

2. GENERAL REGULATIONS

2.1 Undertaking of the Telephone Company

2.1.1 Scope

- (A) The Telephone Company does not undertake to transmit messages under this catalog.
- (B) The Telephone Company shall be responsible only for the installation, operation and maintenance of the services it provides.
- (C) The Telephone Company will, for maintenance purposes, test its service only to the extent necessary to detect and/or clear troubles.
- (D) Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this catalog.
- (E) The Telephone Company does not warrant that its facilities and services meet standards other than those set forth in this catalog.

2.1.2 Limitations

(A) Assignment or Transfer of Services

The customer may assign or transfer the use of services provided under this catalog only where there is no interruption of use or relocation of the services. Such assignment or transfer may be made to:

- (1) another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or

2. GENERAL REGULATIONS (Continued)2.1 Undertaking of the Telephone Company (Continued)

2.1.2 Limitations (Continued)

(A) Assignment or Transfer of Services (Continued)

- (2) a court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer. This acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this catalog shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

(B) Use and Restoration of Services

The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2. GENERAL REGULATIONS (Continued)2.1 Undertaking of the Telephone Company (Continued)

2.1.2 Limitations (Continued)

(C) Sequence of Provisioning

Subject to compliance with the rules mentioned in (B) preceding, the services offered herein will be provided to customers on a first-come, first-served basis.

The first-come, first-served sequence shall be based upon the received time and date recorded, by stamp or other notation, by the Telephone Company on customer access orders. These orders must contain all the information as required for each respective service as delineated in other sections of this catalog. Customer orders shall not be deemed to have been received until such information is provided. Should questions arise which preclude order issuance due to missing information or the need for clarification, the Telephone Company will attempt to seek such missing information or clarification on a verbal basis.

2.1.3 Liability

(A) Limits of Liability

The Telephone Company's liability, if any, for its willful misconduct is not limited by this catalog. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, and subject to the provisions of (B) through (G) following, the Telephone Company's liability if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this catalog as a Credit Allowance for a Service Interruption.

2. **GENERAL REGULATIONS** (Continued)2.1 Undertaking of the Telephone Company (Continued)

2.1.3 Liability (Continued)

(B) Acts or Omissions

The Telephone Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Telephone Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.

(C) Damages to Customer Premises

The Telephone Company is not liable for damages to the customer premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Telephone Company's negligence.

(D) Indemnification of Telephone Company(1) By the End User

The Telephone Company shall be indemnified, defended and held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this catalog, involving:

- (A) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications;

2. **GENERAL REGULATIONS** (Continued)2.1 **Undertaking of the Telephone Company** (Continued)

2.1.3 Liability (Continued)

(D) **Indemnification of Telephone Company** (Continued)(1) **By the End User** (Continued)

(B) Claims for patent infringement arising from the end user's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end users or customer or;

(C) All other claims arising out of any act or omission of the end user in the course of using services provided pursuant to this catalog.

(2) **By the Customer**

The Telephone Company shall be indemnified, defended and held harmless by the customer against any claim, loss or damage arising from the customer's use of services offered under this catalog, involving:

(A) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;

(B) Claims for patent infringement arising from the customer's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or customer or;

(C) All other claims arising out of any act or omission of the customer in the course of using services provided pursuant to this catalog.

2. GENERAL REGULATIONS (Continued)2.1 Undertaking of the Telephone Company (Continued)

2.1.3 Liability (Continued)

(E) Explosive Atmospheres

The Telephone Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Telephone Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to such customer's use of services so provided.

(F) No License Granted

No license under patents (other than the limited license to use) is granted by the Telephone Company or shall be implied or arise by estoppel, with respect to any service offered under this catalog. The Telephone Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this catalog and will indemnify such customer for any damages awarded based solely on such claims.

(G) Circumstances Beyond the Telephone Company's Control

The Telephone Company's failure to provide or maintain services under this catalog shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in 2.4.4 following.

2. GENERAL REGULATIONS (Continued)2.1 Undertaking of the Telephone Company (Continued)

2.1.4 Provision of Services

The Telephone Company will provide to the customer, upon reasonable notice, services offered in other applicable sections of this catalog at rates and charges specified therein. Services will be made available to the extent that such services are or can be made available with reasonable effort, and after provision has been made for the Telephone Company's telephone exchange services.

2.1.5 Facility Terminations

The services provided under this catalog will include any entrance cable or drop wiring and wire or intrabuilding cable to that point where provision is made for termination of the Telephone Company's outside distribution network facilities at a suitable location inside a customer-designated premises. Such wiring or cable will be installed by the Telephone Company to the Point of Termination.

2.1.6 Service Maintenance

The services provided under this catalog shall be maintained by the Telephone Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Telephone Company, other than by connection or disconnection to any interface means used, except with the written consent of the Telephone Company.

2. GENERAL REGULATIONS (Continued)2.1 Undertaking of the Telephone Company (Continued)

2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Telephone Company may, where such action is reasonably required in the operation of its business, substitute, change or rearrange any facilities used in providing service under this catalog. Such actions may include, without limitation:

- substitution of different metallic facilities,
- substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities,
- substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities,
- substitution of fiber or optical facilities,
- change of minimum protection criteria,
- change of operating or maintenance characteristics of facilities, or
- change of operations or procedures of the Telephone Company.

In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as set forth in Section 6. following. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Telephone Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Telephone Company will work cooperatively with the customer to determine reasonable notification procedures.

2. GENERAL REGULATIONS (Continued)**2.1 Undertaking of the Telephone Company** (Continued)**2.1.8 Refusal and Discontinuance of Service**

(A) If a customer fails to comply with 2.1.6 preceding (Service Maintenance) or 2.3.1, 2.3.4, 2.3.6, 2.4.1 or 2.5 following (respectively, Damages, Availability for Testing, Balance, Payment Arrangements, Connections) including any customers failure to make payments on the date and times therein specified, the Telephone Company may, on thirty (30) days written notice to the customer by Certified U.S. Mail, take the following actions:

- refuse additional applications for service and/or refuse to complete any pending orders for service, and/or
- discontinue the provision of service to the customer.

