# 1. Tariff Information and General Regulations

## 1.1 General

| 1.1.1 | Concurring, Connecting and Other Participating Carriers |
|---|---|
| A. | There are no concurring, connecting or other participating carriers. |

| 1.1.2 | Tariff Structure |
|---|---|
| A. | The tariff is divided into parts which are structured alphabetically, (e.g., Parts A, B, C, etc.). Each part is subdivided into sections which are structured numerically, (e.g., Section 1, 2, 3 etc.). |

| 1.1.3 | Page Revisions |
|---|---|
| A. | As a result of regulatory or marketing initiatives, tariff pages are revised and filed with the PUC on a continual basis. When tariff pages are filed, they show an issued and effective date (see page bottom). The issued date is the day upon which the pages were filed. The effective date is 30 days following the issued date, or the date upon which the pages have been ordered to become effective. |
| B. | Each tariff page displays unique page identification information (see page top right). The first issuance of a page is labeled as the Original. Future revisions are issued sequentially as follows, First Revision, Second Revision, Third Revision, etc. Revised pages cancel effective pages. The effective page is the foundation upon which all revisions are made. |
| C. | **Supplement Numbers—** Tariff pages are occasionally issued as Supplements. This occurs when the page being filed is already pending PUC decision in another regulatory initiative. When the pending page becomes effective and the supplement page becomes effective as well, it becomes necessary to incorporate the revisions contained on the supplement page into a standard number tariff page. The incorporation will generally occur in the next regulatory initiative in which that page is involved. |

| 1.1.4 | Tariff Codes |
|---|---|
| A. | Appearing in the right margins of tariff pages are upper case alphabetical characters enclosed in parenthesis. These characters represent a coding mechanism to explain the modification that has been made from one page revision to the next. The tariff codes are as follows. |
| 1. | **(C)—** A change in regulation |
| 2. | **(D)—** A deletion due to discontinuance of a rate or regulation |
| 3. | **(I)—** A rate that has been increased |
| 4. | **(N)—** A new regulation or rate |
| 5. | **(R)—** A rate that has been decreased |

## 1. Tariff Information and General Regulations

### 1.1 General

| 1.1.4 | Tariff Codes |
|---|---|
| A. | (Continued) |
| 6. | **(S)—** The incorporation of approved material issued under a Supplement |
| 7. | **(T)—** Text that has changed without causing a change in regulation |
| 8. | **(X)—** Text that has been moved from one page to another |

## 1. Tariff Information and General Regulations

### 1.2 Referencing

| 1.2.1 | Reference to Other Tariffs |
|---|---|
| **A.** | Whenever reference is made in this tariff to other tariffs of the Telephone Company, the reference is to the tariffs in force as of the effective date of this tariff, and to amendments thereto and successive issues thereof. The regulations, rates and charges contained herein are in addition to the applicable regulations, rates and charges specified in other tariffs of the Telephone Company which are referenced herein. |

| 1.2.2 | Reference to Other Publications | |
|---|---|---|
| **A.** | Reserved for Future Use | (T) |
| **B.** | PUB AS No. 1, Issue II and Addendum can be obtained from National Exchange Carrier Association, Inc., Director-Tariff and Regulatory Matters, 100 S. Jefferson Rd., Whippany, NJ 07981 and the Federal Communications Commission's commercial contractor. | |
| **C.** | NECA Inc. Tariff FCC No. 4 can be obtained from the Federal Communications Commission's commercial contractor. | |
| **D.** | Other Technical publications (referenced as PUB, TR-NPL, TR-TSV, TR-TSY, BR, CB, GR or SR) can be obtained from Bell Communications Research, Inc. Distribution Storage Center, 60 New England Ave., Piscataway, NJ 08854. | |
| **E.** | References to “NEBS” standards or requirements in this tariff exclude those NEBS standards or requirements that relate to equipment performance or reliability. | |
| **F.** | Unless otherwise specifically provided herein, whenever any provision of this tariff refers to a technical reference, technical publication, Telephone Company Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this tariff, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, Telephone Company Practice, or publication of industry standards. | |

| 1.2.3 | Trademarks and Service Marks | |
|---|---|---|
| **A.** | Refer to NHPUC No. 1 and NHPUC No. 3 tariffs. | (T) |

| 1.2.4 | Reference to Competitive Local Exchange Carriers (CLEC) and Telecommunications Carriers (TC) as Customers |
|---|---|
| **A.** | When the following terms are used in this tariff, the use of one term versus another is based upon the specific service offering being described, and the context of the situation under which the service is provided. The customer's use of one term over another is not meant to indicate that regulations, rates and charges contained through this tariff do not apply to the customer should the customer interchangeably use these terms when assigning reference to itself. |

## 1. Tariff Information and General Regulations

### 1.2 Referencing

| 1.2.4 | Reference to Competitive Local Exchange Carriers (CLEC) and Telecommunications Carriers (TC) as Customers |
|---|---|
| A. | (Continued) |
| 1. | **Competitive Local Exchange Carrier—** A facilities based common carrier that meets all of the following criteria. |
| a. | Is authorized by the PUC to provide local exchange services as a facilities based carrier |
| b. | Provides dial tone and local exchange service under tariff within the state of New Hampshire |
| c. | Provides reciprocal interconnection arrangements under tariff or contract to all local exchange carriers upon request |
| d. | Provides access to 911 and E-911 services and statewide relay service |
| e. | Complies with industry standards on all matters such as technical interconnection standards and billing standards |
| f. | Participates in intercarrier compensation arrangements and provides data for such arrangements required according to industry standards and practices. |
| 2. | **Telecommunications Carrier (TC)—** Synonymous with the term CLEC. |

## 1. Tariff Information and General Regulations
## 1.3 Tariff Terminology

| 1.3.1 | Abbreviations |
|---|---|
| **ADSL** | Asymmetrical Digital Subscriber Line |
| **BFR** | Bona Fide Request |
| **BLV/BLVI** | Busy Line Verification/Busy Line Verification Interrupt |
| **CLEC** | Competitive Local Exchange Carrier |
| **CCS** | Hundred Call Seconds; or Common Channel Interoffice Signaling; or Custom Calling Services |
| **CMDS** | Centralized Message Distribution System |
| **CPN** | Calling Party Number |
| **DCAS** | Direct Customer Access System |
| **IC or IXC** | Interexchange Carrier |
| **FCC** | Federal Communications Commission |
| **HDSL** | High-Bit Rate Digital Subscriber Line |
| **IDLC** | Integrated Digital Loop Carrier |
| **ISDN** | Integrated Services Digital Network |
| **ITC** | Independent Telephone Company |
| **LERG** | Local Exchange Routing Guide |
| **NDR** | Network Design Request |
| **POT** | Point of Termination |
| **PUC** | New Hampshire Public Utilities Commission |
| **SCP** | Service Control Point |
| **SS7** | Signaling System 7 |
| **STP** | Signal Transfer Point |
| **TC** | Telecommunications Carrier |
| **TBD** | To Be Determined |
| **USOC** | Universal Service Order Code |

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## 1. Tariff Information and General Regulations

### 1.3 Tariff Terminology

Any other terms not defined in this section or As Defined in the Act, that may be used in this tariff,shall be interpreted under standard, generally accepted usage in the Telecommunications Industry.

| 1.3.2 Definitions |
|---|
| **800 Service Provider**—Any telecommunications service provider, i.e., Interexchange Carrier, Telecommunications Carrier, Local Exchange Carrier, that provides 800 Data Base Access Service to an end user. |
| **Access Code**—A sequence of numbers which, when dialed, connects the caller to the provider of services associated with that sequence. An access code denotes a uniform five or seven digit code assigned to an individual TC. The five digit code has the form 10XXX and the seven digit code has the form 101XXXX. |
| **Access Minutes**—Usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage. On the terminating end of an intrastate call, usage is measured from the time the call is received by the end user in the terminating exchange. Timing of usage at terminating end of an intrastate call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating end exchanges, as applicable. On 800/888 calls originating access minutes of use will be measured from the time the call set is up in the IN SS7 network until the originating party disconnects.<br><br>**Access Tandem**—A LEC switching system that provides traffic concentration and distribution functions for interexchange traffic originating/terminating within a LATA. The access tandem provides the TC with access to more than one end office within the LATA. More than one access tandem may be required to provide access to all end offices within a LATA. (Ref: BCR SR-TS4-002275, BOC Notes on How LEC Networks). |
| **Act**—The Communications Act of 1934 (47 U.S.C. 151 et seq.), as amended by the Telecommunications Act of 1996, and as, from time to time, interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction. |
| **Actual Cost**—All costs charged against a specific case of special construction, including any appropriate taxes. |

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## 1. Tariff Information and General Regulations

### 1.3 Tariff Terminology

| 1.3.2 Definitions |
|---|
| **Asymmetrical Digital Subscriber Line**—A transmission technology which transmits an asymmetrical digital signal using one of a variety of line codes as specified in ANSI standards T1.413-1995-007R2. |
| **Affiliate**—As Defined in the Act means a person or entity that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person or entity, whereby "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent. |
| **Agreement for Switched Access Meet Point Billing**—Agreement the Telephone Company enters into between itself and an interconnecting TC for the purpose of providing switched exchange access services to interexchange carriers. |
| **Ancillary Telecommunications Services**—Any service or support not otherwise defined in this tariff provided by the Telephone Company to requesting TCs to enable such requesting TCs to provide telecommunications services. |
| **Answer/Disconnect Supervision**—The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the customer's point of termination as an indication that the called party has answered or disconnected. |
| **Applicable Laws**—All applicable federal, state or local statutes, laws, rules, regulations, codes, orders, decisions, injunctions, judgments, awards and decrees. |
| **As Defined in the Act**—As specifically defined by the Act and as, from time to time, interpreted in the duly authorized rules and regulations of the FCC or the Commission. |
| **As Described in the Act**—As described in or required by the Act and as, from time to time, interpreted in the duly authorized rules and regulations of the FCC or the Commission. |
| **Assumed Minutes**—An average daily usage measure based on actual usage for the preceding three months. |
| **Attenuation Distortion**—The difference in loss at specified frequencies relative to the loss at 1004 Hz, unless otherwise specified. |
| **Automatic Number Identification**—In-band trunk network signaling parameter which refers to the number that can be transmitted through a telecommunications network identifying the billing number of the calling party or customer. |

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**1. Tariff Information and General Regulations**
**1.3 Tariff Terminology**

| 1.3.2 Definitions |
|---|
| **Bona Fide Request Process**—The process that prescribes the terms and conditions pursuant to which a requesting telecommunications carrier can request that the Telephone Company provide it with unbundled network elements that the Telephone Company has not already provided under the terms of an interconnection agreement to another requesting telecommunications carrier and has not been made generally available under the terms of this tariff. |
| **Business Day**—The times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 A.M. to 5:00 or 6:00 P.M., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, Business Day hours for the Telephone Company may vary based on company policy, union contract and location. To determine the hours for the Telephone Company, or a Telephone Company location, the account manager should be contacted. |
| **Busy Line Verification Traffic—**At the request of the TC's end user, a Telephone Company operator will attempt to determine the status of an exchange service line (e.g., conversation in progress, available to receive a call or out of service) and report to the TC's end user or its operator service provider. |
| **Busy Line Verification Interrupt Traffic—**At the request of the TC's end user or its operator service provider, a Telephone Company operator determines and reports that a conversation is in progress on an exchange service line and subsequently interrupts such conversation to request that the conversation be terminated so that the TC's end user can attempt to complete a call to the line. |
| **CCS or Hundred Call Seconds**—A telephone traffic engineering unit of measurement equaling one hundred seconds of usage. |
| **Call**—A TC attempt for which the complete address code (e.g., 7 or 10 digits) is provided to the Telephone Company local office of the called number. |
| **Calling Party Number**—A CCS parameter which refers to the number transmitted on an out-of-band basis through the SS7 signaling network identifying the calling party or customer's telephone number. |
| **Carrier Identification Code (CIC)**—A three or four digit number used by the Telephone Company to provide terminating local exchange service access to a TC and implement appropriate measurement capabilities associated with TC switched services. |
| **Central Office**—A local Telephone Company switching system where telephone exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks. |
| **Central Office Prefix**—The first three digits (NXX) of the seven digit telephone number assigned to an end user's telephone exchange service when dialed on a local basis. |
| **Central Office Switch**—A switch used to provide telecommunications services and that may also be employed as a combination End Office/Tandem Office Switch. |
| **Centralized Message Distribution System (CMDS) Host**—An existing telephone company with established ownership on the national CMDS network used for intercompany settlements. |
| **Channel**—An electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination. |

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## 1. Tariff Information and General Regulations

### 1.3 Tariff Terminology

| 1.3.2 Definitions |
|---|
| **CLASS Features**—Certain CCS-based features available to customers including, but not limited to: Automatic Call Back; Call Trace; Caller ID; Call Return and other CCS-based offerings that may become available. |
| **Collocated Interconnection**—A connection at a multiplexing node at the Telephone Company serving wire center between certain Telephone Company provided TC services and interconnector-provided optical or microwave facilities and equipment located in the serving wire center. |
| **Collocation**—An arrangement whereby one party's (the collocating party) facilities are terminated in its equipment as may be necessary for interconnection or for access to unbundled network elements which have been installed and maintained at the premises of the Telephone Company. |
| **Commission**—The New Hampshire Public Utilities Commission. |
| **Common Channel Interoffice Signaling (CCIS)**—The signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis. The CCIS used by the Telephone Company is Signaling System 7 (SS7). |
| **Cross Connection**—A connection provided pursuant to collocation at the digital signal cross connect, main distribution frame or other suitable frame or panel between the collocating party's equipment and the equipment or facilities of the Telephone Company. Cross connection can be between two network elements not related to collocation or interconnection per se. |
| **Custom Calling Services**—Central office-based enhancements to the subscriber's basic access line, including, but not limited to: Call Forwarding, Call Waiting, Speed Dialing and Three-Way Calling. |

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**1. Tariff Information and General Regulations**
**1.3 Tariff Terminology**

| **1.3.2 Definitions** |
|---|
| **Customer**—Any individual, partnership, association, join stock company, trust, corporation, government entity or other entity which subscribes to the telecommunications services offered under this tariff. |
| **Dialing Parity**—A person that is not an affiliate of a local exchange carrier is able to provide telecommunications services in such a manner that its customers have the ability to route automatically, without the use of any access code, their telecommunications to the telecommunications service provider of the customer's designation from among two or more telecommunications service providers (including such local exchange carrier). In this tariff, "dialing parity" refers to both "local dialing parity" and "toll dialing parity". Local Dialing Parity means the ability of the telephone exchange service customers of one LEC to make local calls without dialing extra digits. Toll Dialing Parity means the ability of telephone exchange service customers of a LEC to place toll calls, both interLATA and intraLATA, which are routed to a toll carrier or toll carriers (intraLATA or interLATA) of their selection without dialing access codes or additional digits and with no unreasonable dialing delay. Toll dialing parity provides the Telephone Company's customers with the ability to select one carrier as their interLATA toll provider and the same or a different carrier as their intraLATA provider. |
| **Digital Cross Connect System (DCS)** —Provides electronic cross connection of individual constituent digital signals to form higher speed digital signals |
| **Digital Signal Level**—One of several transmission rates in the time-division multiplex hierarchy. |
| **Digital Signal Level 0 (DS0)**—The 64 Kbps zero-level signal in the time-division multiplex hierarchy. The effective transport rate of a DS0 signal may be less than 64 Kbps as a result of technology limitations. A DS0 provides the digital equivalent of an analog voice grade channel. |
| **Digital Signal Level 1 (DS1)**—The 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing. A DS1 traditionally provides twenty-four DS0 channels, each of which provides the digital equivalent of an analog voice grade channel. |
| **Digital Signal Level 3 (DS3)**—The 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing. A DS3 traditionally provides twenty-eight DS1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels, resulting in a DS3 having the equivalent capacity of 672 equivalent voice grade channels. |
| **Direct Customer Access System**—An electronic interface system provided by the Telephone Company to facilitate the ordering, provisioning and maintenance of various competitive offerings provided to telecommunications carriers, including: interconnection arrangements, unbundled network elements, resale of retail services at wholesale rates, and many other offerings. |
| **Directory Assistance**—The provision of telephone numbers by a Telephone Company operator when the operator location is accessed by TC end users by sending the appropriate signals, e.g., offhook, 411, 555-1212 or NPA + 555-1212. |
| **Directory Assistance Location**—A Telephone Company office where Telephone Company equipment first receives the Directory Assistance call from a TC's premises and selects the first operator position to respond to the Directory Assistance call. |

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## 1. Tariff Information and General Regulations

### 1.3 Tariff Terminology

| 1.3.2 Definitions |
|---|
| **800 Service Provider**—Any telecommunications service provider, i.e., interexchange carrier, telecommunications carrier, local exchange carrier, that provides 800 Data Base Access Service to an end user. |
| **End Office**—An exchange Telephone Company switching system or facility interconnection node located in an NXX serving area where Telephone Exchange service customer station loops are terminated for purposes of interconnection to trunks or other dedicated customer station loops also served out of that switching system or facility interconnection node. Included are Remote Switching Modules and Remote Switching Systems served by a host office in a different wire center. |
| **End Office Switches**—Are used to terminate customer station links for the purpose of interconnection to each other and to trunks. |
| **End User**—Any customer of an intrastate telecommunications service that receives dial tone from the Telephone Company or TC to originate calls for termination into the public switched network and is not a carrier, except that a carrier shall be deemed to be an end user to the extent that such carrier uses a telecommunications service for administrative purposes. |
| **Entry Switch**—See First Point of Switching. |
| **Estimated Cost**—All estimated costs that the Telephone Company anticipates will be incurred in its providing special construction to meet a specific request. |
| **Exchange**—A unit, generally smaller than a Local Access and Transport Area (LATA), 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 generally consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given LATA. |

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## 1. Tariff Information and General Regulations

