

**B2. TERMS AND CONDITIONS**

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### B2.1 Undertaking Of The Company

#### B2.1.1 Scope

- A. Private line service is the furnishing of Company facilities for communication between specified locations 24 hours daily seven days per week. Facilities may be those of the Company only or those of the Company and Connecting and other Participating Companies.
- B. The Company does not undertake to transmit messages.

#### B2.1.2 Limitations

- A. The economical operation of the Company business, for the benefit of the whole body of rate payers and to the business itself may require changes in wire center and base rate area boundaries. The rates for service furnished to customers affected when such changes take place will be recalculated based on the application of the approved methods of determining charges and the customer will be informed of any increase or decrease in their rates at the time of the change.

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#### B2.1.3 Liability

- A. The Company's liability, if any, for its willful misconduct is not limited by this *Guidebook*. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, termination, maintenance, preemption, repair, or restoration of service, and subject to the provisions of . through F, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability shall be in addition to any amounts that may otherwise be due the customer under this *Guidebook* as an allowance for interruptions.
- B. 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 the facilities;
  2. Claims for infringement of patents arising from, combining with, or using in connection with, facilities 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 facilities provided by the Company.
- C. The Company is not liable for any act or omission of the other company or companies furnishing a portion of the service.
- D. 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, where suffered, made, instituted or asserted by the customer or by any other party or person, or 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.
- E. The Company may require each customer to sign an agreement for the furnishing of such equipment as a condition precedent to the furnishing of such equipment.
- F. The Company is not liable for any defacement of or damage to the premises of a customer (or authorized or joint user) resulting from the furnishing of channel facilities or the attachment of the instruments, apparatus and associated wiring furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the agents or employees 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.

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

Each authorized user of the subscriber shall be responsible for providing appropriate security measures to protect their computer, network and/or data.

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**B2.1 Undertaking Of The Company****B2.1.3 Liability (Cont'd)****H. Transmission of Data**

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. Voice-grade lines are primarily conditioned to handle data speeds up to 9.6 kilobits per second (kbps). 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.

The Company's liability for damages or errors caused during the transmission of data over any of the Company's data facilities shall be limited to an amount equal to the proportionate charge for the service for the period during which the service was affected.

**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 dates, such as the Year 2000, 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 held 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. TERMS AND CONDITIONS

### B2.1 Undertaking Of The Company (Cont'd)

#### B2.1.4 Provision Of Facilities

- A. The Company or the Company and other carriers will provide all facilities necessary for private line service, to the demarcation point at a customer premises, except that, the customer or authorized user may provide his own terminal equipment or communications systems for use with such service as specified in 1 through 6, or as otherwise specified hereinafter.
  1. When a private line 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. Where the customer or authorized user provides his own communications system or terminal equipment, the customer or user, except as provided in B2.6.3.A, may provide all station apparatus and associated channels which are a part of the system and which are located on the same customer's premises as the system.
  3. When a private line 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 the customer or authorized user. Such equipment must operate at a line signaling speed not to exceed that specified for the channel facilities furnished.
  4. When a private line is used for data transmission which requires terminal equipment (data sets) as specified in B2.6.4.G, such data sets may be provided by the customer or authorized user except that the Company shall furnish all data sets, located in the Company's 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 is used for transmission purposes other than voice and teletypewriter except as specified in 1, 2, and 3, it is contemplated that the customer or authorized user will provide the station equipment for such other purposes.
  6. A private line furnished for voice transmission or in connection with Foreign Exchange Service may be connected with broadcasting equipment at a radio or television station to permit broadcasting of a recording of a telephone conversation during the period of the recording provided that in the interest of protecting the privacy of the telephone service the recording is made in accordance with B2.6.4.
- B. The Company undertakes to maintain and repair the facilities which it furnished. The customer or authorized user may not rearrange, disconnect, remove or attempt to repair any equipment installed by the Company except upon the written consent of the Company.
- C. The Service Installation Guarantee, as set forth in B2.4.17 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:
  - MegaLink Channel Service
  - MegaLink ISDN Service<sup>1</sup>
  - 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 Sections.  
The following service(s)/service elements are not eligible for such credit:
  - Custom Network Service
  - FlexServ Service
  - BellSouth 256 DSL 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 Reserved For Future Use

**Note 1:** MegaLink ISDN service obsoleted 10/30/96. (See Section B107)

## B2. TERMS AND CONDITIONS

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### B2.1 Undertaking Of The Company (Cont'd)

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

The rates and charges specified in this Guidebook contemplate that work will be performed during regular working hours and that work once begun will not be interrupted by the customer. If, at the request of the customer, work is performed outside of regular working hours, either to meet his convenience or because the time allowed is insufficient to permit completion during regular hours or if the customer interrupts work which has begun, the customer may be required to pay any additional costs incurred.

#### B2.1.7 Reserved For Future Use

#### B2.1.8 Reserved For Future Use

#### 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. 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 B.1.
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 **Terms and Conditions** cited in B.1, 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*

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 Manager, NCS;
  - 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.

###### **Subcontractor**

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

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###### **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.

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###### **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.

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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)

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##### 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 follow:
  - 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:

	Nonrecurring Charge	Monthly Rate	USOC
a. Priority Installation (PI) <sup>1</sup>			
(1) Per Circuit			
(a) Prime vendor	\$88.00	-	P1APX
(b) Subcontractor	88.00	-	P1ASX
b. Priority Restoration (PR), per circuit			
(1) Level Implementation			
(a) Prime vendor	68.00	-	PR5PX
(b) Subcontractor	68.00	-	PR5SX
(2) Level Change			
(a) Prime vendor	68.00	-	PR8PX
(b) Subcontractor	68.00	-	PR8SX
(3) Maintenance/Administration			
(a) Prime vendor	-	\$3.75	PR9PX
(b) Subcontractor	-	3.75	PR9SX

**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 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)**

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**B2.1.10 Deferment Of Start Of Services Or Channels**

At the written request of the customer, the date for placing in service channel facilities specially constructed by this Company or its concurring carriers in connection with services or channels to be furnished under the provisions of this Company's *service publications* will be deferred for one or more periods, totaling not more than 18 months subject to the following *Terms and Conditions*:

- A. Where the special construction of such facilities has not started, prior to the receipt by this Company of the customer's request, no charge applies.
- B. Where the special construction of such facilities has started, but is not complete, at the time of receipt by this Company of the customer's request, charges determined as set forth following apply:
  - 1. Where the start of all the services and channels (both interstate and intrastate furnished by all Companies) involved in the special construction is deferred, a charge equal to the costs incurred applies during each month of the period of deferment. Such costs will include the recurring monthly costs applicable to the portion of the special construction which was completed prior to receipt of the customer's request, and any other specific items of cost applicable to the deferment.
  - 2. Where the start of one or more, but not all of the services and channels (both interstate and intrastate furnished by all Companies) involved in the special construction is deferred, the lower the following charges applies for each month of the period of deferment:
    - a. The monthly charge for each local channel or interoffice channel involved in the special construction.
    - b. The monthly charge for the specially constructed portion of each such service terminal, local channel or interexchange channel section. In determining each such charge, rates and mileage measurements are applied between the points of termination of such specially constructed portions.
    - c. Where the special construction of such facilities is complete at the time of receipt by this Company of the customer's request, the charge is determined in the same manner as in B2.1.10.B.2.

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### B2.1 Undertaking Of The Company (Cont'd)

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#### B2.1.11 Taxes - Federal, State, Municipal, And Other Sales, Franchise Occupation, Etc.

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- A. When the Company is required to pay the 3 percent (3%) utilities gross receipts license tax for schools, authorized by KRS 160.613, the Company will increase its rates in any such county in which it is required to pay such school tax by 3 percent (3%).
- B. Effective July 1, 1960, the Company, pursuant to authority conferred by KRS 139.210 commenced and will continue to add to the bills of subscribers as a separate item the Kentucky Veteran's Bonus Sales and Use Tax levied by KRS 139.200.
- C. Effective June 1, 2007, the Company, will add to the bills of subscribers a surcharge to recover the KY Gross Revenues Tax (GRT) imposed by KRS 136.616. This will appear as a separate line item on the customer's bill and will read: KY GRT Surcharge.

#### B2.1.12 Reserved For Future Use

#### B2.1.13 Reserved For Future Use

#### B2.1.14 Provision Of Company-Provided Grandfathered 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.

#### B2.1.15 Reserved For Future Use

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#### 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., B. and C. Such service is to be utilized without charge in an initial application test with a customer for no longer than sixty days from the date of installation. The Company shall determine the specific services which may be used in application testing; such services will be made available to all customers for use in an initial application test subject to the conditions set forth *herein*. 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). BellSouth 256 DSL service is not available for Application Testing.

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- A. Services to be provided in an application test are subject to the availability of facilities and equipment as determined by the Company. In an application test only the minimum quantity of a service sufficient to ensure a satisfactory test of that service for the customer's application will be provided.
- 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 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. Such service shall be disconnected by the Company no later than the first day following the sixtieth day of the application test.
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.

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

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**B2.2 Use****B2.2.1 Authorized Users**

A private line service may be used for one or more of the following purposes and for the purpose specified in B2.2.9. (T)

- A. For the transmission of communications to or from the customer and relating directly to the customer's business.
- 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 percent (**50%**) of the voting stock.
- 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 use of the service relates to coordination or exchange of electrical pooled 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.
- F. For the transmission of communications to, from, within and between air carriers, where the customer is an aeronautical communications company licensed to operate stations in the aeronautical mobile and fixed services.
- G. For the transmission of communications of a state or local government agency where the service is ordered for such agency by the United States Government pursuant to the Intergovernmental Cooperation Act of 1968.

**B2.2.2 Unlawful Purpose**

Private Line Service shall not be used for an unlawful purpose.

**B2.2.3 Use By Others**

A. Unless otherwise noted, private line service shall not be used for any purpose for which a 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.E and F, and in B2.2.3.B. (T)

- 1. This provision does not prohibit:
  - a. an arrangement between the customer and the authorized users to share the cost of the private line service.
  - b. customers of BellSouth 256 DSL service from charging their end-user customers for service(s) provided via BellSouth 256 DSL service. (T)

B. Most private line services specified in this *Guidebook* are available for resale, except as otherwise noted in this *Guidebook*, by Competitive Local Exchange Carriers (CLECs) certificated by the Kentucky Public Service Commission and such services are subject to the terms and conditions specified in the appropriate sections of this *Guidebook*. (T)

**B2.2.4 Reserved For Future Use****B2.2.5 Private Lines May Be Used For Different Types Of Transmission Simultaneously**

A private line may be used for different types of transmission simultaneously as provided in B2.2.5.A and B2.2.6, in accordance with the normal transmission characteristics of such a private line. (T)

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.

