

**B2. TERMS AND CONDITIONS**

(T)

## CONTENTS

<b>B2.1</b>	<b>Undertaking Of The Company</b>	1
B2.1.1	Scope	1
B2.1.2	Limitations	1
B2.1.3	Liability	1
B2.1.4	Provision Of Facilities	2
B2.1.5	Reserved For Future Use	3
B2.1.6	Work Performed Outside Regular Working Hours	3
B2.1.7	Obligation Of The Company To Furnish Service	3
B2.1.8	Provision Of Company-Provided Grandfathered Equipment	3
B2.1.9	Telecommunications Service Priority (TSP) System	3
B2.1.10	Deferment Of Start Of Services Or Channels	3
B2.1.11	Reserved For Future Use	4
B2.1.12	Reserved For Future Use	4
B2.1.13	Reserved For Future Use	4
B2.1.14	Reserved For Future Use	4
B2.1.15	(DELETED)	4
B2.1.16	Application Testing	4.0.1
<b>B2.2</b>	<b>Use</b>	4.1
B2.2.1	Users	4.1
B2.2.2	Unlawful Purpose	4.1
B2.2.3	Use By Others	5
B2.2.4	Reserved for Future Use	5
B2.2.5	For Different Types Of Transmission Simultaneously	5
B2.2.6	Additional Channels Created From A Channel	5
B2.2.7	Connections Involving Private Line Services	6
B2.2.8	High Voltage Protection Equipment	6
B2.2.9	Reserved for Future Use	6

**B2. TERMS AND CONDITIONS**

(T)

## CONTENTS

<b>B2.3 Obligations Of The Customer</b>	6
B2.3.1 Customer Responsibilities	6
B2.3.2 Reserved For Future Use	7
B2.3.3 Transfer Of Service	7
<b>B2.4 Payment Arrangements And Credit Allowances</b>	7.1
B2.4.1 Payment Of Charges And Deposits	7.1
B2.4.2 Cancellation For Cause	8
B2.4.3 Minimum And Fractional Rates And Charges	8
B2.4.4 Cancellation Of Application For Service	8.1
B2.4.5 Change In Service Arrangements	9
B2.4.6 Suspension Of Service	9
B2.4.7 Temporary Surrender Of A Private Line Service	9
B2.4.8 Allowance For Interruptions	9
B2.4.9 Optional Payment Plan	10
B2.4.10 Reserved For Future Use	10.5
B2.4.11 Reserved For Future Use	10.5
B2.4.12 Special Billing Arrangement For Municipally-Owned Computerized Traffic Light Control Systems	11
B2.4.13 Service Order Modification	12
B2.4.14 Cancellation of a Service Order	12.1
B2.4.15 Reserved for Future Use	12.3
B2.4.16 Reserved for Future Use	12.3
B2.4.17 Service Installation Guarantee	12.4
<b>B2.5 Definitions</b>	

**B2. TERMS AND CONDITIONS**

(T)

## CONTENTS

<b>B2.6 Connections</b>	18
B2.6.1 General Provisions	18
B2.6.2 Connections Of Registered Equipment	23
B2.6.3 Connections Of Grandfathered Terminal Equipment And Grandfathered Communications Systems	26
B2.6.4 Connections Of Customer-Provided Terminal Equipment and Communications Systems Not Subject To The Federal Communications Commissions Registration Program	33
B2.6.5 Channel Derivation Devices	40
B2.6.6 Reserved For Future Use	40
B2.6.7 Connections Of Certain Facilities Of Power, Pipe Line And Railroad Companies	40
B2.6.8 Connections Of Certain Facilities Of The U.S. Army, Navy, Air Force And NASA	42
B2.6.9 Connections Of Services Furnished By The Company To The Same Customer	43
B2.6.10 Connections Of Services Furnished By The Company To Different Customers	44
B2.6.11 Connections Of Service Furnished By The Company With Service Of Other Common Carriers	46
B2.6.12 Trouble Determination Charge	48
B2.6.13 Reserved For Future Use	48
B2.6.14 Reserved For Future Use	48
B2.6.15 OCC Service	48
B2.6.16 Connections Of Facilities Furnished By The Customer Which Involve Hazardous Or Inaccessible Locations	48
<b>B2.7 Special Promotions</b>	48.1
B2.7.1 <i>Terms and Conditions</i>	48.1
B2.7.2 Reserved for Future Use	48.1
<b>B2.8 Reserved For Future Use</b>	48.1
<b>B2.9 Reserved For Future Use</b>	48.1
<b>B2.10 Reserved For Future Use</b>	48.1
<b>B2.11 Trademarks and Servicemarks Protection</b>	48.1
B2.11.1 Use of Trademarks and Servicemarks	48.1
<b>B2.12 Reserved For Future Use</b>	48.1
<b>B2.13 Reserved For Future Use</b>	48.1

---

## B2. TERMS AND CONDITIONS

### CONTENTS

<b>B2.14 Customer Agents</b>	49
B2.14.1 General	49
B2.14.2 Responsibility of Agent	49
B2.14.3 Warranty and Liability of Agent	49
B2.14.4 Proof of Authority	49
<b>B2.15 <i>TDM to IP Transition</i></b>	<b>49.1</b>
<b>B2.16 Reserved for Future Use</b>	<b>49.1</b>
<b>B2.17 Reserved for Future Use</b>	<b>49.1</b>
<b>B2.18 Reserved for Future Use</b>	<b>49.1</b>
<b>B2.19 Resale of Service Provisions</b>	50
B2.19.1 General	50
B2.19.2 Unlawful Use of Service	50
B2.19.3 Interference and Impairment	50
B2.19.4 Ownership of Facilities and Theft	51
B2.19.5 Maintenance of Services	51
B2.19.6 Establishment of Service	51
B2.19.7 Deposits	52
B2.19.8 Payment and Billing Arrangements	52
B2.19.9 Billing Disputes	53
B2.19.10 Discontinuance of Service	53
B2.19.11 Liability	53
B2.19.12 Restrictions	54
B2.19.13 Resale Services	54
B2.19.14 Wholesale Discounts	55

## B2. TERMS AND CONDITIONS

(T)

### 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 companies.
- B. The Company does not undertake to transmit messages.

#### B2.1.2 Limitations

- A. (DELETED)
- B. 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.

(T)

#### 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 B2.1.3.B. through G. following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability 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 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. The Company shall be under no liability for the quality or defects in voice recordings where Company combined transmitting and recording equipment is utilized in making such recordings.

(T)

(T)

## B2. TERMS AND CONDITIONS

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

#### B2.1.3 Liability (Cont'd)

##### H. 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.

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

##### I. Transmission of Data

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

##### J. Errors or Damages Caused by System Date Limitations

The Company's liability for errors or damage resulting from the inability of the Company's systems to process unusual dates, such as the Year 2000, shall be limited to an amount equal to the proportional amount of the Company's billing for the period of service during which the errors or damages occur.

##### K. 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.

(M)

## 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 5. following, or as otherwise specified hereinafter. The equipment specified in this Guidebook will be provided only for use on channels provided by the Company. (T) (M1)
  - 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, except as specifically provided elsewhere in this Guidebook. (M1)
  - 2. Where the customer or authorized user provides his own communications system, or terminal equipment the customer or user, except as provided in B2.1.4.A.2.a. and B2.6 following, shall 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. (M1)
  - a. Where excess facilities are available, i.e., facilities beyond the identifiable needs of the Company's exchange plant requirements, the Company will provide on-premises channels to connect customer-provided equipment. No new Intra-system channels will be provided except where facilities already exist. (M1)
  - 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
    - a. the Company or (M1)
    - b. the customer or authorized user. Such equipment must operate at a line signaling speed not to exceed that specified for the channel facilities furnished. (M1)
  - 4. When a private line is used for data transmission which requires terminal equipment (data sets) as specified in B3.2.2 and B3.3.2 following, such data sets may be provided by the customer or authorized user and/or the Company at the option of the customer, 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. (M1)
  - 5. When a private line is used for transmission purposes other than voice and teletypewriter except as specified in B2.1.4.A.1., 2. and 3. preceding, it is contemplated that the customer or authorized user will provide the station equipment for such other purposes; however, at the request of the customer, the Company will provide teletypewriter station equipment subject to the provisions in B2.1.4.A.3. preceding for use in connection with services for data transmission, for remote metering, supervisory control and miscellaneous signaling purposes. (M1)
- B. The Company undertakes to maintain and repair the facilities which it furnishes. 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. (M2)
- C. The Service Installation Guarantee, as set forth in B2.4.17 following, is applicable to specified services offered in this Guidebook. The Service Installation Guarantee is applied on a per circuit basis for Private Line services. (M2)

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

MegaLink Channel Service	SynchroNet Service	(M2)
MegaLink ISDN Service <sup>1</sup>	Voice Grade Service (Series 2000)	(M2)
MegaLink Service		(M2)

Other services eligible for credit of nonrecurring charges under Service Installation Guarantee provisions are noted in their respective sections. (M2)

The following service(s)/service element are not eligible for such credit: (M2)

Custom Network Service	(M2)
FlexServ Service	(M2)

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

M1 Material appearing on this page previously appeared on page(s) 2 of this section.

M2 Material appearing on this page previously appeared on page(s) 3 of this section.

---

## B2. TERMS AND CONDITIONS

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

(M)

#### B2.1.5 Reserved For Future Use

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

The rates and charges specified 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 Obligation Of The Company To Furnish Service

- A. The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of these facilities required incident to the furnishing and maintenance of that service.
- B. The Company shall satisfy requests for telecommunications services except in the following situations:
  1. Where the Company, in its sole discretion, is unable to secure suitable rights to place and maintain facilities to provide the service; or
  2. Where an exchange has met the criteria for sunset pursuant to LPSC's General Order dated July 22, 2009 on Carrier Of Last Resort (COLR) in Docket No. R-30480 or in General Order dated December 31, 2013 in Docket No. R-31839. These exchanges are noted in Section A3.6.4 of the General Exchange Guidebook and/or General Subscriber Services Tariff; or
  3. Where otherwise noted in this Guidebook.