### 1.3 Tariff Terminology

| 1.3.2 Definitions |
|---|
| **Exchange Access**—The offering of access to telephone exchange services or facilities for the purposes of the origination or termination of telephone toll services. |
| **Exchange Message Record (EMR)**—The standard used for exchange of telecommunications messages information among telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in Bellcore Publication BR-010-200-010 CRIS Exchange Message Record. |
| **Exchange Telephone Company**—The Telephone Company, TCs, or independent telephone company. |
| **Exit Message**—An SS7 message sent to an end office by the Telephone Company's tandem switch to mark the carrier connect time when the Telephone Company's tandem switch sends an initial address message to an interexchange customer. |
| **Facilities**—Any cable, poles, conduit, microwave or carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the services offered in this tariff. |
| **Fiber Meet**—An interconnection architecture method whereby the Telephone Company physically interconnects its network via an optical fiber interface (as opposed to an electrical interface) to the telecommunications network of another TC at any mutually agreed upon location, limited only by technical feasibility and the availability of facilities. |
| **First Come – First Served**—A procedure followed where the first service order received will be the first service order processed. An order is considered to be received when the Telephone Company has complete and accurate information, as required for the services ordered under other sections of this tariff, to accept and process the order. |
| **First Point of Switching**—The first Telephone Company location at which switching occurs on the terminating path of a call proceeding from the TC's premises to the terminating central office. |
| **Force Majeure Event**—Any cause beyond the reasonable control of any party, including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, strikes, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation carriers. |
| **Group Routings**—The translations, routings and screenings the Telephone Company must perform at its end offices and tandems to make the customer's network operate according to the customer's specifications |

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**1. Tariff Information and General Regulations**
**1.3 Tariff Terminology**

| **1.3.2 Definitions** |
|---|
| **High-Bit Rate Digital Subscriber Line (HDSL)**—A transmission technology which transmits over 2 twisted cable pairs up to a DS1-level signal, using any one of the following line codes: (I) binary/1 quartenary (2B1Q), (ii) carrierless AM/PM, (iii) discrete multitone (DMT); or (iv) binary/1 octel (3BO). Only unloaded and non-repeated twisted cable pairs that do not exceed a technical length limitation can support HDSL capabilities. |
| **Host Office**—An electronic/digital switching system which provides call processing capabilities for one or more remote switching modules or remote switching systems. |
| **Immediately Available Funds**—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, and U.S. Postal Money Orders. |
| **Incumbent Local Exchange Carrier (ILEC)**—With respect to an area, the local exchange carrier that<br>(a) on the date of enactment of the Telecommunications Act of 1996, provided telephone exchange service in such area; and<br>(b)(1) on such date of enactment, was deemed to be a member of the Exchange Carrier Association pursuant to section 69.601(b) of the FCC's regulations (47 C.F.R. 69.601(b)); or<br>(b)(2) is a person or entity that, on or after such date of enactment, became a successor or assign of a member described in clause (1).<br>For purposes of this tariff, the Telephone Company is the ILEC in the current areas of the state in which it presently provides local exchange service. |
| **Information Service**—As defined in the Act means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control or operation of a telecommunications system or the management of a telecommunications service. |
| **Initial Address Message**—An SS7 message sent in the forward direction to initiate trunk set up with the busying of an outgoing trunk which carries the information about that trunk along with other information relating to the routing and handling of the call to the next switch. |
| **Integrated Digital Loop Carrier (IDLC)**—A subscriber loop carrier system which integrates within the switch, generally at a DS1 level, twenty-four (24) local link (loop) voice grade equivalent transmission paths combined into a 1.544 Mbps digital signal. Depending on the specific technology deployed in the Telephone Company's network, it may be possible to provide IDLC at higher than the DS1 level, which in turn would provide for a level of capacity greater than twenty-four local link (loop) voice grade equivalent transmission paths. |
| **Integrated Services Digital Network (ISDN)**—A switched network capability that supports services that are designed to provide end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 kbps bearer channels and one 16 kbps data channel (2B+D). Primary Rate Interface-ISDN (PRI-ISDN) provides for a digital transmission of twenty-three 64 kbps bearer channels and one 64 kbps data channel (23B+D). |

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## 1. Tariff Information and General Regulations

### 1.3 Tariff Terminology

| 1.3.2 Definitions |
|---|
| **Interconnection**—As described in the Act and refers to the connection of network, equipment, or facilities of the Telephone Company with the network, equipment, or facilities of another TC for the purpose of transmission and routing of telephone exchange service traffic and exchange access traffic. |
| **Interexchange Carrier (IXC)**—A carrier that provides, directly or indirectly, interLATA or intraLATA telephone toll services. |
| **InterLATA Service**—As defined in the Act means telecommunications between a point located in a LATA and a point outside such area. |
| **Interstate Communications**—Both interstate and foreign communications. |
| **IntraLATA Service**—Means telecommunications between two points located within the same LATA. |
| **Intrastate Communications**—Any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved. |
| **Legal Holiday**—Days other than Saturday or Sunday for which the Telephone Company's administrative offices are normally closed. These include New Year's Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and a day when Washington's Birthday or Memorial Day is legally observed and other locally observed holidays when the Telephone Company is closed. |
| **Local Access and Transport Area (LATA)**—As defined in the Act, means a contiguous geographic area established before the date of the enactment of the Telecommunications Act of 1996 by a Bell operating company such that no exchange area includes points within more than 1 metropolitan statistical area, or state, except as expressly permitted under the AT&T Consent Decree; or established or modified by a Bell operating company after such date of enactment and approved by the FCC. For purposes of this tariff, the Telephone Company operates in a single LATA within New Hampshire which is LATA 122 – the State of New Hampshire. Telephone calls that originate and terminate within the LATA are classified as intraLATA intrastate calls. Calls that originate in the LATA and terminate in a different LATA in any other state or foreign country are classified as interLATA interstate calls. |
| **Local Exchange Carrier**—As defined in the Act means any person that is engaged in the provision of telephone exchange service or exchange access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under §332(c) of the Act except to the extent that the FCC finds that such service should be included in the definition of such term. |
| **Local Exchange Service**—Also referred to as Plain Old Telephone Service (POTS), this service supplies the end user with local dial tone and a telephone connection to the public switched telecommunications network (e.g., basic exchange lines, basic exchange trunks, digital PBX trunks, Centrex or Centrex-type station lines) and provides the end user a unique telephone number address on the public switched network. |

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## 1. Tariff Information and General Regulations

### 1.3 Tariff Terminology

| 1.3.2 Definitions |
|---|
| **Local Traffic**— For calls between a landline competitive local exchange carrier and the Telephone Company, any intrastate call which is originated and terminated within a local calling area as defined in NHPUC No. 1, Part A, Section 6. IntraLATA calls originated on a presubscription basis or on a casual dialed (10XXX/101XXXX) basis, calls to ported numbers redirected from the Telephone Company to the TC or from the TC to the Telephone Company, and calls delivered to internet service providers are not considered local traffic. For calls between a CMRS provider and the Telephone Company, the term "Local Traffic" denotes any call between the end user of a CMRS provider and an end user of the Telephone Company that originates and terminates within the same Major Trading Area ("MTA"). |
| **Local Link Transmission or Link**—The entire transmission path which extends from the network interface/demarcation point at a customer's premises to the main distribution frame or other designated frame or panel in a LEC's wire center which serves the customer. Links are defined by the electrical interface rather than by the type of facility used. |
| **Losses**—Any and all losses, costs (including court costs), claims, damages (including fines, penalties and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees). |
| **Main Distribution Frame (MDF)**—The distribution frame of the LEC providing the link used to interconnect cable pairs and line and trunk equipment terminals on a switching system. |
| **Major Trading Area (MTA)** —An area defined by the FCC for the purpose of issuing licenses for PCS. Each MTA consists of several Basic Trading Areas ("BTA"). The United States is broken down into 51 major trading areas for economic purposes. |
| **Meet Point Billing**—The process whereby each of two or more LECs who are involved in the provision of switched exchange access service bills an appropriate tariff rate for its respective portion of jointly provided switched exchange access service to the interexchange carrier under terms among such LECs as agreed to in a separate agreement for switched access meet point billing. In general, there are four alternative meet-point billing arrangements possible, which are:<br><br>1) "single bill, single tariff" in which a single bill is presented to the interexchange carrier and each LEC involved applies rates for its portion of the service from the same tariff,<br>2) "multiple bill, single tariff" in which each involved LEC presents separate bills to the interexchange carrier and each carrier involved applies rates for its portion of the service from the same tariff,<br>3) "multiple bill, multiple tariff" in which each involved LEC presents separate bills to the interexchange carrier and each carrier involved applies rates for its portion of the service from its own unique tariff, and<br>4) "single bill, multiple tariff" in which a single bill is rendered to an interexchange carrier from all LECs who are jointly providing switched exchange access service. A single bill consists of all rate elements applicable to access services billed on one statement of charges under one bill account number using each LEC's appropriate access tariffs. The bill could be rendered by, or on behalf of, any of the LECs involved in the provision of service. |
| **Message**—A "call" as defined preceding. |

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## 1. Tariff Information and General Regulations

### 1.3 Tariff Terminology

| 1.3.2 Definitions |
|---|
| **Municipal Calling Service**—An arrangement provided on a non-optional basis to municipalities served by more than one exchange or locality where toll charges would normally apply. Calls between exchanges or localities serving the same municipality are not chargeable as toll except for sent-paid calls originating from coin telephones, non-sent paid calls originating from coin telephones and billed to other than a calling card, calls terminating at public telephones, or calls made to or from foreign exchange lines unless dial tone for the foreign exchange line is provided from a central office serving some portion of the municipality in which the foreign exchange line service address is located. |
| **Network Control Signaling**—The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charge signals), address signaling (e.g., dialing), calling and called number identifications, rate of flow, service selection error control and audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of the telecommunications system. |
| **Network Design Request**—A procedure that establishes the TC's initial presence in a switch. A Project Manager coordinates the meeting which will be attended by the TC's technical and administrative team and representatives from each Telephone Company department involved in developing the technical, administrative, and legal/regulatory requirements. Time frames for completion will be negotiated between the Account Team and the TC. An NDR is required prior to a TC ordering any unbundled line ports. |
| **Network Element**—As defined in the Act means a facility or equipment used in the provision of a telecommunications service. Such term also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscribers numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. |
| **North American Numbering Plan (NANP)**—The numbering plan used in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and the 4-digit line number. Both the 10-digit number and the last 7 digits of it are generally referred to as a telephone or local telephone number. |
| **Number Portability**—As defined in the Act means the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one TC to another. |
| **NXX**—The three-digit code which appears as the first three digits of a seven-digit telephone number, where N has a number value of 2-9 and X has a number value of 0-9. |
| **NXX Serving Area**—A geographic area where end users assigned telephone numbers within a given NXX code are located. V and H coordinates of the NXX serving area are the same as that of the geographic area. |

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## 1. Tariff Information and General Regulations

### 1.3 Tariff Terminology

| 1.3.2 Definitions |
|---|
| **Off-hook**—The active condition of switched access or a telephone exchange service line. |
| **On-hook**—The idle condition of a switched access or a telephone exchange service line. |
| **Point of Presence**—A physical location within a LATA at which an access customer establishes itself for the purposes of obtaining LATA access and to which the LEC provides access service. |
| **Point of Termination**—The demarcation point in an NXX serving area at which the Telephone Company's provision of service ends. The point of demarcation is the point of interconnection between Telephone Company communications facilities and TC-provided facilities. The Telephone Company's designated point of termination for TC traffic terminated to the Telephone Company shall be the point of termination bay for a collocated interconnection node or a comparable alternative arrangement provided under an individual case basis arrangement located in the terminating end user's end office or its designated serving access tandem. TCs purchasing services out of this tariff must reciprocally make available to the Telephone Company at least one designated POT in each NPA in each LATA in which it has local exchange end users. |
| **Point of Termination Bay (POT)**—The intermediate distributing frame system which serves as the point of demarcation for physically collocated interconnection. POT Bay terminations are provided with either, or both, analog/voice frequency and/or digital capabilities. |
| **Port**—A line card (or equivalent) and associated peripheral equipment on an end office switch which serves as the interconnection between individual loops or individual customer trunks and the switching components of an end office switch and the associated switching functionality in that end office switch. Each port is typically associated with one (or more) telephone number(s) which serves as the customer's network address. The port element is part of the provision of the unbundled local switching element. A port includes available line features (such as Call Forwarding, Call Waiting, etc.) but does not include optional switch features or switching functionality. |
| **POTS Traffic**—IntraLATA exchange service traffic (local calls, Message Telephone Service (MTS) calls, and 800 dialed calls with local translated numbers) which originates at the valid NXXs served by a TC's network and terminates at the NXXs served by the Telephone Company's network. Operator, directory, 500, 700, 900, 911 and interLATA traffic are not considered to be local traffic for purposes of this tariff. IntraLATA calls carried by a TC that do not originate from that TC's valid NXX in the LATA are also not included in this definition. Moreover, this definition does not include exchange access, cellular and other wireless traffic. Exchange service shall be a service which supplies the user with local dial tone and a telephone connection to, and a unique telephone number address on the public switched telecommunications network (e.g., basic exchange lines, basic exchange trunks, digital PBX trunks, Centrex or Centrex-type station lines). |

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## 1. Tariff Information and General Regulations

### 1.3 Tariff Terminology

| 1.3.2 Definitions |
|---|
| **Premises**—A building or buildings on continuous property (except railroad right-of-way, etc.) or an occupied structure not separated by a public highway. |
| **Public Access Smart-pay Line (PASL)** - PASL is a class of main telephone exchange service offered to payphone providers for use by the general public. This service is available in suitably equipped central offices where sufficient facilities exist. |
| **Rate Center**—The specific geographic point which has been designated by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of telephone exchange service. The rate center is the finite geographic point identified by a specific V&H coordinate which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific rate center. For purposes of classifying traffic (calls) as local or toll – for application of reciprocal compensation and toll dialing parity – between the customers of the Telephone Company and another party, rate centers will be identical for both the Telephone Company and that party and will comport with the Telephone Company's existing rate centers as defined in the tariffs on file and approved by the Commission. Rate Centers for the above stated purposes will remain identical until such time as a Telecommunications Carrier who has extended into an interconnection agreement with the Telephone Company is expressly permitted by the Commission to establish non identical Rate Centers within an area for the express purposes noted herein. When Interconnection is provided under this tariff, the Telephone Company and the Requesting Telecommunications Carrier will have identical Rate Centers that will comport with the Telephone Company's existing Rate Centers as defined in the tariffs on file and approved by the Commission. |
| **Reciprocal Compensation**—As described in the Act, refers to the payment arrangements that recover costs incurred for the transport and termination of local telecommunications originating on one carrier's network and terminating on the other carrier's network. Local telecommunications traffic is traffic originated by a customer of one carrier on that carrier's network that terminates to a customer on another carrier's network within a given local calling area or expanded area service area as defined in the Telephone Company's effective tariffs. Local telecommunications traffic does not include internet traffic. Internet traffic means any traffic that is transmitted to or returned from the internet at any point during the duration of a transmission. |
| **Reciprocal Compensation Call or Reciprocal Compensation Traffic**—A telephone exchange service call completed between the companies which qualifies for reciprocal compensation pursuant to the terms of this tariff and any prevailing Commission rules that may exist. |
| **Requesting TC**—A TC that has placed an order for the purchase of services under this tariff, and has the appropriate legal authority to utilize such services in the offering of telecommunications services to its own customers. |

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## 1. Tariff Information and General Regulations

### 1.3 Tariff Terminology

| 1.3.2 Definitions |
|---|
| **Responsible Organization (Resp Org)—**That entity which is responsible for the management and administration of an 800 number record in the 800 Service management System (SMS) |
| **Routing Point**—A location which a LEC has designated on its own network as the homing (routing) point for inbound traffic to one or more of its NPA-NXX codes. The routing point is also used to calculate mileage measurements for the distance-sensitive transport element charges of switched exchange access services. Pursuant to Bellcore Publication BR 795-100-100 (the "Bellcore Publication"), the routing point (referred to as the "rating point" in such Bellcore Publication) may be an end office switch location or a LEC Consortium Point of Interconnection. Pursuant to such Bellcore Publication, each LEC Consortium Point of Interconnection shall be designated by a common language identifier (CLLI) code with (x) KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The routing point must be located within the LATA in which the corresponding NPA-NXX is located. However, routing points associated with each NPA-NXX need not be the same as the corresponding rate center, nor must there be a unique and separate routing point corresponding to each unique and separate rate center, provided only that the routing point associated with a given NPA-NXX must be located in the same LATA as the rate center associated with the NPA-NXX. |

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**1. Tariff Information and General Regulations**
**1.3 Tariff Terminology**

| 1.3.2 Definitions |
|---|
| **Service Control Point (SCP)**—A component of the signaling network that acts as a database to provide information to another component of the signaling network (i.e., Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP. |
| **Service Management System (SMS)**—Allows provision and updating of information on subscribers and services in near-real time for billing and administrative purposes. |
| **800 SMS**—The national database SMS that retains all 800 records. |
| **Service Switching Point**—A signaling point that is capable of initiating database queries. |
| **Signal Transfer Point (STP)**—A component of the SS7 signaling network that performs message routing functions and provides information for the routing of messages between signaling network components. An STP transmits, receives and processes CCS messages and it is a packet switch that utilizes the SS7 protocol. |
| **Signaling System Seven or SS7**—An internationally standardized, general purpose Common Channel Signaling protocol. |
| **Signaling System Seven (SS7) Network**—A digital data network carrying signaling information which interfaces with the Telephone Company voice/data network for services using the American National Standards Institute (ANSI) Common Channel Signaling 7 (CCS7) signaling protocol. |
| **Signaling Point**—A switch that is capable of supporting SS7 signaling. |
| **Signaling Point of Interconnection**—The customer designated location, in the same LATA as the Telephone Company STP, where SS7 signaling information is exchanged between the Telephone Company and the TC. |
| **Strapping**—The act of installing a permanent connection between a POT bay and a collocated party's physical collocation node. |
| **Subtending End Office of an Access Tandem**—An end office that has final trunk group routing through that tandem. |
| **Switched Exchange Access Service**—The offering of transmission or switching services to TCs for the purpose of the origination or termination of telephone toll service. Switched exchange access services, which are offered under NHPUC No. 3 and FCC No. 11 tariffs, include Feature Group A, Feature Group B, Feature Group D, 800/888 access, 900 access and their successors or similar switched exchange access services. |
| **Switching Point Code**—A nine character, numeric code that identifies a switch that is supported by SS7 signaling. |
| **Synchronous Optical Network or SONET**—An optical interface standard that allows for transporting many different digital signals using a basic building block or base transmission rate of 51.84 Mbps (OC-1) ({Optical Carrier} /STS-1 {Synchronous Transport Signal} and higher rates are direct multiples of the base rate, such as OC-3/STS-3 which is equal to three times the base transmission rate. |