In the case of discontinuance all applicable charges, including termination charges, shall become due.

(B) If a customer fails to comply with 2.2.2 following (Unlawful and Abusive Use), the Telephone Company may, upon written request from a customer, or another exchange carrier, terminate service to any subscriber or customer identified as having utilized service provided under this catalog in the completion of abusive or unlawful telephone calls. Service shall be terminated by the Telephone Company as provided for in its general and/or local exchange service tariffs.

In such instances when termination occurs the Telephone Company shall be indemnified, defended and held harmless by any customer or Exchange Carrier requesting termination of service against any claim, loss or damage arising from the Telephone Company's actions in terminating such service, unless caused by the Telephone Company's negligence.

2. GENERAL REGULATIONS (Continued)**2.1 Undertaking of the Telephone Company** (Continued)**2.1.8 Refusal and Discontinuance of Service** (Continued)

- (C) Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R. Section 68.108, if the customer fails to comply with 2.2.1 following (Interference or Impairment), the Telephone Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, the Telephone Company may temporarily discontinue service forthwith if such action is reasonable in the circumstances. In case of such temporary discontinuance, the customer will be notified promptly and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in 2.4.4 following is not applicable.
- (D) When access service is provided by more than one Telephone Company, the companies involved in providing the joint service may individually or collectively deny service to a customer for nonpayment. Where the Telephone Company(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Service, such other Telephone Company(s) will, if technically feasible, assist in denying the joint service to the customer. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff/catalog provisions, the tariff/catalog regulations of the end office Telephone Company shall apply for joint service discontinuance.

2. GENERAL REGULATIONS (Continued)2.1 Undertaking of the Telephone Company (Continued)

2.1.8 Refusal and Discontinuance of Service (Continued)

- (E) If the Telephone Company does not refuse additional applications for service and/or does not discontinue the provision of the services as specified for herein, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service and/or to discontinue the provision of the services to the non-complying customer without further notice.
- (F) The Telephone Company may refuse service where it is not the carrier of last resort.

2. GENERAL REGULATIONS (Continued)2.1 Undertaking of the Telephone Company (Continued)

2.1.9 Notification of Service-Affecting Activities

The Telephone Company will provide the customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to the following:

- equipment or facilities additions,
- removals or rearrangements,
- routine preventative maintenance, and

Generally, such activities are not individual customer service specific, but may affect many customer services. No specific advance notification period is applicable to all service activities. The Telephone Company will work cooperatively with the customer to determine reasonable notification requirements.

2.1.10 Coordination with Respect to Network Contingencies

The Telephone Company intends to work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2.1.11 Reserved for Future Use

2. GENERAL REGULATIONS (Continued)**2.1 Undertaking of the Telephone Company** (Continued)**2.1.12 Special Construction**

Subject to the arrangement of the Company and to all of the regulations contained in this catalog, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special Construction is that construction undertaken and characterized by one or more of the following:

- 2.1.12.A where facilities are not presently available and there is no other requirement for the facilities so constructed;
- 2.1.12.B of a type other than that which the Company would normally utilize in the furnishing of its services;
- 2.1.12.C where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- 2.1.12.D where facilities are requested in a quantity greater than that which the Company would normally construct;
- 2.1.12.E where installation is on an expedited basis;
- 2.1.12.F on a temporary basis until permanent facilities are available;
- 2.1.12.G installation involving abnormal costs; or
- 2.1.12.H in advance of its normal construction schedules.

Special construction charges will be determined as described in Section 7 following.

2. GENERAL REGULATIONS (Continued)**2.2 Use****2.2.1 Interference or Impairment**

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Telephone Company and associated with the facilities utilized to provide services under this catalog shall not:

- interfere with or impair service over any facilities of the Telephone Company, its affiliated companies, or its connecting and concurring carriers involved in its services,
- cause damage to their plant,
- impair the privacy of any communications carried over their facilities, or
- create hazards to the employees of any of them or the public.

2.2.2 Unlawful and Abusive Use

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

Abusive use includes:

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

2. GENERAL REGULATIONS (Continued)**2.3 Obligations of the Customer****2.3.1 Damages**

The customer shall reimburse the Telephone Company for damages to Telephone Company facilities utilized to provide services under this catalog caused by the negligence or willful act of the customer or resulting from the customer's improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Telephone Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Telephone Company for the damages to the extent of such payment.

2.3.2 Ownership of Facilities and Theft

Facilities utilized by the Telephone Company to provide service under the provisions of this catalog shall remain the property of the Telephone Company. Such facilities shall be returned to the Telephone Company by the customer, whenever requested, within a reasonable period. The equipment shall be returned in as good condition as reasonable wear will permit.

2. GENERAL REGULATIONS (Continued)**2.3 Obligations of the Customer** (Continued)**2.3.3 Equipment Space and Power**

The customer shall furnish or arrange to have furnished to the Telephone Company, at no charge, equipment space and electrical power required by the Telephone Company to provide services under this catalog at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the Telephone Company. The customer shall also make necessary arrangements in order that the Telephone Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Telephone Company facilities used to provide services.

2.3.4 Availability for Testing

Access to facilities used to provide services under this catalog shall be available to the Telephone Company at times mutually agreed upon in order to permit the Telephone Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. As set forth in 2.4.4(C)(4) following, no credit will be allowed for any interruptions involved during such tests and adjustments.

2.3.5 Reserved for Future Use

2. GENERAL REGULATIONS (Continued)**2.3 Obligations of the Customer** (Continued)**2.3.6 Balance**

All signals for transmission over the facilities used to provide services under this catalog shall be delivered by the customer balanced to ground except for ground start, duplex (DX) and McCulloch-Loop.

2.3.7 Design of Customer Services

Subject to the provisions of 2.1.7 preceding (Changes and Substitutions), the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Telephone Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.3.8 References to the Telephone Company

The customer may advise end users that certain services are provided by the Telephone Company in connection with the service the customer furnishes to end users; however, the customer shall not represent that the Telephone Company jointly participates in the customer's services.