#### B2.1.8 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.

#### B2.1.9 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.

**Note 1:** MegaLink ISDN service obsoleted 9-13-96. (See Section B107.)

**B2. TERMS AND CONDITIONS**

(T)

**B2.1 Undertaking Of The Company (Cont'd)****B2.1.9 Telecommunications Service Priority (TSP) System (Cont'd)****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. preceding.
4. It is the responsibility of the TSP user to provide the TSP Authority Code to the Company with each service request.
5. When performing Priority Installation or Priority Restoration (repair) on TSP-designated services in compliance with the Rules and Regulations cited in B.1. preceding, the Company may not be in a position to notify the customer regarding additional labor charges if additional labor is required. The customer recognizes that quoting charges and obtaining permission to proceed with the installation or restoration of service may cause unnecessary delays and grants the Company the right to quote charges after the installation or restoration has been completed.

**C. Terms and Conditions**

(T)

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

## B2. TERMS AND CONDITIONS

(T)

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

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

##### 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.

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

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

###### **TSP Authorization Code**

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

##### E. TSP Rate Categories

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

## B2. TERMS AND CONDITIONS

(T)

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

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

##### F. Rates and Charges

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

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

(1) Per Circuit

	Nonrecurring Charge	Monthly Rate	USOC
(a) Prime vendor	\$84.00	\$-	P1APX
(b) Subcontractor	84.00	-	P1ASX
b. Priority Restoration (PR), per circuit			
(1) Level Implementation			
(a) Prime vendor	67.00	-	PR5PX
(b) Subcontractor	67.00	-	PR5SX
(2) Level Change			
(a) Prime vendor	67.00	-	PR8PX
(b) Subcontractor	67.00	-	PR8SX
(3) Maintenance/Administration			
(a) Prime vendor	-	3.75	PR9PX
(b) Subcontractor	-	3.75	PR9SX

#### 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 *guidebooks* will be deferred for one or more periods totaling not more than 18 months subject to the following *terms and conditions*:

(T)

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.

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

(T)

**B2. TERMS AND CONDITIONS**

(T)

**B2.1 Undertaking Of The Company (Cont'd)****B2.1.10 Deferment Of Start Of Services Or Channels (Cont'd)****B.** (Cont'd)

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 of 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 interoffice 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 B.2. preceding.

**B2.1.11 Reserved For Future Use****B2.1.12 Reserved For Future Use****B2.1.13 Reserved For Future Use****B2.1.14 Reserved For Future Use****B2.1.15 (DELETED)**

(D)

**B2. TERMS AND CONDITIONS**

(T)

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

(DELETED)

(D)

**B2.1.16 Application Testing**

The Company makes no warranties with respect to the performance of certain services for any and all possible customer applications which may utilize these services. The Company will provide a limited amount of such service(s) subject to the conditions specified in A. and B. following. Such service is to be utilized without charge in an initial<sup>1</sup> application test with a customer for no longer than sixty days from the date of installation. The purpose of an application test is to determine the appropriateness of that specific service(s) for that specific application prior to the customer placing a firm order for such service(s).

A. Additional *terms and conditions* for *guidebook* services that may be used in an application test are listed in the specific section for that service. Services to be provided in an application test are subject to the availability of facilities and equipment as determined by the Company. (T)

B. Services that are utilized in an application test with a customer may be provided without charge for an application test period of up to sixty days. Such service is provided at the discretion of the Company for the specific purpose of conducting an application test with a customer and is not intended to be utilized as a substitute for temporary service.

1. Upon completion of the application test where the customer determines that the performance of the services utilized are unacceptable for the application, the application test service will be removed without charge to the customer.
2. Upon completion of the application test where the customer determines that the performance of the services utilized are acceptable for the application and no changes to the test service configuration are required, the customer will be billed the appropriate nonrecurring charges for the test service and monthly billing will begin at that time.<sup>1</sup>
3. Upon completion of the application test where the customer determines that the performance of the services utilized are acceptable for the application, however, the test service configuration must be changed, the customer shall be responsible for both the appropriate nonrecurring charges for the application test service plus all appropriate charges for the rearrangement of the service. Monthly billing shall begin for the rearranged service.

**Note 1:** Generally, one application test per service, per customer.

**B2. TERMS AND CONDITIONS**

(T)

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

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

- 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 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 furnished 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. TERMS AND CONDITIONS**

(T)

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

- A. 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. preceding and B2.19 following. This provision does not prohibit an arrangement between the customer and the authorized users to share the cost of the private line service.
- B. Most services specified in this *Guidebook* are available for resale by certificated Competitive Local Exchange Carriers (CLECs) subject to the terms and conditions specified in B2.19 addressing resale. Arrangements not available for resale are listed in B2.19.

(T)

**B2.2.4 Reserved For Future Use****B2.2.5 For Different Types Of Transmission Simultaneously**

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

- A. When used for the remote operation of a mobile radiotelephone system, it may be used simultaneously for voice communication and to transmit more than one tone in sequence or simultaneously for control purposes.
- B. When used for television transmission, it may be used simultaneously for the transmission of video and audio signals.

**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 A. through C. following:

- A. Customers or authorized users, by use of their own equipment, and in accordance with the normal transmission characteristics of the private line, may create additional channels from channels furnished by the Company if the channels are furnished by the Company for, and if the channels thus created are used for
  1. remote operation of mobile systems, or
  2. remote metering, supervisory control and 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 A. preceding, by subdividing:
  1. A channel of a type number lower than 6000 or a Type 10001
- C. The use of equipment provided by customers or authorized users to create additional channels from channels furnished by the Company is subject to the *terms and conditions* contained in B2.6.1 and B2.6.2 following.

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

(T)

**B2. TERMS AND CONDITIONS**

(T)

**B2.2 Use (Cont'd)****B2.2.7 Connections Involving Private Line Services**

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

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

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

	Nonrecurring Charge	USOC
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 High Voltage Protection Equipment**

The *terms, conditions* and rates as specified in A114.4 of the General *Exchange Guidebook* apply.

(T)

**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.
- E. The provision of the power required to operate Company facilities installed on the premises of the customer or authorized users.
- F. The provision of space, supporting structures and on premises conduit, including any of these required for terminals of interexchange systems, for Company equipment located on the premises of the customer or authorized users when such equipment is provided for educational television systems.
- G. 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.

---

## B2. TERMS AND CONDITIONS

### B2.3 Obligations Of The Customer (Cont'd)

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

- H. 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,
- I. 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.
- J. 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 BellSouth ordered service. If the customer is aware that its premises are located where such hazardous voltages exist, the customer must notify BellSouth of this fact at the time its order for service is placed. BellSouth makes high voltage isolation equipment that complies with the Institute of Electrical and Electronics Engineers ("IEEE") Standards 487 and 1590 available to its customer under Special Assembly to meet location specific requirements.

The customer may elect to provide high voltage protection by means other than BellSouth Special Assembly and if customer so elects, the customer shall submit its proposed design and equipment specifications to BellSouth for BellSouth's approval prior to installation of BellSouth 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 BellSouth'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 BellSouth, 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.

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

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 BellSouth.

#### K. (DELETED)

(D)

#### B2.3.2 Reserved For Future Use

#### B2.3.3 Transfer Of Service

- A. At the Company's discretion, service previously furnished one subscriber may be assumed by a new subscriber if the new subscriber willingly assumes all existing financial responsibility for the account once such service has been cancelled or abandoned by the previous subscriber providing there is no lapse in the rendition of service. After the new subscriber assumes financial responsibility, all future bills will be rendered to the new subscriber.

Terms and conditions concerning transfer of service between subscribers as stated in other sections of this Guidebook also apply.

**B2. TERMS AND CONDITIONS**

(T)

**B2.4 Payment Arrangements And Credit Allowances****B2.4.1 Payment Of Charges And Deposits**

- A. 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.
- B. 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. In case of a cash deposit, interest at the rate of 6 percent per annum is paid for the period which the deposit is held by the Company.
- C. 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.

(T)

## B2. TERMS AND CONDITIONS

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

#### B2.4.1 Payment Of Charges And Deposits (Cont'd)

D. A *residence customer's account will be considered as delinquent if not paid in full within 20 days of the date the bill is rendered by the Company. In addition, a late payment charge of 5 percent applies to each subscriber's bill with a balance greater than \$5.00* (including amounts billed in accordance with the Company's Billing and Collection Services) when the previous month's bill has not been paid in full prior to the next billing date. The 5 percent charge is applied to the total unpaid amount carried forward less any penalty charges previously assessed and is included in the total amount due on the subscriber's current bill. (C)

A business customer's account will be considered as delinquent if not paid in full within 20 days of the date the bill is rendered by the Company. In addition, a late payment charge of 5 percent applies to each subscriber's bill (including amounts billed in accordance with the Company's Billing and Collection Services) when the previous month's bill has not been paid in full prior to the next billing date. The 5 percent charge is applied to the total unpaid amount carried forward less any penalty charges previously assessed and is included in the total amount due on the subscriber's current bill. (N)

E. An administrative charge will be applied by the Company for each time a check or bank draft is returned by a bank to the Company for the reason of insufficient funds.

1. Returned check/bank draft

Charge	USOC
\$20.00	NA

F. 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 of the total nonrecurring charges will be billed in the first monthly billing period after the charges are incurred, and 25 percent 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 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 D. preceding will apply.