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**1. Tariff Information and General Regulations**
**1.3 Tariff Terminology**

| 1.3.2 Definitions |
|---|
| **Tandem**—The customer designated location, in the same LATA as the Telephone Company STP, where SS7 signaling information is exchanged between the Telephone Company and the telecommunications carrier. Tandem switches are Class 4 switches which provide interconnection between other switches in the network. While the physical switch(es) may serve an end office function, the tandem functionality is strictly that which provides interconnection between end offices. It does so in cases where direct trunk groups are not economically justified, or when the network configuration indicates alternate routing is economically justified. (Ref: BCR SR-TSV-002275, BOC Notes on the LEC Networks). |
| **Tandem Signaling**—All the signaling and data elements necessary for identifying by FGD switched access customer or a TC, each access or TC call in the routing of multi-FGD traffic via common transport to an access tandem. |
| **Tandem Transit Service**—An offering provided by the Telephone Company to requesting competitive LECs that enables the TC whose customer originated an intraLATA call destined for a customer of another LEC (not a customer of the Telephone Company) to utilize a Telephone Company tandem switch as a means of establishing connectivity with the terminating competitive LEC. Tandem transit service is not applicable to calls that utilize an interexchange carrier for which interconnection with either the originating and/or terminating LEC(s) are provided pursuant to meet point billing, while service to the interexchange carrier is provided pursuant to switched exchange access service tariffs or other applicable contract arrangements. |
| **Technically Feasible Points**—Points at which it is technically or operationally feasible or possible to interconnect with or access the Telephone Company network without either creating a legitimate threat to the reliability or security of the Telephone Company's network or precluding the Telephone Company from maintaining responsibility for the management, control, and performance of its network. |
| **Telecommunications**—As defined in the Telecommunications Act of 1996, the transmission between or among points specified by the user of information of the user's choosing, without change in the form or content of the information as sent and received. |
| **Telecommunications Carrier or TC**—A common carrier that meets the following criteria: (1) has been authorized by the Commission to provide local exchange services as a facilities-based carrier, (2) provides dial tone and local exchange service under tariff within the State of New Hampshire, (3) provides reciprocal interconnection arrangements under contract to all local exchange carriers upon request, (4) provides access to E-911 services and statewide relay service, (5) complies with industry standards on all matters such as technical interconnection standards and billing standards, (6) participates in intercarrier compensation arrangements and provides data for such arrangements required according to industry standards and practices, and (7) complies with other applicable requirements set forth in PUC 1300 Local Telecommunications Competition Rules or any other applicable Commission rules. Such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a common carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the FCC shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage. Synonymous with the term CLEC. |

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## 1. Tariff Information and General Regulations

### 1.3 Tariff Terminology

| 1.3.2 Definitions |
|---|
| **TC Location** — The point where the Telephone Company terminates the Telephone Company's unbundled interoffice transmission facilities. |
| **Telecommunications Act**—The Telecommunications Act of 1996 and any rules and regulations promulgated thereunder. |
| **Telecommunications Service**—As defined in the Telecommunications Act of 1996, the offering of telecommunications for a fee directly to the public, or to such classes of users and to be effectively available directly to the public, regardless of the facilities used to transmit the telecommunications service. |
| **Telephone Company**—Northern New England Telephone Operations LLC d/b/a FairPoint Communications – NNE, unless otherwise stated. FairPoint Communications also does business under the name FairPoint New Hampshire. Advertising and billing of customers are done under the name FairPoint. |
| **Telephone Exchange Service**—As defined in the Act means: (a) service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (b) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service. |
| **Telephone Exchange Service Call or Telephone Exchange Service Traffic**—A call completed between two telephone exchange service customers of two local exchange carriers located in the same LATA, originated on one party's network and terminated on the other party's network where such call was not carried by a third party as either a presubscribed call (1+) or a casual dialed (101XXXX) call. Telephone exchange service traffic is transported over traffic exchange trunks. |
| **Telephone Toll Service**—As defined in the Act means telephone service between stations in different exchange areas for which there is a separate charge not included in contracts with subscribers for exchange service. For purposes of this tariff, all calls for which toll dialing parity applies are considered telephone toll service calls and all calls for which toll dialing parity does not apply are not considered as telephone toll service calls. |
| **To Be Determined (TBD)**—A rate has not been set for this item. If and when a rate is determined by the New Hampshire Public Utilities Commission, such rate shall apply prospectively from the date of approval. The use of this term does not mean that the Commission has determined that a rate for this element is or is not warranted. |

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## 1. Tariff Information and General Regulations

### 1.3 Tariff Terminology

| 1.3.2 Definitions |
|---|
| **Transmission Path**—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 channels consisting of any form or configuration of facilities used in the telecommunications industry. |
| **Trunk**—A transmission path connecting two switching systems in a network, used in the establishment of an end-to-end connection. |
| **Trunk Circuit Identification Code (TCIC)**—The number assigned to each switched trunk to identify it to the SS7 signaling system. |
| **Trunk Group**—A set of trunks which are traffic engineered as a unit for the establishment of connections between two specific switching systems in which all the communications paths are interchangeable. |
| **Trunk Side Connection**—The connection of a transmission path to the trunk side of a local exchange switching system or a tandem switching system. |
| **Universal Service Order Code (USOC)**—A three or five character alphabetic, numeric, or an alphanumeric code that identifies a specific item of service or equipment. Uniform Service Order Codes are used in the Telephone Company's billing system to generate recurring rates and nonrecurring charges. |
| **User Service Information (USI) Parameter**—A mandatory SS7 parameter which carries bearer capability information. It is contained in the SS7 initial address message and is used for call routing. The USI parameter specifies the transmission requirements of a call. |
| **V and H Coordinates Method**—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**—An occupied structure or portion thereof in which a Telephone Company or another LEC has the exclusive right of occupancy and which serves as a routing point for switched exchange access service and is the premises at which is located one or more local end office switches and is a point at which links (loops) used to provision customer's local exchange service converge for a given area. |

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## 1. Tariff Information and General Regulations

### 1.4 Application of Tariff

| 1.4.1 | Scope |
|---|---|
| **A.** | This tariff sets forth the terms, conditions, and pricing under which a requesting TC and the Telephone Company will interconnect their respective networks and the manner in which the requesting TC can purchase and the Telephone Company will provide access to unbundled network elements and ancillary telecommunications services to enable a requesting TC to provide telecommunications services consistent with Section 251 of the Act. The rights and obligations of a requesting TC and the Telephone Company hereunder shall apply, unless otherwise set forth herein, throughout the entire Telephone Company service area within the State of New Hampshire. |
| **B.** | Failure of the Telephone Company to enforce or insist upon compliance with any provision of this tariff shall not constitute a waiver of its right to enforce future compliance with that provision or compliance with any other provision hereof. |
| **C.** | No retroactive changes or declarations will be accepted with respect to the rating, re-rating, or reclassification of existing services. |
| **D.** | Except as expressly provided under this tariff, no party makes or receives any warranty, express or implied, with respect to the services, functions and products it provides under or contemplated by this tariff and the parties disclaim all implied warranties of merchantability and of fitness for a particular purpose. |

| 1.4.2 | Options to Obtain Interconnection Services, Access to Unbundled Network Elements or Ancillary Telecommunications Services |
|---|---|
| **A.** | If the Telephone Company enters into an agreement approved by the Commission or the FCC pursuant to Section 252 of the Act which provides for the provision in the State of New Hampshire of arrangements covered in this tariff to another requesting TC (the "Other Agreement"), then subject to the terms and conditions in this Section 1.4.2, the Telephone Company shall make available to the requesting TC such arrangement upon the same rates, terms and conditions as those provided in the Other Agreement. At its sole option, the requesting TC may avail itself of either (i) the Other Agreement in its entirety; or (ii) the prices, terms and conditions contained in the Other Agreement that relate to any one or combination of the following. |
| **1.** | Interconnection – Section 251(c)(2) of the Act; or |
| **2.** | Exchange Access – Section 251(c)(20) of the Act; or |
| **3.** | Unbundled Access – Section 251(c)(3) of the Act; or |
| **4.** | Resale – Section 251(c)(4) of the Act; or |
| **5.** | Collocation – Section 251(b)(6) of the Act; or |
| **6.** | Number Portability – Section 251(b)(2) of the Act; or |
| **7.** | Access to Rights of Way – Section 251(b)(4) of the Act; or |
| **8.** | Directory Services – Section 251(b)(3) of the Act. |

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## 1. Tariff Information and General Regulations

### 1.4 Application of Tariff

| 1.4.2 | Options to Obtain Interconnection Services, Access to Unbundled Network Elements, Resale Telecommunications Services or Ancillary Telecommunications Services |
|---|---|
| **B.** | If the requesting TC enters into an agreement with another TC approved by the Commission or the FCC pursuant to Section 252 of the Act, then the requesting TC shall offer the same interconnection services and network elements to the Telephone Company under the same terms and conditions as those provided in such other agreement to the full extent required by Section 252(I) of the Act. |
| **C.** | Notwithstanding the terms and provisions of Section 1.4.2A and B preceding, in the event that as a result of any decision, order or determination of any judicial or regulatory authority, it is determined that all or any portion of Section 1.4.2A and B preceding are found invalid or unenforceable, the parties agree to abide by such decision, order or determination to the extent Section 1.4.2A and B conflict with such decision, order or determination. |

| 1.4.3 | Government Compliance |
|---|---|
| **A.** | The provisions of this tariff are subject in their entirety to the applicable provisions of the Act and any other orders, restrictions and requirements of governmental and regulatory authorities with jurisdiction over the subject matter thereof and, in the event of any direct conflict between the provisions of this tariff and such orders, restrictions or requirements of such governmental and regulatory authorities that renders compliance with such provisions of this tariff unlawful, such orders, restriction or requirements of such authorities shall prevail. |
| **B.** | Notwithstanding anything herein to the contrary, if, as a result of any decision, order or determination of any judicial, regulatory or other governmental authority with jurisdiction over the subject matter hereof, it is determined that the Telephone Company is not required to furnish any service, facility or arrangement, or to provide any benefit required to be furnished or provided to the TC hereunder, then the Telephone Company may discontinue the provision of any such service, facility, arrangement or benefit to the extent permitted by any such decision, order or determination by providing thirty (30) days prior written notice to the TC. |

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## 1. Tariff Information and General Regulations

### 1.5 Use of Service

| 1.5.1 | Scope |
|---|---|
| **A.** | A TC, its customer, joint user, or authorized user may not assign, or transfer the service, without the written consent of the Telephone Company. The Telephone Company will permit a TC to transfer its existing service to another TC if the existing TC has paid all charges owed to the Telephone Company. When physical or software network changes are involved, such a transfer will be treated as a disconnection of existing service and installation of new service, and service order installation charges will apply. When only administrative activity is involved, administrative NRCs will apply. |
| **B.** | **Delegation or Assignment**—Neither Party may assign or transfer (whether by operation of law or otherwise) all or any of its rights or obligations hereunder to a third party without the prior written consent of the other Party; provided, however, each Party may assign this agreement to an Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted hereunder shall be void ab initio. All obligations and duties of any Party shall be binding on all successors in interest and assigns of such Party. |

| 1.5.2 | Lawful Use |
|---|---|
| **A.** | The service provided under this tariff shall not be used for an unlawful purpose. |
| **B.** | The Telephone Company reserves the right to discontinue service without notice or refuse service because of abuse or fraudulent use of service. The Telephone Company will seek legal recourse as it deems necessary in order to recover any costs incurred as a result of such abuse or fraudulent use of service. Abuse or fraudulent use of service includes but is not limited to the following actions. |
| **1.** | Misuse of ANI information. |
| **2.** | Fraudulent transmission and misrepresentation of interLATA traffic on CLEC or POTS trunks. |
| **3.** | Fraudulent end user orders for transfer of service. |
| **4.** | Fraudulent use of the Telephone Company's network in association with a collocation arrangement. |

| 1.5.3 | Title or Ownership Rights |
|---|---|
| **A.** | The payment of rates and charges by TCs for the services provided 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. |

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## 1. Tariff Information and General Regulations

### 1.6 Responsibility of the Telephone Company

| 1.6.1 | Scope |
|---|---|
| **A.** | The Telephone Company does not undertake to transmit messages under this tariff. |
| **B.** | The Telephone Company does not warrant that its facilities and services meet standards other than those set forth in this tariff. |
| **C.** | The provision of services by the Telephone Company as set forth in this tariff does not constitute a joint undertaking with the TC for the furnishing of any service. |

| 1.6.2 | Liability |
|---|---|
| **A.** | The Telephone Company shall not be liable to the TC or the TC's customers for any interruption of the TC's service or for interference with the operation of the TC's facilities arising in any manner out of the TC's use of space in the Telephone Company's central offices, unless caused by the Telephone Company's willful misconduct. |
| **B.** | With respect to any other claim or suit, by a CLEC or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, and subject to the following provisions, 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 CLEC under this tariff as a credit allowance for a service interruption. |
| **C.** | The Telephone Company shall not be liable for any act or omission of any other CLEC or party providing a portion of a service, nor shall the Telephone Company for its own act or omission hold liable any other CLEC or party providing a portion of a service. |
| **D.** | The Telephone Company is not liable for damages to the premises of the CLEC or to the CLEC's facilities 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 or willful misconduct. |

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## 1. Tariff Information and General Regulations

### 1.6 Responsibility of the Telephone Company

| 1.6.2 | Liability |
|---|---|
| **E.** | The liability of the Telephone Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Telephone Company occurring in the course of furnishing service or other facilities and not caused by the negligence of the TC, or by the Telephone Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to the TC for a period of service during which such mistake, omission, interruption, delay, error or defect in transmission or failure or defect in facilities occur. |
| **1.** | No liability shall attach to the Telephone Company for damages arising from errors, mistakes, omissions, interruptions, or delays of the Telephone Company, its agents, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the telecommunications services or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the subscribers or users of the telecommunications service or facilities) in the absence of gross negligence or willful misconduct. |
| **F.** | 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 TC from any and all claims by any person relating to the TC's use of services so provided. |
| **G.** | No license under patents (other than the limited license to use), copyrights or any other intellectual property right is granted by either party or shall be implied or arise by estoppel, with respect to any transactions contemplated under this tariff. The Telephone Company will defend the CLEC against claims of patent infringement arising solely from the use by the CLEC of services offered under this tariff and will indemnify such CLEC for any damages awarded based solely on such claims. The requesting TC agrees that the rights granted by the Telephone Company hereunder shall, where applicable, be subject to the restrictions, if any, contained in any current software license agreements between the Telephone Company and the Telephone Company's software vendors. From and after the effective date of this tariff, the Telephone Company shall not enter into any software license agreements that would materially impair its ability to perform its obligations hereunder; provided, however, that the Requesting Telecommunications Carrier acknowledges that functions and features made available to it hereunder through the use of third party proprietary products may involve additional terms and conditions and/or separate licensing to the Requesting Telecommunications Carrier. With respect to any agreements entered in after the Effective Date, the Telephone Company shall exercise reasonable efforts to avoid any unreasonable restrictions in such use of the software. |
| **H.** | The Telephone Company's failure to provide or maintain services under this tariff 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 Part A, Section 4.3. |

(X)

(X)

## 1. Tariff Information and General Regulations

### 1.6 Responsibility of the Telephone Company

| 1.6.2 | Liability |
|---|---|
| **I.** | The Telephone Company shall be responsible only for the installation, operation and maintenance of the services it provides. |
| **J.** | The Telephone Company shall not be held responsible for any claims arising from the CLEC's failure to provide accurate information required to accurately populate E911 databases, or the CLEC's failure to provide timely E911 information updates. |
| **K.** | For 911/E911 optional services, the Telephone Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused directly or indirectly by the user of 911/E911. |
| **L.** | In the absence of gross negligence or willful misconduct, no liability for damages to the purchasing CLEC shall attach to the Telephone Company for its action or conduct of its employees in providing recording service. |
| **M.** | The Telephone Company shall not be liable to the TC or its customers in connection with the provision or use of the services provided under this tariff for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits, regardless of the form of action, whether in contract, indemnity, warranty, strict liability, or tort, including (without limitation) negligence of any kind. (T) |
| **N.** | The Telephone Company shall not be liable for any act or omission of any other entity furnishing to the TC facilities, equipment, or services used in conjunction with the services provided in this tariff. Nor shall the Telephone Company be liable for any damages or losses due to unauthorized use of the services or the failure or negligence of the TC or TC end user, or due to the failure of equipment, facilities, or services provided by the TC or its end user. (X) |

(X)

