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SERVICETERMS&CONDITIONS

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PRELIMINARY STATEMENT  
SERVICE TERMS & CONDITIONS  
APPLICABLE TO  
TELEPHONE SERVICE  
OF  
**TELEPAK NETWORKS, INC.**

These Terms & Conditions are the effective rates and rules of this Company.

Service will be furnished in accordance with these Terms & Conditions and no officer, employee or representative of the Company has authority to waive, alter, or amend Terms & Conditions or any part in any respect.

The rules set forth herein apply to intrastate services and facilities furnished within the State of Tennessee by Telepak Networks, Inc. (TNI) hereafter referred to as the Company.

When services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply to that portion of the service or facilities furnished by it.

The service charges specified in this document contemplate work being performed at the customer's location during regular scheduled working hours. Work performed during nonscheduled hours will necessitate the customer paying an additional charge for such nonscheduled work.

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EXPLANATORY MARKINGS

The following letters, when entered along the right margin of a Page, have the meanings shown:

- (C) To signify change in regulations
- (D) To signify discontinued rate or regulation
- (I) To signify a rate increase
- (N) To signify a new rate or regulation
- (R) To signify a rate reduction
- (T) To signify a change in text, but no change in rate or regulation

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**DEFINITIONS OF TERMS**

**ACCESSORIES** - Devices which are mechanically attached to, or used with, the facilities furnished by the Company and which are independent of, and not electrically connected to, the conductors in the communications path of the telecommunications system.

**ADD-ON** - A feature which permits a station user to add one other station to the conversation.

**ANSWER SUPERVISION** - This feature provides the capability of delivering "off hook" supervisory signals from the subscriber's serving central office to a line interface at the customer's premises. These supervisory signals indicate when the called party has answered an incoming call (gone "off hook").

**ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE** - This service is a connection-oriented data transport service based on ATM cell-based switching technology.

**AUTHORIZED PROTECTIVE CONNECTING MODULE** - The term authorized protective connecting module denotes a protective unit designed by the Company and manufactured under the control of Company quality assurance procedures, which unit is to be incorporated in a conforming answering device.

**AUTOMATED ALTERNATE BILLING SERVICE (AABS)** - Automated Alternate Billing Service (AABS) allows customers to make Intralata station-to-station collect and third number billed calls without the assistance of a live operator. This automation will use synthesized voice prompts which can be responded to by both called and calling parties when using a touch-tone telephone.

**AUXILIARY LINE** - An additional individual line main station used for one-way (inward to the subscriber) service.

**BASE RATE** - The rate for primary classes of exchange service which does not include zone or extra exchange line mileage charges.

**BASE RATE AREA** - A specific section of an exchange area within which primary classes of service are available without zone or extra exchange line mileage charges.

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DEFINITIONS OF TERMS (Continued)

BASE STATION OF REGISTRY - The base station from which a mobile unit receives its mobile telephone number.

BASIC LOCAL CALLING AREA - The traditional flat rate calling area as described in Section 3.

BASIC TERMINATION CHARGE - See "Termination Charge"

BILL TO THIRD PARTY - Denotes a billing arrangement by which an Expanded Local Calling Area call or Long Distance call may be charged to an authorized station as determined by the Company other than the station originating the call or the station where the call is terminated.

BILLED NUMBER SCREENING - An arrangement which, at the time of call origination, screens billed to third party and/or collect calls to prevent these calls being charged to certain telephone numbers.

BUILDING (SAME) - The term "same building" is to be interpreted as a structure under one roof, or two or more structures under separate roofs but connected by enclosed passageways in which the wires or cables of the Company can be safely run provided the plant facility requirements are not appreciably greater than would be required normally if all structures were under one roof. In those cases where there are several structures under separate roofs but connected by enclosed passageways and the plant facility requirements for furnishing service are appreciably greater than would be required normally if all the structures were under one roof, the term "same building" applies individually to each of the separate structures. Pipes and conduit are not considered enclosed passageways.

CALL - An attempted or completed communication.

CALL FORWARDING - BUSY LINE - Optional feature which automatically routes incoming DID calls to the attendant when the called station is busy.

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**DEFINITIONS OF TERMS (Continued)**

**CALL FORWARDING - BUSY LINE** - Optional feature which automatically routes incoming DID, CCSA, priority AUTOVON or selected tie trunk calls to the attendant or another selected station when the called station is busy.

**CALL FORWARDING - BUSY LINE, INTRAGROUP** - Standard feature or optional feature which automatically routes incoming DID, CCSA, selected tie trunk calls or intragroup originated calls from within the system to the attendant or another selected station when the called station is busy.

**CALL FORWARDING - DONT ANSWER** - Optional feature which automatically routes incoming DID, CCSA or selected tie trunk calls to the attendant or another selected station when the called station doesn't answer within a designated time period.

**CALL FORWARDING - DONT ANSWER INTRAGROUP** - Standard feature or optional feature which automatically routes incoming DID, CCSA, selected tie trunk calls or intragroup originated calls from within the system attendant or another selected station when the called station doesn't answer within a designated time period.

**CALL FORWARDING - VARIABLE** - Optional feature which, when activated by a station user or the attendant, automatically routes incoming DID calls to the attendant or to any other station selected within the same system.

**CALL FORWARDING - VARIABLE, OUTSIDE** - Optional feature which, when activated by a station user or the attendant, automatically routes incoming DID call to the attendant or to any other station selected within the same system. Satisfactory transmission levels cannot be assured on calls forwarded outside of the local calling area.

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**DEFINITIONS OF TERMS (Continued)**

**CALL HOLD** - User Feature which allows a station user to place any call involving his station on hold. The user's station is then free to originate another call.

**CALL PICKUP** - Optional Feature which allows a station to answer calls directed to another station within the same pick-up group by dialing an access code.

**CALL WAITING - TERMINATING** - Optional feature which provides a tone indication to a busy line that an incoming call is waiting. The user may hold the existing call, answer the incoming call, and alternately talk on both calls until one has been terminated.

**CALL WAITING - TERMINATING - INTRAGROUP** - User Optional Feature which provides a tone indication to a busy line that either an incoming call or an intra-system call is waiting. The user may hold the existing call, and alternately talk on both calls until one has been terminated.

**CALL WAITING - ORIGINATING** - Optional Feature which allows the calling station to direct a distinctive burst of tone to any busy station in the same group.

**CALLING AREA** - See "Local Service Area."

**CANCELLATION CHARGE** - A charge applicable under certain conditions when an application for service and/or facilities is cancelled in whole or in part prior to the completion of the work involved.

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**DEFINITIONS OF TERMS (Continued)**

**CENTRAL OFFICE** - A switching unit providing telephone service to the subscribers connected thereto.

**CENTRAL OFFICE CONNECTING FACILITY** - Denotes a facility furnished to an Other Common Carrier by the Company (in accordance with the Company's facilities for Other Common Carrier's Tariffs) between the terminal location of the Other Common Carrier and a point of connection on the Company premises.

**CENTRAL OFFICE LINE** - See "Exchange Line."

**CENTREX-CO CONTROL SWITCHING EQUIPMENT** - Switching equipment, located on the Company's premises, used to provide Centrex CO service furnished in accordance with Centrex service provisions of the General and Local Exchange Service Tariffs of the Company.

**CENTREX SERVICE -**

1. A service arrangement of dial switching equipment and facilities which permits completion of inward and outward local and long distance calls from station lines associated with the system without intermediate handling by the attendant.
2. Classification of Centrex Station Lines
  - a. **Dormitory Station Line:**  
A station line furnished to a college or university and located in the living quarters of students, faculty members or employees.
  - b. **Centrex Extension Station Line:**  
An additional station line connected on the same line as the main, dormitory or interior station line and subsidiary thereto. A Centrex extension station line is confined to the same premises as the main or interior station line with which it is associated. When the extension station line is associated with a dormitory station line, its location is confined to the same room, suite or apartment as the dormitory station line.
  - c. **Interior Centrex Station Line:**  
A station line that cannot originate or receive calls outside the Centrex either directly or through the attendant.
  - d. **Main Centrex Station Line:**  
A station line arranged to originate or receive local and long distance calls either directly or through the attendant.

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DEFINITIONS OF TERMS (Continued)

CENTREX SERVICE - (Continued)

3. Principal location:  
The premises of the subscriber on which the attendant's positions are located.
4. Secondary location:  
Different premises of the same subscriber served by one or more station lines of the Centrex system. Station lines in secondary locations may be provided by extending from switching equipment serving the principal or other secondary location or by providing satellite Centrex service. The Company reserves the right to determine the method used to serve secondary locations.
5. Satellite Centrex Service:  
Service provided by auxiliary dial switching equipment which is connected, by tie lines, to the dial switching equipment serving the principal location. Attendant's positions are not furnished at satellite locations.

CHANNEL TERMINAL - The term "Channel Terminal" denotes that portion of a channel required to terminate the interoffice or interexchange transmission system (consisting primarily of carrier multiplex equipment).

CIRCUIT - See "Exchange Line".



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**DEFINITIONS OF TERMS (Continued)**

**CLASS OF SERVICE** - A description of telephone service furnished a subscriber in terms such as:

1. For Exchange Service:
  - a. Grade of Line:  
Individual line, 2-party line, 4-party line, etc.  
(See also "Primary Class of Service")
  - b. Type of Rate:  
Flat, usage based pricing rates.
  - c. Character of Use:  
Business or residence
  - d. Dialing Method:  
Tone or Rotary
2. For Long Distance Service:
  - a. Type of Call:  
Station-to-station or person-to-person
3. For Wide Area Telephone Service:
  - a. Type of Rate:  
Full time or measured time

**COIN BOX TELEPHONE** - A telephone set equipped with a device for collecting money in payment of telephone messages and used in connection with either public or semipublic telephone service.

**COLLECT CALL** - The procedure by which certain messages, upon request, may be reversed (charged to the called station) upon acceptance of the call at the called station.

**COMMISSION** - The Public Service Commission.

**COMMUNICATIONS SYSTEMS** - Channels or other facilities which are capable, when not connected to telecommunications services of two-way communications between customer-provided terminal equipment of Company stations.

**COMPANY OR CARRIER** - Wherever used in this document, "Company" or "Carrier" refers to Telepak Networks, Inc. unless the context clearly indicates otherwise.

**COMPANY ATTENDED PUBLIC TELEPHONE** - See "Public Telephone".

**COMPANY STATION** - See "Station".

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**DEFINITIONS OF TERMS (Continued)**

**COMPANION PAYMENT PLAN** - An optional payment plan which is adjunct to the Two-Tier Payment Plan. This payment plan contains only one monthly rate element. The monthly rate applies for as long as the customer retains service.

**COMPLETED CALL** - A completed call is a calling attempt by the subscriber that results in an off-hook condition at the receiving end. Such conditions shall include the following actions:

1. the called party responds by personally answering the call;
2. a customer controlled automatic answering device responds by answering the call;
3. a Company recording, under the control of the called party, responds to the calling attempt, except for attempts defined as incomplete calls (e.g... Call Block and other similar services would be completed calls.);
4. the calling attempt, when under the control of the called party, (e.g., Call Forwarding Busy Line, Call Forwarding Don't Answer. etc.) is forwarded to another telephone number that results in one of the conditions described in 1, 2. or 3. preceding.

**COMPOSITE DATA SERVICE** - The term "Composite Data Service" denotes the combined use of terminal and customer-provided data switching equipment with the use of communication services of the Company by a Composite Data Service Vendor to perform data switching for others.

**COMPOSITE DATA SERVICE VENDOR** - The term "Composite Data Service Vendor" denotes a customer that has been certified by the Public Service Commission and/or Federal Communications Commission pursuant to Section 214 of the Communications Act of 1934, as amended, to acquire and operate facilities to perform data switching for others. A customer shall be classified as a composite data service vendor only with respect to use of those exchange services which are utilized for the provision of composite data service.

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

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**DEFINITIONS OF TERMS (Continued)**

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

**CONNECTING ARRANGEMENT** - The equipment provided by the Company to accomplish the direct electrical connection of customer-provided facilities with the facilities of the Company.

**CONNECTING COMPANY** - A corporation, associated, firm or individual, licensed and operating as a communications common carrier, owning and operating a toll line and/or one or more central offices provided local exchange telephone service to the public and with whom the Company interexchange's traffic.

**CONSTRUCTION CHARGE** - A separate charge authorized for construction of pole lines, circuits, facilities, etc.

**CONSULTATION HOLD** - A feature which permits a station user to hold an existing call while originating a new call for the purpose of consultation. After consultation, the initial call can be restored. This feature is available on incoming calls only, unless specified as Consultation Hold-All Calls.

**CREDIT CARD** - The term "credit card" denotes a billing arrangement by which a call may be charged to an authorized Company Credit Card number, an Interexchange number or a commercial bank credit card number.

**CUSTOMER OR END USER** - The person, firm, corporation or other entity which initiates a call on the Company's network, or accepts billing for a call on the Company's network, subject to the terms and conditions of the Company's regulations.

**CUSTOMER CHANGEABLE SPEED CALLING - 30 CODE** - Optional feature which provides for the calling of a seven-digit or ten-digit telephone number by dialing an abbreviated code. Customer Changeable Speed Calling permits a subscriber to change his speed calling list by dialing a special code followed by the new speed calling list entry.

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**DEFINITIONS OF TERMS (Continued)**

**CUSTOMER NETWORK MANAGEMENT (CNM) - ADMINISTRATIVE MANAGEMENT SERVICE** - Provides customers a single point of access to other Company Network Management products, and provides the customer greater control and additional information about the network services they purchase from the Company.

**CUSTOMER PROVIDED EQUIPMENT** - Equipment or facilities provided by person other than TNI and connected to TNI's services and/or facilities. The customer, not the Company, shall be responsible for compliance with FCC Rules, 47 CFR, Part 68, and for all maintenance of such equipment and/or facilities.

**CUSTOMER PROVIDED PUBLIC INMATE CALLING SERVICE (CPPICS)** - Coin telephone access line service provided by the Company to non-Company public telephone providers for the exclusive use of inmates served within the confines of a penal, correctional or mental institution.

**CUSTOMER-PROVIDED TERMINAL EQUIPMENT** - Devices, apparatus and their associated wiring, provided by a customer, which are used with the network control signaling unit, or other station equipment furnished by the Company and not including customer-provided communications systems.

**DATA ACCESS ARRANGEMENT** - A protective connecting arrangement for use with the network control signaling unit, or in lieu of the connecting arrangement, an arrangement to identify a central office line and protective facilities and procedures to determine compliance with criteria set forth in Section 6.

**DEMARCATION POINT** - The point of demarcation and/or interconnection between Company communications facilities and terminal equipment, protective apparatus or wiring at a subscriber's premises. Company-installed facilities at, or constituting, the demarcation point shall consist of wire or a jack conforming to Subpart F or Part 68 of the Federal Communications Commission's rules. "Premises" as used herein generally means a dwelling unit, other building or a legal unit of real property such as a lot on which a dwelling unit is located, as determined by the Company's reasonable and nondiscriminatory standard operating practices.

**DIRECT ELECTRICAL CONNECTION** - A physical connection of the electrical conductors in the communications path.

**DISTINCTIVE RINGING** - This service will allow a subscriber to have up to three telephone numbers associated with a single line. A distinctive ringing pattern is provided for each additional telephone number to facilitate identification of incoming calls.

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**SERVICETERMS&CONDITIONS**

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**DEFINITIONS OF TERMS (Continued)**

**DIRECTORY ASSISTANCE/DIRECTORY ASSISTANCE CALL COMPLETION** - Directory Assistance/Directory Assistance Call Completion (DA/DACC) is a service which provides the customer a local exchange subscriber telephone number and call completion to the number provided. This service is for use by Mobile Service Providers (MSPS) and is provisioned via a dedicated, application specific interconnect trunk connecting the MSP's Mobile Telephone Switching Office (MTSO) and the Company location where DA/DACC is provided.

**DIRECTORY LISTING** - The publication in the Company's directory and/or information records of information relative to a subscriber's telephone number, by which telephone and TWX users are enabled to ascertain the call number of a desired station.

1. **Caption Listing:**  
The listing of a subscriber's name without addresses or telephone number followed by a series of indented listings covering branches or different departments of the business.
2. **Foreign Exchange Listing:**  
The listing of a subscriber in the alphabetical list of an exchange other than that for the exchange from which the subscriber is served.
3. **Indented Listing:**
4. **Customized Listing:**  
A directory listing consisting of upper case alpha and/or numeric characters in lieu of standard numeric characters.

**DORMITORY STATION** - See "Centrex Service".

**DROP WIRE** - Wires used to connect the circuits of open wire, aerial or underground distribution facilities to the point where connection is made with the inside wiring.

**DUAL SERVICE** - A service offering which supplies the same dial tone concurrently to two different addresses served from the same wire center during the time of a customer move.

**ELECTRONIC WHITE PAGES** - Switching equipment facilities, computer hardware and software components utilized for the provision of Electronic White Pages Access Service.

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**SERVICETERMS&CONDITIONS**

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**DEFINITIONS OF TERMS (Continued)**

**EXCHANGE** - The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange service area.

**EXCHANGE LINE** - Any line (circuit) directly or indirectly connecting an exchange station with a central office. Exchange lines are subdivided as follows:

1. **Central Office Line:**  
A Circuit extending from a central office to the location of an individual line or party line main station service or a P BX Centrex system.
2. **Main Station Line:**  
The circuit portion of a main station; the main station line extends from the main service location to the central office.
3. **Extension Service Line:**  
The circuit portion of an extension service, the extension service line extends from the extension service location to the main service location or a central connecting point of the main service.
4. **Extension Line:**  
A circuit with characteristics similar to an extension service line.
5. **PBX Station Line:**  
The circuit portion of a PBX station; the PBX station line extends from the PBX station service location to the PBX switchboard or dial switching equipment.
6. **Centrex Station Line:**  
The circuit portion of a Centrex station; the Centrex station line extends from the Centrex station service location to the Centrex switching location.
7. **Tie Line:**  
A circuit connecting PBX and/or Centrex systems.

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**SERVICETERMS&CONDITIONS**

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**DEFINITIONS OF TERMS (Continued)**

**EXCHANGE SERVICE AREA** - The territory, including the base rate, suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within that area.

**EXCHANGE SERVICE -**

Exchange service is a general term describing as a whole the facilities provided for local intercommunication, together with the right to originate and receive a specified or an unlimited number of local messages at charges in accordance with the provisions of this document.

1. Flat
  - a. Flat Rate Service:  
A classification of exchange service for which a stipulated charge is made, regardless of the amount of use for calls to the Basic Local Calling Area.
2. Usage Based Pricing
  - a. Measured Rate Service:  
A classification of exchange service for which usage charges apply for outward completed local calls in addition to a stipulated monthly charge. Measured services include a monthly allowance for dialed sent paid local calls. Usage charges are based on the following elements; number of calls, duration, time of day, day of week and distance between originating and terminating wire centers.
  - b. Message Rate Service:  
A classification of exchange service which includes an individual line with an allowance for a certain number of completed outward local calls for a stipulated monthly charge. A charge per message applies for all outward completed local calls in excess of the allowance.
  - c. Local Optional Service Option B:  
A classification of exchange service which includes an individual line and a usage package. Usage charges apply for outward completed local calling and are based on number of calls, duration, time of day, day of week, and distance between originating and terminating wire centers.

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**SERVICETERMS&CONDITIONS**

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**DEFINITIONS OF TERMS (Continued)****EXCHANGE SERVICE (Continued)**

3. **Individual and Party Line**
  - a. **Individual Line Service:**

A classification of exchange service which provides that only one main station shall be served by the line connecting such station with the central office or other switching unit.
  - b. **Party Line Service:**

A classification of exchange service which provides that two or more main stations may be served by the same central office line. Party line service is further classified by the grade of line, as follows:

    - Two-Party Line Service:

The same central office line serving no more than two main stations.
    - Four-Party Line Service:

The same central office line serving no more than four main stations.
    - Multi-Party Line Service:

A term referring to Four-Party Line Service.
4. **Foreign Central Office Service:**

A classification of exchange service furnished to a subscriber in a multi-office exchange from a central office other than the one from which service would normally be furnished.
5. **Foreign Exchange Service:**

A classification of exchange furnished to a subscriber from an exchange other than the one from which he would normally be served.
6. **Touch-Tone Calling Service:**

A classification of exchange service furnished from certain specified central offices whereby calls are originated through the use of pushbuttons in lieu of a rotary dial.

**EXCHANGE STATION** - See "Station".

**EXTENDED AREA SERVICE** - A type of telephone service furnished under provisions whereby subscribers of a given "change may complete calls to and where provided by the Service Terms & Conditions document, receive messages from one or more exchanges without the application of long distance message telecommunications charges.



## SERVICE TERMS &amp; CONDITIONS

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**DEFINITIONS OF TERMS (Continued)**

**EXTENSION RINGER** - An additional ringer on the same premises and on the same line and generally operated in connection with the ringer at the station location. Extension ringers are of two types:

1. **Extension Bell (ordinary type):**  
An additional bell of the type used on standard telephone instruments, connected with the same line as the first bell, but mounted separately and generally installed at some distance from the station set.
2. **Extension Gong (loud ringing type):**  
A loud sounding bell, connected in the same manner as the ordinary type of extension bell, for use in noisy or other locations where the common type of bell would not be heard.

**EXTRA EXCHANGE LINE MILEAGE** - See "Mileage and Zone Charge".

**FLAT RATE SERVICE** - See "Exchange Service".

**FRAME RELAY SERVICE** - This service is a connection-oriented data transport service based on packet switching technology and provides flexible connectivity using Permanent Virtual Circuits (PVCs) implemented over digital facilities.

**FURTHER ISOLATION** - The work function performed by a Company employee on the customer's premises beyond the Company specified demarcation point to determine the specific wire or set which is causing a customer's service difficulty.

**GPR (Ground Potential Rise)** - A hazardous voltage appearing on the power station grounding apparatus when certain failures occur in the power distribution system.

**HOME NUMBER PLAN AREA (HNPA)** - The Number Plan Area (NPA) where an end user is located.

**ICB - Individual Case Basis**

**INCOMPLETE CALL ATTEMPT** - Calls that are not completed due to insufficient answering capability. Call attempts are considered incomplete if the calling party receives a busy signal, a ring with no answer, or a recorded message stating network difficulty in completing the call, number changed, number invalid, number not in service, or number not assigned.

**INDENTED LISTING** - Indented listings are used where a subscriber has more than one listing for service under the same name at one or more locations.

**INITIAL CHARGE** - See "Installation Charge".

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~~SERVICE TERMS & CONDITIONS~~

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DEFINITIONS OF TERMS (Continued)  
DEFINITIONS OF TERMS (Continued)

INITIAL SERVICE PERIOD - The minimum period of time for which service, facilities and equipment are provided.

INMATE CALLING SERVICE (ICS) - A Coin Telephone Service provided by the Company for the exclusive use of inmates served within the confines of a penal, correctional or mental institution.

INSTALLATION CHARGE - A nonrecurring charge applying to the provision of certain items of equipment or facilities as distinguished from the service connection charge applicable for establishment of basic telephone service. The installation charge is normally associated with optional service features and may sometimes be called an "initial" charge.

INTEGRATED SERVICES DIGITAL NETWORK (ISDN) - Integrated Services Digital Network (ISDN) is a network architecture supporting Digital Telecommunications services which are user selectable through a common access at a standard interface.

INTEREXCHANGE CHANNEL - The term "Interexchange Channel" when associated with Foreign Exchange service denotes a channel which connects the primary wire center in the local exchange to the primary wire center in the Foreign exchange. Interexchange Channel Mileage is measured between the two exchange Rate Centers.

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

INTERIOR CENTREX STATION - See "Centrex Service".

INTERIOR STATION - See "Private Branch Exchange Service (PBX Service)".

INTEROFFICE CHANNEL - The term "Interoffice Channel" denotes that portion of a channel which interconnects local channels which serve customers located in different central office areas (wire center serving areas). When associated with Foreign Exchange Service the term denotes the channel which interconnects a primary wire center to a different wire center.

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SERVICE TERMS & CONDITIONS

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DEFINITIONS OF TERMS (Continued)

JACK AND PLUG EQUIPMENT - See "Portable Telephone".