**B2.2.6 Additional Channels Created From A Channel**

Additional channels may be created from a channel provided for private line service use as provided in B2.2.6.A, B and C: (T)

- 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 communications, except as specified in B2.2.6.A, by subdividing:
  - 1. A channel of a type number lower than 6000 or a Series 10001. (M)
- 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 2. (T)(M)

The Company makes no representation as to the suitability of the channels provided by it for such subdivision into additional channels by the customer. (M)

**B2. TERMS AND CONDITIONS**

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

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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 and B2.6.

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.

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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 (DELETED)****B2.2.9 Reserved for Future Use****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. Damages to facilities of the Company caused by the negligence or willful act of the users,

D. Reimbursing the Company for any loss through theft of the equipment or apparatus on the customer's premises.

## B2. TERMS AND CONDITIONS

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### B2.3 Obligations of the Customer (Cont'd)

#### B2.3.1 Customer Responsibilities (Cont'd)

- E. The provision of the power required to operate Company facilities installed on the premises of the customers or authorized users.
- F. 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.
- G. 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 for,
- H. Making Company facilities available 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.
- I. 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 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.

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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 equipment used must meet the technical requirements specified in IEEE Standards 487 and 1590 and the customer shall submit its proposed design and equipment specifications to **the Company** for **the Company's** approval prior to installation of 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 Reserved For Future Use

#### B2.3.3 Transfer Of Service

The service or any rights associated therewith may not be assigned or in any manner transferred except as otherwise provided for in this **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 subscriber is responsible for payment of all appropriate charges for services. The subscriber will receive a monthly bill for services provided by the Company. The bill will include the subscriber's account number, the due date of the bill, the amount due, the period of time covered by the bill, and itemized charges as appropriate. All charges due by the subscriber are payable at the Company's Business Office or at any agency duly authorized to receive such payments. If objection in writing is not received by the Company within thirty days after the bill is rendered the account shall be deemed correct and binding upon the subscriber. Nonpayment of charges for service may result in interruption or discontinuance of any or all of the services furnished the subscriber.
- 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 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 contract 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 or credited to the customer at any time prior to the termination of the contract.
- D. Interest will *accrue* on all sums held on deposit at the rate *prescribed by law beginning on the date of the deposit*. The interest will be applied as a credit to the customer's bill or will be paid to the customer on an annual basis. If the deposit is refunded or credited to the customer's bill prior to the deposit anniversary date, interest will be paid or credited to the customer's bill *prior to twelve (12) months from the deposit anniversary date or from the last interest payment date, interest will be paid or credited to the customer's bill* on a pro-rated basis. If interest is not credited to the customer's bill or paid to the customer annually, interest will be computed by a method which will result in an amount no less than that obtained by using a middle course method between simple and compound interest in compliance with Commission Order dated October 31, 1989 in Case No. 89-057. Interest on deposits computed in this manner will accrue until credited to the customer's bill or paid to the customer.
- E. The customer is held responsible for the payment of all the charges for service and channels in accordance with the Company's regular billing and collection practice.
- F. A charge of \$30.00 will apply whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.
- G. At the option of the customer, all nonrecurring charges associated with an order for service may be billed over a three month period subject to the following:
  - 50 percent (50%) of the total nonrecurring charges will be billed in the first monthly billing period after the charges are incurred, and 25 percent (25%) of the total nonrecurring charges plus an Extended Billing Plan Charge will be billed in each of the following two monthly billing periods.
  - The Extended Billing Plan Charge is calculated at a rate of 1.0 percent (1.0%) per month or 12 percent 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 E will apply.
- H. A late payment charge of \$15.00 and an interest charge of 1.50 percent (1.50%) of the unpaid balance will apply to each business subscriber's bill with a balance greater than \$5.00 (including amounts billed in accordance with Billing and Collection Services) when any undisputed portion of a previous month's bill has not been paid in full prior to the next billing date. The 1.50 percent (1.50%) interest charge is applied to all new charges on a subscriber's previous month's bill which were not paid prior to the next billing date. State Agencies subject to KRS 45.454 shall be assessed late payment charges in accordance with that statute. Additional penalty charges shall not be assessed on unpaid penalty charges. Federal Government customers are exempt from late payment and/or interest charges.

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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 And Fractional Rates And Charges**

- A. The minimum period for which service is furnished is one month. The minimum period for SMARTRing service is twelve months.
- B. When rates are on a "per month" basis, 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 the 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 there is another requirement for the 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 special 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 B5.1. 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 therefor 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.
- E. 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 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.

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**B2. TERMS AND CONDITIONS**

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**B2.4 Payment Arrangements And Credit Allowances (Cont'd)****B2.4.5 Change In Service Arrangement**

A. When a change in service arrangement involves the continued use by the customer of facilities furnished by the Company, installation charges, as provided in this *Guidebook* do not apply to the facilities continued in use. The minimum service period for the facilities continued in use is determined from the date of initial installation thereof.

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**B2.4.6 Suspension Of Service**

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

**B2.4.7 Temporary Surrender Of A Private Line Service**

When, at the request of the Company, service is temporarily surrendered by the customer, credit will be allowed, the amount of which will be determined in the same manner as for an allowance for interruptions, as provided in B2.4.8.

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**B2. TERMS AND CONDITIONS**

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

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**B2.4.8 Allowance For Interruptions**

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- A. When service is interrupted 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 as set forth in B through E, or in the respective 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. Long Distance Message Telecommunication Service furnished at the customer's request, when his service utilizing a Type 2230 interoffice channel is interrupted, is charged for at the regular message toll telephone rates. An interruption period starts when the customer reports the interruption 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 interruptions to service of less than thirty minutes. Interruptions 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 interruption.
- C. No credit allowance will be made for interruptions of a service due to the failure of equipment or systems provided by the customer or others.
- D. For Self-healing Multi-nodal Alternate Route Topology Ring (SMARTRing) service, a credit for a service interruption 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 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.

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For service interruptions 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 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 thirty 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 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.

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.

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## 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 appropriate sections of this Guidebook 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 month Term Payment Plan<sup>1</sup> - payment periods may be selected from 24 months to 48 months in length, at 36 month rates and charges. (P)
  - (3) 60 month Term Payment Plan<sup>1</sup> - payment periods may be selected from 49 months to 72 months in length, at 60 month rates and charges. (P)
  - (4) 84 month Term Payment Plan<sup>1</sup> - payment periods may be selected from 73 months to 96 months in length, at 84 month rates and charges. (P)
- d. When the customer extends service beyond a 96 month service period, the 84 month Term Payment Plan<sup>1</sup> (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<sup>1</sup> 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. Effective with this Guidebook, customers under a CSPP arrangement will be billed the lower of their existing CSPP rates or the current CSPP rates for their service arrangement.
- 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.
- g. Additions of SMARTTRING service rate elements must be ordered as described in B7.7.

###### 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 rates and charges as specified in 2.
- c. Termination charges for premature disconnection of added contractual services will apply as set forth under Disconnects as stated in 4.
- 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.

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 on or after April 5, 2021.

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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)****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 this *Guidebook* for such service. Remaining services or rate elements will not be affected by such disconnections. (T)
- 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 separate service, termination liability charges will not apply when:
  - the completed service period, for LightGate service, is 12 months, or twenty-five percent (25%) of the length of the originally selected CSPP service period, whichever is greater, and (T)
  - 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>3</sup>

MegaLink Light Service

MegaLink Plus Service

MegaLink ISDN Service<sup>1</sup>/Primary Rate ISDN<sup>2</sup>

LightGate Service

BellSouth Wavelength Service

SMARTRing Service

With the exception of LightGate service and SMARTRing service, if the completed service period is less than twelve months or twenty-five percent (25%) of the length of the originally selected CSPP service period, the customer will be responsible for payment of the difference between the originally selected CSPP service arrangement recurring rates and nonrecurring charges as appropriate, and the month-to-month recurring rates and nonrecurring charges as appropriate, for the period of time in 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 *service publications* 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 paragraph 12.

**Note 1:** MegaLink ISDN service obsoleted 10/30/96. (See Section B107.)

**Note 2:** Primary Rate ISDN is located in Section A42 of the General Exchange Guidebook.

**Note 3:** BellSouth Channelized Trunks is located in Section A4 of the General Exchange Guidebook.

**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)****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 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 the payment period.
    - Nonrecurring charges will not be reapplied.
    - A service order charge will not apply.

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

## 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)

###### 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.
  - (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 paragraph (2)<sup>2</sup>.
  - (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
- 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.
- 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 of this Guidebook also apply under CSPP.

**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.).

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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**

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: (T)

Nonrecurring Charges (M)

Service Establishment (M)

(2) The customer must select a payment period longer than one month. (M)

(3) The total amount of nonrecurring charges as defined in (1) may be deferred. (T)(M)

(4) The minimum amount deferrable per CSPP Contract is \$2,000.00 (M)

(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.

(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.

(4) Customers who prematurely disconnect will have termination charges deducted from the prepaid amount and any balance credited to their bill.

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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)**

11. Exception to Termination Liability for State, County, and Municipal Governments
  - 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 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: 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)
12. 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. (T)
    - (2) The move from the original location to the new location must be completed within thirty days of the original premises disconnect date. (T)
    - (3) No lapse in billing will occur for moves of service under CSPP. (T)
    - (4) Orders to disconnect the existing service and reestablish it at the new location must be related. (T)
    - (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. (T)
    - (6) Any additions made at the new location will be treated as coterminous additions in accordance with 3. (T)
    - (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 to intrastate, intrastate to interstate, etc., will not be treated as a disconnect of service with regard to termination liability charge application. The customer must subscribe to a payment arrangement offered in the appropriate interstate tariff which is a minimum 24 month service period or equals/exceeds the remaining contract 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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**B2.4 Payment Arrangements And Credit Allowances (Cont'd)****B2.4.10 Reserved For Future Use****B2.4.11 Reserved For Future Use****B2.4.12 Reserved For Future Use****B2.4.13 Service Order Modification**

## 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.
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.
4. A Service Date Change Charge will apply, on a per occurrence basis, for each service date changed. The applicable charge is:

(T)

(a) Per order

Charge	USOC
\$27.00	OMC

**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**

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 will apply, or
- Billing for the service will commence.

(T)

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.

