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SWITCHED ACCESS SERVICES

2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

2.1.1. SHORTAGE OF EQUIPMENT OR FACILITIES

The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control. The Company shall not be liable for errors in transmission or for failure to establish connections.

(C)  
(C)

The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

(C)

2.1.2. TERMS AND CONDITIONS

- A. The minimum period for which service is provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not. In addition to the one (1) month minimum, termination liabilities may apply to early cancellation of a service purchased under a Term Agreement.

(C)  
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(C)

- B. Customers may be required to enter into written Service Order(s) which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

(C)

Orders for Switched Access are deemed made by the Customer, and initiation of the respective obligations of the parties as set forth in this Tariff takes place, upon the routing of calls by the Customer to and from the Company.

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(C)

- C. In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

(C)

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ISSUED: December 28, 2011

By:

David Lloyd, Director - Tariffs  
183 Inverness Drive West  
Englewood, Colorado 80112

EFFECTIVE: February 27, 2012

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SWITCHED ACCESS SERVICES

2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY (CONT'D)

2.1.2. TERMS AND CONDITIONS (CONT'D)

- D. Service may be terminated upon written notice to the Customer if: (C)
1. The Customer is using the service in violation of this Tariff; or (C)
  2. The Customer is using the service in violation of the law.
- E. This Tariff shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania without regard for its choice of laws provision. (C)

2.1.3. PROVISION OF EQUIPMENT AND FACILITIES

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer, without the prior consent of the Customer, which shall not be unreasonably withheld.
- D. Equipment the Company provides or installs at the Customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it. (C)
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer. (C)

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EFFECTIVE: February 27, 2012

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SWITCHED ACCESS SERVICES

2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY (CONT'D)

2.1.3. PROVISION OF EQUIPMENT AND FACILITIES (CONT'D)

F. The Company shall not be responsible for the installation, operation, or maintenance of any customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

(C)  
(C)

1. The transmission of signals by customer-provided equipment or for the quality of, or defects in, such transmission; or
2. The reception of signals by customer-provided equipment.

(C)  
(C)

G. Service is offered subject to the availability of facilities and provision of this Tariff. The Company's obligation to furnish facilities and service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities from the underlying carrier, if an underlying carrier is involved.

H. The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's property, service or economic conditions.

I. Service furnished by the Company may be physically or logically connected with services or facilities of affiliated or unaffiliated third parties and with private systems, subject to technical limitations established by the Company. Service furnished by the Company may make use of the services, facilities or equipment owned, or controlled either directly or via contractual or other arrangements, by the Company.

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(C)

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EFFECTIVE: February 27, 2012

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SWITCHED ACCESS SERVICES

2. GENERAL REGULATIONS

2.2. LIABILITY OF THE COMPANY

2.2.1. SERVICE LIABILITY

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.13. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents. (C)
- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.
- C. When the services or facilities of third-parties are used separately or in conjunction with the Company's facilities or equipment in establishing a physical or logical connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such third-parties or their agents or employees. (C)  
(C)
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of customer-provided equipment or facilities. (C)

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EFFECTIVE: February 27, 2012

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SWITCHED ACCESS SERVICES

2. GENERAL REGULATIONS

2.2. LIABILITY OF THE COMPANY (CONT'D)

2.2.1. SERVICE LIABILITY (CONT'D)

- E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.2.1.E as a condition precedent to such installations.
- F. The Company is not liable for any defacement of or damage to customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees. (C)  
(C)
- G. The Company shall be indemnified, defended, held harmless by the Customer against any claim, loss or damage arising from the Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications. (C)
- H. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered. (C)
- I. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

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EFFECTIVE: February 27, 2012

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**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.3. NOTIFICATION OF SERVICE-AFFECTING ACTIVITIES**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.4. NON-ROUTINE INSTALLATION**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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**ISSUED:** July 18, 2002

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**EFFECTIVE:** July 19, 2002

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**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.5. OWNERSHIP OF FACILITIES**

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

**2.6. USE OF SERVICE**

The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

Service may be used for the transmission of communications by the Customer.

Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier or except as otherwise permitted by law.