G. Miscellaneous Fees Associated With Payments

1. Payment Convenience Fee for Payment Made Via Telephone Call

A fee may apply for each instance of payment of outstanding charges when authorized by the subscriber by telephone (whether such telephone call was initiated by the subscriber or by the Company) and when the method of payment would allow the payment to be immediately credited to the subscriber's account, such as payment via a credit card, an electronic check (eCheck), or any other discretionary type payment that may be accepted by the Company through such telephone contacts. This fee will not apply for payments taken directly by subscribers to authorized Company payment locations, payments mailed in, automatic funds transfers, payments through the Company Internet website ([www.att.com](http://www.att.com)), and other conventional methods of payments. The subscriber would be informed of any applicable charges prior to processing the subscriber's request.

a. Rates and Charges

(1) Per Telephone Request

	Rate	USOC
(a) Residence	\$5.00	NA
(b) Business	5.00	NA

(M)

## B2. TERMS AND CONDITIONS

### 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 Section B5. In determining the charge, each cancelled service is treated as discontinued as of the date on which it was to have been placed in service.
- D. Special construction of facilities for a customer is considered to have started when the Company incurs any expense in connection therewith or in preparation 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. preceding.

**B2. TERMS AND CONDITIONS**

(T)

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

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.

(T)

**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 following.

**B2.4.8 Allowance For Interruptions**

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 B2.4.8.B. through C. following, 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 thirty days. Long Distance Message Telecommunications 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.

(T)

## B2. TERMS AND CONDITIONS

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

#### B2.4.8 Allowance For Interruptions (Cont'd)

B. For service utilizing channels of Series 1000 *or* 2000, 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. When service utilizing Type 7003 or Type 7004 channels is interrupted for two hours or more, credit is allowed for the portion of the service affected in hourly multiples for each hour or major fraction thereof of interruption. The amount of credit is the proportionate part of the monthly charge, based on twenty-four hour daily service. The length of interruption shall be measured from the time the customer notifies the Company of the interruption.

E. 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.

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.

F. 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.

#### 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.

## 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)

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

- c. The CSPP is a payment plan which allows customers to pay fixed or variable rates for channel service equipment and facilities over optional contractual payment periods. A specific monthly rate applies for the duration of each period as follows, or as specified in this Guidebook.
  - (1) 12 month Term Payment Plan<sup>2</sup> - payment period may be selected from 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. (T)
  - (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. (T)
  - (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. (T)
- d. When the customer extends service beyond a ninety-six month service period, the eighty-four month Term Payment Plan (or the longest available service period) rates will apply.
- e. When the customer orders service to be provided under a CSPP arrangement, the customer must designate to the Company the payment plan and the service period desired, e.g. eighty-four month Term Payment Plan and ninety-six 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 twenty-four 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 SMARTRing service rate elements must be ordered as described in B7.7.

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

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

## B2. TERMS AND CONDITIONS

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

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

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

###### 3. Additions

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

###### 4. Disconnects

- a. When a service or rate element, included under a CSPP arrangement, is disconnected prior to expiration of the selected service period, termination liability charges apply as set forth in the rate conditions in this Guidebook for such service. Remaining services or rate elements will not be affected by such disconnections.
- b. When a guidebook 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 is twelve months, or twenty-five percent of the length of the originally selected CSPP service period, whichever is greater, and
  - the service period of the new CSPP arrangement for the higher order of service is a minimum twenty-four 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<sup>1</sup> service/Primary Rate ISDN<sup>2</sup>

(T)

LightGate service

BellSouth Wavelength Service

SMARTRing service

**Note 1:** MegaLink ISDN service obsoleted 9-13-96. (See Section B107.)

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

(T)

**Note 3:** BellSouth Channelized Trunks is located in Section A43. of the General Exchange Guidebook.

**B2. TERMS AND CONDITIONS**

(T)

**B2.4 Payment Arrangements And Credit Allowances (Cont'd)****B2.4.9 Optional Payment Plan (Cont'd)****A. Channel Services Payment Plan (Cont'd)**

5. Moves of Equipment
  - a. The appropriate nonrecurring charges for inside moves for items associated with channel services as specified in this and other Guidebooks are applicable. This type movement will not affect the contract period.
  - b. Customer requests for moves of service(s) under CSPP, other than inside moves, will be subject to the conditions stated in 12. following.
6. Requests for Changes in Length of Optional Payment Period<sup>1</sup>
  - a. Subsequent to the establishment of a contract with a CSPP period, and prior to the completion of that period, the existing payment period may be replaced by:
    - (1) A currently offered payment period at the current rates, with a length equal to or longer than the time remaining in the existing service agreement, subject to the following conditions:
      - No credit will be given for payments made during the formerly selected period.
      - The new payment period begins with the new CSPP effective date.
      - No termination charge applies for the remaining portion of the former payment period.
      - Nonrecurring charges will not be reapplied.
      - A service order charge will not apply.
    - (2) A currently offered payment period at the current rates, with a length shorter than the time remaining in the existing service agreement, subject to the following conditions:
      - No credit will be given for payments made during the formerly selected period.
      - The new payment period begins with the new CSPP effective date.
      - A termination charge applies for the remaining portion of the former 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>1</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 (2) *preceding*<sup>1</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.

In accordance with Senate Bill No. 802 (Act 906) passed during the 2010 Louisiana Legislative Session, all contracts entered into on or after January 1, 2011 shall disclose the automatic renewal clause clearly and conspicuously in the contract or contract offer.

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

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

**Note 1:** Monthly extension rates are available for Primary Rate ISDN service (see General Exchange Guidebook, Paragraph A42.3.2A.5.).

(N)

## B2. TERMS AND CONDITIONS

(T)

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

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

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

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

- 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>I</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 thirty-six month service period under the thirty-six month Term Payment Plan is renewed for twenty-four months with no changes at the end of the thirty-six -month period. The sum of months for the completed and proposed service periods would equal sixty months and would be billed under the sixty month Term Payment Plan. Another example is a Month-to-Month customer, in service for fifteen months, who wishes to convert to a sixty month CSPP arrangement with no changes. The combined service period of the Month-to-Month arrangement and the CSPP arrangement is equal to seventy-five months, which would be billed under the eighty-four 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.

(T)

###### 9. Deferred Payment

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

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

Nonrecurring Charges

Service Establishment

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

**B2. TERMS AND CONDITIONS**

(T)

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

- (2) The customer must select a payment period longer than one month.
- (3) The total amount of nonrecurring charges as defined in (1) preceding may be deferred.
- (4) The minimum amount deferrable per CSPP Contract is \$2,000.00
- (5) Interest on deferred amounts will be calculated at the rate set forth in the deferred payment agreement executed by the customer. The interest rate to be charged on deferred payments will be revised periodically by the Company. If, in the judgment of the Company, the maximum interest rate allowed by law is insufficient to cover the costs of providing the deferred payment option, the Company will suspend the availability of said option until such time as the costs of providing said option can be recovered through the application of a lawful interest rate. Suspension of the deferred payment option will not affect customers who have executed a deferred payment agreement prior to the effective date of such suspension.
- (6) The deferred charges (including interest) will be prorated on a monthly basis over the selected deferral period length.
- (7) All deferred charges must be paid in full when the customer:  
Selects a payment period with an expiration date prior to the expiration date of the deferral period.  
Disconnects service, for the system, prior to expiration of the selected deferral period.  
Fails to pay a monthly amount within thirty 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. preceding.
- (4) Customers who prematurely disconnect will have termination charges deducted from the prepaid amount and any balance credited to their bill.

**B2. TERMS AND CONDITIONS**

(T)

**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 *guidebooks*. 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

(T)

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.
- (2) The move from the original location to the new location must be completed within thirty days of the original premises disconnect date.
- (3) No lapse in billing will occur for moves of service under CSPP.
- (4) Orders to disconnect the existing service and reestablish it at the new location must be related.
- (5) Any local channels, interoffice channels, and/or optional features and functions from the original location that are not reestablished at the new location will be subject to applicable Termination Liability charges.
- (6) Any additions made at the new location will be treated as coterminous additions in accordance with 3. preceding.
- (7) All *terms, conditions* and charges for changes made to the service coincident to the move shall apply.
- (8) All appropriate nonrecurring charges for moves of service as specified in this *Guidebook* will apply.

(T)

(T)

---

**B2. TERMS AND CONDITIONS**

(T)

**B2.4 Payment Arrangements And Credit Allowances (Cont'd)****B2.4.9 Optional Payment Plan (Cont'd)**

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

## 12. Moves of Service(s) under CSPP (Cont'd)

## a. (Cont'd)

(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 *or guidebook* which is a minimum twenty-four month service period or equals/exceeds the remaining contract period, whichever is greater.

(T)

(10) Moves of LightGate Service are subject to the move provisions set forth in Section B7.

(T)

**B2.4.10 Reserved For Future Use****B2.4.11 Reserved For Future Use**

**B2. TERMS AND CONDITIONS**

(T)

**B2.4 Payment Arrangements And Credit Allowances (Cont'd)****B2.4.12 Special Billing Arrangement For Municipally-Owned Computerized Traffic Light Control Systems****A. General**

1. This prepayment plan is optional at the election of the municipal subscriber for private line channels used with computerized traffic light control systems.
2. The prepayment plan allows a substantial portion of the private line *guidebook* charges to be converted to and paid for in a lump sum amount. The remaining private line charges would be paid on a recurring amount basis.

**B. Service Charges**

1. Regular nonrecurring service charges apply to the channels under this plan as specified in other sections of this Private Line *Guidebook*.

**C. Rate Changes**

1. Billing for channels provided under this plan will be adjusted if the applicable monthly rates are increased or decreased. The total rate change will be reflected on the monthly bill by adjusting the recurring monthly amount.