2. GENERAL REGULATIONS (Continued)**2.3 Obligations of the Customer** (Continued)**2.3.9 Claims and Demands for Damages**

- (A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this catalog, any circuit, apparatus, system or method provided by the customer.
- (B) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses and damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Telephone Company's services provided under this catalog including, without limitation, Worker's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.
- (C) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the customer or third parties arising out of any act of omission of the customer in the course of using services provided under this catalog.

2. GENERAL REGULATIONS (Continued)2.3 Obligations of the Customer (Continued)

2.3.10 Coordination with Respect to Network Contingencies

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

2.3.11 Jurisdictional Reports and Certification Requirements

(A) Certification Requirements – Special Access

When the Customer orders Special Access Service, and the Customer certifies to the Telephone Company in writing that ten percent or greater of the traffic is interstate, the service is considered to be interstate and is provided under this Catalog. Following initial certification, should the jurisdictional nature of the Customer's Special Access Service change, the Customer should inform the Telephone Company in writing of the change. The effective date of the change will be the date the Telephone Company receives the Customer's notice of change.

If a dispute arises concerning the certification of projected interstate traffic as described above, the Telephone Company will ask the Customer to provide the data the Customer used to determine that ten percent or greater of the traffic is interstate. The Customer shall supply the data within thirty (30) days of the Telephone Company's request. If the reply results in a jurisdictional change of a Special Access Service, the effective date of the change will be date the Telephone Company received the Customer's reply.

2. GENERAL REGULATIONS (Continued)**2.4 Payment Arrangements and Credit Allowances****2.4.1 Payment of Rates, Charges and Deposits****(A) Deposits**

The Telephone Company will only require a customer which has a proven history of late payments to the Telephone Company or does not have established credit, to make a deposit prior to or at any time after the provision of a service to the customer. No such deposit will be required of a customer which is a successor of a company which has established credit and has no history of late payments to the Telephone Company. Such deposit will not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the customer from complying with the Telephone Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded.

Such a deposit will be refunded or credited to the account when the customer has established credit or, in any event, after the customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the customer. In case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive interest at the same percentage rate as that set forth in (C)(2)(a) or in (C)(2)(b) following, whichever is lower.

2. **GENERAL REGULATIONS** (Continued)

2.4 **Payment Arrangements and Credit Allowances** (Continued)

2.4.1 Payment of Rates, Charges and Deposits (Continued)

(B) **Bill Dates**

The Telephone Company shall bill all charges incurred by and credits due to the customer under this catalog attributable to services established or discontinued. In addition, the Telephone Company shall bill in advance charges for all services to be provided during the ensuing billing period except for the Federal Government which will be billed in arrears. The bill day (i.e., the billing date of a bill for a customer for Access Service under this catalog), the period of service each bill covers and the payment date will be as follows:

2. **GENERAL REGULATIONS** (Continued)2.4 **Payment Arrangements and Credit Allowances** (Continued)

2.4.1 Payment of Rates, Charges and Deposits (Continued)

(B) **Bill Dates** (Continued)

(1) Access Services

The Telephone Company will establish a bill day each month for each customer account.

The bill will cover non-usage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods after the last bill day through the current bill day. Any known unbilled adjustments will be applied to this bill. Payment for such bills is due in immediately available funds by the payment date, as set forth in (C) following. If payment is not received by the payment date, a late payment penalty will apply as set forth in (C) following.

2. **GENERAL REGULATIONS** (Continued)2.4 **Payment Arrangements and Credit Allowances** (Continued)

2.4.1 Payment of Rates, Charges and Deposits (Continued)

(C) **Payment Dates and Late Payment Penalties**

- (1) All bills dated as set forth in (B)(2) preceding for service provided to the customer by the Telephone Company are due 31 days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If the customer does not receive a bill at least 20 days prior to the 31 day payment due date, then the bill shall be considered delayed. When the bill has been delayed, upon request of the customer the due date will be extended by the number of days the bill was delayed. Such request of the customer must be accompanied with proof of late bill receipt.

2. **GENERAL REGULATIONS** (Continued)

2.4 Payment Arrangements and Credit Allowances (Continued)

2.4.1 Payment of Rates, Charges and Deposits (Continued)

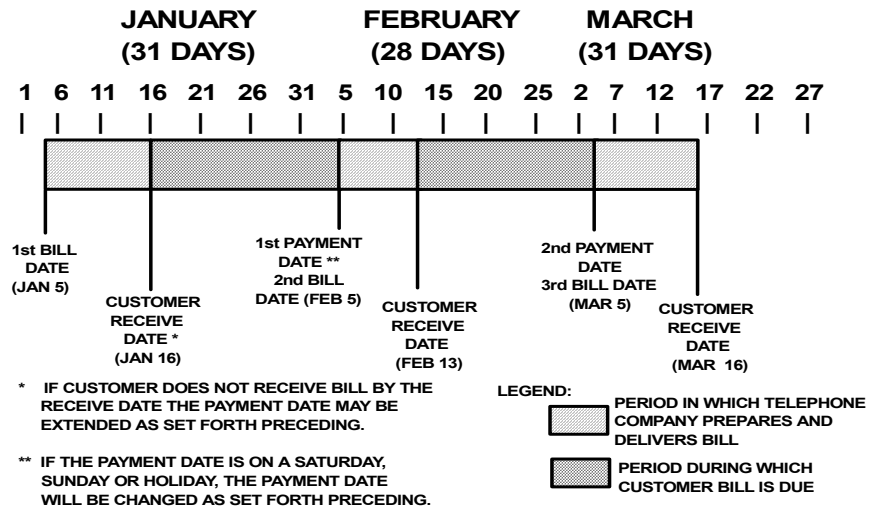
(C) Payment Dates and Late Payment Penalties (Continued)

(1) (Continued)

If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the customer as follows:

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

EXAMPLE: CALCULATION OF PAYMENT DATES



2. **GENERAL REGULATIONS** (Continued)



2.4 Payment Arrangements and Credit Allowances (Continued)

2.4.1 Payment of Rates, Charges and Deposits (Continued)

(C) Payment Dates and Late Payment Penalties (Continued)

(2) Further, if no payment is received by the payment date or if a payment or any portion of a payment is received by the Telephone Company after the payment date, then subject to billing and systems availability, a Late Payment Charge shall be due to the Telephone Company. The Late Payment Charge shall be the payment or the portion of the payment not received by the payment date times a late factor.