JOINT USER SERVICE - A classification of exchange service furnished to a joint user, in connection with subscribers' exchange service. A joint user is a person, firm or corporation sharing the subscribers' exchange service in accordance with Service Terms & Conditions provisions, but who would not otherwise be entitled to the use of the service.

LINE - See "Exchange Line".

LISTING - See "Directory Listing".

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established for the Administration of Communications Service. It encompasses designated exchanges which are grouped to service common social, economic and other purposes.

LOCAL CALLING AREA - See "Basic Local Calling Area and Expanded Local Calling Area."

LOCAL CHANNEL - The term "Local Channel" denotes that portion of a channel for extension line service as described in Section 5.

LOCAL MESSAGE - See "Message".

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**SERVICETERMS&CONDITIONS**

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**DEFINITIONS OF TERMS (Continued)**

**LOCAL OPTIONAL SERVICE** - A service which provides 7 digit or 1 + direct dialed local calling, outside the Local Calling Area but within the LATA, from all originating wire centers to terminating wire centers within 40 miles or within a parish on a usage sensitive basis.

**LOCAL OPTIONAL SERVICE OPTION B** - See "Exchange Service"

**LOCAL SERVICE** - A type of localized calling whereby a subscriber can complete calls from his station to other stations within a specified area without the payment of long distance charges.

**LOCALITY RATE AREA** - The area, as outlined on the Locality Rate Area Map, in which primary classes of service are offered at exception rates as specified in Section 3.

**LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICES (MTS)** - The furnishing of facilities for subscriber's communications on an individual message basis between rate centers.

1. **Station-to-Station Call**

The Long Distance MTS service where the person originating the call either dials the telephone number, or gives to the Company operator the telephone number, or gives the name and address under which the telephone number is listed, and does not specify a particular person to be reached, nor a particular station to be reached through a Miscellaneous Common Carrier attendant, nor a particular station, department or office to be reached through a PBX or Centrex attendant.

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**SERVICETERMS&CONDITIONS**

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**DEFINITIONS OF TERMS (Continued)****LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICES (MTS)(Continued)**

## 1. (Continued)

Three classes of Station-to-Station service are offered as

follows. a. "Dial" is that Station-to-Station service in which a call is:

- (1) dialed by the customer, except when an operator
  - reaches the called telephone number where facilities are not available for dial completion, or
  - places a call for a calling party who is identified as being handicapped and unable to dial the call because of the handicap, or
  - reestablishes a call which has been interrupted after the called number has reached;
- (2) billed to the originating number;
- (3) completed without the assistance of a Company operator, except that an may establish the call under one of the conditions listed in A.1.a., or may record the originating telephone number where no automatic recording equipment is available; and
- (4) not originated from a public or semipublic coin telephone.

b. "Dialed Calling Card" is that Station-to-Station service in which a call is:

- (1) dialed by the customer, except when an operator
  - reaches the called telephone number where facilities are not available for dial completion, or
  - places a call for a calling party who is identified as being handicapped and unable to dial the call because of the handicap, or
  - reestablishes a call which has been interrupted after the called number has reached;
- (2) billed to the customer's Company Calling Card number; and
- (3) completed without the assistance of a Company operator, except that an may establish the call under one of the conditions listed in A.2.a., or may record the customer's Company Calling Card number.

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**SERVICETERMS&CONDITIONS**

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**DEFINITIONS OF TERMS (Continued)****LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICES MTS)(Continued)**

1. (Continued)
  - c. "Operator" is that Station-to-Station service other than "Dial" or "Dialed Calling Card". Operator Station-to-Station includes Station-to-Station calls originating at public or semipublic coin telephones which do not qualify as "Dialed Calling Card" calls and also includes Special Billing Numbering Plan calls.
2. Person-to-Person Call  
The long distance (MTS) service where the person originating the call specifies to the Company operator a particular person to be reached, a particular station to be reached through a Miscellaneous Common Carrier attendant, or a particular station, department, or office to be reached through a PBX or Centrex attendant. When the person originating such a call agrees to talk to anyone other than the one specified, the classification of the call remains person-to-person.

MAIN CENTREX STATION - See "Centrex Service".

MAIN STATION - See "Station".

MESSAGE - A communication between two stations. Messages may be classified as follows:

- a. Local Message:  
A message between stations within the same local service area.
- b. Long Distance Message:  
A message between stations in different exchange areas for which a long distance message charge is made.

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**SERVICETERMS&CONDITIONS**

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**DEFINITIONS OF TERMS (Continued)**

MESSAGE RATE SERVICE (MEASURED SERVICE) - See "Exchange Service".

MESSENGER SERVICE - See "Long Distance Message Telecommunications Service".

MILEAGE AND ZONE CHARGE - A charge applying for the use of part or all of a line furnished by the Company.

1. Airline Measurement:  
The shortest distance between two points.
2. Extra Exchange Line Mileage or Zone Charge:  
A charge applying in addition to the base rate for service when a subscriber's main station, PBX or Centrex system is outside the base rate area but is located within the exchange area.
- c. Foreign Central Office Mileage:  
The measurement applying to a line within the exchange connecting a subscriber's main station, PBX or Centrex system with a central office other than that from which he would normally be served, for the use of which a separate circuit charge is made in addition to the base rate, plus zone charges if any apply.
- d. Foreign Exchange Mileage:  
The measurement applying to a line connecting a subscriber's main station, PBX or Centrex system with a central office of an exchange other than that from which the subscriber would normally be served, for the use of which a separate charge is made in addition to the base rate, plus zone charges if any apply.
- e. Route Measurement:  
The actual length of a circuit between two points.

MISCELLANEOUS COMMON CARRIERS - Miscellaneous Common Carriers, as defined in Part 21 of the Federal Communications Commission Rules, are communications common carriers which are not engaged in the business of providing either a public landline message telephone service or public message telegraphs service.

MONTH - The work "month" as used in this document, is to be defined as a 30-day period.

MULTI-PARTY LINE SERVICE - See "Exchange Service".

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**SERVICETERMS&CONDITIONS**

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**DEFINITIONS OF TERMS (Continued)**

**NETWORK CONTROL SIGNALING** - The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charging signals), address signaling (dialing), calling and called number identification, audible tone signals (call progress signals indicating reorder or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telecommunications system.

**NETWORK CONTROL SIGNALING UNIT** - The terminal equipment furnished, installed and maintained by the Company for the provision of network control signaling.

**NETWORK INTERFACE** - Network Interface is a standard jack provided by the Company as a part of exchange access, WATS, or Private Line Services for the connection of customer terminal equipment and premises wiring to the telephone network. The Network Interface will be located at the demarcation point.

**NON-LISTED (SEMIPRIVATE) LISTING** - A non-listed listing is not in the alphabetical section of the Company's directory, but is maintained on directory assistance records and will be furnished upon the request of a calling party.

**NON-PUBLISHED (PRIVATE) LISTING** - A non-published listing is not listed in either the alphabetical section of the Company's directory or directory assistance records and will not be furnished upon request of a calling party.

**PARTY LINE SERVICE** - See "Exchange Service".

**PERSON-TO-PERSON CALL** - See "Expanded Local Calling Area Service" or "Long Distance Message Telecommunications Service".



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**SERVICETERMS&CONDITIONS**

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**DEFINITIONS OF TERMS (Continued)**

**PREMISES (SAME)** - The term "same premises" shall be interpreted to mean:

1. the building or buildings, together with the surrounding land occupied or used in the conduct of one establishment or business, and not intersected by a public thoroughfare or by property occupied by others; or
2. the portion of the building occupied by the subscriber in the conduct of his business and not intersected by a public corridor or by space occupied by others; or
- c. the building or portion of a building occupied by the subscriber in the conduct of his business and as a residence provided both the business and the residence bear the same street address; or
- d. the continuous property operated as a single farm whether or not intersected by a public thoroughfare.

In connection with inside moves, the term "same premises" is to be interpreted to mean the building or portion of a building occupied as a unit by the subscriber in the conduct of his business or residence, or a combination thereof, and not intersected by a public thoroughfare, a corridor, or space occupied by others.

**PRIMARY CLASS OF SERVICE** - Any of those classes of exchange service which the Company undertakes to furnish at any point within the base rate area at a rate common to all applicants for the same class. Primary classes of service may be furnished at points outside a base rate area at base rates plus zone or extra exchange line mileage.

**PRIMARY SUBSCRIBER** - This term has the same connotation as "subscriber" and is used in those cases where it is desirable to stress the distinction between the main subscriber to telephone service and others who may have joint use of the service or who may qualify for additional listings.

**PRIMARY WIRE CENTER** - The building in which a foreign exchange channel is terminated.

**PRINCIPAL LOCATION** - See "Centrex Service".

**PRIVATE TELEPHONE NUMBER** - See "Non-Published Number" Telephone Number.

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SERVICETERMS&CONDITIONS

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DEFINITIONS OF TERMS (Continued)

**PUBLIC ANNOUNCEMENT SERVICE** - An announcement service utilizing Company facilities and/or service transmitting public announcements.

1. For usage by the general public and
2. Is publicly advertised and/or contains commercial messages and/or advertisements and
3. Furnished by an electronic or electromechanical device.

**PUBLIC TELEPHONE** - An exchange main station installed on the Company's initiative, or at the Company's option, at a location chosen or accepted as suitable and necessary for furnishing service to the general public.

1. **Coin Box Public Telephone:**  
A public telephone equipped with a coin collecting device into which payments for the use of the telephone may be deposited.
2. **Company Attended Public Telephone:**  
A public telephone operated by a Company employee as attendant.
3. **Coinless Public Telephone:**  
A public telephone connected directly to the long distance switchboard for the placing of collect, credit card and third-number billed long distance calls only.

**REFERENCE LISTING** - See "Cross Reference" Listing.

**ROUTE MEASUREMENT** - See "Mileage and Zone Charge."

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**SERVICETERMS&CONDITIONS**

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**DEFINITIONS OF TERMS (Continued)**

**REAL TIME RATED CALL - OPERATOR STATION/PERSON-TO-PERSON -**

1. Calls originated and paid for at public or semi-public telephones.
2. Calls for which the Company furnished time and/or

charges. **SATELLITE CENTREX SERVICE** - See "Centrex

Service." **SECONDARY LOCATION** - See "Centrex Service."

**SEMIPRIVATE TELEPHONE NUMBER** - See "Non-Listed" Telephone Number.

**SEMIPUBLIC TELEPHONE** - An exchange main station generally including a coin box, furnished at locations reasonably accessible to the public but not suitable for the installation of public telephones.

**SERVICE CONNECTION CHARGE** - A nonrecurring charge applying to the establishment of basic telephone service for a subscriber and certain subsequent additions to that service.

**SERVICE EXPEDITING CHARGE** - When a customer requests that service be provided in advance of normal service intervals, and the Company is able to comply, a Service Expediting Charge applies.

**SERVICE LINE** - An exchange line associated with multiple data station installations to provide monitoring and testing of both customer and telephone company data equipment. The service line may be connected to a PBX, Centrex, or individual line (main or extension station) so long as direct station access is provided.

**SERVICE POINTS** - When used in connection with customer-provided communication channels denotes the points on the customer's premises where such channels or facilities are terminated in switching equipment used for communications with stations or customer-provided terminal equipment location on the premises.

**SERVICE STATION** - See "Station"

**SERVING CENTRAL OFFICE** - The building that contains the central office that serves a station location.

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**SERVICETERMS&CONDITIONS**

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**DEFINITIONS OF TERMS (Continued)**

**SPEED CALLING - 6** - Optional Feature which allows placing of calls to the subscriber's choice of six frequently called numbers by dialing a two digit code for each number.

**STATION** - A unit of service, complete with all instrumentalities (e.g., telephone set, connecting block, inside wiring, protection apparatus, drop or block wiring) and lines (circuits), so arranged as to permit sending and receiving messages through the exchange and long distance network. Also denotes a termination of an individual exchange line or PBX trunk provided in accordance with the provisions of this document, in Company switching equipment located in an exchange foreign to the exchange in which the customer is located.

a. **Company and Service Stations:**

(1) **Company Station:**

A station for which the central office equipment, lines and station equipment are owned and maintained by the Company and provided as a part of the Company's service offering. This term also denotes the network control signaling unit or other equipment provided by the Company at the customer's premises which enables the customer to establish the communications connections and to effect communications through such connections.

(2) **Service Station:**

A station of an association of farmers or others located in sparsely settled rural communities receiving service from a central office or a toll station of the Company.

b. **Exchange and Toll Stations and Toll Terminals:**

(1) **Exchange Station:**

A Company or service station furnished for exchange service and directly or indirectly connected with a central office.

(2) **Toll Station:**

A Company station installed for the convenience of the public or of a subscriber in a locality where the Company does not generally furnish exchange service and from which established long distance message rates are charged for all messages sent over the Company's lines.

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**SERVICETERMS&CONDITIONS**

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**DEFINITIONS OF TERMS (Continued)****STATION - (Continued)**

- b. Exchange and Toll Stations and Toll Terminals: (Continued)
- (3) Toll Terminal:  
A toll terminal is a Company station to which long distance service only is furnished; a toll terminal is furnished only where the subscriber retains one or more exchange stations.
- c. Main and Extension Stations:
- (1) Main Station:  
A Company station, directly connected by means of an individual line or party line with a central office.
- (2) Extension Station:  
An additional station connected on the same line as the main station and subsidiary thereto.
- (3) PBX and Centrex Stations:  
See "Private Branch Exchange Service (PBX Service)". See "Centrex Service"

STATION LINE - See "Exchange Line".

STATION-TO-STATION CALL - See "Expanded Local Calling Area Service" or "Long Distance Message Telecommunications Service".

SUBSCRIBER - Any person, firm, partnership, corporation ion, municipality, cooperative organization or governmental agency furnished communication service by the Company under its provisions and regulations.

SUSPENSION OF SERVICE - An arrangement made at the request of the subscriber, or initiated by the, Company for violation of regulations by the subscriber, for temporarily discontinuing service without terminating the service agreement or removing the telephone equipment from the subscriber's premises.

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**SERVICETERMS&CONDITIONS**

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**DEFINITIONS OF TERMS (Continued)**

**TELECOMMUNICATIONS SERVICE PRIORITY (TSP) SYSTEM** - A structured coding scheme that prescribes the order in which National Security Emergency Preparedness (NSEP) telecommunications services are installed or restored. The TSP System was developed to support the requirements of the U.S. Government and applies only to NSEP telecommunications services to which the Company is able to apply priority treatment. It requires and authorizes priority action by the Company.

**TELECOMMUNICATIONS SERVICES** - The various services offered by the Company as specified in this Service Terms & Conditions document.

**TELEPHONE NUMBER** - A designation assigned to a tele phone service for convenience in operating.

**TERMINATION CHARGE** - A charge applying when a subscriber discontinues an item of service or equipment prior to the expiration of the initial service period designated for such item. The basic termination charge is an amount established for an individual item of service or equipment from which the termination charge is computed.

**TIE LINE** - See "Exchange Line".

**TOLL MESSAGE (LONG DISTANCE MESSAGE)** - See "Message".

**TOLL SERVICE** - See "Long Distance Message-Telecommunications Service".

**TOLL TRUNK** - A special access trunk extending from a customer's premises to premises of the Company for the purpose of completing toll calls originated at the customer's location. These facilities may be arranged to:

1. Route all long distance calls to a Company operator for completion.
2. Route all Dial Station-to-Station calls directly to the long distance network and route all other long distance calls to a Company operator for completion.

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**SERVICETERMS&CONDITIONS**

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**DEFINITIONS OF TERMS (Continued)**

**TOUCH-TONE SERVICE** - See "Exchange Service".

**TRANSIENT MOBILE UNIT** - A mobile unit communicating through a Foreign Base Station.

**TROUBLE DETERMINATION** - Trouble Determination is defined as dispatch work performed in connection with a service difficulty or trouble report when it is determined that the trouble originated from the customer's side of the demarcation point.

**USOC (UNIFORM SERVICE ORDER CODE)** - A Company assigned code used on internal records for service identification purposes.

**VOICE MAIL SERVICE** - Voice Mail service is a central office based multiple application platforms which provide voice messaging service for business customers.

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**VRMS (VOLTS ROOT-MEAN-SQUARE)** - The effective value of AC voltage.

**WATS** - See "Wide Area Telephone Service".

**WIDE AREA TELEPHONE SERVICE** - The furnishing of facilities for dial type telephone communication between wide area service access line and other exchange and toll station telephones in the area prescribed in the Tariff.

**WIRE CENTER** - A wire center is a building where outside plant (cables and wires) located in a specific geographical area are terminated and where these facilities are normally cross-connected to central office equipment at that location.

**WIRE CENTER SERVING AREA** - The term "Wire Center Serving Area" denotes, in most cases, that area of the exchange served by a single wire center.

**ZONE** - One of a series of specified areas, beyond the base rate area of an exchange, in which service is furnished at rates in addition to base rates. See "Mileage and Zone Charge".

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SERVICETERMS&CONDITIONS

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GENERAL REGULATIONS

A. Application

The regulations specified herein are applicable to all communication services offered in this document by Telepak Networks, Inc., hereinafter referred to as the Company. Additional regulations, where applicable, pertaining to specific service offerings accompany such offerings in various sections of this document.

B. Limitations and Use of Service

1. Use of Subscriber's Service

a. The subscriber is responsible for payment of all charges for services furnished to the subscriber or its joint or authorized users. This responsibility is not changed, by the virtue of any use, misuse, or abuse of the subscriber's service or customer- provided systems, equipment, facilities, or services interconnected to the subscriber's service, which use, misuse, or abuse may be occasioned by third parties, including, without limitation, the customer's employees or other members of the public.



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**SERVICETERMS&CONDITIONS**

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**GENERAL REGULATIONS (Continued)****B. Limitations and Use of Service (Continued)****1. Use of Subscriber's Service (Continued)**

- b. Except as otherwise provided in this document, service furnished by the Company is intended only for communications in which the subscriber has a direct interest and shall not be used for any purpose for which a payment or other compensation shall be received by him from any other person, firm or corporation for such use, or in the collection, transmission or delivery of any communication for others. This prohibition shall not apply to a subscriber who is engaged as a communications common carrier in a public telegram message business or Overseas Data Message Service, to Composite Data Service Vendors in the provision of Composite Data Service to its patrons, to hotels/motels who may assess charges for completing local calls, provided their system is equipped with Message Rate Service and to Cellular calls, to subscribers of Expanded Local Calling Area Service, or Toll Saver service.

Subscribers who desire to provide access arrangements for the exclusive use of inmates served within the confines of penal, correctional, or mental institutions shall do so as specified in Section 5. of this document.

- c. In view of the fact that the subscriber has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and because of unavailability of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified.

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**SERVICETERMS&CONDITIONS**

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**GENERAL REGULATIONS (Continued)****B. LimitationsandUseofService(Continued)****2. Establishment of Identity**

- a. The calling party shall establish his identity in the course of any communication as often as may be necessary.
- b. The calling party shall be solely responsible for establishing the identity of the person or station with which connection is made at the called location.

**3. Customer-Provided Terminal Equipment And Customer-Provided Communications Systems**

Customer-provided terminal equipment may be used and customer-provided communications systems may be connected with the facilities furnished by the Company for Telecommunications Services as provided in this document.

**4. Accessories Provided By the Subscriber**

Accessories which aid a subscriber's convenience in his use of the facilities of the Company in the service for which they are furnished under this document are permissible provided any such accessory so used would not endanger the safety of Company employees or the public; damage, require change in or alteration of, or involve direct electrical connection to the equipment or other facilities of the Company; or interfere with the proper functioning of such equipment or facilities; or impair the operation of the telecommunications system or otherwise injure the public in its use of the Company's services.

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**SERVICETERMS&CONDITIONS**

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**GENERAL REGULATIONS (Continued)****B. LimitationsandUseofService(Continued)****5. Broadcast of Recordings of Telephone Conversations**

The broadcasting of a recording of a telephone conversation during the period of recording is permissible provided that in the interest of protecting the privacy of telephone service, the recording is made in accordance with the regulations governing connection with subscriber-provided voice recording equipment as specified in this document.

**6. Recorded Public Announcements**

Use of Company Facilities or service in connection with Automatic Announcement Service, Automatic Answering and Recording Service, Recorder-Coupler Service or miscellaneous devices for recorded public announcements are subject to the following conditions:

- a. For purposes of identification, subscribers to telephone service who transmit recorded public announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided.
- b. Subscribers transmitting factual public announcements such as Time, Stock Market quotations, Airline schedules and similar information are excluded from the preceding condition.
- c. Private telephone numbers will not be furnished for use with recorded public announcements.
- d. Failure to comply with the provisions of this document shall be cause for termination of the service.



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SERVICETERMS&CONDITIONS

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## GENERAL REGULATIONS (Continued)

B. LimitationsandUseofService(Continued)7. LimitedCommunication

The Company reserves the right to limit the length of communication when necessary because of a shortage of facilities caused by emergency conditions.

8. TransmittingMessages

The Company will not transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections. Employees of the Company are forbidden to accept either oral or written messages to be transmitted over the facilities of the Company.

9. UnlawfulUseofService

The service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of law and that a formal charge has been filed by competent authority against the telephone subscriber; provided, however, the Company, before discontinuing service, shall give to the subscriber not less than three days written notice of its intention to do so. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law.

10. CancellationofServiceforCause

- a. The Company may without notice either suspend service or terminate the subscriber's contract without suspension of service or, following a suspension of service, disconnect the service and remove any of its equipment from the subscriber's premises upon:

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SERVICETERMS&CONDITIONS

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## GENERAL REGULATIONS (Continued)

B. LimitationsandUseofService(Continued)10. CancellationofServiceforCause(Continued)

## a. (Continued)

- 1) Abandonment of the service.
- 2) Failure of a subscriber to make suitable deposit as required by this document.
- 3) Impersonation of another with fraudulent intent.
- 4) Listening in on party line conversations.
- 5) Nonpayment of any delinquent sum due fore exchange, Cellular or other services.
- 6) Use of service in such a way to impair or interfere with the service of other subscribers and refusal of the subscriber to utilize available corrective equipment or network arrangements: such interference includes, but is not limited to:
  - a) trunk blockages in a switching center so that on a final route there are no circuits available for 10 percent or more of the calls for a 15-minute period,
  - b) Dial Tone speed delays of three seconds or more in a switching center for 10% or more of the calls for a 15-minute period,
  - c) Sender Attachment Delay Recorder delays of three seconds or more in processing calls in:
    - (1) A single switching system for 30 percent or more of the calls for a 15-minute period, or
    - (2) Two or more switching systems for 10 percent or more of the calls for a 15-minute period,
  - d) Application of network management controls to minimize or prevent a service effect on switching facilities due to a promotional calling event.

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SERVICETERMS&CONDITIONS

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## GENERAL REGULATIONS (Continued)

B. LimitationsandUseofService(Continued)10. CancellationofServiceforCause(Continued)

## a. (Continued)

- 7) Use of service or facilities for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another.
- 8) Use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for service.
- 9) The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, Cellular Message Telephone Service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid payment, in whole or in part, of the regular charge for such service.
- 10) Any other violation of the Company's regulations.

- b. The Company reserves the right to cancel any contract for service with and to discontinue service to any person who uses or permits the use of obscene, profane or grossly abusive language over or by means of the Company's facilities, and who, after reasonable notice fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.

## SERVICE TERMS &amp; CONDITIONS

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GENERAL REGULATIONS (Continued)B. Limitations and Use of Service (Continued)11. Connections of Other Common Carrier Provided Communications ~~Services~~

Communications systems provided by the Other Common Carrier hereafter referred to as the OCC, may be connected with the facilities furnished by the Company for exchange, Cellular Message Telecommunications Service, and Wide Area Telecommunications Service as specified in this document.

12. Billed Number Screening

Billed Number Screening will be furnished at the Company's option and upon agreement by the customer to control instances of fraud associated with billed to third party and/or collect calls. This service may also be furnished in response to a customer request.