**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. (T)
2. When the customer cancels a service order prior to the Scheduled Issue Date, as defined in 4.b, no charges shall apply. (T)
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. (T)
4. Charges applicable as specified in 3 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: (T)
  - 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. (T)
  - 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.
    - 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. (T)
- 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 for the critical date last completed on the order. (T)

**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. (Cont'd)

4. (Cont'd)

e. Cancellation Charge Percentages

TYPE SERVICE/ CRITICAL DATES	AFTER: SID LAM BEFORE: LAM EIRD			EIRD	RID	DVA	WOT FCD	FCD PTD DD	PTD DD	DD
	RID	DVA	WOT							
VOICE GRADE	5.0	9.0	12.0	16.0	26.0		34.0	49.0	82.0	100.0
METALLIC GRADE	6.0	11.0	14.0	19.0	30.0		39.0	52.0	83.0	100.0
WIRED MUSIC	7.0	12.0	15.0	21.0	33.0		43.0	54.0	83.0	100.0
MEGALINK SERVICE	23.0	29.0	33.0	38.0	50.0		61.0	69.0	87.0	100.0
MEGALINK CHANNEL SERVICE	23.0	29.0	33.0	38.0	50.0		61.0	69.0	87.0	100.0
MEGALINK LIGHT SERVICE	23.0	29.0	33.0	38.0	50.0		61.0	69.0	87.0	100.0
MEGALINK PLUS SERVICE	23.0	29.0	33.0	38.0	50.0		61.0	69.0	87.0	100.0
LIGHTGATE SERVICE	23.0	29.0	33.0	38.0	50.0		61.0	69.0	87.0	100.0
SYNCHRONET SERVICE	8.0	12.0	15.0	20.0	30.0		38.0	51.0	82.0	100.0
SMARTRING SERVICE	23.0	29.0	33.0	38.0	50.0		69.0	87.0	100.0	100.0
PRIMARY RATE ISDN	23.0	29.0	33.0	38.0	50.0		69.0	87.0	100.0	100.0
 BELLSOUTH 256 DSL SERVICE	 23.0	 29.0	 33.0	 38.0	 50.0		 61.0	 69.0	 87.0	 100.0

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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

- A. Each company will bill for the portion of the private line service provided by their respective tariff based on their regulations, rates and charges as appropriate.
- B. The charges billed by this 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, Inc. F.C.C. No. 4.
  2. A billing factor is determined from the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4. This factor represents the percentage of the distance between Exchange Telephone Company central offices that will be billed by this 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, fifty percent (**50%**) of the Company's rate will apply for each end of the interoffice channel provided. If this company does not bill for either end of the interoffice channel, then the fixed recurring charge and nonrecurring charge shall not apply.

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#### B2.4.16 Reserved For Future Use

#### B2.4.17 Service Installation Guarantee

- A. The Company assures that orders for services to which the Service Installation Guarantee (SIG) applies will be installed and available for customer use no later than the Service Date as specified in B2.4.14B. The SIG is applicable only as specified in B and C, and B2.1.4.
- 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 as specified in B2.1.4 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*.
- C. Service Installation Guarantee does not apply:
  1. when failure to meet the Service Date occurs because of:
    - a. any act or omission of this customer, any other customer or any third party, or of any other entity providing a portion of a service,
    - b. labor difficulties, governmental orders, civil commotions, criminal actions against the Company, acts of God, war, or other circumstance(s) 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 takes precedence over Private Line services as set forth in B2.1.2.
  2. to service requiring construction charges as set forth in Section B5,
  3. to Specialized Service or Arrangements or Individual Case Basis filings,
  4. for jointly provisioned services, and
  5. to other companies concurring in the rates, *Terms and Conditions* of the Company.

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

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## B2. TERMS AND CONDITIONS

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### B2.5 Definitions

Certain terms used generally throughout the *guidebooks* for Private Line Services defined following. (T)

#### 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.

#### AUTHORIZED USER

The term "Authorized User" denotes a person, firm or corporation who is authorized by the customer to be connected to the service of the customer. An Authorized User must be specifically named in the application for service and a station of the private line service must be located on his premises.

#### 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. (T)

#### BRIDGING CONNECTION

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

#### BUILDING (SAME)

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 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.

#### CENTRAL OFFICE

A switching unit providing service to the subscribers connected thereto. (T)

#### CENTREX TYPE SERVICES

Central Office based non-transport arrangements which permit abbreviated internal calling, and inward and outward calling from station lines associated with ESSX-1 service, ESSX service, Digital ESSX service, MultiServ service, MultiServ PLUS service, and BellSouth Centrex service. (T)

#### 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. (T)

#### COMMUNICATIONS SYSTEMS

The term "Communications Systems" denotes channels and other facilities which are capable, when not connected to Private Line services, of communications between customer-provided terminal equipment or Company Stations.

#### COMPANY

Whenever used in this *Guidebook*, the term "Company" or the name South Central Bell Telephone Company denotes BellSouth Telecommunications, Inc. (T)

#### 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.

#### CONNECTING COMPANY

A corporation, association, firm or individual, licensed and operating as a communications common carrier, owning and operating a toll line and/or one or more central offices providing local exchange telephone service to the public and with whom the Company interchanges traffic.

**B2. TERMS AND CONDITIONS**

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

The term "Contract" refers to the service agreement between a customer and the Company under which facilities for communications 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.

**CUSTOM NETWORK SERVICE**

The term "Custom Network Service" refers to the provisioning of custom-designed networks composed of various Private Line Services. The rates **Terms and Conditions** for such networks, or arrangements, are found in Section B8.

(T)

**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**. 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 B2.2.1.C, B2.2.1.F and B2.2.3.A.1.

(T)

**CUSTOMER-PROVIDED TERMINAL EQUIPMENT**

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

**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 connecting 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.

(M)

**DEMARCATION POINT**

The point of demarcation and/or interconnection between Company communications facilities and terminal equipment, protective apparatus or wiring at a subscriber's premises. Company-installed facilities at or constituting the Demarcation Point shall consist of wire or a jack conforming to Subpart F of Part 68 of the Federal Communications Commission's rules. "Premises" as used herein generally means a dwelling unit, other building or a legal unit of real property such as a lot on which a dwelling unit is located, as determined by the Company's reasonable and nondiscriminatory standard operating practices.

(M)

**DIRECT ELECTRICAL CONNECTION**

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

(M)

**DISTRIBUTION CENTERS**

The term "Distribution Center" as used in connection with program transmission 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.

(M)

**DUPLEX SERVICE**

The term "Duplex Service" denotes service which permits customers or authorized users to communicate in both directions simultaneously.

(M)

**EQUALIZED**

The term "Equalized" 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.

(M)

**EXCHANGE**

The term "Exchange" means a unit established by a Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated plant used in furnishing communication service within that area.

(M)

**EXCHANGE AREA**

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

(M)

**HALF-DUPLEX SERVICE**

The term "Half-Duplex Service" denotes service which permits communication alternately in either direction, or for communication in one direction only, including bi-directional simultaneous transmission of tones required solely for control purposes or quick turnaround or synchronization.

(M)

**HEADSET**

The term "Headset" denotes a hands-free, multi-wire device containing acoustic-to-electric (transmitter) and electric-to-acoustic (receiver) transducers, normally worn on the head of the user for close talking, which provides for the transmission of human speech.

(M)

**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.

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**HUB**

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

(M)

**Page 12.1 is hereby deleted in its entirety and removed from this Guidebook.**

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**B2. TERMS AND CONDITIONS**

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

The term "Instrumentality" as used in connection with private line service denotes a PBX, CALL DIRECTOR, key telephone set, wall set, hangup handset or other telephone set utilized to terminate one or more telephone lines.

**INTERFACE**

The term "Interface" denotes that point on the premises of the customer or authorized user at which Company-provided Private Line service terminates and at which connection of Company-provided Private Line service is made with communications systems or terminal equipment provided by the customer, authorized user or with other Company-provided service.

**INTERMEDIATE SERVING CENTRAL OFFICE**

The term "Intermediate Serving Central Office" refers to a central office from which a service point on a Private Line is served and through which the Private Line is routed.

**INTEROFFICE CHANNEL**

The term "Interoffice Channel" denotes that portion 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 two-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.

(T)

**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 CHANNEL**

The term "Local Channel" denotes that portion of a channel from the serving central office (serving wire center) to the designated customer premises.

**MOVE**

The term "Move" as used in connection with the application of move charges for Private Line service 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.

**MULTIPOINT SERVICE**

The term "Multipoint" denotes a service which provides communications capability between more than two Private Line station locations constituting a common dedicated communications system.

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**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 all times or at certain times the stations form a distinct operating group.

(M)

**NETWORK CONTROL SIGNALING**

(M)

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 other return tones) to control the operation of switching machines in the telecommunications systems.

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**Page 13.1 is hereby deleted in its entirety and removed from this Guidebook.**

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**B2. TERMS AND CONDITIONS**

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**B2.5 Definitions (Cont'd)****NETWORK CONTROL SIGNALLING UNIT**

The term "Network Control Signaling Unit" denotes the terminal equipment furnished, installed and maintained by the Company for the provision of network control signaling.

**NETWORK FOR PROGRAM TRANSMISSION CHANNELS**

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

**NETWORK INTERFACE**

Network Interface is a standard jack provided by the Company as a part of exchange access, WATS, or Private Line Services for the connection of customer terminal equipment and premises wiring to the Company network. The Network Interface will be located at the Demarcation Point.

**NETWORK SERVICE PROVIDER**

The term "Network Service Provider" denotes a provider, the premises of which may be a premises designated by the customer as a termination point for their point-to-point Private Line service, to which customers may connect to complete their end-to-end Private Line channel service communications.

**PORT**

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

**PREMISES**

The term "Premises" denotes the space occupied by a customer or authorized user when in a building or buildings on continuous property not separated by a public highway.

**PRIVATE BRANCH EXCHANGE**

The term "Private Branch Exchange" as used in connection with Private Line service denotes an arrangement of switching equipment and stations for intercommunicating among the stations, which stations may be connected to exchange and message toll telephone service.

**PRIVATE LINE CHANNEL SERVICE**

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

**PRIVATE LINE NETWORK**

A "Private Line Network" consists of 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.

**RINGING**

The term "Ringing" denotes an alternating or pulsating current intended to produce an audible or visible signal at a station or switchboard.

**SERVICE INSTALLATION GUARANTEE**

The term "Service Installation Guarantee" (SIG) 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.

**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. Where a Private Line service is routed at the request of the customer to an exchange in which a station of another customer is located for the purpose of connecting such other customer's service as provided in B2.6, such exchange is considered to be a service point for the purpose of this definition. Where a station is located outside an exchange area the location of the station or termination is considered to be an exchange for the purpose of this definition.