(C)

The late factor shall be 1.5% per month or portion thereof applied from the 31st calendar day after the payment date to and including the date that the Company actually receives the payment. The Late Payment Charge shall be assessed monthly, based on the delinquent balance maintained on the account at the time.

(C)

(D) Billing Disputes Resolved in Favor of the Telephone Company

Late payment charges will apply to amounts withheld pending settlement of the dispute. Late payment charges are calculated as set forth in (C)(2) preceding except that when the customer disputes the bill on or before the payment date and pays the undisputed amount on or before the payment date, the penalty interest period shall not begin until 10 days following the payment date.

2. GENERAL REGULATIONS (Continued)**2.4 Payment Arrangements and Credit Allowances** (Continued)**2.4.1 Payment of Rates, Charges and Deposits** (Continued)**(E) Billing Disputes Resolved in Favor of the Customer**

If the customer pays the total billed amount and disputes all or part of the amount, the Telephone Company will refund any overpayment. In addition, the Telephone Company will pay to the customer penalty interest on the overpayment. When a claim is filed within 90 days of the due date, the penalty interest period shall begin on the payment date. When a claim is filed more than 90 days after the due date, the penalty interest period shall begin from the date of the claim or the date of overpayment, whichever is later.

The penalty interest period shall end on the date that the Telephone Company actually refunds the overpayment to the customer. The penalty interest rate shall be the lesser of:

- (1) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the first date to and including the last date of the period involved, or
- (2) 0.000292 per day, compounded daily for the number of days from the first date to and including the last date of the period involved.

(F) Proration of Charges

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this catalog will be prorated to the number of days based on a 30 day month. The Telephone Company will, upon request, furnish within 30 days of a request and at no charge to the customer such detailed information as may reasonably be required for verification of any bill.

2. GENERAL REGULATIONS (Continued)**2.4 Payment Arrangements and Credit Allowances** (Continued)**2.4.1 Payment of Rates, Charges and Deposits** (Continued)**(G) Rounding of Charges**

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

(H) Billing Corrections

When billing adjustments or credits are required to correct prior billed charges, any billing adjustment or credit will be limited to the six (6) month period prior to date incorrect billing was discovered.

2.4.2 Minimum Periods/Early Termination Liability

The minimum period for Special Access High Capacity DS3 and OCN Facilities is twelve months.

The minimum period for which all other Access Service is provided and for which charges are applicable is one month, unless otherwise stated in a Term Agreement Plan entered into by Customer.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not, as follows:

- (A) When a service with a one month minimum period is discontinued prior to the expiration of the minimum period, a one month charge will apply at the rate level in effect at the time service is discontinued.

2. GENERAL REGULATIONS (Continued)**2.4 Payment Arrangements and Credit Allowances** (Continued)**2.4.2 Minimum Periods/Early Termination Liability** (Continued)

- (B) When a service with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, the applicable charge will be the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period.
- (C) When a service has a term discount and is disconnected before the expiration of the term, Early Termination Liability Charges will apply. The charges are calculated by taking the monthly recurring rate multiplied by the remaining term multiplied by 50%. For example: If the monthly rate is \$2,000 and the months remaining on the term are 20, the charge would be \$2,000 x 20 x 50% for an Early Term Liability Charge of \$20,000.

2.4.3 Cancellation of an Order for Service

Provisions for the cancellation of an order for service are set forth in other applicable sections of this catalog.

2.4.4 Credit Allowance for Service Interruptions**(A) General**

A service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this catalog or in the event that the protective controls applied by the Telephone Company result in the complete loss of service by the customer. An interruption period starts when an inoperative service is reported to the Telephone Company, and ends when the service is operative.

(B) When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the customer, shall be provided.

For Special Access Services, any period during which the error performance is below that specified for the service will be considered as an interruption.

2. GENERAL REGULATIONS (Continued)2.4 Payment Arrangements and Credit Allowances (Continued)

2.4.4 Credit Allowance for Service Interruptions (Continued)

(B) When a Credit Allowance Applies (Continued)

Credit allowances are computed as follows:

(1) Special Access Service Rate Elements

For Special Access Service, no credit shall be allowed for an interruption of less than 30 minutes. The customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or Major Fraction Thereof that the interruption continues.

The monthly charges used to determine the credit shall be as follows:

(a) Two-point Services

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

(b) Reserved for Future Use

2. GENERAL REGULATIONS (Continued)2.4 Payment Arrangements and Credit Allowances (Continued)

2.4.4 Credit Allowance for Service Interruptions (Continued)

(B) When a Credit Allowance Applies (Continued)(1) Special Access Service Rate Elements (Continued)(c) Multiplexed Services

For multiplexed services, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service that is inoperative. When the facility which is multiplexed or the multiplexer itself is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with the service. When the service which rides a channel of the multiplexed facility is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service from the hub to a customer premises.

2. GENERAL REGULATIONS (Continued)**2.4 Payment Arrangements and Credit Allowances** (Continued)**2.4.4 Credit Allowance for Service Interruptions** (Continued)**(B) When a Credit Allowance Applies** (Continued)**(4) Credit Allowances Cannot Exceed Monthly Rate**

The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any monthly rate for the service interrupted in any one monthly billing period.

(C) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- (1) Interruptions caused by the negligence of the customer.
- (2) Interruptions of a service due to the failure of equipment or systems provided by the customer or others.
- (3) Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated.
- (4) Interruptions of a service when the customer has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the customer prior to the release of that service. Thereafter, a credit allowance as set forth in (B) preceding applies.