13. Network Facilities for Use with Automatic Dialer and Recorded Message Player Devices

a. Subscribers who wish to use automatic dialer and recorded message player devices must do so pursuant to the following terms and conditions. Automated dialer and recorded message player devices are automated equipment which incorporates a storage capability of telephone numbers to be called or a random or sequential number generator capable of producing numbers to be called and the capability, working alone or in conjunction with other equipment, to disseminate a prerecorded message to the telephone number called.

- 1) No person shall operate an automated dialer and recorded message player device to place a call which is received by a telephone in this state between the hours of 9:00 P.M. and 9:00 A.M. Central Time Zone.
- 2) No person shall operate an automated dialer and recorded message player device to place a call which is received by a telephone in this state for the purpose of persuading, inducing, or encouraging the person called to purchase any type of product or service.



## SERVICE TERMS &amp; CONDITIONS

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GENERAL REGULATIONS (Continued)B. LimitationsandUseofService(Continued)13. NetworkFacilitiesforUsewithAutomatedDialerandRecordedMessagePlayerDevices  
(Continued)

## a. (Continued)

- 3) This document does not apply to automated dialer and recorded message player devices which are not used to randomly or sequentially dial telephone numbers but which are used solely to transmit a message to an established business associate, customer, or other person having an established relationship with the person using the automated dialer and recorded message player devices to transmit a message, or to any call generated at the request of the recipient.
- 4) Automated dialer and recorded message player devices may be used to place calls over telephone lines only pursuant to a prior agreement between the parties involved, by which the person called has agreed that he or she consents to receive such calls from the person calling. An automated dialer and recorded message player device may also be used when such device is operated by a person who shall do all of the following:
  - a) State the nature of the call and the name, address and telephone number of the business or organization being represented, if any.
  - b) Inquire whether the person called consents to hear the prerecorded message of the person calling.
  - c) Disconnect the automated dialer and recorded message player devices from the telephone line upon termination of the call by either the person calling or the person called.
- 5) No person shall connect any automated dialer and recorded message player device to any telephone line without first making written application to the Company if telephone calls through the use of such device will be placed within the Company's service area. The application shall provide the following information:
  - a) The type of automated dialer and recorded message player devices to be connected,
  - b) The time of day such telephone calls are to be placed using such device,

SERVICE TERMS & CONDITIONS

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GENERAL REGULATIONS (Continued)

B. LimitationsandUseofService(Continued)

13. NetworkFacilitiesforUsewithAutomatedDialerandRecordedMessagePlayerDevices  
(Continued)

a. (Continued)

5) (Continued)

- c) The anticipated number of calls proposed to be placed during the specified calling period,
- d) The average length of a completed call, and
- e) Additional information as the Company may require.

Upon receipt of the application for service, the Company will review the furnished information and, if it appears that calling patterns would create a traffic overload condition or the service would be detrimental to the services of other customers of the Company, the Company may deny the application or modify the application and grant the application as modified.

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SERVICETERMS&CONDITIONS

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## GENERAL REGULATIONS (Continued)

C. EstablishmentandFurnishingofService1. AvailabilityofFacilities

- a. The Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the provision of such service.
- b. The rates and charges quoted in this document provide for the furnishing of service and facilities where suitable facilities are available or when the construction of the necessary facilities does not involve excessive costs.
- c. When excessive costs are involved for the construction of facilities, charges for such construction will be determined in accordance with the regulations as set forth in "Charges Applicable Under Special Conditions", except as otherwise specified.
- d. The economical operation of the telephone business, for the benefit of the whole body of rate payers and to the business itself may require changes in wire center and base rate area boundaries. The rates for service furnished to customers affected when such changes take place will be recalculated based on the application of this documents method of applying charges and the customer will be informed of any increase or decrease in their rates prior to the time of the change.

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SERVICETERMS&CONDITIONS

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## GENERAL REGULATIONS (Continued)

C. EstablishmentandFurnishingofService(Continued)2. Flat,MeasuredandMessageRateService

When Flat, Standard Measured, Low-Use Measured, Local Optional Service Option B or Message Rate Services are offered in an area, an applicant may, at his option, select either type of service that is available. A combination of these services will not be furnished on the same premises to the same subscriber or to a group of different subscribers, except that this does not apply:

- a. to hotel and hospital premises where Flat Rate Service may be furnished for the exclusive use of the hotel or

Hospital management, in addition to the measured, Local Optional Service Option B or message service ordinarily provided in guests' or patients' rooms and lobbies. This exception does not permit the combining of measured or message rate trunks. Guests or patients may contract separately for one of the services (Flat, Measured, Message or Local Optional Service Option B) which may otherwise be available to them.

- b. to premises where semipublic or public telephones may properly be located;
- c. to non-administrative lines connected to secretarial service Facilities and not furnished with outward service;
- d. to a flat or measured rate Foreign Exchange line which is switched at a location outside the basic local calling area of the normal serving exchange.
- e. to premises where Secondary Line service may properly be located with flat rate primary line service.

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SERVICETERMS&CONDITIONS

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## GENERAL REGULATIONS (Continued)

C. EstablishmentandFurnishingofService(Continued)3. ApplicationforService

- a. Any applicant for service may be required to sign an application form requesting the Company to furnish the service in accordance with rates, charges, rules and regulations from time to time in force and effect.
- b. The Company reserves the right to refuse service to any applicant who is found to be indebted for regulated charges to the Company for telephone service provided in any state in which the Company operates until satisfactory arrangements have been made for the payment of all such indebtedness. The Company may also refuse to furnish service to any applicant desiring to establish service for former subscriber of the Company who are indebted for previous service, regardless of the listing requested for such service, until satisfactory arrangements have been made for the payment of such indebtedness.

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SERVICETERMS&CONDITIONS

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## GENERAL REGULATIONS (Continued)

C. EstablishmentandFurnishingofService(Continued)3. ApplicationforService(Continued)

- c. If telephone service is established and it is subsequently determined that either condition in 3.b. preceding exists, the Company may suspend or disconnect such service until satisfactory arrangements have been made for the payment of the prior indebtedness.
- d. When an application for service and facilities or requests for additions, rearrangements, relocations or modifications of service and equipment are canceled in whole or in part prior to completion of the work involved, the applicant is required to reimburse the Company for all expense incurred in handling the request before notice of cancellation is received. Such charge, however, is not to exceed all charges which would apply if the work involved in complying with the request had been completed.
- e. When equipment has been ordered for the specific needs of a subscriber and the installation thereof is unduly delayed by or at the request of the subscriber, appropriate charges apply for such equipment for the period of the delay.
- f. When a subscriber requests a change in location of all or a part of the facilities covered by his application for service, or requests additions, rearrangements or modifications of his existing service and equipment prior to completion of the work involved, he is required to pay the difference between the total costs and expenses incurred by the Company in completing the work involved and that which would have been incurred had the final location of the facilities been specified initially.

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SERVICETERMS&CONDITIONS

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GENERAL REGULATIONS (Continued)

C. EstablishmentandFurnishingofService(Continued)

4. ApplicationofRatesforBusinessService

- a. In general business rates apply at business locations as illustrated by the situations described in b. following.
- b. Business rates apply for:
  - 1) Offices, stores, factories, mines and all other places of a strictly business nature.
  - 2) Offices of hotels, boarding houses, and apartment houses; colleges, quarters occupied by clubs and fraternal societies, private schools, hospitals, nursing homes, libraries and other institutions. For the purpose of this document, a boarding house is defined as a structure where rooms are rented or boarders taken.
  - 3) Service terminating solely on the secretarial facilities of a telephone answering bureau.
  - 4) Service listed in business telephone directories or in the business section of the White Pages Directory or listed as a business in a combined residence/business White Pages Directory.

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SERVICETERMS&CONDITIONS

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## GENERAL REGULATIONS (Continued)

C. EstablishmentandFurnishingofService(Continued)4. ApplicationofRatesforBusinessService  
(Continued)

- c. Residence rates also apply for telephone service located in individual churches when such service is listed in the name of the church. This residence rated service is intended for use by the church in its normal operations with its local members. Services provided for other associated church activities, which would otherwise be considered as business functions, will be classified as business services. In cases when the residence and business services are combined into one telephone system, the business rates must then apply for all services.
- d. If a subscriber's service changes from business service to residence service, the telephone number must be changed. Reference of calls will not be provided regardless of how long the existing Directories will remain in effect. Service connection charges, which apply for such changes, are quoted in Section 4.
- e. Changes from residence to business service may be made without change in telephone number, if the subscriber so desires. Service connection charges, which apply for such changes, are quoted in Section 4.
- f. Customers identifying themselves as amateur radio operators, licensed under Part 97 of the Federal Communications Commission (FCC) Rules and Regulations will be charged residence rates at business locales and residence locales. The FCC prohibits the transmission of business communications by an amateur radio station (Pare. 97.110). This rule does not negate the application of the appropriate business or residence classification of telephone access lines.



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SERVICETERMS&CONDITIONS

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## GENERAL REGULATIONS (Continued)

C. EstablishmentandFurnishingofService(Continued)5. TransferofServicebetweenSubscribers

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

Service order charges, as specified in Section 4., will apply as appropriate.

- b. After the new subscriber assumes financial responsibility, the new subscriber may retain the existing telephone number if the Company deems such a transfer appropriate and if the previous subscriber consents or if the previous subscriber has abandoned the service.

6. InitialServicePeriods

- a. Unless otherwise specified, the initial service period for all services offered in this document is one month commencing with the date of installation of the service.
- b. For all other services furnished with initial service periods exceeding one month, the applicable initial service period is the number of months indicated in brackets following the basic termination charge listed in that section of this document containing the service offered.
- c. The initial service period relates to each applicable unit of service, either on the initial or subsequent installations.

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SERVICETERMS&CONDITIONS

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## GENERAL REGULATIONS (Continued)

C. EstablishmentandFurnishingofService(Continued)7. FloorSpace,ElectricPowerandOperatingAttheSubscriber'sPremises

- a. The subscriber is responsible for the provision and maintenance, at his expense, of all suitable space and floor arrangements, including but not limited to adequate lighting and temperature control, required on his premises for communication facilities provided by the Company in connection with services furnished to the subscriber by the Company. Any power outlets and commercial power required for the operation of such facilities shall be provided by, and at the expense of, the subscriber.
- b. All operating required for the use of communications facilities provided by the Company at the subscriber's premises will be performed at the expense of the subscriber, and must conform to the operating practices and procedures of the Company to maintain a proper standard of service.

8. ProvisionandOwnershipofEquipmentandFacilities

- a. Equipment and facilities furnished by the Company on the premises of a subscriber or authorized user of the Company are the property of the Company and are provided upon the condition that such equipment and facilities, except as expressly provided in this document, must be installed, relocated and maintained by the Company and that the Company's employees and agents may enter said premises at any reasonable hour to install, inspect or repair any part of the Company's equipment and facilities on the subscriber's premises, or upon termination or cancellation of the service, to remove such equipment and facilities.

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SERVICETERMS&CONDITIONS

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## GENERAL REGULATIONS (Continued)

C. EstablishmentandFurnishingofService(Continued)8. ProvisionandOwnershipofEquipmentandFacilities(Continued)

- b. Subscribers may not disconnect or remove or permit others to disconnect or remove any apparatus installed by the Company, except upon the consent of the Company.
- c. Except as otherwise specified in this document, equipment and facilities furnished by the Company shall, upon termination of service from any cause whatsoever, be returned to it in good condition, reasonable wear and tear thereof expected.

9. ProvisionandOwnershipofDirectories

Telephone directories distributed from time to time by the Company remain the property of the Company and shall be surrendered upon request. Telephone directories should not be mutilated or misused in any manner which impedes reference to essential service information or otherwise interferes with service.

10. ProvisionandOwnershipofTelephoneNumbers

Telephone numbers are the property of the Company and are assigned to the service furnished the subscriber. The subscriber has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the subscriber, whenever the Company deems it necessary to do so in the conduct of its business.

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SERVICETERMS&CONDITIONS

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GENERAL REGULATIONS (Continued)C. EstablishmentandFurnishingofService(Continued)11. MaintenanceandRepairs

All ordinary expense of maintenance and repairs, unless otherwise specified in this document, is borne by the Company. In case of damage, loss, theft, or destruction of any of the Company's property due to the negligence or willful act of the subscriber or other persons authorized to use the service, and not due to ordinary wear and tear or causes beyond the control of the subscriber, the subscriber shall be required to pay the expense incurred by the Company in connection with the replacement of the property damaged, lost, stolen, or destroyed, or the expense incurred in restoring it to its original condition.

12. CompanyFacilitiesatHazardousorInaccessibleLocations

Where service is to be established at a location that would involve undue hazards, or where accessibility is impracticable, to employees of the Company, the subscriber may be required to install and maintain the Company's equipment and facilities in a manner satisfactory to the Company, any remuneration to be based on the condition involved.

13. WorkPerformedOutsideRegularWorkingHours

The rates and charges specified in this document contemplate that all work in connection with furnishing or rearranging service be performed during regular working hours. Whenever a subscriber requests that work necessarily required in the furnishing or rearranging of his service be performed outside the Company's regular working hours or that work once begun be interrupted, so that the Company incurs costs that would not otherwise have been incurred, the subscriber may be required to pay, in addition to the other rates and charges specified in this document, the amount of additional costs incurred by the Company as a result of the subscriber's special requirements.

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SERVICETERMS&CONDITIONS

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## GENERAL REGULATIONS (Continued)

C. EstablishmentandFurnishingofService(Continued)14. SuspensionofBusinessServicea. General

- 1) Upon request, a subscriber to business service may arrange for the temporary suspension of such service. Suspension of Service is available on a subscriber's complete service or on such portion thereof as can be suspended.
- 2) When the period of suspension is less than one month, the regular charges for the full month of service shall apply.
- 3) When a complete service, or portion thereof which can be suspended, is subject to an initial service period of more than one month, the basic termination charge applicable thereto will be reduced at one-half the normal full rate of reduction while the service is on a suspended basis and the initial service period is extended by one-half month for each month of suspension.
- 4) In connection with complete Suspension of Service, Local or Cellular Service is not furnished during the period of suspension. At the request of the subscriber, inward calls to a station at which service is suspended may be referred to the call number of another station in the same or a distance exchange.
- 5) The charge for the total suspension period may be collected in advance.
- 6) There is no reduction, in the charge for foreign central office line mileage and foreign exchange line mileage during the period of suspension.

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SERVICETERMS&CONDITIONS

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## GENERAL REGULATIONS (Continued)

C. EstablishmentandFurnishingofService(Continued)14. SuspensionofBusinessService(Continued)a. General(Continued)

- 7) In connection with service at a concession rate, the charge for service during the period of suspension is 50% of the rate regularly charged for service without concession, except in case the concession is 50% or more, then the charge during the period of suspension is the rate regularly charged for the concession service.
- 8) There is no reduction in the recurring charge for Secondary Line during the period of suspension.

b. ApplicationofCharges

## 1) Main Station Line Service:

The charge for a maximum period of six months in any calendar year for Main Station Service during the period of suspension is 50% of the rate regularly charged, except as specified in C.15.a.7. preceding.

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SERVICETERMS&CONDITIONS

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## GENERAL REGULATIONS (Continued)

C. EstablishmentandFurnishingofService(Continued)14. SuspensionofBusinessService(Continued)b. ApplicationofCharges(Continued)

## 2) Centrex, Key and Pushbutton Systems and PBX Systems:

The charge for Key and Pushbutton Systems, PBX Systems and Centrex Systems is 50% of the rates regularly charged except as modified in a) following.

- a) The minimum charge for any 12 consecutive months shall not be less than three-fourths of the total charge for full service during the 12-month period.
- b) Suspension of Service is permitted for any item provided under the Minimum Period Option Plan. For items offered under the Commitment Period Option Plan, suspension of service is not permitted during the time that Tier A or the Fixed Monthly Rate Component for the commitment period is in effect. After the Commitment Period has expired, suspension of service is permitted at the specified rate.

In those cases where a portion of a Centrex System is suspended and application of the 50% rate results in a monthly amount lower than the minimum monthly charge, no credit is allowed toward fulfilling the initial service period.

## 3) Semipublic:

The full monthly rate will continue to apply for semipublic telephone service during the period of suspension. The period of suspension shall not exceed (60) days.

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SERVICETERMS&CONDITIONS

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## GENERAL REGULATIONS (Continued)

C. EstablishmentandFurnishingofService(Continued)14. SuspensionofBusinessService(Continued)b. ApplicationofCharges(Continued)

- 4) Charges as specified in Section 4. will apply in addition to charges shown in 1), 2) and 3) preceding.

15. TerminationofServicea. TerminationofServicebytheCompany

- 1) Violation of any of the regulations contained in this document on the part of the subscriber may be regarded as sufficient cause for termination of the subscriber's service.
- 2) When the service is terminated on the initiative of the Company because of violation of its regulations by the subscriber, the regulations stipulated following for termination of service at the subscriber's request apply.
- 3) The Company may refuse to furnish or continue to furnish service hereunder, if such service would be used or is used for a purpose other than that for which it is provided or when its use interferes with or impairs, or would interfere with or impair, any other service rendered to the public by the Company.

b. TerminationofServiceattheSubscriber'sRequest

Service may be terminated at any time upon reasonable notice from the subscriber to the Company. Upon such termination the subscriber shall be responsible for the payment of all charges due. This includes all charges due for the period service has been rendered plus any unexpired portion of an initial service period or applicable termination charges, or both.



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SERVICETERMS&CONDITIONS

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## GENERAL REGULATIONS (Continued)

C. EstablishmentandFurnishingofService(Continued)15. TerminationofService(Continued)c. TerminationCharge

- 1) A Termination Charge is determined by applying the percentage of the unexpired portion of the Basic Termination Charge for the initial service period to the full Initial Service Period.

The Basic Termination Charge and the Initial Service Period are indicated in the section of this document covering the service items to which they apply. The Initial Service Period is shown in brackets following the amount of the Basic Termination Charge.

- 2) When a subscriber discontinues one or more units of a group of the same item, the equipment latest installed shall be considered as the equipment first discontinued.
- 3) When a subscriber cancels an order for service carrying a Basic Termination Charge prior to the establishment of that service, a termination charge applies equal to the cost incurred by the Company in engineering, ordering and providing the equipment and disposing of it, less credits obtained through disposal. The termination charge in this event will not exceed the Basic Termination Charge.

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SERVICETERMS&CONDITIONS

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GENERAL REGULATIONS (Continued)

C. EstablishmentandFurnishingofService(Continued)

16. RingerLimitations

- a. Except as provided herein, one ringer is provided for each station and such ringer is located at the station. If additional ringers are desired, or if the ringer is not located at the station, such ringers will be provided as specified in this document.
  - b. The number of ringers directly connected to the line (including that furnished with the main station) is limited to four per main station in the case of individual and two-party lines and to two per main station in the case of four-party lines.
  - c. Ordinarily in connection with Individual Line, Party Line, and Centrex Station Line Service, a ringer is permanently connected to the line. However, at the subscriber's request, a ringer cut-off may be provided at rates applicable in this document.
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SERVICETERMS&CONDITIONS

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## GENERAL REGULATIONS (Continued)

C. EstablishmentandFurnishingofService(Continued)17. ConnectionwithMiscellaneousCommonCarriersa. Application

- 1) Service is available to and from customers of Miscellaneous Common Carriers through connecting facilities provided by the Company in accordance with the provisions set forth in a.1) through a.4) following.
- 2) Subject to the availability of facilities and the reasonable requirements of the Company for its Telecommunications Services, the Company will, at the Miscellaneous Common Carrier's request, physically connect its facilities with those of the Miscellaneous Common Carrier for the purpose of interchanging intrastate traffic in connection with the Miscellaneous Common Carrier's Domestic Public Land Mobile Radio Services (as defined in Part 21 of the FCC Rules). Such connection and interchange of intrastate traffic shall be as follows:
  - a) The Company will connect its facilities between any telephone exchange whose rate center is located in the Miscellaneous Common Carrier's Reliable Service Area (as defined in Part 21 of the FCC Rules) and the Miscellaneous Common Carrier's control point(s) in or serving that Reliable Service Area.

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SERVICETERMS&CONDITIONS

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## GENERAL REGULATIONS (Continued)

C. EstablishmentandFurnishingofService(Continued)17. ConnectionwithMiscellaneousCommonCarriers(Continued)a. Application(Continued)

2) (Continued)

b) One-Way Signaling Traffic - The Company will connect its facilities between any telephone exchange within which a signaling receiver is served by the Miscellaneous Common Carrier's system and the Miscellaneous Common Carrier's control point(s) in or serving that system.

3) The facilities provided for connection and interchange of traffic shall not be used, switched or otherwise connected together by the Miscellaneous Common Carrier for the provision of through calling from a landline telephone to another landline telephone, nor shall they be switched or otherwise connected together by the Miscellaneous Common Carrier for the provision of through calling from a landline or mobile unit located in one Reliable Service Area (as defined by Part 21 of the FCC Rules) to a landline telephone or mobile unit in another Reliable Service Area (as defined by Part 21 of the FCC Rules).

4) Specific administrative procedures, connection and operating arrangements and charges for the facilities provided by the Company to the Miscellaneous Common Carrier for the purpose of connection and interchanging traffic are as set forth in various intercarrier agreements between the Company and the Miscellaneous Common Carriers or in the tariffs of the Company as appropriate. Where the state franchise area or state authorization of the Miscellaneous Common Carrier is different than the Reliable Service Area (as defined in Part 21 of the FCC Rules), the terms and conditions of connection and interchange of traffic may be modified to recognize the extent of such state franchise or authorization.

5) The connection and interchange of traffic as set forth in 2) through 4) preceding does not constitute a joint undertaking with the Miscellaneous Common Carrier for the furnishing of any service.

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SERVICETERMS&CONDITIONS

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## GENERAL REGULATIONS (Continued)

D. PaymentArrangementsandCreditAllowances1. AdvancePayments

An applicant for service or facilities may be required to pay in advance of installation an amount not to exceed applicable service connection, installation or other nonrecurring charges plus charges for one month of service. Where construction charges are applicable, the payment thereof may be required in advance of start of construction.

2. Deposits

a. The Company may, in its discretion, require any applicant for or any subscriber to its services to deposit a sum up to an amount equal to either the charge for two months local service or the charge for the estimated toll messages during a like period, or both. Any such deposit may be held during the continuance of the service as security for the payment of any and all accounts accruing for the service. In addition, any applicant may also be required to deposit a further sum up to an amount equal to:

- 1) the applicable basic termination charge for any service furnished the subscriber; and/or
- 2) the total charges which would be due for the applicable minimum service period for any service furnished the subscriber. Such additional deposit shall be reviewed annually and a partial refund shall be made to the subscriber in an amount equal to the difference between the amount on deposit and the amount then required to cover the unexpired portion of the basic termination charge and/or minimum service period. Upon discontinuance of the service, such additional deposit may be applied in payment of any and all amounts accruing for service.

## SERVICE TERMS &amp; CONDITIONS

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

- b. Simple interest at the rate per annum approved by the Public Service Commission is paid on the deposit, except that no interest is paid on deposits held for less than twelve (12) months. Interest will be refunded by means of a payment to the subscriber or a credit to current billing, with a designation on the bill that the credit is for earned interest. If held until discontinuance of service, such deposit and accrued interest, if any, less any and all amounts then due, is upon such discontinuance returnable to the subscriber.

The fact that a deposit has been made in no way relieves the applicant or subscriber from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation or constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for nonpayment of any sums due the Company.

3. Payment for Service

- a. The subscriber is responsible for payment of all appropriate charges for completed calls, services, and equipment. All charges due by the subscriber are payable at the Company's Business Office or at any agency duly authorized to receive such payments. If objection in writing is not received by the Company within thirty days after the bill is rendered the account shall be deemed correct and binding upon the subscriber. Nonpayment of charges for service may result in the interruption or discontinuance of any or all of the services furnished the subscriber.
- b. Simple interest at the rate per annum approved by the Public Service Commission is paid on the deposit, except that no interest is paid on deposits held less than twelve (12) months. Interest will be refunded by means of a payment to the subscriber or a credit to current billing, with a designation on the bill that the credit is for earned interest. If held until discontinuance of service, such deposit and accrued interest, if any, less any all amounts then due, is upon such discontinuance returnable to the subscriber.