**SINGLE ENDED TERMINAL DEVICE**

The term "Single Ended Terminal Device" denotes a terminal device which terminates only one line or channel at a given time (e.g., headset).

**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 furnished by the Company at any location on a premises and connected for private service or,
2. Denotes a point on a premises at which a local channel is terminated where the service involves only channels furnished by the Company and the transmitting or receiving equipment, or combination transmitting and receiving equipment, is furnished by the customer or authorized user or,
3. Denotes a termination of a Private Line service in a Company office for foreign exchange (C.O.) service, or a multi-way Wideband Switching Arrangement.

The term "Station Location" denotes the location of stations as described in B2.5.1, 2 and 3.

4. The term "Station" as used in connection with private line services 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, where the service involves only channels, denotes a point on a premises at which a channel is terminated.

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

**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.

**B2. TERMS AND CONDITIONS**

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

The term "Switching Equipment" denotes equipment which performs the function of establishing and releasing connections between:

1. Two or more Company provided services, or
2. Company provided service or services and a communications system or systems provided by the customer or authorized user.

Such equipment shall operate to establish each such connection for the purpose of the transmission of communications, and shall operate to release the connection, or generate a supervisory signal for the manual release of the connection by an attendant, immediately following the conclusion of each call.

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

**TERMINATION**

The term "Termination" 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, except as otherwise specified in the General **Exchange Guidebook** of the Company.

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**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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**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.

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**WIRE CENTER SERVING AREA**

The term "Wire Center Serving Area" denotes, in most cases, that area of the exchange served by a single wire center. In certain highly concentrated exchanges where wire centers are in close proximity, more than one wire center may be included in the wire center serving area.

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**Page 16.1 is hereby deleted in its entirety and removed from this Guidebook.**

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**B2. TERMS AND CONDITIONS**

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**B2.6 Connections (Cont'd)****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 premises of the customer or authorized user to Private Line services furnished by the Company where such connections are made in accordance with the provisions of B2.1.4 and this *paragraph*, B2.6. (T)  
(M1)  
(T)(M1)
- 2. The term "telecommunications services" when used in this B2.6 denotes exchange service, Long Distance Message Telecommunications Service (LDMTS) and Wide Area Telecommunications Service (WATS). (M1)

**B. Responsibility of the Customer**

- 1. The customer or authorized user shall be responsible for the installation, operation and maintenance of any customer-provided terminal equipment or communications system. No combination of customer-provided terminal equipment or communications system shall require change in or alteration of the services of the Company, unless that change or alteration is specifically permitted under the provisions of **B2.6.I.1**, cause electrical hazards to Company personnel, damage to 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 a customer-provided 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. (T)
- 2. Where the customer or authorized user elects to provide his own data set(s) on a given Company-provided Private Line, it shall be the responsibility of the customer to ensure the continuing compatibility of such data set(s) with the Private Line service furnished by the Company.
- 3. The customer shall be responsible for the payment of a Trouble Determination Charge as provided in B2.6.12 for visits by a Company employee to the premises of the customer or authorized user when a service difficulty or trouble report results from the use of customer-provided terminal equipment or communications system.

**C. Responsibility of the Company**

- 1. Private Line services are not represented as adapted to the use of customer-provided 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
  - a. the through transmission of signals generated by the customer-provided terminal equipment or communications systems or for the quality of, or defects in, such transmission, or
  - b. the reception of signals by customer-provided terminal equipment or communications systems, or
  - c. address signaling where such signaling is performed by customer-provided signaling equipment
- 2. The Company will, at the request of the customer provide information concerning interface parameters, including the number of ringers which may be connected to a particular line, needed to permit customer-provided 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 customer's terminal equipment or communications system incompatible with the telecommunication network, or require modification or alteration of such customer-provided terminal equipment or communications systems, or otherwise materially affect its use or performance, the customer will be given adequate notice, as determined by the Company, in writing, to allow the customer or authorized user an opportunity to maintain uninterrupted service. (M2)

**B2. TERMS AND CONDITIONS**

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**B2.6 Connections (Cont'd)****B2.6.1 General Provisions (Cont'd)**

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

Private line services are not represented as adapted to the recording of two-way telephone conversations. However, customer-provided voice recording equipment may be used with a Private Line service which is connected to telecommunications services, in accordance with B2.6.3, subject to the following conditions or B2.6.2.

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1. A distinctive recorder tone that is repeated at intervals of approximately fifteen seconds is required when recording equipment is in use and is electrically connected with Private Line services of the Company, except that the distinctive recorder tone described is not required:
  - a. When used by a Federal Communications Commission licensed broadcast station customer for recording of two-way telephone conversations solely for broadcast over the air.
  - b. When used by the United States Secret Service of the Department of Treasury for recording of two-way telephone conversations which concern the safety and security of the person of the President of the United States, members of his immediate family, or the White House and its grounds.
  - c. When used by a broadcast network or by a cooperative programming effort composed exclusively of Federal Communications Commission broadcast licensees to record two-way telephone conversations solely for broadcast over the air by a licensed broadcast station.
  - d. When used for recording at United States Department of Defense Command Centers of emergency communications transmitted over the Department of Defense's private line system when connected to telecommunications services.
2. Customer-provided voice recording equipment may not be connected with Private Line services of the Company for the recording of two-way telephone conversations by means of an acoustic or inductive connection, except when used as specified in B2.6.1.D.1.a through d.
3. The customer-provided voice recording equipment shall be so arranged that at the will of the user it can be physically connected to and disconnected from the Private Line services of the Company or switched on and off.

**E. Recording of Incoming Messages Only**

Private Line services are not represented as adapted to the recording of incoming messages. Customer-provided voice recording equipment may be connected with Private Line service which is connected to telecommunications services in accordance with B2.6.2 or B2.6.3. When such connection is made, a recorder tone is not required.

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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. Violation Of *Terms and Conditions***

When any customer-provided terminal equipment or communications system is used with Private Line services in violation of any of the provisions in B2.6, the Company will take such immediate action as necessary for the protection of the telecommunications network and Company employees, and will promptly notify the customer of the violation. The customer shall take such steps as are necessary to discontinue such use of the terminal equipment or communications system or correct the violation and shall confirm in writing to the Company within ten 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 service until such time as there is compliance with the provisions of this *Guidebook*.

**G. Definitions****GRANDFATHERED COMMUNICATIONS SYSTEMS**

The term "Grandfathered Communications Systems" as used in this B2.6 denotes customer-provided communications systems (including their equipment, premises wiring and protective circuitry if any) connected at the customer's or authorized user's premises in accordance with any company's tariffs, and that are considered to be grandfathered under Part 68 of the Federal Communications Commission's rules and regulations because,

1. such systems were connected to the telecommunications network or the private line services specified in B2.6.2.D.1. prior to January 1, 1980 and were of a type system which was directly connected (i.e., without company-provided connecting arrangements) to the telecommunications network or the Private Line services specified in B2.6.2.D.1. as of June 1, 1978, or
2. such systems are connected to the Private Line services specified in B2.6.2.D.2 or 3 prior to May 1, 1983 and are of a type system which was directly connected (i.e., without company-provided connecting arrangements) to the Private Line services specified in B2.6.2.D.2 or 3 as of April 30, 1980.

**GRANDFATHERED CONNECTIONS OF COMMUNICATIONS SYSTEMS**

The term "Grandfathered Connections of Communications Systems" as used in this *paragraph*, B2.6. denotes connections via Company-provided connecting arrangements of customer-provided communications systems (including their equipment and premises wiring) at the customer's or authorized user's premises, in accordance with any telephone company's tariffs, and that are considered to be grandfathered under part 68 of the Federal Communications Commission's rules and regulations because

1. such connections to the telecommunications network or the Private Line services specified in B2.6.2.D.1 were made via Company-provided 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.D.1 as of June 1, 1978, or
2. such connections to the Private Line services specified in B2.6.2.D.2 or 3 are made via Company-provided 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.D.. or 2 as of April 30, 1980.

**GRANDFATHERED TERMINAL EQUIPMENT**

The term "Grandfathered Terminal Equipment" as used in this B2.6. denotes customer-provided terminal equipment (including protective circuitry if any) connected at the customer's or authorized user's premises in accordance with any telephone company's tariffs, and that is considered to be grandfathered under Part 68 of the Federal Communications Commission's Rules and Regulations because

1. such terminal equipment was connected to the telecommunications network or the Private Line services specified in B2.6.2.D.1 prior to July 1, 1979 and was of a type of terminal equipment which was directly connected (i.e., without Company-provided connecting arrangements) to the telecommunications network or the Private Line services specified in B2.6.2.D.1 as of October 17, 1977, or
2. such terminal equipment is connected to the Private Line services specified in B2.6.2.D.2 or 3 prior to May 1, 1983 and is of a type of terminal equipment which was directly connected (i.e., without Company-provided connecting arrangement) to the Private Line services specified in B2.6.2.D.2 or 3 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)****G. Definitions (Cont'd)**

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**GRANDFATHERED CONNECTIONS OF TERMINAL EQUIPMENT**

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The term "Grandfathered Connections of Terminal Equipment" as used in this *paragraph*, B2.6. denotes connections via Company-provided connecting arrangements of customer-provided terminal equipment connected at the customer's premises, in accordance with any telephone company's tariffs, and that are considered to be grandfathered under Part 68 of the Federal Communications Commission's rules and regulations because,

1. such connections to the telecommunications network or the Private Line services specified in B2.6.2.D.1 were made via Company-provided 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.D.1 as of October 17, 1977, or
2. such connections to the Private Line services specified in B2.6.2.D.2 or 3 are made via Company-provided 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.D.2 or 3 as of April 30, 1980.

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**REGISTERED**

The term "Registered" as used in this B2.6 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.

**EQUIPMENT-TO-EQUIPMENT CONNECTION**

The term "Equipment-to-Equipment Connection" as used in this B2.6 denotes the connection of equipment, which by itself is un-registerable for direct use with the telecommunications network, but is registerable or usable with host terminal equipment or communications systems which in turn may be registered in accordance with Part 68 of the Federal Communication Commission's Rules and Regulations for direct connection to the telecommunications network.