2. GENERAL REGULATIONS (Continued)**2.4 Payment Arrangements and Credit Allowances** (Continued)**2.4.4 Credit Allowance for Service Interruptions** (Continued)**(C) When a Credit Allowance Does Not Apply** (Continued)

- (5) Interruptions of a service which continue because of the failure of the customer to authorize replacement of any element of special construction, the period for which no credit allowance is made begins on the seventh day after the customer receives the Telephone Company's written notification of the need for such replacement and ends on the day after receipt by the Telephone Company of the customer's written authorization for such replacement.
- (6) Periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- (7) An interruption or a group of interruptions, resulting from a common cause, that would result in credit in an amount less than one dollar.

(D) Use of an Alternative Service Provided by the Telephone Company

Should the customer elect to use an alternative service provided by the Telephone Company during the period that a service is interrupted, the customer must pay the catalog rates and charges for the alternative service used.

2. GENERAL REGULATIONS (Continued)2.4 Payment Arrangements and Credit Allowances (Continued)

2.4.4 Credit Allowance for Service Interruptions (Continued)

(E) Temporary Surrender of a Service (Continued)

In certain instances, the customer may be requested by the Telephone Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of 30 minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

2.4.5 Re-establishment of Service Following Fire, Flood or Other Occurrence(A) Nonrecurring Charges Do Not Apply

Charges do not apply for the re-establishment of service following a fire, flood or other occurrence attributed to an Act of God provided that:

- (1) The service is of the same type as was provided prior to the fire, flood or other occurrence.
- (2) The service is for the same customer.
- (3) The service is at the same location on the same premises.
- (4) The re-establishment of service begins within 60 days after Telephone Company service is available. (The 60 day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period).

2. **GENERAL REGULATIONS** (Continued)2.4 Payment Arrangements and Credit Allowances (Continued)2.4.5 Re-establishment of Service Following Fire, Flood or Other Occurrence
(Continued)(B) Nonrecurring Charges Apply

Nonrecurring Charges apply for establishing service at a different location on the same premises or at a different premises pending re-establishment of service at the original location.

2.4.6 Title or Ownership Rights

The payment of rates and charges by customers for the services offered under the provisions of this tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Telephone Company in the provision of such services.

2.4.7 Access Services Provided by More Than One Telephone Company

When an Access Service is provided by more than one Telephone Company, the Telephone Company will utilize the billing method as set forth in (B) (2) following based on the service being provided. The customer will place the order for the service as set forth in 3.3 following.

2. **GENERAL REGULATIONS** (Continued)

2.4 **Payment Arrangements and Credit Allowances** (Continued)

2.4.7 Access Services Provided by More Than One Telephone Company
(Continued)

(B) **Meet Point Billing**

Meet Point Billing is required when an access service is provided by multiple Telephone Companies for Special Access.

2. GENERAL REGULATIONS (Continued)**2.4 Payment Arrangements and Credit Allowances** (Continued)**2.4.7 Access Services Provided by More Than One Telephone Company**
(Continued)**(B) Meet Point Billing** (Continued)**(1) Single Bill/Single Tariff**

The single bill/single tariff bill provides a meet point bill that is billed completely at the Billing Rendering Company's tariff rates and regulations. Single Bill/Single Tariff is only available for Special Access requests.

The Bill Rendering Company will:

- determine and include on the access bill all usage data and all other recurring and nonrecurring rates and charges per its access catalog; and
- forward the bill to the customer.

The customer will remit the payment to the Bill Rendering Company.

The Telephone Company will provide notice thirty days prior to changing an existing meet point arrangement. NECA Tariff F.C.C. No. 4 will be updated as needed to reflect changes to Meet Point Arrangements.

2. **GENERAL REGULATIONS** (Continued)2.4 Payment Arrangements and Credit Allowances (Continued)2.4.7 Access Services Provided by More Than One Telephone Company
(Continued)(B) Meet Point Billing (Continued)(2) Multiple Bill

Under the Multiple Bill each company providing the access service will render an access bill to the customer for its portion of the service based on its access tariff/catalog rates and regulations. The IBC is the company that calculates the access minutes to be billed to the customer and provides this data to each connecting company providing service, i.e., the Subsequent Billing Company(s). Each company will:

2. GENERAL REGULATIONS (Continued)**2.4 Payment Arrangements and Credit Allowances** (Continued)**2.4.7 Access Services Provided by More Than One Telephone Company**
(Continued)**(B) Meet Point Billing** (Continued)**(2) Multiple Bill** (Continued)

- prepare its own bill;
- determine its charge(s) for Transport and/or Channel Mileage as set forth in (3) following;
- determine and include all recurring and nonrecurring rates and charges of its access tariff;
- reflect its Billing Account Reference (BAR) and all connecting company Billing Account Cross Reference (BACR) code(s);
- forward its bill to the customer.

The customer will remit payment directly to each Bill Rendering Company.

(3) Determination of Meet Point Billed Transport and Channel Mileage Charges

Each Telephone Company's portion of the Transport and Channel Mileage will be developed as follows:

- (a) Determine the appropriate Transport or Channel Mileage by computing the number of airline miles between the Telephone Company premises using the V&H method set forth in 4.2.5 following.

2. **GENERAL REGULATIONS** (Continued)

2.4 **Payment Arrangements and Credit Allowances** (Continued)

2.4.7 Access Services Provided by More Than One Telephone Company
(Continued)

(B) **Meet Point Billing** (Continued)

(3) **Determination of Meet Point Billed Transport and Channel
Mileage Charges** (Continued)

- (b) Determine the billing percentage (BP), as set forth in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4, which represents the portion of the service provided by each Telephone Company.
- (c) For Special Access, multiply the number of airline miles, as set forth in (a) preceding, times the BP for each Telephone Company, as set forth in (b) preceding, times the Channel Mileage Facility rate and add the Channel Mileage Termination rate.