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SERVICETERMS&CONDITIONSGENERAL REGULATIONS (Continued)D. PaymentArrangementsandCreditAllowances(Continued)3. PaymentforService(Continued)

- c. The subscriber shall pay monthly in advance or on demand all charges for service and equipment and shall pay on demand all charges for local service and billed local usage. The subscriber is responsible for payment of all charges for services furnished the subscriber, including charges for services originated or charges accepted at the subscriber's station.
  - d. Should service be suspended for nonpayment of charges, it will be restored only as provided under "Restoration Charge" in Section 4.
  - e. When the service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Reestablishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this document.
  - f. In its discretion, the Company may restore or re-establish service which has been suspended or disconnected for nonpayment of charges, prior to payment of all charges due. Such restoration or re-establishment shall not be construed as a waiver of any rights to suspend or disconnect service for nonpayment of any such or other charges due and unpaid or for the violation of the provisions of this document; nor shall the failure to suspend or disconnect service for nonpayment of any past due account or accounts operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account.
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SERVICETERMS&CONDITIONS

GENERAL REGULATIONS (Continued)

D. PaymentArrangementsandCreditAllowances(Continued)

3. PaymentforService(Continued)

g. An administrative charge will be applied by the Company for each time a check, credit card, or bank draft is returned by a bank or financial institution to the Company for the reason of insufficient funds.

1) Returned payment

a) Each	<u>Charge</u> \$30.00	<u>USOC</u> NA
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h. A customer's account will be considered as delinquent if not paid in full within 20 days of the date the bill is rendered by the Company. A late payment charge of \$4.00 will apply to each subscriber's bill with a balance greater than \$6.00 for new regulated charges when any undisputed portion of all new regulated charges on the subscriber's previous month's bill has not been paid in full prior to the next billing date. A late payment charge of 2% (two percent) will apply to each business subscriber's total undisputed unpaid balance for new regulated charges when any undisputed portion of all new regulated charges on the subscriber's previous month's bill has not been paid in full prior to the next billing date. The 2% (two percent) late payment charge will apply to all new undisputed charges on a subscriber's previous month's bill that were not paid prior to the next billing date.

The late payment fee shall not apply for government agencies.

i. A termination charge may apply as described in Section C.15.b preceding.

4. AllowanceforInterruptions

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the subscriber or the failure of the facilities provided by the subscriber, a pro rata adjustment of the fixed monthly charges involved will be allowed, upon request of the subscriber, for the service and facilities rendered useless and inoperative by reason of the interruption during the time said interruption continues in excess of twenty-four hours from the time it is reported to or detected by the Company, except as otherwise specified in this document. For the purpose of administering this regulation, every month is considered to have thirty days.



SERVICETERMS&CONDITIONS

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GENERAL REGULATIONS (Continued)

D. PaymentArrangementsandCreditAllowances(Continued)

5. ProvisionsforCertainLocalTaxesandFees

Whenever any municipality, parish or other political subdivision of any State shall collect or receive any payment from the Company for or by reason of the use of its streets, alleys or public ways or places, or for or by reason of the operation of the Company's business or by reason of any agreement between it and the Company, whether such payment be called a license, occupational, privilege, franchise or inspection tax, charge or fee, or otherwise, the amount of such payment may be added to the sales price of the Company's services and billed pro rata to the Company's customers receiving local service within the municipality, parish or other political subdivision collecting or receiving such payment.

The provisions hereof shall not apply to ad valorem taxes, nor to an occupational license tax levied and collected, nor to any payment made pursuant to the terms of any agreement, ordinance, resolution, or law, or extensions thereof, provided that the amount of any increase in a payment effected by any such extension may be billed to customers, as provided herein above.

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SERVICETERMS&CONDITIONS

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## GENERAL REGULATIONS (Continued)

E. LiabilityoftheCompany1. ServiceIrregularities

The Company's liability, if any, for its willful misconduct is not limited by this document. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair, or restoration of service, the Company's liability, if any, shall not exceed an amount equal to the proportionate part of the monthly recurring charge for the service for the period during which the service was affected. This liability shall be in addition to any amounts that may otherwise be due the customer under this document as an allowance for interruptions.

2. UseofFacilitiesofOtherConnectingCarriers

When suitable arrangements can be made, facilities of other connecting carriers may be used in conjunction with this Company's facilities in establishing connections to points not reached by this Company's facilities. Neither this Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

3. IndemnifyingAgreement

The Company shall be indemnified and saved harmless by the subscriber or subscribers, against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof, against claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company, apparatus and systems of the subscriber; and against all other claims arising out of any act or omission of the subscriber in connection with the facilities provided by the Company.

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SERVICETERMS&CONDITIONS

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## GENERAL REGULATIONS (Continued)

E. LiabilityoftheCompany(Continued)4. DefacementofPremises

The Company is not liable for any defacement of or damage to the premises of a subscriber resulting from the furnishing of service or the attachment of the instruments, apparatus and associated wiring furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of employees of the Company.

5. PeriodforthePresentationofClaims

The Company shall not be liable for damages or statutory penalties in any cases where a claim is not presented in writing within sixty days after the alleged delinquency occurs.

6. EquipmentinExplosiveAtmosphere

- a. The Company does not guarantee nor make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The subscriber shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the subscriber or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the subscriber or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of said equipment so provided.
- b. The Company may require each subscriber to sign an agreement for the furnishing of equipment as a condition precedent to the furnishing of such equipment.

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SERVICETERMS&CONDITIONS

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## GENERAL REGULATIONS (Continued)

E. LiabilityoftheCompany(Continued)6. EquipmentinExplosiveAtmosphere(Continued)

- c. The subscriber shall furnish, install and maintain sealed conduit with explosion proof fittings between this equipment and points outside the hazardous area where connection may be made with regular facilities of the Company. The subscriber may be required to install and maintain this equipment within the hazardous area if, in the opinion of the Company, injury or damage to Company employees or property might result from installation or maintenance by the Company.

7. PerformanceoftheTelecommunicationsNetwork

Satisfactory performance of the telecommunications network requires continuing functional compatibility of the network control signals and the switching equipment involved. To assure such continuing compatibility, network control signaling in the furnishing of Exchange Telecommunications Service shall be performed by equipment furnished, installed and maintained either by the Company or by the customer.

8. UseofCustomer-ProvidedEquipment

- a. The services furnished by the Company, in addition to the preceding limitations also are subject to the following limitation; the Company shall not be liable for damage arising out of mistakes, omissions interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltage or currents transmitted over the service of the

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SERVICETERMS&CONDITIONS

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## GENERAL REGULATIONS (Continued)

E. LiabilityoftheCompany(Continued)8. UseofCustomer-ProvidedEquipment(Continued)

- a. (Continued)  
Company, caused by or resulting from use of customer-provided equipment (except where a contributing or concurrent cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or
- b. not prevented by customer-provided equipment where any such damage could have been prevented by Company-provided equipment.

9. DirectoryErrorsandOmissions

The Company's liability for damages arising from errors in or omissions of listings in its directories or directory assistance records for which no additional charge is made shall be limited to the amount of actual impairment of the subscriber's service and in no event shall exceed one-half the amount of the charge to the subscriber for Local Exchange Service during the period covered by the directory or during the period that the directory assistance records remain in error after notice to the Company by the subscriber, or \$500.00, whichever is less.

For listings furnished at additional charge, the Company's liability shall not exceed the amount of such additional charge during the period covered by the directory or during the period that the directory assistance records remain in error after notice to the Company by the subscriber.

The Company may discharge its liability for errors or omissions by abatement or refund, or by a combination of abatement and refund.

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SERVICETERMS&CONDITIONS

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GENERAL REGULATIONS (Continued)

F. ObligationoftheCompany

1. ObligationtoFurnishService

The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of these facilities required incident to the furnishing and maintenance of that service.

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SERVICETERMS&CONDITIONS

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## GENERAL REGULATIONS (Continued)

G. TroubleDeterminationCharge

The Trouble Determination Charge is the charge which applies for each dispatch required in connection with a customer's service difficulty or trouble report when it is determined that the source of the difficulty or trouble is on the customer's side of the demarcation point. This charge does not include any further isolation work beyond the Company specified demarcation point.

H. CustomerPremisesInsideWireMaintenance

## 1. General Provisions

- a. Customer premises inside wire is defined as that wire, including connectors, blocks, and jacks, located on the customer's side of the demarcation point.
- b. Customer premises inside wire provided by the customer may be connected to Simple Business Individual Service furnished by the Company at any point on the customer's side of the demarcation point.

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SERVICETERMS&CONDITIONS

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## GENERAL REGULATIONS (Continued)

H CustomerPremisesInsideWire(Continued)1. GeneralProvisions(Continued)

- c. The typical Network Interface for the connection of customer premises inside wire consists of a miniature modular standard jack equivalent and is to be established at the time of initial service and provided as part of the Exchange Access Line. Other specifically requested Network Interface Jacks are billable subject to the charges in other sections of this document. A Network Interface will be installed on the customer's premises at a location determined by the Company which is accessible to the customer. The normal location of the Network interface is at the point of minimum penetration on the customer's premises which would be in close proximity to the protector or equivalent where the Company facilities enter the customer's premises, wherever practicable.
- d. The Network Interface is provided to allow the modular connection of premises inside wire to the Access Line. The Network Interface is not to be routinely considered as a jack for the connection of telephone equipment to the Access Line except for normal testing purposes.
- e. Connection of customer premises inside wiring and terminal equipment to the telephone network may be made through a Network Interface jack conforming to FCC Part 68 rules or by direct attachment to Company-provided wiring at any point on the customer's side of the demarcation point.
- f. The customer is prohibited from connecting premises wiring to the protector.
- g. The Network Interface for marine and recreational vehicles is a standard weatherproof jack (USOC RJ15C or equivalent). This jack will be provided at the Network Interface Jack Rate specified in other sections of this document in addition to the appropriate Service Charge as specified in Section 4.



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SERVICETERMS&CONDITIONS

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## GENERAL REGULATIONS (Continued)

H. CustomerPremisesInsideWire(Continued)1. GeneralProvisions(Continued)

- h. The rates and charges for the Exchange Access Line do not include the Company maintenance of customer premises inside wire and/or jacks.

2. ResponsibilityoftheCustomer

- a. In the event that the customer provides, maintains, or attempts to maintain inside wire and, or jacks, the customer assumes the risk of loss of service, damage to property or death to or injury of the customer or the customer's agent. The customer will save the Company harmless from any and all liability, claims, or damage suits arising out of the customer's wire provision or maintenance activity.
- b. Where customer premises inside wire and/or jacks are maintained by the customer, the customer is responsible for correcting any service difficulty that is causing harm to the telecommunications network upon notice from the Company that such wire is causing the difficulty.
- c. In those instances where the Company makes a visit to the customer's premises and the service difficulty or trouble results from customer-provided or maintained inside wire and/or jacks that are not installed or maintained in accordance with the technical standards for such inside wire and jacks, the customer will be subject to charges outlined in Section 4. for "Other Business Services."
- d. The Company will make the technical standards and installation guidelines for customer provision of inside wire and jacks available to customers at Company designated locations.

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SERVICETERMS&CONDITIONS

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## GENERAL REGULATIONS (Continued)

H. CustomerPremisesInsideWire(Continued)3. IncidenceofHarm

- a. Should terminal equipment, inside wiring, plugs and jacks, or protective circuitry cause harm to the telephone network, or, should the Company reasonably determine that such harm is imminent, the Company shall, where practicable, notify the customer that temporary discontinuance of service may be required; however, wherever prior notice is not practicable, the company may temporarily discontinue service forthwith, if such action is reasonable under the circumstances.
- b. In case of such temporary discontinuance, the Company shall (a) promptly notify the customer of such temporary discontinuance, (b) afford the customer the opportunity to correct the situation which gave rise to the temporary discontinuance and (c) inform the customer of his right to bring a complaint to the Federal Communication Commission (FCC) pursuant to the procedures set forth in the FCC Part 68 rules, Subpart E.

I. CustomerAgents1. General

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

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SERVICETERMS&CONDITIONS

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## GENERAL REGULATIONS (Continued)

I. CustomerAgents(Continued)2. ResponsibilityoftheAgent

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

3. WarrantyandLiabilityoftheAgent

- a. By undertaking any transaction with the Company on behalf of a customer, the agent warrants and represents to the Company that the agent has been duly authorized by the customer to act on behalf of the customer in the transaction undertaken. In the event that the customer denies that the agent has acted within the scope of its authority, the agent shall assume responsibility for such transactions and will indemnify and hold the Company harmless from any and all damages, losses, or claims resulting from such dispute or denial by the customer, except for any damages, losses or claims resulting from the Company's willful misconduct, and will pay any and all applicable rates and charges for services rendered or equipment supplied by the Company because of the agent's actions. The foregoing in no way absolves the customer from liability arising from transactions performed by the agent on behalf of the customer.

4. ProofofAuthority

- a. When the Company in the reasonable exercise of the Company's discretion believes it appropriate, the Company may request proof of the authority of any party claiming to be the agent of the customer prior to acting upon such request. Failure of the Company to request such proof shall not, however, limit or otherwise affect the agent's responsibility or liability set forth herein, nor shall such a failure constitute a waiver of the Company's right to request such proof at any time in the future.

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SERVICETERMS&CONDITIONS

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## GENERAL REGULATIONS (Continued)

J. BillingNameandAddressService(BNA)1. Gen eralDescription

- a. Billing Name and Address (BNA) Service is the provision by the Telephone Company to an interstate service provider who is a customer of the Telephone Company of the complete billing name, street address, city or town, state and zip code for a telephone number or calling card account number assigned by the Telephone Company. An interstate service provider is defined as an interexchange carrier, an operator service provider, an enhanced service provider or any other provider of interstate telecommunications services.
- b. BNA Service is provided only for the purposes of allowing customers to bill their end users for telephone services provided by the customer, order entry and customer service information, fraud prevention identification of end users who have moved to a new address, any purpose associated with equal access requirement, and information associated with Local Exchange Carrier (LEC) calling card calls, collect and third party calls.  
  
BNA information may not be resold or used for any other purpose including, but not limited to, marketing or merchandising activities.
- c. BNA information associated with listed/published telephone numbers will be provided. Requests for BNA information associated with nonpublished and unlisted telephone numbers will be provided, unless the subscriber to a nonpublished or unlisted telephone number has requested that their BNA not be disclosed.

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SERVICETERMS&CONDITIONS

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## GENERAL REGULATIONS (Continued)

J. BillingNameandAddressService(BNA)(Continued)2. UndertakingoftheTelephoneCompany

- a. A standard format for the receipt of BNA requests and the provision of BNA information will be established by the Telephone Company.
- b. Standard response to BNA requests will be by First Class Mail. Standard format will be on paper. Optional Magnetic Tape formatting will be offered where available.
- c. Where facilities are available, the customer may request an optional specialized output format required to meet a specific customer need.
- d. The Telephone Company will make every effort to provide accurate and complete BNA data. The Telephone Company makes no warranties, expressed or implied, as to the accuracy or completeness of this information.
- e. The Telephone Company will not disclose BNA information to parties other than interstate service providers and their authorized billing agents as defined in J.1.a. preceding. BNA disclosure is limited to those purposes as defined in J.1.b. preceding.
- f. The Telephone Company reserves the right to request from an interstate service provider who has placed an order for BNA service, the source data upon which the interexchange carrier has based the order. This request is made to ensure that the BNA information is to be used only for purposes as described in J.1.b. preceding. The Telephone Company will not process the order until such time as the interstate service provider supplies the requested data.

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SERVICETERMS&CONDITIONS

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## GENERAL REGULATIONS (Continued)

J. BillingNameandAddressService(BNA)(Continued)3. ObligationsoftheCustomer

- a. The customer shall order BNA Service on a separate BNA order. The order must identify both the customer's authorized representative and the address to which the information is to be sent.
- b. The customer shall treat all BNA information as confidential. The customer shall insure that BNA information is used only for the purposes as described in J.1.b. preceding.
- c. The customer shall not publicize or represent to others that the Telephone Company jointly participates with the customer in development of the customer's end user records it assembles through the use of BNA Service.
- d. Upon request, the customer will provide to the Telephone Company the source data upon which the customer has based an order for BNA service. The Telephone Company will not process the order until such time as the customer provides the requested data.

4. RateRegulations

- a. For each order for BNA information received by the Telephone Company, a BNA Order Charge applies. In addition, a charge applies for each customer specific record provided. The BNA Order Charge and the Per Record Charge are specified in *Rates and Charges* following.
- b. Where available, the customer may order the response formatted on Magnetic Tape. The Optional Magnetic Tape Charge is specified in *Rates and Charges* following and is in addition to the BNA Order Charge and the BNA Record Charge.

SERVICETERMS&CONDITIONS

GENERAL REGULATIONS (Continued)

J. Billing Name and Address Service (BNA) (Continued)

4. RateRegulations(Continued)

c. Where available, the customer may order an output format other than a standard paper format in order to meet a customer's specific requirement. This option is subject to an hourly programming charge as specified in *Rates and Charges* following and is in addition to the BNA Order Charge and the BNA Record Charge.

5. RatesandCharges

	<u>NonrecurringCharge</u>
a. Per BNA Order	\$50.94
b. Per BNA Record	\$ 0.33
c. Optional Magnetic Tape Charge - Per Magnetic Tape	\$91.44
d. Optional Format Programming Charge - Per each ½ hour or fraction thereof	\$37.20

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SERVICETERMS&CONDITIONS

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BASIC LOCAL EXCHANGE SERVICE

A. General

1. The rates for service and equipment not specifically shown in this section are presented in other sections of this document.
2. Business main station line services are comprised of serving central office line equipment and all outside plant facilities needed to connect the serving central office with the customer premises at the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling.
3. A subscriber line charge is implemented at the rates shown following. The subscriber line charge is applicable to each working access line.



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 SERVICE TERMS & CONDITIONS
 

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## BASIC LOCAL EXCHANGE SERVICE (Continued)

A. General(Continued)

## 3. (Continued)

**Monthly  
Rate**

## a. Single Line Business Subscriber Line Charge

1)	Individual Line or Trunk, each	\$6.92	(I)
2)	Basic Rate ISDN Line, per Digital Subscriber Line	7.00	

## b. Multiline Business Subscriber Line Charge

1)	Individual Line or Trunk, each	7.13	
2)	Basic Rate ISDN Line, per Digital Subscriber Line	7.00	
3)	Basic Rate ISDN, per Digital Subscriber Line, Centrex Customers	7.00	
4)	Primary Rate ISDN, per Interface	*	

4. A Federal Universal Service Recover Charge will be assessed to end user customers. The monthly charge will be applied at the billing account level. The Charge will be determined monthly by multiplying the current quarterly Universal Service Fund (USF) contribution factor, as released by the FCC, by the end user customer's interstate charges.
5. A Local Number Portability Charge of \$0.35 per line per month will be assessed to all customers.

\*Note: For Centrex-type Services, the subscriber line charge will be assessed at one-ninth the Multiline Business Charge.

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SERVICE TERMS & CONDITIONS

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BASIC LOCAL EXCHANGE SERVICE (Continued)

B. StatewideRateSchedules

1. FlatRateSchedule

a. The following statewide schedule of rates is applicable to flat rate main station service except as otherwise provided in this document.

1) The rate groups include Main Station Lines, PBX Trunks and Centrex Main Station Lines.

**Business 1-Party**                      \$97.00 (I)

SERVICE TERMS & CONDITIONS

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## BASIC LOCAL EXCHANGE SERVICE (Continued)

C. DirectInwardDialing(DID)Service1. RulesandRegulations

- a. DID service permits calls incoming to a PBX or other CPE from the network to reach a specific station line number without the assistance of an attendant. DID service is provided subject to the availability of facilities and may be furnished from the central office which regularly serves the area in which the customer is located or from a foreign central office equipped to provide DID service subject to the appropriate intra/exchange rates.
  - b. Rates are in addition to the rates shown elsewhere in this and other Company Service Terms & Conditions for the services and equipment with which this offering is associated.
  - c. The service includes central office switching equipment necessary for in-dialing from the network directly to station lines associated with customer premises switching equipment.
  - d. The service must be provided on all trunks in a group arranged. Each trunk group shall be considered a separate service. Grouping Service will not be provided between separate trunk groups.
  - e. Facilities and operational characteristics of interface signals between the Company provided connecting arrangements and the customer provided switching equipment must conform to the rules and regulations of the Company considers necessary to maintain proper standards of service.
  - f. One primary directory listing will be furnished without charge for each separate trunk group. Additional listings can be obtained as specified in Section 5 of this document.
  - g. The customer shall be responsible for providing interception of calls to vacant and non-working assigned DID numbers by means of attendant intercept or recorded announcement service.
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SERVICE TERMS & CONDITIONS

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## BASIC LOCAL EXCHANGE SERVICE (Continued)

C. DirectInwardDialing(DID)Service(Continued)1. RulesandRegulations(Continued)

- h. DID numbers are provided in blocks which may be assigned to station lines or reserved for future use at rates specified herein. The Company does not guarantee to provide a number block consecutive to any other number block or to provide DID numbers arranged in a consecutive manner. If the DID numbers provided cannot be arranged in a consecutive manner, they will still be provided at rates and charges for consecutive numbers. When a number is removed from an existing consecutive DID number group, the installation charge and monthly rates for Non-Consecutive DID apply to the remaining numbers. The Company will be responsible for interception and administration of reserved numbers.

Automatic Intercept Service (AIS) for a non-listed disconnected DID telephone number will be provided at the rate shown in this section where facilities permit. AIS will provide a referral from the non-listed disconnected DID telephone number to the corresponding new telephone number for a maximum period of twelve (12) months or until the delivery of the new Real White/Yellow Pages directory, whichever comes first.

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## SERVICE TERMS &amp; CONDITIONS

## BASIC LOCAL EXCHANGE SERVICE (Continued)

C. DirectInwardDialing(DID)Service(Continued)2. RatesandCharges

## a. Direct-Inward Dialing Service

- 1) The nonrecurring charge following applies for the establishment of the first group of DID or Non-Consecutive DID numbers where the customer does not currently have DID service. It also applies for the first group of Reserved DID Numbers or the first Reserved Non-Consecutive DID number where the customer does not currently have DID service or Non-Consecutive DID numbers.

	<b>Non-recurring Charge</b>	<b>Monthly Rate</b>
a) Group of 20 Working DID Numbers, each	\$ICB	\$ 4.85
b) Group of 20 Reserved DID Numbers, each	ICB	4.85

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SERVICETERMS&CONDITIONS

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BASIC LOCAL EXCHANGE SERVICE (Continued)

D. LocalDirectoryAssistanceService

1. General

- a. The Company furnishes Local Directory Assistance Service whereby customers may obtain assistance in determining telephone numbers, names, and addresses, and ZIP codes.
- b. The charging application and rates set forth in H.2. and H.3. apply to subscriber requests Local Directory Assistance Service in determining, or attempting to determine, the telephone number, name, and/or address of any party located in, or thought to be located in, the local calling area.
- c. Local Directory Assistance Service allows a subscriber to provide:
  - 1) a name to get telephone number and/or address (including zip code), or
  - 2) a telephone number to get name and/or address (including zip code)
  - 3) a name or telephone number to get ZIP code.
- d. Local Directory Assistance Service does not provide telephone number, name, address, or ZIP code on a private (nonpublished) listing, but does furnish these items from informational records on semiprivate listing.

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SERVICETERMS&CONDITIONS

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## BASIC LOCAL EXCHANGE SERVICE (Continued)

D. LocalDirectoryAssistanceService(Continued)2. ApplicationofChargesandAllowances

a. The charges specified in this section will be applicable to all subscribers except for:

- 1) hotel/motel guests and hospital patients;
- 2) customers who have applied for and received Company certification as being unable to use a telephone directory because of a reading disability or a physical disability which can be confirmed by a physician, appropriate group, or agency. Written confirmation must be provided to the Company for this exemption to apply. Application procedures may be obtained by calling the local business office. This exemption is applicable exclusively to calls made by the disabled individual, or in the case of a business employing disabled person(s), from the line assigned to that disabled individual(s). Usage will be monitored by the Company and is subject to review and investigation. Certification will be verified periodically. Confirmed, inappropriate use of the exemption could result in its removal; and
- 3) public and semipublic coin telephones, and customer-provided public telephones,
- 4) Customers who make a call to Local Directory Assistance Service for an address or telephone number that was incorrectly published in the alphabetical section of the directory.