## 1. Tariff Information and General Regulations

## 1.6 Responsibility of the Telephone Company

| 1.6.3 | Collocation Liability and Indemnification |
|---|---|
| **A.** | Neither party shall be liable to the other or to any third party for any physical damage to each other's facilities or equipment within the central office, unless caused by the gross negligence of the party's agents or employees. In the case of acts of gross negligence by the CLEC, its employees or its agents, the CLEC is responsible for damages incurred by the Telephone Company in order to repair the Telephone Company's facilities or equipment. |
| **B.** | The Telephone Company shall indemnify, defend and save harmless the CLEC from and against any and all losses, claims, demands, causes of action and costs, including attorneys' fees, whether suffered, made, instituted or asserted by the Telephone Company or by any other party or person for damages to property and injury or death to persons, including payments made under any worker's compensation law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the Telephone Company's provision of service within or on the exterior of the central office or by an act or omission of the CLEC, its employees, agents, former or striking employees, or contractors, in connection therewith, unless caused by gross negligence or willful misconduct on the part of the CLEC. |
| **C.** | The Telephone Company represents, warrants and covenants that it shall comply with all applicable federal, state or local law, ordinance, rule or regulations, in connection with its provision of service within or on the exterior of the central office, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. The Telephone Company shall indemnify, defend, and hold harmless the CLEC, its directors, officers, employees, agents or contractors, from and against any and all claims, cost, expense or liability of any kind including but not limited to reasonable attorney's fees resulting from or arising out of any breach of the foregoing provision. |
| **D.** | The Telephone Company and the CLEC shall each be responsible for all persons under their control or agents working in compliance herewith, satisfactorily, and in harmony with all others working in or on the exterior of the central office and, as appropriate, cable space. |
| **E.** | The Telephone Company shall have the right to terminate a collocation arrangement at any time with respect to any area of the Telephone Company central office premises which becomes the subject of a taking by eminent authority having such power. When feasible, the Telephone Company shall provide the CLEC with 180 days written notice of such termination and identify the schedule by which the CLEC must proceed to have CLEC provided equipment or property removed from the multiplexing node and associated cable and conduit. The CLEC shall have no claim against the Telephone Company for any relocation expenses, any part of any award that may be made for such taking or value of any unexpired arrangement that results from a termination by the Telephone Company under this provision, or any loss of business from full or partial interruption or interference due to any such termination. Nothing herein shall be construed as preventing the CLEC from making its own claim against the eminent authority ordering the taking of the collocated space area of the Telephone Company office premises for the CLEC's relocation expenses. |

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## 1. Tariff Information and General Regulations

### 1.6 Responsibility of the Telephone Company

| 1.6.3 | Collocation Liability and Indemnification |
|---|---|
| **F.** | If at any time the Telephone Company reasonably determines that any CLEC's facilities or equipment or the installation of the CLEC's facilities or equipment does not meet the requirements of this tariff, the CLEC will be responsible for the costs associated with the removal or modifications of such facilities to render it compliant. If the CLEC fails to correct any noncompliance with these standards within fifteen days' written notice to the CLEC, the Telephone Company may have the facilities or equipment removed or the condition corrected at the CLEC's expense. |
| **G.** | If the Telephone Company reasonably determines that any CLEC's activities, equipment or facilities are unsafe, or are in violation of any applicable fire, environmental, health, safety or other laws or regulations, or pose an immediate threat to the safety of the Telephone Company's employees or others or to the Telephone Company's network, the Telephone Company has the right to immediately stop such activities or the operation of such facilities or equipment without prior notice. The CLEC will be charged for any costs incurred as a result of such actions. |

| 1.6.4 | Provision of Service |
|---|---|
| **A.** | The use, installation and restoration of services shall be in accordance with Part 64.401, Appendix A, of the FCC's rules and regulations, which specifies the priority system for such activities. Subject to compliance with those rules, where a shortage of facilities or equipment exists at any time, either for temporary or protracted periods, the services offered herein will be provided to CLECs on a first-come, first- served basis. |
| **B.** | Interconnection services which are provided by means of wire, fiber optic, radio or any other suitable technology or a combination thereof, are offered under the provisions of this tariff subject to availability. |
| **C.** | The Telephone Company reserves the right to refuse an application for service made by, or for the benefit of, a former CLEC, its majority or minority owners or affiliates who are indebted to the Telephone Company for telephone service previously furnished, until the indebtedness is satisfied. |
| **1.** | In the event that service is connected for a CLEC who is indebted to the Telephone Company for service previously furnished to the CLEC, the Telephone Company will notify the CLEC in writing via Certified US Mail, that the service will be terminated by the Telephone Company unless the CLEC satisfies the indebtedness within 10 days of the date of the CLEC's receipt of such written notification. |
| **D.** | **Taxes** |
| **1.** | In the event federal, state or local taxes are charged to the Telephone Company associated with the provision of local services or other services described in this tariff, the Telephone Company will pass them through to the TC. |
| **2.** | TCs exempt from specific taxes must present the Telephone Company with a valid certificate of exemption from the taxing authority; otherwise all taxes will be added to customer bills in addition to rates and charges herein. |

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## 1. Tariff Information and General Regulations

### 1.6 Responsibility of the Telephone Company

| 1.6.5 | Automatic Number Identification (ANI) |
|---|---|
| **A.** | ANI information and its SS7 equivalent relating to a telephone subscriber, where provided in this tariff or under reciprocal arrangements whereby a TC completes traffic originated from a Telephone Company end user, is provided to the TC or its customer (ANI recipient) in accordance with the following terms and conditions. |
| **1.** | The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction. |
| **2.** | The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing regulations notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law. |
| **3.** | The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those specified herein, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure. |

| 1.6.6 | Discontinuance of Network Elements for Cause |
|---|---|
| **A.** | The Telephone Company may discontinue service or cancel an application for service without incurring any liability for any of the following reasons. |
| **1.** | Upon non-payment of any sum owing to the Telephone Company for more than thirty days beyond the date of rendition of the bill for service, or upon violation of any terms or conditions governing the furnishing of service, the Telephone Company may on thirty days advance notice in writing to the TC, without incurring any liability, discontinue the furnishing of new or existing services. |
| **2.** | Without notice, in the event of a violation of any regulation governing network element services. |
| **3.** | Without notice, in the event of a violation of any law, rule or regulation of any government authority having jurisdiction over the service. |
| **4.** | The Telephone Company is prohibited form furnishing a particular network element or network elements by order of a court or other government authority having jurisdiction. |
| **5.** | In the event of fraudulent use of the Telephone Company's network, including, but not limited to fraudulent end user orders for transfer of service, and fraudulent transmission and misrepresentation of interLATA traffic on TC or local trunks, the Telephone Company may discontinue service without notice and/or seek legal recourse to recover all costs involved with the enforcement of this provision. |

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## 1. Tariff Information and General Regulations

## 1.6 Responsibility of the Telephone Company

| 1.6.7 | Coordination with Respect to Network Contingencies and Network Management |
|---|---|
| **A.** | The Telephone Company intends to work cooperatively with the TC industry to develop network contingency plans in order to be prepared to maintain maximum network capability following natural or man-made disasters which affect telecommunications services. |
| **B.** | The Telephone Company will use its best efforts to administer its network to ensure the provision of acceptable service levels to all telecommunications users of the Telephone Company's network services. Generally, service levels are considered acceptable only when both the TC and the Telephone Company are able to establish connections with little or no delay encountered within their respective networks. The Telephone Company maintains the right to apply protective controls (e.g., call gapping) which selectively cancel the completion of traffic, over any traffic carried over its network, including that associated with all TC network interconnection services. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Telephone Company or TC facilities, natural disasters, mass calling or national security demands. |

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## 1. Tariff Information and General Regulations

### 1.7 Responsibility of the CLEC

| 1.7.1 | Scope |
|---|---|
| **A.** | The services provided under this tariff shall be maintained by the Telephone Company. The CLEC 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. |
| **B.** | The CLEC, its customer, joint user or authorized user may not assign or transfer the use of services provided under this tariff without the expressed written consent of the Telephone Company; however, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to the following individual(s) or parties. |
| **1.** | From one CLEC to another CLEC, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services. |
| **C.** | In all cases of assignment or transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer. The acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee. |
| **D.** | 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. |
| **E.** | When an independent telephone company provides local exchange service to an end user in the Telephone Company's serving area, the independent telephone company will maintain a separate network for the exchange of such local traffic. |
| **F.** | Signals applied to a metallic facility shall conform to the limitations set forth in Technical Reference PUB AS No. 1, Issue II, Access Service (issued May, 1984). |
| **1.** | In order to protect the Telephone Company's facilities and personnel, and the services furnished by the Telephone Company to other TCs from potential harmful effects, the signals applied to the Telephone Company's service shall not cause damage to the facilities of the Telephone Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Telephone Company, channels or facilities of others, shall be provided at the TC's expense. |

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## 1. Tariff Information and General Regulations

### 1.7 Responsibility of the CLEC

| 1.7.2 | Liability |
|---|---|
| **A.** | The CLEC shall reimburse the Telephone Company for damages to Telephone Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the CLEC, its owners, agents, employees or independent contractors, or resulting from the CLEC's, its owners, agents, employees or independent contractors, improper or unauthorized 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 CLEC's actions. The Telephone Company will, upon reimbursement for damages, cooperate with the CLEC in prosecuting a claim against the person causing such damage and the CLEC shall be subrogated to the right of recovery by the Telephone Company for the damages to the extent of such payment. |
| **B.** | With respect to claims of patent infringement made by third persons, the CLEC 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 tariff, any circuit, apparatus, system or method provided by the CLEC. |
| **C.** | The CLEC shall defend, indemnify and save harmless the Telephone Company from and against suits, claims, losses or damages including punitive damages, attorneys' fees and court costs by third persons directly or indirectly, in whole or part, caused by or resulting from the construction, installation, operation, maintenance or removal of the CLEC's circuits, facilities or equipment connected to the Telephone Company's services provided under this tariff, including, without limitation, workmen'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 CLEC's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the CLEC 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 CLEC, its officers, agents or employees. |
| **D.** | The CLEC shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorneys' fees and court costs by the CLEC or third parties directly or indirectly, in whole or part, caused by or resulting from any act or omission of the CLEC in the course of using services provided under this tariff. |

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## 1. Tariff Information and General Regulations

### 1.7 Responsibility of the CLEC

| 1.7.2 | Liability |
|---|---|
| **E.** | For 911/E911 optional services, the CLEC agrees except where the events, incidents, or eventualities set forth herein are the result of the Telephone Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Telephone Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the CLEC or by any CLEC customer, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the CLEC or others. The CLEC also agrees to release, indemnify, defend and hold harmless the Telephone Company from any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition occasion, or use of access to E911 service features and the equipment associated therewith, or by any services furnished by the Telephone Company in connection therewith, including but not limited to the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing E911 service hereunder, and which arise out of the negligence or other wrongful acts of the CLEC, its customers, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Telephone Company, its employees or agents. |
| **F.** | If warranted, the Telephone Company may take immediate action as necessary to protect its facilities and personnel from harm and will promptly notify the TC of the need for protective action. In the event that the TC fails to advise the Telephone Company within ten days after such notice is received or within the time specified in the notice that corrective action has been taken, the Telephone Company may take whatever additional action is deemed necessary, including disconnect, to protect its facilities and personnel from harm. The Telephone Company will, upon request 24 hours in advance, provide the TC with a statement of technical parameters that the TC's equipment must meet. |
| **G.** | The TC shall indemnify, defend and hold harmless the Telephone Company from and against all claim liability, loss, costs, damage (including punitive damages) and expense (including reasonable attorney's fees and court costs) directly or indirectly, in whole or in part, caused by or resulting from the use of services offered under this section including the following. |
| **1.** | Damage to tangible personal injury proximately caused by the negligence or willful misconduct of the TC, its employees, agents or contractors. |
| **2.** | Claims for libel, slander, invasion of privacy, or infringement of copyright directly or indirectly, in whole or part, caused by or resulting from the material transmitted over the Telephone Company's facilities arising from the TC's own communications or the communications of such TC's customers or end-users made through or by means of telecommunications services furnished hereunder; |
| **3.** | Claims for patent infringement copyright directly or indirectly, in whole or part, caused by or resulting from the CLEC's or its end user's acts combining or using the service or facilities furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or CLEC. |

(X)

(X)

## 1. Tariff Information and General Regulations

### 1.7 Responsibility of the CLEC

| 1.7.2 | Liability |
|---|---|
| **G.** | (Continued) |
| **4.** | All other claims directly or indirectly, in whole or part, caused by or resulting out of any act or omission of the end user or TC in the course of using services provided pursuant to this tariff. |
| **5.** | All claims, including but not limited to injuries to persons or property from voltages or currents directly or indirectly, in whole or part, caused by or resulting from any act or omission of the TC or its end user in connection with facilities provided by the Telephone Company, the TC or the end user. |
| **6.** | Claims directly or indirectly, in whole or part, caused by or resulting from any act or omission in connection with the provision of Optional Services offered under this section. |
| **7.** | Claims against the Telephone Company arising out of acts or omissions of the Telephone Company taken in reliance on incorrect, inaccurate or incomplete information set forth in materials provided by the TC pursuant to this tariff. |
| **8.** | Claims arising out of the construction, installation, operation, maintenance or removal of the TC's facilities or equipment connected to the Telephone Company's services provided hereunder. |
| **9.** | Claims arising out of proceedings to recover taxes, fines or penalties imposed due to the failure of the TC to obtain or maintain in effect all necessary permits, licenses and other approvals relating to the acquisition, use or operation of the telecommunications services provided hereunder. |
| **10.** | The Telephone Company will notify the TC promptly in writing of any claims, lawsuits or demands by third parties for which the Telephone Company alleges that the TC is responsible under this section, and, if requested by the Telephone Company, the TC will tender the defense of such claim, lawsuit or demand. In the event the Telephone Company chooses to assume the defense and settlement of any such claims, lawsuits or demands, or, if after having been requested by the Telephone Company, the TC does not promptly assume and diligently pursue the defense of the tendered action, the Telephone Company may proceed to defend or settle said action and the TC shall hold harmless the Telephone Company from all loss, cost, liability, damage and expense incurred by the Telephone Company arising out of or in connection with such action. The parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand or lawsuit. |

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## 1. Tariff Information and General Regulations

### 1.7 Responsibility of the CLEC

| 1.7.3 | Collocation Liability and Indemnification |
|---|---|
| **A.** | The CLEC shall indemnify, defend and save harmless the Telephone Company from and against any and all losses, claims, demands, causes of action and costs, including attorneys' fees, whether suffered, made, instituted or asserted by the CLEC or by any other party or person for damages to property and injury or death to persons, including payments made under any worker's compensation law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the installation, maintenance, repair, replacement, presence, use or removal of the CLEC's equipment or facilities or by their proximity to the equipment or facilities of all parties occupying space within or on the exterior of the Telephone Company's central office(s), or by any act or omission of the Telephone Company, its employees, agents former or striking employees, or contractors, in connection therewith, unless caused by gross negligence or willful misconduct on the part of the Telephone Company. |
| **B.** | The CLEC shall indemnify, defend and save harmless the Telephone Company from and against any and all losses, claims, demands, causes of action, damages and costs, including but not limited to attorneys' fees and damages costs, and expense of relocating conduit systems resulting from loss of right-of-way or property owner consents, which may arise out of or be caused by the presence in, or the occupancy of, the central office by the CLEC, and/or acts by the CLEC, its employees, agents or contractors. |

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## 1. Tariff Information and General Regulations

### 1.7 Responsibility of the CLEC

| 1.7.3 | Collocation Liability and Indemnification |
|---|---|
| **C.** | The CLEC shall indemnify, defend, and hold harmless the Telephone Company, its directors, officers and employees, servants, agents affiliates and parent, from and against any and all claims, cost, expense or liability of any kind, including but not limited to reasonable attorneys' fees, arising out of or relating to CLEC installation and operation of its facilities or equipment within the multiplexing node, roof space and transmitter space. |
| **D.** | The CLEC represents, warrants and covenants that it shall comply with all applicable federal, state or local law, ordinance, rule or regulations, in connection with its use of the space within or on the exterior of the central office, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. The CLEC shall indemnify, defend, and hold harmless the Telephone Company, its directors, officers and employees, servants, agents, affiliates and parent, from and against any and all claims, cost, expense or liability of any kind including but not limited to fines or penalties arising out of any breach of the foregoing by the CLEC, its directors, officers, employees, servants, agents, affiliates and parent. |
| **E.** | The CLEC, at its own cost, shall comply with all present and future laws, ordinances, rules, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules, and regulations of any Board of Fire Underwriters or any similar body which shall impose any violation, order or duty upon the Telephone Company or the CLEC with respect to the central office/serving wire center whether or not arising out of the CLEC's use or manner of use. |

| 1.7.4 | Ownership of Facilities |
|---|---|
| **A.** | Facilities utilized by the Telephone Company to provide service under the provisions of this tariff shall remain the property of the Telephone Company. Such facilities shall be returned to the Telephone Company by the TC within a reasonable period following the request in as good condition as reasonable wear will permit. |

| 1.7.5 | Equipment Space and Power |
|---|---|
| **A.** | The CLEC 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 tariff at the points of termination of such services. The selection of alternating current or direct current power shall be mutually agreed to by the CLEC and the Telephone Company. The CLEC 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 services. |

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## 1. Tariff Information and General Regulations

### 1.7 Responsibility of the CLEC

| 1.7.6 | Availability for Testing and Inspection |
|---|---|
| **A.** | The services provided under this tariff shall be available to the Telephone Company for inspection 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 and conformance to technical standards if the Telephone Company deems such testing to be necessary. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments. |
| **B.** | The CLEC is responsible for initiating testing for, and isolating all end user troubles. The Telephone Company will cooperatively test with the CLEC in order to confirm and clear the trouble. |

| 1.7.7 | Coordination with Respect to Network Contingencies |
|---|---|
| **A.** | The CLEC 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, subject to the restoration priority requirements of Part 64 of the FCC's rules. |
| **B.** | The CLEC has an obligation to use its best efforts to administer its network to insure the provision of acceptable service levels to all telecommunications users of its network services. Generally, service levels are considered acceptable only when both the CLEC and the Telephone Company are able to establish connections with little or no delay encountered within their respective network. |

| 1.7.8 | Signals |
|---|---|
| **A.** | In order to protect the Telephone Company's facilities and personnel and the services furnished to other TCs by the Telephone Company from potentially harmful effects, the signals applied to the Telephone Company's service shall be such as not to cause damage to the facilities of the Telephone Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Telephone Company and the channels or facilities of others shall be provided at the TC's expense. |

| 1.7.9 | Balance |
|---|---|
| **A.** | All signals for transmission over the services provided under this tariff shall be delivered by the CLEC balanced to ground except for ground start and duplex (DX). |

