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## B2. TERMS AND CONDITIONS

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### B2.1 Undertaking of the Company

#### B2.1.1 Scope

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

#### B2.1.2 Limitations

(DELETED)

#### B2.1.3 Liability

- A. The services furnished by the Company are subject to the terms, conditions and limitations herein specified and to such particular terms, conditions and limitations as are set forth in other sections of this Guidebook applicable to the particular services. (T)
- B. Damages may arise out of impairment of service provided by the Company to its subscribers. Such impairment may be caused by defects or failures in facilities, or by mistakes, omissions, interruptions, preemptions, delays, errors, or defects in the provision of its services set forth herein. Such impairment may also be caused by the Company's failure to maintain proper standards of maintenance and operation, or by its failure to exercise reasonable supervision. The Company's liability for damages caused by any such impairment shall not exceed the proportionate charge to the subscriber for the period of service during which the impairment existed. The Company has no liability for damages caused by the negligence of the subscriber.  
  
The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, preemptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages of currents transmitted over the service of the Company, (1) caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, preemption, delay, error, defect in transmission or injury occurs) and (2) not prevented by Customer-provided equipment but which would have been prevented had Company-provided equipment been used.
- C. The Company shall be indemnified and saved harmless by the customer against:
  - 1. Claims for libel, slander and infringement of copyright arising from the material transmitted over services furnished by the Company;
  - 2. Claims for infringement of patents arising from, combining with, or using in connection with, services furnished by the Company, apparatus and systems of the customer; and
  - 3. All other claims arising out of any act or omission of the customer in connection with the services furnished by the Company.
- D. The Company is not liable for any act or omission of another Company or Companies furnishing a portion of the service.
- E. The Company does not guarantee or make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or persons, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the customer for 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.

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

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

##### E. (Cont'd)

The Company may require each customer to sign an agreement as a condition precedent to the provision of such equipment.

##### F. The Company is not liable for any defacement of or damage to the premises of a customer, authorized or joint user resulting from the attachment of the Company's instruments, apparatus and associated wiring on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company.

##### G. Unauthorized Computer Intrusion

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

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

##### H. Transmission of Data

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

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

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

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

##### J. Unauthorized Devices

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

#### B2.1.4 Provision of Services

##### A. The Company will furnish, maintain and repair all facilities and equipment necessary for private line service to the demarcation point on the customer premises. The customer, authorized user or joint user may provide his own terminal equipment or communications systems for use with such service as expressly authorized in 1. through 6. following, or as otherwise authorized in this Guidebook.

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1. When a private line channel is used for voice communications for the purpose of remote operation of mobile radiotelephone systems, it is contemplated that the customer, authorized user or joint user shall provide all station apparatus for such use.
2. When a customer, authorized user or joint user elects to provide his own communications system, it is contemplated that the customer, authorized user or joint user, except as provided in B2.6.3 A. following, shall provide all station apparatus and associated channels which are a part of the system and which are located on the same premises as the system. The Company will provide, at the request of the customer, the Dial Arrangement for signaling and Interexchange Channel Switching Arrangement as specified in Section B4. following.
3. When a private line channel is used for teletypewriter transmission, the teletypewriter equipment may be provided by the customer, authorized user or joint user on a given private line at a given premises, all such equipment must be provided by the Company or the customer, authorized user or joint user. Such equipment must operate at a line signaling speed not to exceed that specified for the channel furnished.

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## B2. TERMS AND CONDITIONS

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

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

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

4. When a private line channel is used for data transmission which requires terminal equipment (data sets), such data sets may be provided by the customer, authorized user or joint user; except that, the Company shall furnish all data sets located in Company central offices. Where the customer, authorized user or joint user elects to provide his own data set(s) on a given private line, it shall be the responsibility of the customer, authorized user or joint user to ensure the continuing compatibility of such data set(s) with the facilities furnished by the Company.
5. When a private line channel is used for transmission purposes other than voice and teletypewriter except as specified in 1., 2., 3. and 4. preceding, it is contemplated that the customer, authorized user or joint user will provide the station equipment for such other purposes.

- B. 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. (T)

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:

- Commercial Quality Video
- MegaLink Channel Service
- MegaLink ISDN Service<sup>1</sup>
- MegaLink Service
- Synchronet Service
- Voice Grade Service (Series 2000)

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

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

- FlexServ Service

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

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

Note 1: MegaLink ISDN service obsolete 12/11/96. (See Section B107.)

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

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

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

#### B2.1.7 Application for Service

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

#### B2.1.8 Restoration Priority (Obsolete, See Section B102.)

#### 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.

## B2. TERMS AND CONDITIONS

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

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

##### 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

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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).



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### 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

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

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

## F. Rates and Charges

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) Percircuit

	Nonrecurring Charge	Monthly Rate	USOC
(a) Prime vendor	\$84.00	\$-	P1A PX
(b) Subcontractor	84.00	-	P1A SX

## b. Priority Restoration (PR), per circuit

## (1) Level Implementation

(a) Prime vendor	65.00	-	PR 5PX
(b) Subcontractor	65.00	-	PR 5SX

## (2) Level Change

(a) Prime vendor	65.00	-	PR 8PX
(b) Subcontractor	65.00	-	PR 8SX

## (3) Maintenance/Administration

(a) Prime vendor	-	3.75	PR 9PX
(b) Subcontractor	-	3.75	PR 9SX

## B2.2 Use

## B2.2.1 Users

A private line service may be used for one or more of the purposes specified in A. through H. following. When a private line service is arranged for joint use, the joint user shall be permitted to use such service in the same manner as the customer as specified in A. through H. following.

- A. For the transmission of communications to or from the customer and relating directly to the customer's business. No one may be a customer for a private line service who does not have a communication requirement of his own for its use except as provided in C. and G. following, or except that a customer for a private line service jointly used in accordance with B103.1.5 may order the addition of service points to meet the communications requirements of a joint user of such service where such additional service points are required to extend the transmission of communications to or from the private line service for which the customer has a communications requirement of his own.
- 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.

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

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

#### B2.2.1 Users (Cont'd)

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

#### B2.2.2 Unlawful Purposes

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

#### B2.2.3 Use by Others

- A. Private line service shall not be used for any purpose for which payment or other compensation shall be received by either the customer or any authorized user or joint user, or in the collection, transmission, or delivery of any communications for others, except as provided in B2.2.1.F. and G. preceding and except as provided below.

This prohibition also does not apply to:

1. Resale by the State of North Carolina in connection with Senate Bill 304 which allows cities and counties to participate in the State telephone network;
  2. Resale of interexchange private line "like" services as obtained from Section E7. of the Access Services Tariff by certified interexchange carriers;
  3. Resale allowed by NCUC Rule R14A; and
  4. Resale of local exchange and exchange access service subscribers certified by the NCUC as competitive local providers.
- B. Private line services are furnished for use between two or more designated premises. The services are intended only for communications in which the customer or an authorized user has a direct interest and that when the service is arranged for joint use, it may be used for the transmission of communications to or from the joint user and relating directly to the joint user's business.

#### B2.2.4 (DELETED)

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B2.2 Use (Contd)

B2.2.4 DELETED) (Contd)

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## B2.2 Use (Contd)

## B2.2.5 For Different Types of Transmission on a Simultaneous Basis

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

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

## B2.2.6 Channel Derivation

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

- A. Customers, authorized users or joint users by use of their own equipment, and in accordance with the normal transmission characteristics of the private line, may create additional channels from channels furnished by the Company if the channels are furnished by the Company for, and if the channels thus created are used for (1) remote operation of mobile systems or (2) remote metering, supervisory control or signaling purposes.
- B. Customers, authorized users or joint users by use of their own equipment, and in accordance with the normal transmission characteristics of the grade of channel ordered may create additional channels for any type of communication, except as specified in A. preceding, by subdividing:
  - 1. A channel of a type number lower than 6000 or a Series 10001 channel.
  - 2. (DELETED)
  - 3. However, such channels may not be created from a private line utilizing Types 1101, 1001, 1102, 1002.
- C. The use of equipment provided by customers, authorized users or joint 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.

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## B2. TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

## B2. TERMS AND CONDITIONS

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### B2.3 Obligations of the Customer

#### B2.3.1 Customer Responsibilities

The customer shall be responsible for:

- A. Establishing his identity in the course of any communication as often as may be necessary.
- B. Establishing the identity of the person or persons with whom connection is made at the called station.
- C. Damage, loss or destruction of any of the Company's apparatus due to the negligence or willful act of the customer, authorized user or joint user and not due to ordinary wear and tear or to fire or other causes beyond the control of the customer, the customer shall be responsible for the cost of replacing the apparatus destroyed or for the cost of restoring the apparatus to its original condition.
- D. Reimbursing the Company for any loss through theft of the equipment or apparatus on the customer's premises.
- E. The provision of power, space and supporting structures required to operate the Company services installed on the premises of the customer, authorized user or joint user.
- F. The provision, installation and maintenance of sealed conduit with explosive-proof fittings between equipment in explosive atmospheres and points outside the hazardous area where connection may be made with regular facilities of the Company, and may be required to install and maintain equipment within the hazardous area if, in the opinion of the Company, injury or damage to Company employees or property might result from installation or maintenance by the Company.
- G. Obtaining permission for Company agents or employees to enter the premises of the customer, authorized user, or joint user at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of the service, removing the facilities of the Company.
- H. Making Company facilities available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance will be made for the period during which the service is interrupted for such purposes.
- I. Where 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 before the Company installs its service. If the customer is aware that its premises are located where a hazardous electrical environment exists, the customer must notify the Company of this fact at the time its order for service is placed. The Company makes high voltage isolation equipment available to its customers under Special Assembly. Standard intervals do not apply for service ordered where voltage isolation equipment is required and must be installed prior to installation of service ordered from the Company.
- J. Under certain circumstances, funds provided under the American Recovery and Reinvestment Act of 2009 ("ARRA") may be subject to certain restrictions, requirements and reporting obligations. The Company may be subject to some of these restrictions, requirements and reporting obligations when services and service components are purchased with ARRA funds. In order to comply with the restrictions, requirements and reporting obligations associated with the use of ARRA funds (if any), the Company must be apprised of them before provisioning the services or service components. Accordingly, the services and service components provided under this Guidebook shall not be used to support the performance of any portion of a project or program which has been funded in whole or in part with grants, loans or payments made pursuant to the ARRA, without the prior written agreement of the Company and Customer regarding any specifically applicable terms, conditions and requirements. Customer shall provide the Company with prior written notice before placing any order that may be funded in whole or in part with ARRA funds. If Customer fails to provide such prior written notice of ARRA funding; or if the parties cannot agree on the terms and conditions (if any) applicable to an ARRA funded order; or if any terms, conditions or requirements (other than those to which the Company specifically agrees in such separate writing) are found to be applicable, then the Company may, in its sole discretion, reject such order or immediately terminate the provision of any affected service or service component without further liability or obligation.

