. In addition to the coordination charge, a separate nonrecurring charge will apply to process each service order on a Private Line Connection Arrangement account. The charge to process each order is called a Private Line Connecting Arrangement Order Charge and is paid by the Connecting Customer. Charges for coordination and service order processing are as follows:

	<u>Nonrecurring Charge</u>	<u>USOC</u>
Private Line Connecting Arrangement Coordination Charge - per arrangement	\$75.00	QCACC
Private Line Connecting Arrangement Order Charge - per service order	\$60.00	QCAOC

#### B2.2.8 Reserved for Future Use

## B2. TERMS AND CONDITIONS

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### B2.3 Obligations of the Customer

#### B2.3.1 Customer Responsibilities

The customer shall be responsible for:

- A. Establishing his identity in the course of any communication as often as may be necessary;
- B. Establishing the identity of the person or persons with whom connection is made at the called station;
- C. Damage, loss or destruction of any of the Company's apparatus due to the negligence or willful act of the customer or authorized user and not due to ordinary wear and tear or to fire or other causes beyond the control of the customer, the customer shall be responsible for the cost of replacing the apparatus destroyed or for the cost of restoring the apparatus to its original condition;
- D. The provision of power, space and supporting structures required to operate the Company services installed on the premises of the customer or authorized user.
- E. The provision, installation and maintenance of sealed conduit with explosive-proof fittings between equipment in explosive atmospheres and points outside the hazardous area where connection may be made with regular facilities of the Company, and may be required to install and maintain equipment within the hazardous area if, in the opinion of the Company, injury or damage to Company employees or property might result from installation or maintenance by the Company;
- F. Obtaining permission for Company agents or employees to enter the premises of the customer or authorized user at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of the service, removing the facilities of the Company; and
- G. Making Company facilities available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance will be made for the period during which the service is interrupted for such purposes.
- H. Where new or additional service is to be established at a location that has a hazardous electrical environment (e.g., an electric power substation or generating plant or a high voltage transmission tower, switching or distribution location), the customer must have high voltage isolation equipment installed at such premises whenever hazardous voltages of 1000V peak-asymmetrical or greater exist prior to the installation of *Company* ordered service. If the customer is aware that its premises are located where such hazardous voltages exist, the customer must notify *the Company* of this fact at the time its order for service is placed. *The Company* makes high voltage isolation equipment that complies with the Institute of Electrical and Electronics Engineers ("IEEE") Standards 487 and 1590 available to its customer under Special Assembly to meet location specific requirements.

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The customer may elect to provide high voltage protection by means other than Special Assembly and if customer so elects, the customer shall submit its proposed design and equipment specifications to *the Company* for *the Company's* approval prior to installation of *Company* service ordered. Where the customer has elected to select, install, use and maintain its own high voltage protection equipment, the customer does so with the understanding that it is solely responsible for any interruption of *the Company's* service associated with its selection, installation, use or maintenance of the high voltage protection. Furthermore, the customer, its employees, agents, officers, directors, affiliates, successors and assigns agree to indemnify and hold *the Company*, its subsidiaries, affiliates and their collective employees, agents, officers, and directors harmless from all loss, liabilities, costs and expenses, including attorneys' fees and all costs of defense and settlement, resulting from interruption of service, damage to property, claims, demands, suits or actions of any nature whatsoever arising from the failure of the high voltage protection selected, installed, used or maintained by the customer.

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*The Company* reserves the right to suspend any service it provides absent required high voltage protection until adequate protection is provided.

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Standard intervals do not apply for service ordered where voltage isolation equipment is required and must be installed prior to installation of service ordered from *the Company*.

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#### B2.3.2 Rearrangements and Repairs

A customer or authorized user may not rearrange, disconnect, remove or attempt to repair or permit others to rearrange, disconnect, remove or attempt to repair any apparatus or wiring installed by the Company, except upon the written consent of the Company.

#### B2.3.3 Transfer of Service

Service previously furnished one customer may be assumed by a new customer upon due notice of cancellation or in case of abandonment, provided there is no lapse in service. Transfer of service charges are appropriate as set forth in Section A2. of the General *Exchange Guidebook*.

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## B2. TERMS AND CONDITIONS

### B2.4 Payment Arrangements and Credit Allowances

#### B2.4.1 Payment of Charges and Deposits

- A. The customer is responsible for payment of all charges for services furnished the customer in accordance with the Company's regular billing and collection practice.  
Payment for Federal Government customers will be in compliance with the Federal Acquisition Regulations Clause 52.232-25 – Prompt Payment.
- B. Applicants for service who have no account with the Company or whose financial responsibility is not a matter of general knowledge, may be required to make an advance payment at the time an application for service is placed with the Company, equal to the service connection or installation charges, if applicable, and at least one month's charges for the service provided. In addition, where the furnishing of service involves an unusual investment, applicants may be required to make payment in advance of such portion of the estimated cost of the installation or construction as is to be borne by them. The amount of the advance payment is credited to the customer's account as applying to any indebtedness of the customer for the service furnished.
- C. The Company may, in order to safeguard its interests, require an applicant or customer to make such deposit as the Company deems suitable to be held by the Company as a guarantee of the payment of charges. The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's terms and conditions as to advance payments or the prompt payment of bills on presentation. At such time as the service is terminated the amount of the deposit is credited to the customer's account and any credit balance which may remain is refunded. At the option of the Company such a deposit may be refunded in all or part or credited to the customer at any time prior to the termination of the service. In case of a cash deposit, interest is paid at the rate of six percent (6%) per annum to begin and run from the date said deposit is made except that, no interest shall apply on a deposit unless the deposit and the service have been in existence for a continuous period of six (6) months.
- D. The Company reserves the right to increase the deposit requirement when in its judgment the conditions justify such action.
- E. A charge of twenty-five dollars (\$25.00) or five percent (5%) of the face value of the check, whichever is greater, will apply whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.<sup>1</sup> (C)  
A Late Payment Charge of *nine dollars and seventy-five cents (\$9.75)* will apply to each residence subscriber's bill with a balance greater than \$5.00 and a Late Payment Charge of fifteen dollars (\$15.00) for business subscribers will be applied to each subscriber's bill when the previous month's bill (including amounts billed in accordance with the Company's Billing and Collections Services) has not been paid in full prior to the next billing date.  
This Guidebook shall apply to federal and state government pursuant to existing statutes applicable to those governmental entities. The Late Payment Charge for Federal Government customers will be in compliance with the Federal Acquisition Regulations Clause 52.232-25 – Prompt Payment.
- G. At the option of the customer, all nonrecurring charges associated with an order for service may be billed over a three (3) month period subject to the following:
- Fifty percent (50%) of the total nonrecurring charges will be billed in the first monthly billing period after the charges are incurred, and twenty-five percent (25%) of the total nonrecurring charges plus an Extended Billing Plan Charge will be billed in each of the following two (2) monthly billing periods.
  - The Extended Billing Plan Charge is calculated at a rate of one percent (1.0%) per month or twelve percent (12%) annually, on the unbilled balance of the nonrecurring charges.
  - If the customer disconnects service before the expiration of the plan period, all unbilled charges plus the Extended Billing Plan charge, if applicable, will be included in the final bill rendered.
  - If the customer fails to make any of the payments prior to the next billing date these late payment charges as specified in F. preceding will apply.

**Note 1:** Nonpayment of this charge will not constitute sufficient cause for interruption or cancellation of service.

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**B2. TERMS AND CONDITIONS**

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**B2.4 Payment Arrangements and Credit Allowances (Cont'd)****B2.4.2 Cancellation for Cause**

- A. The Company by written notice to the customer may immediately discontinue the furnishing of private line service without incurring any liability upon:
  - 1. Nonpayment of any sum due the Company, or,
  - 2. A violation of any condition governing the furnishing of service.

**B2.4.3 Minimum Service Period and Fractional Rates and Charges**

- A. The minimum period for which service is furnished is one month unless otherwise specified, except when the cost of special construction is such as to necessitate a longer contract period or where basic termination charges apply. The minimum period for SMARTRing service is twelve months.
- B. When monthly rates are specified, the minimum charge will be for one month. If the period of use exceeds one month, the charges for the fractional part of a month following and consecutive with a full month will be a part of the monthly charge based on the proportion that the actual number of days service is furnished bears to 30 days.
- C. When rates involve a fraction of a cent, the fraction is carried throughout the computation of charge. When the computed charge includes a fraction of a cent, fractions of one-half cent or more are treated as one cent and fractions of less than one-half cent are disregarded.

**B2.4.4 Cancellation of Application for Service**

- A. Where the applicant cancels an application for service prior to the start of special construction of facilities, no charge applies.
- B. Where special construction of facilities has been started prior to the cancellation and to the extent there is another requirement for the specially constructed facilities, no charge applies.
- C. Where special construction of facilities has been started prior to the cancellation, and there is no other requirement for the specially constructed facilities, a charge equal to the costs incurred in the special construction, less net salvage, applies, except that, where one or more, but not all, of the services involved in the special construction are cancelled, a charge equal to the charge for discontinuance of such services applies instead. Such charge is determined as set forth in Section B5. In determining the charge, each cancelled service is treated as discontinued as of the date on which it was to have been placed in service.
- D. Special construction of facilities for a customer is considered to have started when the Company incurs any expense in connection therewith or in preparation therefore which would not otherwise have been incurred, provided:
  - 1. The customer has advised the Company to proceed with the special construction, and
  - 2. The Company has advised the customer that, in accordance with his order, it is commencing the special construction.

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**B2. TERMS AND CONDITIONS**

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**B2.4 Payment Arrangements and Credit Allowances (Cont'd)****B2.4.4 Cancellation of Application for Service (Cont'd)**

- E. When equipment has been ordered for the specific needs of a customer and the installation thereof is unduly delayed by or at the request of the customer, appropriate charges apply for such equipment for the period of the delay.
- F. When a customer requests a change in location of all or a part of the facilities covered by his application for service or requests for additions, rearrangements or modifications of his existing service and equipment prior to completion of the work involved, he is required to pay the difference between the total costs and expenses incurred by the Company in completing the work involved and that which would have been incurred had the final location of the facilities been specified initially.
- G. When a customer cancels an order for SMARTRing service prior to the beginning of the selected service period, the customer will be liable for all installation costs incurred by the Company in provisioning the SMARTRing service, as of the date of the order is cancelled by the customer. The charges billed to the customer will not exceed an amount equal to the minimum period for the service as set forth in B2.4.3 at the month-to-month rates set forth in Section B7. Such charges will be billed in addition to and subsequent to the cancellation charges set forth in B. preceding.

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**B2.4.5 Change in Service Arrangements**

- A. When a change in service arrangement involves the continued use by the customer of services furnished by the Company, installation charges, as provided in this *Guidebook* do not apply to the services continued in use. Continued use of the service is considered to exist where:
  - 1. The service arrangement or a portion of the service arrangement is reused on an existing service or to establish a new service for the same customer, or,
  - 2. The service arrangement or a portion of the service arrangement remains in tact when the customer, as defined herein, is changed due to corporate merger or outright purchase, or,
  - 3. The portion of the service arrangement connecting an authorized user's premises to a customer's service is transferred to a service of another customer, and provided that;
    - a. There is no break in the continuity of the service, and
    - b. No retermination or change of the services provided at the customer's or authorized user's premises, or at the Company central office takes place.
- B. The minimum service period for the services continued in use is determined from the date of initial installation thereof.

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**B2.4.6 Suspension of Service**

Private Line service may not be suspended in lieu of cancellation.

**B2.4.7 Reserved for Future Use**

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## **B2. TERMS AND CONDITIONS**

### **B2.4 Payment Arrangements and Credit Allowances (Cont'd)**

#### **B2.4.8 Allowance for Outages**

- A.** When service is out of operation due to causes other than the negligence of the customer, or to the failure of facilities furnished by the customer, a credit allowance will be made upon request as set forth in B. through E. following, or in the respective guidebook section appropriate for each service, for the portion of the service which is affected. For the purpose of determining the amount of allowance every month is considered to have 30 days and only those stations affected by the outage shall be considered in determining the number of stations affected. Long distance message telecommunications service furnished at the customer's request, when his service utilizing an interoffice channel is out of service is charged for at the regular rates for long distance message telecommunications service. An outage period starts when the customer reports the outage to the Company, and ends when the service is operative.
- B.** For service utilizing channels of Series 1000, 2000 or 6000, no credit is allowed for outage to service of less than thirty minutes. Outages of thirty minutes or over are credited to the customer at the proportionate monthly charge in half-hour multiples for each half-hour or major fraction thereof of outage. (C)

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## **B2. TERMS AND CONDITIONS**

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### **B2.4 Payment Arrangements and Credit Allowances (Cont'd)**

#### **B2.4.8 Allowance for Outages (Cont'd)**

- C.** No credit allowance will be made for outages of a service due to the failure of equipment or systems provided by the customer or others. (T)

- D.** For Self-healing Multi-nodal Alternate Route Topology Ring (SMARTRing) service, a credit for a service outage shall apply when any one failure of the Company's equipment occurs resulting in a service outage of the entire system and the system does not automatically self-heal around the point of failure within one (1) second. No credit shall apply unless the customer reports the service outage to the Company and the trouble is found in the Company equipment based on information provided by the network surveillance system associated with the service. The credit shall equal the total of all the monthly charges for the service provided, however, no more than one credit shall apply per any given rate element for any given month regardless of the number of outages occurring during that month. (T)

For service outages of less than the entire system resulting from a failure of the Company's equipment for SMARTRing service where the system does not automatically self-heal around the point of failure, credit shall be allowed only for an outage of one (1) minute or more. The credit will begin when the customer reports the outage to the Company. This credit shall be at the rate of 1/1440 of the total monthly charges assessed for that portion of the service that is out of operation for each period of 30 minutes or major fraction thereof that the outage continues.

Credit allowances will not apply if service is out of operation during customer requested upgrades and/or additions to the SMARTRing service or during customer requested rearrangements.

- E.** For BellSouth Wavelength service, a credit for a service interruption shall apply when a single failure of the Company's equipment occurs resulting in a service outage of the entire system and the system does not automatically switch to an alternate facility path around the point of failure within one (1) second. No credit shall apply unless the customer reports the service interruption to the Company and the trouble is found in the Company equipment based on information provided by the network surveillance system associated with the service. The credit shall equal the total of all the monthly charges for the service provided, however, no more than one credit shall apply per any given rate element for any given month regardless of the number of interruptions occurring during that month. (T)

For all other service interruptions resulting from a failure of the Company's equipment for BellSouth Wavelength service, where the system does not automatically switch to an alternate facility path around the point of failure, credit shall be allowed only for an interruption of one (1) minute or more. The credit will begin when the customer reports the interruption to the Company. This credit shall be at the rate of 1/1440 of the total monthly charges assessed for that portion of the service that is interrupted for each period of 30 minutes or major fraction thereof that the interruption continues.

Credit allowances will not apply if service is interrupted during customer requested upgrades and/or additions to the BellSouth Wavelength service or during customer requested rearrangements. B2.4.9 Optional Payment Plan

## B2. TERMS AND CONDITIONS

### B2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### B2.4.9 Optional Payment Plan

##### A. Channel Services Payment Plan

###### 1. General

- a. The terms and conditions specified herein are applicable to specific facilities as indicated in the Section B7. Digital Network Service for channel services.
- b. Facilities furnished under the Channel Services Payment Plan (CSPP) are subject to all general terms and conditions applicable to the provision of service by the Company as stated elsewhere in this Guidebook except as noted herein.
- c. The CSPP is a payment plan which allows customers to pay fixed or variable rates for channel service equipment and facilities over variable contractual payment periods. A specific monthly rate applies for the duration of each period as follows, or as specified otherwise in this Guidebook.
  - (1) 12 Month Term Payment Plan<sup>2</sup> - payment period may be selected for 12 months in length (N)
  - (2) 36<sup>1</sup> month Term Payment Plan - payment periods may be selected from 24 months to 48 months in length, at 36 month rates and charges. (T)
  - (3) 60<sup>1</sup> month Term Payment Plan - payment periods may be selected from 49 months to 72 months in length, at 60 month rates and charges. (T)
  - (4) 84<sup>1</sup> month Term Payment Plan - payment periods may be selected from 73 months to 96 months in length, at 84 month rates and charges. (T)
- d. When the customer extends service beyond a 96 month service period, the 84 month Term Payment Plan (or the longest available service period) rates will apply.
- e. When the customer orders service to be provided under a CSPP arrangement, the customer must designate to the Company the payment plan and the service period desired, e.g. 84 month Term Payment Plan and 96 months.