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## 1. Tariff Information and General Regulations

### 1.7 Responsibility of the CLEC

| 1.7.10 | Design of CLEC Services |
|---|---|
| **A.** | The CLEC 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. |

| 1.7.11 | References to the Telephone Company |
|---|---|
| **A.** | The CLEC may advise its end users that certain services are provided by the Telephone Company in connection with the service the CLEC furnishes to end users; however, the CLEC shall not represent that the Telephone Company jointly participates in the CLEC's services or otherwise use the name of the Telephone Company, its parent corporation, subsidiaries or affiliates in any advertising or other marketing efforts, without express written consent of the Telephone Company. |

| 1.7.12 | Reciprocal Arrangements |
|---|---|
| **A.** | A CLEC that assigns telephone numbers must make available to the Telephone Company at least one point of termination per LATA where the CLEC assigns telephone numbers. As the CLEC assigns telephone numbers in different rate centers or geographic areas that are served by different Telephone Company rate centers (equivalent rate centers), the Telephone Company may request and the CLEC shall provide, at the Telephone Company's option, either a point of termination within an equivalent Telephone Company rate center, or a rating equivalent through provisioning or purchasing transport to a location designated by the Telephone Company. |
| **B.** | The CLEC is responsible to first provide input to the local exchange routing guide in order for the Telephone Company to activate the CLEC NXX code in the Telephone Company network. |
| **C.** | The CLEC is responsible to update in a timely and accurate manner, industry publications (such as the LERG, and NECA Tariff FCC No. 4). These publications must be provided or updated prior to activation of a TC NXX code in the Telephone Company network, in accordance with central office code guidelines. |

| 1.7.13 | Relationships With Other Carriers |
|---|---|
| **A.** | The CLEC is responsible to establish and maintain its own business relationship with interexchange carriers, cellular carriers, independent telephone companies, and other CLECs for purposes of provisioning, billing, and conducting its general business. |

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## 1. Tariff Information and General Regulations

### 1.7 Responsibility of the CLEC

| 1.7.14 | Signaling |
|---|---|
| **A.** | The CLEC's facilities shall provide the necessary on-hook, off-hook, answer and disconnect supervision. |
| **B.** | Signaling for connections to unbundled network elements must use CCS/SS7 where available. Where CCS/SS7 is not available, or where the use of CCS/SS7 is determined by the Telephone Company to be inappropriate, multifrequency protocol may be used. |

| 1.7.15 | Facility and Equipment Standards |
|---|---|
| **A.** | Any facility, equipment or labor provided or used by the TC or its vendor which utilizes the property of the Telephone Company or terminates on the Telephone Company property must comply with Telephone Company vendor approval and certification standards. |
| **1.** | The CLEC is required to reimburse the Telephone Company for any loss of, or damage to, Telephone Company facilities or equipment if the loss or damage is caused by any gross negligence or willful misconduct on the part of the CLEC or its officers, agents, employees or contractors. |

| 1.7.16 | Automatic Number Identification (ANI) |
|---|---|
| **A.** | A CLEC must make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the potential abuse of ANI consistent with tariff requirements. |
| **B.** | Violation of applicable tariff terms and conditions by any ANI recipient shall result, after a determination through the PUC's complaint process, in suspension of the transmission of ANI by the Telephone Company until such time as the PUC receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the PUC determines that there have been three or more separate violations in a twenty-four month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the PUC. |
| **1.** | Violation of these terms and conditions by a CLEC may result in PUC prosecution of penalty and enforcement proceedings. |

| 1.7.17 | Alternate Billed Calls |
|---|---|
| **A.** | CLECs purchasing services from this tariff are responsible for billing and collecting revenues for alternate billed calls such as calling card, billed to third party, and collect calls charged to their customers which utilize the Telephone Company's network. The Telephone Company is responsible for billing and collecting revenues for such calls charged to its customers when the CLEC's network is used. Both parties are responsible for providing the other party with call details in industry standard format in order to accomplish this. |

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## 1. Tariff Information and General Regulations

### 1.8 Force Majeure

| 1.8.1 | Reciprocal Responsibilities |
|---|---|
| **A.** | Neither party shall be liable for any delay or failure in performance of any obligation under this tariff (other than an obligation to make money payments) from any cause beyond its reasonable control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, strikes, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation carriers (each a force majeure event). If any such event occurs, the party delayed or unable to perform shall give prompt notice to the other party and shall take all reasonable steps to mitigate the effects of such event. During the duration of the event, the duties of the parties under this tariff affected by the event shall be abated and upon cessation of such event, shall resume as promptly as reasonably practicable, without liability thereafter. |
| **B.** | Notwithstanding Sections 1.7.2 and 1.8.1A, no delay or other failure to perform shall be excused pursuant to this Section by the acts or omissions of a party's subcontractors, material-persons, suppliers or other third persons providing products or services to such party unless such acts or omissions are themselves the product of a force majeure event, or unless such delay or failure and the consequences thereof are beyond the reasonable control and without the fault or negligence of the party claiming excusable delay or other failure to perform. |
| **C.** | Neither party shall be liable for any act or omission of any other entity furnishing to the other party facilities, equipment, or services used in conjunction with the services provided in this tariff. Nor shall either party be liable to the other party for any damages or losses due to unauthorized use of the services provided under this tariff. |

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## 1. Tariff Information and General Regulations

### 1.9 Customer Notification and Coordination

| 1.9.1 | Changes and Substitutions |
|---|---|
| **A.** | The Telephone Company may, where such action is reasonably required in the operation of its business, perform the following actions. |
| **1.** | Substitute, change or rearrange any facilities used in providing service under this tariff, including but not limited to: substitution of different metallic facilities, substitution of carrier or derived facilities for metallic facilities, and substitution of metallic facilities for carrier or derived facilities. |
| **2.** | Change minimum protection criteria. |
| **3.** | Change operating or maintenance characteristics of facilities. |
| **4.** | Change operations or procedures of the Telephone Company. |
| **B.** | In the case of any such substitution, change or rearrangement, the transmission parameters will be within the range specified for the individual services involved. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any CLEC 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 CLEC will be given adequate notice 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 CLEC to determine reasonable notification requirements. |
| **1.** | The Telephone Company is not responsible for any additional costs incurred by the CLEC as a result of such changes, substitution or rearrangements. |

| 1.9.2 | Refusal and Discontinuance of Service |
|---|---|
| **A.** | If the CLEC fails to comply with the rules and regulations of this tariff including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on 30 days' written notice by overnight delivery or Certified U.S. Mail to the person designated by the CLEC to receive such notices of noncompliance, with a copy to the Commission, refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying CLEC at any time thereafter. If the Telephone Company does not refuse additional applications or pending orders for service on the date specified in the 30 days' notice, and the CLEC's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service to the non-complying CLEC without further notice. |

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## 1. Tariff Information and General Regulations

### 1.9 Customer Notification and Coordination

| 1.9.2 | Refusal and Discontinuance of Service |
|---|---|
| **B.** | If the CLEC fails to comply with the rules and regulations of this tariff including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on 30 days' written notice by overnight delivery or Certified U.S. Mail to the person designated by the CLEC to receive such notices of noncompliance, with a copy to the Commission, discontinue the provision of the existing services to the non-complying CLEC at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Telephone Company does not discontinue the provision of the services involved on the date specified in the 30 days' notice, and the CLEC's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to discontinue the provision of the services to the non-complying CLEC without further notice. |
| **C.** | The Telephone Company reserves the right to refuse an application for service made by a present or former TC, its majority or minority owners or affiliates, who is indebted to the Telephone Company for services previously furnished, until the indebtedness is satisfied. In the event that service is connected for a TC who is indebted to the Telephone Company for services previously furnished to such TC, the services may be terminated by the Telephone Company unless the TC satisfies the indebtedness within thirty (30) days after written notification, with a copy to the Commission. |

| 1.9.3 | Interference or Impairment |
|---|---|
| **A.** | The characteristics and methods of operation of any circuits, facilities or equipment provided by a CLEC and associated with the facilities utilized to provide services under this tariff 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 or tend to injuriously affect the efficiency of Telephone Company personnel, plant, property or service. The characteristics and methods of operation shall comply with accepted and normal industry standards. |
| **B.** | If such characteristics or methods of operation are not in accordance with the preceding paragraph, the Telephone Company will, where practicable, notify the CLEC that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. |
| **1.** | In cases of such temporary discontinuance, the CLEC will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. |
| **2.** | During such period of temporary discontinuance, credit allowance for service interruptions is not applicable. |

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## 1. Tariff Information and General Regulations

## 1.9 Customer Notification and Coordination

| 1.9.3 | Interference or Impairment |
|---|---|
| **C.** | If the CLEC is not in compliance with protective requirements for CLEC provided equipment, the Telephone Company may take such action as may be required in order to protect its facilities and personnel from harm. The Telephone Company will notify the CLEC in writing, by Certified US Mail, of the need for corrective action. In the event the CLEC fails to respond to the notice within 10 days of having received such notice, or within the timeframe that may be specified in the notice, the Telephone Company may take what ever action it deems necessary, including the suspension of service. The Telephone Company will provide the CLEC a statement of technical parameters as needed. |

| 1.9.4 | Provision of Telephone Numbers |
|---|---|
| **A.** | The Telephone Company reserves the right to assign, designate or change its telephone numbers, serving end offices or tandems, rate centers, or any other call number designations associated with Switched Interconnection Services provided to TCs, or the Telephone Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. |

| 1.9.5 | Network Information Disclosure |
|---|---|
| **A.** | The Telephone Company will comply with the Public Notices of Network Change and Network Information Disclosure rules adopted by the FCC in CC Docket No. 96-98 and in CC Docket No. 86-79, respectively, as such rules may be amended from time to time. |

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## 1. Tariff Information and General Regulations

### 1.10 Confidential Information

| 1.10.1 | General |
|---|---|
| **A.** | Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, agents or Affiliates (its "Representatives" and, together with the Party, a "Receiving Party") pursuant to this tariff (such information, other than CPNI (as defined below) being hereinafter collectively referred to as "Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be confirmed in writing as Confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, or is independently developed by the Receiving Party, the Parties hereby agree that in addition to the confidentiality requirements set forth in the Act and the Order, all Proprietary Information (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed on a confidential basis to only those persons who have a need for it in connection with the provision of services required to fulfill its obligations hereunder and shall be used only for such purpose; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any government authority or applicable law only in accordance with Part A, Section 1.10.1B. |
| **B.** | If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement, and the Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party seeks to obtain. Absent any restraining order or other relief prohibiting any such disclosure by the Receiving Party, then the Receiving Party shall be entitled to disclose such Proprietary Information and shall incur no liability hereunder as a result thereof. |

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## 1. Tariff Information and General Regulations

### 1.10 Confidential Information

| 1.10.1 | General |
|---|---|
| **C.** | The Receiving Party may make copies of Proprietary Information only as reasonably necessary to perform its obligations hereunder. All such copies shall bear the same copyright and proprietary rights and notices as are contained on the original. |

| 1.10.2 | Collocation |
|---|---|
| **A.** | The Telephone Company will hold in confidence, information provided to it by the CLEC and information known to the Telephone Company as a result of the interconnection of equipment contained in the central office to the Telephone Company facilities and services, if such information is of a competitive nature. Similarly, the CLEC is to hold in confidence information provided to it by the Telephone Company and information known to the CLEC as a result of its presence in Telephone Company locations if such information is of a competitive nature. Neither party is obligated to hold in confidence the following information. |
| **1.** | That information which was already known to the party free of any obligation to keep it confidential. |
| **2.** | Information that was or becomes publicly available by other than authorized disclosure. |
| **3.** | Information that was rightfully obtained from a third party not obligated to hold such information in confidence. |

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## 1. Tariff Information and General Regulations

### 1.11 General Responsibilities of the Interconnecting Parties

| 1.11.1 | Regulations |
|---|---|
| **A.** | Each party hereby retains the right to exercise full control of and supervision over its own performance of its obligations hereunder, and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each party will be solely responsible for all matters relating to payment of such employees, including the payment of and compliance with social security taxes, withholding taxes and all other regulations governing such matters. Subject to the limitations on liability hereto and except as otherwise expressly provided herein, each party shall be responsible for its own acts and the performance of all obligations imposed by all applicable federal, state or local statutes, laws, rules, regulations, codes, orders, decisions, injunctions, judgments, awards and decrees (collectively, "Applicable Laws"), (1) in connection with its activities, legal status and property, real or personal, and (ii) the acts of its own affiliates, employees, agents, and contractors during the performance of that party's obligations hereunder. Neither this tariff, nor any actions taken by the Telephone Company or the requesting TC in compliance with this tariff, shall be deemed to create an agency, joint venture, or other relationship between the Telephone Company and the requesting TC of any kind, other than that of purchaser and seller of services. Neither this tariff, nor any actions taken by the Telephone Company or the requesting TC in compliance with this tariff, shall create a contractual, agency, or any other type of relationship or third party liability between the Telephone Company and the requesting TC end user or others. |
| **B.** | The parties may exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnection required to assure traffic completion to and from all customers in their respective designated service areas. The requesting TC, for the purpose of ubiquitous connectivity, network diversity and alternate routing, shall connect to at least one tandem office switch for the receipt/completion of traffic to any Telephone Company end office switches. |
| **C.** | Each party is individually responsible to provide access to facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other party's network and for delivering such traffic to the other party's network in the standard format compatible with the Telephone Company's network and to terminate the traffic it receives in that standard format to the proper address on its network. See BOC Notes on the Network (SR-TSV-00275) for a general description of the design of local exchange carrier network. The parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan. |
| **D.** | Neither party shall use any service related to or in connection with any of the telecommunications services provided hereunder in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either party's customers or end users. Either party may discontinue or refuse service if the other party violates this provision. Upon such violation, either party shall provide the other party notice, if practicable, at the earliest practicable time. |
| **E.** | Each party is solely responsible for the services it provides to its customers and to other TCs. |

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## 1. Tariff Information and General Regulations

### 1.11 General Responsibilities of the Interconnecting Parties

| 1.11.1 | Regulations |
|---|---|
| **F.** | The parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this tariff. |
| **G.** | Each party is responsible for administering NXX codes assigned to it. |
| **H.** | Each party is responsible for obtaining LERG listings of CLLI codes assigned to its switches. |
| **I.** | Each party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner. |
| **J.** | Each party shall program and update its own central office switches and end office switches and network systems to recognize and route traffic to and from the other party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined herein, neither party shall impose any fees or charges on the other party for such activities. |
| **K.** | In addition to the obligations of the parties to maintain insurance coverage at all times during the term each party shall keep and maintain in force, at their own expense all insurance required by law (e.g., workers compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident and automobile liability with coverage for bodily injury and for property damage. Upon request from the other party, each party shall provide to the other party evidence of such insurance (which may be provided through a program of self insurance). |
| **L.** | Nothing herein shall prevent the requesting TC from purchasing elements or services under existing Telephone Company tariffs. Any such elements or services purchased by the requesting TC will be provided at the prevailing tariffed rates. |
| **M.** | The Telephone Company will, where practicable, notify the requesting TC that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuances, the requesting TC will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. |

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## 1. Tariff Information and General Regulations

### 1.12 General Dispute Resolution Mechanism

| 1.12.1 | Regulations |
|---|---|
| **A.** | Prior to submission of a formal dispute pursuant to Section 1.12.1. B or C below, the Telephone Company and the CLEC must undertake a reasonable effort to resolve the dispute informally, including the complaining carrier's undertaking a good faith effort to follow the responding carrier's escalation procedures in place at the time of the dispute. The Telephone Company's escalation procedures and escalation contact lists may be found on the Telephone Company's wholesale website at http://www.fairpoint.com/wholesale. References to the Telephone Company's website do not represent tariff provisions that have been subject to Commission review and approval. (T) |
| **B.** | Unless specifically governed by another provision in this tariff, prior to the submission of a dispute to the Commission for resolution, the complaining carrier must present to the responding carrier a written, one-page summary of the substance of the dispute, including an explanation of the steps already taken to resolve the dispute. Where the CLEC is the complaining carrier, the one-page dispute summary should be sent to the director-level contact identified on the applicable Telephone Company escalation list and a copy of the documentation should be sent to the Telephone Company's Vice President – New Hampshire. Within ten business days of receipt of the written summary, the responding carrier will respond by sending to the complaining carrier a written, one-page summary of the responding carrier's response, including proposed resolution if any. In the event the responding carrier fails to respond to the substance of the complaint within 10 business days, or the complaining carrier does not agree with the resolution of its complaint, the complaining carrier will have the right to request an expedited or "fast track" Commission arbitration pursuant to the method awarded and described in Issue 4 and further detailed in Issue 29 of the Arbitrator's Final Report to the Commission in DE 96-252 dated November 15, 1996, as approved by the Commission in Order No. 22,433 issued December 2, 1996. For billing disputes specifically, refer to Section 4.1.7. |
| **C.** | As an alternative to the arbitration procedure referred to in Part A, Section 1.12.1(A) preceding, the parties may agree to employ a reasonable alternative dispute resolution mechanism. The parties shall notify the Commission promptly of any such agreement. (T)(X) |

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## 1. Tariff Information and General Regulations