#### B2.3.2 Rearrangements and Repairs

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

#### B2.3.3 Transfer of Service

- A. 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 canceled 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.

Such transfers are not subject to installation charges applicable for Private Line Service.

## B2. TERMS AND CONDITIONS

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### B2.4 Payment Arrangements and Credit Allowances

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

- B. The customer is responsible for payment of all charges for services furnished the customer in accordance with the Company's regular billing and collection practice.
- C. Applicants for service who have no account with the Company or whose financial responsibility is not a matter of general knowledge, may be required to make an advance payment at the time an application for service is placed with the Company, equal to the service connection or installation charges, if applicable, and at least one month's charges for the service provided. In addition, where the furnishing of service involves an unusual investment, applicants may be required to make payment in advance of such portion of the estimated cost of the installation or construction as is to be borne by them. The amount of the advance payment is credited to the customer's account as applying to any indebtedness of the customer for the service furnished.
- D. The Company may, in order to safeguard its interests, require an applicant or customer to make such deposit as the Company deems suitable to be held by the Company as a guarantee of the payment of charges. The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's terms and conditions as to advance payments or the prompt payment of bills on presentation. At such time as the service is terminated the amount of the deposit is credited to the customer's account and any credit balance which may remain is refunded. At the option of the Company such a deposit may be refunded in all or part or credited to the customer at any time prior to the termination of the service. In case of a cash deposit, interest at the rate of eight percent per annum is paid for the period which the deposit is held by the Company.
- E. The customers will be informed that payment for channel nonrecurring charges can be paid in installments, if desired. The minimum initial payment for the nonrecurring charges is ten percent of the total nonrecurring charge and payments may be extended over a six month period. No billing of less than one-sixth (1/6) of the remaining balance will be made.
- F. When a check or draft tendered for payment of a customer's account is subsequently returned by the institution on which it is written due to failure of the issuing institution to honor the check or draft for a good and sufficient reason, a fee up to the maximum allowed by law will be charged the customer for each such returned check or draft.
- G. The Company at its option for good cause may refuse to accept a check or draft tendered as payment on a customer's account.
- H. A late payment charge of six percent (6%) for residence and one percent (1%) for business applies to each subscriber's bill (including amounts billed in accordance with the Company's Billing and Collections Services) when the previous month's bill has not been paid in full within 25 days from the billing date. The percent charge is applied to the total unpaid amount carried forward and is included in the total amount due on the subscriber's current bill.

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#### 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.



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B2. TERMS AND CONDITIONS

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

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

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

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## B2. TERMS AND CONDITIONS

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

#### B2.4.3 Minimum Service Period and Fractional Rates and Charges (Cont'd)

- C. When rates involve a fraction of a cent, the fraction is carried throughout the computation of charge. When the computed charge includes a fraction of a cent, fractions of one-half cent or more are treated as one cent and fractions of less than one-half cent are disregarded.

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

- A. Where the applicant cancels an application for service prior to the start of special construction of facilities, no charge applies.
- B. (DELETED)
- C. Where special construction of facilities has been started prior to the cancellation and to the extent there is another requirement for the specially constructed facilities, no charge applies.
- D. Where special construction of facilities has been started prior to the cancellation, and there is no other requirement for the specially constructed facilities, a charge equal to the costs incurred in the special construction, less net salvage, applies, except that, where one or more, but not all, of the services involved in the special construction are canceled, 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 canceled service is treated as discontinued as of the date on which it was to have been placed in service.
- E. Special construction of facilities for a customer is considered to have started when the Company incurs any expense in connection therewith or in preparation thereof 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.
- F. When equipment has been ordered for the specific needs of a customer and the installation thereof is unduly delayed by or at the request of the customer, appropriate charges apply for such equipment for the period of the delay.
- G. When a customer requests a change in location of all or a part of the facilities covered by his application for service or requests additions, rearrangements or modifications of his existing service and equipment prior to completion of the work involved, he is required to pay the difference between the total costs and expenses incurred by the Company in completing the work involved and that which would have been incurred had the final location of the facilities been specified initially.
- H. When a customer cancels an order for SM ART Ring 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 SM ART Ring service, as of the date of the order is canceled 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 B2.4.14 following.

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## B 2. TERMS AND CONDITIONS

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### B 2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### B 2.4.5 Change in Service Arrangements

A. When a change in service arrangement involves the continued use by the customer of services furnished by the Company, installation charges, as provided in this guidebook do not apply to the services continued in use. Continued use of the service is considered to exist where:

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1. The service arrangement or a portion of the service arrangement is reused on an existing service or to establish a new service for the same customer, or
2. The service arrangement or a portion of the service arrangement remains intact when the customer, as defined herein, is changed due to corporate merger or outright purchase, or
3. The portion of the service arrangement connecting an authorized user's or joint user's premises to customer's service is transferred to a service of another customer, and provided that:
  - a. There is no break in the continuity of the service, and
  - b. No redetermination or change of the services provided at the customer's, authorized user's, or joint user's premises, or at the Company central office takes place.

B. The minimum service period for the services continued in use is determined from the date of initial installation thereof.

#### B 2.4.6 Suspension of Service

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

#### B 2.4.7 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 B 2.4.8 following.

#### B 2.4.8 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 upon request as set forth following, or in the respective guidebook section appropriate for each service, for the portion of the service which is affected<sup>1</sup>. For the purpose of determining the amount of allowance every month is considered to have 30 days and only those stations on the interrupted portions of a service shall be considered in determining the number of stations affected. Long distance message telecommunications service furnished at the customer's request, when his service utilizing a Series 2000 interoffice channel is interrupted is charged for at the regular message toll telephone rates.

(T)

An interruption period starts when the customer reports the interruption to the Company, and ends when the service is operative.

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.

B. Obsolete November 22, 1997 (For Series 6100 service, see B 103.2.6)

Note 1: Allowance for interruptions for Series 6100 are described in Section B 103.

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## B2. TERMS AND CONDITIONS

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

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

C. ~~Obsoleted November 22, 1997~~

D. For service utilizing channels of a Series or Type other than those in A. preceding or Series 6100 described in Section B1.03., no credit is allowed for interruption 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.

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E. 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.

F. 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 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 SMARTRing service or during customer requested rearrangements.

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

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

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

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B2. TERMS AND CONDITIONS

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

## B2.4.9 Optional Payment Plan

## A. Channel Services Payment Plan

## 1. General

- a. The terms and conditions specified herein are applicable to specific facilities as indicated in the appropriate sections of this Guidebook for channel services. (T)
- 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. (T)
- 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, except as specified otherwise in this Guidebook.
  - (1) 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.
  - (2) 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.
  - (3) 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.
- d. When the customer selects a payment period or extends an existing payment period beyond a 96 month service period, the 84 month Term Payment Plan (or the longest available service period) rates will apply.
- e. When the customer orders service to be provided under a CSPP arrangement, the customer must designate to the Company the payment plan and the service period desired, e.g. 84 month Term Payment Plan and 96 months.

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

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## B2. TERMS AND CONDITIONS

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

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

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

#### 2. Application of Rates and Charges

- a. Rates stabilized under a CSPP arrangement are exempt from Company-initiated increases. However, decreases (except for rates changed under a restructure) will automatically flow through to the customer.
- b. In the event that all or any part of a service is disconnected at customer request prior to expiration of any selected payment period of greater than one month's duration, the customer will be required to pay a termination charge as stated in that service's section of this Guidebook. (T)
- 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. (T)
- e. Customer requests for inside moves of service will not affect the contract period.
- f. Where applicable, a change in jurisdiction will not constitute a disconnect of service provided the new CSPP arrangement is a minimum 24 month service period or equals/exceeds the remaining service period, whichever is greater, and provided the new CSPP arrangement is for the same customer at the same location for the same capacity service.

#### 3. Additions

- a. Facilities can be added to an existing system where capacity permits. Additions of services or rate elements for activating spare or unused capacities of a service under a CSPP arrangement will be coterminous with 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. Nonrecurring charges will apply when new channel equipment and/or facilities are added to an existing customer network.
- f. Additions of SM ART Ring service rate elements must be ordered as described in B7.7. (T)

#### 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 charges apply as set forth in the rate regulations in this Guidebook for such service. Remaining services or rate elements will not be affected by such disconnections. (T)

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## B2. TERMS AND CONDITIONS

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

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

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

##### 4. Disconnects (Cont'd)

- b. When a service under a CSPP arrangement is disconnected prior to the expiration of a selected service period as a result of a change of jurisdiction and/or a customer requested change to a higher order of a separate guidebook service, termination charges will not apply when:

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- the completed service period, for SM ARTRing service, is 12 months, or 25 percent of the length of the originally selected CSPP service period, whichever is greater; and
- the service period of the new CSPP arrangement for the higher order of service is a minimum 24 month service period or equals/exceeds the remaining service period of the disconnected arrangement, whichever is greater; and
- the service orders to install the new higher order of service and disconnect the old service are related together, and there is no lapse in service between installation of the higher order of service and disconnection of the existing service; and
- the service orders are for the same customer at the same location.

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

Analog Voice Grade Services  
 Synchronet Service  
 MegaLink Service/MegaLink Channel Service  
 MegaLink Light Service  
 MegaLink Plus Service  
 MegaLink ISDN Service<sup>1</sup>/BellSouth Primary Rate ISDN<sup>2</sup>  
 BellSouth Wavelength Service  
 SM ARTRing Service

##### 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 move ment will not affect the contract period.
- b. Customer requests for moves of service(s) under CSPP, other than inside moves, will be subject to the conditions stated in 11. following.

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Note 1: MegaLink ISDN service obsoleted 12/11/96. (See Section B107.)

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

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## 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)

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

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

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

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

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

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

##### 7. Renewal Options

a. The customer has the following renewal options:

- (1) Prior to completion of the current payment period, any period available under the CSPP may be selected at the rates in effect for new customers at the time of the renewal. The customer will be charged the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.
- (2) Service may be continued on a month-to-month basis at the current rate for the one-month payment period, unless otherwise specified in this Guidebook. The customer has no additional service commitment and, consequently, when service is terminated it 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.
- (4) Letters of Election executed on or after October 1, 2012, shall automatically renew for an additional one-year term under the same rates, terms and conditions in effect under the original Letter of Election, unless the Subscriber or the Company provides written notice of its intent not to renew the Letter of Election at least sixty (60) days prior to the expiration of the initial term or any subsequent additional one-year term.