###### 2. Application of Rates and Charges

- a. Rates stabilized under a CSPP arrangement are exempt from Company-initiated increases. However, decreases for any rate element will automatically flow through to the customer.
- b. In the event that all or any part of a service is disconnected at customer request prior to expiration of any selected payment period of greater than one month's duration, the customer will be required to pay a termination charge as stated in that service's section of this Guidebook.
- c. When customers renew or change the length of their payment period, the rates applicable for the new period are those currently in effect at the time of the renewal or change in the length of the payment period. A service order charge will not be applicable for such renewals or changes to the payment period.
- d. Recurring rates and installation, termination, service establishment, Service Connection and other nonrecurring charges apply according to the appropriate schedules for services offered as associated items to Channel Services, and are filed elsewhere in this Guidebook.
- e. Customer requests for inside moves of service will not affect the contract period.
- f. A change in jurisdiction will not constitute a disconnect of service provided the new CSPP arrangement is a minimum 24 month service period or equals/exceeds the remaining service period, whichever is greater, provided the new CSPP arrangement is for the same customer at the same location for the same capacity service.

###### 3. Additions

- a. Additions of services or rate elements for activating spare or unused capacities of a service under a CSPP arrangement will be considered part of the existing CSPP arrangement.
- b. Additions of services or rate elements, i.e. new local channels, interoffice channels, etc., other than for activating spare or unused capacities, must be under a new CSPP arrangement at rates and charges as specified in 2. preceding.
- c. Termination charges for premature disconnection of added contractual services will apply as set forth under Disconnects as stated in 4. following.

**Note 1:** The payment plan periods available may be limited based on specific underlying product restrictions described in the applicable service publication.

**Note 2:** The 12 Month Term Payment Plan only applies to MegaLink Service and LightGate Service (DS1 and DS3 components) installed after April 5, 2021. (N)



## B2. TERMS AND CONDITIONS

### B2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### B2.4.9 Optional Payment Plan (Cont'd)

##### A. Channel Services Payment Plan (Cont'd)

##### 3. Additions (Cont'd)

- d. Additions under CSPP are exempt from Company-initiated rate changes for all payment periods longer than one month. However, decreases for any rate element will automatically flow through to the customer.
- e. Nonrecurring charges, as specified in this Guidebook, will apply to the added channel services.
- f. Additions of SMARTRing service rate elements must be ordered as described in B7.7 of this Guidebook.

##### 4. Disconnects

- a. When a service or rate element, included under a CSPP arrangement, is disconnected prior to expiration of the selected service period, termination liability charges apply as set forth in the rate terms and conditions in this Guidebook for such service. Remaining services or rate elements will not be affected by such disconnections.
- b. When a service under a CSPP arrangement is disconnected prior to the expiration of a selected service period as a result of a change of jurisdiction and/or a customer requested change to a higher order of a separately available guidebook service, termination liability charges will not apply when:
  - the completed service period is twelve months, or twenty-five percent of the length of the originally selected CSPP service period, whichever is greater, and
  - the service period of the new CSPP arrangement for the higher order of service is a minimum 24 month service period or equals/exceeds the remaining service period of the disconnected arrangement, whichever is greater, and
  - the service orders to install the new higher order of service and disconnect the old service are related together and there is no lapse in service between installation of the higher order of service and disconnection of the existing service, and
  - the service orders are for the same customer at the same location.

For the purposes of determining a higher order of service, the following ranking will be used (Analog = lowest, SMARTRing Service = highest):

Analog Voice Grade Services

SynchroNet Service

MegaLink Service/MegaLink Channel Service/BellSouth Channelized Trunks<sup>1</sup>

MegaLink Light Service

MegaLink Plus Service

MegaLink ISDN<sup>2</sup> Service/Primary Rate ISDN<sup>3</sup>

SMARTPath Service

LightGate Service

BellSouth Wavelength Service

SMARTRing Service

(T)

##### 5. Moves of Equipment

- a. The appropriate nonrecurring charges for inside moves for items associated with channel services as specified in this and other Guidebooks are applicable. This type movement will not affect the contract period.
- b. Customer requests for moves of service(s) under CSPP, other than inside moves, will be subject to the conditions stated in 11. following.

**Note 1:** BellSouth Channelized Trunks is located in Section A43. of the General Exchange Guidebook.

**Note 2:** MegaLink ISDN service obsoleted 10/02/96. (See Section B107.)

**Note 3:** Primary Rate ISDN is located in Section A42. of the General Exchange Guidebook.

(T)

## B2. TERMS AND CONDITIONS

### B2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### B2.4.9 Optional Payment Plan (Cont'd)

##### A. Channel Services Payment Plan (Cont'd)

##### 6. Requests for Changes in Length of Optional Payment Period<sup>1</sup>

a. Subsequent to the establishment of a contract with a CSPP period, and prior to the completion of that period, the existing payment period may be replaced by:

(1) A currently offered payment period at the current rates, with a length equal to or longer than the time remaining in the existing service agreement, subject to the following conditions:

- No credit will be given for payments made during the formerly selected period.
- The new payment period begins with the new CSPP effective date.
- No termination charge applies for the remaining portion of the former payment period.
- Nonrecurring charges will not be reapplied.
- A service order charge will not apply.

(2) A currently offered payment period at the current rates, with a length shorter than the time remaining in the existing service agreement, subject to the following conditions:

- No credit will be given for payments made during the formerly selected period.
- The new payment period begins with the new CSPP effective date.
- A termination charge applies for the remaining portion of former payment period.
- Nonrecurring charges will not be reapplied.
- A service order charge will not apply.

##### 7. Renewal Options

a. The customer has the following renewal options:

(1) Prior to completion of the current payment period, any period available under the CSPP may be selected at the rates in effect for new customers at the time of the renewal. The customer will be charged the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.

(2) Service may be continued on a month-to-month basis at the current rate for the one-month payment period, unless otherwise specified in this Guidebook<sup>2</sup>. The customer has no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge. The one month service will be subject to Company-initiated rate adjustments. (T)

(3) If the customer does not elect an additional payment period or does not request discontinuance of service, service will be continued at the monthly rate currently in effect for the month-to-month payment rate, under the terms specified in (2) preceding<sup>2</sup>. (T)

(4) Upon expiration, Letters of Election executed on or after May 1, 2005, shall automatically renew for an additional one-year term under the same rates, terms and conditions in effect under the original Letter of Election, unless the Subscriber or the Company provides written notice of its intent not to renew the Letter of Election at least sixty (60) days prior to the expiration of the initial term or any subsequent additional one-year term.

Renewal Options are no longer available with OC-3+ SMARTRing Service (and OC-3+ Overlay Ring Arrangements), refer to B7.7.1.B for specific terms and conditions.

b. Service connection charges are not applicable for services renewed under the CSPP. Any new channel equipment and/or facilities added to a customer's network at the time of renewal will be subject to all appropriate service connection charges and other nonrecurring charges.

**Note 1:** The payment plan periods available may be limited based on specific underlying product restrictions described in the applicable service publication.

**Note 2:** Monthly extension rates are available for Primary Rate ISDN service (see General Exchange Guidebook, Paragraph A42.3.2.A.5.). (N)

## B2. TERMS AND CONDITIONS

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### B2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### B2.4.9 Optional Payment Plan (Cont'd)

##### A. Channel Services Payment Plan (Cont'd)

##### 7. Renewal Options (Cont'd)

- c. The Company may discontinue or change any or all renewal options.
- d. When a customer renews a CSPP arrangement, the rates and charges in effect on the first day of service of the renewal will apply.
- e. Recognition of previous service will be given to customers who renew an existing CSPP arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided that the length of the new CSPP arrangement is a minimum 24 month service period or equals/exceeds the remaining service period of the original CSPP arrangement, whichever is greater. An example of a larger system is the renewal of a LightGate 1 System service with a LightGate 2 System service.
- f. Recognition of previous service will be given to month-to-month customers with a service date of January 1, 1994 or later who convert to a CSPP arrangement, provided the minimum service period has been met. For customers whose service date is January 1, 1994 or earlier, recognition will be given for the previous service back to January 1, 1994. For customers whose service date is later than January 1, 1994, recognition for the previous service will be given back to the actual service date.
- g. To determine the appropriate CSPP Payment Plan for the renewed arrangement<sup>1</sup>, recognition of service will consist of the sum of months in service of the completed service arrangement and the sum of the months of the proposed service period of the CSPP arrangement. For example, a CSPP arrangement for a 36 month service period under the 36 month Term Payment Plan is renewed for 24 months with no changes at the end of the 36-month period. The sum of months for the completed and proposed service periods would equal 60 months and would be billed under the 60 month Term Payment Plan. Another example is a Month-to-Month customer, in service for 15 months, who wishes to convert to a 60-month CSPP arrangement with no changes. The combined service period of the Month-to-Month arrangement and the CSPP arrangement is equal to 75 months, which would be billed under the 84 month Term Payment Plan.

##### 8. Transfer of Service

- a. Service may be transferred to a new customer at the same location upon prior written concurrence by the new customer as specified in this Guidebook. This does not constitute a disconnect of service or a discontinuance of an existing CSPP arrangement. The new customer will be subject to all provisions and equipment configurations currently in effect for the previous customer. **Terms and conditions** concerning transfer of service between subscribers as stated in other sections also apply under CSPP.

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##### 9. Deferred Payment

- a. Payment of nonrecurring charges for channel services with contract payment plans may be deferred over the length of the customer's payment period or a shorter period (in annual increments) subject to the conditions specified in this paragraph.

- (1) The charges to be deferred must be among the following types:

Nonrecurring Charges  
Service Establishment

**Note 1:** The payment plan periods available may be limited based on specific underlying product restrictions described in the applicable service publication.

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**B2. TERMS AND CONDITIONS**

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**B2.4 Payment Arrangements and Credit Allowances (Cont'd)****B2.4.9 Optional Payment Plan (Cont'd)****A. Channel Services Payment Plan (Cont'd)****9. Deferred Payment (Cont'd)****a. (Cont'd)**

- (2) The customer must select a payment period longer than one month.
- (3) The total amount of nonrecurring charges as defined in 9.a.(1) may be deferred.
- (4) The minimum amount deferrable per CSPP Contract is \$2,000.00.
- (5) Interest on deferred amounts will be calculated at the rate set forth in the deferred payment agreement executed by the customer. The interest rate to be charged on deferred payments will be revised periodically by the Company. If, in the judgment of the Company, the maximum interest rate allowed by law is insufficient to cover the costs of providing the deferred payment option, the Company will suspend the availability of said option until such time as the costs of providing said option can be recovered through the application of a lawful interest rate. Suspension of the deferred payment option will not affect customers who have executed a deferred payment agreement prior to the effective date of such suspension.
- (6) The deferred charges (including interest) will be prorated on a monthly basis over the selected deferral period length.
- (7) All deferred charges must be paid in full when the customer:
  - Selects a payment period with an expiration date prior to the expiration date of the deferral period.
  - Disconnects service, for the system, prior to expiration of the selected deferral period.
  - Fails to pay a monthly amount within 30 days of its due date.
  - Moves a service under CSPP to another location in Company territory within the same state and jurisdiction, with the exception of an inside move.
- (8) The customer may prepay only the total outstanding deferred charges at any time during the selected deferral period. The customer will be given a credit for the amount of unearned interest. The customer may not prepay less than the total of the outstanding deferred charges.

**10. Prepayment**

- a. For payment periods longer than one month, the customer may prepay the total outstanding recurring monthly rates. The prepayment of monthly rates in no way constitutes a purchase and the Company retains full ownership of all services covered by the prepayment. The following conditions apply:
  - (1) Customers who prepay six months or more will have an allowance applied. The prepayment factor to be used for each month prepaid will be revised periodically by the Company.
  - (2) Monthly rates for all services covered by a single Letter of Election must be prepaid. Monthly rates must be prepaid for services added subsequently and placed on the same Letter of Election (i.e., customer-elected coterminous option) with a prepaid system.

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**B2. TERMS AND CONDITIONS**

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**B2.4 Payment Arrangements and Credit Allowances (Cont'd)****B2.4.9 Optional Payment Plan (Cont'd)****A. Channel Services Payment Plan (Cont'd)****10. Prepayment (Cont'd)****a. (Cont'd)**

- (3) Customers who change the length of a prepaid payment period will be credited any unused portion of the prepayment, subject to termination charges as specified in 4. preceding.
- (4) Customers who prematurely disconnect will have termination charges deducted from the prepaid amount and any balance credited to their bill.

**11. Moves of Service(s) under CSPP****a. Termination Liability Charges will not apply to customer requests for moves of service under CSPP from one location to another location subject to the following:**

- (1) The original and new premises locations must be in Company territory within the same state.
- (2) The move from the original location to the new location must be completed within thirty days of the original premises disconnect date.
- (3) No lapse in billing will occur for moves of service under CSPP.
- (4) Orders to disconnect the existing service and reestablish it at the new location must be related.
- (5) Any local channels, interoffice channels, and/or optional features and functions from the original location that are not reestablished at the new location will be subject to applicable Termination Liability charges.
- (6) Any additions made at the new location will be treated as coterminous additions in accordance with 3. preceding.
- (7) All *terms, conditions* and charges for changes made to the service coincident to the move shall apply. (T)
- (8) All appropriate nonrecurring charges for moves of service as specified in this *Guidebook* will apply. (T)
- (9) Moves of service that involve a change of jurisdiction, (e.g. intraLATA private line to dedicated access services) will not be treated as a disconnect of service with regard to Termination Liability charges. The customer must subscribe to a payment arrangement offered in the appropriate *guidebook* which is a minimum 24 month service period or equals/exceeds the remaining payment period, whichever is greater. (T)
- (10) Moves of LightGate Service and/or SMARTRing Service are subject to the move provisions set forth in Section B7. (T)

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## B2. TERMS AND CONDITIONS

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### B2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### B2.4.9 Optional Payment Plan (Cont'd)

##### A. Channel Services Payment Plan (Cont'd)

##### 12. Exception to Termination Liability for State, County, and Municipal Governments

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- a. In the event that all or any part of the service is disconnected at customer request prior to expiration of any selected payment period of greater than one month's duration, the customer will be required to pay a termination charge as stated in the service *publications*. The *guidebook* provisions concerning termination liability for recurring charges only shall be inapplicable to any state, county or municipal governmental entity when there is in effect, as a result of action by such entity and through a duly constituted legislative, administrative or executive body:

(T)

- (1) a statute;
- (2) an ordinance;
- (3) a policy directive; or
- (4) a constitutional provision

which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation. Provided, however, that if the governmental entity cancels the service for any reason other than the unavailability of funds, the termination liability provisions in the *Guidebook* shall apply.

(T)

13. Pursuant to the Florida Public Service Commission Order No. PSC-95-1188-FOF-TP in Docket No. 92-1074-TP, issued September 21, 1995, upon the effective date of Expanded Interconnection Service (EIS), in Section E20 of the intrastate Access Services Tariff, customers with the company's private line services, with terms equal to, or greater than, three years, entered into on, or before February 1, 1994, shall be permitted to switch those services to competitive alternatives during the 90-day period after EIS arrangements are available in a Company central office.

If a customer chooses to switch to a competitor, termination charges to the Company's contract for service shall be limited to the additional charges that the customer would have paid for the contract covering the term actually used, plus the prime rate of interest.

#### B2.4.10 Special Billing Arrangement (SBA)

##### A. General

1. The Special Billing Arrangement is optional for any governmental agency subscribing to private line channels used for such purposes as computerized traffic light control systems and police communications systems if the monthly *guidebook* charges for the channels exceed \$1,000.00. This arrangement allows a substantial portion of the private line monthly recurring *guidebook* charges to be converted to and paid for by a lump sum payment. The remaining private line *guidebook* charges would be paid on a recurring basis.

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**B2. TERMS AND CONDITIONS**

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**B2.4 Payment Arrangements and Credit Allowances (Cont'd)****B2.4.10 Special Billing Arrangement (SBA) (Cont'd)****B. Rates**

1. Monthly recurring charges for the services involved are separated into capital and operating requirements. A monthly compounded present worth factor resulting in an equivalent annual rate of 8 percent, is applied to the capital requirement portion of the monthly charges in order to establish a lump sum charge. The remaining operating requirement portion would be applied as the reduced monthly charges.

**C. Rate Changes**

1. The recurring amounts, which are payable monthly will be adjusted to reflect changes in the filed rates for the services covered by the SBA.

**D. Additions, Changes, and Removals**

1. Channels added to the traffic light control system after the SBA is established will be billed at the rates as specified in other sections of the **guidebook**; or, if the monthly **guidebook** rates for the additions would exceed \$200.00 a separate SBA may be set up for the additions. (T)
2. Partial discontinuation of SBA services may result in a refund and/or reduced monthly payments. To determine the amount of refund and/or monthly rate reduction, if any, the existing arrangement must be separated into two separate arrangements, one consisting of services discontinued and the other of services retained. Services discontinued are handled as shown in E. following. The services retained will constitute the revised arrangement which will use the same start date as the customer's original plan.