**D. Discontinuance of Plan - Refunds**

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

**E. Minimum Contract Periods**

1. Minimum contract periods apply to services under this plan as specified in other sections of this Private Line *Guidebook*.

**F. Service Agreement Period**

1. The channel services billed for under this plan will be for a service period of ten years.

**G. Moves**

1. A subscriber moving a service covered by this plan to a different location will receive a refund on his unused service as discussed in B2.4.12.D.1.

**H. Expiration of Payment Plan**

1. The Company will inform the subscriber of pending expiration of the agreement period of services provided under this plan approximately 30 days before expiration.

**I. Rates**

1. The recurring charges for the private line service covered by this plan are separated into two parts, a portion to be converted to a one-time charge and a portion to represent the reduced recurring charge. The portion to be converted to a one-time charge shall be 68 percent of the recurring charge to which a present worth factor for the service agreement period is then applied. This establishes the one-time charge. The remaining amount of the recurring charge is the reduced monthly charge to be applied.

## B2. TERMS AND CONDITIONS

(T)

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

#### 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. following.
3. A new service date may be established that is prior to the original service date if the Company determines it can accommodate the customer's request without delaying service dates for orders of other customers. If the service date is changed to an earlier date, the customer will be notified by the Company that Expedited Order Charges as set forth in B. following apply. Such charges will apply in addition to the Service Date Change Charge.
4. A Service Date Change Charge will apply, on a per occurrence basis, for each service date changed. The applicable charge is:

(a) Per order	Charge	USOC
	\$26.00	OMC

##### B. Expedited Order Charge

1. If a customer desires that service be provided on an earlier date than that which has been established for the service order, the customer may request that service be provided on an expedited basis. If the Company agrees to provide the service on an expedited basis, an Expedited Order Charge will apply.
2. If the Company is subsequently unable to meet an agreed upon expedited service date, no Expedited Order Charge will apply unless the missed service date was caused by the customer.
3. The Expedited Order Charge is based on the extent to which the service order has been processed at the time the Company agrees to the service date improvement and is calculated as follows:
  - a. Based on the critical dates associated with the service order, as defined in B2.4.14.B.3.b. following, the Company will determine which critical date will be next completed on the order.
  - b. Using the table in B2.4.14.B.3.e. following and the critical date as determined preceding, the Company will determine the percent of the provisioning interval not yet completed, by subtracting the percent shown on the table from 100.
  - c. The Company will apply this percentage to the sum of all the nonrecurring charges associated with the order and divide this sum by the number of days remaining in the original service interval.
  - d. The per day charges so developed will then be applied on a per day of improvement basis, per order, but in no event shall the charge exceed fifty percent of the total nonrecurring charges associated with the service order.
4. When the request for expediting occurs subsequent to the issuance of the service order, a Service Date Change Charge as set forth in A. preceding also applies.

## B2. TERMS AND CONDITIONS

(T)

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

#### B2.4.13 Service Order Modification (Cont'd)

##### B. Expedited Order Charge (Cont'd)

5. The Expedited Order Charge applicable to non-design circuits will be equal to 50 percent of the total nonrecurring charges associated with the service order.

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

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

- The service order shall be cancelled and charges set forth in B. following will apply, or
- Billing for the service will commence.

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

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

## B2. TERMS AND CONDITIONS

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

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

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

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

- c. The percentage of the total provisioning cost incurred by the Company at a particular critical date varies by the type of service shown in e. following.
- d. When a customer cancels a service order, or part of a service order, before the service date, the Company will apply cancellation charges to the order. Cancellation charges are calculated by multiplying all the nonrecurring charges associated with the order, or that part of the order being cancelled, by the percentage shown in e. following for the critical date last completed on the order.
- e. Cancellation Charge Percentages

TYPE SERVICE/ CRITICAL DATES	AFTER: SID LAM		EIRD RID DVA			WOT FCD PTD DD		
	BEFORE: LAM EIRD		RID	DVA	WOT	FCD	PTD	DD
VOICE GRADE	5.0	9.0	11.0	16.0	27.0	35.0	50.0	82.0 100.0
METALLIC GRADE	6.0	11.0	14.0	18.0	30.0	40.0	53.0	83.0 100.0
(DELETED)								(D)
MEGALINK SERVICE	23.0	29.0	33.0	39.0	50.0	60.0	69.0	87.0 100.0
MEGALINK CHANNEL SERVICE	23.0	29.0	33.0	39.0	50.0	60.0	69.0	87.0 100.0
MEGALINK LIGHT SERVICE	23.0	29.0	33.0	39.0	50.0	60.0	69.0	87.0 100.0
MEGALINK PLUS SERVICE	23.0	29.0	33.0	39.0	50.0	60.0	69.0	87.0 100.0
LIGHTGATE SERVICE	23.0	29.0	33.0	39.0	50.0	60.0	69.0	87.0 100.0
SYNCHRONET SERVICE	7.0	11.0	14.0	19.0	31.0	39.0	52.0	82.0 100.0
SMARTRING SERVICE	23.0	29.0	33.0	39.0	50.0	60.0	69.0	87.0 100.0
PRIMARY RATE ISDN	23.0	29.0	33.0	39.0	50.0	60.0	69.0	87.0 100.0

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

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. TERMS AND CONDITIONS**

(T)

**B2.4 Payment Arrangements And Credit Allowances (Cont'd)****B2.4.15 Reserved For Future Use****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 B2.4.14.B preceding. The SIG is applicable only as specified in B. and C. following, and B2.1.4 preceding.

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 preceding 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 circumstances beyond the Company's control,
  - c. unavailability of the customer's facilities and/or equipment,
  - d. a shortage of facilities that requires message toll and exchange line services take precedence over Private Line services as set forth in B2.1.2 preceding,
2. to service requiring construction charges as set forth in Section B5. following.
3. to Specialized Service or Arrangements of Individual Case Basis filings,
4. for jointly provisioned services and,
5. to other telephone 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

(T)

## B2. TERMS AND CONDITIONS

### B2.5 Definitions

Certain terms used generally throughout the guidebooks for Private Line Services are defined following.

#### 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.

#### AUDIO TRANSMISSION

The term "Audio Transmission" denotes speech or music transmission by means of a Series 7000 channel.

(C)

#### 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.

#### (DELETED)

(D)

#### 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 cables of the Company can be safely run provided the plant facility requirements are not appreciably greater than would be required normally if all structures were under one roof. In those cases where there are several structures under separate roofs but connected by enclosed passageways and the plant facility requirements for furnishing service are appreciably greater than would be required normally if all the structures were under one roof, the term "same building" applies individually to each of the separate structures. Pipes and conduit are not considered enclosed passageways.

#### CENTRAL OFFICE

A switching unit providing telephone service to the subscribers connected thereto.

#### 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 service, Digital ESSX service, MultiServ service, MultiServ PLUS service, and BellSouth Centrex service.

#### 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.

**B2. TERMS AND CONDITIONS**

(T)

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

The term "Channel Terminal" denotes that portion of a private line service required to terminate the interoffice or interexchange transmission system.

**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.

**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**

Wherever used in this *Guidebook* or its headings, "Company" and "South Central Bell" refer to BellSouth (T) Telecommunications, Inc. unless the context clearly indicates otherwise.

**COMPETITIVE LOCAL EXCHANGE CARRIER (CLEC)**

The term "Competitive Local Exchange Carrier or CLEC" denotes a telecommunications service provider, other than the Company, authorized by the Louisiana Public Service Commission to provide local exchange service within the Company's operating area in Louisiana and as further defined in the Commission's General Order dated March 15, 1996, and any amendments thereto.

**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.

**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*. (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. and B2.2.1.F. (T)

**CUSTOMER OF RECORD**

The term "Customer of Record" denotes the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; and payment in full of charges incurred.

**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. (T)

**DEPOSIT**

The term "Deposit" denotes a deposit that is provided by a customer in the form of cash, surety bond, or bank letter of credit to be held by the Company to assure payment of an account.

## B2. TERMS AND CONDITIONS

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

#### (DELETED)

#### 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 or 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.

#### DIRECT ELECTRICAL CONNECTION

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

#### 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.

#### DUPLEX SERVICE

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

#### END USER

The term "End User" denotes the ultimate user of Company or CLEC private line services.

#### END USER CUSTOMER LOCATION

The term "End User Customer Location" denotes the physical location of the premises where an end user makes use of private line services.

## B2. TERMS AND CONDITIONS

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

#### (DELETED)

#### EXCHANGE

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

#### EXCHANGE AREA

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

#### EXTRA EXCHANGE LINE MILEAGE

"Extra Exchange Line Mileage" is the measurement upon which charges are based for that portion of a local channel extending beyond the base rate area but within the exchange area as determined by the Company or its connecting carriers.

#### 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.

#### 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.

#### HUB

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

#### (DELETED)

#### 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 or authorized user 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).

#### (DELETED)

#### INTRALATA

See Local Access and Transport Area (LATA)

#### JOINT USER

The term "Joint User" denotes a person, firm or corporation who is designated by the customer as a user of a private line service furnished to the customer and to whom a portion of the charge for the service will be billed under a joint user arrangement, as specified in B3.1.5. following.

---

**B2. TERMS AND CONDITIONS**

(T)

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

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

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

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

## B2. TERMS AND CONDITIONS

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

#### 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 (within a building), 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 SERVICES

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

#### NETWORK FOR AUDIO, TELEVISION AND TRANSMISSION CHANNELS

The term "Network" as used in connection with Series 7000 channels denotes the channel facilities connecting two or more stations of a customer when at all times or at certain times the stations form a distinct operating group.

(C)

#### NETWORK CONTROL SIGNALLING

The term "Network Control Signalling" denotes the transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charging signals), address signalling (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 system.