Renewal Options are no longer available with OC-3+ SMART Ring 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.

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



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## B2. TERMS AND CONDITIONS

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

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

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

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

- c. The Company may discontinue or change any or all renewal options.
- d. When a customer renews a CSPP arrangement, the rates and charges in effect on the first day of service of the renewal will apply.
- e. Recognition of previous service will be given to customers who renew an existing CSPP arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided that the length of the new CSPP arrangement is a minimum 24 month service period or equals/exceeds the remaining service period of the original CSPP arrangement.
- f. Recognition of previous service will be given to month-to-month customers with a service date of September 28, 1994 or later who convert to a CSPP arrangement, provided the minimum service period has been met. For customers whose service date is September 28, 1994 or earlier, recognition will be given for the previous service back to September 28, 1994. For customers whose service date is later than September 28, 1994, recognition for the previous service will be given back to the actual service date.
- g. To determine the appropriate CSPP Payment Plan for the renewed arrangement<sup>1</sup>, recognition of service will consist of the sum of months in service of the completed service arrangement and the sum of the months of the proposed service period of the CSPP arrangement. For example, a CSPP arrangement for a 36 month service period under the 36 month Term Payment Plan is renewed for 24 months with no changes at the end of the 36 month period. The sum of months for the completed and proposed service periods would equal 60 months and would be billed under the 60 month Term Payment Plan. Another example is a Month-to-Month customer, in service for 15 months, who wishes to convert to a 60 month CSPP arrangement with no changes. The combined service period of the Month-to-Month arrangement and the CSPP arrangement is equal to 75 months, which would be billed under the 84 month Term Payment Plan.

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

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## B2. TERMS AND CONDITIONS

(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)

##### 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. Regulations concerning transfer of service between subscribers as stated in other sections of this Guidebook also apply under CSPP.

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##### 9. Deferred Payment

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

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

Nonrecurring Charges

Service Establishment

- (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 payment arrangements made on or after August 20, 1997 is 11.25 percent on an annual effective rate basis. For deferred payment arrangements made prior to August 20, 1997, the applicable interest rate is 10.5 percent on an annual effective rate basis. If, in the judgment of the Company, this interest rate allowed by law is insufficient to cover the costs of providing the deferred payment option, the Company will suspend, subject to the approval of appropriate regulatory authority, the availability of said option until such time as the costs of providing said option can be recovered through the application of this interest rate. Suspension of the deferred payment option will not affect customers who have executed a deferred payment agreement prior to the effective date of such suspension.
- (6) The deferred charges (including interest) will be prorated on a monthly basis over the selected deferral period length.
- (7) All deferred charges must be paid in full when the customer:
  - Selects a payment period with an expiration date prior to the expiration date of the deferral period.
  - Disconnects service, for the system, prior to expiration of the selected deferral period.
  - Fails to pay a monthly amount within 30 days of its due date.
  - Moves a service under CSPP to another location in Company territory within the same state, 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.

## 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)

##### 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 interest rate is 10.5 percent on an annual effective rate basis for customers prepaying on or after August 20, 1997. For prepayments made prior to August 20, 1997, the prepayment interest rate is 8.75 percent on an annual effective rate basis.
  - (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 coterminal 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) following.
  - (4) Customers who prematurely disconnect will have termination charges deducted from the prepaid amount and any balance credited to their bill.

##### 11. Moves of Service(s) under CSPP

- a. Termination 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 30 days of the original premises disconnect date.
  - (3) No lapse in billing will occur from moves of service under CSPP.
  - (4) Orders to disconnect the existing service and reestablish it at the new location must be related.
  - (5) Any rate elements, i.e., 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 charges. While the channel mileage may vary, the number of local channels and the number of interoffice channels must be equal to or greater than the respective numbers of channels at the original location.
  - (6) Any additions made at the new location will be treated as coterminal additions in accordance with 3. preceding.
  - (7) All regulations and charges for changes made to the service coincident to the move shall apply.
  - (8) All appropriate nonrecurring charges from moves of service as specified in this Guidebook will apply.

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## B2. TERMS AND CONDITIONS

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

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

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

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

##### a. (Cont'd)

(9) Where applicable, moves of service that involve a change of jurisdiction, e.g., intraLATA to interstate will not be treated as a disconnect of service with regard to termination liability application. The customer must subscribe to a payment arrangement offered in the appropriate guidebook which is a minimum 24 month service period or equals/exceeds the remaining contract period, whichever is greater.

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(10) Moves of SM ARTing service are subject to the move provisions set forth in Section B7.

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

##### A. General

1. The Special Billing Arrangement is optional for the customer of private line channels used with computerized traffic light control systems. This arrangement allows a substantial portion of the private line monthly recurring charges to be converted to and paid for by a lump sum payment. The remaining private line charges would be paid on a recurring basis.
2. Monthly recurring charges for the services involved are separated into capital and operating requirements. A monthly compounded present worth factor resulting in an equivalent annual rate of eight percent, is applied to the capital requirement portion of the monthly charges in order to establish a lump sum charge. The remaining operating requirement portion would be applied as the reduced monthly charges.

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## B2. TERMS AND CONDITIONS

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

## B2.4.10 Special Billing Arrangement (SBA) (Cont'd)

## B. Charges

1. The recurring amounts, which are payable monthly will be adjusted to reflect changes in the filed rates for the services covered by the SBA.
2. Channels added to the traffic light control system after the SBA is established will be billed at the rates as specified in other sections of the Guidebook; or, if the monthly rates for the additions would exceed a specified amount, a separate SBA may be set up for the additions.

(T)

- |                          | Monthly<br>Rate | USOC |
|--------------------------|-----------------|------|
| (a) Maximum monthly rate | \$221.75        | NA   |
3. Partial discontinuation of SBA services may result in a refund and/or reduced monthly payments. To determine the amount of refund and/or monthly rate reduction, if any, the existing arrangement must be separated into two separate arrangements, one consisting of services discontinued and the other of services retained. Services discontinued are handled as shown in 4. and 5. following. The services retained will constitute the revised arrangement which will use the same start date as the customer's original plan.
  4. If the services provided under the SBA are discontinued by the customer prior to the expiration of the SBA period, the difference between payments made under this arrangement and the total amount the customer would have been billed, had billing been on the normal monthly basis, will be refunded.
  5. The services provided under this arrangement will be terminated if any services with which it is associated (included in the same billing account) are discontinued for nonpayment. The refund, if any, due the customer 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 customer.
  6. Nonrecurring charges as filed in this Guidebook apply to the channels under the SBA.

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## C. Special Billing Arrangement Period

1. The term for the SBA shall be ten years.
2. The Company will inform the customer of pending expiration of the contract term for services provided under the SBA approximately thirty days before expiration.

## B2.4.11 Reserved for Future Use

## B2.4.12 Reserved For Future Use

## B2.4.13 Service Order Modifications

## A. Service Date Change

1. Service dates for installation of new services or rearrangements of existing services may be changed at no charge to the customer provided that the change does not require service to be made available on an expedited basis.

## B. Expedited Order Charge

1. If a customer desires that service be provided on an earlier date than the normal installation interval, 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.

## B2. TERMS AND CONDITIONS

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

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

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

3. The Expedited Order Charge is based on the extent to which the service order has been processed at the time the Company agrees to the service date improvement and is calculated as follows:
  - a. Based on the critical dates associated with the service order, as defined in B2.4.14.B.4.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.4.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 non-recurring 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.
5. The Expedited Order Charge applicable to non-design circuits will be equal to fifty percent of the total nonrecurring charges associated with the service order.

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

- A. A customer may cancel a service order for the installation of service at any time prior to notification by the Company that service is available for the customer's use. The cancellation date is the date the Company receives written or verbal notice from the customer that the order is canceled. 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 canceled 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 4.b. following.
  2. When the customer cancels a service order prior to the Scheduled Issue Date, as defined in 4.b. following, no charges shall apply.
  3. When the customer cancels a service order on or after the Scheduled Issue Date, a charge equal to the estimated costs incurred by the Company shall apply. Such charge is determined as specified in 4. following.

## B2. TERMS AND CONDITIONS

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

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

B. When a customer cancels a service order for the installation of service, a cancellation charge will apply as follows: (Cont'd)

4. Charges applicable as specified in 3. preceding are based on the estimated costs incurred by the Company at the time the order is canceled. The estimated costs incurred are determined based on the following.
  - a. Certain Company critical dates are associated with a service order provisioning interval, whether standard or negotiated. These dates are used by the Company to monitor the progress of the provisioning process. At any point in the service order interval the Company is able to determine which critical date was last and can thus determine what percentage of the Company's provisioning costs have been incurred as of that critical date.
  - b. The critical dates tracked by the Company are as follows:
    - Application Date (APP): The date the customer provides to the Company, (1) a firm commitment for service and (2) sufficient information to enable the Company to begin service provisioning. This is also the order date.
    - Scheduled Issue Date (SID): The date that the order is to enter the Company's order distribution system.
    - Records Issue Date (RID): The date that all design and assignment information is to be sent to the central office and installation forces.
    - Wired and Office Tested Date (WOT): The date by which all intraoffice wiring is to be completed, all plug-ins optioned, aligned, and frame continuity established, and the inter-office 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 (SD): The date on which service is to be made available to the customer. This is sometimes referred to as the Due Date.
    - Designed, Verified, and Assigned Date (DVA): The date by which field implementation groups must report that all documents and materials have been received.
    - Frame Continuity Date (FCD): Date on which frame-to-frame testing must be completed. This is sometimes referred to as the Facility Continuity Check Date.
    - Loop Assignment and Make-up Date (LAM): The date by which Local Loop Assignment and Make-up information must be available.
  - c. The percentage of the total provisioning cost incurred by the Company at a particular critical date varies by the type of service shown in e. following.
  - 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 canceled, by the percentage shown in e. following for the critical date last completed on the order.