SERVICETERMS&CONDITIONS

BASIC LOCAL EXCHANGE SERVICE (Continued)

D. LocalDirectoryAssistanceService(Continued)

2. ApplicationofChargesandAllowances(Continued)

b. Chargeable Calls

For charging purposes a call Local Directory Assistance Service is defined as a call:

- 1) resulting in obtaining name, address, and telephone number for a maximum of two (2) subscribers; or
- 2) resulting in obtaining no name, address, and telephone number; because there was no such listing, there was a private listing, or there was a special customer request to not disclose their name and address.

c. There will be a charge for all customer calls to Local Directory Assistance Service, except as specified in a. preceding.

3. Rates

a. Request of listing information – maximum of two requests per call.

	<b>Charge</b>	
1) Listing(s) within the caller’s local Calling area and NPA		
a) Per Call	\$1.99	(I)
2) Listing(s) outside the caller’s NPA*		
a) Per Call	\$1.99	

b. Directory Assistance Service to Payphone Providers

1) Per Call	\$ .35	
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c. Surcharges apply to operator served Directory Assistance calls.

\*No exemptions or exceptions apply. This service is available where Technically feasible.

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SERVICETERMS&CONDITIONS

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## BASIC LOCAL EXCHANGE SERVICE (Continued)

E. Operator Assisted Local Calls and Local Calling Card Service Calls1. Application of Charges

## a. Operator Assisted Local Calls

1) A surcharge will apply when the caller requests operator assistance and the call is completed within the local service area. The call may be billed to the originating telephone, calling card, third number, collect or any other Company-approved identification number. The surcharge will be applied to each completed call except:

- a) For calls to the Company for official telephone business.
- b) For emergency calls to agency type telephone numbers such as to those agencies of the federal, state or local government which have the capability and legal authority to provide aid in emergency situations and to any emergency medical number.
- c) When the caller identified himself as being handicapped and unable to place the call due to his handicap.
- d) When the caller advises he has had service trouble in reaching the terminating number.

## b. Local Calling Card Service Calls

A surcharge will apply to all calling card service calls wherein the caller dials both the called number and the calling card service number and the call is completed in the local service area.

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 SERVICETERMS&CONDITIONS
 

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## BASIC LOCAL EXCHANGE SERVICE (Continued)

E. OperatorAssistedLocalCallsandLocalCallingCardServiceCalls(Continued)2. Rates

- a. For any completed message in the call classes listed following, a service charge will be applied as follows:

	<b>Charge</b>
1) Billing Surcharges	
a) Station-to-station customer dialed calling card calls, each	\$1.00
b) Station-to-station operator assisted sent paid, collect, third number, and non-customer dialed calling card calls, each	2.50
c) Person-to-person operator Assisted calls, each	5.00
2) Operator Dialed Surcharge#	
a) Station-to-Station operator Assisted or person-to-person Operator assisted calls (excluding those billed to Calling cards) where the Operator dials the terminating Number, each	1.25
3) Partially Automated Surcharge*	
a) Station-to-station operator assisted calls (including those billed to calling cards) where the customer dials the terminating number, and elects to have the operator handle billing, each	1.25

# An Operator Dialed Surcharge is in addition to any applicable Billing Surcharge.

\*A Partially Automated Surcharge is in addition to any applicable Billing Surcharge.

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SERVICETERMS&CONDITIONS

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## BASIC LOCAL EXCHANGE SERVICE (Continued)

E. OperatorAssistedLocalCallsandLocalCallingCardServiceCalls(Continued)3. OperatorAssistedPremiumPlan

A premium is defined as a commission applicable to surcharge revenue associated with local operator assisted call requests sent to the Company by the customer. Such premiums may be payable to subscribing customers based on the Company's surcharge revenue generated by said calls. These calls must:

- a. originate from a telephone line associated with the customer's account,
- b. originate and terminate in the same Basic Local Calling area,
- c. be carried and completed by the Company via Company facilities and
- d. be billed by the Company.

In the event the company billing records used to determine the premiums are destroyed or lost, the Company shall not be liable for payments of premiums on such lost data.

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SERVICETERMS&CONDITIONS

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## BASIC LOCAL EXCHANGE SERVICE (Continued)

F. LocalOperatorVerification/InterruptionService1. General

Verification service provides operator assistance in determining if a called line is in use. Interruption service provides for operator interruption of a conversation in progress on a called line. The customer may request these services for a charge, where facilities are available, by calling the "O" Operator.

2. ApplicationofCharges

a. The charges specified in "Rates" following will apply to all requests except:

- 1) Emergency requests from official emergency agencies when the request is received on an agency line from agency personnel.
- 2) Emergency request in which the caller identifies that the request is to:
  - a. an official public emergency agency;
  - b. an emergency medical number; or
  - c. a privately endowed and operated suicide, drug, alcohol, or runaway crisis reporting center.
- 3) Requests in which the operator encounters a trouble condition or has reason to believe a trouble condition exists.

b. Verification: A charge applies each time the operator verifies a called line and hears voice communication.

c. Interruption: A charge applies each time the operator interrupts a conversation that is in progress on the called line. The charge is for the interruption service and does not depend on whether the called party agrees to release the line and accept the call.

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SERVICETERMS&CONDITIONS

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BASIC LOCAL EXCHANGE SERVICE (Continued)

F. LocalOperatorVerification/InterruptionService(Continued)

2. ApplicationofCharges(Continues)

- d. If an operator both verifies the condition of the line and interrupts conversation on the same request, the interrupt charge only applies.
- e. The charges for Verification/Interruption service are in addition to any applicable message rates.

3. Rates

	<b>Charge</b>
a. Verification charge, per call	\$6.45
b. Interruption charge, per call	12.90

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SERVICE TERMS & CONDITIONS  
BASIC LOCAL EXCHANGE SERVICE (Continued)

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G. ConcessionService

1. General

- a. The classes of subscribers specified following are allowed the concession indicated for the following services:
  - 1) Individual line and party line flat rate, Local Optional Service Option B or individual line measured and message rate main station line service and flat or message rate PBX service.
    - a) In connection with measured and message rate service, the concession applies on the amount of the monthly rate but not on charges for local usage or messages in excess of the monthly allowance. The number of messages or amount of usage allowed each month is the same as would be allowed if the concession did not apply.
  - 2) Zone, channels for extension line, and tie line channel charges associated with the services enumerated preceding.
- b. Concessions are not allowed to any class of subscribers from the regular rates for the following services and equipment:
  - 1) Toll messages, interstate or intrastate subscriber line charges
  - 2) Semipublic Telephone Service
  - 3) Local usage or messages in excess of the allowance for Measured or Message Rate Service

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SERVICE TERMS & CONDITIONS  
BASIC LOCAL EXCHANGE SERVICE (Continued)

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G. ConcessionService(Continued)

1. General(Continued)

b. (Continued)

4) Joint User Service

a) Contracts for Joint User Service are not accepted in connection with service at a concession rate, unless the joint user, if a main station subscriber, would be entitled to a concession.

5) Construction charges

6) Additional directory listing

7) Miscellaneous equipment or other facilities, including any extension line mileage charges associated with the miscellaneous equipment or other facilities.

8) Installation, service connection, inside move or change charges

9) Optional Calling Plans

10) Grouping Service

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SERVICETERMS&CONDITIONS

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BASIC LOCAL EXCHANGE SERVICE (Continued)

H. TrunkLines

1. General

Except as stated herein flat rate trunk service is offered to business subscribers.

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SERVICETERMS&CONDITIONS

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## BASIC LOCAL EXCHANGE SERVICE (Continued)

I. DirectoryAssistance/DirectoryAssistanceCallCompletionService1. DescriptionofService

- a. Directory Assistance/Directory Assistance Call Completion (DA/DACC) provides the subscribing customer a telephone company local exchange subscriber telephone number and local call completion to the number provided, if requested, given a listed name and address.
  - b. The service is available to Business customers except as limited following.
  - c. Individual message detail is not included as part of this service.
  - d. DA/DACC is available only where billing and network capability exists.
  - e. Customers may request blocking of DACC calls originating from their telephone lines by contacting the local company business office.
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SERVICE TERMS & CONDISTIONS  
BASIC LOCAL EXCHANGE SERVICE (Continued)

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I. DirectoryAssistance/DirectoryAssistanceCallCompletionService(Continued)

2. GeneralRegulations

The subscribing DA/DACC Mobile Service Provider (MSP) must make arrangements with the Company for the provision of dedicated, application specific interconnect trunks connecting the MSP's Mobile Telephone Switching Office (MTSO) and the Company location where DA/DACC is provided. Such interconnect trunks may be obtained as referenced in this document.

3. UseoftheService

The service is furnished subject to all applicable regulations in Section 2. of this document.

4. LimitationsofService

a. The service is not available for the following classes of service call categories:

- 1) Non-Bell Exchange Carrier customers
- 2) 976 DA number requests
- 3) Residence and Business Customers
- 4) Alternately Billed Calls; e.g., Collect, Calling Card, or Billed to Third Number

5. ApplicationofCharges

Charges specified in "Rates and Charges" following will apply each time the subscriber requests a telephone company local exchange subscriber telephone number.

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SERVICE TERMS & CONDITIONS  
BASIC LOCAL EXCHANGE SERVICE (Continued)

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I. Directory Assistance/Directory Assistance Call Completion Service  
(Continued)

6. RatesandCharges

a. Service Charges

1) DACC Charge

a) Per local exchange subscriber  
telephone number requested \$ .30

7. DirectDialDirectoryAssistance

a. Intrastate/IntraLATA, per call \$ .35  
b. Intrastate/InterLATA, per call .85  
c. Interstate, per call .85

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SERVICE TERMS & CONDITIONS  
BASIC LOCAL EXCHANGE SERVICE (Continued)

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J. SecondaryLine

1. Regulations

- a. Secondary Line is an optional service which provides individual line business subscribers with an additional line which is available for inward and outward calling.
- b. This service is only available to individual line business subscribers, where facilities permit. Secondary Line service cannot be used as the primary business line, and must be located on the same premises as the business individual line service with which it is associated.
- c. Each Secondary Line can receive calls forwarded from one busy primary line or hunt group at no charge. This overflow capability will be provided on the forwarding line.

If a customer subscribes to more than one Secondary Line, these Secondary Lines may be provisioned in an overflow group at no charge. Overflow capability may not be provided from a Secondary Line or group of Secondary Lines to other lines on the same premises.

- d. Overflow capability from additional primary lines or hunt groups to Secondary Line service will be provided on the forwarding line.
- e. A directory listing is not furnished with Secondary Lines. However, a directory listing may be purchased, if desired, at the rates specified in Section 5.

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SERVICETERMS&CONDITIONS

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SERVICE CHARGES

A. Definitions

Service Charge is a nonrecurring charge or charges applying to the ordering, installing, moving Changing, rearranging or furnishing of telecommunication services or facilities. Service Charges are categorized as:

- Line Connection Charge
- Line Change Charge
- Secondary Service Charge
- Premises Work Charge

Line Connection Charge (First Line and/or Additional Line) applies for establishing an exchange access line or line equivalent, or trunk. The charge includes service ordering, central office work, exchange access line work and a standard voice miniature six position network interface.

Line Change Charge (First Line and/or Additional Line) applies per line or line equivalent, to miscellaneous customer requested changes on existing service for, but not limited to, number change and suspend/restore.

Secondary Service Charge applies per customer request for receiving, recording, and processing of customer requests to change services or add new or additional services.

Premises Work Charge is a nonrecurring charge based on the labor time and miscellaneous materials required to rearrange the drop wire, protector and/or network interface or to install semi-public telephone service.

**CUSTOMER REQUEST**

The term “per customer request” as used in this section shall be defined as a customer request for service that is ordered at the same time to be provided on the same date, the same premises, the same system, and the same account.



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SERVICETERMS&CONDITIONS

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## SERVICE CHARGES (Continued)

A. Definitions(Continued)**NETWORK INTERFACE**

The network interface is a FCC approved standard registration program jack which is used at the demarcation point as a means of connection between the telecommunications network and the customer's inside wire and/or equipment.

**DEMARCATIION POINT**

The point of demarcation and/or interconnection between Company communications facilities and the customer's terminal equipment, protective apparatus or wiring at the subscriber's premises. Company-installed facilities at, or constituting, the demarcation point shall consist of wire or a jack conforming to Subpart F or Part 68 of the Federal Communications Commission's rules.

B. ApplicationofCharges1. GeneralApplicationofServiceCharges

a. Except as provided hereinafter, the following are subject to service charges:

- 1) All classes of Basic Exchange Service
  - 2) Centrex Service
  - 3) Wide Area Telecommunications Service (Intrastate)
  - 4) Mobile Telephone Service
  - 5) Telephone Answering Service
  - 6) Miscellaneous service arrangements and auxiliary equipment
  - 7) Unbundled and Bundled Service arrangements
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SERVICETERMS&CONDITIONS

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## SERVICE CHARGES (Continued)

B. ApplicationofCharges(Continued)1. GeneralApplicationofServiceCharges(Continued)

- b. For Intrastate Wide Area Telecommunications Service (WATS), and Semi-Public Telephone Service, the appropriate Business service charges are applicable.
- c. The appropriate Line Connection Charge and Line Change Charge apply per main station access line for Centrex.
- d. The appropriate Line Connection Charge and Line Change Charge apply per per Network Access Register.
- e. The Line Connection Charge includes a standard voice miniature six position network interface for simple type services which do not require other network interfaces. See Section 5. for FCC approved network interfaces.
- f. Installation charges throughout this document may be applicable in addition to the charges in B.4.
- g. Service Charges may be required to be paid at the time of application for service.
- h. Where service is established at a concession rate, no concession is allowed from the regular service connection charges.
- i. Charges for service or equipment on the same customer request may be paid in monthly installments not to exceed four months.

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SERVICETERMS&CONDITIONS

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## SERVICE CHARGES (Continued)

B. ApplicationofCharges(Continued)2 LineConnectionChargeApplication

- a. The Line Connection Charge First Line is applicable if the customer is requesting only one line or for the first line if multiple lines are being ordered.
- b. On multiple line orders, the Line Connection Charge Additional Line applies for each additional line ordered after the first line per customer request.
- c. The Line Connection Charge applies:
  - 1) For the connection of an exchange access line or line equivalent, or trunk. The charge is applicable per exchange access line or trunk.
  - 2) Per main station line exchange circuit for Centrex service

## 3. Line Change Charge Application

- a. The Line Change Charge First Line is applicable if the customer is requesting changes on only one line or line equivalent or for the first line if changes are being made on multiple lines.
  - b. Onmultiplelines,theLineChange Charge Additional Line applies for each additional line requested changed after the first line per customer request.
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SERVICETERMS&CONDITIONS

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## SERVICE CHARGES (Continued)

B. ApplicationofCharges(Continued)3. LineChangeChargeApplication(Continued)

- c. If the Line Connections Charge First Line applies on a customer request, any additional Line Change Charges applicable for the same customer request will be billed at the Line Change Charge Additional Line rate.
  - d. The Line Change Charge applies:
    - 1) For each telephone number changed when requested by the customer.
    - 2) For each line or line equivalent being restored after service is temporarily denied for nonpayment.
    - 3) For each line or line equivalent being temporarily suspended at the request of a customer.
    - 4) For the restoral of Mobile Service when the service has been denied because the customer regularly places more calls through one Foreign Base Station than through its Base Station of Registry.
    - 5) For changing from loop start to ground start and vice versa and for changing from a line to a trunk and vice versa.
    - 6) For changing from Foreign Central Office Service to home wire center and vice versa.
    - 7) For changing from business individual line service to Secondary Line service.
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SERVICETERMS&CONDITIONS

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SERVICE CHARGES (Continued)

B. ApplicationofCharges(Continued)

4. SecondaryServiceChargeApplication

- a. The Secondary Service Charge will not apply if a Line Connection Charge or Line Change Charge is applicable.
- b. The Secondary Service Charge applies for adding or rearranging:
  - 1) Touch-Tone Calling Service
  - 2) Custom Calling Service
  - 3) TelaConnect Service
  - 4) Grouping Service
  - 5) Distinctive Ringing Service
  - 6) Telastar Service
  - 7) Customized Code Restriction
  - 8) Customer requested directory listing changes
  - 9) Remote Call Forwarding
- c. The Secondary Service Charge applies for:
  - 1) Transfers of responsibility.
  - 2) Changing from residence to business service and vice versa as defined in Section 2. The business charge applies when changing to business and the residence charge applies when changing to residence.
  - 3) Rearrangement of drop wire, protector, and/or network interface. Additionally, Premises Work Charges will apply.
  - 4) Installing a Network Interface jack at the customer's request on existing service. Additionally, Premises Work Charges will apply.

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SERVICETERMS&CONDITIONS

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## SERVICE CHARGES (Continued)

B. ApplicationofCharges(Continued)5. PremisesWorkChargeApplication

- a. The appropriate Line Connection Charge, Secondary Service Charge or Line Change Charge applies in addition to the Premises Work Charge.
- b. Premises Work Charges apply per customer request, per Company employee performing billable work on the customer's premises. The sum of their time is used to determine the number of 15-minute increments to be billed. Only one initial increment is to be billed per customer request except when the customer specifically requests more employees than the Company would normally dispatch. Where additional employees are specifically requested by the customer, the initial increment charge will also apply per additional Company employee specifically requested.
- c. Premises Work Charges apply:
  - 1) For, but not limited to, rearrangement of drop wire, protector and/or network interface.
  - 2) For work performed beyond the protector for semi-public telephone service.
- d. The charge for a Network Interface jack applies in addition to the appropriate Premises Work Charges for installing a Network Interface at the customer's request on existing service.
- e. The customer may request an estimate before ordering installation work done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed is based on the actual billable time necessary to complete the request.

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**SERVICETERMS&CONDITIONS**

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**SERVICE CHARGES (Continued)**

- B. Application of Charges (Continued)
6. Service Charges except where specifically stated, do not apply in the cases listed following:
- a. Any additional work done concurrently with the following excepted work will entail service charges applicable to that work.
  - b. Service Charges will not apply for adding a service during selected periods of special promotion of that service. During such promotion of a particular service, any of the following services may be ordered along with the promoted service without additional charges.
    - 1) Touch-Tone Calling Service
    - 2) Custom Calling Service
    - 3) TelaConnect Service
    - 4) Grouping Service
    - 5) Distinctive Ringing Service
    - 6) Telastar Service
    - 7) WATS Service
  - c. Service Charges do not apply for:
    - 1) Changing from Touch-Tone Service to Rotary Dial Service.
    - 2) Changing from a private or semiprivate listing to a listed number.
    - 3) Requests for establishing toll credit cards.
    - 4) Requests for full or partial disconnection.
    - 5) Changing from flat rate service to measured rate service or vice versa, or from message rate to flat rate or measured rate service.
    - 6) The establishment of a subscriber's equivalent service at the new/temporary location and at the original premises after the original premises has been made untenable by a disaster, such as a hurricane, tornado, fire, flood, etc.
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- \_\_\_\_\_
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**SERVICETERMS&CONDITIONS**

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**SERVICE CHARGES (Continued)****B. Application of Charges (Continued)**

6. (Continued)

c. (Continued)

- 7) Changing telephone numbers when in the judgment of the Company such changes are necessary for continuation of satisfactory service.
- 8) Adding a service during Company selected times of special promotion of that service.
- 9) Additional features requested during waivers on the customer's request for specially promoted service. Charges other than for service ordering may apply for additional services added.
- 10) Special promotion periods waiving one-half off regulated nonrecurring charges for business additional lines and trunks.
- 12) Upgrades from Secondary Line service to business individual line service.
- 13) Changes in grade of service; e.g., changes from two-party to one-party, etc.

d. Service charges for connection, move or change do not apply to telephone service previously provided over a Government System in military housing where there is no break in the continuity of service.

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 SERVICETERMS&CONDITIONS
 

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## SERVICE CHARGES

C. Schedule of Charges for Connecting or Changing Service1. Rates and Charges

## a. Line Connection Charge

- 1) Applies per exchange access line or line equivalent, trunk, and Centrex main station access line.

**Business**

a) First Line	\$67.00
b) Additional Line (each)	15.00

## b. Line Change Charge

- 1) Applies per exchange access line or line equivalent, trunk, and Centrex main station access line, and per occasion when changing the type of operation for a Network Access Register.

a) First Line	\$35.00
b) Additional Line (each)	13.00

## c. Secondary Service Charge

- 1) Applies per customer request
- |         |         |
|---------|---------|
| a) Each | \$18.00 |
|---------|---------|

## d. Premises Work Charge

- 1) First 15-minute increment  
Or fraction thereof
- |                  |         |
|------------------|---------|
| a) Per increment | \$24.00 |
|------------------|---------|
- 2) Each additional 15-minute  
Increment or fraction thereof
- |                  |         |
|------------------|---------|
| a) Per increment | \$ 9.00 |
|------------------|---------|
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**SERVICETERMS&CONDITIONS**

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**SERVICE CHARGES (Continued)****D. Service Expediting Charge****1. General**

The Company will determine minimum intervals required to provide service and will not expedite in advance of such intervals. These minimum intervals may vary according to the type of service requested and/or the location where the service is to be provided.

- a. The charge is applicable per exchange, per customer request.
- b. The charge applies in addition to all other service and installation charges normally applicable.
- c. The definition of a normal service interval, for purposes of applying this charge, is that interval which would otherwise have been offered to the customer in question (or to any other customer(s) requesting equivalent service). The normal service interval for Business services (1 or 2 lines) in offices where installation personnel are scheduled on a daily basis are the second business day following the day the order is placed. Other normal service intervals vary by the type of service requested and/or the location where the service is provided.
- d. For requests to expedite service to the normal plant test date from the normal due date for lines or trunks requiring engineering design, a Service Ordering Charge without visit will apply in lieu of the charges shown.

SERVICE TERMS & CONDITIONS

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SERVICE CHARGES (Continued)

D. Service Expediting Charge (Continued)

1. General(Continued)

- e. If the Company commits to an expedited service date and then fails to meet the commitment, the customer shall not be responsible for the Service Expediting Charge and the Company shall have no further liability to the customer for its failure to meet the commitment.

2. Charges	Nonrecurring Charge
	-
1) Simple Business Service	\$25.00
2) Complex Service	75.00
3) Special Services requiring engineering design	300.00

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## SERVICE TERMS &amp; CONDITIONS

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SERVICE CHARGES (Continued)E. TroubleDeterminationCharge1. General

- a. The customer shall be responsible for the payment of Company-charges for visits by the Company to the customer's premises which are required in connection with a customer's service difficulty or trouble report when it is determined that the source of the difficulty or trouble is on the customer's side of the demarcation point. This charge does not include any further isolation work beyond the demarcation point.
- b. The Company will determine if the customer's service difficulty or trouble is on the customer's side of the-demarcation point. This coverage does not include any further isolation work beyond the demarcation point.
- c. Where the Company makes a visit to the customer's premises and the trouble condition is found to be on the customer's side of the demarcation point:
  - 1) Where a Network Interface is presently installed on the customer's premises, the nonrecurring Trouble Determination Charge described following will apply. The customer is responsible for making the necessary repairs to the inside wire and/or jacks subject to regulations in this section. This will also apply to customers subscribing to other Business Services.

SERVICETERMS&CONDITIONS

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SERVICE CHARGES (Continued)

E. TroubleDeterminationCharge(Continued)

1. General(Continued)

c. (Continued)

2) Where a Network Interface is not presently installed on the customer's premises, the Trouble Determination Charge will not apply for the Company visit. A Network Interface will be installed by the Company, wherever practical, at no charge to the customer. The customer is responsible for making the necessary repairs to the inside wire subject to regulations in this section.