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SWITCHED ACCESS SERVICES

2. GENERAL REGULATIONS

2.7. OBLIGATIONS OF THE CUSTOMER

2.7.1. CUSTOMER RESPONSIBILITY

The Customer shall be responsible for the following:

- A. The payment of all applicable charges;
- B. Damage to or loss of Company facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the gross negligence or willful misconduct of the employees or agents of the Company; (C)
- C. Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises; (C)
- D. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of facilities and associated equipment used to provide access and interconnection services to the Customer from the Company's designated point of termination or property line to the location of the equipment space. Any costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer; (C)  
(C)

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ISSUED: December 28, 2011

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EFFECTIVE: February 27, 2012

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**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.7. OBLIGATIONS OF THE CUSTOMER (CONT'D)**

**2.7.1. CUSTOMER RESPONSIBILITY (CONT'D)**

- E. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- F. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the right-of-way for which the Customer is responsible under Section 2.7.1.D; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- G. Not creating or allowing to be placed any liens or other encumbrances on Company equipment or facilities.

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**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.7. OBLIGATIONS OF THE CUSTOMER (CONT'D)**

**2.7.2. CLAIMS**

With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney fees for:

- A. Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of Company services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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SWITCHED ACCESS SERVICES

2. GENERAL REGULATIONS

2.7. OBLIGATIONS OF THE CUSTOMER (CONT'D)

2.7.3. DETERMINATION OF JURISDICTION

When ordering Switched Access Service, the Customer may be required to provide a projected PIU factor, which may be subject to audit by the Company. Where jurisdiction can be determined from the call detail, the Company will develop a projected PIU factor from the call detail which will be used to bill the Customer.

The Company will use the jurisdictional report provided by the Customer, or, in the absence of such report, the Company projected PIU factor developed from the call detail, to bill all interstate and intrastate rates and/or nonrecurring charges until the Company receives a revised report from the Customer or updates the Company projected PIU factor developed from the call detail.

The Customer shall keep sufficient detail from which the PIU can be ascertained for at least 18 months and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within thirty (30) calendar days of the Company request.

The Company may, in its sole discretion:

- waive any and all of the jurisdictional reporting obligations imposed by this tariff on the Customer and/or the Company, or
- assign a default PIU of 50%.

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EFFECTIVE: February 27, 2012

SWITCHED ACCESS SERVICES

2. GENERAL REGULATIONS

2.7. OBLIGATIONS OF THE CUSTOMER (CONT'D)

\* \* \* (C)

2.7.4. [RESERVED FOR FUTURE USE] (C)

\* \* \* (C)

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EFFECTIVE: February 27, 2012

SWITCHED ACCESS SERVICES

2. GENERAL REGULATIONS

2.8. CUSTOMER EQUIPMENT AND CHANNELS

2.8.1. DESCRIPTION

A Customer may transmit or receive information or signals via the facilities of the Company.

2.8.2. STATION EQUIPMENT

- A. Customer provided terminal equipment on the Customer's premises, and the electric power consumed by such equipment shall be provided and maintained at the expense of the Customer. (C)
- B. The Customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense. (C)

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EFFECTIVE: February 27, 2012

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SWITCHED ACCESS SERVICES

2. GENERAL REGULATIONS

2.8. CUSTOMER EQUIPMENT AND CHANNELS (CONT'D)

2.8.3. INTERCONNECTION OF FACILITIES

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing access and interconnection services and the channels, facilities, or equipment of others shall be provided at the Customer's expense. (C)  
(C)
- B. Access and interconnection services may be connected to the services or facilities of other communications companies only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications companies which are applicable to such connections. (C)

2.8.4. INSPECTION AND TESTING

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary without penalty or liability, to determine that the Customer is complying with the requirements set forth in Section 2.8 for the installation, operation, and maintenance of customer-provided facilities, equipment, and wiring in the connection of customer-provided facilities and equipment to Company-owned facilities and equipment. (C)  
|  
(C)
- B. If the protective requirements for customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. (C)

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EFFECTIVE: February 27, 2012

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**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.9. PAYMENT ARRANGEMENTS**

**2.9.1. PAYMENT FOR SERVICE**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A. Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated)(excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of access and interconnection services.

(C)

**2.9.2 BILLING AND COLLECTION OF CHARGES**

The Company shall bill on a current basis all charges incurred by and credits due to the Customer. All bills for service provided to the Customer by the Company are due (payment date) within 30 calendar days of the bill date and are payable in immediately available funds.

(C)

A. The Company shall bill in advance charges for all services provided during the ensuing billing period except for services billed on a per usage basis.