## B2. TERMS AND CONDITIONS

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

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

B. When a customer cancels a service order for the installation of service, a cancellation charge will apply as follows: (Cont'd)

4. Charges applicable as specified in 3. preceding are based on the estimated costs incurred by the Company at the time the order is canceled. The estimated costs incurred are determined based on the following: (Cont'd)

## e. Cancellation Charge Percentages

TYPE SERVICE / CRITICAL DATES	AFTER: SID BEFORE: LAM	LAM EIRD	EIRD RID	DVA DVA	WOT WOT	WOT FCD	FCD PTD	PTD DD	DD
VOICE GRADE	7	11	15	19	28	35	50	82	100
METALLIC GRADE	8	12	16	20	29	36	49	81	100
MEGALINK SERVICE	21	26	29	33	40	45	58	86	100
MEGALINK CHANNEL SERVICE	21	26	29	33	40	45	58	86	100
MEGALINK LIGHT SERVICE	21	26	29	33	40	45	58	86	100
MEGALINK PLUS SERVICE	21	26	29	33	40	45	58	86	100
SYNCHRONET SERVICE	7	13	19	24	30	42	55	84	100
SMARTring SERVICE	21	26	29	33	40	45	58	86	100
BELLSOUTH PRIMARY RATE ISDN	21	26	29	33	40	45	58	86	100
LIGHTGATE SERVICE	21	26	29	33	40	45	58	86	100

- 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 canceled, by 25 percent if the order is canceled after the Application Date but before the Due Date. If the order is canceled 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 commotion(s)), the customer may cancel the service order without incurring cancellation charges.

## B2.4.15 Billing of Private Line Service Provided by Multiple Companies

## A. Multiple Billing Arrangement

## 1. General

If agreed to by the Exchange Telephone Companies involved in the provision of the private line service and appropriate guidebook provisioning, each company will bill for the portion of the private line service that it provides based on their terms and conditions, rates and charges as appropriate.

## 2. Rating and Billing of Service

The charges billed by this Company for the interoffice channel between Exchange Telephone Company central offices, are determined as follows:

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## B2. TERMS AND CONDITIONS

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

#### B2.4.15 Billing of Private Line Service Provided by Multiple Companies (Cont'd)

##### A. Multiple Billing Arrangement (Cont'd)

3. The total airline mileage for the service is computed using the V & H coordinates set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.
4. A billing factor is determined from the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4. This factor represents the percentage of the distance between Exchange Telephone Company central offices that will be billed by this Company. The billing factor is multiplied by the total charge for all of the miles to determine the amount to be billed by the Company.
5. For the fixed recurring rate element and the Nonrecurring Charge associated with the interoffice channel between Exchange Telephone Company central offices, fifty percent of the Company's rate will apply for each end of the interoffice channel provided. If this Company does not bill for either end of the interoffice channel, then the fixed recurring charge and nonrecurring charge of this Company shall not apply.

##### B. Single Billing Arrangement

###### 1. General

If agreed to by the Exchange Telephone Companies involved in the provision of the private line service and appropriate guidebook provisioning, a single bill will be provided.

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###### 2. Rating and Billing of Service

The billing company will be as agreed to by the Exchange Telephone Companies involved in the provision of the service. Under the single bill arrangement, the billing company will bill and collect all appropriate charges in accordance with the regulations, rates and charges in its tariff.

#### 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 B2.4.4.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.

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## B2. TERMS AND CONDITIONS

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

#### B2.4.17 Service Installation Guarantee (Cont'd)

##### 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, government 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 takes precedence over Private Line services as set forth in B2.1.2 preceding.
2. to service requiring construction charges as set forth in B2.1.5 preceding and Section B5 following,
3. to Specialized Service or Arrangement or 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

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

### B2.5 Definitions

Certain terms used generally throughout this Guidebook are defined below.

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#### ACCESSORIES

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

#### ANOTHER TELEPHONE COMPANY

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

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## B2. TERMS AND CONDITIONS

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### B2.5 Definitions (Contd)

#### AUTHORIZED PROTECTIVE CONNECTING MODULE

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

#### AUTHORIZED USER

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

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#### 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.

#### BUILDING (SAME)

The term "Same Building" is to be interpreted as a structure under one roof, or two or more structures under separate roofs but connected by enclosed passageways in which the wires or cable of the Company can be safely run provided the plant facility requirements are not appreciably greater than would be required normally if all structures 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

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

#### CENTRAL OFFICE CONNECTING FACILITY

The term "Central Office Connecting Facility" denotes a facility furnished to an Other Carrier by the Company between the terminal location of the Other Carrier and a point of connection on the Company premises.

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#### CENTREX CONTROL SWITCHING EQUIPMENT

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

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#### CENTREX TYPE SERVICES

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

#### CHANNEL

The term "Channel" designates the electrical path provided by the Company between two or more stations.

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## B2. TERMS AND CONDITIONS

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### B2.5 Definitions (Contd)

#### BUILDING (SAME)

The term "Same Building" is to be interpreted as a structure under one roof, or two or more structures under separate roofs but connected by enclosed passageways in which the wires or cable of the Company can be safely run provided the plant facility requirements are not appreciably greater than would be required normally if all structures 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.

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#### CENTREX CONTROL SWITCHING EQUIPMENT

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#### CHANNEL

The term "Channel" designates the electrical path provided by the Company between two or more stations.

#### CHANNEL TERMINAL

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

#### CLEAR CHANNEL CAPABILITY

The term "Clear Channel Capability" denotes the ability to transport twenty-four 64.0 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 terminal equipment or Company stations.

#### COMPANY

Whenever used in this Guidebook, "Company" and "Southern Bell Telephone and Telegraph Company" refer to BellSouth Telecommunications, Inc. unless the context clearly indicates otherwise. (T)

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B2. TERMS AND CONDITIONS

(T)

## B2.5 Definitions (Contd)

## CONFORMANCE NUMBER

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

## CONFORMING ANSWERING DEVICE

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

## CONNECTING ARRANGEMENT

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

## CONTRACT

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

## COORDINATING FACILITIES

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

## CUSTOMER

The term "Customer" denotes the person, firm or corporation which orders service and is responsible for the payment of charges and compliance with Company terms and conditions. No one may be a customer for a private line service who does not have a communication requirement of his own for its own use except as provided in B2.2.1.G. or except that a customer for a private line service jointly used in accordance with B3.1.5 may order the addition of service points to meet the communications requirements of a joint user of such service where such additional service points are required to extend the transmission of communications to or from the private line service for which the customer has a communications requirement of his own.

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## DATA ACCESS ARRANGEMENT

The term "Data Access Arrangement" denotes a connecting arrangement for use on a Private Line Service arranged for data transmission.

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B2. TERMS AND CONDITIONS

(T)

## B2.5 Definitions (Cont'd)

The DSS which is connected directly to the Selector Control Unit (SCU).

A PDSS provides the connection between the master station and any one of up to 128 (125 for addressable operation) two-wire or four-wire voice grade data channels. Where more than one DSS is required, the DSS that is directly connected to the master station is termed the PDSS. Additional DSSs, designated SDSSs, may be connected to the PDSS.

Secondary DSS (SDSS)

Any DSS which is connected to a PDSS.

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

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

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

Master Station

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

Remote Station

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

## DEMARCATION POINT

The demarcation point is the point where the Company's facilities end and the customer's premises wiring begins.

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## DIRECT ELECTRICAL CONNECTION

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

## DISTRIBUTION CENTER

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

## DUPLEX SERVICE

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

## EQUALIZATION

The term "Equalization" denotes the regulation of signal levels within specified limits over a range of frequencies that comprise the stated bandwidth.

## EXCHANGE

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

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B2. TERMS AND CONDITIONS

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## B2.5 Definitions (Contd)

## EXCHANGE AREA

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

## HALF-DUPLEX SERVICE

The term "Half-Duplex Service" denotes service which provides for transmission alternately in either direction or for transmission in one direction only including bidirectional simultaneous transmission of tones required solely for control purposes or quick turn around or synchronization.

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B2. TERMS AND CONDITIONS

(T)

## B2.5 Definitions (Cont'd)

## HUB

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

## INTERFACE

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

## 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 element of a private line service which interconnects local channels which serve customers located in different central office areas (wire center serving areas) within the same exchange.

## 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 B103.1.5 following.

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## LINK

The term "Link" refers to the use of a single local channel and/or an interoffice/interexchange channel as one segment (partial channel) of a 2 point or multi-point 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, 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.

## LOCAL CHANNEL

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



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B2. TERMS AND CONDITIONS

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## B2.5 Definitions (Cont'd)

## MOVE

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

The term "Move" as used in connection with termination liability 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, when made at the request of the customer.

## MULTIPOINT SERVICE

The term "Multipoint Service" denotes a service which provides communications capability between more than two private line station locations on different premises by means of a bridging or hubbing arrangement.

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## B2. TERMS AND CONDITIONS

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

#### MULTISTATION ARRANGEMENT

The term "Multistation Arrangement" denotes a service configuration which provides communications capability where:

- a. All stations of a service are located on the same premises consisting of more than two stations.
- b. Stations of a service are located on different premises and more than one station on the same premises are connected to that service.

#### NETWORK CONTROL SIGNALING

The term "Network Control Signaling" denotes the transmission of signals used in the telecommunications system which performs functions such as supervision (control, status, and charging signals), address signaling (e.g., dialing), calling and called number identification, audible tone signals (call progress signals indicating reorder or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operating of switching machines in the telecommunications systems.

#### NETWORK CONTROL SIGNALING UNIT

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

#### NETWORK INTERFACE

- a. The Network Interface is a standard registration jack equivalent provided by the Company as a part of exchange access, WATS, or Private Line Services.
- b. The Network Interface will be located at the demarcation point.
- c. No discrete charge is appropriate for miniature jacks used as a Network Interface. When any Network Interface other than a miniature modular jack is used, the current charge for such Network Interface will apply.

#### PREMISES (SAME)

The term "Same Premises" shall be interpreted to mean the building or the portion of the building occupied by the customer, either in the conduct of his business or residence, or a combination thereof, and not intersected by a public corridor or by space occupied by others.

#### PRIMARY WIRE CENTER

The term "Primary Wire Center" denotes the central office or wire center in which the interexchange channel is terminated. In a multiple central office or wire center exchange, the primary wire center is that central office or wire center designated as the principle interexchange end office.

#### PRINCIPAL CENTRAL OFFICE

The term "Principal Central Office" denotes the central office in a single office exchange or to that office of a multiple office exchange which is designated as such for the purposes of measuring intraexchange and interexchange channel mileage.

#### PRIVATE LINE CHANNEL SERVICE

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

#### PRIVATE LINE NETWORK

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

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B2. TERMS AND CONDITIONS

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## B2.5 Definitions (Contd)

## RATE CENTER

The term "Rate Center" for private line services is a specified geographical location within an exchange area from which mileage measurements are determined for the application of interexchange mileage rates.

## SAME CONTINUOUS PROPERTY

The term "Same Continuous Property" shall be interpreted to mean the building or buildings, together with the surrounding land that is not intersected by a public thoroughfare or owned by others.