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**B2. TERMS AND CONDITIONS**

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**B2.6 Connections (Cont'd)****B2.6.1 General Provisions (Cont'd)****H. Interpositioning Of Customer-Provided Terminal Equipment And Communications Systems (Cont'd)**

- 1. Interpositioned customer premises equipment arrangements (i.e., arrangements of terminal equipment and communications systems) are those arrangements which require that Company-provided equipment gain access to the private line service through customer-provided equipment. (M1)
- 2. Customer-provided equipment may be interpositioned at the customer's premises either between the Company-provided equipment and the private line service or between items of Company-provided equipment on the private line service. Company-provided equipment will be furnished in an interpositioned configuration for use with private line services in accordance with the following:
  - a. Customer-provided equipment to be connected in an interpositioned configuration must meet the requirements of Part 68 of the Federal Communications Commission's Rules and Regulations.
  - b. The connections between equipment of the interpositioned configuration must conform to recognized standard interfaces such as those specified by the Electronics Industries Association (EIA) or authorized by Part 68 of the Federal Communications Commission's Rules and Regulations.
  - c. The interpositioning must occur at the same premises at which the associated private line service is terminated.
  - d. Any premises wiring which is provided by the customer must be provided in accordance with provisions of Part 68 of the Federal Communications Commission's Rules and Regulations.
  - e. The Company reserves the right to determine whether or not any individual interpositioned configuration is technically feasible and compatible with Company-provided services and equipment; however, if such a configuration is provided:
    - (1) The Company makes no representation as to the quality of transmission over an interpositioned configuration. Maintenance responsibility of the Company-provided equipment so connected is limited to assuring that the Company-provided equipment is functioning properly.
    - (2) When interpositioned connections are made, it shall be the responsibility of the customer to ensure the continuing compatibility of the customer-provided equipment with Company-provided services and equipment.

**I. Equipment-to-Equipment Connections**

- 1. Equipment-to-Equipment connections, as defined in B2.6.1.G, will only be permitted with Company-provided host terminal equipment and communications systems when: (T)

- a. The supplier of the added equipment insures compliance of the combined host and added equipment, including wiring, with Part 68 of the Federal Communications Commission's Rules and **Terms and Conditions** of this **Guidebook**.
- b. Connection of the added equipment to the host is made through a Company-provided interface which:
  - (1) Provides all points of connection between the added equipment and wiring internal to host equipment housings.
  - (2) Permits reasonable trouble isolation, as determined by the Company.
  - (3) Is otherwise acceptable to the Company for the specific connection to be accomplished.
- c. Such permission does not necessitate disclosure, by the Company, of information which is proprietary in nature.
- d. The customer subscribing to the host notifies the Company of the added equipment and the host terminal equipment or communications system to which such added equipment is to be connected, in advance of such connection, and agrees to notify the Company when such added equipment is permanently disconnected. (M2)

**B2. TERMS AND CONDITIONS**

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**B2.6 Connections (Cont'd)****B2.6.1 General Provisions (Cont'd)****I. Equipment-to-Equipment Connections (Cont'd)**

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2. The Company reserves the right to not allow, or to require disconnection of, an equipment-to-equipment connection to any Company-provided host terminal equipment or communications systems for reasons including, but not limited to:
  - a. Incompatibility of a specific equipment-to-equipment connection with the design and/or functioning of a specific host or impairment in the performance of a specific host following such connection.
  - b. Inability to accommodate an equipment-to-equipment connection without manufacturing or other modifications to the host which, in the opinion of the Company, are unwarranted.
3. Rates and charges for equipment-to-equipment connections to Company-provided host terminal equipment and communications systems will be based on the costs attributable to the specific connection and/or disconnection involved.
4. The customer subscribing to the host will be responsible for the payment of the Trouble Determination Charge as specified in B2.6.12 for visits by a Company employee to the customer's premises in response to a service difficulty or trouble report resulting from the addition of customer-provided equipment to Company-provided host terminal equipment or communications systems.

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**B2.6.2 Connections of Registered Equipment****A. Customer-Provided Registered Terminal Equipment, Registered Protective Circuitry and Registered Communications Systems**  
Customer-provided registered terminal equipment, registered protective circuitry and registered communications systems may be connected at the customer's or authorized user's premises to the private line services specified in B2.6.2.D, subject to B2.6.1 and this *paragraph*, B2.6.2.A and B

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1. All combinations of registered equipment and associated non-registered terminal equipment (including but not limited to wiring) shall be installed, operated and maintained so that the requirements of Part 68 of the Federal Communications Commission's Rules and Regulations are continually satisfied.  
The Company may discontinue service or impose other remedies as provided for in Part 68 of the Federal Communications Commission's Rules and Regulations for failure to comply with these provisions.
2. The customer shall notify the Company of each private line service to which registered equipment is to be connected in advance of such connection and shall notify the Company when such registered equipment is permanently disconnected. The customer shall provide the Company the Registered Number and Ringer Equivalence Number for the registered equipment and the Universal Service Order Code (USOC) of the standard jack required.

**B2. TERMS AND CONDITIONS**

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

3. The customer shall also provide the off-premises station port signaling capability of a PBX system.
4. The customer or authorized user shall not connect registered equipment to a Company private line service if:
  - a. the Ringer Equivalence of such equipment in combination with the total Ringer Equivalence of other equipment connected to the same private line service exceeds the allowable maximum of five or as otherwise determined by the Company, or
  - b. the ringer is not of a type designated by the Company as suitable for that particular line.
5. Unless a specific waiver has been granted by the Federal Communications Commission or except as otherwise provided in B2.6.2.A.6, all connections of registered equipment to services furnished by the Company shall be made through Company-provided standard jacks as found in Section A14 (Network Interfaces) of the General *Exchange Guidebook*; or, in the case of registered communications systems, through standard jacks wired in other than a standard manner, when such non-standard wiring of the jack is agreed to by the Company.
6. The requirement for the use of a standard jack as described in B2.6.2.A.5 is waived for registered equipment which is located in hazardous or inaccessible locations.

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**B. Premises Wiring Associated With Registered Communications Systems**

1. Premises Wiring is wiring which connects separately-housed equipment entities or system components to one another, or wiring which connects an equipment entity or system component with the telephone network interface, located at the customer's premises and not within an equipment housing.
  - a. Fully-Protected Premises Wiring is premises wiring which is:
    - (1) No greater than 25 feet in length (measured linearly from the point where it leaves equipment or connector housings) and registered as a component of and supplied to the user with the registered terminal equipment or protective circuitry with which it is to be used.
    - (2) A cord which complies with B2.6.2.B.1.a. (1), and which is extended once by a registered extension cord. Extension cords may not be used as a substitute for wiring which for safety reasons should be affixed to or embedded in a building's structure.
    - (3) Wiring located in an equipment room with restricted access, provided that this wiring remains exposed for inspection and is not concealed or embedded in the building's structure, and that it conforms to Part 68 of the Federal Communications Commission's Rules and Regulations.
    - (4) Electrically behind registered equipment, system components or protective circuitry which assure that electrical contact between the wiring and commercial power wiring or earth ground will not result in hazardous voltages or excessive longitudinal imbalance at the telephone network interface.
  - b. Protected Premises Wiring Requiring Acceptance Testing for Imbalance is premises wiring which is electrically behind registered equipment, system components or circuitry which assure that electrical contact between the wiring and commercial power wiring will not result in hazardous voltages at the telephone network interface.
  - c. Unprotected Premises Wiring is all other premises wiring.

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## B2. TERMS AND CONDITIONS

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

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

##### B. Premises Wiring Associated With Registered Communications Systems (Cont'd)

2. Customers who intend to connect premises wiring other than Fully-Protected Premises Wiring to private line service 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.
3. The Company may invoke extra-ordinary procedures specified in Part 68 of the Federal Communication Commission's Rules and Regulations where one or more of the following conditions are present:
  - a. Information provided in the supervisor's affidavit gives reason to believe that a violation of Part 68 of the Federal Communications Commission's Rules and Regulations is likely.
  - b. A failure has occurred during acceptance testing for imbalance.
  - c. Harm has occurred, and there is reason to believe that this harm was a result of wiring operations performed under Part 68 of the Federal Communications Commission's Rules and Regulations.

In addition, the Company may monitor or participate in acceptance testing for imbalance, or may inspect other than Fully-Protected Premises Wiring installations as set forth in Part 68 of the Federal Communications Commission's Rules and Regulations.

##### C. Connections Involving National Defense and Security

1. In certain cases Part 68 of the Federal Communications Commission's Rules and Regulations permit the connection of non-registered terminal equipment or communications systems to the private line services specified in B2.6.2.D, provided that:
  - a. The Secretary of Defense, the head of any other governmental department (having requisite Federal Communications Commission approval), or their authorized representative certifies in writing to the Company that:
    - (1) The connection is required in the interest of national defense and security;
    - (2) The equipment to be connected either complies with the technical requirements of Part 68 or will not cause harm to the private line services or Company employees; and
    - (3) The work is supervised by an installation supervisor who meets the qualifications stated in Part 68.

##### D. Private Line Services For Which Connections Of Registered Equipment Are Allowed

Customer-provided terminal equipment, protective circuitry, and communications systems that are registered may be connected to those private line services specified in B2.6.2.D.1, 2 or 3, subject to B2.6.1 and B2.6.2.A, B and C, and this **paragraph**, B2.6.2.D.

1. The connection may be made only at the customer's premises to Series 2000 private line channels that present a two wire or four wire loop signaling interface for such connection under the following conditions:
  - a. Customer-provided 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.
  - b. Customer-provided registered PBX Systems may be connected, as a trunk termination, to the station end of the private line services furnished in connection with off-premises stations.
  - c. Customer-provided registered terminal equipment, registered protective circuitry and registered key telephone systems may be connected to private line switching equipment.

A Type 2045 Channel may be utilized with customer-provided registered terminal equipment, registered protective circuitry and registered communications systems which are connected to the exchange telephone service associated with such channels.

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**B2. TERMS AND CONDITIONS**

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**B2.6 Connections (Cont'd)****B2.6.2 Connections of Registered Equipment (Cont'd)****D. Private Line Services For Which Connections Of Registered Equipment Are Allowed (Cont'd)**

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2. The connection of customer-provided registered terminal equipment and registered PBX systems may be made only at the customer's premises to a Series 2000 private line service that presents an interface for either two or four-wire transmission, with separate E and M signaling leads conventionally known as Type I (battery/ground) or Type II (contact closure type). Such E and 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.
3. The connection of customer-provided registered terminal equipment and registered PBX systems may be made only at the customer's premises to a Series 2000 private line channel furnished to provide indications of message registration of outgoing calls or automatic identification of outward dialing (AIOD) to such customer-provided equipment or systems.
  - a. 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.D.1 are subject to B2.6.3.A.1.a, b and c, and B2.6.3.C and D.
  - a. Grandfathered Terminal Equipment

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Grandfathered terminal equipment may remain directly connected and be moved and reconnected to the Private Line Services specified in B2.6.2.D.1 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:

- (1) the customer shall notify the Company when such grandfathered terminal equipment is to be connected and shall notify the Company when such grandfathered terminal equipment is to be permanently disconnected; such notification shall include a description of the equipment including the manufacturer's name, model number, and type of equipment;
- (2) all such connections are made through Company-provided standard jacks or are otherwise connected by the Company; and
- (3) all such connections shall comply with the minimum protection criteria set forth in B2.6.4.F.