2. **GENERAL REGULATIONS** (Continued)2.4 **Payment Arrangements and Credit Allowances** (Continued)2.4.7 Access Services Provided by More Than One Telephone Company
(Continued)(B) **Meet Point Billing** (Continued)(3) **Determination of Meet Point Billed Transport and Channel
Mileage Charges** (Continued)

- (g) When three or more Telephone Companies are involved in providing an Access Service, the intermediate Telephone Company(s) will determine the charges as set forth in (c) through (g) preceding. Additionally, when a segment of the Channel Mileage Facility is measured to the intermediate office(s), the Channel Mileage Termination rates are also applied at the intermediate Telephone Company(s) office(s).

2. **GENERAL REGULATIONS** (Continued)

2.4 Payment Arrangements and Credit Allowances (Continued)

2.4.7 Access Services Provided by More Than One Telephone Company (Continued)

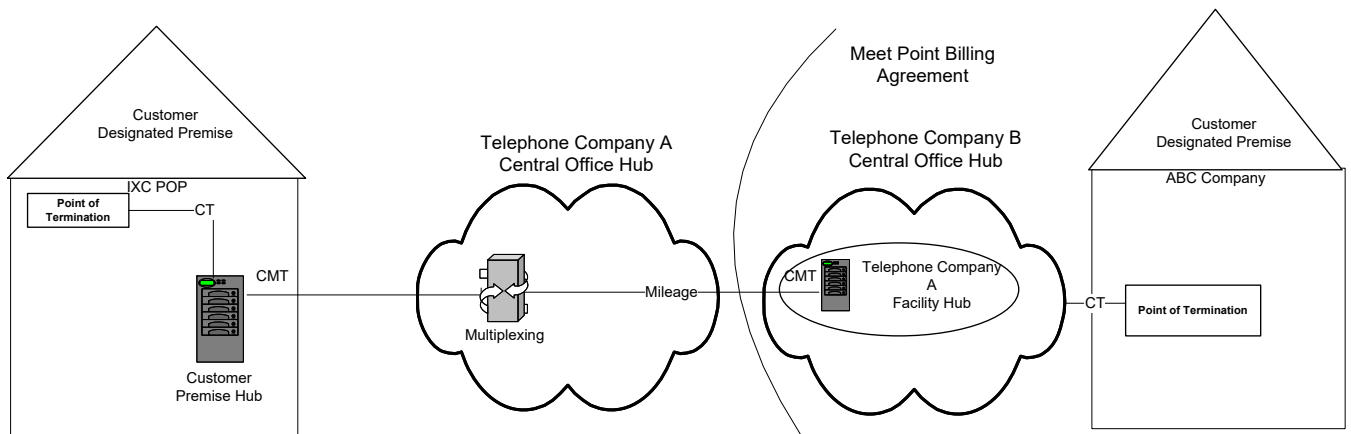
(B) Meet Point Billing (Continued)

(3) Determination of Meet Point Billed Transport and Channel Mileage Charges (Continued)

(h) Example – High Capacity Special Access Service

Layout

- High Capacity Special Access is ordered from a Customer Designated Premise located in Telephone B to IXC POP serviced by Telephone Company A Central Office Hub.



2. GENERAL REGULATIONS (Continued)**2.4 Payment Arrangements and Credit Allowances** (Continued)**2.4.7 Access Services Provided by More Than One Telephone Company**
(Continued)**(B) Meet Point Billing** (Continued)**(3) Determination of Meet Point Billed Local Transport and Channel Mileage Charges** (Continued)**(h) Example – High Capacity Special Access Service**
(Continued)

The following example reflects the rate calculations for TC-A,

- Assume:

Airline miles (ALM) TC A Customer Premise Hub to TC B Central Office Hub = 22.1, rounded = 23.

Billing Percentage (BP)

TC A = 80%

TC B = 20%

Channel Mileage Facility Rate = CMF (Mileage)

Channel Mileage Termination Rate = CMT

2. **GENERAL REGULATIONS** (Continued)2.4 Payment Arrangements and Credit Allowances (Continued)2.4.7 Access Services Provided by More Than One Telephone Company
(Continued)(B) Meet Point Billing (Continued)(3) Determination of Meet Point Billed Transport and Channel
Mileage Charges (Continued)(h) Example – High Capacity Special Access Service
(Continued)

- Telephone Company A charges are:

Channel Mileage Facility charge
= 23 mi. x 80% x CMF rate

Channel Mileage Termination charge = CMT rate

2. **GENERAL REGULATIONS** (Continued)2.5 Connections

Equipment and Systems (i.e., terminal equipment, multiline terminating systems and communications systems) may be connected with Special Access Service furnished by the Telephone Company where such connection is made in accordance with the provisions specified in Technical Reference Publication AS No. 1 and in 2.1 preceding.

2. GENERAL REGULATIONS (Continued)**2.6 Definitions**

Certain terms used herein are defined as follows:

Access Order

An order used by the customer to request Access related services.

Attenuation Distortion

The term "Attenuation Distortion" denotes the difference in loss at specified frequencies relative to the loss at 1004 Hz, unless otherwise specified.

Balance (100 Type) Test Line

The term "Balance (100 Type) Test Line" denotes an arrangement in an end office which provides for balance and noise testing.

Bit

The term "Bit" denotes the smallest unit of information in the binary system of notation.

Business Day

The term "Business Day" denotes the times of day that a company is open for business. The Business Day hours for the Telephone Company are 8:00 a.m. CST to 5:00 p.m. CST, with one hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week.

Carrier or Common Carrier

See Interexchange Carrier.

CCS

The term "CCS" denotes a hundred call seconds, which is a standard unit of traffic load that is equal to 100 seconds of usage or capacity of a group of servers (e.g., trunks).

Central Office

See Central Office Hub.

2. GENERAL REGULATIONS (Continued)**2.6 Definitions** (Continued)**Central Office Hub**

The term "Central Office Hub" denotes an electronic local Telephone Company Facility where Telephone Exchange service customer station loops are terminated for purposes of interconnection to each other (Facility Hubs, Customer Premise Hubs) and to trunks. Additionally, this type of End Office contains the central call processing functions which service itself and its Remote Switching Modules/Systems. Multiplexing and Bridging are performed at these Hubs.