B. Billing shall be based on usage as determined by call detail. When call detail is unavailable, bills shall be based on estimated PIU as described in Section 2.7.3. The Company will apply a default 50% assumed PIU factor when call detail is unavailable and the Customer fails to provide PIU.

(C)

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EFFECTIVE: February 27, 2012



SWITCHED ACCESS SERVICES

2. GENERAL REGULATIONS

2.9. PAYMENT ARRANGEMENTS (CONT'D)

2.9.2. BILLING AND COLLECTION OF CHARGES (CONT'D)

- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date (or "In Service Date"), which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the due date, multiplied by a late factor of 1.5%.

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SWITCHED ACCESS SERVICES

2. GENERAL REGULATIONS

2.9. PAYMENT ARRANGEMENTS (CONT'D)

2.9.3. DISPUTED BILL PROCEDURES

The Customer shall notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Bureau of Consumer Services in accordance with the Commission's rules and procedures as found on the Commission's website at <http://www.puc.state.pa.us>. The address and telephone number of the Bureau are as follows:

Bureau of Consumer Services  
P.O. Box 3265  
Harrisburg, Pennsylvania 17105-3265  
Telephone: 1-800-692-7380

The Customer must pay all undisputed charges by the applicable due date. After filing a claim for disputed charges with the Company, the Customer may be required, at the Company's sole discretion, to place all disputed amounts into a U.S.-based, interest bearing escrow account with a third party escrow agent, with costs paid for by the disputing party.

2.10. ADVANCE PAYMENTS AND DEPOSITS

2.10.1. ADVANCE PAYMENTS

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be applied, as a credit, to the Customer's billed service charges. When there has been a decrease in the number of services originally ordered, only the portion of the Advance Payment for services actually installed will be credited. An Advance Payment may be required in addition to a deposit.

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ISSUED: [December 28, 2011](#)

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EFFECTIVE: [February 27, 2012](#)

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.10. ADVANCE PAYMENTS AND DEPOSITS (CONT'D)**

**2.10.2. DEPOSITS**

- A. To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
  - 1. Two (2) month's charges for a service or facility which has a minimum payment period of one (1) month; or
  - 2. The charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one (1) month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B. A deposit may be required in addition to an Advance Payment. (C)
- C. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- D. Deposits held will accrue interest at a rate of five (5) percent annually, without deductions for any taxes on such deposits.

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**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.11. DISCONTINUANCE AND CANCELLATION OF SERVICE**

**2.11.1. DISCONTINUANCE OF SERVICE**

- A. Upon nonpayment of any amount owing to the Company, the Company may, by giving ten (10) days' prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving thirty (30) days' prior written notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F. Upon the Company's discontinuance of service to the Customer, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six (6) percent).

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ISSUED: July 18, 2002

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EFFECTIVE: July 19, 2002

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**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.11. DISCONTINUANCE AND CANCELLATION OF SERVICE (CONT'D)**

**2.11.2. CANCELLATION OF APPLICATION FOR SERVICE**

- A. Applications for service are non-cancellable unless the Company otherwise agrees. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any construction, installations or preparation for installation, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer has service begun (all discounted to present value at six (6) percent).
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in B., above, will be calculated and applied on a case-by case basis.

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.12. CHANGES IN SERVICE REQUESTED**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

**2.13. ALLOWANCES FOR INTERRUPTIONS IN SERVICE**

Interruptions in service, which are not due to the negligence of or noncompliance with the provisions of this Tariff by the Customer or to the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.13.1 for the part of the service that the interruption affects. (C)

**2.13.1. CREDIT FOR INTERRUPTIONS**

- A. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff. An interruption period begins when a Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted. (C)
- B. For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- C. Credit allowances for usage services apply only to the applicable monthly rates.

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ISSUED: December 28, 2011

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EFFECTIVE: February 27, 2012

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SWITCHED ACCESS SERVICES

2. GENERAL REGULATIONS

2.13. ALLOWANCES FOR INTERRUPTIONS IN SERVICE (CONT'D)

2.13.1. CREDIT FOR INTERRUPTIONS (CONT'D)

- D. A credit allowance will be given for facility interruptions of 15 minutes or more. Credit allowances shall be calculated as follows:

<u>Interruptions of 24 Hours or Less</u>	
<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

Interruptions over twenty-four (24) hours and less than seventy-two (72) hours will be credited 1/5 day for each three (3) hour period or fraction thereof. No more than one full day's credit will be allowed for any period of twenty-four (24) hours.