2. Charges

Company trouble determination to the network interface or demarcation point is provided at the following rates and charges.

a. Trouble Determination  
Simple Individual Line Business

**Nonrecurring Monthly  
Charge Rate**

1) Per Exchange Access Line,  
per premises  
a) Business

\$ --                      \$ --

b. Trouble Determination  
Other Business Service simple Business Premises Work Charges in  
this section.

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SERVICETERMS&CONDITIONS

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## SERVICE CHARGES (Continued)

F. RestoralofServiceCharge

In the event service is temporarily suspended for non-payment such service will be restored upon payment of all charges due.

Subscribers not reestablished within five (5) days from date of suspension will be treated as a new subscriber and appropriate Nonrecurring Charges and an advance payment will apply.

G. ChargesRelatedtoCustomerActivity1. ExtraCopiesofBill

Extra copies of a subscriber's monthly bill will be provided by the Carrier at the rate of \$1.25 per copy, per page, minimum of \$5.00.

2. ServiceTripCharge

In the event the subscriber reports a service difficulty or trouble report that requires an on premise visit by the Company and the service difficulty or trouble reported is not a result of Company-provided equipment and/or no service difficulty or trouble is found in the Company-provided equipment, a Service Trip Charge of \$75.00 may be charged to the subscriber for the visit by the Company.

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SERVICETERMS&CONDITIONS

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GENERAL EXCHANGE SERVICE

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A. TelaConnectService(TCS)

1. General

- a. TCS provides central office calling features furnished from Electronic Central Office equipment located in Company buildings. Access arrangements available to TCS are individual Business exchange lines, trunks and exchange lines extended to foreign central offices/foreign exchanges. It is offered on single or multiple access arrangement basis as a customer option and may be provided subject to the availability of facilities. Business TCS features will be allowed at the subscriber's location only. All access arrangements in TCS will have the same subscriber responsibility. Exchange access arrangements in TCS must have the same type of service, e.g., must be either flat, measured or message service.
- b. TCS service requires one basic feature group per access arrangement and the basic feature group selected may vary among multiple access arrangements. Optional feature groups are only available in conjunction with a basic feature group and will be offered on a per access arrangement equipped basis.
- c. TCS is not available to access arrangements equipped with **1** Centrex Service, Outward WATS Service, 800 service and public or semi-public pay station service. TCS basic and optional feature groups are not compatible with existing Custom Calling Services, as described in this document.
- d. The billing record of any local or toll calls on access arrangements using TCS service will not be affected by the application of the features of this service.

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SERVICETERMS&CONDITIONS  
GENERAL EXCHANGE SERVICE (Continued)

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A. TelaConnectService(TCS)(Continued)

1. General(Continued)

- e. Some TCS features may not be available to access arrangements utilizing dial pulse signaling.
- f. The quality of transmission for calls utilizing TCS Call Forwarding features or the User Transfer/Conferencing feature may vary depending on the distance and routing involved. The Company makes no representation as to the quality of the transmission of such calls.
- g. The minimum service period for TCS is one month commencing with the date of installation of the service.
- h. Feature availability and/or operation are dependent upon the type of serving central office and/or the current generic program.
- i. TCS can be suspended as specified in Section 2 of this document. During the period of suspension, no recurring charge applies to the TCS features.

2. BasicFeatures

- a. User Transfer/Conferencing<sup>1, 2</sup>

A user of this feature may hold an in-progress call and complete a second call while maintaining privacy from the first call, or may add on the previously held call for a three-way conference. The feature also allows an incoming call to be transferred to another access arrangement.

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<sup>1</sup> This feature is inherent in most customer provided PBX's. Under certain conditions, the PBX feature may take precedence over, alter, or preclude the use of this TCS feature.

<sup>2</sup> Due to technological limitations, User Transfer includes Conferencing.

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SERVICETERMS&CONDITIONS  
GENERAL EXCHANGE SERVICE (Continued)

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A. TelaConnectService(TCS)(Continued)2. BasicFeatures(Continued)b. Call Pickup<sup>1</sup>

This feature allows a TCS user the ability to answer a call which has been directed to another TCS access arrangement within the same call pickup by dialing a code. Multiple call pickup groups are allowed with TCS Service.

c. Call Hold<sup>1, 3</sup>

A user of this feature can place any established call on hold by pressing the switchhook and dialing a code. This clears the access arrangement to originate another call.

3. OptionalFeaturesa. Speed Calling 6<sup>1</sup>

This feature provides a TCS user the ability to place a call by dialing a code plus one digit, to any one of six telephone numbers preprogrammed by the customer on an individual access arrangement.

b. Call Waiting<sup>1</sup>

This feature signals a TCS user that is on an existing call that another call is waiting. Cancel Call Waiting provides the ability to deactivate the Call Waiting feature on a per call basis and is included with Call Waiting where available. Call Waiting may be provided on individual access arrangements that are not in rotary (arranged for hunting) or on the last access arrangement in a rotary hunt group.

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<sup>1</sup> This feature is inherent in most customer provided PBX's. Under certain conditions, the PBX feature may take precedence over, alter, or preclude the use of this TCS feature.

<sup>3</sup> Due to technological limitations, User Transfer includes Conferencing.

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SERVICETERMS&CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)

A. TelaConnectService(TCS)(Continued)

3. OptionalFeatures(Continued)

c. Call Forwarding Variable<sup>1</sup>

This provides a TCS user the ability to have all incoming calls forwarded to a different telephone number by dialing a code and the telephone number where calls are to be forwarded. Ring Reminder provides a short burst of ringing on an access arrangement in the call forwarded state when a call is placed to the telephone number which has been forwarded.

d. Call Forwarding Don't Answer<sup>1</sup>

This feature provides a TCS user the ability to automatically forward all calls that encounter a don't answer condition, after a preselected interval, to an alternate telephone number. This feature is in operation on a continuous basis and cannot be activated or deactivated by the customer. Due to technical limitations, the actual interval before a don't answer call is forwarded may vary slightly from the preset value. The interval and destination telephone number are specified by the customer at the time the feature is ordered. Changes in either the destination telephone number or the forwarding interval must be requested from the Company by service order.

e. Call Forwarding Busy Line<sup>1</sup>

When the called access arrangement is busy, this feature automatically routes all calls to a preselected access arrangement on a different premises from the called access arrangement. The destination telephone number is specified by the customer at the time this feature is ordered. A change in the destination telephone number must be requested from the Company by service order.

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<sup>1</sup> This feature is inherent in most customer provided PBX's. Under certain conditions, the PBX feature may take precedence over, alter, or preclude the use of this TCS feature.

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SERVICETERMS&CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)

A. TelaConnectService(TCS)(Continued)

3. OptionalFeatures(Continued)

f. Speed Calling<sup>1</sup>

This feature provides a TCS user the ability to place a call by dialing a code plus two digits, to any one of thirty telephone numbers preprogrammed by the customer on an individual access arrangement.

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<sup>1</sup> This feature is inherent in most customer provided PBX's. Under certain conditions, the PBX feature may take precedence over, alter, or preclude the use of this PCS feature.

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SERVICETERMS&CONDITIONS

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## GENERAL EXCHANGE SERVICE (Continued)

B. DirectoryListings1. RegulationsApplicableToDirectoryListings

## a. General

- 1) The rates and regulations specified herein for directory listings apply only to the alphabetical section of the directory Listings are intended solely For the purpose of identifying subscriber's telephone numbers and as an aid to the use of telephone service.
- 2) The listings of subscribers. either without charge or at the rate specified herein for other listings is arranged alphabetically and is not intended for special prominence of arrangement. In accepting listings as requested by subscribers or prospective subscribers, the Company will not be a party to controversies between subscribers as a result of the publication of such listings in its directories.
- 3) Listings must conform to the Company's specifications with respect to its directories. The Company reserves the right to reject listings when, in its sole judgment, such listings would violate the integrity of company records and its directories, confuse individuals using the directory, or when the subscriber cannot provide satisfactory evidence that he is authorized to do business as requested.
- 4) The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when, in its sole judgment, the clearness of the listing and the identification of the subscriber is not impaired thereby.



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SERVICETERMS&CONDITIONS

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## GENERAL EXCHANGE SERVICE (Continued)

B. DirectoryListings(Continued)1. RegulationsApplicableToDirectoryListings(Continued)

## a. General (Continued)

- 5) One listing is furnished without extra charge as specified in the following:
  - a) each basic local exchange service line (Excluding Secondary Line)
  - b) each PBX trunk
  - c) each Centrex system
  - d) each semi-public telephone service
  - e) each joint user
- 6) When, in the sole judgment of the Company, the use of listings in excess of the listings permitted without charge as previously outlined, are needed for better identification of the subscriber, such listings may be provided without charge.
- 7) Generally, the listed address is the location of the subscriber's place of business. At the subscriber's request a partial address may be shown. An address may be:
  - a number(s) and/or letter(s) followed by the name of a street, a building, a shopping center/mall, apartment complex, industrial park, or similar facility
  - rural route and/or box number
  - a name of a street, building, shopping center/mall, apartment complex, industrial park, or similar facility
  - any one of the preceding followed by a community and/or state name
  - a community name only
  - omitted at the subscriber's request

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SERVICETERMS&CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)

B. Directory Listings(Continued)

1. Regulations Applicable To Directory Listings(Continued)

a. General (Continued)

7) (Continued)

The listed address may not include P.O. Box or use of the word or abbreviation of suite, floor, or apartment before numbers used in the identification.

An address other than the address where the service is located may be listed provided the subscriber has a comparable class of service at the address requested.

8) Liability of the Company due to directory errors and omissions is as specified in Section 2. of this document.

9) A secondary service order charge, as specified in Section 4. of this document applies when an order is issued solely to add or change a directory listing.

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SERVICETERMS&CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)

B. DirectoryListings(Continued)

2. BusinessListing

a. General

Generally, a business listing consists of a name or dual name, a designation descriptive of the subscriber's business if not self-explanatory, the address, and the business telephone number. The main listing is ordinarily the name of the individual, firm or corporation which contracts for the service or the name under which a business is regularly conducted.

b. Business Designation

- 1) Firm Name - The designation in firm name business listing consists of a word or phrase, abbreviated where necessary, that describes the general character of the subscriber's business. A designation may be required when the name under which the subscriber is doing business is insufficient to indicate the character of the business.

Example:

*Lewis Co grocr 14 Madison..... 234-3466*

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SERVICETERMS&CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)

B. DirectoryListings(Continued)

2. BusinessListing(Continued)

b. Business Designation (Continued)

- 2) Personal Name - The designation in a personal name business listing consists of a word or phrase, abbreviated where necessary, that describes the general character of the subscriber's business. A designation may be required when the name under which the subscriber is doing business is insufficient to indicate the nature of the business. The listing of an individual, together with a title and the name of the business with which the individual is associated or represents, is not permitted.

Example:

*Smith J G grocr 14 Madison..... 234-3466*

- a) A designation that conveys the same meaning as a title, educational degree or suffix is not permitted.

Example:

*Smith Joe DDS dntst*

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2. BusinessListing(Continued)

b. Business Designation (Continued)

- 3) Trade Name - A trade name, the name of a commodity or service, will be included as part of the listing, when the subscriber shows satisfactory evidence of authorization to do business under the requested name. In the case of listings for time/temperature/weather announcement services a generic listing will be accepted.

Examples which require proof of authorization are:

Smith Avon Distributor 123 Main.....	555-1234
Jones Buick 2914 E 23rd.....	329-5864
Any Flower Shop 710 Heather Mall.....	669-2121

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SERVICETERMS&CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)

B. DirectoryListings(Continued)

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3. Non-Published(Private)Listing

a. General

- 1) A non-published listing is not listed in either the alphabetical section of the Company's directory or directory assistance records and will not be furnished upon request of a calling party. However, when a call is placed from a telephone number associated with a non-published listing, the name and/or number may be disclosed if the called party has the necessary equipment for receiving and/or disclosing incoming names and/or telephone numbers.
- 2) An incoming call to a subscriber with a non-published listing will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice notwithstanding any claim of emergency the calling party may present. The acceptance by the Company of the subscriber's request to furnish a non-published telephone number does not create any relationship or obligation, direct or indirect, to any person other than the subscriber.

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SERVICETERMS&CONDITIONS

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## GENERAL EXCHANGE SERVICE (Continued)

B. DirectoryListings(Continued)3. Non-Published(Private)Listing(Continued)

## a. General (Continued)

- 3) In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing a non-published telephone number in the directory or disclosing said number to any person shall attach to the Company. Where a non-published listing is published in the directory, the Company's liability shall be limited to and satisfied by a refund of any monthly charges which the Company may have made for such listing. The subscriber indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published listing or the disclosing of said listing information to any person.
- 4) For accounting purposes, the telephone number, name, and address of a subscriber with a non-published listing will be provided to the Long Distance Carrier(s) which furnishes the subscriber long distance message telecommunications service.
- 5) The telephone number, name and address of the subscriber may be disclosed in connection with E911 service, whether such service is provided by the Company or any other person. The subscriber waives any privacy interests in his telephone number, name and address in connection with E911 service.

SERVICE TERMS & CONDITIONS  
GENERAL EXCHANGE SERVICE (Continued)

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B. Directory Listings(Continued)

3. Non-Published(Private)Listing(Continued)

b. Rate Application

1) Non-Published Listing	<b>Monthly Rate</b>
a) Where charge applies, Each	\$5.50
b) Where charge does not Apply, each	\$ --

-Additional service furnished to the same subscriber who has other service listed in the directory in the same name at the same address.

-Additional service furnished to the same subscriber who has service listed in the directory in the same name at a different address provided the listed service is in the same local exchange.

-Service to a subscriber living in a hotel, hospital, retirement complex, apartment, boarding house or club if the subscriber is listed under the telephone number of the PBX, Centrex, ESSX\*, ESSX-1\* or Semipublic Telephone Service furnished to such establishments.

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SERVICETERMS&CONDITIONS

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## GENERAL EXCHANGE SERVICE (Continued)

B. DirectoryListings(Continued)4. Non-Listed(Semiprivate)Listing

## a. General

- 1) A non-listed listing is not listed in the alphabetical section of the Company's directory, but is maintained on directory assistance records and will be furnished upon the request of a calling party.
- 2) The acceptance by the Company of the subscriber's request to furnish a non-listed listing does not create any relationship or obligation, direct or indirect, to any person other than the subscriber.
- 3) In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing a non-listed telephone number in the directory shall attach to the Company. Where such a number is published in the directory, the Company's liability shall be limited to and satisfied by a refund of any monthly charges which the Company may have made for such non-listed listing. The subscriber indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed listing.
- 4) The telephone number, name and address of the subscriber may be disclosed in completion with E911 service, whether such service is provided by the Company or any other person. The subscriber waives any privacy interests in his telephone number, name and address in connection with 911 services.

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SERVICE TERMS & CONDITIONS  
 GENERAL EXCHANGE SERVICE (Continued)

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B. Directory Listings(Continued)

4. Non-Listed(Semiprivate)Listing(Continued)

b. Rate Application

1) Non-listed Listing	<b>Monthly Rate</b>	
a) Where charge applies, Each	\$3.50	(I)
b) Where charge does not Apply, each	\$ --	

- Distinctive Ringing service number
- temporary service
- Additional service furnished to the same subscriber who has other service listed in the directory in the same name at the same address.
- Additional service furnished to the same subscriber who has service listed in the directory in the same name at a different address provided the listed service is in the same local exchange.
- Service to a subscriber living in a hotel, hospital, retirement complex, apartment, boarding house or club if the subscriber is listed under the telephone number of the PBX, Centrex, ESSX\*, ESSX-1\* or Semipublic Telephone Service furnished to such establishments.



SERVICETERMS&CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)

B. DirectoryListings(Continued)

5. AdditionalListing

a. General

- 1) The subscriber to the service assumes responsibility for all charges for additional listings associated with his service. Listing charges date from the day the directory assistance records are posted.
- 2) Listing charges are automatically discontinued upon termination of the service or upon the removal of the listing.

b. Business Additional Listing

- 1) A business additional listing may be furnished in other names when in the sole judgment of the Company; the subscriber's service is not joint user.

2)	Rate Application	<b>Monthly Rate</b>
a)	Business, each	\$2.50
b)	800 Service, each	1.80

SERVICETERMS&CONDITIONS

GENERAL EXCHANGE SERVICE (Continued)

B. Directory Listings(Continued)

6. Miscellaneous Listing

a. Alternate Listing

1) An alternate listing may be provided to the subscriber for the purpose of directing calling parties to other telephone numbers subject to the following conditions:

- a) Names of individuals are not permitted
- b) Text may not exceed one line

Examples:

Nights, Sundays, and Holidays  
If No Answer  
If Extension Is Not Known

2)	Rate Application	<b>Monthly Rate</b>
a)	Nights, Sundays, and Holidays, each	\$1.80
b)	Other Alternate Listings (1) Business, each	2.00

b. Company And Customer Owned Telephone Service Listing

A listing is not provided in connection with public telephone service or access line service for Customer Provided Public Telephone Service except when the listing will facilitate the operations of the Company or subscribers to the access line service. No additional listings are permitted.

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SERVICETERMS&CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)

B. DirectoryListings(Continued)

6. MiscellaneousListing

c. Cross Reference Listing

- 1) A cross reference listing may be furnished when it is necessary to refer the directory user to another directory listing.

Examples:

Long Lumber Co..... See South Lumber Co  
Regis Gary..... See Regas Gary

- 2) Rate Application

a)	Cross Reference Listing	<b>Monthly</b>
		<b>Rate</b>
	(1) Business, each	\$1.80

d. Dual Name Listing

- 1) A dual name listing may be furnished to a business subscriber as a main listing subject to the following:

- an individual subscribing to business service when it is a personal name listing and the person is also known by a nickname

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SERVICETERMS&CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)

B. Directory Listings(Continued)

6. Miscellaneous Listing(Continued)

d. Dual Name Listing (Continued)

1) (Continued)

Examples:

Smith J H (Johnny) CPA 123 Main..... 123-4567

2) A dual name listing may also be furnished as an additional listing at the subscriber's request at the appropriate additional listing rate.

e. Emergency Service Listing (E911, B911, and SALI)

1) A 911 telephone number listing must be listed along with a non-emergency telephone number for emergency agencies. No Charge applies for either listing.

2) Rate Application

a) Emergency Service Listing                      No Charge

f. Extra Listing

See Business Additional Listing

SERVICETERMS&CONDITIONS

GENERAL EXCHANGE SERVICE (Continued)

B. DirectoryListings(Continued)

6. MiscellaneousListing(Continued)

g. Foreign Listing

- 1) A listing in the alphabetical section of Company directories outside the subscriber's local exchange may be furnished. The listing is subject to the rates and regulations applicable to the published directory in which the listing is to appear.
- 2) When in the sole judgment of the Company, in the case of stations located in an exchange border area, a foreign listing is needed for better identification, in order, to facilitate the completion of calls; such listing may be provided without charge.

a)	Foreign Listing	<b>Monthly Rate</b>
(1)	Where charges does not apply	\$ -

3) Rate Application

a)	Foreign listing	
(1)	Business, each	\$ 2.10
b)	Foreign cross reference listing	
(1)	Business, each	2.10
c)	Foreign alternate listing	
(1)	Business, each	2.10
d)	Foreign special text	
(1)	Business, each	2.10

SERVICETERMS&CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)

B. DirectoryListings(Continued)

6. MiscellaneousListing(Continued)

h. Mobile and Paging Service Listing

1) A Mobile Telephone Carrier, a Cellular Carrier, a Radio Common Carrier, or a Paging Company, may be furnished a listing for their clients at the rate specified in 2) following.

2)	Rate Application	<b>Monthly Rate</b>
a)	Mobile and Paging Service Listing, each	\$1.55

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SERVICETERMS&CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)

B. DirectoryListings(Continued)

6. MiscellaneousListing(Continued)

i. Paging Service Listing

See Mobile and Paging Service Listing

j. Distinctive Ringing Service Listing

- 1) One listing for each Distinctive Ringing service number will be furnished on a listed or non-listed basis at no charge to the subscriber.
- 2) A Distinctive Ringing service listing must be either business or residence as identified by the class of service.
- 3) Other listings may be provided at the rates and regulations specified in this document.

SERVICETERMS&CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)

B. DirectoryListings(Continued)

6. MiscellaneousListing(Continued)

k. Special Text Listing (Business)

- 1) A special text listing provides instructions for directing incoming calls after hours during specific time periods or calling information for a specific service/department.

Example:

For The Following ZIP Codes 30506, 30408, 30532, 30533, 30534,

- 2) A special text listing does not include a telephone number and must be followed by at least one other listing which does include a telephone number.

3)	Rate Application	<b>Monthly Rate</b>
	a) Special Text Listing, per line	\$1.80



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SERVICE TERMS & CONDITIONS  
GENERAL EXCHANGE SERVICE (Continued)

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B. Directory Listings(Continued)

6. Miscellaneous Listing(Continued)

1. Customized Listing Service Listing

- 1) Where available, a subscriber may request to have the assigned telephone number listed in the directory using upper case alpha characters and/or numeric characters in lieu of standard numeric characters. Use of Customized Listing service listing is not exclusive to any single subscriber. The letters "Q" and "Z" are not available nor may the "#" or "\*" symbols be used with this service. The digit "0" or "1" may not be used to represent the letter "O" or "I" respectively in a Customized Listing service telephone number. The Company reserves the right to reject a Customized Listing service listing when, in its sole judgment, such listing is objectionable or would tend to delay or impede the use of the directory.
- 2) Prior to establishing a Customized Listing service listing, the Company reserves the right to require, when necessary in its sole judgment, satisfactory evidence from the subscriber that the subscriber is authorized to use any trade name, business name, or any other name or term, requested by the subscriber, which is copyrighted or otherwise reserved.
- 3) Subscriber requests for special number assignments will be handled under the rates and regulations described for Special Number Acquisition Charges in Section 4. of this document.
- 4) Subscribers who request that their existing telephone number(s) be listed as a Customized Listing service listing will not incur a Special Number Acquisition Charge.

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SERVICE TERMS & CONDITIONS  
GENERAL EXCHANGE SERVICE (Continued)

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B. Directory Listings (Continued)6. Miscellaneous Listing (Continued)

## 1. Customized Listing Service Listing (Continued)

5) In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing or not publishing a Customized Listing service listing in the directory shall attach to the Company. The Company's liability shall be limited to and satisfied by a refund of any monthly charges which the Company may have made for such listing. The subscriber indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication or omission of a Customized Listing service listing.

6) The rates for Customized Listing service listings as follows are in addition to any applicable special number assignment charges or any other appropriate listing charge.

7)	Rate Application	<b>Monthly Rate</b>
	a) Customized Listing Service Listing	
	(1) Business, each	\$3.50

## m. Telephone Answering Service Listing

1) A client of a telephone answering service may list the telephone number of the answering service with his name, or business name at the rates following.

2)	Rate Application	
	a) Telephone Answering Service Listing, each	\$1.80

SERVICE TERMS & CONDITIONS  
GENERAL EXCHANGE SERVICE (Continued)

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B. Directory Listings (Continued)

6. Miscellaneous Listing (Continued)

n. Titles and Suffixes#

- 1) A title of address that precedes a name, such as Mrs., Rev., Dr., or Capt., may be included in a business personal Value listing.
- 2) A professional designation(s) or educational degree(s), such as MD, CPA, CREA, or JP, is a suffix which may be included at the end of a business personal name listing.
- 3) One title, educational degree, or professional suffix, as allowed in 1) and 2) preceding, will be provided at no charge. Those, in excess of one, may be provided at the rates specified in 1) preceding.

4) Notation of lineal descent, such as; Jr., Sr., and III, is considered to be part of the subscribers legal name, and not a title or a suffix.

5)	Rate Application	<b>Monthly Rate</b>
	a) Titles, professionals And/or educational degrees, in excess of one	
	(1) Business, each	1.80

Example:  
Davis John MD FACP FACS 200 Main Av....322-7799

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SERVICETERMS&CONDITIONS

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## GENERAL EXCHANGE SERVICE (Continued)

B. Directory Listings(Continued)6. Miscellaneous Listing(Continued)

## o. 976 Service Listing

The phrase "Charges Will Apply" will be included in the 976 listing at no additional charge.