**E. Discontinuance of Service**

1. If the services provided under the SBA are discontinued by the subscriber prior to the expiration of the SBA period, the difference between payments made under this arrangement and the total amount the subscriber would have been billed, had billing been on the normal monthly basis, will be refunded.
2. The services provided under this arrangement will be terminated if any services with which it is associated (included in the same billing account) are discontinued for non-payment. The refund, if any, due the subscriber for early termination of the plan will be applied to the unpaid balance of the account. Any remaining amount of refund will be returned to the subscriber.

**F. Special Billing Arrangement Period**

1. The term for the SBA shall be ten years.

**G. Nonrecurring Charges**

1. Nonrecurring charges as filed in the private line **guidebook** apply to the channels under the SBA. (T)

**H. Expiration of the Special Billing Arrangement**

1. The Company will inform the subscriber of pending expiration of the contract term for services provided under the SBA approximately thirty days before expiration.

**I. Minimum Contract Periods**

1. Minimum contract periods apply to services under this plan as specified in other sections of this **Guidebook**. (T)

## B2. TERMS AND CONDITIONS

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### B2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### B2.4.11 Reserved for Future Use

#### B2.4.12 Reserved for Future Use

#### B2.4.13 Service Order Modifications

##### A. Service Date Change Charge

1. Service Order service dates for installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 calendar days.
2. When, for any reason, the customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. If the customer requested service date is more than 30 calendar days after the original service date, the order will be cancelled by the Company and reissued with appropriate cancellation charges applied unless the customer indicates that billing for the service is to commence as set forth in B2.4.14.A. following.
3. A new service date may be established that is prior to the original service date if the Company determines it can accommodate the customer's request without delaying service dates for orders of other customers. If the service date is changed to an earlier date, the customer will be notified by the Company that Expedited Order Charges as set forth in B. following apply. Such charges will apply in addition to the Service Date Change Charge.
4. A Service Date Change Charge will apply, on a per occurrence basis, for each service date changed. The applicable charge is:

	Charge	USOC
(a) Per order	\$27.00	OMC

##### B. Expedited Order Charge

1. If a customer desires that service be provided on an earlier date than that which has been established for the service order, the customer may request that service be provided on an expedited basis. If the Company agrees to provide the service on an expedited basis, an Expedited Order Charge will apply.
2. If the Company is subsequently unable to meet an agreed upon expedited service date, no Expedited Order Charge will apply unless the missed service date was caused by the customer.
3. The Expedited Order Charge is based on the extent to which the service order has been processed at the time the Company agrees to the service date improvement and is calculated as follows:
  - a. Based on the critical dates associated with the service order, the Company will determine which critical date will be next completed on the order. The critical dates tracked by the Company are as follows:
    - Application Date (APP): The date the customer provides to the Company, (1) a firm commitment for service and (2) sufficient information to enable the Company to begin service provisioning. This is also the order date.



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**B2. TERMS AND CONDITIONS**

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**B2.4 Payment Arrangements and Credit Allowances (Cont'd)****B2.4.13 Service Order Modifications (Cont'd)****B. Expedited Order Charge (Cont'd)**

3. The Expedited Order Charge is based on the extent to which the service order has been processed at the time the Company agrees to the service date improvement and is calculated as follows: (Cont'd)
  - a. (Cont'd)
    - Scheduled Issue Date (SID): The date that the order is to enter the Company's order distribution system.
    - Records Issue Date (RID): The date that all design and assignment information is to be sent to the central office and installation forces.
    - Wired and Office Tested Date (WOT): The date by which all intraoffice wiring is to be completed, all plug-ins optioned, aligned, and frame continuity established, and the interoffice facilities, if applicable, tested. In addition, switching equipment, including translation loading, is to be installed and tested.
    - Plant Test Date (PTD): The date on which overall testing of the service is to be started.
    - Engineering Information Report Date (EIRD): The date the engineering group in another ISS area provides information to the primary engineering group.
    - Service Date (DD): The date on which service is to be made available to the customer. This is sometimes referred to as the Due Date.
    - Designed, Verified, and Assigned Date (DVA): The date by which field implementation groups must report that all documents and materials have been received.
    - Frame Continuity Date (FCD): Date on which frame-to-frame testing must be completed. This is sometimes referred to as the Facility Continuity Check Date.
    - Loop Assignment and Make-up Date (LAM): The date by which Local Loop Assignment and Make-up information must be available.
  - b. Using the table in e. following and the critical date as determined preceding, the Company will determine the percent of the provisioning interval not yet completed.
  - c. The Company will apply this percentage to the sum of all the nonrecurring charges associated with the order and divide this sum by the number of days remaining in the original service interval.
  - d. The per day charges so developed will then be applied on a per day of improvement basis, per order, but in no event shall the charge exceed fifty percent of the total nonrecurring charges associated with the service order.

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**B2. TERMS AND CONDITIONS**

(T)

**B2.4 Payment Arrangements and Credit Allowances (Cont'd)****B2.4.13 Service Order Modifications (Cont'd)****B. Expedited Order Charge (Cont'd)**

3. The Expedited Order Charge is based on the extent to which the service order has been processed at the time the Company agrees to the service date improvement and is calculated as follows: (Cont'd)

- e. Expedited Order Charge Percentages

(T)

TYPE SERVICE/ CRITICAL DATES	AFTER: SID LAM BEFORE: LAM EIRD	EIRD RID DVA RID DVA WOT	WOT FCD PTD DD FCD PTD DD
VOICE GRADE	93.0 88.0	84.0 80.0 71.0	64.0 48.0 16.0 0.0
METALLIC GRADE	90.0 83.0	77.0 71.0 60.0	51.0 40.0 15.0 0.0
WIRED MUSIC	91.0 86.0	80.0 75.0 65.0	57.0 44.0 16.0 0.0
MEGALINK SERVICE	75.0 69.0	65.0 60.0 48.0	40.0 33.0 14.0 0.0
MEGALINK CHANNEL SERVICE	75.0 69.0	65.0 60.0 48.0	40.0 33.0 14.0 0.0
MEGALINK LIGHT SERVICE	75.0 69.0	65.0 60.0 48.0	40.0 33.0 14.0 0.0
MEGALINK PLUS SERVICE	75.0 69.0	65.0 60.0 48.0	40.0 33.0 14.0 0.0
LIGHTGATE SERVICE	75.0 69.0	65.0 60.0 48.0	40.0 33.0 14.0 0.0
SYNCHRONET SERVICE	94.0 86.0	79.0 73.0 62.0	54.0 40.0 14.0 0.0

(M)

4. When the request for expediting occurs subsequent to the issuance of the service order, a Service Date Change Charge as set forth in A. preceding also applies.
5. The Expedited Order Charge applicable to non-design circuits will be equal to fifty percent of the total nonrecurring charges associated with the service order.

**B2.4.14 Cancellation of a Service Order**

- A. A customer may cancel a service order for the installation of service at any time prior to notification by the Company that service is available for the customer's use. The cancellation date is the date the Company receives written or verbal notice from the customer that the order is cancelled. If a customer is unable to accept service within 30 calendar days after the original service date, the customer has the choice of the following options:
- The service order shall be cancelled and charges set forth in B. following will apply, or
  - Billing for the service will commence.

In any event, the cancellation date or the date billing is to commence (depending on which option is selected by the customer) shall be the 31st day beyond the original service date of the service order.

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**B2. TERMS AND CONDITIONS**

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**B2.4 Payment Arrangements and Credit Allowances (Cont'd)****B2.4.14 Cancellation of a Service Order (Cont'd)**

- B.** When a customer cancels a service order for the installation of service, a cancellation charge will apply as follows:
1. Costs incurred in conjunction with the provision of Private Line Service start on the Application Date as defined in 4.b. following.
  2. When the customer cancels a service order prior to the Scheduled Issue Date, as defined in 4.b. following, no charges shall apply.
  3. When the customer cancels a service order on or after the Scheduled Issue Date, a charge equal to the estimated costs incurred by the Company shall apply. Such charge is determined as specified in 4. following.
  4. Charges applicable as specified in 3. preceding are based on the estimated costs incurred by the Company at the time the order is cancelled. The estimated costs incurred are determined based on the following.
    - a. Certain Company critical dates are associated with a service order provisioning interval, whether standard or negotiated. These dates are used by the Company to monitor the progress of the provisioning process. At any point in the service order interval the Company is able to determine which critical date was last and can thus determine what percentage of the Company's provisioning costs have been incurred as of that critical date.
    - b. The critical dates tracked by the Company are as follows:
      - Application Date (APP): The date the customer provides to the Company, (1) a firm commitment for service and (2) sufficient information to enable the Company to begin service provisioning. This is also the order date.
      - Scheduled Issue Date (SID): The date that the order is to enter the Company's order distribution system.
      - Records Issue Date (RID): The date that all design and assignment information is to be sent to the central office and installation forces.
      - Wired and Office Tested Date (WOT): The date by which all intraoffice wiring is to be completed, all plug-ins optioned, aligned, and frame continuity established, and the interoffice facilities, if applicable, tested. In addition, switching equipment, including translation loading, is to be installed and tested.
      - Plant Test Date (PTD): The date on which overall testing of the service is to be started.
      - Engineering Information Report Date (EIRD): The date the engineering group in another ISS area provides information to the primary engineering group.
      - Service Date (DD): The date on which service is to be made available to the customer. This is sometimes referred to as the Due Date.
      - Designed, Verified, and Assigned Date (DVA): The date by which field implementation groups must report that all documents and materials have been received.
      - Frame Continuity Date (FCD): Date on which frame-to-frame testing must be completed. This is sometimes referred to as the Facility Continuity Check Date.

## B2. TERMS AND CONDITIONS

### B2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### B2.4.14 Cancellation of a Service Order (Cont'd)

- B.** When a customer cancels a service order for the installation of service, a cancellation charge will apply as follows: (Cont'd)
4. Charges applicable as specified in 3. preceding are based on the estimated costs incurred by the Company at the time the order is cancelled. The estimated costs incurred are determined based on the following. (Cont'd)
    - b. The critical dates tracked by the Company are as follows: (Cont'd)
      - Loop Assignment and Make-up Date (LAM): The date by which Local Loop Assignment and Make-up information must be available.
    - c. The percentage of the total provisioning cost incurred by the Company at a particular critical date varies by the type of service shown in e. following.
    - d. When a customer cancels a service order, or part of a service order, before the service date, the Company will apply cancellation charges to the order. Cancellation charges are calculated by multiplying all the nonrecurring charges associated with the order, or that part of the order being cancelled, by the percentage shown in e. following for the critical date last completed on the order.
    - e. Cancellation Charge Percentages

TYPE SERVICE/ CRITICAL DATES	AFTER: SID BEFORE: LAM	LAM EIRD	EIRD RID	RID DVA	DVA WOT	WOT FCD	FCD PTD	PTD DD	DD
VOICE GRADE	7.0	12.0	16.0	20.0	29.0	36.0	52.0	84.0	100.0
METALLIC GRADE	10.0	17.0	23.0	29.0	40.0	49.0	60.0	85.0	100.0
WIRED MUSIC	9.0	14.0	20.0	25.0	35.0	43.0	56.0	84.0	100.0
MEGALINK SERVICE	25.0	31.0	35.0	40.0	52.0	60.0	67.0	86.0	100.0
MEGALINK CHANNEL SERVICE	25.0	31.0	35.0	40.0	52.0	60.0	67.0	86.0	100.0
MEGALINK LIGHT SERVICE	25.0	31.0	35.0	40.0	52.0	60.0	67.0	86.0	100.0
MEGALINK PLUS SERVICE	25.0	31.0	35.0	40.0	52.0	60.0	67.0	86.0	100.0
SMARTPATH SERVICE	25.0	31.0	35.0	40.0	52.0	60.0	67.0	86.0	100.0
LIGHTGATE SERVICE	25.0	31.0	35.0	40.0	52.0	60.0	67.0	86.0	100.0
SYNCHRONET SERVICE	6.0	14.0	21.0	27.0	38.0	46.0	60.0	86.0	100.0
SMARTRing SERVICE	25.0	31.0	35.0	40.0	52.0	60.0	67.0	86.0	100.0
PRIMARY RATE ISDN	25.0	31.0	35.0	40.0	52.0	60.0	67.0	86.0	100.0

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- f. Cancellation charges for non-design circuits are calculated by multiplying all the nonrecurring charges associated with the order, or that part of the order being cancelled, by 25% if the order is cancelled after the Application Date but before the Due Date. If the order is cancelled on the Due Date, 100% of the nonrecurring charges will apply.

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**B2. TERMS AND CONDITIONS**

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**B2.4 Payment Arrangements and Credit Allowances (Cont'd)****B2.4.14 Cancellation of a Service Order (Cont'd)**

- C. When a customer cancels an order for the discontinuance of service no charges apply for the cancellation.
- D. If the Company misses a service date by more than 30 days due to circumstances over which it has direct control (excluding, e.g., acts of God, governmental requirements, work stoppages and civil commotions), the customer may cancel the service order without incurring cancellation charges.

**B2.4.15 Billing of Private Line Service Provided by Multiple Companies Where an Exchange Telephone Company Does Not Concur in this *Guidebook*.**

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- A. Each company will bill for the portion of the private line service provided by their respective tariff/*guidebook* based on their *terms, conditions*, rates and charges as appropriate. (T)
- B. The charges billed by each company for the interoffice channel between exchange telephone company central offices, are determined as follows:
  - 1. The total mileage for the service is computed using the V&H coordinates set forth in the National Exchange Carrier Association Tariff F.C.C. No. 4 (NECA No. 4).
  - 2. A billing factor is determined from the NECA No. 4 tariff. This factor represents the percentage of the distance between exchange telephone company central offices that will be billed by each company. The billing factor is multiplied by the total charge for all of the miles to determine the amount to be billed by the Company.
  - 3. For the Fixed recurring rate element and the Nonrecurring Charge associated with the interoffice channel between exchange telephone company central offices, 50 percent of each company's rate will apply for each end of the interoffice channel provided. If the company does not bill for either end of the interoffice channel, then the fixed recurring charge and nonrecurring charge shall not apply.

**B2.4.16 Commitment Guarantee Program**

- A. General
  - 1. The Commitment Guarantee Program will provide a credit to Private Line service customers should the Company fail to meet its commitment in connection with installation or repair of service(s) provided via Company facilities. The term "Commitment" denotes an undertaking by the Company to install or repair service(s) as agreed to by the Company.
  - 2. The failure of the Company to meet its commitment will result in a credit being applied to the customer's bill, when contact is initiated by the customer, unless an exception is applicable.

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**B2. TERMS AND CONDITIONS**

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**B2.4 Payment Arrangements and Credit Allowances (Cont'd)****B2.4.16 Commitment Guarantee Program (Cont'd)****A. General (Cont'd)**

3. Where a service is jointly provided with another Local Exchange Carrier (LEC), the guarantee is applicable only to installation or repair commitments made to customers by the Company. This guarantee is not applicable to commitments made by other LECs, regardless of their concurrence in this *Guidebook*. (T)

**B. Application**

1. In the event Company contact is initiated by the customer, in reference to the provisions of A. preceding, the Company will arrange for a credit of \$100.00 for the missed commitment, unless an exception is applicable. The credit will be applied against the total amount due on the customer's bill.
2. One credit will apply, under the provisions of 1. preceding, per customer commitment missed.
3. More than one attempt to invoke the guarantee for the same commitment and customer will be disallowed.
4. The credit will apply in addition to waivers, promotions, or other guarantees in effect at the time of the missed commitment unless specifically excluded.
5. The guarantee is applicable to services provided in this *Guidebook* except as noted in C. following. (T)
6. Receipt of a credit under the provisions of 1. through 5. preceding will have no effect on recurring rates, nonrecurring charges, or minimum service periods according to the appropriate schedules for services filed elsewhere in this *Guidebook*. (T)
7. Credits issued to a customer's account, in excess of the total monthly rate in any one billing period, may be applied to the following monthly billing period.
8. When service is terminated, any credit due will be applied to the final amount due the Company.
9. The program may be suspended by the Company during or following a natural disaster.

**C. Exceptions**

The Commitment Guarantee Program credit will not apply to:

1. commitments missed as a result of action initiated by, or information omitted by, the customer, any other customer, or any third party.
2. maintenance requests resulting from:
  - a. interruptions of service due to the failure of equipment or systems provided by others,
  - b. interruptions of a service where the Company is not afforded access to the premises where the service is terminated,
  - c. interruptions of service which continue because of the failure of the customer to authorize replacement of any element of service having separate replacement charges,
  - d. negligence, or a willful act by the customer, or
  - e. suspension of service for non-payment of charges.