Central Office Maintenance Technician

The term "Central Office Maintenance Technician" denotes a Telephone Company employee who performs installation and/or repair work, including testing and trouble isolation, within the Telephone Company Central Office.

Channel(s)

The term "Channel(s)" denotes an electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.

Channel Mileage Facility (Refer to Section 4.2.1 (B)(1))**Channel Mileage Termination** (Refer to Section 4.2.1 (B)(2))**Channel Service Unit**

The term "Channel Service Unit" denotes equipment which performs one or more of the following functions: termination of a digital facility, regeneration of digital signals, detection and/or correction of signal format error, and remote loop back.

Channel Terminations (Refer to Section 4.2.1 (A))**Channelize**

The term "Channelize" denotes the process of multiplexing- demultiplexing wider bandwidth or higher speed channels into narrower bandwidth or lower speed channels.

2. GENERAL REGULATIONS (Continued)**2.6 Definitions** (Continued)**Clear Channel Capability**

The term "Clear Channel Capability" denotes the ability to transport twenty-four 64 Kbps over a DS1 Mbps High Capacity service via a B8ZS line code format.

Committed Information Rate

The term "Committed Information Rate" denotes the transmission speed specified by the customer at which the Frame Relay Access Service network commits to transfer data between two ports.

Communications System

The term "Communications System" denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Telephone Company.

Customer(s)

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this catalog, including both Interexchange Carriers (ICs) and End Users.

Customer Designated Premises

The term "Customer Designated Premises" denotes the premises specified by the customer for the provision of Access Service.

Customer Premise Hub

The term Customer Premise Hub denotes a location where bridging or Multiplexing functions are done only for Customers served directly within the building or subtending buildings. Example: Customer Designated Premise or IXC POP served by the Telephone Company fiber.

2. GENERAL REGULATIONS (Continued)**2.6 Definitions** (Continued)**Data Transmission (107 Type) Test Line**

The term "Data Transmission (107 Type) Test Line" denotes an arrangement which provides for a connection to a signal source which provides test signals for one-way testing of data and voice transmission parameters.

Decibel

The term "Decibel" denotes a unit used to express relative difference in power, usually between acoustic or electric signals, equal to ten (10) times the common logarithm of the ratio of two signal powers.

Decibel Reference Noise C-Message Weighting

The term "Decibel Reference Noise C-Message Weighting" denotes noise power measurements with C-Message Weighting in decibels relative to a reference 1000 Hz tone of 90 dB below 1 milliwatt.

Decibel Reference Noise C-Message Referenced to O

The term "Decibel Reference Noise C-Message Referenced to O" denotes noise power in "Decibel Reference Noise C-Message Weighting" referred to or measured at a zero transmission level point.

Detail Billing

The term "Detail Billing" denotes the listing of each message and/or rate element for which charges to a customer are due on a bill prepared by the Telephone Company.

End Office

See Central Office Hub.

End User

The term "End User" means any customer of an interstate or foreign telecommunications service that is not a carrier, except that a carrier other than a telephone company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes, and a person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

2. GENERAL REGULATIONS (Continued)**2.6 Definitions** (Continued)**Enhanced Service**

The term "Enhanced Service", as defined in Part 64 of the F.C.C.'s Rules and Regulations, are services "...offered over common carrier transmission facilities used in interstate communications, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the subscriber's transmitted information; provide the subscriber additional, different, or restructured information; or involve subscriber interaction with stored information."

Entrance Facility

The term "Entrance Facility" denotes a Special Access Service dedicated Transport facility between the customer's Central Office Hub and the Customer Premise Hub.

Exchange

The term "Exchange" denotes a unit generally smaller than a local access and transport area, established by the Telephone Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. The exchange includes any Extended Area Service area that is an enlargement of a Telephone Company's exchange area to include nearby exchanges. One or more designated exchanges comprise a given local access and transport area.

Expected Measured Loss

The term "Expected Measured Loss" denotes a calculated loss which specifies the end-to-end 1004-Hz loss on a terminated test connection between two readily accessible manual or remote test points. It is the sum of the inserted connection loss and test access loss including any test pads.

Facility Hub

The point on the network where circuits are connected. Supports Meet Point Arrangements.

FOC (Firm Order Confirmation)

A Service Center response to an ASR such as a circuit order. A request that a telephone company gives to another telephone company for any of many kinds of inter-connectivity or data sharing needs.

2. GENERAL REGULATIONS (Continued)**2.6 Definitions** (Continued)Frequency Shift

The term "Frequency Shift" denotes the change in the frequency of a tone as it is transmitted over a channel.

Grandfathered

The term "Grandfathered" denotes Terminal Equipment, Multiline Terminating Systems and Protective Circuitry directly connected to the facilities utilized to provide services under the provisions of this tariff, and which are considered grandfathered under Part 68 of the F.C.C.'s Rules and Regulations.

Host Central Office

See Central Office Hub

Hub

The term "Hub" denotes a wire center at which bridging or multiplexing functions are performed for customers.

Immediately Available Funds

The term "Immediately Available Funds" denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

Impedance Balance

The term "Impedance Balance" denotes the method of expressing Echo Return Loss and Singing Return Loss at a 4-wire interface whereby the gains and/or loss of the 4-wire portion of the transmission path, including the hybrid, are not included in the specification.

Impulse Noise

The term "Impulse Noise" denotes any momentary occurrence of the noise on a channel over a specified level threshold. It is evaluated by counting the number of occurrences which exceed the threshold.

2. GENERAL REGULATIONS (Continued)**2.6 Definitions** (Continued)Individual Case Basis

The term "Individual Case Basis" denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

Initial Address Message

The term "Initial Address Message" denotes an SS7 message sent in the forward direction to initiate trunk set up, reserve an outgoing trunk and process the information about that trunk along with other data relating to the routing and handling of the call to the next switch.

Inserted Connection Loss

The term "Inserted Connection Loss" denotes the 1004 Hz power difference (in dB) between the maximum power available at the originating end and the actual power reaching the terminating end through the inserted connection.