#### NETWORK CONTROL SIGNALING UNIT

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

#### 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 at 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 telephone network. The Network Interface will be located at the demarcation point.

#### 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.

**B2. TERMS AND CONDITIONS**

(T)

**B2.5 Definitions (Cont'd)****PRIVATE LINE CHANNEL SERVICE**

The term "Private Line Channel Service" denotes a channel which provides a path for intraLATA communication capabilities between two or more station locations or company offices and the service 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 switching arrangements.

**RESALE**

The term "Resale" denotes an activity wherein a Reseller subscribes to the telecommunications services of the Company and then offers those communications services to the public within their certified service area.

**RESALE SERVICE AREA**

The term "Resale Service Area" refers to Area, as defined in Louisiana Public Service Commission approved certificate of operation, within which a Reseller may offer resold private line service.

**RESALE SERVICE**

The term "Resale Service" denotes all retail telecommunications services available for resale from the Company's General *Exchange Guidebook* and Private Line *Guidebook*.

(T)

**RESELLER**

The term "Reseller" denotes a CLEC who has obtained certification from the Louisiana Public Service Commission and offers resold Company private line services within a resale service area.

**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 B2.6.3. following, such exchange is considered to be a service point for the purpose of this definition. Where a station is located in a zoned area which comprises contiguous localities, the zone will be considered an exchange, except that where a single city is zoned, the city will be considered an exchange 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.

**SERVING CENTRAL OFFICE**

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

**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.

**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 at any location on a premises and connected for private line 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 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. preceding.

## B2. TERMS AND CONDITIONS

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

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 7000 channels indicates central office amplifying equipment and services including special supervision which may be required when a station transmits program, television or video material to, or receives program, television or video material from, an interoffice channel. (C)

#### STUDIO

The term "Studio" as used in connection with Series 7000 channels indicates fixed premises of a broadcasting station in which program, television or video material regularly originates or is received for transmission to the broadcasting transmitter or to networks or to local distribution systems and at which location personnel of the broadcaster are present. The term "Studio" excludes all locations where the subject matter to be transmitted is not originated primarily for program, television or video transmission purposes. (C)

#### STUDIO-TO-TRANSMITTER CHANNEL

The term "Studio-to-Transmitter Channel" is the channel for audio, video or television transmission which directly connects a studio to a transmitter used for broadcasting to the area in which the studio is located.

#### TELECOMMUNICATIONS SERVICE PROVIDER (TSP)

The term "Telecommunications Service Provider or TSP" denotes any person or entity offering and/or providing telecommunications service for compensation or monetary gain.

#### 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.

---

**B2. TERMS AND CONDITIONS****B2.5 Definitions (Cont'd)****TELEVISION VIEWER**

The term "Television Viewer" as used in connection with Series 7000 channels denotes a type of equipment provided by a customer to receive signals from television or video transmission channels (at television or video transmission frequencies or at broadcasting frequencies) and to convert such signals to visual images.

**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 Company's General Exchange Guidebook.

**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.

**THROUGH TRANSMISSION**

The term "Through Transmission" as used with respect to Series 7000 channels denotes the transmission or retransmission by any means of connection or transfer whatsoever (physically, inductively, acoustically, photographically or otherwise), of all or part of a program from a station to one or more other stations during the period that the program is in process of transmission from the point of origin. (C)

**WIRE CENTER**

A wire center is a building where outside plant (cables and wires) located in a specific geographical area are terminated and where these facilities are cross-connected to other facilities utilized to provide local channels, interoffice channels and interexchange channels, a distant host switch as well as equipment used to terminate dedicated non-switched services.

**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.

**B2. TERMS AND CONDITIONS**

(T)

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

1. Terminal equipment and communications systems provided by the customer or authorized user may be connected at the 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 preceding and this B2.6.
2. The term "telecommunications services" when used in B2.6 denotes exchange service, Long Distance Message Telecommunications Service (LDMTS) and Wide Area Telecommunications Service (WATS).

**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 B2.6.1, 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.
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.

**B2. TERMS AND CONDITIONS**

(T)

**B2.6 Connections (Cont'd)****B2.6.1 General Provisions (Cont'd)****C. Responsibility Of The Company (Cont'd)**

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 telecommunications 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.

**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 following subject to the following conditions or B2.6.2.

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 D.1.a. through d. preceding.
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 in accordance with B2.6.2 or B2.6.3 following. When such connection is made, a recorder tone is not required.

**B2. TERMS AND CONDITIONS**

(T)

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

(T)

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 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 systems were connected to the telecommunications network or the private line services specified in B2.6.2.D.1. following 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. following 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. following 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. following as of April 30, 1980.

**GRANDFATHERED CONNECTIONS OF COMMUNICATIONS SYSTEMS**

The term "Grandfathered Connections of Communications Systems" as used in 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. following 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. following as of June 1, 1978, or
2. such connections to the private line services specified in B2.6.2.D.2. or 3. following 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.1. or 2. following as of April 30, 1980.

**GRANDFATHERED TERMINAL EQUIPMENT**

The term "Grandfathered Terminal Equipment" as used in 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

**B2. TERMS AND CONDITIONS**

(T)

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

1. such terminal equipment was connected to the telecommunications network or the private line services specified in B2.6.2.D.1. following 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. following 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. following prior to May 1, 1983 and is of a type of terminal equipment 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. following as of April 30, 1980.

**GRANDFATHERED CONNECTIONS OF TERMINAL EQUIPMENT**

The term "Grandfathered Connections of Terminal Equipment" as used in this *Guidebook* denotes connections via Company-provided connecting arrangements of customer-provided terminal equipment connected at the customer's premises, in accordance with any Company *guidebooks*, 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. following 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. following as of October 17, 1977, or
2. such connections to the private line services specified in B2.6.2.D.2. or 3. following are made via telephone 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. following as of April 30, 1980.

**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 unregisterable for direct use with the telecommunication 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 Communications Commission's Rules and Regulations for direct connection to the telecommunications network.

**H. Interpositioning Of Customer-Provided Terminal Equipment And Communications Systems**

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.

**B2. TERMS AND CONDITIONS**

(T)

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

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. preceding, 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 Regulations and provisions of the *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.

(T)

**B2. TERMS AND CONDITIONS**

(T)

**B2.6 Connections (Cont'd)****B2.6.1 General Provisions (Cont'd)****I. Equipment-to-Equipment Connections (Cont'd)****1. (Cont'd)**

- 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.
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.

(T)

**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 D. following, subject to B2.6.1 preceding and A. and B.

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 Registration 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**

(T)

**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 6. following, all connections of registered equipment to services furnished by the Company shall be made through 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 nonstandard wiring of the jack is agreed to by the Company.
6. The requirement for the use of a standard jack as described in 5. preceding is waived for registered equipment which is located in hazardous or inaccessible locations.

**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 (1) preceding 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.

**B2. TERMS AND CONDITIONS**

(T)

**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 D. following, 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 harms 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 D.1., 2., or 3. following subject to B2.6.1 and A., B., and C. preceding and 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.

**B2. TERMS AND CONDITIONS**

(T)

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

- 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.

- 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.**
- 4. 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. preceding are subject to B2.6.3.A.1.a., b. and c. and B2.6.3.C. and D. following.**

**a. Grandfathered Terminal Equipment**

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

**B2. TERMS AND CONDITIONS**

(T)

**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. preceding 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 following;
- (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 *guidebooks*; and
  - Such additions comply with the provisions of B2.6.3.A.1.b.(1), through (5) preceding.
- (7) Additions of registered equipment to grandfathered communications systems are subject to B2.6.2 preceding.

(T)

- c. Customer-provided terminal equipment and customer-provided communications systems connected to the private line services specified in B2.6.2.D.1. preceding via customer-provided grandfathered protective circuitry are subject to the provisions of B2.6.3.A.1.a. and b. preceding.
2. Grandfathered terminal equipment and grandfathered communications systems, directly connected to the private line services specified in B2.6.2.D.2. and 3. preceding on April 30, 1980, may remain connected for the life of the equipment without registration, and may be modified only in accordance with Part 68 of the Federal Communications Commission's Rules and Regulations, subject to the following:
  - a. All such connections shall comply with the minimum protection criteria set forth in B2.6.4.F. following.
  - b. No changes may be made to equipment so connected except by the manufacturer thereof, or a duly authorized agent of the manufacturer.

**B2. TERMS AND CONDITIONS**

(T)

**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. preceding, subject to the following:
  - a. the customer shall notify the Company when such equipment or systems are to be connected and shall notify the Company when such equipment or systems are to be permanently disconnected; such notification shall include a description of the equipment including the manufacturer's name, model number, and type of equipment;
  - b. all such connections are made through Company-provided standard jacks, as provided in Section A14. 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 C2.6.4.F. following.
  - 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. preceding, may be made, subject to B2.6.3.A.3.a. through e. preceding and to the following:
  - a. until May 1, 1983, where the equipment being added is of a type which has been grandfathered, and
  - b. after May 1, 1983, where the equipment being added is grandfathered.
  - c. additions of registered equipment is subject to B2.6.2. preceding.
5. Systems connected pursuant to B2.6.3.A.2. through 4. preceding may remain connected and be moved and reconnected, in accordance with B2.6.3.A.3.a. through e. preceding, for the life of the equipment and may be modified only in accordance with Part 68 of the Federal Communications Commission's Rules and Regulations.
6. Customer provided terminal equipment and customer provided communications systems connected to the private line services specified in B2.6.2.D.2. and 3. preceding via customer provided grandfathered protective circuitry are subject to the provisions of B2.6.3.A.2. through 5. preceding.