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## B2. TERMS AND CONDITIONS

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### B2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### B2.4.16 Commitment Guarantee Program (Cont'd)

C. Exceptions (Cont'd)

3. commitments missed during or as a result of labor difficulties, governmental orders, civil commotion, criminal actions against the Company, natural or man-made disasters, war, general network failures, a declared national emergency, or any other circumstances beyond the control and/or knowledge of the Company.
4. service(s) provided in conjunction with disaster relief.

#### B2.4.17 Service Installation Guarantee

- A. The Company assures that orders for services to which the Service Installation Guarantee applies will be installed and available for customer use no later than the Service Date which is the date service is to be made available to the customer. The Service Installation Guarantee is applicable only to services as specified in subsequent *guidebook* sections. (T)
- B. The failure of the Company to meet this commitment will result in the credit of an amount equal to the nonrecurring charges associated with the individual service having the missed Service Date being applied to the customer's bill. The credit will include only nonrecurring charges associated with the services subject to Service Installation Guarantee, as specified in subsequent sections, for which nonrecurring charges are applicable. The nonrecurring charges will be credited at the rate at which they were billed. The credit will not be provided if a credit of the same nonrecurring charge for the same service is provided under any other provisions of this *Guidebook*. (T)
- C. Service Installation Guarantees do not apply:
1. when failure to meet the Service Date occurs because of:
    - a. any act or omission of the customer, any other customer or any third party, or of any other entity providing a portion of the service,
    - b. labor difficulties, governmental orders, civil commotions, criminal actions against the Company, acts of God, war, or other circumstances beyond the Company's control,
    - c. unavailability of the customer's facilities and/or equipment,
    - d. a shortage of facilities that requires message toll and exchange line services take precedence over Private Line services as set forth in B2.1.2 preceding.
  2. to service requiring construction charges as set forth in Section B5. following,
  3. to Specialized Service or Arrangements, and
  4. for jointly provisioned services.
  5. to other telephone companies concurring in the rates, *terms and conditions* of the Company. (T)

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

### B2.5 Definitions

Certain terms used generally throughout this *Guidebook* are defined as follows:

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**B2. TERMS AND CONDITIONS**

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**B2.5 Definitions (Cont'd)****ACCESSORIES**

The term "Accessories" denotes devices which are mechanically attached to, or used with, the facilities furnished by the Company and which are independent of, and not electrically, acoustically, or inductively connected to the conductors in the communications path of the Company facilities.

**ANOTHER TELEPHONE COMPANY**

The term "Another Telephone Company" denotes a corporation, association, firm or individual owning and operating a toll line or one or more central offices and with whom traffic is interchanged.

**AUTHORIZED PROTECTIVE CONNECTING MODULE**

The term "Authorized Protective Connecting Module" denotes a protective unit designed by the Company and manufactured under the control of the Company quality assurance procedures, which unit is to be incorporated in a conforming answering device.

**AUTHORIZED USER**

An "authorized user" is a person, firm or corporation (other than the customer) who may communicate over a private line or channel according to the terms of the *guidebook* and (1) on whose premises a station of the private line service is located or (2) who receives from or sends to the customer over such private line or channel communications relating solely to the business of the customer. An authorized user must be specified in the service contract.

(T)

**BAUD**

The term "Baud" denotes a unit of signaling speed. It is the reciprocal of the time duration in seconds of the shortest signal element (mark or space) within a code signal. The speed in bauds is the number of signal elements per second.

**BIPOLAR WITH 8 ZERO SUBSTITUTION (B8ZS)**

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

**BRIDGING CONNECTION**

The term "Bridging Connection" as used in connection with Series 6000 channels (Type 6103 ) indicates amplifying equipment and services required to connect a station, or an interoffice channel serving a station, at an intermediate point on a network, or to connect an additional station at a terminal point.

**CENTRAL OFFICE**

The term "Central Office" denotes a switching unit providing telephone service to the customers connected thereto.

**CENTRAL OFFICE CONNECTING FACILITY**

The term "Central Office Connecting Facility" denotes a facility furnished to an Other Carrier by the Company (in accordance with the Company's Facilities for Other Carrier's Tariffs) between the terminal location of the Other Carrier and a point of connection on the Company premises.



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**B2. TERMS AND CONDITIONS**

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**B2.5 Definitions (Cont'd)****CENTREX CONTROL SWITCHING EQUIPMENT**

The term "Centrex Control Switching Equipment" denotes switching equipment, located on the Company's premises, used to provide Centrex service furnished in accordance with Centrex service provisions of the General *Exchange Guidebook* of the Company.

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**CHANNEL**

The term "Channel" denotes a path (or paths) for electrical communication, between two or more stations or Company offices. A channel may be furnished in such manner as the Company may elect, whether by wire, radio or a combination thereof and whether or not by means of a single physical facility or route.

**CLEAR CHANNEL CAPABILITY**

The term "Clear Channel Capability" denotes the ability to transport twenty-four, 64 Kbps channels over a 1.544 Mbps (DS1) channel, (i.e. a MegaLink service channel), via B8ZS line code format.

**COMMITMENT GUARANTEE**

The term "Commitment Guarantee" denotes a program under which the Company will provide a credit to the customer's account, under conditions set forth in B2.4.16 preceding, for certain services in those instances when the Company's installation or repair commitment is not met due to Company reasons.

**COMMUNICATIONS SYSTEMS**

The term "Communications Systems" denotes channels and other facilities which are capable, when not connected to private line services, of communications between terminal equipment or Company stations.

The term "Communications" Systems when used in connection with communications systems provided by an Other Carrier (OC) denotes channels and other facilities furnished by the OC for private line services as such OC is authorized by the Federal Communications Commission or Public Service Commission to provide.

**COMPANY**

Wherever used in this *Guidebook*, "Company" refers to the BellSouth Telecommunications, Inc. unless the context clearly indicates otherwise.

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**COMPOSITE DATA SERVICE**

The term "Composite Data Service" denotes the combined use of terminal and data switching equipment with the use of communications services of the Company by a Composite Data Service Vendor to perform data switching for others.

**COMPOSITE DATA SERVICE VENDOR**

The term "Composite Data Service Vendor" denotes a customer that has been certificated by the Federal Communications Commission pursuant to Section 214 of the Communications Act of 1934, as amended, to acquire and operate facilities to perform data switching for others. A customer shall be classified as a Composite Data Service Vendor only with respect to use of those private line services which are utilized for the provision of composite data service.

**CONFORMANCE NUMBER**

The term "Conformance Number" denotes an identifying number assigned by the Company to a particular model of conforming answering device incorporating an authorized protective connecting module when that model or device is in conformance with the provisions set forth by the Company in its technical reference for conforming answering devices.

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**B2. TERMS AND CONDITIONS**

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**B2.5 Definitions (Cont'd)****CONFORMING ANSWERING DEVICE**

The term "Conforming Answering Device" denotes a device which automatically answers incoming calls; transmits a prerecorded voice message or appropriate audible signal to the calling party; records a voice message from the calling party if so designed and arranged; and automatically disconnects from the line in a prearranged manner on completion of the last of the functions for which it was designed and arranged as described in this paragraph. The conforming answering device may include remote interrogation and/or device function control. A conforming answering device must incorporate an authorized protective connecting module and must bear a valid conformance number.

**CONNECTING ARRANGEMENT**

The term "Connecting Arrangement" denotes the equipment provided by the Company to accomplish the direct electrical connection of customer-provided facilities with the facilities of the Company, or the direct electrical connection of Company facilities.

**CONTRACT**

The term "Contract" refers to the service agreement between a customer and the Company under which facilities for communication between specified locations, for designated periods, and for the use of the customer and the authorized users specifically named in the contract are furnished in accordance with the provisions of this Guidebook.

**COORDINATING FACILITIES**

The term "Coordinating Facilities" denotes those used for communication between stations on program networks to enable the customer to pass information for the proper handling of his program.

**CUSTOMER**

The term "Customer" denotes the person, firm or corporation which orders service and is responsible for the payment of charges and compliance with Company *terms and conditions*.

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**DATA ACCESS ARRANGEMENT**

The term "Data Access Arrangement" denotes a protective connecting arrangement for use with the network control signaling unit, or, in lieu of the connection arrangement, an arrangement to identify a central office line and protective facilities and procedures to determine compliance with criteria set forth in B2.6.2.

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**B2. TERMS AND CONDITIONS**

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**B2.5 Definitions (Cont'd)**

Selector Control Unit (SCU) (This equipment has been designated as customer premises equipment)

The equipment located at the master station for use by the customer to transmit control and/or address signals to the DSSs and receive supervisory signals from the DSSs.

An SCU will be provided at the master station location. The SCU is used by the customer to transmit control and/or address signals to the DSSs and to receive supervisory signals from DSSs.

Master Station

The one station located on a customer's premises which communicates with each remote station and may control the connections.

Remote Station

One of the many station located on the customer's premises which is connected to the master station by DSSs.

**DATA SWITCHING**

The term "Data Switching" as used in connection with composite data service denotes the switching of data (non-voice) messages by the interchange, controlling and routing of data messages between two or more stations, via communications facilities, wherein the information content of the message remains unaltered.

**DIRECT ELECTRICAL CONNECTION**

The term "Direct Electrical Connection" denotes a physical connection of the electrical conductors in the communications path.

**DISTRIBUTION CENTER**

The term "Distribution Center" as used in connection with Series 6000 channels furnished for music networks indicates amplifying and bridging equipment required to connect the various local sections of a network or to connect local sections to an interoffice section of the network.

**DROP SERVICE**

The term "Drop Service" refers to the connection of a station (other than those two designated as "terminals" ) to a private line service or channel.

**DUPLEX SERVICE**

The term "Duplex Service" denotes service which provides for simultaneous transmission in both directions.

**EQUALIZATION**

The term "Equalization" as applied to Series 6000 channels denotes a procedure which provides for the component frequencies of the material transmitted having about the same relationship at the two ends of the channel.

**EXCHANGE**

The term "Exchange" denotes a unit established by the Company or its connecting companies for the administration of communication 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 plant used in furnishing communication service within that area.

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**B2. TERMS AND CONDITIONS**

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**B2.5 Definitions (Cont'd)****EXCHANGE AREA**

The term "Exchange Area" denotes the territory served by an exchange.

**EXTENDED SUPERFRAME FORMAT (ESF)**

The term "Extended Superframe Format" specifies a twenty-four-frame repeating pattern for the framing and information bits contained in a DS1/1.544 Mbps bit stream. The required format specifications are contained in Technical Reference 73525.

**HALF-DUPLEX SERVICE**

The term "Half-Duplex Service" denotes service which provides for transmission alternately in either direction or for transmission in one direction only.

**HOST OFFICE**

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

**HUB**

The term "Hub" denotes a Company designated wire center where bridging or multiplexing functions are performed.

**INTERFACE**

The term "Interface" denotes that point on the premises of the customer or authorized user at which provision is made for connection of other than Company-provided facilities to services provided by the Company.

**INTEROFFICE CHANNEL**

The term "Interoffice Channel" denotes that element of a private line service which interconnects Local Channels which serve customers located in different central office areas (wire center serving areas).

**INTRALATA**

See Local Access and Transport Area (LATA)

**LINK**

The term "Link" refers to the use of a single local channel and/or an interoffice channel as one segment (partial channel) of a 2 point or multipoint arrangement when at least one other segment of the service arrangement is served by MegaLink service, MegaLink Light service, MegaLink Plus service, MegaLink channel service, FlexServ service or LightGate service.

**LOCAL ACCESS AND TRANSPORT AREA (LATA)**

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

**LOCAL CHANNELS**

The term "Local Channel" denotes the element of a private line service required for connecting customer premises to its serving wire center.

The term "Local Channel" as used in connection with Series 6000 channels denotes a channel within an exchange between a station and a Company distributing center for multipoint loudspeaker networks.

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**B2. TERMS AND CONDITIONS**

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**B2.5 Definitions (Cont'd)****MASS CALLING EVENT**

An activity that a subscriber engages in that creates or results in a heavy influx of calls into a given network. For example, if a subscriber operating a radio or television station conducts a call-in promotion, it can create a mass calling situation that locks up the network so that other subscribers can not complete their calls through that network. The Company will work with the subscriber in advance of such promotions and mass calling activities to reroute their calls to other facilities to prevent overloading the network that provides the subscriber's service. *The Company* will not be liable for the blockage of any traffic in any way related to the mass calling event. The Company does not guarantee the completion of mass calling traffic on its network.

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**MASTER STATION**

Customer Provided Equipment for use with Telemetry/Alarm Bridging Service. This equipment polls multiple premises connected to these services utilizing a four-wire link to Company provided equipment. This arrangement avoids the need for an individual circuit per premises being monitored.

**MOVE**

The term "Move" as used in connection with the application of move charges for private line services denotes a change in the physical location (whether on the same or different premises), when made at the request of the customer without discontinuance of service, of facilities and items of equipment provided by the Company.

The term "Move" as used in connection with Termination Liability charges for private line services under CSPP denotes a change in the physical location from one premises to a different premises in Company territory within the same state and jurisdiction, when made at the request of the customer.

**NETWORK FOR AUDIO TRANSMISSION CHANNELS**

The term "Network" as used in connection with Series 6000 channels denotes the channel facilities connecting two or more stations of a customer when at all times or at certain times the stations form a distinct operating group.

**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 charging signals), address signaling (e.g., dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operating of switching machines in the telecommunications systems.

**NETWORK CONTROL SIGNALING UNIT**

The term "Network Control Signaling Unit" denotes the terminal equipment furnished for the provision of network control signaling.

**PATRON**

The term "Patron" as used in connection with composite data service, denotes a subscriber to the data switching services of a Composite Data Service Vendor.

**PORT**

The term "Port" denotes the point of access into a computer, a network or other electronic device.

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**B2. TERMS AND CONDITIONS**

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**B2.5 Definitions (Cont'd)****PREMISES (SAME)**

The term "same premises" shall be interpreted to mean: (a) the building or buildings, together with the surrounding land occupied or used in the conduct of one establishment or business, or as a residence, and not intersected by a public thoroughfare or by property occupied by others; or (b) the portion of the building occupied by the subscriber, either in the conduct of his business or as a residence, and not intersected by a public corridor or by space occupied by others; or (c) the building or portion of a building occupied by the subscriber in the conduct of his business and as a residence provided both the business and the residence bear the same street address; or (d) the continuous property operated as a single farm whether or not intersected by a public thoroughfare.

In connection with inside moves, the term "same premises" is to be interpreted to mean the building or portion of a building occupied as a unit by the subscriber in the conduct of his business or residence, or a combination thereof, and not intersected by a public thoroughfare, a corridor or space occupied by others.

**PRIVATE LINE CHANNEL SERVICE**

The term "Private Line Channel Service" denotes a channel which provides a path for intraLATA communication capabilities between station locations or Company offices and the channel service is not directly connected to the public switched network.

**PRIVATE LINE NETWORK**

The term "Private Line Network" denotes two or more private line units of the same type contracted for by one customer and reaching one or more common service points. The lines may be operated separately or they may be connected or connectable by means of a switching arrangement.

**REMOTE MODULES AND/OR REMOTE SYSTEMS**

The term "Remote Modules and/or Remote Systems" (RM or RS) denotes small end offices which obtain their call processing capability from a Host Office. When an RM or RS has its own NXX, the RM or RS will be considered the central office or wire center for rating purposes. When an RM or RS shares the NXX of the Host Office, the Host Office will be considered the central office or wire center for rating purposes.

**SAME BUILDING**

The term "Same Building" is to be interpreted as a structure under one roof, or two or more structures under separate roofs but connected by enclosed passageways in which the wires or cable of the Company can be safely run provided the plant facility requirements are not appreciably greater than would be required normally if all structures were under one roof. In those cases where there are several structures under separate roofs but connected by enclosed passageways and the plant facility requirements for furnishing service are appreciably greater than would be required normally if all the structures were under one roof, the term "same building" applies individually to each of the separate structures. Pipes and conduit are not considered enclosed passageways.

**SERVICE INSTALLATION GUARANTEE**

The term "Service Installation Guarantee" denotes a program under which the Company will provide a credit to the customer's account for certain services in those instances when the Service Date is not met due to Company reasons.

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**B2. TERMS AND CONDITIONS**

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**B2.5 Definitions (Cont'd)****SERVICE POINT**

The term "Service Point" when used in connection with private line services denotes an exchange which normally serves the exchange area in which a station of the customer is located, or an exchange in which an interoffice channel is terminated in a Company office at the request of the customer.