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Interruptions over seventy-two (72) hours will be credited two (2) days for each full twenty-four (24) hour period. No more than thirty (30) days credit will be allowed for any one month period.

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EFFECTIVE: February 27, 2012

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**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.13. ALLOWANCES FOR INTERRUPTIONS IN SERVICE (CONT'D)**

**2.13.2. LIMITATIONS ON ALLOWANCES**

No credit allowance will be made for:

- A. Interruptions due to the negligence of, or noncompliance with the provisions of this Tariff, by the Customer, authorized user, joint user, or other common company providing service connected to the service of the Company;
- B. Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common companies connected to the Company's facilities;
- C. Interruptions due to the failure or malfunction of non-Company equipment;
- D. Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- G. Interruption of service due to circumstances or causes beyond the control of the Company.

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ISSUED: July 18, 2002

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EFFECTIVE: July 19, 2002



**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.13. ALLOWANCES FOR INTERRUPTIONS IN SERVICE (CONT'D)**

**2.13.3. CANCELLATION OF SERVICE**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever or as defined elsewhere in this tariff, the Customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.9.2: all costs, fees and expenses reasonably incurred in connection with 1) all Non-Recurring charges reasonably expended by the Company to establish service to the Customer, plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, plus 3) all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term.

**2.14. TRANSFERS AND ASSIGNMENTS**

The Customer may not transfer or assign the use of service without the express prior written consent of the Company. The Company will only permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All rates, terms and conditions shall apply to all such permitted transferees or assignees.

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EFFECTIVE: February 27, 2012

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**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.15. NOTICES AND COMMUNICATIONS**

The Customer shall designate on the Service Order a U.S. address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate U.S. address to which the Company's bills for service shall be mailed.

The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

All notices or other communications required to be given pursuant to this Tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

SWITCHED ACCESS SERVICES

2. GENERAL REGULATIONS

**2.16. ORDERING, RATING AND BILLING OF ACCESS SERVICES WHERE MORE THAN ONE EXCHANGE TELEPHONE COMPANY IS INVOLVED**

\* \* \* (C)

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

\* \* \* (C)

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ISSUED: [December 28, 2011](#)

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EFFECTIVE: [February 27, 2012](#)

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.16. ORDERING, RATING AND BILLING OF ACCESS SERVICES WHERE MORE THAN  
ONE EXCHANGE TELEPHONE COMPANY IS INVOLVED (CONT'D)**

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**EFFECTIVE:** February 27, 2012

**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.16. ORDERING, RATING AND BILLING OF ACCESS SERVICES WHERE MORE THAN  
ONE EXCHANGE TELEPHONE COMPANY IS INVOLVED (CONT'D)**

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**EFFECTIVE:** February 27, 2012

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SWITCHED ACCESS SERVICES

2. GENERAL REGULATIONS

2.17. RATES BASED UPON DISTANCE

Where the charges for service are specified based upon distance, the following rules apply:

- A. Distance between two points is measured as airline distance. In the case of distance measurement for tandem transport, the two points are the access tandem and the Company's End Office, Trunk Gateway, or functionally equivalent location. Their measurement points are a set of geographic "V" (vertical) and "H" (horizontal) coordinates.
- B. The airline distance between any two points is determined as follows:
  - 1. Obtain the "V" and "H" coordinates for each point.
  - 2. Compute the difference between the "V" coordinates of the two points; and the difference between the two "H" coordinates.
  - 3. Square each difference obtained in step (2) above.
  - 4. Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
  - 5. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
  - 6. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

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EFFECTIVE: February 27, 2012

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**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.18. INDIVIDUAL CASE BASIS ARRANGEMENTS**

When the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, changes will be determined on an Individual Case Basis. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

**2.19. SPECIAL CONSTRUCTION**

**2.19.1. DESCRIPTION**

Subject to the arrangement of the Company, and to all of the regulations contained in this tariff, special construction of the facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- of a type other than that which the Company would normally utilize in the furnishing of its services;
- over a route other than that which the Company would normally utilize in the furnishing of its services;
- in a quantity greater than that which the Company would normally construct;
- on an expedited basis;
- on a temporary basis until permanent facilities are available;
- involving abnormal costs; or
- in advance of its normal construction.