### 1.13 Miscellaneous

| 1.13.1 | Nonexclusive Remedies |
|---|---|
| **A.** | Except as otherwise expressly provided in this tariff, each of the remedies provided hereunder is cumulative and is in addition to any remedies that may be available at law or in equity. |

| 1.13.2 | Third Party Beneficiaries |
|---|---|
| **A.** | Unless otherwise specifically set forth in this tariff, this tariff does not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other privilege. |

| 1.13.3 | Governing Law |
|---|---|
| **A.** | This tariff, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties shall be governed by the laws of the State of New Hampshire other than as to conflicts of laws, except insofar as federal law may control any aspect of the rights and/or obligations of the parties hereunder, in which case federal law shall govern such aspect. |

| 1.13.4 | Publishing and Advertising |
|---|---|
| **A.** | Neither party shall publish or use any advertising, sales promotions or other publicity materials that use the other party's logo, trademarks or service marks without the prior written approval of the other party. Neither party may offer services to its end users or others under any of the brand names of the other Party or any of its parents, subsidiaries of Affiliates, regardless of whether or not such brand names are registered trademarks or service marks, without the prior written approval of the other Party. Neither Party shall state or imply that there is any partnership or other joint business arrangement with the other Party, its parent, subsidiaries, or Affiliates, for the provision of services to the other Party's end users or others. The Parties may jointly develop a press release publicizing their relationship under this tariff, subject to both (1) any prior nondisclosure agreement, and (2) mutually agreed upon language and media |

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## 1. Tariff Information and General Regulations

### 1.13 Miscellaneous

| 1.13.5 | Amendments or Waivers |
|---|---|
| **A.** | Except as otherwise provided in this tariff, no amendment or waiver of any provision of this tariff, and no consent to any default under this tariff, shall be effective unless the same is in writing and signed by both Parties. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this tariff shall be construed as a waiver of such term, right or condition. By entering into the agreement to be bound by the terms of this tariff, neither Party waives any right granted to it pursuant to the Act and/or regulations, orders or rulings issued pursuant thereto, except to the extent the Act or any such regulations, orders or rulings permit such rights to be modified or waived and such modification or waiver is expressly set forth herein. |

| 1.13.6 | Severability |
|---|---|
| **A.** | If any term, condition or provision of this tariff is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate the entire tariff, unless such construction would be unreasonable. However, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the invalid or unenforceable provision. |

| 1.13.7 | Survival of Obligations |
|---|---|
| **A.** | Any liabilities or obligation of a Party for acts or omissions prior to the expiration or termination of the Term; any obligation of a Party under the provisions regarding indemnification, Proprietary Information, limitations on liability, and all other provisions of this tariff which, by their express terms, are contemplated to survive (or to be performed after) the expiration or termination of the Term, shall survive the expiration or termination thereof. |

| 1.13.8 | Nonexclusive Dealings |
|---|---|
| **A.** | The agreement by the Parties to be bound by this tariff does not prevent either Party from providing or purchasing services to or from any other person, nor, except as provided in Part A, Section 1.4.3 and Part B, Section 13.4.1D hereof, does it obligate either Party to provide or purchase any services not specifically provided herein. |

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## 2. Bona Fide Request Process (BFR)

### 2.1 General

The following is the Bona Fide Request process that the Telephone Company utilizes to consider requests for interconnection or access to new unbundled network elements.

| 2.1.1 | Description |
|---|---|
| **A.** | The Telephone Company shall promptly consider and analyze requests for interconnection or access to new unbundled network elements through the submission of a BFR hereunder. |
| **B.** | A BFR shall be submitted in writing and shall include a technical description. |
| **C.** | The requesting TC may cancel a BFR at any time with no charge for the preliminary report, but shall pay the Telephone Company's reasonable and demonstrable costs of processing and/or implementing the detailed report subject to the true-up limits indicated below. |
| **D.** | Within ten business days of its receipt, the Telephone Company shall acknowledge receipt of the BFR. |
| **E.** | Except under extraordinary circumstances, within thirty days of its receipt of a BFR, the Telephone Company shall provide to the requesting TC a preliminary report including analysis of such BFR. The preliminary analysis shall confirm that the Telephone Company will offer the arrangement, service or element or will provide a detailed explanation that it is not technically feasible and/or that the request does not qualify to be provided under the Act. If the request is found to be valid, the preliminary report shall include a time and cost estimate for completion of the detailed report. |
| **F.** | If the Telephone Company determines that the BFR is technically feasible and otherwise qualifies under the Act, it shall promptly proceed with developing the BFR upon receipt of written authorization, together with the payment of the cost estimate for completion of the detail report, and payment from the requesting TC. When it receives such authorization, the Telephone Company shall promptly develop the requested service, element or interconnection arrangement, determine its availability, calculate the applicable prices and establish installation intervals. |
| **G.** | Unless the parties otherwise agree, the requested service, element or interconnection arrangement must be priced in accordance with Section 252(d)(1) of the Act. |
| **H.** | As soon as feasible, but no later than ninety days after its receipt of authorization to proceed with developing the BFR, the Telephone Company shall provide to the requesting TC a detailed report containing the complete BFR quote which will include, at a minimum, a description of each request, the availability, the applicable rates and the installation intervals. |
| **1.** | Upon completion by the Telephone Company of the detailed report, (i) the Telephone Company shall furnish the requesting TC with a statement itemizing final costs for compilation of the detailed report, and (ii) the requesting TC shall pay to the Telephone Company an amount equal to the reasonable and demonstrable costs incurred by the Telephone Company in processing and completing the detailed report in excess of the preliminary cost estimate; provided however, such excess amount shall not be greater than 20% of the preliminary cost estimate. |

## 2. Bona Fide Request Process (BFR)

### 2.1 General

| 2.1.1 | Description |
|---|---|
| **H.** | **(Continued)** |
| **2.** | If, at any time after the receipt by the Telephone Company of a written request and authorization from the requesting TC to proceed with the preparation of a detailed report, the requesting TC shall elect to cancel its request or any part thereof, the Telephone Company shall promptly refund to the requesting TC the preliminary cost estimate that the requesting TC has paid, less the amount of the reasonable and demonstrable costs incurred by the Telephone Company through the date of such cancellation in processing such detailed report; provided however, such refund shall not exceed 80% of the preliminary cost estimate. |
| **I.** | Within ninety days of receipt of the detailed report (BFR quote), the requesting TC must either confirm its order for the BFR pursuant to the BFR quote or seek arbitration by the PUC pursuant to Section 252 of the Act. |
| **J.** | If one party believes that the other party is not requesting, negotiating or processing the BFR in good faith, or disputes a determination or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such party may seek mediation or arbitration by the PUC pursuant to Section 252 of the Act. |

## 3. Ordering of Service

### 3.1 Orders for Interconnection Service

| 3.1.1 | General |
|---|---|
| **A.** | When a CLEC orders interconnection arrangements to terminate traffic from its network, it must provide the Telephone Company with all information required to implement appropriate arrangements, including but not limited to the vertical and horizontal (V&H) coordinates and the common language location identifier (CLLI) of the following: |
| **1.** | The point of termination (POT) of the facilities (for the NXX) |
| **2.** | The NPA/NXX or NXX serving area location |
| **3.** | The NXX serving central office as published in the local exchange routing guide (LERG) |
| **4.** | The operating company number (OCN) as issued by National Exchange Carrier Association (NECA) |
| **5.** | The type of interconnection being ordered (i.e., end office interconnection or tandem interconnection as is being sought) |
| **6.** | The type of signaling desired (i.e., CCS/SS7 or MF) |
| **7.** | Point code and network information required for CCS-SS7 signaling |
| **8.** | The number of DS1 port terminations |
| **9.** | The carrier identification code (CIC) associated with the arrangement being ordered |
| **10.** | Revenue accounting office (RAO) information required for record exchange and other standard requirements. |
| **11.** | For the SS7 signaling option, the TC shall specify the switching point codes and trunk circuit identification codes for trunks with the SS7 option and the STP point codes, signaling link codes, link type, signaling feature capability and the traffic estimate for each CCS/SS7 connection ordered. |
| **12.** | For LIDB Access Service, the TC shall specify, per access order, the LIDB originating point codes (OPC) and Location Identifier Code(s) that will access the Telephone Company LIDB. When the order is placed, the Telephone Company will provide NPA, NXX and Revenue Accounting Office codes for the TC's use in populating global title translation tables. |
| **13.** | For initial orders, appropriate certificate of public convenience and necessity (CPCN) issued by the Commission. |
| **B.** | The Telephone Company will provide an appropriate service request form that must be completed by the ordering CLEC for this purpose. |
| **C.** | Services purchased by TC and other carriers out of Telephone Company tariffs will be provided at tariffed rates until the Telephone Company receives an order in writing to disconnect those services. |
| **D.** | No retroactive changes or declarations will be accepted with respect to the rating, re-rating, or reclassification of existing services as Interconnection Services. |

## 3. Ordering of Service

### 3.1 Orders for Interconnection Service

| 3.1.2 | Labor |
|---|---|
| A. | A call-out of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours. |

| 3.1.3 | Service Date Interval |
|---|---|
| A. | To the extent service can be made available with reasonable effort, the Telephone Company will provide the service in accordance with the TC's requested interval, subject to the provisions herein. |
| 1. | **Standard Interval** |
| a. | A schedule of standard intervals applicable for TC Interconnection Services is included in Section 3.1.4 following. The schedule specifies the services and the quantities that can be provided within the standard intervals. |
| b. | Interconnection Services provided in a standard interval will be installed during normal Telephone Company business days. If a TC requests that installation be done outside of normal scheduled work hours, and the Telephone Company agrees to this request, expedited order charges will apply. |
| c. | The Standard Interval will be calculated from the date of receipt of a complete and accurate service order. Changes in ordering information may result in renegotiation of the due date. Intervals are subject to availability of facilities (e.g., collocation or comparable interconnection point must already be established, interoffice transmission facilities and switch terminations must be available). |
| 2. | **Negotiated Interval—** The Telephone Company will negotiate a service date interval under the following circumstances. |
| a. | When there is no Standard Interval for the service. |
| b. | When the quantity of interconnection services ordered exceeds the quantities specified in the Standard Interval. |
| c. | When the TC requests a service date beyond the applicable standard interval service date. |
| d. | The Telephone Company will offer a service date based on the type and quantity of unbundled network elements the TC has requested. |

| 3.1.4 | Modification |
|---|---|
| A. | **Expedited Order** |
| 1. | When placing an order for which standard intervals exist, a TC may request a service date that is prior to the standard interval service date. A TC may also request an earlier service date on a pending standard or negotiated interval order. If the Telephone Company agrees to provide service on an expedited basis, expedited order charges will apply as appropriate. |

## 3. Ordering of Service

### 3.1 Orders for Interconnection Service

| 3.1.4 | Modification |
|---|---|
| **A.** | **(Continued)** |
| **2.** | If the Telephone Company is subsequently unable to meet an agreed-upon service date, no expedited order charge will apply unless the missed service date was caused by the TC, its agent or customer. |
| **3.** | If additional costs other than any applicable additional labor are to be incurred when a service date on a service order is expedited, the Telephone Company will develop and quote such costs to the TC, obtain TC authorization and bill the TC in accordance with the special construction terms and conditions in the Telephone Company's applicable tariff. |

| 3.1.5 | Cancellation |
|---|---|
| **A.** | The full nonrecurring charges for the service applies in connection with all canceled TC service orders. |
| **B.** | If the Telephone Company misses a service date for a standard or negotiated interval order by more than 30 days, except due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotion, the TC may cancel the service order without incurring cancellation charges. |

| 3.1.6 | Service Order Standard Intervals |
|---|---|
| **A.** | **Establishment of New Meet Point A, B, C, Two Way Meet Point A RTET, or Two-way Meet Point B RTET trunk groups or DA trunk groups—**The interval for 1-10 DS1 trunks is 60 business days. |
| **B.** | **Additions to Existing Trunk Groups (Meet Point A, Meet Point B, Meet Point C, Two-way Meet Point A RTET, Two-way Meet Point B RTET or DA—**The interval for 1-4 DS1 trunks is 30 business days. |

| 3.1.7 | Service and Installation Intervals–SS7 Signaling Interconnection Trunks/STP Ports |
|---|---|
| **A.** | **Trunks/STP Ports** |
| **1.** | For new trunk groups 1-240 trunks (1-10 DS1s) —The interval is 60 business days. |
| **2.** | For additions to existing trunk groups 1-96 trunks (1-4 DS1s) —The interval is 30 business days. |
| **3.** | Trunks in excess of the preceding quantities—The interval is negotiated. |
| **B.** | Where Certification Testing is required for new installations, or for the addition of new features, a minimum of an additional 10 days is required. |

## 3. Ordering of Service

### 3.2 Orders for Unbundled Network Elements (UNEs)

| 3.2.1 | General |
|---|---|
| **A.** | The Telephone Company provides non-discriminatory access to UNEs, where deployed and to the extent technically feasible. |
| **B.** | A single service order is an order comprised of services which are ordered for the same due date and at the same central office location. In addition, when a single service order contains as one of its service components, a request for the link unbundled network element, the links so ordered must be for installation at the same physical customer premises. |
| **C.** | The TC may order unbundled links and switch ports on the same service order. Both of the NRCs which separately apply for the installation of the link and installation of the port will apply. |

| 3.2.2 | Service and Installation Intervals–Unbundled Network Elements–Links | |
|---|---|---|
| **A.** | The following installation intervals apply to link requests that can be accommodated by the Telephone Company with existing facilities. Where facilities do not exist, the installation interval will be a negotiated interval. | |
| **1.** | **Analog Two Wire Links**—Appointment per installation management tool. Quantities of 6 or greater new lines will be provided on a negotiated interval subject to facilities availability. For conversions of existing lines, the interval for 1-9 lines is 5 business days. For conversion quantities of 10 or greater, the interval is negotiated. | (T) |
| **2.** | **Digital Two Wire (ISDN Premium) Links**—Appointment per installation management tool. Quantities of 6 or greater new lines will be provided on a negotiated interval subject to facilities availability. For conversions of existing lines, the interval for 1-9 lines is 5 business days. For conversion quantities of 10 or greater, the interval is negotiated. | (T) |
| **3.** | **Digital (including ADSL, HDSL, SDSL and IDSL qualified) Two Wire Links**—After pre-qualification is completed, the interval for 1-5 links is 6 business days and the interval for 6-9 links is 12 business days, subject to facilities availability. Quantities of 10 or greater will be provided on a negotiated interval subject to facilities availability. | |
| **4.** | **Analog Four Wire Links**—7 business days or installation management tool, whichever is greater. Quantities of 6 or greater new lines will be provided on a negotiated interval subject to facilities availability. For conversions of existing lines, the interval for 1-9 lines is 7 business days. For conversion quantities of 10 or greater, the interval is negotiated. | (T) |
| **5.** | **Digital Four Wire (56 KB) Links**—The interval for 1-5 links is 6 business days and the interval for 6-9 links is 12 business days, subject to facilities availability. Quantities of 10 or greater will be provided on a negotiated interval subject to facilities availability. | (T) |
| **6.** | **Digital (including HDSL qualified) Four Wire Links**—After pre-qualification is completed, the interval for 1-5 links is 6 business days and the interval for 6-9 links is 12 business days, subject to facilities availability. Quantities of 10 or greater will be provided on a negotiated interval subject to facilities availability. | |

## 3. Ordering of Service

## 3.2 Orders for Unbundled Network Elements (UNEs)

| 3.2.2 | Service and Installation Intervals–Unbundled Network Elements–Links |
|---|---|
| **A.** | (Continued) |
| **7.** | **Digital Designed Links**—Upon completion of link qualification process and receipt of completed work order for digital designed link, 15 business days for construction work, plus normal interval for underlying ADSL-, HDSL-qualified or Premium Link. This interval may be extended in cases of extraordinary spikes in demand, unforecasted demand, or extraordinary construction delays. Quantities of 10 or greater will be provided on a negotiated interval subject to facilities availability. |
| **8.** | **Manual Loop Qualification**—3 business days except in cases of extraordinary spikes in demand or unforecasted demand. |
| **9.** | **Engineering Query**—3 business days except in cases of extraordinary spikes in demand or unforecasted demand. |
| **10.** | **Digital High Capacity** |
| **a.** | **1.5 Mbps**—The interval for 1-9 links is 9 business days (includes loop qualification/facility check) except in cases of extraordinary spikes in demand, or unforecasted demand. Quantities of 10 or greater will be provided on a negotiated interval. |
| **b.** | **45 Mbps**—The interval for 1-4 links is 17 business days where facilities exist. Where facilities don't exist, the interval is based on the facility availability date plus the standard interval. Quantities of 5 or greater will be provided on a negotiated interval. |
| **11.** | **Local Number Portability without Unbundled Links**—The interval for 1-19 lines/numbers is 3 business days and the interval for 20-100 lines/numbers is 20 business days. Quantities of 101 or greater will be provided on a negotiated interval. |
| **B.** | The Installation Management Tool is a system that analyzes work required on an order and compares it to available work forces. Local supervisors input the work force availability on a daily basis in advance. The Installation Management Tool fills up a day's schedule on a first-in first-out basis until 90% of available force is scheduled. The available force works both maintenance and installation. Reseller and network element orders are in the same queue as the Telephone Company's end users. Intervals can be as short as one day and, in most cases, less than five days. The Telephone Company's target standard of performance is to have 90% of POTS orders provisioned in less than five days. Orders with requested due dates in excess of five days are excluded from this measure. (T) |

## 3. Ordering of Service

## 3.2 Orders for Unbundled Network Elements (UNEs)

| 3.2.3 | Service and Installation Intervals–Unbundled Network Elements–Unbundled Local Switching |
|---|---|
| **A.** | **Line Ports** |
| **1.** | **Analog Line Port, PAL Port and Coin Port After Establishment of Switch Translation Activation** |
| **a.** | 1-19 line ports per order – The interval is 2 business days. |
| **b.** | 20-100 line ports per order – The interval is 10 business days. |
| **c.** | Other - The interval is negotiated. |
| **2.** | **Wiring to Bay or Hot Cut—**The interval is 5 business days. |
| **3.** | **Basic Rate ISDN Line Port** |
| **a.** | Local 1-12 line ports per order – The interval is 8 business days. |
| **b.** | Over 12 line ports per order – The interval is negotiated. |
| **4.** | **Primary Rate ISDN Line Port** |
| **a.** | 1-4 line ports per order – The interval is 20 business days. |
| **b.** | Over 4 line ports per order – The interval is negotiated. |
| **5.** | **DS1 DID/DOD/PBX Port Interface** |
| **a.** | 1-4 ports per order – The interval is 20 business days. |
| **b.** | Over 4 ports per order – The interval is negotiated. |
| **6.** | **Integrated Digital Loop Carrier—**The interval is negotiated. |
| **7.** | **Electronic Key Telephone Port—**The interval is negotiated. |
| **8.** | **Feature Change to Line Port** |
| **a.** | Basic feature additions (call waiting, call forwarding, three way calling) if order received by 3PM (EST)—Same business day interval. |
| **b.** | Basic feature additions (call waiting, call forwarding, three way calling) if order received after 3PM (EST)—Next business day interval. |
| **c.** | PIC change if LSR received before 2PM (EST)—Same business day interval. |
| **d.** | PIC change if LSR received after 2PM (EST)—Next business day interval. |
| **e.** | Caller ID—The interval is 4 business days. |
| **f.** | Suspend, block or restore disconnect orders – Translation change/no dispatch—Same business day interval if LSR received before 12 noon (EST). |
| **g.** | Suspend, block or restore – Translation change/no dispatch —Next business day interval if LSR received after 12 noon (EST). |