The term "Service Point" when used in connection with customer-provided communication channels denotes the point on the customer's premises where channels provided by or furnished to the customer are terminated in transmitting and receiving terminating equipment or switching equipment used, at least in part, for communications with stations or terminal equipment located on the premises.

**SERVING CENTRAL OFFICE**

The term "serving central office" denotes the central office from which a customer or authorized user would normally be served for local exchange telephone service.

**STATION**

The term "Station" as used in connection with private line services:

1. Denotes the transmitting or receiving equipment, or combination transmitting and receiving equipment at any location on a premises and connected for private line service or,
2. Denotes a point on a premises at which a channel is terminated where the service involves only channels and the transmitting or receiving equipment, or combination transmitting and receiving equipment, is furnished by the customer or authorized user,
3. Denotes a termination of a private line in a Company office for foreign exchange service or in a switching center of a Switched Circuit Automatic Network or a Common Control Switching Arrangement.

A "Main Station Line " is the location which has been designated by the customer as the principal location or any other location which, at the request of the customer, is connected to the service by a separate local channel. An "Extension Station Line " is any other location on the same premises as a main station line and which, at the request of the customer, is connected to the same service by an extension to a local channel.

The term "Station" as used in connection with Series 6000 channels also includes points designated by a customer which are not on a premises but at which points material is transmitted to or received from a Series 6000 channel. A point of connection of Company interoffice and local channels is not considered to be a station.

**STATION CONNECTION**

The term "Station Connection" as used in connection with Series 6000 channels indicates central office amplifying equipment and services including special supervision used to connect Company facilities.

**STUDIO**

The term "Studio" as used in connection with Series 6000 channels indicates fixed premises of a broadcasting station at which audio material regularly originates or is received for transmission to the broadcasting transmitter or to networks or to local distribution systems.

The term "Studio" excludes all locations where the subject matter to be transmitted is not originated for program transmission purposes.

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**B2. TERMS AND CONDITIONS**

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**B2.5 Definitions (Cont'd)****STUDIO CHANNEL**

The term "Studio Channel" denotes a Series 6000 channel for use in connection with loudspeakers and sound recording which connects the studio with the Company serving central office.

**SUPERFRAME FORMAT (SF)**

The term "Superframe Format" specifies a twelve-frame repeating pattern for the framing and information bits contained in a DS1/1.544 Mbps bit stream. The required format specifications are contained in Technical Reference 73525.

**TELEMETRY/ALARM BRIDGING SERVICE (TABS)****Master Station**

The one station of a multi-point system located on a customer's premises which communicates with, or receives communications from, each remote station.

**Remote Station**

One of the many stations of a multi-point system located on a customer's premises which is connected to the master station via the applicable TABS arrangement.

**Master Station Channel**

The dedicated private line channel of a TABS system connecting the master station to the primary bridge.

**Remote Station Channel**

The dedicated private line channel of a TABS system connecting each remote station to its bridge.

**Mid-Link Channel**

The dedicated interoffice private line channel of a TABS system connecting two bridges located in separate central offices with each other. This channel is only applicable for Split Band, Active Bridging.

**Primary Bridge**

The bridge which is connected directly to the master station via the master station channel.

**Secondary Bridge**

Any bridge in a TABS system which is connected to a primary bridge via a mid-link channel.

**TERMINAL EQUIPMENT**

The term "Terminal Equipment" denotes devices, apparatus and their associated wiring, provided by a customer or authorized user which do not constitute a communications system.

**TERMINATION LIABILITY CHARGE**

The term "Termination Liability Charge" when used in connection with specially constructed facilities 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. The term "Termination Liability" as used in connection with the application of termination charges for private line services denotes the discontinuance, either at the request of the customer or by the Company under its *terms and conditions* concerning cancellation for cause, of service or facilities (including channels and station equipment) provided by the Company.

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**B2. TERMS AND CONDITIONS**

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**B2.5 Definitions (Cont'd)****TEST EQUIPMENT**

The term "Test Equipment" denotes test equipment located at the premises of the customer that is used by the customer for the detection and/or isolation of a communications service fault.

**WIRE CENTER**

A "Wire Center" is a Company facility that houses Company equipment necessary for the provision of switched and non-switched telephone service to customers in a defined geographical area. The facility is identified with V&H coordinates and is assigned one or more NXX's for use in providing switched services to customers located in the specified geographical area. The Company equipment located at a Wire Center may consist of switching equipment or non-switched equipment working with a distant host switch as well as equipment used to terminate dedicated non-switched services.

**B2.6 Connections****B2.6.1 General Provisions****A. General**

1. Terminal equipment and communications systems provided by the customer or authorized user may be connected at the customer's premises to private line services furnished by the Company where such connections are made in accordance with the provisions of B2.1.4 preceding and B2.6.
2. The term "telecommunications services" when used in B2.6 denotes exchange service, Long Distance Message Telecommunications Service (LDMTS) and Wide Area Telecommunications Service (WATS).
3. Provision and ownership of equipment and facilities.

Any equipment offered herein which has grandfathered status under the Federal Communications Commission's Registration Program is offered and provided only to the extent of available stock.

**B. Responsibility of the Customer**

1. The customer or authorized user shall be responsible for the installation, operation and maintenance of any terminal equipment or communications system or any terminal equipment or interstate communications system provided by an OC in B2.6.11.C following. No combination of terminal equipment or communications system shall require change in or alteration of the equipment or services of the Company, cause electrical hazards to Company personnel, damage to Company equipment, malfunction of Company billing equipment, or degradation of service to persons other than the user of the subject terminal equipment or communications system, his calling or called party. Upon notice from the Company that the terminal equipment or communications system is causing such hazard, damage, malfunction or degradation of service, the customer shall make such change as shall be necessary to remove or prevent such hazard, damage, malfunction or degradation of service.
2. Where the customer or authorized user elects to provide data set(s) on a given Company-provided private line, it shall be the responsibility of the customer or authorized user to ensure the continuing compatibility of such data set(s) with the private line service furnished by the Company.

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**B2. TERMS AND CONDITIONS**

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**B2.6 Connections (Cont'd)****B2.6.1 General Provisions (Cont'd)****B. Responsibility of the Customer (Cont'd)**

3. The customer shall be responsible for the payment of a Trouble Location Charge as provided in B2.6.12 following for visits by a Company employee to the premises or the customer, authorized user, or OC listed in B2.6.11.C following when a service difficulty or trouble report results from the use of terminal equipment or communications system provided by the customer, authorized user, or OC.
4. The consent of the customer must be obtained by the authorized user or OC prior to the connection of terminal equipment or communications systems to a private line provided to the customer.
5. Where private line services furnished by the Company are used in the provision of a composite data service for others and connection of those private line services is made to a communications system provided by an Other Carrier and the connection is made through data switching equipment, the **terms and conditions** specified in B2.6.11 following are not applicable.

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**C. Responsibility of The Company**

1. Private line services are not represented as adapted to the use of terminal equipment or communications systems. Where such terminal equipment or communications systems are used with private line services, the responsibility of the Company shall be limited to the furnishing of service components suitable for private line services and to the maintenance and operation of service components in a manner proper for such services. Subject to this responsibility the Company shall not be responsible for (1) the through transmission of signals generated by the terminal equipment or communications systems or for the quality of, or defects in, such transmission, or (2) the reception of signals by terminal equipment or communications systems, or (3) address signaling where such signaling is performed by tone type signaling equipment provided by the customer, authorized user, or OC listed in B2.6.11.C following.
2. The Company will, at the customer's request, provide information concerning interface parameters, including the number of ringers which may be connected to a particular line, needed to permit the terminal equipment to operate in a manner compatible with the telecommunications network.
3. The Company may make changes in its telecommunications network, equipment, operations or procedures, where such action is not inconsistent with Part 68 of the Federal Communications Commission's Rules and Regulations. If such changes can be reasonably expected to render any terminal equipment or communications system incompatible with the telecommunications network, or require modification or alteration of such terminal equipment or communications systems, or otherwise materially affect its use or performance, the customer will be given adequate notice in writing, to allow the customer an opportunity to maintain uninterrupted service.

**D. Recording of Two-Way Telephone Conversations**

Private line services are not represented as adapted to the recording of two-way telephone conversations. When voice recording equipment is used with a private line service which is connected to telecommunications services, the provisions relating to Recording of Two-Way Telephone Conversations as set forth in A15.1.1.D of the General **Exchange Guidebook** are applicable to such private line service.

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**B2. TERMS AND CONDITIONS**

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**B2.6 Connections (Cont'd)****B2.6.1 General Provisions (Cont'd)****E. Violation of *Terms and Conditions***

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Where any terminal equipment or communications system provided by a customer or authorized user or any terminal equipment or interstate communications systems provided by an OC listed in B2.6.11.C is used with private line services furnished by the Company and any of the provisions in B2.6 are violated the Company will take such immediate action as necessary for the protection of its facilities and will promptly notify the customer or authorized user of the violation. The customer or authorized user shall take such steps as are necessary to discontinue such use of the equipment or system or correct the violation and shall confirm in writing to the Company within 10 days, following the receipt of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated preceding shall result in suspension of the customer's or authorized user's service until such time as there is compliance with the provisions of this *Guidebook*.

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**F. Definitions****Grandfathered Communications Systems**

The term "Grandfathered Communications Systems" as used in this *Guidebook* denotes communications system (including their equipment, premises wiring and protective circuitry if any) connected at the customer's premises, in accordance with any telephone company's *guidebooks*, and that are considered to be grandfathered under Part 68 of the Federal Communications Commission's Rules and Regulations because, (a) such systems were connected to the telecommunications network or the private line services specified in B2.6.2.B following prior to January 1, 1980 and were of a type system which was directly connected (i.e. without connecting arrangements) to the telecommunications network or the private line services specified in B2.6.2.B following as of June 1, 1978, or (b) such systems are connected to the private line services specified in B2.6.2.C or B2.6.2.D following prior to May 1, 1983 and are of a type system which was directly connected (i.e. without connecting arrangements) to the private line services specified in B2.6.2.C or B2.6.2.D following as of April 30, 1980.

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**Grandfathered Connections of Communications Systems**

The term "Grandfathered Connections of Communications Systems" as used in this *Guidebook* denotes connections via connecting arrangements of communications systems (including their equipment and premises wiring) at the customer's premises, in accordance with any telephone company's *guidebooks*, and that are considered to be grandfathered under Part 68 of the Federal Communications Commission's Rules and Regulations because (a) such connections to the telecommunications network or the private line services specified in B2.6.2.B following were made via connecting arrangements prior to January 1, 1980 and such connecting arrangements are of a type of connecting arrangement connected to the telecommunications network or the private line services specified in B2.6.2.B following as of June 1, 1978, or (b) such connections to the private line services specified in B2.6.2.C or B2.6.2.D following are made via connecting arrangements prior to May 1, 1983 and such connecting arrangements are of a type of connecting arrangement connected to the private line services specified in B2.6.2.C or B2.6.2.D following as of April 30, 1980.

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**B2. TERMS AND CONDITIONS**

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**B2.6 Connections (Cont'd)****B2.6.1 General Provisions (Cont'd)****F. Definitions (Cont'd)****Grandfathered Terminal Equipment**

The term "Grandfathered Terminal Equipment" as used in this *Guidebook* denotes terminal equipment (including protective circuitry if any) connected at the customer's premises, in accordance with any telephone company's *guidebooks*, and that is considered to be grandfathered under Part 68 of the Federal Communications Commission's Rules and Regulations because (a) such terminal equipment was connected to the telecommunications network or the private line services specified in B2.6.2.B following prior to July 1, 1979 and was of a type of terminal equipment which was directly connected (i.e. without connecting arrangements) to the telecommunications network or the private line services specified in B2.6.2.B following as of October 17, 1977, or (b) such terminal equipment is connected to the private line services specified in B2.6.2.C or B2.6.2.D following prior to May 1, 1983 and is of a type of terminal equipment which was directly connected (i.e. without connecting arrangements) to the private line services specified in B2.6.2.C or B2.6.2.D following as of April 30, 1980.

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**Grandfathered Connections of Terminal Equipment**

The term "Grandfathered Connections of Terminal Equipment" as used in this *Guidebook* denotes connections via connecting arrangements of terminal equipment connected at the customer's premises, in accordance with any telephone company's *guidebooks*, and that are considered to be grandfathered under Part 68 of the Federal Communications Commission's Rules and Regulations because, (a) such connections to the telecommunications network or the private line services specified in B2.6.2.B following were made via connecting arrangements prior to July 1, 1979 and such connecting arrangements are of a type of connecting arrangement connected to the telecommunications network or the private line services specified in B2.6.2.B following as of October 17, 1977, or (b) such connections to the private line services specified in B2.6.2.C or B2.6.2.D following are made via connecting arrangements prior to May 1, 1983 and such connecting arrangements are of a type of connecting arrangement connected to the private line services specified in B2.6.2.C or B2.6.2.D following as of April 30, 1980.

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**Registered**

The term "Registered" as used in this *Guidebook* denotes equipment which complies with and has been approved within the Registration provisions of Part 68 of the Federal Communications Commission's Rules and Regulations.

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- G.** Terminal equipment, communications systems and premises wiring may be connected in an interpositioned configuration to private line services as specified in B2.6.2 following.

**H. Provision of Equipment**

Any equipment offered herein which has grandfathered status under the Federal Communications Commission's Registration Program is offered and provided only to the extent of available stock.

**I. Connection of terminal equipment**

Connection of terminal equipment shall not require any change or alteration in Company-provided equipment or services, unless permitted under the provisions of B2.6.6.

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**B2. TERMS AND CONDITIONS**

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**B2.6 Connections (Cont'd)****B2.6.2 Connections of Registered Equipment**

- A. Terminal equipment, protective circuitry, and communications systems that are registered may be connected to those private line services specified in B, C, or D, following, subject to B2.6.1. preceding and this B2.6.2; and further subject to A15.1.2, Connections of Registered Equipment, of the General *Exchange Guidebook*. (T)
- B. The connection may be made only at the customer's premises to Series 2000 private line services that present a two wire or four wire loop signaling interface for such connection under the following conditions:
  - 1. Registered terminal equipment, registered protective circuitry, and registered key telephone systems may be connected to the station end of private line services furnished in connection with off-premises stations.
  - 2. Registered PBX Systems may be connected, as a trunk termination, to the station end of private line services furnished in connection with off-premises stations.
  - 3. Registered terminal equipment, registered protective circuitry, and registered key telephone systems may be connected to CCSA or EPSCS access lines. A channel may be utilized with registered terminal equipment, registered protective circuitry and registered communications systems which are connected to the exchange telephone service associated with such channels.
- C. The connection of registered terminal equipment and registered PBX systems may be made only at the customer's premises to Series 2000 private line services that present an interface for either two wire or four wire transmission, with separate E & M signaling leads conventionally known as Type I (battery/ground) or Type II (contact closure type). Such E & M signaling leads are those terminal equipment or PBX leads (other than voice or data communications leads) used for the purpose of transferring supervisory or address signals across the interface.
- D. The connection of registered terminal equipment and registered PBX systems may be made only at the customer's premises to a Series 1000 and 2000 private line service furnished to provide indications of message registration of outgoing calls or automatic identification of outward dialing (AIOD) to such equipment or systems.
  - 1. In addition, customers who intend to install, perform additions to, or make rearrangements of AIOD functions shall give advance notice to the Company in accordance with the procedures specified in Part 68 of the Federal Communications Commission's Rules and Regulations or as otherwise authorized by the Federal Communications Commission.