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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)****1. (Cont'd)****b. Grandfathered Communications Systems**

Grandfathered communications systems may remain directly connected and be moved and reconnected to the private line services specified in B2.6.2.D.1 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:

- (1) The customer shall notify the Company when such communications systems are to be connected and shall notify the Company when such communications 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;
- (2) All such connections are made through Company-provided standard jacks or are otherwise connected by the Company;
- (3) All such connections shall comply with the minimum protection criteria set forth in B2.6.4.F;
- (4) Premises wiring shall conform to Part 68 of the Federal Communications Commission's Rules and Regulations;
- (5) No changes may be made to equipment so connected except by the manufacturer thereof, or a duly authorized agent of the manufacturer.
- (6) Additions to grandfathered communications systems may be made, without registration of any additional equipment involved if:
  - Equipment so added is being reconnected, i.e., was previously directly connected prior to January 1, 1980, in accordance with Company *service publications*; and
  - Such additions comply with the provisions of B2.6.3.A.1.b. (1) through (5).
- (7) Additions of registered equipment to grandfathered communications systems are subject to B2.6.2.

c. Customer-provided terminal equipment and customer-provided communications systems connected to the private line services specified in B2.6.2.D.1 via customer-provided grandfathered protective circuitry are subject to the provisions of a. and b.

2. Grandfathered terminal equipment and grandfathered communications systems, directly connected to the private line services specified in B2.6.2.D.2 and 3 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:
  - a. All such connections shall comply with the minimum protection criteria set forth in B2.6.4.F.
  - b. No changes may be made to equipment so connected except by the manufacturer thereof, or a duly authorized agent of the manufacturer.

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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)**

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.D.2 or 3, 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 Company-provided standard jacks, as provided in Section A14 (Network Interfaces) of the General *Exchange Guidebook*, or are otherwise connected by the Company;
  - c. all such connections shall comply with the minimum protection criteria set forth in B2.6.4.F.
  - 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 B2.6.3.A.2 and 3, may be made, subject to 3.a through e, 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.
5. Systems connected pursuant to B2.6.3.A.2 through 4 may remain connected and be moved and reconnected, in accordance with B2.6.3.A.3.a through e 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. Customer-provided terminal equipment and customer-provided communications systems connected to the private line services specified in B2.6.2.D.2 and 3 via customer-provided grandfathered protective circuitry are subject to the provisions of B2.6.3.A.2 through 5.

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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

1. Grandfathered connections of terminal equipment and grandfathered connections of communications systems to the private line services specified in B2.6.2.D.1 are subject to B2.6.3.B.1.a, b and c, and B2.6.3.C and D. (T)(M1)

## a. General

## (1) Basis of Connection

Grandfathered connections of terminal equipment and grandfathered connections of communications systems made in accordance with B2.6.3.B.1.b and c, respectively, 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 A15.1.3 of the General *Exchange Guidebook*. (T)

Until July 1, 1980, the Company will provide connecting arrangements in accordance with the provisions of A15.1.3 of the General *Exchange Guidebook* for installations of new customer-provided devices or system components connected at the customer's or authorized user's premises to terminal equipment or communications systems provided by the Company (that is, equipment-to-equipment connections). Equipment-to-equipment connections made prior to July 1, 1980, may remain connected and be moved and reconnected for the life of such devices or systems components (and may be modified only in accordance with Part 68 of the Federal Communications Commission's Rules and Regulations), or for the life of the Company-provided terminal equipment or communications system. Connecting arrangements used for reconnection of such customer-provided devices or system components will continue to be provided by the Company, subject to their availability, at the rates and charges specified in A15.1.3 of the General *Exchange Guidebook*. (T)

Customer-provided communications systems which are not subject to Part 68 of the Federal Communications Commission's Rules and Regulations may be connected in accordance with B2.6.4. Company-provided connecting arrangements are furnished for the connection of such systems at the rates and charges specified in A15.1.3 of the General *Exchange Guidebook*. (T)

Separate, identifiable and discrete protective circuitry (i.e., connecting arrangements) used for grandfathered connections of communications systems to private line services may be removed or replaced with apparatus of lesser protective function, provided that any equipment, and any premises wiring whose classification is changed thereby, conforms to Part 68 of the Federal Communications Commission's Rules and Regulations.

## (2) Network Control Signaling

Network control signaling shall be performed by equipment furnished, installed and maintained by the Company, except that

- customer provided tone-type address signaling is permissible through a Company-provided connecting arrangement. When the customer or authorized user has the capability to originate calls by means of such instruments and special central office facilities exist, the rates and charges for Touch-Tone Calling Service specified in Section A13 of the General *Exchange Guidebook* apply. (T)

Signaling functions may be performed by customer-provided Conforming Answering Devices specified in B2.6.3.D. (T)(M2)

**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)****1. (Cont'd)****b. Grandfathered Connections of Terminal Equipment****(1) Data Terminal Equipment**

Subject to the provisions of B2.6.3.B.1.a.(1), customer-provided data terminal equipment (including telephotograph equipment) may be connected at the customer's or authorized user's premises to the private line services specified in B2.6.2.D. (1) through a network control signaling unit and a data access arrangement provided by the Company in accordance with the following:

- The customer or authorized user shall furnish the equipment which performs the function of: conditioning the data signals generated by the customer-provided terminal equipment to signals suitable for transmission by means of Company services, and conditioning signals transmitted by means of Company services to data signals suitable for reception by customer-provided equipment.
- The customer-provided data terminal equipment must comply with the minimum protection criteria specified in B2.6.4.F.
- Where a data access arrangement is furnished in connection with customer-provided terminal equipment and such terminal equipment is used for both voice and data communications, the data access arrangement may be used to connect the customer-provided terminal equipment for voice communication.

**(2) Voice Terminal Equipment**

Subject to the provisions of B2.6.3.B.1.a.(1), customer-provided voice terminal equipment may be connected at the customer's or authorized user's premises to the private line services specified in B2.6.2.D.1, in accordance with the following:

- The connection shall be made through a network control signaling unit and a connecting arrangement furnished by the Company. In accordance with B2.6.3.C and D, a connecting arrangement is not required for the connection of Attested Equipment or Conforming Answering Devices.
- Where a data access arrangement is furnished in connection with customer-provided terminal equipment and such terminal equipment is used for both voice and data communication, the data access arrangement may be used to connect the customer-provided terminal equipment for voice communication.
- The customer-provided voice terminal equipment must comply with the minimum protection criteria specified in B2.6.4.F.

**c. Grandfathered Connections of Communications Systems**

Subject to the provisions of B2.6.3.B.1.a.(1), customer-provided communications systems may be connected at the customer's or authorized user's premises to the private line services specified in B2.6.2.D.1 in accordance with the following:

- The connection shall be through a network control signaling unit and connecting arrangement furnished by the Company
- The provisions relating to minimum protection criteria set forth in B2.6.4.F shall apply to the connection of customer-provided communications systems.

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**B2. TERMS AND CONDITIONS**

(T)

**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.D.2 and 3 are subject to the following:

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a. Until May 1, 1983, the Company will provide connecting arrangements for installations of new customer-provided terminal equipment or communications systems that are subject to Part 68 of the Federal Communications Commission's Rules and Regulations.

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However, after May 1, 1983, Company-provided 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.D.2 or 3 through connecting arrangements prior to May 1, 1983.

b. Grandfathered connections of terminal equipment and grandfathered connections of communications systems made in accordance with B2.6.3.B.2.a 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 A15.1.3 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 the Company-provided connecting arrangement.

d. The connections specified in B2.6.3.B.2.a through c must comply with the minimum protection criteria specified in B2.6.4.F.

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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)****C. Attested Equipment Connected Prior to July 1, 1980**

(T)

1. Until July 1, 1980, customer-provided headsets and non-powered conferencing equipment which meet the standards and procedures set forth by the Company in Technical References for Attested Equipment may be connected at the customer's or authorized user's premises to the private line services specified in B2.6.2.D, in accordance with B2.6.3.C.1.a through e. Such equipment may remain connected and be moved and reconnected in accordance therewith for the life of the equipment unless subsequently modified.
  - a. The connection shall be made through an interface termination (e.g., headset jack) provided by the Company.
  - b. The Identification Number issued by the Company to the manufacturer or supplier must appear on each unit of Attested Equipment utilized.
  - c. Customers must notify the Company of their intention to connect Attested Equipment. Such notification must include the Identification Number of the equipment and the location at which that equipment is to be used.
  - d. Attested Equipment may not:
    - (1) be connected to a source of electrical power which is external to the telecommunications network;
    - (2) be grounded;
    - (3) perform any network control signaling functions prior to and including the establishment of the intended transmission path;
    - (4) have amplification in the transmission path (other than single ended terminal devices with the maximum gain limited so that the output power meets the minimum protection criteria set forth in B2.6.4.F.); and
    - (5) use wiring external to such equipment that is permanently affixed at the site of the installation other than portable connections compatible with the interface termination as provided by the Company.
  - e. Attested Equipment must comply with the minimum protection criteria set forth in B2.6.4.F.

(T)

2. In the event Attested Equipment bearing an Identification Number does not meet the requirements set forth by the Company in its Technical References, the customer or authorized user, using such Attested Equipment shall either disconnect the equipment from the Company service or arrange for connection of the equipment in accordance with B2.6.2.

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**D. Conforming Answering Devices Connected Prior to July 1, 1979**

(T)

1. Customer-provided Conforming Answering Devices which meet the standards and procedures set forth by the Company in Technical References for Conforming Answering Devices and which were connected at the customer's or authorized user's premises to the private line services specified in B2.6.2.D prior to July 1, 1979, in accordance with B2.6.3.D.1.a through e may remain connected and be moved and reconnected in accordance therewith for the life of the equipment, unless subsequently modified.
  - a. Customers shall notify the Company of their intention to connect Conforming Answering Devices. Such notification shall include the location at which the Conforming Answering Device is to be used as well as its Conformance Number.
  - b. The Conforming Answering Device shall only be connected by means of a jack or jack arrangement provided by the Company.
  - c. The Conforming Answering Device shall be operated and maintained in accordance with those instructions furnished with such Conforming Answering Device as required by the Company's Technical Reference for Conforming Answering Devices.