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ISSUED: [July 18, 2002](#)

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EFFECTIVE: [July 19, 2002](#)

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**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.19. SPECIAL CONSTRUCTION (CONT'D)**

**2.19.2. BASIS FOR RATES AND CHARGES**

Rates and charges for special construction will be based on the costs incurred by the Company and may include (1) nonrecurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) combination thereof.

**A. Basis for Cost Computation**

The cost may include one or more of the following items to the extent that they are applicable:

1. Cost installed of the facilities to be provided, including estimated costs for the rearrangement of existing facilities. Cost installed includes the cost of:
  - a. Equipment and materials provided or used;
  - b. Engineering, labor and supervision;
  - c. Transportation; and
  - d. Rights-of-way.
2. Cost of maintenance;
3. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
4. Administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
5. License preparation, processing and related fees;
6. Tariff preparation, processing and related fees;
7. Any other identifiable costs related to the facilities provided; or
8. An amount for return and contingencies

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EFFECTIVE: July 19, 2002



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**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.19. SPECIAL CONSTRUCTION (CONT'D)**

**2.19.3. TERMINATION LIABILITY**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

- A. The termination liability period is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts for:
  - 1. Cost installed of the facilities provided, including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate. Cost installed includes the cost of:
    - a. Equipment and materials provided or used;
    - b. Engineering, labor and supervision;
    - c. Transportation; and
    - d. Rights-of-way.
  - 2. License preparation, processing and related fees;
  - 3. Tariff preparation, processing and related fees;
  - 4. Cost of removal and restoration, where appropriate; and
  - 5. Any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The applicable termination liability charge is based on the normal method for circulating the unpaid balance of a term obligation.

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**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.20. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (911, E911)**

**2.20.1. GENERAL**

The Company will provide a universal central office number 911 for the use of Public Safety Answering Points (PSAP) engaged in providing telecommunications services for a Public Agency engaged in protecting the safety and property of the general public. Use of the 911 number will provide the public with a means of simple and direct telephone access to such Public Safety Answering Points.

In providing this service, the Company will arrange to route 911 telephone calls from telephones with specified Area Code and central office designations to a Public Safety Answering Point specified by an appropriate Public Agency.

**2.20.2. GLOSSARY OF TERMS**

Host Telephone Company: The service provider, which is also the telecommunications public utility that provides 9-1-1 service to the county/municipality, and that houses the Automatic Location Identification (ALI)/MSAG data used for providing 9-1-1 service.

Telephone Company: A telecommunications public utility regulated by the Pennsylvania Public Utility Commission and which has or requests access to the county/municipality 9-1-1 system or connection to the serving selective router, including, but not limited to, local exchange carriers and competitive local exchange carriers. The term is synonymous with 'service provider'.

Content: The data elements of the MSAG including, but not limited to, the data elements that are entered into the following fields A-I of a standard MSAG record:

- A. Tax area record
- B. Locality
- C. Street
- D. Thoroughfare
- E. Directional [where required]
- F. Even (E), Odd (O), or All (A) [applied to house numbers]
- G. Low-High range of house numbers
- H. PSAP (Public Safety Answering Point)
- I. LAT/LONG (Latitude/Longitude) [where required]

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SWITCHED ACCESS SERVICES

2. GENERAL REGULATIONS

2.20. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (911, E911) (CONT'D)

2.20.2. GLOSSARY OF TERMS (CONT'D)

Formatting, Format: Shall include changes to the identity of fields, order of fields, and number and arrangement of data elements in each field, and a telephone company's rearrangement or regrouping of such data, without changing the MSAG content, for purposes of validating against MSAG records.

2.20.3. REGULATIONS

- A. The Company will comply with the Protocols as set forth in, and in the form of, Service Provider E-9-1-1 Protocols, Service Provider E-9-1-1 Questionnaire and Testing Procedures in accordance with the Petition of Bell Atlantic-Pennsylvania, Inc. for a Declaratory Order (MSAG); Docket No. P-00971203; Settlement Agreement of all Parties and Joint Petition entered August 7, 1998.
- B. The Company is indemnified under the Public Safety Emergency Telephone Act, Act 78 of 1990.
- C. The Company's liability and indemnification for 9-1-1 Service is described in this section.
- D. Cases of service interruptions affecting public health and safety shall receive priority attention under any and all conditions, particularly in time of disaster. Every appropriate resource will be utilized. The service provider will make reasonable best efforts to have its system fully functional as soon as possible, unless conditions beyond the service provider's control prevent service restoration.
- E. The service provider will not use the county's/municipality's MSAG for any purpose that is not directly related to and required for the provision of 9-1-1 service.