**B2.6.3 Connections of Grandfathered Terminal Equipment and Grandfathered Communications Systems**

- A. Direct Connections
  - 1. Grandfathered terminal equipment and grandfathered communications systems, directly connected to the private line services specified in B2.6.2.B preceding are subject to A15.1.3.A. Connections of Grandfathered Terminal Equipment and Grandfathered Communications Systems, of the General *Exchange Guidebook*. Such connections are subject to the minimum protection criteria set forth in A15.1.4.B. (T)
  - 2. Grandfathered terminal equipment and grandfathered communications systems, directly connected to the private line services specified in B2.6.2.C and D preceding on April 30, 1980, may remain connected for the life of the equipment without registration, and may be modified only in accordance with Part 68 of the Federal Communications Commission's Rules and Regulations, subject to the following:

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**B2. TERMS AND CONDITIONS**

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**B2.6 Connections (Cont'd)****B2.6.3 Connections of Grandfathered Terminal Equipment and Grandfathered Communications Systems (Cont'd)****A. Direct Connections (Cont'd)****2. (Cont'd)**

- a. All such connections shall comply with the minimum protection criteria set forth in A15.1.4.B.
  - b. No changes may be made to equipment so connected except by the manufacturer thereof, or a duly authorized agent of the manufacturer.
3. Until May 1, 1983, new installations of terminal equipment or communications systems which have been grandfathered may be connected for use with the private line services specified in B2.6.2.C or D, preceding, subject to the following:
- a. The customer shall notify the Company when such equipment or systems are to be connected and shall notify the Company when such equipment or systems are to be permanently disconnected; such notification shall include a description of the equipment including the manufacturer's name, model number, and type of equipment;
  - b. All such connections are made through standard jacks or are otherwise connected by the Company;
  - c. All such connections shall comply with the minimum protection criteria set forth in A15.1.4.B.
  - d. Premises wiring associated with communications systems shall conform to Part 68 of the Federal Communications Commission's Rules and Regulations;
  - e. No changes may be made to equipment so connected except by the manufacturer thereof, or a duly authorized agent of the manufacturer.
4. Additions to grandfathered terminal equipment or grandfathered communications systems specified in 2 and 3 preceding may be made, subject to 3.a. through e. preceding and to the following:
- a. Until May 1, 1983, where the equipment being added is of a type which has been grandfathered, and
  - b. After May 1, 1983, where the equipment being added is grandfathered.
  - c. Additions of registered equipment is subject to B2.6.2 preceding.
5. Systems connected pursuant to 2 through 4 preceding may remain connected and be moved and reconnected, in accordance with 3 a. through e. preceding, for the life of the equipment and may be modified only in accordance with Part 68 of the Federal Communications Commission's Rules and Regulations.
6. Terminal equipment and communications systems connected via grandfathered protective circuitry are subject to the provisions of 1 through 5 preceding.

**B. Connections Through Connecting Arrangements Provided by the Company**

1. Grandfathered connections of terminal equipment and grandfathered connections of communications systems to the private line services specified in B2.6.2.B preceding are subject to A15.1.3.B, Connections of Grandfathered Terminal Equipment and Grandfathered Communications Systems, of the General *Exchange Guidebook*. Such connections are subject to the minimum protection criteria set forth in B2.6.4.F following.

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**B2. TERMS AND CONDITIONS**

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**B2.6 Connections (Cont'd)****B2.6.3 Connections of Grandfathered Terminal Equipment and Grandfathered Communications Systems (Cont'd)****B. Connections Through Connecting Arrangements Provided by the Company (Cont'd)**

2. Grandfathered connections of terminal equipment and grandfathered connections of communications systems to the private line services specified in B2.6.2.C and D preceding are subject to the following:
  - a. Until May 1, 1983, the Company will provide connecting arrangements for installations of new terminal equipment or communications systems that are subject to Part 68 of the Federal Communications Commission's Rules and Regulations. However, after May 1, 1983, connecting arrangements will only be provided to the extent that such connecting arrangements are available, to reconnect terminal equipment or communications systems which were previously connected to the private line services specified in B2.6.2.C or D preceding through connecting arrangements prior to May 1, 1983.
  - b. Grandfathered connections of terminal equipment and grandfathered connections of communications systems made in accordance with a. preceding may remain connected and be moved and reconnected for the life of the equipment and may be modified only in accordance with Part 68 of the Federal Communications Commission's Rules and Regulations. Connecting arrangements used for such moves and reconnections will continue to be provided by the Company subject to their availability, at the rates and charges specified in Sections B104. and A15. of the General *Exchange Guidebook*. (T)
  - c. Network control signaling shall be performed by the connecting equipment furnished, installed and maintained by the Company, except that customer-provided tone-type address signaling is permissible through a connecting arrangement.
  - d. The connections specified in a. through c. preceding must comply with the minimum protection criteria specified in B2.6.4.F following.

**B2.6.4 Connections of Terminal Equipment and Communications Systems Not Subject to the FCC Registration Program****A. General**

1. Connecting arrangements are not required and minimum protection criteria as specified in A15.1.3.C. are not applicable where terminal equipment or communications systems are connected with the following channels when such channels are used for the types of transmission specified herein due to the nature of the service provided and/or the type of channels and equipment used.
  - Type 1001 through Type 1002 Channels
  - Type 1101 through Type 1102 Channels
  - Type 1204 through Type 1205 Channels
  - Type 5101 through Type 5102 Channels
  - Series 6000 Channels
2. Except as otherwise provided in B2.6.2 and B2.6.3 preceding, terminal equipment and communications systems may be electrically connected to private line services in accordance with this B2.6.4.

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**B2. TERMS AND CONDITIONS**

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**B2.6 Connections (Cont'd)****B2.6.4 Connections of Terminal Equipment and Communications Systems Not Subject to the FCC Registration Program (Cont'd)****A. General (Cont'd)**

2. Except as otherwise provided in B2.6.2 and B2.6.3 preceding, terminal equipment and communications systems may be electrically connected to private line services in accordance with this B2.6.4. (Cont'd)
  - a. When the terminal equipment or communications system is connected with private line service furnished by the Company and such private line service is not arranged for connection to telecommunications services, such connections shall be made to an interface provided by the Company.
  - b. When the terminal equipment or communications system is connected with private line service furnished by the Company and such private line service is arranged for connection to telecommunications services:
    - (1) Except as otherwise specified in B2.6.4D.1.d. following, such connections shall be made through a connecting arrangement as provided in this B2.6.4, and
    - (2) The connection shall be such that the functions of network control signaling (except customer-provided tone type address signaling through a connecting arrangement) are performed by equipment furnished by the Company.
  - c. Terminal equipment or communications systems connected pursuant to a. or b. preceding must comply with the minimum protection criteria set forth in A15.1.4.B.

**B. Data Terminal Equipment**

Data terminal equipment (including telephotograph equipment) may be connected at the customer's premises to private line service through a network control signaling unit and a data access arrangement provided by the Company in accordance with the following when such private line service is arranged as provided in A.2.b preceding.

1. The customer shall furnish the equipment which performs the functions of:
  - a. Conditioning the data signals generated by the terminal equipment to signals suitable for transmission by means of Company services, and
  - b. Conditioning signals transmitted by means of Company services to data signals suitable for reception by the terminal equipment.
2. Where a data access arrangement is furnished in connection with terminal equipment and such terminal equipment is used for both voice and data communication, the data access arrangement may be used to connect the terminal equipment for voice communication.

**C. Voice Terminal Equipment**

1. Voice terminal equipment may be connected at the customer's premises to private line service in accordance with the following when such private line service is arranged as provided in A.2.b. preceding.
  - a. The connection shall be made through a network control signaling unit and a connecting arrangement furnished by the Company.



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**B2. TERMS AND CONDITIONS**

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**B2.6 Connections (Cont'd)****B2.6.4 Connections of Terminal Equipment and Communications Systems Not Subject to the FCC Registration Program (Cont'd)****C. Voice Terminal Equipment (Cont'd)**

1. Voice terminal equipment may be connected at the customer's premises to private line service in accordance with the following when such private line service is arranged as provided in A.2.b. preceding. (Cont'd)
  - b. Where a data access arrangement is furnished in connection with terminal equipment and such terminal equipment is used for both voice and data communication, the data access arrangement may be used to connect the terminal equipment for voice communication.
2. Attested Equipment and Conforming Answering Devices may be used with private line service.

**D. Communications Systems**

1. Communications systems may be connected (other than communications systems connected pursuant to B2.6.2 and B2.6.3 preceding) to private line service in accordance with this B2.6.4.D.1. These communication systems (including channels derived from such systems), not exceeding voice grade, may be connected at the customer's or authorized user's premises where the customer or authorized user has a regular and continuing requirement for the origination or termination of communications over the communications system provided that:
  - a. The normal mode of operation of the communications systems shall be to provide communications originating or terminating at the premises on which the connection is made.
  - b. The connection shall be made through switching equipment provided either by the customer, or authorized user or by the Company.
  - c. The connection shall be to channels of a Type lower than 5500 furnished by the Company or to channels created therefrom in accordance with the provisions of B2.2.6 preceding.
  - d. When the private line service is arranged as provided in B2.6.4.A.2.b. preceding, the connection is made through:
    - (1) a connecting arrangement, or
    - (2) registered or grandfathered terminal equipment, communications system, or protective circuitry which, either singularly or in combination assures that the requirements of Part 68 of the Federal Communications Commission's Rules and Regulations are met at the private line interface.

Minimum protection criteria as set forth in f. following must be complied with when the connection is made through equipment or systems that are not registered.

In lieu of these requirements for total hardware protection, an optional, alternative method, as described in e. following, is available for the control of signal power only.

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## **B2. TERMS AND CONDITIONS**

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### **B2.6 Connections (Cont'd)**

#### **B2.6.4 Connections of Terminal Equipment and Communications Systems Not Subject to the FCC Registration Program (Cont'd)**

##### **D. Communications Systems (Cont'd)**

###### **1. (Cont'd)**

- e. When communications systems not subject to Part 68 of the Federal Communications Commission's Rules and Regulations are connected to private line services that are arranged as provided in B2.6.4.A.2.b. preceding and the connection is through (a) a connecting arrangement or (b) registered or grandfathered terminal equipment, communications system or protective circuitry which assures that all of the requirements of Part 68 of the Federal Communications Commission's Rules and Regulations are met at the private line service interface, no further action is required. However, when a customer elects to connect a communications system to private line service and the registered or grandfathered equipment, system or protective circuitry through which the connection is made does not provide protection for signal power control, the customer must comply with the following institutional procedures:

- (1) The communications system must be installed, operated and maintained so that the signal power (within the frequency range of 200-4000 Hertz) at the private line service interface continuously complies with Part 68 of the Federal Communications Commission's Rules and Regulations.
- (2) The operator(s)/maintainer(s) responsible for the establishment, maintenance and adjustment of the voice frequency signal power present at the private line service interface must be trained to perform these functions by successfully completing one of the following:

A training course provided by the manufacturer of the equipment used to control voice frequency signal power; or

A training course provided by the customer or authorized representative, who has responsibility for the entire communications system, using training materials and instructions provided by the manufacturer of the equipment used to control the voice frequency signal power; or

An independent training course (e.g., trade school or technical institution) recognized by the manufacturer of the equipment used to control the voice frequency signal power; or

In lieu of the preceding training requirements, the operator(s)/maintainer(s) is under the control of a supervisor trained in accordance with the three preceding requirements.

Upon request the customer is required to provide the proper documentation to demonstrate compliance with the requirements in B2.6.4.O.1.e.(2).

- (3) At least 10 days advance notice must be given to the Company in the form of a notarized affidavit before the initial connection of the communications system. A copy of the affidavit must also be maintained at the customer's premises. The affidavit must contain the following information:

The full name, business address, business telephone number and signature of the customer or authorized representative who has responsibility for the operation and maintenance of the communications system.

The line(s) which the communications system will either be connected to or arranged for connection to.

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**B2. TERMS AND CONDITIONS**

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**B2.6 Connections (Cont'd)****B2.6.4 Connections of Terminal Equipment and Communications Systems Not Subject to the FCC Registration Program (Cont'd)****D. Communications Systems (Cont'd)**

## 1. (Cont'd)

## e. (Cont'd)

## (3) (Cont'd)

A statement that all operations associated with the establishment, maintenance and adjustment of the signal power present at the private line service interface will comply with Part 68 of the Federal Communications Commission's Rules and Regulations.

A statement describing how each operator/maintainer of the communications system will meet and continue to meet the training requirements for persons installing, adjusting or maintaining the communications system.

## f. Extraordinary Procedures

- (1) The Company may invoke extraordinary procedures to protect the private line service where one or more of the following conditions are present:

Information provided in the affidavit gives reason to believe that a violation of Part 68 of the Federal Communications Commission's Rules and Regulations or the Institutional Procedures set forth in e. preceding is likely.

Harm has occurred and there is reason to believe this harm was a result of operations performed under the Institutional Procedures set forth in e. preceding.

- (2) The extraordinary procedures which can be invoked by the Company include:

Requiring the use of protective apparatus which either protects solely against signal power or which assures that all of the requirements of Part 68 are met at the private line service interface. This protective apparatus may be provided by either the Company or the customer.

- (3) A charge equal to the Trouble Location charge as provided in B2.6.12 will apply when:

It is necessary to send a Company employee to the premises where the connection is made because a condition set forth in (1) preceding exists, and

A failure to comply with Part 68 of the Federal Communications Commission's Rules and Regulations or the Institutional Procedures for signal power control in e. preceding is disclosed.

## 2. (DELETED)

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**B2. TERMS AND CONDITIONS**

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**B2.6 Connections (Cont'd)****B2.6.4 Connections of Terminal Equipment and Communications Systems Not Subject to the FCC Registration Program (Cont'd)****D. Communications Systems (Cont'd)**

3. Communications systems may be connected through connecting arrangements with Type 10001 Channels (Entrance Facilities) furnished for the purpose of extending the communications system to a premises of the customer or authorized user. The Type 10001 channel or channels created therefrom in accordance with the provisions of B2.2.6 preceding may be connected at such customer's or authorized user's premises, or premises to other communications systems in accordance with D.1.a. through c. preceding.
4. A communications system provided by an authorized user may be connected at the premises of the authorized user to private line service furnished by the Company to a customer on which the authorized user has a station, provided that:
  - a. The customer has a regular and continuing requirement for communications originating or terminating at the authorized user's premises at which the connection is made.
  - b. The normal mode of operation of the authorized user-provided communications system shall be to provide communications originating or terminating at the premises on which the connection is made.
  - c. The connection shall be made through switching equipment provided by the customer or authorized user or by the Company.
  - d. The connection shall be to channels of a Type number lower than 5500 furnished by the Company or to channels created therefrom in accordance with the provisions of B2.2.6 preceding.
  - e. The connection shall be made on the same basis as set forth for the customer in A.2. preceding and F. following.
  - f. All communications over the interconnected facilities shall be between the customer and authorized user and relate directly to the customer's business.

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**B2. TERMS AND CONDITIONS**

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**B2.6 Connections (Cont'd)****B2.6.4 Connections of Terminal Equipment and Communications Systems Not Subject to the FCC Registration Program (Cont'd)****E. Accessories**

Accessories provided by a customer or authorized user may be used with private line service provided that such accessories comply with the provisions of B2.6.1.B. and B2.6.4.A.2.b.(2) preceding.

**F. Acoustic or Inductive Connections****1. General**

- a. Voice or data terminal equipment (including telephotograph equipment) may be acoustically or inductively connected at the customer's premises to a private line service provided the acoustic or inductive connection is made externally to the network control signaling unit when such unit is provided by the Company.
- b. Communications systems may be acoustically or inductively connected with private line service as specified herein, provided the acoustic or inductive connection is made externally to the network control signaling unit when such unit is provided by the Company.

Communications systems may be connected at premises of the customer or authorized user where the customer has a regular and continuing requirement for the origination or termination of communications over the communications system provided that:

- (1) The normal mode of operation of the communications system shall be to provide communications originating or terminating at the premises on which the connection is made.
- (2) The connection shall be to channels of a Type number lower than 5500 furnished by the Company.
- c. A communications system may be acoustically or inductively connected at the premises of the authorized user with Company facilities for private line service, on which the authorized user has a station, provided that:
  - (1) The normal mode of operation of the communications system shall be to provide communications originating or terminating at the premises on which the connection is made.
  - (2) The customer has a regular and continuing requirement for communications originating or terminating at the authorized user's premises at which the connection is made.
  - (3) The connection shall be to channels of a Type number lower than 5500 furnished by the Company.
  - (4) The connection shall be made on the same basis as set forth for the customer in b. preceding.

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**B2. TERMS AND CONDITIONS**

(T)

**B2.6 Connections (Cont'd)****B2.6.4 Connections of Terminal Equipment and Communications Systems Not Subject to the FCC Registration Program (Cont'd)****F. Acoustic or Inductive Connections (Cont'd)**

1. General (Cont'd)
  - c. (Cont'd)
    - (5) All communications over the interconnected facilities shall be between the customer and authorized user and relate directly to the customer's business.
  - d. Customer-provided tone-type address signaling is permitted through such connections, however, the services of the Company are not designed for such use and the Company makes no representation as to the reliability of address signaling which is permitted in such manner.
2. Minimum Protection Criteria
  - a. Since private line services utilize Company channels and equipment in common with other services it is necessary in order to prevent excessive noise and crosstalk that the power of the signal applied to the Company private line service be limited. Because each private line service is individually engineered a single valued limit for all applications cannot be specified. Therefore, the power of the signal which may be applied by the equipment to the interface will be specified by the Company for each application to be consistent with the signal power allowed on the telecommunications network.
  - b. To protect other services, it is necessary that the signal which is applied by the equipment to the interface located on the customer's premises meet the following limits at the output of the network control signaling unit:
    - (1) The power in the band from 3,995 Hertz to 4,005 Hertz shall be at least 18dB below the power of the signal as specified in a. preceding.
    - (2) The power in the band from 4,005 Hertz to 10,000 Hertz shall not exceed 16dB below one milliwatt.
    - (3) The power in the band from 10,000 Hertz to 25,000 Hertz shall not exceed 24dB below one milliwatt.
    - (4) The power in the band from 25,000 Hertz to 40,000 Hertz shall not exceed 36dB below one milliwatt.
    - (5) The power in the band above 40,000 Hertz shall not exceed 50dB below one milliwatt.
  - c. When there is connection to telecommunications service, to prevent the interruption or disconnection of a call, or interference with network control signaling, it is necessary that the signal applied by the equipment to the Company-provided voice transmitting and receiving equipment located on the customer's premises be limited so that the signal at the output of the Company-provided voice transmitting and receiving equipment shall at no time have energy solely in the 2450 to 2750 Hertz band. If there is signal power at the output of the Company-provided voice transmitting and receiving equipment in the 2450 to 2750 Hertz band, it must not exceed the power present at the same time in the 800 to 2450 Hertz band.