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## B2. TERMS AND CONDITIONS

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

#### SERVICE CONNECTION CHARGE

The term "Service Connection Charge" denotes a nonrecurring charge applying to the establishment of a private line channel service for a customer and certain subsequent additions to that service.

#### SERVICE INSTALLATION GUARANTEE

The term "Service Connection Charge" denotes a nonrecurring charge applying to the establishment of a private line channel service for a customer and certain subsequent additions to that service..

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

#### SERVICE POINT

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

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

#### SERVING CENTRAL OFFICE

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

#### STATION

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

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

A "Main Station Line" is the 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 Line" is any other station on the same premises as a main station line and which, at the request of the customer, is connected to the same service by an extension to a local channel.

#### STUDIO

The term "Studio" as used in connection with Series 6100 channels indicates fixed premises of a station at which audio material regularly originates or is received for transmission to local distribution systems.

#### 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.

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## B2. TERMS AND CONDITIONS

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

#### TELEMETRY/ALARM BRIDGING SERVICE (TABS) (Cont'd)

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

##### Primary Bridge

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

##### Secondary Bridge

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

#### TERMINAL EQUIPMENT

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

#### TERMINATION CHARGE

The term "Termination Charge" when used in connection with specially constructed facilities denotes the portion of the termination liability that is applied as a nonrecurring charge when 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 maximum potential charge applicable for 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 provided by the Company.

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#### TEST EQUIPMENT

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

#### WIRE CENTER 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.

### B2.6 Connections

#### B2.6.1 General Provisions

##### A. General

1. Terminal equipment and communications systems provided by the customer, authorized user, or joint user may be connected at the Customer's premises to private line services furnished by the Company where such connections are made in accordance with the provisions of B2.1.4 preceding and this B2.6.

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## B2. TERMS AND CONDITIONS

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

#### B2.6.1 General Provisions (Cont'd)

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

2. The term "telecommunications services" when used in this B2.6 denotes exchange service, Long Distance Message Telecommunications Service (LDM TS) and Wide Area Telecommunications Service (WATS).
3. Any equipment offered herein which has grandfathered status under the Federal Communications Commission's Registration Program is offered and provided only to the extent of available stock.

##### B. Responsibility of the Customer

1. The customer, authorized user or joint user shall be responsible for the installation, operation and maintenance of any terminal equipment or communications system or any terminal equipment or interstate communications system provided by an OC in B2.6.11.C. following. No combination of terminal equipment or communications system shall require change in or alteration of the equipment or services of the Company, cause electrical hazards to Company personnel, damage to Company equipment, malfunction of Company billing equipment, or degradation of service to persons other than the user of the subject terminal equipment or communications system, his calling or called party. Upon notice from the Company that the terminal equipment or communications system is causing such hazard, damage, malfunction or degradation of service, the Customer shall make such change as shall be necessary to remove or prevent such hazard, damage, malfunction or degradation of service.
2. Where the customer, authorized user or joint user elects to provide data set(s) on a given Company-provided private line, it shall be the responsibility of the customer, authorized user or joint user 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 Maintenance of Service Charge as provided in B2.6.12 for visits by a Company employee to the premises of a customer, authorized user, joint user, or OC listed in B2.6.11.C. following when a service difficulty or trouble report results from the use of terminal equipment or communications system provided by the customer, authorized user, joint user, or OC.
4. The consent of the customer must be obtained by the authorized user or joint user or OC prior to the connection of terminal equipment or communications systems to a private line provided to the customer.
5. Where private line services furnished by the Company are used in the provision of a composite data service for others and connection of those private line services is made to a communications system provided by an Other Carrier and the connection is made through data switching equipment, the terms and conditions specified in B2.6.11.C. following are not applicable.
6. The customer who provides the Premises Wiring of Communications Systems subject to Part 68 of the Federal Communications Commission's Rules and Regulations pursuant to Section 68.215 of Chapter I of Title 47 of that Code of Federal Regulations shall be responsible for the payment of an Institutional Program for Premises Wiring Charge, as provided in B2.6.13 for activities performed by Company employees at the customer's premises pursuant to subsections (f), (g) and/or (h) of said Section 68.215, when the premises wiring in question has failed acceptance tests monitored by, or participated in by, the Company pursuant to Section 68.215, and/or has been revealed to be not in conformance with the information provided in the related affidavit which was provided pursuant to Section 68.215, and/or has resulted in a harm to the network.

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## B2. TERMS AND CONDITIONS

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

#### B2.6.1 General Provisions (Cont'd)

##### C. Responsibility of the Company

1. Private line services are not represented as adapted to the use of terminal equipment or communications systems. Where such terminal equipment or communications systems are used with private line services, the responsibility of the Company shall be limited to the furnishing of service components suitable for private line services and to the maintenance and operation of service components in a manner proper for such services. Subject to this responsibility the Company shall not be responsible for (1) the through transmission of signals generated by the terminal equipment or communications systems or for the quality of, or defects in, such transmission, or (2) the reception of signals by terminal equipment or communications systems, or (3) address signaling where such signaling is performed tone type signaling equipment provided by the customer, authorized user, joint user, or OC listed in B2.6.1.1.C. following.
2. The Company will, at the customer's request, provide information concerning interface parameters, including the number of ringers which may be connected to a particular line, needed to permit the terminal equipment to operate in a manner compatible with the telecommunications network.
3. The Company may make changes in its telecommunications network, equipment, operations or procedures, where such action is not inconsistent with Part 68 of the Federal Communications Commission's Rules and Regulations. If such changes can be reasonably expected to render any terminal equipment or communications system incompatible with the telecommunications network, or require modification or alteration of such terminal equipment or communications systems, or otherwise materially affect its use or performance, the customer will be given adequate notice in writing, to allow the customer an opportunity to maintain uninterrupted service.

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

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

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##### E. Violation of Terms and Conditions

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Where any terminal equipment or communications system provided by a customer, authorized user or joint user or any terminal equipment or interstate communications systems provided by an OC listed in B2.6.1.1 following is used with private line services furnished by the Company and any of the provisions in B2.6 are violated the Company will take such immediate action as necessary for the protection of its facilities and will promptly notify the customer, authorized user, joint user of the violation. The customer, authorized user, or joint user shall take such steps as are necessary to discontinue such use of the equipment or system or correct the violation and shall confirm in writing to the Company within 10 days, following the receipt of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated preceding shall result in suspension of the customer's, authorized user's, or joint user's service until such time as there is compliance with the provisions of this Guidebook.

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## B2. TERMS AND CONDITIONS

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

#### B2.6.1 General Provisions (Cont'd)

##### F. Definitions

##### Grandfathered Communications Systems

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

(T)

##### Grandfathered Connections of Communications Systems

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

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##### Grandfathered Terminal Equipment

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

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##### Grandfathered Connections of Terminal Equipment

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

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## B2. TERMS AND CONDITIONS

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

#### B2.6.1 General Provisions (Cont'd)

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

###### Registered

The term "Registered" as used in this Guidebook denotes equipment which complies with and has been approved within the Registration provisions of Part 68 of the Federal Communications Commission's Rules and Regulations. (T)

G. Terminal equipment, communications systems and premises wiring may be connected in an interpositioned configuration to those private line services specified in B2.6.2 and B2.6.3 following. (T)

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

#### B2.6.2 Connections of Registered Equipment

A. Terminal equipment, protective circuitry, and communications systems that are registered may be connected to those private line services specified in B., C., or D. following, subject to B2.6.1 preceding and this B2.6.2; and further subject to A15.1.2, Connections of Registered Equipment, of the General Exchange Guidebook. (T)

B. The connection may be made only at the customer's premises to private line services that present a two wire or four wire loop signaling interface for such connection under the following conditions:

1. Registered terminal equipment, registered protective circuitry, and registered key telephone system may be connected to the station end of private line services furnished in connection with off-premises stations.
2. Registered PBX System may be connected, as a trunk termination, to the station end of private line services furnished in connection with off-premises stations.
3. Registered terminal equipment, registered protective circuitry, and registered key telephone system may be connected to CCSA or EPSCS access lines. A channel may be utilized with registered terminal equipment, registered protective circuitry and registered communications systems which are connected to the exchange telephone service associated with such channels.

C. The connection of registered terminal equipment and registered PBX system may be made only at the customer's premises to private line services that present an interface for either two wire 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.

D. The connection of registered terminal equipment and registered PBX system may be made only at the customer's premises to a Series 1000 and 2000 private line service furnished to provide indications of message registration of outgoing calls or automatic identification of outward dialing (AIDD) to such equipment or systems.

1. In addition, customers, who intend to install, perform additions to, or make rearrangements of AIDD 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 A. preceding are subject to A15.1.3 A., Connections of Grandfathered Terminal Equipment and Grandfathered Communications Systems, of the General Exchange Guidebook. Such connections are subject to the minimum protection criteria set forth in B2.6.4 F., following. (T)

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## B2. TERMS AND CONDITIONS

(T)

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

#### B2.6.3 Connections of Grandfathered Terminal Equipment and Grandfathered Communications Systems (Cont'd)

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

2. Grandfathered terminal equipment and grandfathered communications systems, directly connected to the private line services specified in B2.6.2.B. and C. 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.
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.B. and C. 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 notifications shall include a description of the equipment including the manufacturer's name, model number, and type of equipment;
  - b. All such connections are made through standard jacks or are otherwise connected by the Company;
  - c. All such connections shall comply with the minimum protection criteria set forth in B2.6.4.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 2. and 3. preceding may be made, subject to 3.a. through e. preceding and to the following:
  - a. Until May 1, 1983, where the equipment being added is of a type which has been grandfathered, and
  - b. After May 1, 1983, where the equipment being added is grandfathered.
  - c. Additions of registered equipment is subject to B2.6.2 preceding.
5. Systems connected pursuant to 2. through 4. preceding may remain connected and be moved and reconnected, in accordance with 3.a. through e. preceding, for the life of the equipment and may be modified only in accordance with Part 68 of the Federal Communications Commission's Rules and Regulations.
6. Terminal equipment and communications systems connected via grandfathered protective circuitry are subject to the provisions of 1. through 5. preceding.