**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)**

D. Conforming Answering Devices Connected Prior to July 1, 1979 (Cont'd)

1. (Cont'd)
  - d. Conforming Answering Devices may not:
    - (1) be used to transmit or receive data signals;
    - (2) be used to originate calls.
  - e. The conforming Answering Device shall comply with the minimum protection criteria set forth in B2.6.4.F.. (T)
  2. In the event that an answering device bearing a Conformance Number does not meet the requirements of the Company's Technical Reference for Conforming Answering Devices, the customer or authorized user using such answering device shall either disconnect the device from the Company's service or arrange the connection of the device in accordance with B2.6.2. (T)

**B2.6.4 Connections Of Customer-Provided Terminal Equipment & Communications Systems Not Subject To The Federal Communications Commission's Registration Program**

A. General

1. Connecting arrangements are not required and minimum protection criteria are not applicable where customer-provided 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.
  - Series 1000 Channels
  - Type 2463, 2464 and 2230
  - Series 6000 Channels
2. Except as otherwise provided in B2.6.2 and B2.6.3, customer-provided terminal equipment and communications systems may be electrically connected to private line services in accordance with this *paragraph*, B2.6.4.
  - a. When the customer-provided 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 customer-provided 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) Such connections shall be made through a connecting arrangement under provisions of B2.6.4 and as found in A15.1.3.of the General Exchange Guidebook, and (T)
    - (2) The connection shall be such that the functions of network control signaling (except customer-provided tone type address signaling through a Company-provided connecting arrangement) are performed by equipment furnished by the Company. (M)
  - c. Customer-provided terminal equipment or communications systems connected pursuant to B2.6.4.A.2.a or b must comply with the minimum protection criteria as specified in B2.6.4.F. (T)(M)

**B2. TERMS AND CONDITIONS**

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**B2.6 Connections (Cont'd)****B2.6.4 Connections Of Customer-Provided Terminal Equipment & Communications Systems Not Subject To The Federal Communications Commissions Registration Program (Cont'd)**

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**B. Data Terminal Equipment**

1. Customer-provided 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 B2.6.4.A.2.b.
  - a. The customer shall furnish the equipment which performs the functions of:
    - (1) Conditioning the data signals generated by the customer-provided terminal equipment to signals suitable for transmission by means of Company services, and
    - (2) Conditioning signals transmitted by means of Company services to data signals suitable for reception by customer-provided terminal equipment.
  - b. Where a data access arrangement is furnished in connection with customer-provided terminal equipment and such terminal equipment is used for both voice and data communication, the data access arrangement may be used to connect the customer-provided terminal equipment for voice communication.
2. (DELETED)
3. When customer-provided data terminal equipment is connected with facilities furnished for private line service and such facilities are not arranged for connection to a local or toll central office line, the connection of customer-provided equipment shall be made either to a data set or to the local facility furnished as part of the private line facilities.
4. The customer shall be responsible for ordering and specifying the type of channel, and the conditioning, for operation with data processing equipment provided by the customer or authorized user. The undertaking of the Company is to furnish the channels as ordered and specified by the customer.
5. When the connection of customer-provided data terminal equipment requires the use of data sets, the 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.

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**B2. TERMS AND CONDITIONS**

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**B2.6 Connections (Cont'd)****B2.6.4 Connections Of Customer-Provided Terminal Equipment & Communications Systems Not Subject To The Federal Communications Commission's Registration Program (Cont'd)****C. Voice Terminal Equipment**

1. Customer-provided 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 B2.6.4.A.2.b.
  - a. The connection shall be made through a network control signaling unit and a connecting arrangement furnished by the Company.
  - b. Where a data access arrangement is furnished in connection with customer-provided terminal equipment and such terminal equipment is used for both voice and data communication, the data access arrangement may be used to connect the customer-provided terminal equipment for voice communication.
2. Attested Equipment and Conforming Answering Devices may be used with private line services subject to the provisions of B2.6.3.C and D.

**D. Communications Systems**

1. Customer-provided communications systems may be connected (other than communications systems connected pursuant to B2.6.2 and B2.6.3) to private line service in accordance with this *paragraph*, 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 premises where the customer, has a regular and continuing requirement for the origination or termination of communications over the customer-provided communications system provided that:
  - a. The normal mode of operation of the customer-provided communications system 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 by the Company.
  - c. When the private line service is arranged as provided in B2.6.4.A.2.b, the connection shall be through a network control signaling unit and connecting arrangement furnished by the Company.
  - d. The connection shall be to channels of a Type number lower than 6000 furnished by the Company or to channels created therefrom in accordance with the provisions of B2.2.6.
2. (DELETED)

**B2. TERMS AND CONDITIONS**

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**B2.6 Connections (Cont'd)****B2.6.4 Connections Of Customer-Provided Terminal Equipment & Communications Systems Not Subject To The Federal Communications Commission's Registration Program (Cont'd)****D. Communications Systems (Cont'd)**

3. Customer-provided communications systems may be connected through connecting arrangements furnished by the Company with Type 10001 channels (entrance facilities) furnished for the purpose of extending the customer-provided 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 may be connected at such customer's or user's premises to other customer-provided communications systems in accordance with B2.6.4.D.1.a, b and c. (T)
4. (DELETED)
5. 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 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 6000 furnished by the Company or to channels created therefrom in accordance with the provisions of B2.2.6. (T)
  - e. The connection shall be made on the same basis as set forth for the customer in B2.6.4.A.2 and F. (T)
  - 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 Customer-Provided Terminal Equipment & Communications Systems Not Subject To The Federal Communications Commission's 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). (T)

**F. Minimum Protection Criteria for Electrical Connections**

1. 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 individually engineered, a single valued limit for all applications cannot be specified. Therefore, the power of the signal in the band above 300 Hertz which may be applied by the customer-provided 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.
2. To protect other services, it is necessary that the signal which is applied by the customer-provided equipment to the Company interface located on the customer's premises meet the following limits:
  - a. 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 B2.6.4.F.1.
  - b. The power in the band from 4,005 Hertz to 10,000 Hertz shall not exceed 16db below one milliwatt.
  - c. The power in the band from 10,000 Hertz to 25,000 Hertz shall not exceed 24db below one milliwatt.
  - d. The power in the band from 25,000 Hertz to 40,000 Hertz shall not exceed 36db below one milliwatt.
  - e. The power in the band above 40,000 Hertz shall not exceed 50db below one milliwatt.
3. Where there is connection to telecommunications services, 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 customer-provided equipment to the Company interface located on the customer's premises at no time have energy solely in the 2450 to 2750 Hertz band. If signal power is 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.
4. Where customer-provided equipment applies signals having components in the frequency spectrum below 300 Hertz, excluding ringing signals, the currents and voltages (including all harmonics and spurious signals) at the interface shall not exceed the limits indicated in B2.6.4.F.a through d:
  - a. The maximum rms (root-mean-square) value, including DC and AC components, of the current per conductor will be specified by the Company but in no case will the specified value exceed 0.35 ampere.
  - b. The magnitude of the peak of the conductor to ground voltage shall not exceed 70 volts.

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**B2. TERMS AND CONDITIONS**

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**B2.6 Connections (Cont'd)****B2.6.4 Connections Of Customer-Provided Terminal Equipment & Communications Systems Not Subject To The Federal Communications Commission's Registration Program (Cont'd)****F. Minimum Protection Criteria For Electrical Connections (Cont'd)**

4. (Cont'd)

- c. The conductor to conductor voltage shall be such that the conductor to ground voltage limit in b is not exceeded. If the signal source is not grounded, the voltage limit in b applies to the conductor-to-conductor voltage.
- d. The total weighted rms voltage within the band from 50 Hertz to 300 Hertz shall not exceed 100 volts. The total weighted rms voltage is the square root of the sum of the products of the weighting factors for the individual frequency components times the square of the rms voltage of the individual frequency components. The weighting factors are as indicated:

<b>For Frequencies Between</b>	<b>Weighting Factor</b>
50 Hertz and 100 Hertz	$f^2/10^4$
100 Hertz and 300 Hertz	$f^{3.3}/10^{6.6}$

Where f is the numerical value of the frequency, in Hertz, of the frequency component being weighted.

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

- a. Customer-provided 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. Customer-provided 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.

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

- (1) The normal mode of operation of the customer-provided 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 6000 furnished by the Company.
- c. (DELETED)

**B2. TERMS AND CONDITIONS**

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**B2.6 Connections (Cont'd)****B2.6.4 Connections Of Customer-Provided Terminal Equipment & Communications Systems Not Subject To The Federal Communications Commission's Registration Program (Cont'd)****G. Acoustic or Inductive Connections (Cont'd)****1. General (Cont'd)**

d. A communications system provided by an authorized user 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 authorized user provided 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 6000 furnished by the Company.
- (4) The connection shall be made on the same basis as set forth for the customer in B2.6.4.G.1.b.
- (5) All communications over the interconnected facilities shall be between the customer and authorized user and relate directly to the customer's business.

e. 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 performed 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 customer-provided 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 customer-provided 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 B2.6.4.G.2.a.
- (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.

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**B2. TERMS AND CONDITIONS**

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**B2.6 Connections (Cont'd)****B2.6.4 Connections Of Customer-Provided Terminal Equipment & Communications Systems Not Subject To The Federal Communications Commission's Registration Program (Cont'd)****G. Acoustic or Inductive Connections (Cont'd)**

2. Minimum Protection Criteria (Cont'd)
  - 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 customer-provided 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 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.

**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.

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**B2.6.6 Reserved For Future Use****B2.6.7 Connections of Certain Facilities of Power, Pipe Line and Railroad Companies****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, be connected with services furnished by the Company to the same customer or authorized user 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 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.