## p. Designer Listings

- 1) One Designer Listing option per customer listing is allowed with the exception of the Designer Line option which may be subscribed to in addition to the other Designer Listing options.
- 2) Designer Listing options will not appear on directory assistance records, but will only be reflected in the published directory.
- 3) Billing will begin with the subscriber's billing period following the scheduled directory delivery for which the listing will appear.
- 4) Designer Listing Descriptions
  - a) Designer Bold - A listing that provides for a bolder print or heavier type of the subscriber's name, address and telephone number.
  - b) Designer Bold Plus - A listing that provides for a bolder print or heavier type of the subscriber's name, address and telephone number plus additional space with a ruled line above and below the subscriber's listing information.

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SERVICETERMS&CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)

B. Directory Listings(Continued)

6. Miscellaneous Listing(Continued)

p. Designer Listings (Continued)

4) Designer Listing Descriptions (Continued)

- c) **Designer Script** - A listing that provides for the subscriber's name, address, and telephone number to be printed in script, which depicts a stylish writing of the listing information.
- d) **Designer Line** - An extra text line that provides information in addition to the standard listing information (name, address, and telephone number) such as; location, affiliations, social/civic positions held, volunteer services, etc. It could also include statements of a descriptive nature such as; interests, profession, or personal information.

Each Designer Line purchased cannot exceed one printed directory line. A maximum of three (3) Designer Lines may be purchased per listing.

5)	Rates and Charges	<b>Monthly Rate</b>	
	a) Per Listing		
	(1) Designer Bold	\$4.50	(I)
	(2) Designer Bold Plus	5.50	(I)
	(3) Designer Script	4.50	(I)
	(4) Designer Script Plus	5.50	(I)
	(5) Designer Line (Standard)	5.50	(I)
	(6) Designer Line Bold	6.00	(I)
	(7) Designer Line Script	6.00	(I)

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SERVICE TERMS & CONDITIONS  
GENERAL EXCHANGE SERVICE (Continued)

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C. Touch-ToneCallingService

1. General

- a. Touch-Tone Calling Service provides for the origination of telephone calls on lines terminated in instruments equipped for tone-type address signaling.
- b. The service is furnished for use with individual, two-party and four-party central office lines. It may be furnished to either one or both subscribers on a two-party line, or to either one or all subscribers on a four-party line.
- c. Touch-Tone Calling Service, for individual, two-party and four-party line service, Centrex, and PBX systems requires special central office equipment and will be provided only from central offices where facilities are available.

2. RatesandCharges

Touch-Tone Calling Service rates shall apply where the customer has the capability to originate calls by means of instruments equipped for tone-type address signaling and where the special central office facilities exist.

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SERVICE TERMS & CONDITIONS  
GENERAL EXCHANGE SERVICE (Continued)

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D. CustomCallingServices

1. General

a. Call Waiting

Call Waiting provides the user, busy on a call, with a private signal which alerts him to an unanswered call waiting to be completed to his number. The user may then hold the existing call, answer the incoming call and alternately talk on both calls until one has been terminated.

Before a call is initiated the Call Waiting subscriber may, by dialing a code, activate the cancel feature and Call Waiting is then made inoperative on the first call initiated by the subscriber immediately following activation of the cancel feature. The cancel feature may also be activated after a call is established if the customer subscribes to net rate Three Way calling. Call Waiting is restored automatically on termination of the call. During the time the cancel feature is activated, incoming callers receive a busy tone.

b. Call Forwarding Variable

Call Forwarding provides for transferring incoming calls to another number by dialing a code and the number of the service to which calls are to be transferred. Calls may be transferred to a toll point subject to the availability of the necessary facilities in the central office from which the calls are to be transferred. Satisfactory transmission levels cannot be assured on calls forwarded outside of the local calling area.

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SERVICETERMS&CONDITIONS

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## GENERAL EXCHANGE SERVICE (Continued)

D. CustomCallingServices(Continued)1. General(Continued)

## c. Three Way Calling

Three Way Calling permits an existing call to be held, and by dialing, a second telephone call can be established and added to the connection. Two toll points may be connected on a Three Way Calling. Normal transmission performance cannot be assured on all calls.

## d. Speed Calling

Speed Calling provides for the calling of a 7 or 10 digit telephone number by dialing an abbreviated code. The arrangement available has an eight (encode) and thirty (30-code) number capacity.

## e. Call Forwarding Busy Line

This feature provides for calls terminating to a subscriber's busy directory number to be forwarded to another telephone number on a premise other than the provisioned premises. The customer selected forward-to telephone number is preprogrammed at the time service is established and can only be changed via service order.

## f. Call Forwarding Don't Answer

This feature provides for calls terminating to a subscriber's idle directory number to be forwarded, after a customer preselected interval, to another telephone number. The customer selected forward-to telephone number and specified intervals are preprogrammed at the time service is established and they can only be changed via service order. No service order charge is



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SERVICETERMS&CONDITIONS

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## GENERAL EXCHANGE SERVICE (Continued)

D. CustomCallingServices(Continued)1. General(Continued)

## f. Call Forwarding Don't Answer (Continued)

applicable if the customer requests a ring count change within thirty days from the establishment of the feature on the subscriber's line. In addition, no service order charge is applicable if a customer request a ring count change if the Call Forwarding Don't Answer subscriber's central office is upgraded from analog to digital within thirty days after such conversion.

## g. Customer Control of Call Forwarding Busy Line

This feature provides a customer the Call Forwarding Busy Line feature and the capability to control from the ban station line the activation and deactivation of the service by using dialing codes. The destination telephone number, which must be on a premise other than the provisioned premises, is specified by the customer at the time this feature is ordered and can only, be changed via service order.

## h. Customer Control of Call Forwarding Don't Answer

This feature provides a customer the Call Forwarding Don't Answer feature and the capability to control from the ban station line the activation and deactivation of the service by using dialing codes. The destination telephone number and forwarding interval are specified by the customer at the time this feature is ordered and can only be changed via service order. No service order charge is applicable if the customer requests a ring count change Within shiny days from the establishment of the subscribers line.

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SERVICETERMS&CONDITIONS

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## GENERAL EXCHANGE SERVICE (Continued)

D. CustomCallingServices(Continued)1. General(Continued)

## i. Call Forwarding Busy Line Multiple Simultaneous Calls

This feature provides a customer who has Call Forwarding Busy Line or Customer Control of Call Forwarding Busy Line the capability to specify the number of calls that will be forwarded simultaneously to the forward-to telephone number. Only one Intra/Interoffice calling path is provided for a single (non-rotary) exchange line/trunk. The number of Intra/Interoffice calling paths provided on exchange lines/trunks equipped with Rotary (Grouping) can only be equal to or less than the number of lines/trunks in rotary.

## j. Call Forwarding Don't Answer Multiple Calls

This feature provides a customer who has Call Forwarding Don't Answer or Customer Control of Call Forwarding Don't Answer the capability to specify the number of calls that will be forwarded to the forward-to telephone number. Only one Intra/Interoffice calling path is provided for a single (non-rotary) exchange line/trunk. The number of Intra/Interoffice calling paths provided on exchange lines/trunks equipped with Rotary (Grouping) can only be equal to or less than the number of lines/trunks in rotary.

## k. Call Forwarding Variable Multiple Simultaneous Calls

This feature provides a customer who has Call Forwarding Variable, the capability to specify the number of calls that will be forwarded simultaneously to the forward-to telephone number. Only one Intra/Interoffice calling path is provided for a single (non-rotary) exchange line/trunk. The number of Intra/Interoffice calling paths provided on exchange lines/trunks equipped with Rotary (Grouping) can only be equal to or less than the number lines/trunks in rotary.

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 SERVICETERMS&CONDITIONS
 

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## GENERAL EXCHANGE SERVICE (Continued)

## D. Custom Calling Services (Continued)

## 1. General (Continued)

## l. Remote Access - Call Forwarding Variable

This feature provides a customer the Call Forwarding Variable feature and the capability to activate and deactivate the service remotely from any line/equipment capable of Touch- Tone signaling rather than only from the base station line. This feature does not require that a courtesy call be completed to the forward-to-telephone number.

## m. Call Forwarding Don't Answer - Ring Control

This feature provides for call incoming to a subscriber's idle directory number to be forwarded to another telephone number after a customer-controlled interval expressed in either ring cycles or seconds, depending on specific technology involved. The forwarded-to telephone number is specified at the time service is established and can only be changed via service order. Such change is subject to normal service order charges. This service is available only where facilities permit, and provides the customer with the capability to change the interval after which forwarding occurs. Such change is made at the convenience of the customer, and is not subject to service order charges. After establishment of service, the interval cannot be changed via a service order.

## n. Call Waiting Deluxe (CWD)

This service allows a customer to control the treatment applied to incoming calls while the customer is off-hook on a call. Call Waiting Deluxe includes the functionality of the Call Waiting feature and provides several additional call disposition options.

The customer must have a Calling Identification Delivery feature, such as Caller ID-Basic or Caller ID-Deluxe for the calling identification data of the waiting call to be provided following the Call Waiting Deluxe alerting tone.

The customer must subscribe to the Call Forwarding Don't Answer feature to forward a waiting call to another location.

Call disposition options provided with Call Waiting Deluxe include:

- answer the waiting call, placing the first party on hold
  - answer the waiting call, dropping the first party
  - direct the waiting caller to hold via a recording
  - forward the waiting call to another location (e.g., a voice mailbox or Telephone Answering Service)
  - conference the waiting call with the existing, stable call, if desired, subsequently drop either leg of the "conferenced" call (where facilities per permit).
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SERVICETERMS&CONDITIONS

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## GENERAL EXCHANGE SERVICE (Continued)

D. CustomCallingServices(Continued)1. General(Continued)

## n. Call Waiting Deluxe (CWD) (Continued)

Utilization of the full capabilities of Call Waiting Deluxe requires the use of an Analog Display Services Interface (ADSI) - compatible telephone at the customer's premises. The installation, repair and the technical capability of the ADSI-compatible CPE to function in conjunction with the features specified herein is the responsibility of the customer. The Company assumes no liability, and will be held harmless, for any incompatibility between this equipment and the network features described herein.

All terms and conditions, including rates, for the other features associated with the line are as described in the feature-specific sections of this document. Such features must be ordered separate from Call Waiting Deluxe.

## o. Three-Way Calling with Transfer

This featured allows a user to hold an in-progress call and complete a second call while maintaining privacy from the first call, or to add on the previously held call for a three-way conference. Incoming calls may be transferred to another access arrangement on an inter- or intra-switch basis. Where the subscriber originates both legs of a three-way call, those legs will remain bridged together when the subscriber goes on hook when at least one of the legs is an intra-switch call. Where the subscriber originates two inter-switch legs of a three-way call, both legs remains bridged when the subscriber goes on hook where the serving switch is not a 5ESS switch. For such calls in a 5ESS switch, both inter-switch legs are disconnected when the subscriber goes on hook. This feature shall not be used to extend calls on a planned and continuing basis to intentionally avoid the payment in whole or in part of message charges, toll or otherwise, that would regularly be applicable between the stations bridged together by the subscriber.

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SERVICETERMS&CONDITIONS

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## GENERAL EXCHANGE SERVICE (Continued)

D. CustomCallingServices(Continued)1. General(Continued)

## p. Star 98 Access

Star 98 Access allows a subscriber to access a service, generally their local voice mail service, when they dial \*98 from their home or business telephone line. Star 98 Access connects the customer to the local telephone number, generally of their voice mail provider, to whom their calls are forwarded via a version of Call Forwarding Don't Answer.

Star 98 Access is only available to subscribers on lines which are equipped with a version of Call Forwarding Don't Answer.

Star 98 Access is provisioned on a per line basis and functions only from a line provisioned with this feature and the appropriate auxiliary calling features.

Star 98 Access is not available on ISDN, Foreign Central Office (FCO), Foreign Exchange (FX) lines or any Centrex type service.

Star 98 Access may not be compatible with all auxiliary calling features.

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SERVICETERMS&CONDITIONS

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## GENERAL EXCHANGE SERVICE (Continued)

D. CustomCallingServices(Continued)2. ProvisionofService

- a. The services are limited to those areas served by central offices arranged for Custom Calling Services. Call Forwarding Busy Line, Call Forwarding Don't Answer, Usage Sensitive Three Way Calling and the cancel feature for Call Waiting are available only in central offices where the capability exists and has been implemented.
- b. The services are furnished only in connection with individual line service unless otherwise stated elsewhere in this document. The service is not available in connection with Centrex Service or Coin Telephone Service.
- c. In addition to the rate in this document's section for the Call Forwarding feature, the following charges apply for the call being forwarded:

- 1) Between the calling station line location and the call forwarding station line location.

The charge for this portion of a forwarded call shall be the charge specified in this document, for the type of call involved, either local or toll, for the entire duration of the call, but rated based upon the distance to the call forwarding station line location only.

- 2) Between the call forwarding station line location and the terminating station line location.

For calls forwarded outside the Local Calling Area, the Call Forwarding customer is responsible for the applicable customer-dialed station-to-station charges specified in this document or any other applicable document.

For calls forwarded inside the Local Calling Area, a measured or message Call Forwarding customer is responsible for the applicable customer-dialed Measured Rate or Message Service charges specified in this document, as appropriate, for each call answered at the answering location.

Such charges apply to all calls answered at the terminating station line, including person-to-person and collect calls, even though such calls might not be accepted at the answering location.

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SERVICETERMS&CONDITIONS

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## GENERAL EXCHANGE SERVICE (Continued)

D. CustomCallingServices(Continued)2. ProvisionofService(Continued)

## d. Call Forwarding - Variable on PBX Trunks

Call Forwarding - Variable is offered for use with PBX trunks subject to the following limitations:

- 1) It may be provided only when compatible with the equipment configuration at the customer's premises.
- 2) It is available only on two-way trunks.
- 3) It is not available with Direct Inward Dialing trunks.
- 4) Of the feature is proposed on a facility on which hunting is also to be provided, this service is available only with Multi-Line and Series Completion hunting arrangements and is subject to the limitations of these arrangements.
- 5) When calls are being forwarded intra-office, the number of calls that can be forwarded simultaneously is equal to the number of trunks in the customer's system that are arranged to receive calls and are equipped to provide the Call Forwarding Variable feature.
- 6) When calls are being forwarded inter-office, only one call can be forwarded at a time.
- 7) Call Forwarding - Variable can be sequentially forwarded in a chain across lines within a central office a maximum of five times.

## e. Speed Calling On PBX Trunks

This feature is available on a per trunk equipped basis.

## f. Speed Calling On OUTWATS Lines

This feature is available on a per line equipped basis and is limited to one Speed Calling list per OUTWATS facility group.

SERVICETERMS&CONDITIONS

## GENERAL EXCHANGE SERVICE (Continued)

D. CustomCallingServices(Continued)3. Rates

a. Business	<b>Non-Recurring Programming Fee</b>	<b>Monthly Rate</b>	
1) Non-Packages			
a) Call Waiting#		\$9.00	(I)
b) Call Forwarding Variable#		8.50	(I)
c) Three-way Calling#		8.00	(I)
d) Speed Calling (8-code)#, +		7.50	(I)
e) Speed Calling (30-code)#, +		7.50	
f) Call Forwarding Busy Line#		5.00	
g) Call Forwarding Don't Answer#		5.00	
h) Customer Control of Call Forwarding Busy Line#		8.00	
i) Customer Control of Call Forwarding Don't Answering#		8.00	
j) Call Forwarding Busy Line Multiple Simultaneous Calls#		4.30	
k) Call Forwarding Don't Answer Multiple Calls#		4.30	
l) Call Forwarding Variable Multiple Simultaneous Calls#		6.15	
m) Remote Access – Call Forwarding Variable**		7.45	
n) Call Forwarding Don't Answer – Ring Control#		4.45	
o) Three-Way Calling with Transfer++		8.00	(I)
p) Star 98 Access		2.00	

\*\*Monthly rate per central office line equipped.

# Monthly rate per central office per line/trunk equipped.

+ Monthly rate per outward WATS line equipped.

++Appropriate local or toll usage charges apply for calls originated by the subscriber, including Connections which continue after the subscriber exits the call.



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SERVICE TERMS & CONDITIONS  
GENERAL EXCHANGE SERVICE (Continued)

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D. CustomCallingServices(Continued)3. Rates(Continued)

	Business/Bus. PBX	<b>Monthly Rate</b>
2)	Packages <sup>1</sup>	
a)	Call Waiting with Call Forwarding Variable	\$11.00
b)	Call Forwarding with Speed Calling (8-Code)	9.60
c)	Call Waiting, Call Forwarding Variable, Three-Way Calling and Speed Calling (8-Code)	13.25
d)	Call Waiting, Call Forwarding Variable, Three-Way Calling and Speed Calling (8-Code)	16.00
e)	Call Waiting with Three-Way Calling	9.60
f)	Call Forwarding Variable with Three-Way Calling	9.60
g)	Call Forwarding Variable with Speed Calling (8-Code)	9.60
h)	Three-Way Calling with Speed Calling (8-Code)	9.60
i)	Call Waiting, Call Forwarding Variable and Three-Way Calling	13.25
j)	Call Waiting, Three-Way Calling And Speed Calling (8-Code)	13.25
k)	Call Forwarding Variable, Three-Way Calling and Speed Calling (8-Code)	13.25

Note 1: Monthly rate per central office per line/trunk equipped.

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SERVICETERMS&CONDITIONS

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## GENERAL EXCHANGE SERVICE (Continued)

D. CustomCallingServices(Continued)4. PerUseThree-WayCallingService

## a. General

- 1) *Per Use Three-Way Calling* is available to all and business customers where facilities permit. This service permits use of the three-way calling feature on an as-needed basis, with the subscriber paying the rate shown in b. following for each occasion it is successfully used. Three-way calling permits the subscriber activating the feature to hold an in-progress call and originate a second call while maintaining privacy from the first call, or to add another party for a three-way conference arrangement.
- 2) Switch-specific technology determines how a subscriber "activates" the feature. In certain switch technology, the feature is activated by "flashing" the serving switch from the subscriber's terminating equipment. ("Flashing" is accomplished via a receiver button, switchhook, hook flash key, flash key, etc.). This technology provides the subscriber with spontaneous control of the feature. Other switch technology requires that the feature be dial-activated by the subscriber prior to establishing the first leg of a three-way call, using a Company-provided code.
- 3) The per use charge is applied only when a second call is completed and bridged to the first call. Completed calls include, but are not limited to, those calls terminated to telephones, voice messaging systems, answering machines, facsimile machines, modems, etc.

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 SERVICETERMS&CONDITIONS
 

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## GENERAL EXCHANGE SERVICE (Continued)

D. CustomCallingServices(Continued)4. PerUseThree-WayCallingService a.

## General (Continued)

- 4) The per use charge is in addition to any switched network usage charge appropriate for the line with which the *Per Use Three-Way Calling* feature is associated. Such usage may include, but is not limited to, toll charges, local measured service charges, exception calling plan rates, etc. Terms and conditions of these charges are as covered in this documents sections specific to that particular call type, and are not impacted by the application of the per use charge.
- 5) Access to the per use capability can be restricted at the customer's request at no charge.

## b. Rates

1) *Per Use Three-Way Calling*

- a) Per use (requires completion and bridging of a second call)

(1) Usage Charge	Rate	
(a) Business	3.00	(I)

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SERVICETERMS&CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)

E. TelastarService

1. Applications

Telastar service is a group of central office call management features offered in addition to basic telephone service where facilities permit.

2. DefinitionsOfFeatureOfferings

a. Call Return

This feature enables a customer to place a call to the telephone number associated with the most recent call received whether or not the call was answered or the number is known. The customer can dial a code to request that the network place the call.

Where facilities permit, upon activation of the feature, the customer will receive a voice announcement stating that Call Return has been accessed. In addition, the announcement will provide the Directory Number (DN) of the last incoming call. In some locations, the date and time of receipt of the call will also be provided. The Call Return user will then be prompted to enter an additional digit to continue with the feature activation, or to hang up to abort the activation.

If the called line is not busy, the call is placed. If the called line is busy, a confirmation announcement is heard, the customer hangs up and a queuing process begins. For the next 30 minutes, both the calling and the called lines are checked periodically for availability to complete the call. If during this queuing process the called line becomes idle, the customer is notified, via a distinctive ring, that the network is ready to place the call. When the customer picks up the telephone the call will automatically be placed.

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SERVICETERMS&CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)

E. TelastarService(Continued)

2. DefinitionsofFeatureOfferings(Continued)

a. (Continued)

This feature is not available on operator handled calls. In connection with Call Return, the Company will deliver all numbers, subject to technical limitations, including telephone numbers associated with Non-Published Listing Service.

If the incoming call is from a caller served by a PBX, only the main number of the PBX is transmitted and available for voice-back.

If the incoming call is from a Distinctive Ringing service customer, the telephone number transmitted and available for voice-back will be the main Directory Number rather than any dependent Distinctive Ringing service number.

If the incoming call originates from a multi-line hunt group, the telephone number transmitted and voiced-back will always be the main number of the hunt group, unless the telephone numbers are TN identified within the group.

In some locations, due to technological limitations, Call Return must be purchased with Repeat Dialing.

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SERVICETERMS&CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)

E. TelastarService(Continued)

2. DefinitionsofFeatureOfferings(Continued)

b. Repeat Dialing

Repeat Dialing, when activated, automatically redials the last number the customer attempted to call. If the called line is not busy, the call will be placed.

If the called line is busy, a confirmation announcement is heard, the customer hangs up and a queuing process begins. For the next 30 minutes, both the calling and the called lines are checked periodically for availability to complete the call. If during this queuing process the called line becomes idle, the customer is notified, via a distinctive ring, that the network is ready to place the call. When the customer picks up the telephone the call will automatically be placed.

In some locations, due to technological limitations, Repeat Dialing must be purchased with Call Return.

c. Call Selector

Call Selector Call Selector provides a distinctive ringing pattern to the subscribing customer for up to six specific telephone numbers.

The customer creates a screening list of up to six telephone numbers through an interactive dialing sequence. When a call is received from one of the predetermined telephone numbers, the customer is alerted with a distinctive ringing pattern (short, long, short). Calls from telephone numbers not included on the screening list will produce a normal ring. If the customer subscribes to Call Waiting and a call is received from a telephone number on the Call Selector screening list while the line is in use, the Call Waiting tone will also be distinctive.

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SERVICETERMS&CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)

E. TelastarService(Continued)

2. DefinitionsofFeatureOfferings(Continued)

c. Call Selector (Continued)

When a telephone number on the Call Selector screening list also appears on the Preferred Call Forwarding list, the Preferred Call Forwarding will take precedence. Likewise, when the same number is shown on the Call Block list, the call will be blocked.

A customer's line will not produce a distinctive alert if the calling line is not referenced to and originated by the main telephone number or a Telephone Number identified number that represents all the lines in a collection of lines, such as multiline hunt groups.

d. Preferred Call Forwarding

Preferred Call Forwarding allows the customer to transfer selected calls to another telephone number. A screening list of up to six numbers is created by the customer and placed in the network memory via an interactive dialing sequence. Subsequently, calls are forwarded to the Call Forwarding telephone number only if the calling number can be obtained and is found to match a number on the screening list.

In some locations due to technological limitations, a prerequisite for this feature is Call Forwarding Variable (Section A13. of this document).

If the customer also subscribes to Call Block and the same telephone number is entered on both screening lists, the Call Block feature must be deactivated to allow the call to forward.

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SERVICETERMS&CONDITIONS

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## GENERAL EXCHANGE SERVICE (Continued)

E. TelastarService(Continued)2. DefinitionsofFeatureOfferings(Continued)

## d. Preferred Call Forwarding (Continued)

This feature will not work if the calling line is not referenced to and originated by the main telephone number, or a Telephone Number identified number, that represents all the lines in a collection of lines such as multiline hunt groups.

## e. Call Block

This feature provides the customer the ability to prevent incoming calls from up to six different telephone numbers.

A screening list is created by the customer either by adding the last number associated with the line (incoming, or outgoing), or by pre-selecting the telephone numbers to be blocked. When a call is placed to the customer's number from a number on the screening list, the caller receives an announcement indicating that the party he is attempting to call does not wish to receive calls at this time.