**B. Connections Through Connecting Arrangements Provided By The Company**

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

**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)****1. (Cont'd)****a. General****(1) Basis of Connection**

Grandfathered connections of terminal equipment and grandfathered connections of communications systems made in accordance with 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 customers 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 system 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 following. 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)

**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)****1. (Cont'd)****a. General (Cont'd)****(2) Network Control Signaling (Cont'd)**

signaling functions may be performed by customer-provided Conforming Answering Devices specified in D. following.

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

Subject to the provisions of B.1.a.(1) preceding, 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. preceding 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. following.
- 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 B.1.a.(1) preceding, 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. preceding 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 C. and D. following, 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. following.

**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)****1. (Cont'd)****c. Grandfathered Connections of Communications Systems**

Subject to the provisions of 1.a.(1). preceding, 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. preceding 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. following shall apply to the connection of customer-provided communications systems.

**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. preceding are subject to the following:****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.**

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. preceding through connecting arrangements prior to May 1, 1983.

**b. Grandfathered connections of terminal equipment and grandfathered connections of communications systems made in accordance with B.2.a. preceding may remain connected and be moved and reconnected for the life of the equipment and may be modified only in accordance with Part 68 of the Federal Communications Commission's Rules and Regulations. Connecting arrangements used for such moves and reconnections will continue to be provided by the Company subject to their availability, at the rates and charges specified in A15.1.3 of the General *Exchange Guidebook*.****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 a. through c. preceding must comply with the minimum protection criteria specified in B2.6.4.F. following.****C. Attested Equipment Connected Prior To July 1, 1980****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. preceding in accordance with a. through e. following. Such equipment may remain connected and be moved and reconnected in accordance therewith for the life of the equipment unless subsequently modified.**

(T)

**B2. TERMS AND CONDITIONS**

(T)

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

- 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. following); 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 terminations provided by the Company.

e. Attested Equipment must comply with the minimum protection criteria set forth in B2.6.4.F. following.

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 preceding.

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

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.1. preceding prior to July 1, 1979, in accordance with D.1.a. through e. following, 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

### 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. following.

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 preceding.

#### 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 Channels

**(DELETED)**

(D)

Series 7000 Channels

2. Except as otherwise provided in B2.6.2 and B2.6.3 preceding, customer-provided terminal equipment and communications systems may be electrically connected to private line services in accordance with this 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

**B2. TERMS AND CONDITIONS**

(T)

**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)****A. General (Cont'd)**

- 2. (Cont'd)
  - b. (Cont'd)

(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.

c. Customer-provided terminal equipment or communications systems connected pursuant to a. or b. preceding must comply with the minimum protection criteria as specified in F. following.

**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 A.2.b. preceding.

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 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. 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 or WATS access 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.

3. 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.

4. 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.

**B2. TERMS AND CONDITIONS**

(T)

**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)****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. preceding.
  - 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. preceding.

**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. preceding) to private line service in accordance with this B2.6.4.D.1. These communication systems (including channels derived from such systems), not exceeding voice grade, may be connected at the customer's 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. preceding, the connection shall be through a network control signaling unit and connecting arrangement furnished by the Company.
2. (DELETED)

**B2. TERMS AND CONDITIONS**

(T)

**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)****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 preceding may be connected at such customer's or user's premises to other customer-provided communications systems in accordance with 1.a., b., and c. preceding.
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 preceding.
  - e. The connection shall be made on the same basis as set forth for the customer in A.2. preceding and F. following.
  - f. All communications over the interconnected facilities shall be between the customer and authorized user and relate directly to the customer's business.

**B2. TERMS AND CONDITIONS**

(T)

**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)****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 A.2.b.(2) preceding.

**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 is 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 1. preceding.
  - 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 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 a. through d. following:
  - 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.

**B2. TERMS AND CONDITIONS**

(T)

**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)****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. preceding is not exceeded. If the signal source is not grounded, the voltage limit in b. preceding 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 in (1) following 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**

(T)

**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)****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 b. preceding.
  - (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 a. preceding.
  - (2) The power in the band from 4,005 Hertz to 10,000 Hertz shall not exceed 16db below one milliwatt.
  - (3) The power in the band from 10,000 Hertz to 25,000 Hertz shall not exceed 24db below one milliwatt.
  - (4) The power in the band from 25,000 Hertz to 40,000 Hertz shall not exceed 36db below one milliwatt.
  - (5) The power in the band above 40,000 Hertz shall not exceed 50db below one milliwatt.

**B2. TERMS AND CONDITIONS**

(T)

**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)****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 preceding.

**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. preceding, 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.

**B2. TERMS AND CONDITIONS**

(T)

**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 specified in B2.6.7.A. preceding may be established at either end of such circuit, but shall not be established at both ends simultaneously.
5. Customer teletypewriter, telephotograph, data transmission, remote metering, supervisory control or miscellaneous signaling facilities will be connected to private line service furnished by the Company for such purposes to the same customer.
6. Company-provided private line services, when connected with facilities of the customer, will not be used for communications of other than the customer, except that such services may be used for the communications of, and be connected with services furnished by the Company to, other companies which:
  - a. are operated with the customer as parts of an integrated electric power, oil, oil products or natural gas system or railroad system under direct or common ownership or control; or
  - b. own or operate an electric power or pipe line or railroad system jointly with the customer; or
  - c. own or operate electric power or pipe line or railroad facilities interconnected with those of the customer.Company-provided private line services when so connected may be connected to a local or toll central office line to form a through connection for communications of other companies specified in B2.6.7.A.6.a. b., or c. preceding, including calls originated by employees of such companies only under the circumstances set forth in B2.6.7.A.2.a. and b. preceding.
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 signalling 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. preceding.
9. Customer-provided terminal equipment and communications systems connected to the private line services specified in B2.6.2.D.1. preceding in accordance with B2.6.7.A.1. through 8 preceding prior to January 1, 1980 may remain connected and be moved and reconnected for the life of the equipment without registration unless subsequently modified. New installations of 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. preceding.

**B2. TERMS AND CONDITIONS**

(T)

**B2.6 Connections (Cont'd)****B2.6.7 Connections Of Certain Facilities Of Power, Pipe Line And Railroad Companies (Cont'd)****A. (Cont'd)**

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. preceding in accordance with 1. through 8. preceding, are subject to B2.6.2 and B2.6.3.A.4. preceding.

**B2.6.8 Connections Of Certain Facilities Of The U. S. Army, Navy, Air Force And NASA**

- A. Facilities of the U. S. Department of the Army, Navy or Air Force and of the National Aeronautics and Space Administration will be connected with services furnished by the Company, in lieu of the provisions of B2.6.3 and B2.6.4.D. preceding, as provided in 1. and 2. following, where the Secretary of the appropriate Department or his authorized representative, or the Administrator of the National Aeronautics and Space Administration, or 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 Type 2230 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, 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 or 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 signalling 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. preceding.
5. Customer-provided terminal equipment and communications systems connected to the private line services specified in B2.6.2.D.1. preceding in accordance with 1. through 4., preceding prior to January 1, 1980 may remain connected and be moved and reconnected for the life of the equipment without registration unless subsequently modified. New installations of 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 preceding.
6. Effective May 1, 1983, new installations of or additions to terminal equipment and communications systems subject to Part 68 of the Federal Communications Commission's Rules and Regulations, connected to the private line services specified in B2.6.2.D.2. or 3. preceding in accordance with 1. through 4. preceding, are subject to B2.6.2 and B2.6.3.A.4. preceding.

## B2. TERMS AND CONDITIONS

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

#### B2.6.9 Connections Of Services Furnished By The Company To The Same Customer

A private line furnished by the Company or by the Company and its Other 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 A. through H. and B2.6.10 following.

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 B., C., and F. following.

B. Private lines for program, video and television may be connected to the extent specified for Series 7000 channels in Section B3. following. (C)

C. Channels created by the customer or authorized user in accordance with the provisions of B2.2.6.B. preceding may be connected at the customer's or authorized user's premises:

1. To channels furnished by the Company and to channels created therefrom as authorized in B2.2.6.B. preceding.
2. To a Type 10001 channel furnished by the Company, and to channels created therefrom as authorized in B2.2.6.B. preceding.
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.

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 multipoint 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 preceding, and the rates, terms and conditions specified in the Company's General Exchange Guidebook.

E. Type 2432 channels may be connected to a local or toll central office line to form a through connection during test alerts and during periods of local or national emergency.

F. A private line utilizing any of the Series 2000 channels for CPE 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.

## B2. TERMS AND CONDITIONS

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

#### B2.6.9 Connections Of Services Furnished By The Company To The Same Customer (Cont'd)

G. Type 10001 channels 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. preceding.

H. Series 1000 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. (T)

#### B2.6.10 Connection Of Services Furnished By The Company To Different Customers

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

1. With a private line furnished to a branch or agency of the United States Government for the purposes specified under B2.6.10.B. through D. following, provided such connection is authorized by the branch or agency to whose service the connection is made and connections are made by means of connecting or switching arrangements furnished by the Company, or,
2. With a private line, local or toll central office line or WATS access line furnished to a different customer provided such connection is made at the premises of an authorized user as specified in G. through H. following, or,
3. As specified under I. through L. following 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. As specified in B. following when private line service is furnished to a state or local government agency and to a United States Government agency. Connections as specified in 1. through 3. 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 H. following are involved) are connected and the same forms of electrical communication are used over the connected channels.