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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 (Cont'd)**

A. (Cont'd)

3. 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 telephone circuit of such companies as established in B2.6.7.A.2.b, c and d may be established at either end of such circuit, but shall not be established at both ends simultaneously.
5. Customer teletypewriter or Morse, telephotograph, data transmission, remote metering, supervisor 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 B2.6.7.A.6.a, b or c, including calls originated by employees of such companies only under the circumstances set forth in B2.6.7.A.2.a and b.
7. Private line service channels will be furnished by the Company between a terminal of customer facilities within or near a telephone exchange area or local service area and a location within such exchange or local service area for connection at such location with terminal equipment furnished by the Company; provided, however, that terminal equipment not normally furnished by the Company may be furnished by the customer.
8. Equipment provided by the customer on his circuits for the purpose of deriving telephone, teletypewriter or Morse, telephotograph, data transmission, remote metering, supervisory control or miscellaneous signaling channels may be used, if suitable for such use, to derive such channels over private line channels furnished by the Company as provided in B2.6.7.A.7.
9. Customer-provided terminal equipment and communications systems connected to the private line services specified in B2.6.2.D.1 in accordance with B2.6.7.A.1 through 8 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 customer-provided terminal equipment or communications systems subject to Part 68 of the Federal Communications Commission's Rules and Regulations connected to such private line services are subject to B2.6.2.
10. Effective May 1, 1983, new installations of, or additions to, customer-provided 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.D.2 or 3 in accordance with B2.6.7.A.1 through 8, are subject to B2.6.2 and B2.6.3.A.4.

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**B2. TERMS AND CONDITIONS**

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

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**B2.6.8 Connections of Certain Facilities of the U. S. Army, Navy, Air Force and National Aeronautics and Space Administration**

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A. Telephone 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, as provided in 1 and 2, where the Secretary of the appropriate Department or his authorized representative, or the Administrator of the National Aeronautics and Space Administration, or his 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. Telephone facilities of the aforesaid Department 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 or Morse, telephotograph, 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. Private line service channels will be furnished by the Company between a terminal of Department or Administration facilities within or near a telephone exchange area or local service area and a location within such exchange or local service area for connection at such location with terminal equipment furnished by the Company: provided however, that terminal equipment not normally furnished by the Company may be furnished by the Department.

4. Equipment provided on the Department or Administration facilities for the purpose of deriving telephone, teletypewriter or Morse, data transmission, remote metering, supervisory control or miscellaneous signaling channels may be used, if suitable for such use, to derive such channels over private line channels furnished by the Company as provided in B2.6.8.A.3.

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5. Customer-provided terminal equipment and communications systems connected to the private line services specified in B2.6.2.D.1, in accordance with 1 through 4 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 customer-provided terminal equipment or communications systems subject to Part 68 of the Federal Communications Commission's Rules and Regulations connected to such private line services are subject to B2.6.2.

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6. Effective May 1, 1983, new installations of or additions to customer-provided 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.D.2 or 3 in accordance with 1 through 4, are subject to B2.6.2 and B2.6.3.A.4.

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**B2. TERMS AND CONDITIONS**

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

A private line furnished by the Company or by the Company and its Other Participating Carriers may be connected to another private line furnished by the Company or by the Company and its Other Participating Carriers or to another service provided by the Company as specified in B2.6.9.A through G, and B2.6.10.

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, or
3. through Centrex Type Services Control Switching Equipment which serves the premises of the customer or authorized user.

All connections will be made through connecting arrangements, or channel switching arrangements, provided by the Company or through switching equipment provided by the customer or authorized user, except as otherwise provided in B2.6.9.B, C and F.

B. Private lines for program, video and television may be connected to the extent specified in B3.

C. Channels created by the customer or authorized user in accordance with the provisions of B2.2.6.B 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.
2. To a Type 10001 channel furnished by the Company, and to channels created therefrom as authorized in B2.2.6.B.
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*.

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D. A private line for voice communication utilizing a Series 2000 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 arrangements, to a local or toll central office line or WATS access line to form a through connection over the private and exchange lines where facilities 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.

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 subject to the provisions of B2.6.2.A and B2.6.3, and the rates, *Terms and Conditions* specified in the General *Exchange Guidebook*.

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E. A private line utilizing any of the Series 2000 channels or a type 10001 channel may be connected to a local or toll central office line or a WATS access line to form a through connection either

1. on the premises of the customer or authorized user, where such connection shall be made through switching equipment provided by the customer or the Company and shall be such that the function of network control signaling is performed by a network control signaling unit furnished, installed and maintained by the Company, or
2. through Centrex Type Services Control Switching Equipment which serves the premises of the customer or authorized user and is utilized for the origination and termination of communication.

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**B2. TERMS AND CONDITIONS**

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

F. Type 10001 channel may be connected to private line services on 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 provided that:

1. The normal mode of operation of the customer-provided 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 Type Services Control Switching Equipment.
2. The connection shall be made through switching equipment provided either by the customer, or authorized user or by the Company.
3. The connection shall be to channels of a Type number lower than 6000, to Series 10000 channels furnished by the Company or to channels created therefrom in accordance with the provisions of B2.2.6.B.

G. Series 10001, and Series 2000 channels may be connected at the customer's premises to a local or toll central office or a WATS access line through switching equipment provided by the customer or the Company. The connection shall be through a data access arrangement and shall be such that the function of network control signaling is performed by equipment furnished, installed and maintained by the Company.

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**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 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 B2.6.10.E through H, or,

3. As specified under B2.6.10.I through L when connections involve

- a. Series 7000 channels,
- b. the use of service as related to the coordination or exchange of electrical pooled power,
- c. channels of a Type number lower than 6000 when these are furnished for data transmission to one customer with connection to channels created by another customer, or
- d. teletypewriter private lines furnished to the U. S. Army, which may be connected to Associated Press and United Press International private lines for teletypewriter transmission, used in establishing an Emergency Action Notification System.

4. Connections as specified preceding will be provided only when the same types of channels (except when local or toll central office or WATS access lines as set forth in B2.6.10.F and H 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:
    - a. 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.
    - b. Sending and Receiving Service - for transmission of flight plans to and acknowledgment of such plans from the Government service to which connection is authorized.
- C. (DELETED)
- D. (DELETED)
- 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.

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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)**

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 are 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.

G. Private Lines for audio transmission may be connected as provided for Series 6000 channels in Section B3.

Private line services furnished by the Company for communications as provided in B2.2.1.B, may be connected with similar services provided by the Company.

H. Channels of a Type number lower than 6000 may be connected to channels created by another customer from a channel in accordance with B2.2.6.B, provided the customer whose channel is to be so connected is a joint user of the individual channel from which the channels have been created by the other customer.

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

A. Conditions for connections of other common carrier communications systems at the premises of the customer

Except as provided in B2.6.11.A.5 and 6, a communications system(analog not exceeding voice grade, or digital), provided by an Other Common Carrier, hereafter referred to as the OCC, 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 OCC-provided communications system provided that:

1. The normal mode of operation of the OCC-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 utilizes one of the following channel series:
  - a. Series 1000
  - b. Series 2000
  - c. Series 10001
3. Where the connection of an OCC-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 communications" provision in A, and the provision of 1 are not applicable.

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**B2. TERMS AND CONDITIONS**

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**B2.6 Connections (Cont'd)****B2.6.11 Connection of Service Furnished by the Company With Service of Other Common Carriers (Cont'd)****A. (Cont'd)**

- 5. When the connection is by means of switching equipment provided by the customer or authorized user, such switching equipment and the facilities provided by the OCC shall be treated as a customer-provided communications system and the *Terms and Conditions* applicable to the connection of customer-provided communications system as set forth in B2.6 shall apply (T)
- 6. When the connection is by means of a channel derivation device provided by the customer or authorized user, such channel derivation device and the facilities provided by the OCC shall be treated as a customer-provided communications system and the *Terms and Conditions* applicable to the connection of customer-provided communications systems as set forth in B2.6 shall apply with the exception of the "regular and continuing requirement for the origination or termination of communications" provision of B2.6.1, and the provision of B2.6.4.D.1.a and b, B2.6.4.D.2 and B2.6.4.D.2.a, b. and c. (T)
- 7. Where the connection of an OCC-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.
- 8. Where the customer of such OCC 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 business.
- 9. Connection 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.

**B. Conditions for Connections of Other Common Carrier Communications Systems at the Premises of the Company**

Communications systems (utilizing Central Office Connecting Facilities), not exceeding voice grade, provided by an OCC (excluding International Record Carriers) 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 Type Services Control Switching Equipment furnished in accordance with the Centrex Type Services *Guidebook*. (T)

**B2.6.12 Trouble Determination 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 user, or OC, 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 (M)

		First Half Hour Or Fraction Thereof	Each Additional Half Hour Or Fraction Thereof	USOC	
(a)	Basic Time normally scheduled hours	\$67.50	\$22.00	NA	(M)
(b)	Overtime, outside of normally scheduled working hours on a scheduled workday	74.00	28.50	NA	(M)
(c)	Premium Time, outside of scheduled work day	81.00	35.00	NA	(M)

**B2.6.13 Reserved For Future Use****B2.6.14 Reserved For Future Use****B2.6.15 OCC Service**

- A. All arrangements for service provided by an OCC 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 OCC. (M)

**B2.6.16 Connections of Facilities Furnished by the Customer Which Involve Hazardous or Inaccessible Locations**

- A. Facilities furnished by the customer which involve hazardous or inaccessible locations may be connected with private line services furnished by the Company. (M)

**Pages 46.1 and 47 are hereby deleted in their entirety and removed from this Guidebook.**

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**B2. TERMS AND CONDITIONS**

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**B2.7 Special Promotions**

(C)

**B2.7.1 Terms and Conditions**

A. The Company may offer approved special promotions of new or existing services or products. These promotions are a temporary waiver of certain recurring and/or nonrecurring charges. Promotions will be offered on a completely nondiscriminatory basis to all subscribers meeting the eligibility criteria for each promotion within the classification of service and area for which the promotion is offered. Each subscriber so meeting those criteria will have an equal opportunity for participation. Notification will include the time period in which the promotion is to be conducted as well as the terms and conditions.

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**B2.7.2 Reserved For Future Use****B2.8 Reserved For Future Use****B2.9 Reserved For Future Use****B2.10 Reserved For Future Use****B2.11 Trademarks and Service Marks Protection**

(C)

**B2.11.1 Use of Trademarks and Service Marks**

Trademarks and Service Marks owned by *AT&T* Intellectual Property Corporation 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 Marketing Corporation.

**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.

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**B2. TERMS AND CONDITIONS**

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**B2.14 Customer Agents (Cont'd)****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 applicable to the transaction or to the service or equipment to which the transaction pertains.

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**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. TERMS AND CONDITIONS

### B2.15 TDM to IP Transition

#### B2.15.1 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 Channels	B3.2.2
Wired Music Service – Series 6000	<b>B103.2.4</b>
SynchroNet Service	B7.2

Effective Date

Wire Center  
07/15/2020

Exchange

PIVLKYMA

Pineville

Other Information

Distribution Area 4203PA

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