Installation and Repair Technician

The term "Installation and Repair Technician" denotes a Telephone Company employee who performs installation and/or repair work, including testing and trouble isolation, outside of the Telephone Company Central Office and generally at the customer designated premises.

Interexchange Carrier (IC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interstate or foreign communication by wire or radio, between two or more exchanges.

Intermediate Hub

See Facility Hub.

2. GENERAL REGULATIONS (Continued)**2.6 Definitions** (Continued)Intermodulation Distortion

The term "Intermodulation Distortion" denotes a measure of the nonlinearity of a channel. It is measured using four tones, and evaluating the ratios (in dB) of the transmitted composite four-tone signal power to the second-order products of the tones (R2), and the third-order products of the tones (R3).

Interstate Communications

The term "Interstate Communications" denotes both interstate and foreign communications.

Intrastate Communications

The term "Intrastate Communications" denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Legal Holiday

The term "Legal Holiday" denotes days other than Saturday or Sunday for which the Telephone Company is normally closed. These include New Year's Day, Independence Day, Thanksgiving Day, Christmas Day and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed and other locally observed holidays when the Telephone Company is closed.

Local Access and Transport Area (LATA)

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

Local Area Network

The term "Local Area Network" denotes a network permitting the interconnection and intercommunication of a group of computers.

Loss Deviation

The term "Loss Deviation" denotes the variation of the actual loss from the designed value.

2. GENERAL REGULATIONS (Continued)**2.6 Definitions** (Continued)**Major Fraction Thereof**

The term "Major Fraction Thereof" denotes any period of time in excess of 1/2 of the stated amount of time. As an example, in considering a period of 24 hours, a major fraction thereof would be any period of time in excess of 12 hours exactly. Therefore, if a given service is interrupted for a period of thirty-six hours and fifteen minutes, the customer would be given a credit allowance for two twenty-four hour periods for a total of forty-eight hours.

Meet Point

A location at which the facilities of two Telephone Companies connect.

Nonsynchronous Test Line

The term "Nonsynchronous Test Line" denotes an arrangement in step- by-step end offices which provides operational tests which are not as complete as those provided by the synchronous test lines, but can be made more rapidly.

Open Circuit Test Line

The term "Open Circuit Test Line" denotes an arrangement in a Central Office or Facility Hub which provides an ac open circuit termination of a trunk or line by means of an inductor of several Henries.

Phase Jitter

The term "Phase Jitter" denotes the unwanted phase variations of a signal.

Point of Termination

The term "Point of Termination" denotes the point of demarcation within a Customer-Designated Premise, Central Office, Customer Premise or Facility Hub at which the Telephone Company's responsibility for the provision of Access Service ends.

Premises

The term "Premises" denotes a building or buildings on continuous property (except Railroad Right-of-Way, etc.) not separated by a public highway.

2. GENERAL REGULATIONS (Continued)**2.6 Definitions** (Continued)**Return Loss**

The term "Return Loss" denotes a measure of the similarity between the two impedance's at the junction of two transmission paths. The higher the return loss, the higher the similarity.

Registered Equipment

The term "Registered Equipment" denotes the customer's premises equipment which complies with and has been approved within the Registration Provisions of Part 68 of the F.C.C.'s Rules and Regulations.

Service Date

The date provided in the FOC by the Telephone Company to the Customer. The initial service date provided is the original service date prior to changes to the date via Supplemental Service Dates.

Shortage of Facilities or Equipment

The term "Shortage of Facilities or Equipment" denotes a condition which occurs when the Telephone Company does not have appropriate cable, switching capacity, bridging or, multiplexing equipment, etc., necessary to provide the Access Service requested by the customer.

Short Circuit Test Line

The term "Short Circuit Test Line" denotes an arrangement in an end office which provides for an ac short circuit termination of a trunk or line by means of a capacitor of at least four microfarads.

Signal-to-C-Notched Noise Ratio

The term "Signal-to-C-Notched Noise Ratio" denotes the ratio in dB of a test signal to the corresponding C-Notched Noise.

Signaling Point (SP)

The term "Signaling Point (SP)" denotes an SS7 network interface element capable of originating and terminating SS7 trunk signaling messages.

2. GENERAL REGULATIONS (Continued)2.6 Definitions (Continued)Signaling Point of Interface (SPOI)

The term "Signaling Point of Interface (SPOI)" denotes the customer designated location where the SS7 signaling information is exchanged between the Telephone Company and the customer.

Signaling Return Loss

The term "Signaling Return Loss" denotes the frequency weighted measure of return loss at the edges of the voiceband (200 to 500 Hz and 2500 to 3200 Hz), where signing (instability) problems are most likely to occur.

Signaling System 7 (SS7)

The term "Signaling System 7 (SS7)" denotes the layered protocol used for standardized common channel signaling in the United States and Puerto Rico.

Signal Transfer Point (STP)

The term "Signal Transfer Point (STP)" denotes a packet switch which provides access to the Telephone Company's SS7 network and performs SS7 message signal routing and screening.

Signal Transfer Point (STP) Port

The term "Signal Transfer Point (STP) Port" denotes the point of termination and interconnection to the STP.

2. GENERAL REGULATIONS (Continued)**2.6 Definitions** (Continued)Synchronous Test Line

The term "Synchronous Test Line" denotes an arrangement in an end office which performs marginal operational tests of supervisory and ring-tripping functions.

Throughput

The term "Throughput" denotes the number of data bits successfully transferred in one direction per unit of time.

Transmission Measuring (105 Type) Test Line/Responder

The term "Transmission Measuring (105 Type) Test Line/ Responder" denotes an arrangement in an end office which provides far-end access to a responder and permits two-way loss and noise measurements to be made on trunks from a near end office.

Transmission Path

The term "Transmission Path" denotes an electrical path capable of transmitting signals within the range of the service offering, e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant typically used in the telecommunications industry.

V and H Coordinates Method

The term "V and H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

Wire Center

The term "Wire Center" denotes a building in which one or more central offices, used for the provision of Telephone Exchange Services, are located.