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ISSUED: December 16, 2004

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EFFECTIVE: December 17, 2004

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SWITCHED ACCESS SERVICES

2. GENERAL REGULATIONS

2.20. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (911, E911) (CONT'D)

2.20.3. REGULATIONS (CONT'D)

- F. The Host Telephone Company will install the county's/municipality's MSAG in 'read/write' format and will not modify the content of the MSAG unless requested or permitted to do so by the county/municipality. A request to modify content by the Host Telephone Company shall be responded to by the county/municipality within ten (10) business days or the request is deemed to be approved. The request shall be in writing and shall set forth in reasonable detail the proposed modification and all reasons in support. The request shall be granted provided the modification is necessary for the Host Telephone Company's provision, maintenance, or upgrading of the 9-1-1 Service.
- G. The Company shall not otherwise modify the content of the MSAG, but may make formatting changes approved by the county/municipality necessary to enable the MSAG to conform to the Company's information system(s). The request shall be in writing and shall set forth in reasonable detail the formatting changes and all reasons in support. The county/ municipality shall respond to the request in ten (10) business days or the request is deemed to be approved. The request shall be granted provided the formatting change does not impair the integrity and accuracy of the MSAG database. For the purposes of this regulation, a content or formatting change does not include the use of the MSAG content in telephone companies' operational support systems to validate customer information for input to the ALI database.
- H. The service provider will not sell, lease, rent, loan or provide, or transfer the county's/municipality's MSAG to any other person(s) or entity(ies) without the express written authorization of the county's/municipality's 9-1-1 coordinator, or his or her designee.

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EFFECTIVE: December 17, 2004

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SWITCHED ACCESS SERVICES

2. GENERAL REGULATIONS

2.20. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (911, E911) (CONT'D)

2.20.3. REGULATIONS (CONT'D)

- I. The Company will not, without the written consent of the county/ municipality, modify or create any derivative of the county's/municipality's MSAG, except as follows: one mirror image copy of the MSAG may be made in electronic form for archival purposes (the copy may be made in read/write format by the Host Telephone Company, but shall be made solely in read-only format by all other telephone companies), and the Company may make a mirror image copy, solely in read-only format and only for database reconciliation, address verification for new connections of service, and other functions that are necessary to ensure that the name and address information provided by the service provider to the county/municipality is accurate and conforms to the county's/municipality's MSAG format.
- J. A Public Safety Answering Point (PSAP) is the answering point for a 9-1-1 call. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer first; Secondary PSAPs receive calls on a transfer basis only.
- K. Any person dialing "9-1-1" from a telephone which is usable for local exchange telephone network access and arranged to provide 9-1-1 Service will be automatically connected to the appropriate PSAP for that telephone.
- L. For the purposes of this Tariff, a Responding Agency is an agency that is prepared to provide one or more specific emergency services via calls received from a PSAP.
- M. 9-1-1 calls originated from the Company's Local Exchange Service access facilities shall be completed to the appropriate PSAP without a charge being assessed to the calling party by the Company.

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**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.20. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (911, E911) (CONT'D)**

**2.20.3. REGULATIONS (CONT'D)**

- N. 9-1-1 Service may be classified as one of two types: Basic Service or Enhanced Service.
  - 1. Basic 9-1-1 Service provides for routing all 9-1-1 calls originated by telephones having telephone numbers beginning with a given central office prefix code or codes, to a single PSAP which is prepared to receive those calls. Basic 9-1-1 Service has certain inherent features and optional features which may or may not be available with Enhanced 9-1-1 Service.
  - 2. Enhanced 9-1-1 Service provides certain features such as selective routing of 9-1-1 calls to a specific PSAP which is selected from the various PSAPs serving customers within that central office area. Enhanced 9-1-1 Service has certain other inherent and optional features which may or may not be available with Basic 9-1-1 Service.
- O. The Company's 9-1-1 Service is provided consistent with the county/municipal 9-1-1 protocols and the Pennsylvania Emergency Services Act. Future revisions or additions made to the Protocols by a county/municipality will be handled by the Company as described in the Protocols, and any tariff changes will be made accordingly.