## 3. Ordering of Service

## 3.2 Orders for Unbundled Network Elements (UNEs)

| 3.2.3 | Service and Installation Intervals–Unbundled Network Elements–Unbundled Local Switching |
|---|---|
| **B.** | **Trunk Ports** |
| **1.** | For new trunk groups 1-240 trunks (1-10 DS1s) —The interval is 60 business days. |
| **2.** | For additions to existing trunk groups 1-96 trunks (1-4 DS1s) —The interval is 30 business days. |
| **3.** | Trunks in excess of the preceding quantities—The interval is negotiated. |

| 3.2.4 | Service and Installation Intervals–Unbundled Network Elements–Unbundled Interoffice Transmission Facilities |
|---|---|
| **A.** | **Dedicated IOF Transport** |
| **1.** | **DS1 and DS3** —Subject to availability, for quantities of eight or less, the interval is 15 business days. For quantities more than eight, the interval is negotiated. |
| **2.** | **STS-1, OC-3 and OC-12**—The interval is negotiated. |
| **B.** | **Dedicated Multiplexer** |
| **1.** | **3/1 and 1/0 High Speed Channel**—Subject to availability, for quantities of 8 or less, the interval is 15 business days. For quantities more than eight, the interval is negotiated. |
| **2.** | **3/1 and 1/0 Low Speed Channel on an Existing Multiplexer**—Subject to availability, for quantities or eight or less, the interval is 15 business days. For quantities more than eight, the interval is negotiated. |

## 3. Ordering of Service

## 3.2 Orders for Unbundled Network Elements (UNEs)

| 3.2.5 | Service and Installation Intervals–Unbundled Network Elements–Network Interface Device and House and Riser Cable | |
|---|---|---|
| **A.** | **NID** | |
| **1.** | Subject to available facilities, for quantities of 1–9 pairs—Appointment per installation management tool. | (T) (T) |
| **2.** | For quantities of ten pairs or more or where facilities do not exist—Negotiated interval. | |
| **B.** | **House and Riser Cable** | |
| **1.** | Subject to available facilities, for quantities of 1–9 pairs—Appointment per installation management tool. | (T) (T) |
| **2.** | Quantities of ten pairs or more or where facilities do not exist—Negotiated interval. | |

| 3.2.6 | Service and Installation Intervals–Unbundled Network Elements–Line Sharing |
|---|---|
| **A.** | **Line Sharing** |
| **1.** | 1–9 links— After pre-qualification is complete, 6 business days. |
| **2.** | 10+ links—Negotiated interval. |

## 3. Ordering of Service

### 3.2 Orders for Unbundled Network Elements (UNEs)

| 3.2.7 | Modification |
|---|---|
| **A.** | **Expedited Order** |
| **1.** | When placing an order for which standard intervals exist, a TC may request a service date that is prior to the standard interval service date. A TC may also request an earlier service date on a pending standard or negotiated interval order. If the Telephone Company agrees to provide service on an expedited basis, expedited order charges will apply as appropriate. |
| **2.** | If the Telephone Company is subsequently unable to meet an agreed-upon service date, no expedited order charge will apply unless the missed service date was caused by the TC, its agent or customer. |
| **3.** | If additional costs other than any applicable additional labor are to be incurred when a service date on a service order is expedited, the Telephone Company will develop and quote such costs to the TC, obtain TC authorization and bill the TC in accordance with the special construction terms and conditions in the Telephone Company's applicable tariff. |

| 3.2.8 | Cancellation |
|---|---|
| **A.** | The full nonrecurring charges for the service applies in connection with all canceled TC service orders. |
| **B.** | If the Telephone Company misses a service date for a standard or negotiated interval order by more than 30 days, except due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotion, the TC may cancel the service order without incurring cancellation charges. |

## 3. Ordering of Service
## 3.3 Nonrecurring Charges (NRCs)

| 3.3.1 | General |
|---|---|
| **A.** | NRCs are one-time charges that apply for a specific work activity. The application of NRCs are contained in each tariff section wherein the specific services are identified. |
| **B.** | Service orders must comply with the service order provisions contained in Part A, Section 3.1.1 and Section 3.2.1 of this tariff. |
| **3.3.2** | **Description** |
| **A.** | Unless otherwise stated in the individual tariff section wherein the specific services are identified, the NRCs which commonly apply to services are as set forth herein. In addition to the following NRCs, other NRCs may apply. NRCs may vary depending upon whether the order is for connection or disconnection of service. |
| **1.** | **Service Order Charge—** Applies for each order for service that is submitted to the Telephone Company. Expedited order charges apply in accordance with the provisions contained in Section 3.2.7. The Service Order charge applies for all services requested at the same time between the same two premises or the same premises and a collocated interconnection location for the same due date. Each subsequent or additional request will be assessed an additional Service Order charge. |
| **2.** | **Manual Intervention Surcharges—** Apply when the Telephone-Company approved electronic ordering system is not used to place an order for services or when an order is sent in requiring corrections and a Telephone Company service representative must intervene. Charges apply in addition to the service order and service connection-other charges. Expedited order charges apply in accordance with the provisions contained in Section 3.2.7. |
| **3.** | **Service Connection-Central Office Wiring—** This charge, which recovers the cost of performing the central office wiring, applies for each service installed. Expedited charges apply in accordance with the provisions contained in Section 3.2.7. |
| **4.** | **Service Connection-Other—** This charge, which recovers the cost of provisioning the service order (other than the central office wiring costs), applies for each service installed. Expedited charges apply in accordance with the provisions contained in Section 3.2.7. |
| **5.** | **Dispatch Out of Hours—** An out of hours dispatch charge will apply per hour when a technician is dispatched during hours not sequential to that technician's normal scheduled tour of duty. This charge has a four hour minimum and any charges thereafter are based on thirty minute increments. |
| **6.** | **Installation Dispatch Out—** Applies when a technician is dispatched to install a UNE. This charge applies per location dispatched per occasion. |
| **7.** | **Customer Not Ready-In Charge—** Applies when Telephone Company personnel are deployed to work with a customer on a service request at a Telephone Company location according to a pre-negotiated schedule and the customer is not available or ready for the scheduled appointment. |
| **8.** | **Customer Not Ready-Out Charge—** Applies when a Telephone Company technician is deployed to a non-Telephone Company premises and either the technician cannot gain access to the premises, the TC is not ready, or a reported trouble is not with the Telephone Company's service. |

**3. Ordering of Service**
**3.3 Nonrecurring Charges (NRCs)**

| 3.3.2 | Description |
|---|---|
| **A.** | (Continued) |
| **9.** | **Line and Station Transfer—** Applies whenever the Telephone Company performs a pair swap or otherwise moves a customer's service from one existing loop facility onto another existing loop facility serving the same location. |
| **10.** | **Engineering Query Charge—** Applies when a Telephone Company engineer supplies information to the TC, such as information regarding the type of network modification required to make a facility available. |
| **11.** | **Engineering Work Order Charge—** Applies when the TC's order requires network modifications and the Telephone Company is required to verify facilities availability, design the service, write the work order, and prepare the special bill generated as a result of construction. |
| **12.** | **Clear Defective Pair Charge—** Applies when a technician is physically dispatched to open splices or cable sheathes to locate and repair a trouble in order to make a pair available for a new service installation. Applies where feasible. |
| **13.** | **Reassignment of Non-Working Cable Pair Charge—** Applies when a technician is physically dispatched to disconnect and move a previously dedicated cable pair to use the pair for a new service location. |
| **14.** | **Binder Group Rearrangement Charge—**Applies when a technician is physically dispatched to transfer a service to a different binder group to eliminate spectral interference. |
| **15.** | **Repeater Installation Charge—** Applies when a technician is physically dispatched for the installation of a repeater, repeater shelf, and doubler to provide stronger transmission signals on a circuit. |
| **16.** | **Apparatus Case Installation Charge—** Applies when a technician is physically dispatched for the installation of an apparatus case and includes the testing, turn up, and equipment costs for a DS0 and DS1 circuit. |
| **17.** | **Range Extenders-DS0 Installation Charge—** Applies when a Range Extender is installed in the central office on a copper facility that serves a DS0 circuit where the circuit exceeds acceptable line loss limits. |
| **18.** | **Range Extenders-DS1 Installation Charge—** Applies when a Range Extender is installed in the central office on repeaterless DS1 facilities and enhances the DS1 signal from inside the central office to extend the facility beyond normal distance limitations. |
| **19.** | **Channel Unit to Universal/Cotted DLC System (Existing) Charge—** Applies when a technician is physically dispatched to place, program and test a line card that activates a channel in a carrier system. |
| **20.** | **Serving Terminal-Installation/Upgrade Charge—** Applies to the addition of capacity or upgrade of functionality to an existing carrier system or customer serving terminal. |
| **21.** | **Multiplexer – 1/0 – Installation Charge—** Applies to the installation and provisioning of a digital multiplexer that converts a DS1 channel to 24 DS0 channels. |

## 3. Ordering of Service

### 3.3 Nonrecurring Charges (NRCs)

| 3.3.2 | Description |
|---|---|
| A. | (Continued) |
| 22. | **Multiplexer – 1/0 – Installation Charge—** Applies to the installation and provisioning of a digital multiplexer that converts a DS1 channel to 24 DS0 channels |
| 23. | **Multiplexer – 1/0 – Reconfiguration Charge—** Applies to the manual or remote reconfiguration of the setup or design of a digital multiplexer that converts a DS1 channel to 24 DS0 channels. |
| 24. | **Multiplexer – 3/1 – Installation Charge—** Applies to the installation and provisioning of a digital multiplexer that combines 28 DS1 channels to a single DS3 channel. |
| 25. | **Multiplexer – 3/1 – Reconfiguration Charge—** Applies to the manual or remote reconfiguration of the setup or design of a digital multiplexer that combines 28 DS1 channels to a single DS3 channel. |
| 26. | **Multiplexer – Other – Installation Charge—** Applies on a time and materials basis to the installation and provisioning of a digital multiplexer other than a 1/0 or 3/1 digital multiplexer. |
| 27. | **Move Drop Charge—** Applies where a technician is physically dispatched to an end user location to move the service drop to the end user's Network Interface Device (NID). |
| 28. | **Cross Connection – Existing Fiber Facility Charge—** Applies where a technician is physically dispatched for purposes of fiber splicing at a fiber case to complete the circuit to the end user location, and includes the running of a fiber jumper in an existing cabinet or shelf. |
| 29. | **Line Card-Installation Charge—** Applies to the installation and provisioning of a DS1 equipment line card within an existing apparatus case or shelf. |
| 30. | **Copper Rearrangement Charge—** Applies where there are insufficient copper cable pairs at a specific location and involves rearrangement of large groups of pairs (multiple customers or inactive pairs) along a cable route. |
| 31. | **Central Office Terminal Installation Charge—** Applies to the installation and provisioning of a Central Office Terminal (COT), including assembly/mounting of shelves, slotting of cards, cabling (fiber, transmission, power), barcoding, and labeling. |
| 32. | **IDLC Only Condition Charge—** Applies to the installation of a digital loop carrier or other serving arrangement when IDLC only condition exists. |
| 33. | **Other Required Modifications—** Applies on time and materials basis when required network modification is outside the scope of other enumerated network modification charges. |
| 34. | **Removal of Bridged Tap Charge—** Applies when the TC requests that the Telephone Company remove bridged tap from a loop that is less than 18,000 feet that meets Resistance Design criteria as defined in national standards. Applies on a single and multiple occurrence basis. This NRC will not apply when a loop of less than 18,000 feet has bridged taps above 6,000 feet removed so that the total bridged tap length does not exceed 6,000 feet. |

## 3. Ordering of Service

### 3.3 Nonrecurring Charges (NRCs)

| 3.3.2 | Description |
|---|---|
| **A.** | (Continued) |
| **35.** | **Removal of Load Coils Charge—** Applies when the TC requests that the Telephone Company remove load coils from a loop that is greater than 18,000 feet that meets Resistance Design criteria as defined in national standards and the TC requests to surpass Resistance Design criteria. This NRC covers the physical maintenance work involved in removing load coils. A TC may request that the Telephone Company remove load coils from multiple loops within the same binder group provided that such loops serve the same premises. Charges are assessed for removing load coils on the first loop and subsequently for each additional loop within the same binder group, and vary depending upon the length of the loop. No charge applies for the remove of load coils on loops of less than 18,000 feet. |
| **36.** | **Addition of ISDN Loop Extension Electronics—** Applies when the Telephone Company adds electronics to the copper portion of a two-wire digital ISDN-capable link so that it may provide service at lengths greater than 18,000 feet. |
| **37.** | **Manual Loop Qualification Charge—** Applies when a TC requests loop information concerning xDSL or Digital Designed Links (refer to Part B, Section 5.4) where the mechanized loop qualification database is not available. |

## 4. Issuance, Payment and Crediting of Customer Bills

### 4.1 Responsibility of the Telephone Company

Rates and charges for services explained herein are contained in Part M. Section 1.4.

| 4.1.1 | Billing Convention Methods |
|---|---|
| **A.** | Except as otherwise provided herein, the Telephone Company shall bill accurately on a current basis all charges incurred by and credits due to the CLEC under this tariff attributable to services established or discontinued or provided during the preceding billing period, in accordance with the provisions set forth herein. |
| **B.** | The Telephone Company may bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage, which will be billed in arrears. |

| 4.1.2 | Billing Periods |
|---|---|
| **A.** | The billing date of a bill for a customer for service provided under this tariff is referred to as the bill day. |
| **1.** | The Telephone Company will establish a bill day each month for each CLEC account. |
| **B.** | The monthly bill rendered for accumulated usage and non-usage services includes all charges incurred during a billing period which begins as follows. |
| **1.** | From the date service was established up to and including the bill date, and |
| **2.** | From each billing period from the day after the bill date to the next successive bill date, or to the date of the termination of the service, whichever comes first. |
| **C.** | In addition to the current month's charges, the monthly bill may also include previously unbilled charges or other billing adjustments. |

| 4.1.3 | Late Payment Penalty |
|---|---|
| **A.** | If any portion of the payment is received by the Telephone Company after the payment date (refer to Section 4.1.4), or if any portion of the payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, then a late payment penalty shall be due to the Telephone Company. |
| **B.** | The late payment penalty shall be the portion of the payment not received by the payment date or not immediately available times a late factor. The late factor shall be the lesser of the following. |
| **1.** | The highest interest rate (in decimal value) which may be levied by law for commercial transactions for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company, or |
| **2.** | 0.0005 per day for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company. |

## 4. Issuance, Payment and Crediting of Customer Bills

### 4.1 Responsibility of the Telephone Company

| 4.1.4 | Payment Date |
|---|---|
| **A.** | The payment date of bills rendered to customers for service provided under this tariff is as follows. |
| **1.** | All bills rendered as set forth in Section 4.1.2 are due 31 days after the bill day or by the next bill date, whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. |
| **2.** | If such 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. |
| **3.** | If such 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. |

| 4.1.5 | Medium of Payment |
|---|---|
| **A.** | Bills are payable in immediately available funds. |
| **1.** | **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, or U.S. Postal Money Orders. |

| 4.1.6 | Customer Deposits |
|---|---|
| **A.** | The Telephone Company may, in order to safeguard its interests, require a CLEC, which has a proven history of late payments, or whose parent company or holding company has a proven history of late payments, to the Telephone Company or does not have established credit (except for a CLEC which is a successor of a company which has established credit and has no history of late payments to the Telephone Company), to make a deposit prior to or at any time after the provision of a service to the CLEC to be held by the Telephone Company as a guarantee of the payment of rates and charges. |
| **B.** | Such deposit may not exceed the actual or estimated rates and charges for the service for a two month period. |
| **C.** | The fact that a deposit has been made in no way relieves the CLEC from complying with the Telephone Company's regulations as to the prompt payment of bills. |
| **D.** | At such time as the provision of the service to the CLEC is terminated, the amount of the deposit will be credited to the CLEC's account and any credit balance which may remain will be refunded. |

## 4. Issuance, Payment and Crediting of Customer Bills

### 4.1 Responsibility of the Telephone Company

| 4.1.6 | Customer Deposits |
|---|---|
| **E.** | At the option of the Telephone Company, such a deposit will be refunded or credited to the CLECs' account when the CLEC has established credit or after the CLEC has established a one year prompt payment record at any time prior to the termination of the provision of the service to the CLEC. |
| **F.** | In the case of a cash deposit, for the period the deposit is held by the Telephone Company, the CLEC will receive interest at a rate equal to the prime rate. Interest will accrue for the number of days from the date the CLEC deposit is received by the Telephone Company to and including the date such deposit is credited to the CLEC's account or the date the deposit is refunded by the Telephone Company. |
| **G.** | Should a deposit be credited to the CLEC account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the CLEC's account. |