**B2. TERMS AND CONDITIONS**

(T)

**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. Where the private line utilizes Series 2000 channels and is furnished to the Government for data transmission for the collection and dissemination of weather information and for the collection and dissemination of data relating to national defense, connection may be made for such purposes.
- D. Where the private line is furnished to the Government for voice transmission for the collection and dissemination of information relating (1) to air traffic control activities and similar information of public interest in connection with supervision of the flight of aircraft along civil airways or (2) directly to civil defense activities, connection may be made for such purposes.
- E. (DELETED)
- F. (DELETED)

## B2. TERMS AND CONDITIONS

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

#### B2.6.10 Connection Of Services Furnished By The Company To Different Customers (Cont'd)

G. A private line furnished to a customer may be connected to a "different" customer's private line if the "different" customer is an authorized user on the other customer's private line and provided that:

1. All communications over the interconnected private lines are between the customers and relate directly to their business.
2. Such connections be made through switching equipment.
3. Neither of the private lines is being furnished for foreign exchange service.

Such private lines shall include channels created by the customer in accordance with B2.2.6.B. preceding.

H. 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 functions 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. preceding.

I. Private Lines for audio, video or television transmission may be connected as provided for Series 7000 channels in Sections B3. and B103. (C)

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

K. Private lines for teletypewriter transmission furnished to the U. S. Army may be connected to private lines for teletypewriter transmission to the Associated Press and United Press International for the purpose of establishing an Emergency Action Notification System provided that said customers agree to such connection. Connections will be made by means of switching arrangements furnished by the Company.

L. Private line service furnished to a state or local government agency may be connected to private line channels arranged for use and ordered by a United States Government Agency for the use of the state or local government agency pursuant to the Intergovernmental Cooperation Act of 1968.

#### B2.6.11 Connection Of Service Furnished By The Company With Service Of Other Common Carriers

A. Conditions for connections of other Common Carriers Communications Systems at the premises of the customer.

Except as provided in 5. and 6. following, 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:

**B2. TERMS AND CONDITIONS**

(T)

**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)**

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 types:
  - a. Series 1000,
  - b. Series 2000, and
  - c. Type 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.
  - c. 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. preceding and the provision of 1. preceding are not applicable.
4. 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 systems as set forth in B2.6 shall apply (T)
5. 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 provisions of B2.6.4.D.1.a. and b. and B2.6.4.D.2. and B2.6.4.D.2.a., b. and c. (T)
6. 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.
7. 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.
8. 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.

## B2. TERMS AND CONDITIONS

(T)

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

#### B2.6.11 Connection Of Service Furnished By The Company With Service Of Other Common Carriers (Cont'd)

##### 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 other common carrier (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 provisions of the General *Exchange 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

		First Half Hour Or Fraction Thereof	Each Additional Half Hour Or Fraction Thereof	USOC
(a)	Basic Time normally scheduled hours	\$55.00	\$24.00	NA
(b)	Overtime, outside of normally scheduled working hours on a scheduled workday	56.00	28.50	NA
(c)	Premium Time, outside of scheduled work day	61.00	32.00	NA

#### 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.

#### 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.

---

**B2. TERMS AND CONDITIONS**

(T)

**B2.7 Special Promotions****B2.7.1 Terms and Conditions**

A. The Company may offer special promotions of new or existing services or products for limited periods. These promotions are a temporary discount, waiver or partial waiver of certain recurring and/or nonrecurring charges or a one-time credit to a subscriber's account. Subject to the availability of services and facilities, promotions are 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 that criteria will have an equal opportunity for participation.

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

Trademarks and Servicemarks owned by BellSouth 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.

(T)

**B2.12 Reserved For Future Use****B2.13 Reserved For Future Use**

## B2. TERMS AND CONDITIONS

### B2.14 Customer Agents

#### B2.14.1 General

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

#### B2.14.2 Responsibility of the Agent

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

#### 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.

(M)

## B2. TERMS AND CONDITIONS

## B2.15 TDM to IP Transition

## A2.18.1 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		B3.2.2
SynchroNet Service		B7.2
<u>Effective Date</u>		
<u>Wire Center</u>	<u>Exchange</u>	<u>Other Information</u>
08/06/2018		
DN SPLAM A	Denham Springs	Distribution Area 110602
04/30/2020		
NW ORLASC	New Orleans	Distribution Areas 410261 and 410262
11/15/2020		
CV TN LAM A	Covington	Distribution Areas 410503, 412002, 418602 and 419004
11/20/2020		
NW ORLAM A	New Orleans	Distribution Areas 240121, 240131, 240132, 240321, 240331, 240431, and 240531
06/01/2021		
TH BD LAM A	Thibodaux	Distribution Area 6312
		(N)
		(N)

## B2.16 Reserved for Future Use

## B2.17 Reserved for Future Use

## B2.18 Reserved for Future Use

## B2. TERMS AND CONDITIONS

(T)

### B2.19 Resale of Service Provisions

The following *terms and conditions* are applicable for the resale of services offered in this *Guidebook* by certificated Competitive Local Exchange Carriers (CLECs). (T)

#### B2.19.1 General

- A. Unless specific exceptions are made to the contrary elsewhere in this *Guidebook*, TSPs may resell those Private Line Services identified in this *Guidebook* subject to the same terms and conditions under which those services are available for sale to end users or other customers under the Company's *guidebooks* as well as pursuant to the terms and conditions specific to Resellers as set forth in this and other sections of this *Guidebook*. (T)
- B. The provision of such services by the Company as set forth in this *Guidebook* does not constitute a joint undertaking with the CLEC for the furnishing of any service. (T)
- C. The Reseller will be the customer of record for all resold services. Except as specified in B2.19.6.F., the Company will take orders from, bill and expect payment from the Reseller for all services. (T)
- D. The Reseller will be the Company's single point of contact for all resold services provided in connection with the resale of private line services. (T)
- E. The Company will continue to bill the end user for any services that the end user specifies it wishes to receive directly from the Company. However, the Company will not bill the end user for any services it receives from a CLEC (e.g., toll charges, etc.). (T)
- F. The Company maintains the right to serve directly any end user within an identified resale service area. The Company will continue to directly market its own products and services and in doing so may establish independent relationships with end users of CLECs. (T)
- G. A CLEC must not interfere with the right of any person or entity to obtain service directly from the Company. (T)
- H. The Company may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to all Resellers for a charge not less than the Company's cost. (T)
- I. The Company will also bill unauthorized change charges as specified in B2.19.6.G as appropriate. (T)
- J. The Company will provide the standard service interval of any class of service upon request by the Reseller. Also, all classes of service will be provided in a nondiscriminatory manner. (T)

#### B2.19.2 Unlawful Use of Service

- A. Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- B. Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- C. The Company can refuse service when it has grounds to believe that service will be in violation of the law.
- D. The Company accepts no responsibility to any person for any unlawful act committed by a Reseller as part of providing service to the Reseller's customers. The Reseller accepts no responsibility to any person for any unlawful act committed by the Company as part of providing service to the Reseller's customer.
- E. The Company will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with the Company's customers. Law enforcement agency subpoenas and court orders for assistance for customers that are not the Company's end users will be directed to the Reseller. If the Company receives a request from a law enforcement agency that requires action by the Company, the Company will respond to the request. The Company will forward a copy of the request to the Reseller within a reasonable time. The Company will attempt to notify the Reseller regarding any request from a law enforcement agency affecting the Reseller's customer prior to taking any action that will result in costs being incurred by the Reseller, unless such prior notification is prohibited by law. The Company will bill the Reseller for implementing any requests by law enforcement agencies on the Resellers' end users.

#### B2.19.3 Interference and Impairment

- A. The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company shall not:
  1. Interfere with or impair service over any facilities of the Company, its affiliates, or its connecting and concurring carriers involved in its service;
  2. Cause damage to their facilities and equipment;
  3. Impair the privacy of any communications; or
  4. Create hazards to any employees or the public.

## B2. TERMS AND CONDITIONS

(T)

### B2.19 Resale of Service Provisions (Cont'd)

#### B2.19.4 Ownership of Facilities and Theft

Facilities and/or equipment utilized by the Company to provide service remain the property of the Company.

#### B2.19.5 Maintenance of Services

- A. Services resold under this *Guidebook* and facilities and equipment provided by the Company shall be maintained by the Company and subject to B2.3.1. (T)
- B. The Reseller or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.
- C. The Reseller accepts responsibility to notify the Company of situations that arise that may result in a service problem.
- D. The Reseller will be the Company's single point of contact for all repair calls on behalf of the Reseller's end users. The Reseller will be responsible for retagging all special service circuits with their repair contact information.
- E. Resellers will contact the appropriate repair centers in accordance with procedures established by the Company.
- F. For all repair requests, the Reseller accepts responsibility for adhering to the Company's prescreening guidelines prior to referring the trouble to the Company.
- G. The Company will bill the Reseller for handling end user troubles that are found not to be in the Company's network in the same manner the Company would bill their own end user.
- H. The Company reserves the right to contact the Reseller's customers, if deemed necessary, for maintenance purposes. No disparaging comments regarding the Resellers products and services will be made, and no marketing of any type will occur during these contacts.

#### B2.19.6 Establishment of Service

- A. After receiving certification as a CLEC from the Louisiana Public Service Commission, the Reseller will provide the appropriate Company service center the necessary documentation to enable the Company to establish a master account for that Reseller. Such documentation shall include the application for Master Account, proof of authority to provide private line services, an Operating Company Number (OCN) assigned by The National Exchange Carrier Association (NECA), a blanket letter of authorization, and a tax exemption certificate, if applicable. When necessary deposit requirements are met, the Company will begin taking orders for the resale of service.
- B. Service orders will be in a standard format designated by the Company.
- C. When notification is received from a Reseller that a current Company customer will subscribe to the Reseller's service, standard service order intervals for the appropriate class of service will apply.
- D. When an existing customer of the Company switches to a Reseller, the Company will issue a final bill to the end user that may include any termination liability applicable to the disconnected service only in the following noted circumstance. The Company will refund the end user's deposit if appropriate. Termination liability is applicable to the end user only where the Company has invested in facilities requested by the end user which are not readily transferable to subsequent end users. The Company may also provide written notification to the end user that the end user's local service is being transferred to another local service provider. Both the final bill and the notification letter will provide a contact number that the end user can call if there are questions.
- E. The Company will not require end user confirmation prior to establishing service for a Reseller's end user customer. The Reseller must, however, be able to demonstrate end user authorization upon request, within a reasonable time after receiving such a request, after the service has been established, and only in the event that end user authorization is in dispute.
- F. The Reseller will be the single point of contact with the Company for all subsequent ordering activity resulting in additions or changes to resold private line services except that the Company will accept a request directly from the end user for conversion of the end user's service from the Reseller to the Company or will accept a request from another Reseller for conversion of the end user's service from the first Reseller to the second Reseller. The Company will notify the Reseller(s) that such a request has been processed.