## 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

1. Grandfathered connections of terminal equipment and grandfathered connections of communications systems to the private line services specified in B2.6.2.A. preceding are subject to A15.1.3, Connections of Grandfathered Terminal Equipment and Grandfathered Communications Systems, of the General Exchange Guidebook. Such connections are subject to the minimum protection criteria set forth in B2.6.4.F. following. (T)
2. Grandfathered connections of terminal equipment and grandfathered connections of communications systems to the private line services specified in B2.6.2.B. and C. preceding are subject to the following:
  - a. Until May 1, 1983, the Company will provide connecting arrangements for installations of new terminal equipment or communications systems that are subject to Part 68 of the Federal Communications Commission's Rules and Regulations. However, after May 1, 1983, connecting arrangements will only be provided to the extent that such connecting arrangements are available, to reconnect terminal equipment or communications systems which were previously connected to the private line services specified in B2.6.2.B. or C. preceding through connecting arrangements prior to May 1, 1983.
  - b. Grandfathered connections of terminal equipment and grandfathered connections of communications systems made in accordance with a. preceding may remain connected and be moved and reconnected for the life of the equipment and may be modified only in accordance with Part 68 of the Federal Communications Commission's Rules and Regulations. Connecting arrangements used for such moves and reconnections will continue to be provided by the Company subject to their availability, at the rates and charges specified in Section B103. and Section A15. of the General Exchange Guidebook. (T)
  - c. Network control signaling shall be performed by the connecting equipment furnished, installed and maintained by the Company, except that customer-provided tone-type address signaling is permissible through a connecting arrangement.
  - d. The connections specified in a. through c. preceding must comply with the minimum protection criteria specified in B2.6.4.F. following.

## B2.6.4 Connections of Terminal Equipment and Communications Systems not subject to the FCC Registration Program

## A. General

1. Connecting arrangements are not required and minimum protection criteria are not applicable where terminal equipment or communications systems are connected with the following channels when such channels are used for the types of transmission specified herein due to the nature of the service provided and/or the type of channels and equipment used.
    - Type 1001 through Type 1002 Channels (See B103.3) (T)
    - Type 1109 through Type 1010 Channels (See Type 1204 and 1205 in B103.9) (T)
    - Type 1101 through Type 1102 Channels (See B103.2) (T)
    - Type 1109 through Type 1110 Channels (See Type 1204 and 1205 in B103.9) (T)
    - Type 5101 through Type 5102 Channels (See B103.3.3) (T)
    - Type 6100 Channels (See B103.2.6) (T)
- Channels used for Mobile Radio Telephone Service

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## B2. TERMS AND CONDITIONS

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

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

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

2. Except as otherwise provided in B2.6.2 and B2.6.3 preceding, terminal equipment and communications systems may be electrically connected to private line services in accordance with this B2.6.4.
  - a. When the terminal equipment or communications system is connected with private line service furnished by the Company and such private line service is not arranged for connection to telecommunications services, such connections shall be made to an interface provided by the Company.
  - b. When the terminal equipment or communications system is connected with private line service furnished by the Company and such private line service is arranged for connection to telecommunications services:
    - (1) Except as specified in B2.6.4.A.1. preceding and B2.6.4.D.1.d. following, such connections shall be made through a connecting arrangement as provided in this B2.6.4.
    - (2) For terminal equipment 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. Terminal equipment or communications systems connected pursuant to a. or b. preceding must comply with the minimum protection criteria specified in F. following.

##### B. Data Terminal Equipment

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

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

##### C. Voice Terminal Equipment

1. Voice terminal equipment may be connected at the customer's premises to private line service in accordance with the following when such private line service is arranged as provided in A.2.b. preceding.
  - a. The connection shall be made through a network control signaling unit and a connecting arrangement furnished by the Company.
2. A tested Equipment and Conforming Answering Devices may be used with private line service subject to the provisions of A.15.1.3.D. of the General Exchange Guidebook.

(T)

## B2.TERMS AND CONDITIONS

(T)

## B2.6 Connections (Cont'd)

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

## D. Communications Systems

1. Communications systems may be connected (other than communications systems connected pursuant to B2.6.2 and B2.6.3 preceding) to private line service in accordance with the provisions of this Guidebook. These communications systems (including channels derived from such systems), not exceeding voice grade, may be connected at the Customer's or authorized user's premises where the customer, authorized user or joint user has a regular and continuing requirement for the origination or termination of communications over the communications system provided that:
  - a. The normal mode of operation of the communications systems shall be to provide communications originating or terminating at the premises on which the connection is made.
  - b. The connection shall be made through switching equipment provided either by the Customer, or authorized user or by the Company.
  - c. The connection shall be to channels of a Type lower than 6000 furnished by the Company or to channels created therefrom in accordance with the provisions of B2.2.6 preceding.
  - d. When the private line service is arranged as provided in B2.6.4 A 2 b. preceding, the connection is made through:
    - (1) a connecting arrangement, or
    - (2) registered or grandfathered terminal equipment, communications system, or protective circuitry which, either singularly or in combination assures that the requirements of Part 68 of the Federal Communications Commission's Rules and Regulations are met at the private line interface.

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

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

- e. When communications systems not subject to Part 68 of the Federal Communications Commission's Rules and Regulations are connected to private line services that are arranged as provided in B2.6.4 A 2 b. preceding and the connection is through (a) a connecting arrangement or (b) registered or grandfathered terminal equipment, communications system or protective circuitry which assures that all of the requirements of Part 68 of the Federal Communications Commission's Rules and Regulations are met at the private line service interface, no further action is required. However, when a customer elects to connect a communications system to private line service and the registered or grandfathered equipment, communications system or protective circuitry through which the connection is made does not provide protection for signal power control, the customer must comply with the following institutional procedures:
  - (1) The communications system must be installed, operated and maintained so that the signal power (within the frequency range of 200-4000 Hertz) at the private line service interface continuously complies with Part 68 of the Federal Communications Commission's Rules and Regulations.

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## B2. TERMS AND CONDITIONS

(T)

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

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

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

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

##### e. (Cont'd)

- (2) The operator(s)/maintainer(s) responsible for the establishment, maintenance and adjustment of the voice frequency signal power present at the private line service interface must be trained to perform these functions by successfully completing one of the following:

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

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

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

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

Upon request the customer is required to provide the proper documentation to demonstrate compliance with the requirements of this Guidebook.

(T)

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

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

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

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

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

##### f. Extraordinary Procedures

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

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

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## B2. TERMS AND CONDITIONS

(T)

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

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

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

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

##### f. Extraordinary Procedures (Cont'd)

##### (1) (Cont'd)

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

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

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

Disconnecting service

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

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

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

##### 2. (DELETED)

##### 3. Communications systems may be connected through connecting arrangements with Type 10001 Channels (Entrance Facilities) furnished for the purpose of extending the communications system to a premises of the customer or authorized user. The Type 10001 channel or channels created therefrom in accordance with the provisions of B2.2.6 preceding may be connected at such customer's or authorized user's premises to other communications systems in accordance with 1. preceding.

##### 4. At the customer's request and where a private line is arranged for joint use as set forth in B1.03.1.5, a joint user of such service may connect his own communications system to such jointly used private line on the same basis as set forth in A.2. and D.1. preceding and F. following.

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B2.TERMS AND CONDITIONS

(T)

## B2.6 Connections (Contd)

## B2.6.4 Connections of Terminal Equipment and Communications Systems not subject to the FCC Registration Program (Contd)

## D. Communications Systems (Contd)

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, or as set forth in 1.d. preceding.
  - f. All communications over the interconnected facilities shall be between the Customer and authorized user and relate directly to the Customer's business.

## E. Accessories

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



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## B2. TERMS AND CONDITIONS

(T)

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

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

##### F. 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 value 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 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 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. above.
  - b. The power in the band from 4,005 Hertz to 10,000 Hertz shall not exceed 16dB below one milliwatt.
  - c. The power in the band from 10,000 Hertz to 25,000 Hertz shall not exceed 24dB below one milliwatt.
  - d. The power in the band from 25,000 Hertz to 40,000 Hertz shall not exceed 36dB below one milliwatt.
  - e. The power in the band above 40,000 Hertz shall not exceed 50dB below one milliwatt.
3. Where there is connection to telecommunications services, to prevent the interruption or disconnection of a call, or interference with network control signaling, it is necessary that the signal applied by the equipment to the 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 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 amperes.
  - b. The magnitude of the peak of the conductor to ground voltage shall not exceed 70 volts.
  - 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.

## B2. TERMS AND CONDITIONS

(T)

## B2.6 Connections (Cont'd)

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

## F. Minimum Protection Criteria for Electrical Connections (Cont'd)

## 4. (Cont'd)

- 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:

For Frequencies Between	Weighting Factor
50 Hertz and 100 Hertz	$f^2/10^4$
100 Hertz and 300 Hertz	$f^3/10^{6.6}$

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. Voice or data terminal equipment (including telephotograph equipment) may be acoustically or inductively connected at the Customer's premises to a private line service provided the acoustic or inductive connection is made externally to the network control signaling unit when such unit is provided by the Company.
- b. Communications systems may be acoustically or inductively connected with private line service as specified herein provided the acoustic or inductive connection is made externally to the network control signaling unit when such unit is provided by the Company.
- c. Communications systems may be connected at premises of the Customer, authorized user, or joint user where the customer has a regular and continuing requirement for the origination or termination of communications over the communications system provided that:
  - (1) The normal mode of operation of the communications system shall be to provide communications originating or terminating at the premises on which the connection is made.
  - (2) The connection shall be to channels of a Type number lower than 6000 furnished by the Company.
- d. At the customer's request and where a private line is arranged for joint use as set forth in B3.1.5, a joint user of such service may acoustically or inductively connect a communications system to such jointly used private line on the same basis as set forth for the customer in b. preceding.
- e. A communications system may be acoustically or inductively connected at the premises of the authorized user with Company facilities for private line service, on which the authorized user has a station, provided that:
  - (1) The normal mode of operation of the communications system shall be to provide communications originating or terminating at the premises on which the connection is made.
  - (2) The customer has a regular and continuing requirement for communications originating or terminating at the authorized user's premises at which the connection is made.

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B2. TERMS AND CONDITIONS

(T)

## B2.6 Connections (Cont'd)

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

## G. Acoustic or Inductive Connections (Cont'd)

## 1. General (Cont'd)

## e. (Cont'd)

- (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.