**2.20.4. LIABILITY AND INDEMNIFICATION**

- A. This offering is limited to the provision and use of the digits "9-1-1" as the Universal Emergency Telephone Number (Code).
- B. 9-1-1 Service is one-way service only.
- C. The Company shall not incur any liability, direct or indirect, to any person who dials, or attempts to dial, the digits "9-1-1", or to any other person who may be affected by the dialing of the digits "9-1-1". The Company's entire liability arising out of the provision of 9-1-1 Service under this tariff shall be limited as set forth in this section and in the rules.

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EFFECTIVE: December 17, 2004

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SWITCHED ACCESS SERVICES

2. GENERAL REGULATIONS

2.20. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (911, E911) (CONT'D)

2.20.4. LIABILITY AND INDEMNIFICATION (CONT'D)

- D. The Company does not undertake to answer and forward 9-1-1 calls to Responding Agencies but furnishes the use of its facilities to enable the customer to access the PSAP for their region and enables emergency personnel to respond to such calls on the customer's premises.
- E. 9-1-1 Service is provided solely for the benefit of the customer. The provision of 9-1-1 Service by the Company shall not be interpreted, construed or regarded as being for the benefit of, or creating any Company obligation toward, any third person or legal entity other than the customer.
- F. Each customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss, claims, demands, suits, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any loss, damage, or destruction of any property, whether owned by the customer or others.
- G. The customer also agrees to release, indemnify, and hold harmless the Company for 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 the 9-1-1 Service and the equipment associated therewith, including, but not limited to, the identification of the telephone number used by the party or parties accessing 9-1-1 Service hereunder, and which arise out of negligence or other wrongful act of the Company, the customer, its user, agencies or municipalities, or the employees or agents of any one of them.
- H. By calling 9-1-1 Service, the 9-1-1 calling party gives the Company consent to provide 9-1-1 information, consisting of the name, address, and telephone number of the customer at the location from which the call was made, to law enforcement agencies and other emergency service providers on a call-by-call basis to enable those agencies and service providers to respond to emergency calls for assistance.
- I. The Company maintains insurance coverage for liability related to or arising out of the provision of 9-1-1 Service.

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EFFECTIVE: December 17, 2004

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**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.20. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (911, E911) (CONT'D)**

**2.20.5. E-9-1-1 TRUNK GROUP FAILURE OR 9-1-1 TANDEM FAILURE**

In the event of a failure of all the trunk groups between the Comcast switch(es) and the 9-1-1 tandem, or a failure of the 9-1-1 tandem switch, the following procedure will be followed:

- A. The local 10 digit telephone number of the default 9-1-1 PSAP has been programmed into the Comcast central office switch. In those PSAPs where 10 digit telephone number access to the default 9-1-1 PSAP is not available, the customer must dial 0 to reach the operator platform. In the event of a trunking failure, calls usually routed to the 9-1-1 trunks will be routed to the ten digit telephone number of the default PSAP. If the Comcast personnel via local alarm observe the trunking failure, the alternate routing plan will be invoked along with immediate attempts to isolate and restore the failure. Notification will be made to the local 9-1-1 agency designated notification point. If Comcast is notified of the failure by the 9-1-1 tandem or local 9-1-1 agency, the Comcast operations center will immediately invoke the alternate routing plan and assist as needed to isolate and restore service.
- B. In the event of a failure of all of the trunk groups between Comcast switch(es) and the 9-1-1 tandem, or a failure of the 9-1-1 tandem switch, the Comcast switch is programmed to play the following announcement: "We're sorry, all circuits are busy; will you please try your call again later. Comcast."

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EFFECTIVE: December 17, 2004



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**SWITCHED ACCESS SERVICES**

**2. GENERAL REGULATIONS**

**2.20. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (911, E911) (CONT'D)**

**2.20.6. SWITCH ISOLATION**

In the event of a complete switch failure and isolation from the 9-1-1 and public switched telephone networks, the following procedure will be followed:

- A. Upon determination of a switch failure and isolation, Comcast personnel will invoke recovery procedures in an effort to restore the switch to service as soon as possible.
- B. Notification of the failure condition and restoral status will be made to the local 9-1-1 agency designated notification point.
- C. All efforts will be made to restore the failure quickly and return all service to normal.

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**ISSUED:** December 16, 2004

By:

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**EFFECTIVE:** December 17, 2004