## 4. Issuance, Payment and Crediting of Customer Bills

### 4.1 Responsibility of the Telephone Company

| 4.1.7 | Billing Dispute |
|---|---|
| The Telephone Company's billing claims procedures may be found on the Telephone Company's wholesale website at http://www.fairpoint.com/wholesale. References to the Telephone Company's website do not represent tariff provisions that have been subject to Commission review and approval. Prior to submission of a billing dispute to the Commission the parties shall follow the provisions set forth in Section 1.12.1.A. In the event that a billing dispute occurs concerning any charges billed to the CLEC by the Telephone Company the following regulations shall apply. | |
| **A.** | The first day of the dispute shall be the date on which the CLEC furnishes in writing to the Telephone Company the account number under which the bill has been rendered, the date of the bill and the specific items on the bill being disputed. |
| **B.** | The date of resolution shall be the date on which the Telephone Company completes its investigation of the dispute, notifies the CLEC of the disposition and, if the billing dispute is resolved in favor of the customer, applies credit for the correct disputed amount, the disputed amount penalty and/or late payment penalty as appropriate. |
| **C.** | If a billing dispute is resolved in favor of the Telephone Company, any payments on non-disputed amounts withheld pending resolution of the dispute shall be subject to the late payment penalty (refer to Section 4.1.3). Further, the CLEC will not receive credit for the disputed amount of the disputed amount penalty or for the late payment penalty. |
| **D.** | If a CLEC disputes a bill within three months of the payment date and pays the total billed amount on or before the payment date and the billing dispute is resolved in favor of the CLEC, the CLEC will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of payment and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth in Section 4.1.3. Absent the need for a system correction, the Telephone Company shall record the credit immediately and shall apply it to the CLEC's billing account number no later than forty-five (45) days or within two (2) billing cycles, whichever is longer, after a determination in favor of the CLEC. In the event a system correction is required or other extenuating circumstances arise, the Telephone Company shall so notify the complaining carrier. |
| **E.** | If a CLEC disputes a bill within three months of the payment date and pays the total billed amount after the payment date and the billing dispute is resolved in favor of the CLEC, the CLEC will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of payment and ending on the date of resolution. The late payment penalty applied to the disputed amount resolved in the CLEC's favor (refer to Section 4.1.3) will be credited. Absent the need for a system correction, the Telephone Company shall record the credit immediately and shall apply it to the CLEC's billing account number no later than forty-five (45) days or within two (2) billing cycles, whichever is longer, after a determination in favor of the CLEC. In the event a system correction is required or other extenuating circumstances arise, the Telephone Company shall so notify the complaining carrier. |

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## 4. Issuance, Payment and Crediting of Customer Bills

### 4.1 Responsibility of the Telephone Company

| 4.1.7 | Billing Dispute |
|---|---|
| **F.** | If a CLEC disputes a bill within three months of the payment date and does not pay the disputed amount or does not pay the billed amount (i.e., the nondisputed and disputed amount), and the billing dispute is resolved in favor of the CLEC, the CLEC will not receive a credit for a disputed amount penalty from the Telephone Company. The late payment penalty applied to the disputed amount resolved in the CLEC's favor (refer to Section 4.1.3) will be credited. |
| **G.** | If a CLEC disputes a bill after three months from the payment date and pays the total billed amount on or before the dispute date or after the dispute date but prior to the date of resolution, and the billing dispute is resolved in favor of the CLEC, the CLEC will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of dispute (if the payment was received before or on the dispute date) or the date of payment (if the payment was received after the dispute date) and ending on the date of the resolution. The credit for a disputed amount penalty shall be as set forth following. |
| **1.** | The CLEC will not receive a credit for the late payment penalty applied to the disputed amount resolved in the CLEC's favor if the payment was received on or before the dispute date. If the payment was received after the dispute date but prior to the date of resolution, the CLEC will receive a credit for a late payment penalty applied to the disputed amount resolved in the CLEC's favor times a late payment penalty factor for the period starting with the date of dispute and ending on the date of payment. The late payment penalty factor shall be as set forth in Section 4.1.3 preceding. |
| **H.** | If a CLEC disputes a bill after three months from the payment date and does not pay the disputed amount or does not pay the billed amount (i.e., the nondisputed amount and disputed amount) and the billing dispute is resolved in favor of the CLEC, the CLEC will not receive a credit for a disputed amount penalty from the Telephone Company. However, if the CLEC pays the disputed amount or the billed amount after the date of dispute and before the date of resolution, the CLEC will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of payment and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth following. The CLEC will receive a credit for the late payment penalty, if applicable, from the Telephone Company. |
| **1.** | The late payment penalty credit shall be the disputed amount resolved in the CLEC's favor times a late payment penalty factor (refer to Section 4.1.3), for the period starting with the date of dispute and ending on the date of payment of the disputed amount or the date of resolution, whichever occurs first. |
| **2.** | The disputed amount penalty shall be the disputed amount resolved in the CLEC's favor times a penalty factor. The penalty factor shall be the lesser of the following calculations. |
| **a.** | The highest interest rate in decimal value, which may be levied by law for commercial transactions for the number of days from the first date to and including the last date of the period involved. |
| **b.** | 0.0005 per day for the number of days from the first date to and including the last date of the period involved. |

## 4. Issuance, Payment and Crediting of Customer Bills

### 4.1 Responsibility of the Telephone Company

| 4.1.8 | Billing Adjustments and Verification |
|---|---|
| **A.** | 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 tariff will be prorated to the number of days or major fraction of days based on a 30 day month. |
| **B.** | The Telephone Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill. |
| **C.** | When credit adjustments apply, credit adjustments will be computed by apportioning the total intrastate usage associated with the honored claim into day, evening and night periods using the time of day distribution applicable to the CLEC. The usage is then multiplied by the appropriate day, evening and night rates. |

| 4.1.9 | Computation of Billed Charges |
|---|---|
| **A.** | When a rate as set forth in this tariff is shown to be 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). |

| 4.1.10 | Additional Copies of Bills and Reports |
|---|---|
| **A.** | When more than one copy of a bill or a design layout for services provided under the provisions of this tariff is furnished to the CLEC, an additional charge applies for each additional copy. When employees of the Telephone Company perform the necessary work activities, time and material charges are calculated using labor rates as set forth in Part M, Section 1. |

## 4. Issuance, Payment and Crediting of Customer Bills

### 4.2 Nonrecurring Charges (NCRs) Installment Payment Option Plans

| 4.2.1 | Collocation |
|---|---|
| Subject to the provisions contained herein, the CLEC may, at its option, elect to pay NRCs for collocation on an installment basis for a period of up to a 60 months. | |
| **A.** | Collocation NRCs subject to the installment payment option are limited to Engineering and Implementation (Virtual), Engineering and Administration (SCOPE), SCOPE Construction, and Space Conditioning (Physical) contained in Part M, Section 5. Collocation application fees are not subject to the installment payment option. |
| **1.** | The amount of each monthly installment payment shall equal the total NRC that would otherwise apply, divided by up to 60 payments, with a monthly carrying charge of 0.872% for the unamortized balance, which is derived from the overall cost of capital used in the Telephone Company's wholesale cost study. |
| **2.** | Installment option charges are designed to be revenue neutral compared to the payment of a one-time charge, and are subject to periodic prospective adjustments, to be approved by the PUC, as often as quarterly to reflect actual bad debt experience, churn rates, administrative costs, or changes in the cost of money. |
| **3.** | **Removal or Discontinuance of Service—** If the service is removed or discontinued before all installment payments have been made, the remaining unpaid amount of the NRC shall be due and payable. |
| **4.** | This installment payment option is offered by the Telephone Company in fulfillment of a condition ordered by the New Hampshire PUC in Order No. 23,738, dated July 6, 2001 in docket DE 97-171. |
| **5.** | Service provided under this installment payment option is subject to all other terms and conditions of this tariff, including those relating to deposits, billing, form of payment, late payment charges, and dispute resolution, if any. The CLEC hereby grants to the Telephone Company a continuing security interest in and to all of CLEC's personal property including CLEC's now-owned and hereafter acquired accounts, goods, general intangibles, equipment, inventory, and contract rights and in the proceeds and products thereof. The security interest granted hereby is to secure payment and performance of the obligations of the CLEC hereunder. The CLEC hereby agrees to execute all documents, including financing statements, required by the Telephone Company to evidence, perfect and enforce the security interest granted hereunder. In the event of a default, the Telephone Company shall have all rights and remedies available to it under the Uniform Commercial Code in addition to any rights and remedies available under law or equity. |

## 4. Issuance, Payment and Crediting of Customer Bills

### 4.3 Credit Allowance Conditions

| 4.3.1 | Service Interruptions |
|---|---|
| **A.** | The TC is expected to monitor its service to its end users. When such service is composed of network elements provided by the Telephone Company, and a trouble occurs on this service, the TC is expected to test the service and to isolate the trouble to a specific element. If the TC determines that the trouble exists in any network element provided by the Telephone Company, the TC will issue a trouble report, including appropriate dispatch instructions, to the Telephone Company. Service credits for the duration of the outage are applied as follows. |
| **1.** | For any complete failure of service (1) caused by defects in or malfunctions of Telephone Company facilities or equipment, (2) that is not due to the negligence of the customer, (3) that continues for more than 24 hours, and (4) that is brought to the notice of the Telephone Company within 10 days, the Telephone Company will make a prorata adjustment of charges. For the purposes of determining a prorata adjustment, every month is considered to have 30 days. |
| **2.** | No interruption allowance shall be made for failures in facilities provided by an interconnector. |
| **3.** | Nor shall the interruption allowance apply where element functionality is interrupted by the negligence or willful act of the TC, where the Telephone Company, pursuant to the terms herein, suspends or terminates services because of nonpayment of bills due to the Telephone Company, unlawful or improper use of the facilities or service, or interruptions due to electric power failure where, by the provisions of this tariff, the TC or its end user (or other involved party) is responsible for providing electric power. |
| **4.** | The service credit allowance shall be the sole and exclusive remedy for any interruption of service or functionality in connection with the provision of an unbundled element(s) pursuant to these terms and conditions. |
| **B.** | A service is interrupted when it becomes unusable to the CLEC because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by the Telephone Company result in the complete loss of service by the CLEC as described in Part C, Section 1.3.2. An interruption period starts when an inoperative service is reported to the Telephone Company and ends when the service is operative. |
| **C.** | No credit allowance will be made for the following interruptions or periods. |
| **1.** | Interruptions caused by the negligence of the CLEC. |
| **2.** | Interruptions of a service due to the failure of equipment or systems provided by the CLEC 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 or where the CLEC or its customers, affiliates or vendors do not cooperate with the Telephone Company in the restoration of service. |
| **4.** | Interruptions of a service when the CLEC 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 CLEC prior to the release of that service. Thereafter, the applicable credit allowance for the service involved (set forth further in this section), will apply. |

## 4. Issuance, Payment and Crediting of Customer Bills

### 4.3 Credit Allowance Conditions

| 4.3.1 | Service Interruptions |
|---|---|
| **C.** | (Continued) |
| **5.** | Interruptions of a service which continue because of the failure of the CLEC to authorize replacement of any element of special construction, as set forth in NHPUC No. 1. The period for which no credit allowance is made begins on the seventh day after the CLEC 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 CLEC's written authorization for such replacement. |
| **6.** | Periods when the CLEC elects not to release the service for testing and/or repair and continues to use it on a impaired basis. |
| **7.** | Periods of temporary discontinuance as set forth in Part A, Section 1, under the provisions of Part A, Section 1.7.4B. |
| **8.** | An interruption or a group of interruptions, resulting from a common cause, for amounts of less than one dollar. |
| **D.** | In case of an interruption for which a credit allowance is due, for switched interconnection service no credit shall be allowed for an interruption of less than 24 hours unless requested by the CLEC and agreed to by the Telephone Company. |
| **1.** | The CLEC shall be credited for an interruption of 24 hours or more at the rate of 1/30 of the sum of either any applicable recurring monthly rate, or the assumed minutes of use charge (whichever is applicable for the service involved), for each period of 24 hours or major fraction thereof that service interruption continues due to Telephone Company fault in any one monthly billing period. |
| **E.** | The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the sum of any applicable flat rated charges for the service interrupted in any one monthly billing period. |
| **F.** | **Alternate Service** |
| **1.** | Should the customer elect to use an alternative service provided by the Telephone Company during the period that a service is interrupted not due to the fault of the Telephone Company, the customer will be subject to the appropriate tariffed rates and charges for the alternative service used. |
| **2.** | Should the customer elect to use an alternative service provided by the Telephone Company during the period that a service is interrupted due to the fault of the Telephone Company, the customer will be responsible only for the payment of rates associated with the original service. |
| **G.** | 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. |
| **1.** | 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. |

## 4. Issuance, Payment and Crediting of Customer Bills

### 4.4 Responsibility of the Customer

| 4.4.1 | Revenue Accounting Office (RAO) |
|---|---|
| **A.** | The CLEC is responsible to obtain a valid RAO number with a centralized message data system host for that RAO for each of its NXXs in order to permit the exchange of usage data associated with alternate billing services (e.g., 3rd party billed) or carrier access billing under tandem switching arrangements. |
| **1.** | The RAO and data transfers must comply with industry standard exchange message format. |

| 4.4.2 | Establishing Service at Different Locations or Different Premises |
|---|---|
| **A.** | NRCs apply for establishing service following a fire, flood or other occurrence, at a different location on the same premises or at a different premises pending re-establishment of service at the original location. NRCs do not apply for the re-establishment of service following a fire, flood or other occurrence attributed to an Act of God under the following conditions. |
| **1.** | The service is of the same type as was provided prior to the fire, flood and other occurrence. |
| **2.** | The service is for the same customer and the service is at the same location on the same premises. |
| **3.** | The re-establishment of service begins within 60 days after Telephone Company service is available. The 60 day period may be extended for a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period. |

| 4.4.3 | State and Local Taxes |
|---|---|
| **A.** | Each party purchasing services hereunder shall pay or otherwise be responsible for all federal, state or local sales, use, excise, gross receipts, transactions or similar taxes, fees or surcharges levied against or upon such purchasing party (or the providing party when such providing party is permitted to pass along to the purchasing party such taxes, fees or surcharges), except for any tax on either party's corporate existence, status or income (other than income taxes included in rates through the computation of carrying charge factors). Whenever possible, these amounts shall be billed as a separate item on the invoice. |

## 5. Wire Centers by Density Zone
## 5.1 Loop Application

| 5.1.1 | Urban |
|---|---|
| A. | Berlin |
| B. | Claremont |
| C. | Concord |
| D. | Durham |
| E. | Manchester |
| F. | Nashua |
| G. | Portsmouth |
| H. | Somersworth |
| I. | So Nashua |
| **5.1.2** | **Suburban** |
| A. | Atkinson |
| B. | Barrington |
| C. | Bedford |
| D. | Derry |
| E. | Dover |
| F. | Exeter |
| G. | Farmington |
| H. | Franklin |
| I. | Glendale |
| J. | Goffstown |
| K. | Hampstead |
| L. | Hampton |
| M. | Hanover |
| N. | Jaffrey |
| O. | Keene |
| P. | Kingston |
| Q. | Laconia |
| R. | Lancaster |
| S. | Lebanon |
| T. | Littleton |

## 5. Wire Centers by Density Zone

### 5.1 Loop Application

| 5.1.2 | Suburban |
|---|---|
| U. | Merrimack |
| V. | Milford |
| W. | Newmarket |
| X. | North Conway |
| Y. | Pelham |
| Z. | Penacook |
| AA. | Peterborough |
| BB. | Plaistow |
| CC. | Plymouth |
| DD. | Rochester |
| EE. | Rye Beach |
| FF. | Salem |
| GG. | Seabrook |
| HH. | Suncook |
| II. | Tilton |
| JJ. | Troy |
| KK. | Waterville Valley |
| LL. | Weirs |
| MM. | Wolfeboro |

## 5. Wire Centers by Density Zone

### 5.1 Loop Application

| 5.1.3 | Rural |
|---|---|
| A. | Alstead |
| B. | Ashland |
| C. | Bartlett |
| D. | Belmont |
| E. | Bethlehem |
| F. | Bristol |
| G. | Campton |
| H. | Canaan |
| I. | Candia |
| J. | Canterbury |
| K. | Center Harbor |
| L. | Center Ossipee |
| M. | Center Sandwich |
| N. | Charlestown |
| O. | Colebrook |
| P. | Conway |
| Q. | Danbury |
| R. | Deerfield |
| S. | Dublin |
| T. | Enfield |
| U. | Epping |
| V. | Epsom |
| W. | Errol |
| X. | Fitzwilliam |

## 5. Wire Centers by Density Zone

### 5.1 Loop Application

| 5.1.3 | Rural |
|---|---|
| Y. | Franconia |
| Z. | Gorham |
| AA. | Greenfield |
| BB. | Greenville |
| CC. | Groveton |
| DD. | Hancock |
| EE. | Harrisville |
| FF. | Hinsdale |
| GG. | Jackson |
| HH. | Jefferson |
| II. | Lisbon |
| JJ. | Lyme |
| KK. | Madison |
| LL. | Marlborough |
| MM. | Marlow |
| NN. | Meredith |
| OO. | Milan |
| PP. | Milton |
| QQ. | Milton Mills |
| RR. | Moultonboro |
| SS. | New Boston |
| TT. | Newport |
| UU. | North Haverhill |
| VV. | North Stratford |

## 5. Wire Centers by Density Zone

### 5.1 Loop Application

| 5.1.3 | Rural |
|---|---|
| WW. | North Woodstock |
| XX. | Northwood |
| YY. | Pike |
| ZZ. | Pittsburg |
| AAA. | Pittsfield |
| BBB. | Raymond |
| CCC. | Rindge |
| DDD. | Rumney |
| EEE. | Sanbornville |
| FFF. | Spofford |
| GGG. | Sullivan |
| HHH. | Sunapee |
| III. | Tamworth |
| JJJ. | Twin Mountain |
| KKK. | Walpole |
| LLL. | Warren |
| MMM. | West Stewartstown |
| NNN. | Westmoreland |
| OOO. | Whitefield |
| PPP. | Winchester |
| QQQ. | Woodsville |