- f. 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 equipment to the interface will be specified by the Company for each application to be consistent with the signal power allowed on the telecommunication network.
- b. To protect other services, it is necessary that the signal which is applied by the equipment to the interface located on the Customer's premises meet the following limits at the output of the network control signaling unit:
  - (1) The power in the band from 3,995 Hertz to 4,005 Hertz shall be at least 18dB below the power of the signal as specified in a. preceding.
  - (2) The power in the band from 4,005 Hertz to 10,000 Hertz shall not exceed 16dB below one m illiw att.
  - (3) The power in the band from 10,000 Hertz to 25,000 Hertz shall not exceed 24dB below one m illiw att.
  - (4) The power in the band from 25,000 Hertz to 40,000 Hertz shall not exceed 36dB below one m illiw att.
  - (5) The power in the band above 40,000 Hertz shall not exceed 50dB below one m illiw att.
- c. When there is connection to telecommunication service, to prevent the interruption or disconnection of a call, or interference with network control signaling, it is necessary that the signal applied by the equipment to the Company-provided voice transmitting and receiving equipment located on the Customer's premises be limited so that the signal at the output of the Company-provided voice transmitting and receiving equipment shall at no time have energy solely in the 2450 to 2750 Hertz band. If there is signal power at the output of the Company-provided voice transmitting and receiving equipment in the 2450 to 2750 Hertz band, it must not exceed the power present at the same time in the 800 to 2450 Hertz band.

## B2. TERMS AND CONDITIONS

(T)

### B2.6 Connections (Contd)

#### B2.6.5 Channel Derivation Devices

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

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

- A. Equipment-to-equipment connections, as defined in B2.6.1.F preceding, may be connected to telecommunications services when such arrangements are in compliance with Part 68 of the Federal Communications Commissions Rules and Regulations, this Section B2.6 and Section A15. of the General Subscriber Service Tariff.

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

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

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

(T)

## B2.TERMS AND CONDITIONS

(T)

## B2.6 Connections (Cont'd)

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

## A. (Cont'd)

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

B2.6.8 Connections of Certain Facilities of the U.S. Army, Navy, Air Force and NASA<sup>2</sup>

- A. Facilities of the U.S. Department of the Army, Navy or Air Force and of the National Aeronautics and Space Administration will be connected with services furnished by the Company, in lieu of the provisions of B2.6.3 and B2.6.4 D. preceding, as provided in 1. and 2. following, where the Secretary of the appropriate Department or his authorized representative, or the Administrator of the National Aeronautics and Space Administration, or an authorized representative, notifies the Company in writing that such connection is required for reasons of military necessity, or for the control of space vehicles. Such connections will be made by means of switching or connecting equipment furnished by the Company.

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

(T)

Note 2: The provisions in A15.1.10 B or A15.1.11 B as appropriate, of the General Exchange Guidebook apply to terminal equipment and communications systems connected to those private line services specified in B2.6.2 B. preceding.

(T)

## B2. TERMS AND CONDITIONS

(T)

## B2.6 Connections (Cont'd)

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

## A. (Cont'd)

1. Telecommunications facilities of the aforesaid Departments or Administration will be connected to private line services furnished by the Company for voice transmission and utilizing a Series 2000 channel for communications with stations associated with such services; provided, however, that such Department or Administration facilities will not be connected to a local or toll central office line to form a through connection except in cases of emergency involving safety of life or property, unless such facilities are provided in locations where it is impracticable for the Company to furnish its services.
2. Teletypewriter, 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. Terminal equipment and communications systems connected to the private line services specified in B2.6.2.A. preceding in accordance with 1. and 2. preceding prior to January 1, 1980 may remain connected and be moved and reconnected for the life of the equipment without registration unless subsequently modified. New installations of terminal equipment or communications systems subject to Part 68 of the Federal Communications Commission's Rules and Regulations connected to such private line services must meet the requirements of Part 68 of the Federal Communications Rules and Regulations.
4. Effective May 1, 1983, new installations of or additions to terminal equipment and communications systems subject to Part 68 of the Federal Communications Commission's Rules and Regulations, connected to the private line services specified in B2.6.2.B. or C. preceding in accordance with 1. and 2. preceding, must meet the requirements of Part 68 of the Federal Communications Commission's Rules and Regulations.

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

- A. A private line furnished by the Company or by the Company and its Other Carriers may be connected to another private line furnished by the Company or by the Company and its Other Carriers or to another service provided by the Company as specified in B. through I. and B2.6.10 following.
- B. 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 or joint user; (2) at the premises of an authorized user with a common service point on both private lines.
- C. All connections will be made through connecting arrangements or channel switching arrangements or through switching equipment provided by the customer, joint user or authorized user, except as otherwise provided in D., E., and I. following.
- D. Channels created by the customer, authorized user or joint user in accordance with the provisions of B2.2.6.B. preceding may be connected at the Customer's, authorized user's or joint user's premises:
  1. To channels furnished by the Company and to channels created therefrom as authorized in B2.2.6.B. preceding.  
The connection of channels specified preceding is subject to the terms and conditions contained in B2.6.1, 2., and 3., and B. preceding.

(T)

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

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## B 2 . T E R M S A N D C O N D I T I O N S

(T)

### B 2 . 6 C o n n e c t i o n s ( C o n t d )

#### B 2 . 6 . 9 C o n n e c t i o n s o f S e r v i c e s F u r n i s h e d b y t h e C o m p a n y t o t h e S a m e C u s t o m e r ( C o n t d )

##### D . ( C o n t d )

2. To a Type 10001 channel furnished by the Company, and to channels created therefrom as authorized in B 2 . 2 . 6 . B . preceding.

The connection of channels specified above is subject to the terms and conditions contained in B 2 . 6 . 1 , B 2 . 6 . 2 , B 2 . 6 . 3 , and B 2 . 6 . 4 as appropriate.

(T)

3. To station apparatus provided by the Company as a part of a service provided by the Company to the same customer or to a local or toll central office line or W A T S access line through such station apparatus.

The connection described above is subject to the terms and conditions specified in the General Exchange Guidebook as appropriate.

(T)

- E . 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 arrangement, to a local or toll central office line or W A T S access line to form a through connection over the private and exchange lines where facility and conditions permit. It is not contemplated that more than one such type of connection will be established simultaneously and transmission is not represented as adapted to more than one such connection of the combined facilities at one time.

- F . Where terminal equipment or communications systems involve connection to a Type 2230 or Type 10001 channel, such channels may also be connected either on the premises of a customer or authorized user or through Centrex Control Switching Equipment which serves the premises of the customer or authorized user, to a local or toll central office line or W A T S access line to form a through connection. When the connection is made on the premises of the customer or authorized user, such connection shall be through switching equipment and shall be made in accordance with the terms and conditions contained in B 2 . 6 . 1 preceding and the rates, terms and conditions specified in the General Exchange Guidebook.

(T)

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

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

1. The normal mode of operation of the communications system shall be to provide communications originating or terminating at the premises on which the connection is made or at the customer's or authorized user's premises served by the Centrex Control Switching Equipment.
2. When the connection is made on the premises of the customer or authorized user, the connection shall be made through switching equipment.
3. The connection shall be to channels of a Type number lower than 6000, to Series 10000 channels furnished by the Company or to channels created therefrom in accordance with the provisions of B 2 . 2 . 6 . B . preceding.

- I . Series 1000 channels may be connected at the customer's premises to a local or toll central office or a W A T S access line through switching equipment. The connection shall be in accordance with B 2 . 6 . 3 .

## B2. TERMS AND CONDITIONS

(T)

## B2.6 Connections (Cont'd)

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

- A. A private line furnished to a customer on a twenty-four hour per day, seven day per week basis may be connected:
1. With a private line furnished to a branch or agency of the United States Government for the purposes specified under B. through D. following, provided such connection is authorized by the branch or agency to whose service the connection is made and connections are made by means of connecting or switching arrangements furnished by the Company, or,
  2. With a private line, local or toll central office line or WATS access line furnished to a different customer provided such connection is made at the premises of an authorized user or joint user as specified in E. through H. following, or,
  3. As specified under I. through L. following when connections involve (1) Series 6100 (6000) channels, (2) the use of service as related to the coordination or exchange of electrical pooled power, (3) channels of a Type number lower than 6000 when these are furnished for data transmission to one customer with connection to channels created by another customer.
  4. As specified in M. following when private line service is furnished to a state or local government agency and to a United States Government agency, or connections as specified in B. through M. following will be provided only when the same type of channels, (except when local or toll central office or WATS lines as set forth in F. and H. following are involved) are connected and the same forms of electrical communication are used over the connected channels.
- B. Where the private line is furnished to the Government for teletypewriter transmission for the collection and dissemination of (1) weather information, (2) miscellaneous airways information pertaining to the supervision of the flight of aircraft along the civil airways or (3) agricultural and farm market information, connection may be made as follows:
1. Receiving Only Service - for reception of weather and miscellaneous airways information and agricultural and farm market information transmitted over the Government service to which it is connected.
  2. Sending and Receiving Service - for transmission of flight plans to and 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. A private line furnished to a customer may be connected to a private line furnished to a different customer and both private lines may be utilized by a joint user as set forth in B103.1.5, provided that:
1. The connection is made at the premises of a party who is a joint user on both of the private lines.
  2. Such connections will be through switching equipment.
  3. When the private lines are so connected, all communications over the interconnected facilities shall be to or from the joint user and relate directly to his business.
- F. A joint user of a private line, as set forth in B103.1.5, may connect a local or toll central office line, WATS access line or private line provided to him as a customer to that private line on which he is a joint user provided that:
1. The connection is made at the premises of the joint user.

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## 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)

## F. (Cont'd)

2. Such connection will be made through switching equipment.
3. When the connection involves a local or toll central office line or WATS access line, the connection shall be such that the functions of network control signaling are performed by equipment furnished, installed and maintained in compliance with A15.1.3 and B2.6.4 A.2 b. as appropriate.
4. When the private line is connected with the local or toll central office line or WATS access line, all communications over the interconnected facilities shall be to or from the joint user and relate directly to his business.
5. Such private lines shall include channels created by the customer in accordance with B2.2.6 B. preceding.

## 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.
4. 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 function of network control signaling is performed by equipment furnished, installed and maintained by the Company.
4. Such private lines shall include channels created by the customer in accordance with B2.2.6 B. preceding.

## I. Private Lines for audio transmission may be connected as provided for Series 6100 channels in B103. following.

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

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

## L. Private lines for teletypewriter transmission furnished to the U.S.A. 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.