## B2. TERMS AND CONDITIONS

(T)

### B2.19 Resale of Service Provisions (Cont'd)

#### B2.19.6 Establishment of Service (Cont'd)

G. If an unauthorized change in service provider has occurred, the Company will reestablish service with the appropriate local service provider. Appropriate service specific nonrecurring charges, as set forth in other sections of this *Guidebook*, will also be assessed to the Reseller initiating the unauthorized change. The end user's current local service provider will be timely notified of the requested change.

(T)

#### B2.19.7 Deposits

In order to safeguard its interest, the Company reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established. Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to the Company. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

If a security deposit is required, such security deposit shall be made prior to the inauguration of service. Such security deposit may not exceed two months' estimated billing or any Commission established deposit limitations.

The fact that a security deposit has been made in no way relieves Reseller from complying with the Company's *terms and conditions* as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company. The Company reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit. In the event that Reseller defaults on an account, service to Reseller will be terminated and any security deposits held will be applied to its account. In the case of a cash deposit, interest at a rate as set forth in Section B2.4.1. shall be paid to Reseller during the continuance of the security deposit. Interest on a security deposit shall accrue annually and, if requested, shall be annually credited to Reseller by the accrual date.

(T)

#### B2.19.8 Payment and Billing Arrangements

A. When the initial service is ordered by a Reseller, the Company will establish master account(s) for that Reseller.

B. The Company shall bill the customer of record on a current basis all applicable charges and credits.

C. Payment of all charges will be the responsibility of the Reseller. The Reseller shall make payment to the Company for all services billed. The Company is not responsible for payments not received by the Reseller from the Reseller's customer. The Company will not become involved in billing disputes that may arise between a Reseller and its customer. Payments made to the Company as payment on account will be credited to an accounts receivable master account and not to an end user's account.

D. The Company will render bills each month on established bill days for each of the Reseller's accounts.

E. The Company will bill the Reseller charges for all services to be provided during the ensuing billing period in advance. All charges will be calculated at the individual end user level.

F. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by the Company.

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

If payment is not received by the payment due date, a late payment penalty, as set forth in H. following, shall apply.

G. Upon proof of tax exempt certification from the Reseller, the total amount billed to the Reseller will not include any taxes due from the end user. The Reseller will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.

H. If any portion of the payment is received by the Company after the payment due date as set forth preceding, or if any portion of the payment is received by the Company in funds that are not immediately available to the Company, then a late payment penalty shall be due to the Company. Penalty shall be due to the Company as set forth in B2.4.1.

I. The Company will not perform billing and collection services for a Reseller.

(T)

## B2. TERMS AND CONDITIONS

(T)

### B2.19 Resale of Service Provisions (Cont'd)

#### B2.19.9 Billing Disputes

- A. In general, the Company will not become involved in disputes between the Reseller and the Reseller's end user customers over resold services.
- B. If a dispute does arise that cannot be settled without the involvement of the Company, the Reseller shall contact the designated Service Center for resolution. The Company will make every effort to assist in the resolution of the dispute and will work with the Reseller to resolve the matter in as timely a manner as possible. The Reseller may be required to submit documentation to substantiate the claim.
- C. The Reseller is responsible for payment of all appropriate charges for services and equipment. If objection in writing is not received by the Company within twenty-nine days after the bill is rendered, the account shall be deemed correct and binding upon the Reseller.

#### B2.19.10 Discontinuance of Service

- A. Discontinuance of Service to an End User
  - 1. At the request of the Reseller, the Company will disconnect a Reseller's end user customer.
  - 2. All requests by a Reseller for disconnection of service to an end user must be done in writing.
  - 3. The Reseller will be solely responsible for notifying the end user of the proposed disconnection of service.
- B. Discontinuance of Service to a Reseller
  - 1. The Company reserves the right to terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by the Reseller of the **terms and conditions** of this *Guidebook*.
  - 2. If payment of account is not received by the bill day in the month after the original bill day, the Company may provide written notice to the Reseller that additional applications for service will be refused and that any pending orders for service will not be completed if payment of all billed charges is not received by the fifteenth day following the date of the notice. If the Company does not refuse additional applications for service on the date specified in the notice, and the Reseller's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service without further notice.
  - 3. If payment of account is not received, or arrangements made, by the bill day in the second consecutive month, the account will be considered in default and will be subject to disconnection.
  - 4. If the Reseller fails to comply with the provisions of this *Guidebook*, including any payments of account not received by the bill date in the month after the original bill date, the Company may, on thirty days written notice to the person designated by the Reseller to receive notices of noncompliance, discontinue the provision of existing services to the Reseller at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the thirty days notice, and the Reseller's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to the Reseller without further notice.
  - 5. If payment is not received or arrangements made for payment by the date given in the written notification, the Reseller's services will be discontinued. Upon discontinuance of service on a Reseller's account, service to the Reseller's end users will be disconnected. The Company will also reestablish service at the request of the end user or another Reseller upon payment of the appropriate connection fee and subject to the Company's normal application procedures.

#### B2.19.11 Liability

- A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, preemptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Reseller, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to the Reseller for the period of service during which such mistake, omission, interruption, preemption, delay, error or defect in transmission or defect or failure in facilities occurs. The Company shall not be liable for damage to property arising out of mistakes, omission, interruptions, preemptions, delays, errors or defects in transmission, from voltages or currents transmitted over the service of the Company, (1) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service

## B2. TERMS AND CONDITIONS

(T)

### B2.19 Resale of Service Provisions (Cont'd)

#### B2.19.11 Liability (Cont'd)

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

during which such mistake, omission, interruption, preemption, delay, error, defect in transmission or injury occurs), or (2) not prevented by customer-provided equipment but which would have been prevented had Company-provided equipment been used. Nothing in this section shall be construed to limit the Company's liability for damages caused by the Company's intentional or gross fault, nor to limit the Company's liability for physical injury caused by the Company's fault.

The Company shall be indemnified and saved harmless by the Reseller against any and all claims, actions, causes of action, damages, liabilities, or demands (including the costs, expenses and reasonable attorneys' fees, on account thereof) of whatever kind or nature that may be made by any third party as a result of the Company's furnishing of service to the Reseller, except that Reseller shall not be required to indemnify the Company for claims, actions, causes of action, damages, liabilities or demands (including the costs, expenses and reasonable attorney fees on account thereof) that arise out of the Company's intentional or gross fault.

##### B. The Company shall be indemnified, defended and held harmless by the Reseller and/or the end user against any claim, loss or damage arising from the use of services offered for resale involving:

1. Claims for libel, slander, invasion of privacy or infringement of copyright arising from the Reseller's or end user's own communications.
2. Claims for patent infringement arising from acts combining or using Company services in connection with facilities or equipment furnished by the end user or Reseller.
3. All other claims arising out of an act or omission of the Reseller or end user in the course of using services.

##### C. The Reseller accepts responsibility for providing access for maintenance purposes of any service resold under the provisions of this *Guidebook*. The Company shall not be responsible for any failure on the part of the Reseller with respect to any end user of that Reseller.

(T)

#### B2.19.12 Restrictions

In addition to restrictions that may be specified in other sections of this *Guidebook*, the following restrictions apply:

(T)

##### A. Joint Marketing

Resale is subject to the interLATA joint marketing restriction contained in Section 271(e)(1) of the 1996 Telecommunications Act.

##### B. Class of Service

Resellers purchasing services for resale, must do so on an as-is basis, subject to the same terms and conditions of offerings that are contained in the Company's existing retail *guidebooks*.

(T)

##### C. Service Area

A CLEC may resell services only within the specific resale service area as defined in their certification.

(T)

##### D. Service Limitations

The Reseller must adhere to all limitations for the services that are resold. The Reseller shall be responsible for ensuring that compliance with current provisions is maintained by it and its end users.

(T)

##### E. Other

Products or services which require common equipment or facilities cannot be shared between services provided by a Reseller and services provided by the Company. Such services must be provided to the end user either entirely by the Reseller or entirely by the Company.

#### B2.19.13 Resale Services

##### A. Services not available for resale

1. (DELETED)

##### B. Services available for resale under certain conditions

1. All Sections - Grandfathered and obsolete services are available for resale to the limited group of customers currently subscribing to the service.
2. All Sections - Promotional rates offered for 90 days or less are available for resale at no discount.

---

**B2. TERMS AND CONDITIONS**

(T)

**B2.19 Resale of Service Provisions (Cont'd)****B2.19.14 Wholesale Discounts**

- A. A discount of 20.72 percent will be applied to the rates and charges on each individual end user account, except as provided for in B. and C. following. The wholesale resale rate will be determined by discounting the retail rate by the wholesale discount percentage and will be calculated at the individual end user level. Contract Service Arrangements (CSAs) are available at a discount of 9.05 percent.
- B. Discounts are not applicable to non-*guidebook* services or products, taxes, or other pass through charges such as the federal subscriber line charge and similar charges not included in intrastate tariffs *or guidebooks*.
- C. Discounts will not apply to the reseller's own administrative facilities.