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## B2. TERMS AND CONDITIONS

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### B2.6 Connections (Cont'd)

#### B2.6.5 Channel Derivation Devices

Customer-provided channel derivation devices which are used to create additional channels in accordance with B2.2.6, may be connected to private line service subject to B2.6.1, B2.6.2, and B2.6.3 preceding.

#### B2.6.6 Equipment-to-Equipment Connections

Equipment-to-equipment connections, as defined in B.2.6.1.F, preceding, may be connected to telecommunications services when such arrangements are in compliance with Part 68 of the Federal Communications Commissions Rules and Regulations, this Section B2.6 and Section A15 of the General *Exchange Guidebook*.

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#### B2.6.7 Connections of Certain Facilities of Power, Pipe Line and Railroad Companies<sup>1</sup>

- A. Facilities of an electric power company, an oil, oil products or natural gas pipe line company, or a railroad company provided primarily to communicate with points located along a right-of-way (including premises of such company anywhere in cities, towns or villages along the right-of-way) owned or controlled by such company may, in lieu of the provisions of B2.6.3 and B2.6.4.D preceding, be connected with service furnished by the Company to the same customer, subject to the following:
1. Such connections will be made by means of switching or connecting equipment furnished by the Company.
  2. Such customer telephone facilities will be connected to private line services furnished by the Company for voice transmission and utilizing a Series 2000, 2100, or 5200 channel, when furnished to the same customer, for communications with stations associated with such services; provided, however, that facilities of the customer will not be connected to a local or toll central office line to form a through connection except as follows:
    - a. In cases of emergency involving safety of life or property;
    - b. In cases of calls originated by railroad employees under circumstances indicating need for prompt action to secure or maintain the safety, continuity, or reliability of railroad service to the public, and related to the movement of passengers, mail, property, or equipment by railroad, or the repair, maintenance, or construction of railroad rights-of-way, structures, or equipment;
    - c. In cases where the customer facilities serve locations where it is impracticable because of hazard or inaccessibility for the Company to furnish its facilities; and
    - d. During an interim period in cases where the customer has arranged for replacement of said customer facilities with facilities of the Company.
  3. Telecommunications circuits of such companies will be connected to a local or toll central office line to form a through connection only through manual switching equipment, or an attendant's position of dial PBX equipment furnished to the customer by the Company. Such equipment or position may be located at either or both ends of the customer's circuit.
  4. Connection of a Telecommunications circuit of such companies as specified in 2.b.c. or d. preceding may be established at either end of such circuit, but shall not be established at both ends simultaneously.

**Note 1:** The provisions in A15.1.9.B. of the General *Exchange Guidebook* apply to terminal equipment and communications systems connected to those private line services specified in B2.6.2.B preceding.

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**B2. TERMS AND CONDITIONS**

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**B2.6 Connections (Cont'd)****B2.6.7 Connections of Certain Facilities of Power, Pipe Line and Railroad Companies<sup>1</sup> (Cont'd)****A. (Cont'd)**

5. Customer teletypewriter, data transmission, remote metering, supervisory control or miscellaneous signaling facilities will be connected to private line service furnished by the Company for such purposes to the same customer.
6. Company-provided private line services, when connected with facilities of the customer, will not be used for communications of other than the customer, except that such services may be used for the communications of, and be connected with services furnished by the Company to, other companies which:
  - a. Are operated with the customer as parts of an integrated electric power, oil, oil products or natural gas system or railroad system under direct or common ownership or control; or
  - b. Own or operate an electric power or pipe line or railroad system jointly with the customer; or
  - c. Own or operate electric power or pipe line or railroad facilities interconnected with those of the customer.

Company-provided private line services when so connected may be connected to a local or toll central office line to form a through connection for communications of other companies specified in a., b., or c. preceding, including calls originated by employees of such companies only under the circumstances set forth in 2.a. and b. preceding.
7. Terminal equipment and communications systems connected to the private line services specified in B2.6.2.B preceding in accordance with 1 through 6 preceding prior to January 1, 1980 may remain connected and be moved and reconnected for the life of the equipment without registration unless subsequently modified. New installations of terminal equipment or communications systems subject to Part 68 of the Federal Communications Commission's Rules and Regulations connected to such private line services must meet the requirements of Part 68 of the Federal Communications Commission's Rules and Regulations.
8. Effective May 1, 1983, new installations of, or additions to, terminal equipment and communications systems subject to Part 68 of the Federal Communications Commission's Rules and Regulations, connected to the private line services specified in B2.6.2.C or D preceding in accordance with 1 through 6 preceding, must meet the requirements of Part 68 of the Federal Communications Commission's Rules and Regulations.

**Note 1:** The provisions in A15.1.9.B. of the General *Exchange Guidebook* apply to terminal equipment and communications systems connected to those private line services specified in B2.6.2.B preceding.

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**B2. TERMS AND CONDITIONS**

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**B2.6 Connections (Cont'd)****B2.6.8 Connections of Certain Facilities of the U. S. Army, Navy, Air Force and NASA<sup>1</sup>**

- A. Facilities of the U. S. Department of the Army, Navy or Air Force and of the National Aeronautics and Space Administration will be connected with services furnished by the Company, in lieu of the provisions of B2.6.3 and B2.6.4.D preceding, as provided in 1. and 2. following, where the Secretary of the appropriate Department or his authorized representative, or the Administrator of the National Aeronautics and Space Administration, or an authorized representative, notifies the Company in writing that such connection is required for reasons of military necessity, or for the control of space vehicles. Such connections will be made by means of switching or connecting equipment furnished by the Company.
1. Telecommunications facilities of the aforesaid Departments or Administration will be connected to private line services furnished by the Company for voice transmission and utilizing a Series 2000 channel for communications with stations associated with such services; provided, however, that such Department or Administration facilities will not be connected to a local or toll central office line to form a through connection except in cases of emergency involving safety of life or property, unless such facilities are provided in locations where it is impracticable for the Company to furnish its services.
  2. Teletypewriter, data transmission, remote metering, supervisory control or miscellaneous signaling facilities of the aforesaid Departments or Administration will be connected to private line services furnished for such purposes.
  3. Terminal equipment and communications systems connected to the private line services specified in B2.6.2.B preceding in accordance with 1 and 2 preceding prior to January 1, 1980 may remain connected and be moved and reconnected for the life of the equipment without registration unless subsequently modified. New installations of terminal equipment or communications systems subject to Part 68 of the Federal Communications Commission's Rules and Regulations connected to such private line services must meet the requirements of Part 68 of the Federal Communications Commission's Rules and Regulations.
  4. Effective May 1, 1983, new installations of or additions to terminal equipment and communications systems subject to Part 68 of the Federal Communications Commission's Rules and Regulations, connected to the private line services specified in B2.6.2.C or D preceding in accordance with 1 and 2 preceding, must meet the requirements of Part 68 of the Federal Communications Commission's Rules and Regulations.

**B2.6.9 Connections of Services Furnished by the Company to the Same Customer**

A private line furnished by the Company or by the Company and its Other Carriers may be connected to another private line furnished by the Company or by the Company and its Other Carriers or to another service provided by the Company as specified in A. through F. and B2.6.10 following.

**Note 1:** The provisions in A15.1.10.B or A15.1.11.B as appropriate, of the General Exchange Guidebook apply to terminal equipment and communications systems connected to those private line services specified in B2.6.2.C preceding.

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**B2. TERMS AND CONDITIONS**

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**B2.6 Connections (Cont'd)****B2.6.9 Connections of Services Furnished by the Company to the Same Customer (Cont'd)**

- A.** A private line may be connected to another private line if the forms of electrical communication for which they are being used are the same. These private lines may be connected (1) at the premises of the customer; (2) at the premises of an authorized user with a common service point on both private lines.

All connections will be made through connecting arrangements, channel switching arrangements or through switching equipment, except as otherwise provided in B., C., and E. following.

- B.** Private lines for audio may be connected to the extent specified for Series 6000 channels in Section B103.
- C.** Channels created by the customer or authorized user in accordance with the provisions of B2.2.6.B. preceding may be connected at the customer's or authorized user's premises:

1. To channels furnished by the Company and to channels created therefrom as authorized in B2.2.6.B. preceding.  
The connection of channels specified preceding is subject to the *terms and conditions* contained in B2.6.1, 2., and 3., and B. preceding. (T)

2. To a Type 10001 channel furnished by the Company, and to channels created therefrom as authorized in B2.2.6.B. preceding.  
The connection of channels specified preceding is subject to the *terms and conditions* contained in B2.6.1, B2.6.2, B2.6.3, and B2.6.4 as appropriate. (T)

3. To station apparatus provided by the Company as a part of a service provided by the Company to the same customer or to a local or toll central office line or WATS access line through such station apparatus.  
The connection described preceding is subject to the *terms and conditions* specified in the General *Exchange Guidebook* of the Company as appropriate. (T)

- D.** A private line for voice communication utilizing a Series 2000 or 5200 channel or other types of channels when used alternately for voice transmission and when in the voice mode, may be connected at a PBX or other switching or connecting arrangement, to a local or toll central office line or WATS access line to form a through connection over the private and exchange lines where facility and conditions permit. It is not contemplated that more than one such type of connection will be established simultaneously and transmission is not represented as adapted to more than one such connection of the combined facilities at one time.

Where terminal equipment or communications systems involve connection to a Type 2230, Type 5201 or Type 10001 channel, such channels may also be connected either on the premises of a customer or authorized user or through Centrex Control Switching Equipment which serves the premises of the customer or authorized user, to a local or toll central office line or WATS access line to form a through connection. When the connection is made on the premises of the customer or authorized user, such connection shall be through switching equipment and shall be made in accordance with the *regulations* contained in B2.6.1 preceding and the rates, *terms and conditions* specified in the General *Exchange Guidebook* of this Company. (T)

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**B2. TERMS AND CONDITIONS**

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**B2.6 Connections (Cont'd)****B2.6.9 Connections of Services Furnished by the Company to the Same Customer (Cont'd)****D.** (Cont'd)

When a two-point private line or a multi-point private line arranged for service solely between two points utilizing the above type channels is used for transmission of data, through connections over the private and exchange lines may also be established as described preceding.

**E.** Type 10001 channels may be connected to private line services either on the premises of the customer or authorized user or through Centrex Control Switching Equipment which serves the premises of the customer or authorized user where the customer has a regular and continuing requirement for the origination or termination of communications over the customer-provided communications system which is extended by the Type 10001 channel provided that:

1. The normal mode of operation of the communications system shall be to provide communications originating or terminating at the premises on which the connection is made or at the customer's or authorized user's premises served by the Centrex Control Switching Equipment.
2. When the connection is made on the premises of the customer or authorized user, the connection shall be made through switching equipment.
3. The connection shall be to channels of a Type number lower than 5500, to Series 10000 channels furnished by the Company or to channels created therefrom in accordance with the provisions of B2.2.6.B. preceding.

**B2.6.10 Connection of Services Furnished by the Company to Different Customers**

**A.** A private line furnished to a customer on a twenty-four hour per day, seven day per week basis may be connected:

1. With a private line furnished to a branch or agency of the United States Government for the purposes specified under B. through D. following, provided such connection is authorized by the branch or agency to whose service the connection is made and connections are made by means of connecting or switching arrangements furnished by the Company, or,
2. With a private line, local or toll central office line or WATS access line furnished to a different customer provided such connection is made at the premises of an authorized user as specified in E. through H. following, or,
3. As specified under I. through L. following when connections involve (1) Series 6000 channels, (2) the use of service as related to the coordination or exchange of electrical pooled power, (3) channels of a Type number lower than 5500 when these are furnished for data transmission to one customer with connection to channels created by another customer.
4. As specified in M. following when private line service is furnished to a state or local government agency and to a United States Government agency, or connections as specified in B. through M. following will be provided only when the same type of channels, (except when local or toll central office or WATS lines as set forth in F. and H. following are involved) are connected and the same forms of electrical communication are used over the connected channels.

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**B2. TERMS AND CONDITIONS**

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**B2.6 Connections (Cont'd)****B2.6.10 Connection of Services Furnished by the Company to Different Customers (Cont'd)**

- B.** Where the private line is furnished to the Government for teletypewriter transmission for the collection and dissemination of (1) weather information, (2) miscellaneous airways information pertaining to the supervision of the flight of aircraft along the civil airways or (3) agricultural and farm market information, connection may be made as follows:
  - 1. Receiving Only Service - for reception of weather and miscellaneous airways information and agricultural and farm market information transmitted over the Government service to which it is connected.
  - 2. Sending and Receiving Service - for transmission of flight plans to and acknowledgement of such plans from the Government service to which connection is authorized.
- C.** Where the private line utilizes Series 2000 equivalent channels and is furnished to the Government for data transmission for the collection and dissemination of weather information and for the collection and dissemination of data relating to national defense, connection may be made for such purposes.
- D.** Where the private line is furnished to the Government for voice transmission for the collection and dissemination of information relating (1) to air traffic control activities and similar information of public interest in connection with supervision of the flight of aircraft along civil airways or (2) directly to civil defense activities, connection may be made for such purposes.
- E.** A private line furnished to a customer may be connected to a "different" customer's private line if the "different" customer is an authorized user on the other customer's private line and provided that:
  - 1. All communications over the interconnected private lines are between the customers and relate directly to their business.
  - 2. Such connections be made through switching equipment.
  - 3. Neither of the private lines is being furnished for foreign exchange service.Such private lines shall include channels created by the customer in accordance with B2.2.6.B. preceding.
- F.** A private line furnished to a customer may be connected to a local or toll central office line furnished to a "different" customer provided that:
  - 1. The customer for the local or toll central office line is an authorized user of the other customer's private line.
  - 2. The connection shall be made through switching equipment.
  - 3. The connection shall be such that the function of network control signaling is performed by equipment furnished, installed and maintained by the Company.Such private lines shall include channels created by the customer in accordance with B2.2.6.B. preceding.
- G.** Private lines for audio transmission may be connected as provided for Series 6100 channels in Section B3. following.

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**B2. TERMS AND CONDITIONS**

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**B2.6 Connections (Cont'd)****B2.6.10 Connection of Services Furnished by the Company to Different Customers (Cont'd)**

- H.** Private line services furnished by the Company for communications as provided in B2.2.1.F. preceding, may be connected with similar services provided by the Company.
- I.** Private lines for teletypewriter transmission furnished to the U. S. Army may be connected to private lines for teletypewriter transmission to the Associated Press and United Press International for the purpose of establishing an Emergency Action Notification System provided that said customers agree to such connection. Connections will be made by means of switching arrangements furnished by the Company.
- J.** Private line service furnished to a state or local government agency may be connected to private line channels arranged for use and ordered by a United States Government Agency for the use of the state or local government agency pursuant to the Intergovernmental Cooperation Act of 1968.

**B2.6.11 Connection of Services Furnished by the Company with Service of Other Carriers**

- A.** A communications system provided by an Other Carrier (listed in C. following) referred to as the OC, to a customer or authorized user of private line services furnished by the Company may be connected at the premises of the customer or authorized user to the channels of a private line service furnished by the Company where the customer or authorized user has a regular and continuing requirement for the origination or termination of communications over the OC-provided communication system provided that:
  - 1. The normal mode of operation of the OC-provided communications system shall be to provide communications originating or terminating at the premises at which the connection is made.
  - 2. The private line service furnished by the Company shall be voice grade.
  - 3. Where the connection of an OC-provided communications system is by means of a direct electrical connection, such connection shall be made:
    - a. Through switching equipment; or
    - b. Through a channel derivation device.
  - 4. Where such connection is made through a channel derivation device as specified in b. preceding, the "regular and continuing requirement for the origination or termination of communication" provision in 1. preceding and the provision of A. preceding are not applicable.
  - 5. When the connection is by means of switching equipment, such switching equipment and the facilities provided by the OC shall be treated as a communications system and the *terms and conditions* in B2.6.1 through B2.6.4 preceding, as applicable to the connection of a communications system shall apply. (T)  
  
When the connection is by means of a channel derivation device, such channel derivation device and the facilities provided by the Other Carrier shall be treated as a communications systems and the *terms and conditions* applicable to the connection of communications systems as set forth in B2.6 shall apply with the exception of provisions of B2.6.4.D.1.a.and b. and B2.6.4.D.2 (T)
  - 6. Where the connection of an OC-provided communications system is by means of an acoustic or inductive connection, such connection shall be made externally to Company-provided voice transmitting and receiving equipment.