## M. 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. TERMS AND CONDITIONS

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### B2.6 Connections (Contd)

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

A. A communications system provided by an Other Carrier (listed in C. following) referred to as the OC, to a customer, authorized user or joint user of private line services furnished by the Company may be connected at the premises of the customer, authorized user or joint user to the channels of a private line service furnished by the Company where the customer, authorized user or joint user has a regular and continuing requirement for the origination or termination of communications over the OC-provided communications system provided that:

1. The normal mode of operation of the OC-provided communications system shall be to provide communications originating or terminating at the premises at which the connection is made.
2. The private line service furnished by the Company shall be voice grade.
3. Where the connection of an OC-provided communications system is by means of a direct electrical connection, such connection shall be made:
  - a. Through switching equipment; or
  - b. Through a channel derivation device
4. Where such connection is made through a channel derivation device as specified in b. preceding, the "regular and continuing requirement for the origination or termination of communications" provision in 1. preceding and the provision of A. preceding are not applicable.
5. When the connection is by means of switching equipment, such switching equipment and the facilities provided by the OC shall be treated as a customer-provided communications system and the terms and conditions in B2.6.1 through B2.6.4 preceding, as applicable to the connection of a communications system shall apply. (T)
6. When the connection is by means of a channel derivation device, such channel derivation device and the facilities provided by the Other Participating Carrier shall be treated as a communications system and the terms and conditions applicable to the connection of communications systems as set forth in B2.6 shall apply with the exception of provisions of B2.6.4 D.1 a. and b. and B2.6.4 D.2. (T)
7. Where the connection of an OC-provided communications system is by means of an acoustic or inductive connection, such connection shall be made externally to Company-provided voice transmitting and receiving equipment.
8. Where the customer of such OC is an authorized user of a private line service furnished by the Company and such connection is made at the authorized user's premises, all communications over the interconnected facilities shall be between the authorized user and the Company's customer and be related directly to the Company's customer's business.
9. Connections shall be made only if the forms of electrical communications 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.
10. All arrangements concerning such OC services shall be made by the customer with that carrier. The furnishing of private line services by the Company as set forth preceding is not part of a joint undertaking with the OC.
11. Where private line services furnished by the Company are used in the provision of a composite data service for others and connection of those private line services is made to a communications system provided by an OC and the connection is made through data switching equipment, the terms and conditions specified in 1. and 5. preceding are not applicable. (T)

B2. TERMS AND CONDITIONS

B2.6 Connections (Cont'd)

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

B. Communications systems (utilizing Central Office Connecting Facilities), not exceeding voice grade, provided by an O.C. (excluding International Record Carriers listed therein) to a customer may be connected at the premises of the Company with private line service provided by the Company to the same customer, provided the connection is made through Centrex Control Switching Equipment furnished in accordance with Centrex Type Services provisions of the General Exchange Guidebook.

B2.6.12 Trouble Location Charge

The customer shall be responsible for payment of a nonrecurring charge for each visit by the Company to the premises of the customer or authorized or joint users, or O.C. listed in B2.6.11 preceding, where the service difficulty or trouble report results from the use of equipment or facilities provided by the customer or his authorized users or joint users or O.C.

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	\$36.50	\$18.75	NA
(b) Overtime, outside of normally scheduled working hours on a scheduled workday	41.00	20.00	NA
(c) Premium Time, outside of scheduled work day	43.47	22.30	NA

B2.6.13 Reserved for Future Use

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## B2. TERMS AND CONDITIONS

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

#### B2.6.14 Connections of Test Equipment

##### A. Totally Protective Connections

1. Test equipment may be connected to those private line services specified in B2.6.2 preceding at the premises of the customer through registered or grandfathered terminal equipment, protective circuitry, or communications systems subject to Part 68 of the Federal Communications Commission's Rules and Regulations which, either singularly or in combination, assures that all of the requirements of Part 68 of the Federal Communications Commission's Rules and Regulations (total protection) are met at the private line service interface.
2. Test equipment may be connected to those private line services specified in B2.6.4 A.2. preceding at the premises of the customer either (1) directly at the private line service interface, or (2) through other equipment, provided that the minimum protection criteria specified in B2.6.4 F preceding is continually met at the private line service interface.

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

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

1. The test equipment is limited to transmission signal power generating and/or detection devices, or similar devices, utilized by the Customer for the detection and/or isolation of a communications service fault.
2. The test equipment is of a type that was lawfully directly connected to private line service as of March 6, 1981. Such test equipment may remain connected, be moved or reconnected during the life of the test equipment unless it has been subsequently modified.
3. Direct connection of test equipment or connections through Company-provided terminal equipment, or communications systems subject to Part 68 of the Federal Communications Commission's Rules and Regulations are made through Company-provided jacks or as otherwise authorized by the Company.
4. Test equipment must be operated in accordance with the Institutional Procedures for Signal Power Control as specified in C. following.

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## B2. TERMS AND CONDITIONS

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

#### B2.6.14 Connections of Test Equipment (Cont'd)

##### B. Interim Program for Connections of Test Equipment (Cont'd)

5. The Customer notifies the Company of each private line service at each premises to which the test equipment will be connected in advance of the initial connection. The Customer must also notify the Company when such test equipment is permanently disconnected at each premises.

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

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

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

- c. Advance notice must be given to the Company in the form of a notarized affidavit before the initial connection of the test equipment at each premises after April 9, 1981. A copy of the affidavit must also be maintained at the Customer's premises. The affidavit must contain the following information:
  - (1) The full name, business address, business telephone number and signature of the Customer or authorized representative who has responsibility for the operation of the test equipment.
  - (2) The line(s) to which the test equipment will be either connected to or arranged for connection to.
  - (3) A statement that all operations associated with the establishment, maintenance and adjustment of the test equipment signal power present at the private line service interface will comply with Subpart D of Part 68 of the Federal Communications Commission's Rules and Regulations.
  - (4) A statement describing how each operator of the test equipment will meet and continue to meet the training requirements for persons installing, connecting, adjusting or maintaining the test equipment.

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B2. TERMS AND CONDITIONS

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## B2.6 Connections (Cont'd)

## B2.6.14 Connections of Test Equipment (Cont'd)

## C. Institutional Procedures for Signal Power Control (Cont'd)

## 2. Extraordinary Procedures

- a. The Company may invoke extra-ordinary procedures to protect the telecommunications network where one or more of the following conditions are present:
  - (1) Information provided in the affidavit gives reason to believe that a violation of Part 68 of the Federal Communications Commission's Rules and Regulations or the Institutional Procedures set forth in 1. preceding is likely.
  - (2) Harm has occurred and there is reason to believe this harm was a result of operations performed under the Institutional Procedures set forth in 1. preceding.
- b. The extra-ordinary procedures, which can be invoked by the Company, include:
  - (1) Requiring the use of protective apparatus which either protects solely against excessive signal power or which assures that all of the requirements of Part 68 of the Federal Communications Commission's Rules and Regulations are met at the private line service interface.
  - (2) Disconnecting service.
- c. A charge equal to the Maintenance of Service charge will apply when:
  - (1) It is necessary to send a repair person to the premises where the test equipment is connected because a condition as set forth in a. preceding exists, and
  - (2) A failure to comply with the Institutional Procedures for signal power control is disclosed.

## B2.7 Special Promotions

## B2.7.1 Terms and Conditions

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- A. The Company may offer special promotions of new or existing services or products for limited periods. These promotions will be offered on a completely non-discriminatory basis with each subscriber in the classification of service and area for which the promotion is offered having an equal opportunity for participation, subject to the availability of products, services and facilities.

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## B2.8 Reserved for Future Use

## B2.9 Reserved for Future Use

## B2.10 Reserved for Future Use

## B2. TERMS AND CONDITIONS

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### B2.11 Trademarks and Servicemarks Protection

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

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

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### B2.12 Reserved for Future Use

### B2.13 Reserved for Future Use

### B2.14 Customer Agents

#### B2.14.1 General

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

#### B2.14.2 Responsibility of the Agent

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

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#### B2.14.3 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 authorized 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. In the event the Company determines that the agent has submitted orders or inquiries without specific authorization, the Company will not accept orders or inquiries from the agent without specific proof of proper authorization. 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.

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## B2. TERMS AND CONDITIONS

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### B2.15 Demarcation Point

#### B2.15.1 General

##### A. Demarcation Point Location

1. The demarcation point is comprised of a Company-provided Network Interface (NI) jack and is located on a customer's premises in accordance with 2. and 3. following.
2. Single Family Residence - The normal location of the demarcation point is at an Outdoor Network Interface (ONI) jack affixed to the exterior of the residence. If the subscriber so requests, the demarcation point will be located inside the residence at the facilities entry point or as close to that point as practicable.
3. Other Buildings
  - a. Where a subscriber has provided a telephone equipment room at the premises, the equipment room will be considered the most practicable point of demarcation, unless the subscriber requests a demarcation point location that is closer to the facilities entry point.
  - b. If the owner of a multi-tenant property (one or more buildings on the same contiguous property as defined in North Carolina Utilities Commission Rules R14-2) requests that the Company place or relocate the demarcation point for all tenants/subscribers to one or more points which are located remotely from the tenants/subscribers' premises, such requests will be accommodated if all known tenants/subscribers agree to such an arrangement and if appropriate facility arrangements can be made. The appropriate charges will apply, as specified in this Section, to the party or parties who request the relocation. If the placement or relocation is at the request of the tenants/subscribers, such request will be accommodated if the building owner agrees with the arrangement and if appropriate facility arrangements can be made. The appropriate charges will apply, as specified in this Section, to the party or parties who request the relocation.
  - c. Single Tenant, Single Floor - Where customer line requirements can be accommodated with an Outdoor Network Interface (ONI), an ONI will be affixed to the exterior of the building. Where customer requirements cannot be accommodated with an ONI, or where the customer requests an interior demarcation point, the demarcation point will be located at the facilities entry point.
  - d. Single Tenant, Multi-floor - One demarcation point will be established on each floor of the building, located at the facilities entry point, unless the subscriber requests a lesser number of demarcation points.

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B2.TERMS AND CONDITIONS

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## B2.15 Demarcation Point (Cont'd)

## B2.15.1 General (Cont'd)

## A. Demarcation Point Location (Cont'd)

## 3. Other Buildings (Cont'd)

- e. Multi-tenant Buildings - One demarcation point will be established at the facilities entry point in each tenant's premises, except as specified in paragraph b. preceding. Where one subscriber occupies multiple floors, one demarcation point will be established on each floor at the facilities entry point, unless the subscriber requests a lesser number of demarcation points.
- f. Campus-type properties - Demarcation points will be established in each building on campus properties, in accordance with the preceding.

## B2.15.2 Definitions

## DEMARCATION POINT

The demarcation point is the point at which the Company's facilities end and the customer's premises wiring begins.

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## PREMISES

The premises is the discrete real property owned, leased or controlled by a subscriber for the subscriber's own residential or business use.

## FACILITIES ENTRY POINT

The facilities entry point is a point within twelve inches, or as close to that point as practicable, to where the Company's cable or wire first enters a customer's premises through a wall, floor, ceiling or conduit.