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### B2.6 Connections (Cont'd)

#### B2.6.11 Connection of Services Furnished by the Company with Service of Other Carriers (Cont'd)

- A. (Cont'd)
7. Where the customer of such OC is an authorized user of a private line service furnished by the Company and such connection is made at the authorized user's premises, all communications over the interconnected facilities shall be between the authorized user and the Company's customer and be related directly to the Company's customer's business.
  8. Connections shall be made only if the forms of electrical communication are the same and consistent with those for which the Company-provided channel is offered. Connections are not represented as being suitable for satisfactory transmission.
  9. All arrangements concerning such OC services shall be made by the customer with that carrier. The furnishing of private line services by the Company as set forth preceding is not part of a joint undertaking with the Other Carrier.
  10. Where private line services furnished by the Company are used in the provision of a composite data service for others and connection of those private line services is made to a communications system provided by an Other Carrier and the connection is made through data switching equipment, the **terms and conditions** specified in 1., 4. and 5. preceding are not applicable.
- B. Communications systems (utilizing Central Office Connecting Facilities), not exceeding voice grade, provided by an OC (excluding International Record Carriers listed therein) to a customer may be connected at the premises of the Company with private line service provided by the Company to the same customer, provided the connection is made through Centrex Control Switching Equipment furnished in accordance with Centrex service provisions of this State's General **Exchange Guidebook**:
- C. The OC's referred to in this Section are:

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Carrier	Tariff F.C.C.	PSC No.
AT&T Communications	-	-
Western Union Telegraph Co.	254	1
Western Union Telegraph Co.	261	-

#### B2.6.12 Trouble Location Charge

- A. The customer shall be responsible for payment of a service charge as follows for each visit by the Company to the premises of the customer or authorized users, or OC listed in B2.6.11. preceding, where the service difficulty or trouble report results from the use of equipment or facilities provided by the customer or his authorized users or an OC.
1. Private Line Service, per service call

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**B2.6 Connections (Cont'd)****B2.6.12 Trouble Location Charge (Cont'd)****A. (Cont'd)**

1. Private Line Service, per service call (Cont'd)

	<b>First Half Hour Or Fraction Thereof</b>	<b>Each Additional Half Hour Or Fraction Thereof</b>	<b>USOC</b>
(a) Basic Time normally scheduled hours	<b>\$45.00</b>	<b>\$18.00</b>	<b>NA</b>
(b) Overtime, outside of normally scheduled working hours on a scheduled workday	<b>47.00</b>	<b>22.00</b>	<b>NA</b>
(c) Premium Time, outside of scheduled work day	<b>51.00</b>	<b>26.00</b>	<b>NA</b>

**B2.6.13 Reserved For Future Use****B2.6.14 Connections of Test Equipment****A. Totally Protective Connections**

1. Test equipment may be connected to those private line services specified in B2.6.2 preceding at the premises of the customer through registered or grandfathered terminal equipment, protective circuitry, or communications systems subject to Part 68 of the Federal Communications Commission's Rules and Regulations which, either singularly or in combination, assures that all of the requirements of Part 68 of the Federal Communications Commission's Rules and Regulations (total protection) are met at the private line service interface.
2. Test equipment may be connected to those private line services specified in 2.6.4 (A) (2) preceding at the premises of the customer either (1) directly at the private line service interface, or (2) through other equipment, provided that the minimum protection criteria specified in 2.6.4 (F) preceding is continually met at the private line service interface.

**B. Interim Program for Connections of Test Equipment**

Test equipment may also be connected at the premises of the customer to those private line services specified in B2.6.2 preceding either (1) directly at the private line service interface, or (2) through terminal equipment, protective circuitry, or communications systems subject to Part 68 of the Federal Communications Commission's Rules and Regulations which does not provide protection for signal power control under the following Interim Program provided that:

1. The test equipment is limited to transmission signal power generating and/or detection devices, or similar devices, utilized by the Customer for the detection and/or isolation of a communications service fault.
2. The test equipment is of a type that was lawfully directly connected to private line service as of March 6, 1981. Such test equipment may remain connected, be moved or reconnected during the life of the test equipment unless it has been subsequently modified.

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**B2.6 Connections (Cont'd)****B2.6.14 Connections of Test Equipment (Cont'd)****B.** Interim Program for Connections of Test Equipment (Cont'd)

3. Direct connection of test equipment or connections through Company-provided terminal equipment, or communications systems subject to Part 68 of the Federal Communications Commission's Rules and Regulations are made through jacks or as otherwise authorized by the Company.
4. Test equipment must be operated in accordance with the Institutional Procedures for Signal Power Control as specified in (C) following.
5. The Customer notifies the Company of each private line service at each premises to which the test equipment will be connected in advance of the initial connection. The Customer must also notify the Company when such test equipment is permanently disconnected at each premises.
6. No test equipment or combination of test equipment with terminal equipment, protective circuitry or communications systems subject to Part 68 of the Federal Communications Commission's Rules and Regulations (including but not limited to wiring) may cause electrical hazards to Company personnel, damage to Company equipment, malfunction of Company billing equipment, or degradation of service to persons other than the user of the subject test equipment or the user's calling or called party.

**C.** Institutional Procedures for Signal Power Control

1. In accordance with (B) (4) preceding, the Customer must comply with the following Institutional Procedures:
  - a. The Customer must install, operate and maintain the test equipment so that its signal power at the private line service interface complies with Subpart D of Part 68 of the Federal Communications Commission's Rules and Regulations.
  - b. The operator(s)/maintainer(s) responsible for the test equipment signal power present at the private line service interface must be trained to perform these functions by successfully completing one of the following:
    - (1) a training course provided by the manufacturer of the test equipment, or
    - (2) a training course provided by the Customer, or authorized representative of the Customer, using training materials and instructions provided by the manufacturer of the test equipment, or
    - (3) an independent training course (e.g., trade school or technical institution) recognized by the manufacturer of the test equipment, or
    - (4) in lieu of the preceding training requirements, the operator(s)/maintainer(s) is under the control of a supervisor trained in accordance with (1) through (3) preceding.

Upon request, the Customer is required to provide proper documentation to demonstrate compliance with the requirements in B2.6.14.C.1.b.

- c. Advance notice must be given to the Company in the form of a notarized affidavit before the initial connection of the test equipment at each premises after April 9, 1981. A copy of the affidavit must also be maintained at the Customer's premises. The affidavit must contain the following information:
  - (1) The full name, business address, business telephone number and signature of the Customer or authorized representative who has responsibility for the operation of the test equipment.



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**B2. TERMS AND CONDITIONS**

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**B2.6 Connections (Cont'd)****B2.6.14 Connections of Test Equipment (Cont'd)****C. Institutional Procedures for Signal Power Control (Cont'd)**

1. In accordance with (B) (4) preceding, the Customer must comply with the following Institutional Procedures: (Cont'd)
  - c. (Cont'd)
    - (2) The line(s) to which the test equipment will be either connected to or arranged for connection to.
    - (3) A statement that all operations associated with the establishment, maintenance and adjustment of the test equipment signal power present at the private line service interface will comply with Subpart D of Part 68 of the Federal Communications Commission's Rules and Regulations.
    - (4) A statement describing how each operator of the test equipment will meet and continue to meet the training requirements for persons installing, connecting, adjusting or maintaining the test equipment.
2. Extra-ordinary Procedures
  - a. The Company may invoke extra-ordinary procedures to protect the telecommunications network where one or more of the following conditions are present:
    - (1) Information provided in the affidavit gives reason to believe that a violation of Part 68 of the Federal Communications Commission's Rules and Regulations or the Institutional Procedures set forth in (1) preceding is likely.
    - (2) Harm has occurred and there is reason to believe this harm was a result of operations performed under the Institutional Procedures set forth in (1) preceding.
  - b. The extra-ordinary procedures, which can be invoked by the Company, include:
    - (1) Requiring the use of protective apparatus which either protects solely against excessive signal power or which assures that all of the requirements of Part 68 of the Federal Communications Commission's Rules and Regulations are met at the private line service interface.
    - (2) Disconnecting service.
  - c. A charge equal to the Trouble Location charge will apply when:
    - (1) It is necessary to send a repair person to the premises where the test equipment is connected because a condition as set forth in (a) preceding exists, and
    - (2) A failure to comply with the Institutional Procedures for signal power control is disclosed.

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**B2.7 Special Promotions**

**B2.7.1 Terms and Conditions**

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- A. The Company may offer special promotions of new or existing services or products for limited periods. These promotions are a temporary waiver of certain recurring and/or nonrecurring charges as stated in B2.7.2.A. These promotions will be offered on a completely nondiscriminatory basis with each subscriber in the classification of service and area for which the promotion is offered having an equal opportunity for participation.

**B2.7.2 Descriptions**

- A. Following are Special Promotions:

Area of Promotion	Service	Charges Waived	Period Authority
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## **B2. TERMS AND CONDITIONS**

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### **B2.8 Reserved For Future Use**

### **B2.9 Reserved For Future Use**

### **B2.10 Reserved For Future Use**

### **B2.11 Trademarks and Servicemarks Protection**

#### **B2.11.1 Use of Trademarks and Servicemarks**

Trademarks and Servicemarks owned by **AT&T** Intellectual Property may not be used by any entity concurring in or providing services pursuant to this **Guidebook** except under an express written license agreement with **AT&T** Intellectual Property.

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### **B2.12 Reserved For Future Use**

### **B2.13 Reserved For Future Use**

### **B2.14 Customer Agents**

#### **B2.14.1 General**

- A. The conditions specified herein apply to any entity (hereinafter "agent"), including but not limited to Customer Premises Equipment Providers, Enhanced Service Providers, and Interexchange Carriers acting or purporting to act on behalf of a customer or prospective customer (hereinafter "customer") in transactions with the Company. Such transactions may include, but are not limited to: (1) requests for information about the service or equipment of any customer, (2) negotiations regarding deposits, (3) orders for establishment of or changes in service or equipment, and (4) requests for or inquiries concerning the repair or maintenance of the service or equipment of any customer.

#### **B2.14.2 Responsibility of the Agent**

- A. The agent shall at all times act within the scope of the agent's authority as defined in the agent's agreement with the customer and shall not undertake any transaction with the Company on behalf of any customer unless the agent has been authorized to do so by that customer.
- B. In undertaking any such transactions on behalf of any customer, the agent shall comply with all **terms and conditions** in this section of this **Guidebook** applicable to the transaction or to the service or equipment to which the transaction pertains.

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## **B2. TERMS AND CONDITIONS**

### **B2.14 Customer Agents (Cont'd)**

#### **B2.14.3 Warranty and Liability of the Agent**

- A. By undertaking any transaction with the Company on behalf of a customer, the agent warrants and represents to the Company that the agent has been duly authorized by the customer to act on behalf of the customer in the transaction undertaken. In the event that the customer denies that the agent has acted within the scope of its authority, the agent shall assume responsibility for such transactions and will indemnify and hold the Company harmless from any and all damages, losses, or claims resulting from such dispute or denial by the customer, except for any damages, losses or claims resulting from the Company's willful misconduct, and will pay any and all applicable rates and charges for services rendered or equipment supplied by the Company because of the agent's actions. The foregoing in no way absolves the customer from liability arising from transactions performed by the agent on behalf of the customer.

#### **B2.14.4 Proof of Authority**

- A. When the Company in the reasonable exercise of the Company's discretion believes it appropriate, the Company may request proof of the authority of any party claiming to be the agent of the customer prior to acting upon such request. Failure of the Company to request such proof shall not, however, limit or otherwise affect the agent's responsibility or liability set forth herein, nor shall such a failure constitute a waiver of the Company's right to request such proof at any time in the future.

### **B2.15 Waiver of Nonrecurring Charges for Customers with Subvoice Grade Private Lines and Local Area Data Channels**

- A. It is expressly declared that metallic facilities are in continually decreasing supply and that the Company does not hold itself in a position to make such facilities available. In addition, if modernization programs dictate the replacement of existing metallic facilities with facilities such as fiber optics and subscriber carrier that do not provide metallic continuity, the Company will not be required to continue to provide services that are based on metallic facilities.
- B. In consideration of the decreasing supply of metallic facilities, the Company will convert a customer's service that is based on such facilities to an alternate service and waive the nonrecurring charges associated with the change. This applies to a customer where metallic facilities are being displaced with non-metallic facilities, or a customer may elect to make this change at any time prior to a modernization program that would eliminate the availability of metallic facilities. (M)
- C. This waiver applies to private line customers with Subvoice Grade Service and Local Area Data Service. Alternative services that a customer may convert to are Voice Grade Private Lines, SynchroNet service, WatchAlert service or Basic Local Exchange Service. (M)

### **B2.16 Reserved for Future Use**

(M)

### **B2.17 Reserved for Future Use**

(M)

## B2. TERMS AND CONDITIONS

### B2.18 TDM to IP Transition

#### B2.18.1 King's Point Wire Center (DLBHFLKP) Trial

- A. Effective February 16, 2016, business subscribers served by the King's Point Wire Center service area, which is a part of the Delray Beach exchange, will participate in the Technology Transition Trial. Certain business service offerings will no longer be available for new installations in the King's Point Wire Center serving area. Services grandfathered as a result of this Trial will be obsoleted as specified in B100.1 of this Guidebook and A100.1 of the General Exchange Guidebook.
- B. Effective October 14, 2016, certain previously grandfathered (obsolete) business offerings will be withdrawn in the King's Point Wire Center. Services withdrawn in this Trial will also be specified in B100.1 of this Guidebook and A100.1 of the General Exchange Guidebook, as appropriate.
- Effective September 30, 2017, certain previously grandfathered (obsolete) business offerings will be withdrawn in the King's Point Wire Center. Services withdrawn in this Trial will also be specified in B100.1 of this Guidebook and A100.1 of the General Exchange Guidebook, as appropriate.
- C. The applicable terms and conditions for the trial shall be determined by the Company and the Company reserves the right to alter these terms and conditions at its discretion with appropriate notifications.

#### B2.18.2 General TDM to IP Transition Provisions

As a result of evolving network technology, the Company is able to offer new, advanced services. At the same time, certain older services will no longer be available in some geographic areas, as those services are no longer technically or economically feasible. The table below identifies services that have been withdrawn, by wire center and exchange, along with additional information related to these service withdrawals.

<u>Product Name</u>	<u>Reference</u>
Sub Voice Grade Services – Series 1000 Channels	B3.2.1
Voice Grade Service - Series 2000	B3.2.2
SynchroNet Service	B7.2
Series 1100 Channels, Intraexchange - IntraLATA	B103.1.2

<u>Effective Date</u>	<u>Wire Center</u>	<u>Exchange</u>	<u>Other Information</u>	
11/01/2018	BGPIFLMA	Big Pine	Entire Wire Center	
	SGKYFLMA	Sugar Loaf	Entire Wire Center	
04/29/2019	PNCYFLMA	Panama City	Distribution Areas 112452, 150751, 150752, 151002, 151553, 151851, 152350, 154451, 210854, 413751 and 414551	
	LYHNFLOH	Lynn Haven	Distribution Areas 220651 and 220652	
09/15/2020	JCVLFLRV	Jacksonville	Distribution Area 420664	(N)
				(N)

B2. TERMS AND CONDITIONS

B2.19 Reserved for Future Use				(M)
B2.20 Reserved for Future Use				(M)
B2.21 Reserved for Future Use				(M)
B2.22 Storm Recovery Fee				(M)
B2.22.1 General				(M)
A.	Pursuant to the Florida Public Service Commission’s decision in Docket No. 06598-TL, a monthly Storm Recovery Fee may be imposed on Private Line Services for the recovery of intrastate costs and expenses related to repairing, restoring, or replacing lines, plant or facilities damaged by a specific storm or multiple storms during a specified storm season. Access line equivalents include activated channels on Private Line services. This fee may be applied for a maximum of twelve (12) months.			(M)
B.	The following will apply from February 2, 2007 to February 1, 2008:			(M)
1.	Storm Recovery Fee			(M)
	(a) Per activated channel	Monthly Fee	USOC	(M)
		\$.50	NA	