If the customer also subscribes to Preferred Call Forwarding and/or Call Selector and the same telephone numbers appear on those screening lists, Call Block will take precedence.

This feature will not work if the incoming call is from a telephone number in a multiline hunt group unless the telephone number is the main telephone number in the hunt group, or is Telephone Number identified.



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SERVICETERMS&CONDITIONS

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## GENERAL EXCHANGE SERVICE (Continued)

E. TelastarService(Continued)2. DefinitionsofFeatureOfferings(Continued)

## f. Call Tracing

Call Tracing enables the customer to initiate an automatic trace of the last call received.

Upon activation by the customer, the network automatically sends a message to the Company's Security Department indicating the calling number, the time the trace was activated, and in some locations, the time the offending call was received. The customer using this feature would be required to contact the Annoyance Call Bureau for further action.

Only calls from within Telastar service equipped offices are traceable using Call Tracing.

This feature will not work if the incoming call is from a telephone number in a multiline hunt group, unless the telephone number is the main telephone number in the hunt group, or is Telephone Number identified.

In some locations, if the customer makes or receives another call after hanging up from the annoying call, prior to activating the trace, Call Tracing will not record the correct number.

## g. Caller ID - Basic (Number Delivery)

This feature enables the customer to view on a display unit the Directory Number (DN) on incoming telephone calls.

When Caller ID-Basic is activated on a customer's line, the Directory Numbers of incoming calls are displaced on the called CPE during the first long silent interval of the ringing cycle.

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**SERVICETERMS&CONDITIONS**  
GENERAL EXCHANGE SERVICE (Continued)

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E. TelastarService(Continued)

2. DefinitionsofFeatureOfferings(Continued)

h. Caller ID - Deluxe (Name and Number Delivery)

This feature enables the customer to view on a display unit the calling party Directory Name and Directory Number on incoming telephone calls.

A maximum of 15 characters is allowed for transmission of the calling party Directory Name.

When Caller ID - Deluxe is activated on a customer's line, the calling party Directory Name and Directory Number on incoming calls will be displayed on the called CPE during the first long silent interval of the ringing cycle. The date and time of the call is also transmitted to the Caller ID - Deluxe customer.

Any customer subscribing to Caller ID - Deluxe will be responsible for the provision of a display device which will be located on the customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the customer. The Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

Calling party name and number information via Caller ID - Deluxe is not available on operator handled calls.

If the incoming call is from a caller served by a PBX, only the main listed number and name of the PBX will be transmitted and available for display.

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SERVICETERMS&CONDITIONS

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## GENERAL EXCHANGE SERVICE (Continued)

E. TelastarService(Continued)2. DefinitionsofFeatureOfferings(Continued)

## h. Caller ID - Deluxe (Name and Number Delivery) (Continued)

If the incoming call originates from a multi-line hunt group the telephone number and name transmitted -will be the main listed name/number of the hunt group, unless, facilities permitting, the lines within the group are Telephone Number (TN) identified.

If the incoming call is from a caller who subscribes to Ringmasters service, the telephone number and name information transmitted will always be associated with the main listing rather than the Distinctive Ringing service number.

If the incoming call originates from a customer provided or Company Public Telephone, or a Company provided Semi-Public Telephone, the name information transmitted will always be "Pay Phone."

## i. Caller ID - Multi-Line

This feature allows business customers with Rotary (Grouping) arrangements to receive and view on a display unit call related information on certain incoming telephone calls.

The following information is transmitted to the Caller ID - Multi-Line customer and displayed on the called CPE during the first long silent interval of the ringing cycle: calling Directory Number, time of day (hours and minutes) the call was received, and date (month and day) the call was received.

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SERVICETERMS&CONDITIONS

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## GENERAL EXCHANGE SERVICE (Continued)

E. TelastarService(Continued)2. DefinitionsofFeatureOfferings(Continued)i. Caller ID - Multi-Line (Continued)

A service order is required to establish or discontinue Caller ID - Multi-Line. Subsequent to establishment, the feature can be activated and deactivated at the customer's discretion through the use of preassigned feature access codes.

Any customer subscribing to Caller ID - Multi-Line will be responsible for the provision of a display device which will be located on the customer's premises. The installation, repair and technical capability of that equipment to function in conjunction with the features described herein will be the responsibility of the customer. The Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network feature described herein.

If the incoming call is from a line equipped with Distinctive Ringing service, the telephone number transmitted will always be the main number rather than any dependent Distinctive Ringing service number.

If the incoming call is from a caller served by a Private Branch Exchange (PBX), only the main number will be transmitted and available for display.

If the incoming call originates from a Multi-Line Hunt Group, the telephone number transmitted and available for display will always be the main number of the hunt group unless the telephone number is Telephone Number (TN) identified.

Caller ID - Multi-Line is not available on operator handled calls.

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**SERVICETERMS&CONDITIONS**


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## GENERAL EXCHANGE SERVICE (Continued)

E. TelastarService(Continued)2. DefinitionsofFeatureOfferings(Continued)

## j. Call Tracking - Bulk Calling Line Identification (BCLID)

This feature allows Multi-Line Hunt Groups (MLHG) or Private Branch Exchange (POX) Customers to receive call-related information on certain incoming telephone calls.

The following information is transmitted to the Call Tracking customer over a separate channel which is required for feature operation: calling and called Directory Numbers (DN), time of day the call was received, busy-idle status of the called line, and the calling line type (individual or group). This information should be received by the customer's CPE or by equipment in the Central Office shortly after reception of the incoming call.

Any customer subscribing to Call Tracking, who wishes to have the Call Tracking information delivered to their CPE, will be responsible for the provision of compatible customer premises equipment (CPE) which will receive, translate, display and/or store the transmitted data. The installation, repair and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the customer. The Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

If the incoming call is from a caller served by a PBX, only the main number of the PBX is transmitted and available for display. If the incoming call originates from a Multi-Line Hunt Group, the telephone number transmitted and available for display will always be the main number of the hunt group.

If the incoming call is from a customer who subscribes to Distinctive Ringing service, the telephone number transmitted will always be the main number rather than the Distinctive Ringing service number.

Charges for Call Tracking are applicable on a per subscription and a "per calling number delivered" basis, plus appropriate Service Charges for establishment of the feature on the customer's line.

## k. BusyConnect

BusyConnect is an optional network feature available in central office with facilities that permit features to be used on a "per use" basis. Presubscription will not be required and billing will be incurred on a per activation/occasion basis. Access to the usage option can be restricted at the customer's request at no charge.

BusyConnect enables callers to retry a busy line on demand. When a caller receives a busy condition, the service will automatically plan an announcement offering the caller the option of having the service complete the call when the called line becomes available. If the caller activates the BusyConnect service, the status of the called party's line will be monitored for thirty (30) minutes and the call will be completed when the line is available.

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SERVICE TERMS & CONDITIONS

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E. TelastarService(Continued)

2. DefinitionsofFeatureOfferings(Continued)

1. Call Tracing

Call Tracing enables the customer to initiate an automatic trace of the last call received. Upon activation by the customer, the network automatically sends a message to the Company's Security Department indicating the calling number, the time the trace was activated, and in some locations, the time the offending call was received. The customer using this feature would be required to contact the Annoyance Call Bureau for further action. Only calls from within Telastar service equipped offices are traceable using Call Tracing.

This feature will not work if the incoming call is from a telephone number in a multiline hunt group, unless the telephone number is the main telephone number in the hunt group, or is telephone number identified.

In some locations, if the customer makes or receives another call after hanging up from the annoying call, prior to activating the trace, Call Tracing will not record the correct number. Call Tracing is available to residence customers on a non-subscription basis only, with a per occasion charge for each successful activation of the feature. Where facilities permit, access to Call Tracing - per activation can be restricted at the customer's request at no charge.

3. RegulationsandLimitationsofService

a. The Following Limitations Apply:

- 1) Telastar service is provided subject to the availability of facilities. Additionally, the features described will only operate on calls originating and terminating within Telastar service equipped offices. Also, feature screening lists can only contain telephone numbers of subscribers served out of Telastar service capable offices.
- 2) The Telastar service basic features are available to all single party customers who have rotary dial or Touch-Tone service.

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SERVICETERMS&CONDITIONS

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## GENERAL EXCHANGE SERVICE (Continued)

E. TelastarService(Continued)3. RegulationsandLimitationsofService(Continued)

## a. The Following Limitations Apply: (Continued)

- 3) Telastar service cannot be provisioned on Company provided Public and Semi-Public Telephone Service, party line service, toll terminals, trunks or some remote switching locations except as specifically noted in 5) following.
- 4) Appropriate service order charges apply except during Company selected periods of special promotion.
- 5) Caller ID -Basic and Caller ID-Deluxe are available to business customers. Neither feature is available for lines equipped with Rotary (Grouping) arrangements. Caller ID on a flat rate basis is available to single exchange line non-grouped business customers. Caller ID - Multi-Line is available only for line side terminations equipped with hunting (grouping) arrangements. Caller ID - Multi-Line is not available for Private Branch Exchange (PBX) customers. Call Tracking (BCLID) is not available for single line arrangements.
- 6) The Company will deliver all numbers, subject to technical limitations, including telephone numbers associated with Non-published Listing Service as described in this Section of this document.
- 7) Calling party information is not available on operator handled calls via Caller ID-Basic, Caller ID-Deluxe, Caller ID-Multi-Line, nor Call Tracking.

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SERVICETERMS&CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)

E. TelastarService(Continued)

3. RegulationsandLimitationsofService(Continued)

a. The Following Limitations Apply: (Continued)

- 8) The Company's liability arising out of the provision of any Telastar service feature, including, but not limited to the delivery or non-delivery of calling numbers, is limited as set forth in Section 2. of this document.
- 9) Telephone numbers transmitted via Caller ID -Basic, Caller ID-Deluxe, Caller ID - Multi-Line, or Call Tracking is intended solely for the use of the Caller ID Basic, Caller ID-Deluxe, Caller ID - Multi-Line, or Call Tracking subscriber. Resale of this information is prohibited by this document, except the callers' numbers may be provided to the subscriber's client for those calls sponsored or provided by that specific client where the client's identity is disclosed to the caller and the client agrees not to distribute such information to others.

b. The following Regulations Apply:

- 1) During selected promotional periods, first-time subscribers to Caller ID-Basic and Caller ID-Deluxe will receive a **\$24.00** nonrecurring credit on their telephone bill. Customers may elect at the time of the service order to apply the credit toward purchase of selected telephone equipment. Caller ID-Basic customers who upgrade to caller ID-Deluxe are eligible for the promotion.



**SERVICETERMS&CONDITIONS**

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GENERAL EXCHANGE SERVICE (Continued)

E. TelastarService(Continued)

4. Rates

**a. Business**

		<b>Monthly Rate</b>	
1)	Single or First Service Features		
	a) Call Return# (per line)	\$ 8.00	(I)
	- Per Use	3.00	{(I)
	b) Repeat Dialing# (per line)	7.50	(I)
	- Per Use	3.00	(I)
	c) Call Selector (per line)	7.00	(I)
	d) Preferred Call Forwarding (per line)	7.00	(I)
	e) Call Block (per line)	8.00	
	f) Call Tracing (per line)	7.00	(I)
	<table border="1" style="display: inline-table; width: 200px; height: 15px; vertical-align: middle;"></table>		
	subscription	4.50	
	g) Caller ID-Basic (per line)	11.00	
	h) Caller ID-Deluxe (per line)	14.50	(I)
2)	Additional Service Features (Second and subsequent features)		
	a) Call Return# (per line)	8.00	(I)
	b) Repeat Dialing# (per line)	7.50	(I)
	c) Call Selector (per line)	7.00	(I)
	d) Preferred Call Forwarding (per line)	6.00	
	e) Call Block (per line)	8.00	(I)
	f) Call Tracing (per line)	7.00	(I)
	g) Caller ID-Basic (per line)	11.00	
	h) Caller ID-Deluxe (per line)	14.50	(I)

# Due to technological limitations, in some locations Call Return and Repeat Dialing cannot be ordered separately.

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SERVICETERMS&CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)

F. CallScreeningandRestrictionServices-CustomizedCodeRestriction(CCR)

1. GeneralRegulations

- a. Customized Code Restriction is a service which enables customers to restrict certain types of outgoing calls from being placed over their exchange lines/trunks. This capability is provided only by means of recorded announcement restriction. It is offered with options containing various sets of codes to be restricted, and is available to basic exchange customers with individual line business service or PBX trunks in either flat, message or measured rate service environments.
- b. Customers may subscribe to whichever option meets their needs, but only one option may be provided on a line/trunk or group of lines/trunks. Also, options of this service may not be combined with Selective Class of Call Screening or Toll. The options of this service with their respective sets of codes are listed and are available at the rates specified.
- c. CCR is furnished only from central offices equipped to provide this service and where facilities permit.
- d. When CCR is provided from central offices other than customer's normal serving central office, Foreign Central Office or Foreign Exchange charges as specified in this section, whichever is appropriate, will apply to all lines/trunks equipped with this service.
- e. CCR does not provide restriction of calls within the Basic Local Calling Area, non-chargeable calls to Company numbers, such as repair service, public emergency service numbers (911), or 1+ 800 calling. Calls from the establishment of Non-Local Optional Service subscribers to the Expanded Local Calling Area will be restricted by this service.

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SERVICETERMS&CONDITIONS

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## GENERAL EXCHANGE SERVICE (Continued)

F. CallScreeningandRestrictionServices-CustomizedCodeRestriction(CCR)  
(Continued)1. GeneralRegulations(Continued)

- f. Subscribing to CCR does not relieve customers of responsibility for calls charged to their numbers.
- g. Customers who subscribe to CCR options which restrict operator access are required to place Company provided stickers on each restricted telephone indicating the operator cannot be reached. In addition, it is the responsibility of the customer to notify all users of their service that an operator cannot be reached.
- h. The Company shall not be liable to any person for damages of any nature or kind arising out of, or resulting from, or in connection with the provision of this service, including without limitation, the inability of station users to access the operator for any purpose, or any other restricted codes specified for the options.

2. CustomizedCodeRestrictionOptions

- a. The codes shown for CCR options are not to be considered all inclusive. Codes may be changed and new or different codes may be added as deemed appropriate by the Company.
  - 1) Option #1 Restricted Codes
    - Vacant Code Recording 1+, 0-, 0+, 00- (1+/0+) 411, 916, NPA 900, IDDD 01+, IDDD 011+, Expanded Local Calling Area for Non-Local Optional Service Subscribers, N11 Service (211, 611, 811)
  - 2) Option #2 Restricted Codes
    - Vacant Code Recording 0-, 0 +, 00-, IDDD 01 +, 976

SERVICETERMS&CONDITIONS

GENERAL EXCHANGE SERVICE (Continued)

F. CallScreeningandRestrictionServices–CustomizedCodeRestriction(CCR)  
(Continued)

2. CustomizedCodeRestrictionOptions(Continued)

a. (Continued)

- 3) Option #3 Restricted Codes
  - Vacant Code Recording 1+,0-,0+,00-,IDDD 011+, MPA 900, Expanded Local Calling Area for Non-Local Optional Service Subscribers
- 4) Option #4 Restricted Codes
  - Vacant Code Recording 976, NPA 900
- 5) Option #5 Restricted Codes
  - Vacant Code Recording 976
- 6) Option #6 Restricted Codes
  - Vacant Code Recording 976, NPA900, N11 Service (211, 611, 811)

3. RatesandCharges

- a. The following rates and charges apply for Option 1 through Option 3 and are in addition to all applicable service charges, monthly rates and nonrecurring charges for exchange lines/trunks and other services or equipment with which they may be associated. Only one option may be provided on a line/trunk or group of lines/trunks.

1) Charges

	<b>Monthly Rate</b>	
(a) Business Line or PBX trunk, each	6.00	(I)

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SERVICETERMS&CONDITIONS

GENERAL EXCHANGE SERVICE (Continued)

F. CallScreeningandRestrictionServices–CustomizedCodeRestriction(CCR)  
(Continued)

3. RatesandCharges(Continued)

b. The following rates and charges apply for Option #4, Option #5, and Option 6\*, \*\*

1) Charges	<b>Monthly Rate</b>
a) Business Line or PBX trunk, each	\$ --

\* Service Charges in Section 4. of this document do not apply when a business customer subscribes to Option # 4, # 5, or # 6. Additionally, nonrecurring rates, recurring rates and service charges for Code Restriction in Sections A12., A110., and A111. of the General Subscriber Services document do not apply when the codes to be restricted are those provided in either Options #4, #5, or #6. If other options are chosen or additional features are being added, all applicable charges will apply.

\*\* On the first occurrence of adjustment due to unauthorized or mistaken 900 and/or 976 service calls, blocking shall be offered to the customer at no charge. However, on the second occurrence of adjustment or customer refusal to pay the 900 and/or 976 service charges, Company initiated blocking may be imposed. The customer will be notified at the time the request for adjustment is being processed.

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SERVICETERMS&CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)

G. CallScreeningandRestrictionServices-Prohibit10XXX

1. GeneralRegulations

- a. Prohibit 10XXX is a service which enables customers to prevent direct dialed and 0+ calls from being placed over their exchange lines/trunks to any Interexchange Carrier (IC) other than the IC to which they have presubscribed for their 1+ calls.
- b. Prohibit 10XXX does not prevent customer access to either local operators or operators of the presubscribed IC. If there is a need to restrict all operator access, see Customized Code Restrictions (CCR).
- c. Prohibit 10XXX is furnished only from central offices equipped for IC Equal Access, where facilities permit, and is provided by means of a fixed recorded announcement. Customers may subscribe to this service alone for each line/trunk, or in addition to Selective Class of Call Screening, Toll Trunks or Customized Code Restriction. Prohibiting 10XXX is available to basic exchange customers with individual line business service or PBX trunks in either flat, message or measured rate service environments at the rates specified.

2. RatesandCharges

- a. The following rates and charges apply for each line or trunk equipped with this service and is in addition to all other applicable service charges, monthly rates and nonrecurring charges for exchange lines/trunks and other services or equipment with which they may be associated. The business rates vary by the quantity of lines or trunks equipped.

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SERVICETERMS&CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)

G. CallScreeningandRestrictionServices-Prohibit10XXX

2. RatesandCharges(Continued)

a. (Continued)

1)	Business	Monthly Rate
a)	1-5 lines/trunks equipped, each	\$ 1.04
b)	0-10 lines/trunks equipped, each	.94
c)	11 + lines/trunks equipped, each	.84

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SERVICETERMS&CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)

H. AlarmCircuit

1. General

An alarm circuit is a two wire line or cable pair provided by the Telephone Company from the customer's premises to a different location (Police Station, customer's location, etc.) within the Exchange Rate Area of the Telephone Company Exchange, over which the customer operates his own alarm equipment.

2. Rates

Alarm Circuit, per cable pair	<u>MonthlyRate</u>
- First Quarter Mile	150% of B-1 rate
- Each additional quarter mile, or fraction thereof	\$1.00

Alarm Circuit, per cable pair, where cable pair does not go through the local exchange central office.	
- First Quarter Mile	150% of B-1 rate
- Each additional quarter mile; or fraction thereof	\$2.00

Installation, Move or Change Charge, Per Cable Pair \$35.00

3. Conditions

- a. The customer will be required to furnish and maintain the circuit closing device and the wiring between this device.
- b. The customer shall indemnify and hold harmless and thereby release the Company from any and all legal or other expenses, claims, costs, losses, suits or judgments for damages or injuries to or deaths of persons, or damages to or destruction of property arising in any way directly or indirectly, by reason of any use by the customer of the facilities provided by the Company.



**SERVICETERMS&CONDITIONS**

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**GENERAL EXCHANGE SERVICE (Continued)**

**I. CircuitRental**

- 1. Local loop rental - Miscellaneous, including Private Line Voice, Teletype, TWX, Data, Metering or Control Channels.
  - a. The following rates apply when necessary facilities are available. When facilities are not available, the customer may be required to pay an additional charge or to contract for service beyond the initial period, or both.
  - b. The total mileage is the sum of the direct route mileage from each point to its serving central office, with fractional 1/4 miles rated as full 1/4 miles, for each two point segment of distance.
  - c. Charges per cable pair, route mileage

	<b>Installation, Move or Change Charge</b>	<b>Monthly Rate</b>
1) First 1/4 mile	\$35.00	150% of B-1
2) Each additional 1/4 mile	N/C	\$1.00
3) For each terminated segment where segments are permanently tied together, combined mileage applies		

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**SERVICETERMS&CONDITIONS**

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**GENERAL EXCHANGE SERVICE (Continued)**

**I. CircuitRental(Continued)**

- 2. Local loop rental - where cable pair does not go through the local exchange central office.
  - a. The following rates apply when necessary facilities are available. When facilities are not available, the customer may be required to pay an additional charge, including construction charges, or to contract for service beyond the initial period, or both.
  - b. The total mileage is the sum of the direct route mileage from the originating point to each serving point, with fractional 1/4 miles rated as full 1/4 miles.
  - c. Charges per cable pair, route mileage

		<b>Installation, Move or Change Charge</b>	<b>Monthly Rate</b>
1)	First 1/4 mile	\$35.00	150% of B-1
2)	Each additional 1/4 mile	N/C	\$1.00

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SERVICETERMS&CONDITIONS

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## GENERAL EXCHANGE SERVICE (Continued)

J. Specialized Types of Equipment

The Telephone Company will obtain, when practical, and install and maintain any specialized types of equipment not covered elsewhere in this document, which the subscriber requests at rates based on original cost and maintenance of the equipment providing it does not, in the opinion of the Telephone Company; interfere with the subscriber's service or the service of other customers.

K. SpecialAssembliesofEquipment1. General

Special assemblies of equipment consist of modification of standard equipment, or special equipment for service arrangements for which provision is not otherwise made in this document. They will be furnished, when practical, by the Company at charges equivalent to the estimated cost of furnishing such equipment and arrangements, if not detrimental to any of the services furnished under the Company's Terms & Conditions document.

2. Rates

**Computation** - Rates for special assemblies are equivalent to the estimated costs of furnishing the special assembly.

Estimate cost consists of an estimate of the total cost to the Company in providing the special assembly including:

Cost of maintenance.

Cost of operation.

Depreciation on the estimated cost installed of any facilities used to provide the special assembly based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.

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SERVICETERMS&CONDITIONS

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## GENERAL EXCHANGE SERVICE (Continued)

K. SpecialAssembliesofEquipment(Continued)2. Rates(Continued)

General administration expenses, including taxes on the basis of average charges for these items.

Any other item of expense associated with the particular situation.

An amount, computed on the estimated cost installed of the facilities used to provide the special assembly, for return on investment.

Estimated cost installed mentioned above includes cost of equipment and materials provided or used plus the estimated cost of installing, including engineering, labor, supervision, transportation, rights-of-way and other items which are chargeable to the capital accounts.

In computing the rates for special assemblies, one of the three rate treatments is used:

- a. Monthly rental and termination agreement with or without an installation charge.
- b. Monthly rental with an installation charge.
- c. Installation charge only.

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SERVICETERMS&CONDITIONS

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## GENERAL EXCHANGE SERVICE (Continued)

L. FlexibleCallForwarding(Continued)1. Applications

Flexible Call Forwarding is an optional network feature available to business subscribers, subject to limitations as defined in 3. following.

2. Description

Flexible Call Forwarding (FCF) and Flexible Call Forwarding - Plus (FCF-Plus) provides customer control for call forwarding capabilities via dial-accessed voice prompt menus. (The Company will provide an Administrative telephone number for such access.) Access to these menus is available from the telephone service on which the FCF feature is provided (the base section), and also from telephone services separate from that base station service. Access from these "separate" services requires a customer-determined password (or PIN). The menus provide access to the following capabilities:

- a. **Forwarding** - Allows the customer to specify a telephone number to which calls incoming to the base station service will be transferred. Most of such use is a "Forward There" application. When the menu is accessed from a separate service, a "Forward Here" feature can be utilized under certain conditions.
- b. **Speed Forwarding** - Allows the customer to set up codes (1-8) for abbreviated dialing of the telephone numbers most often used as the forwarded-to telephone numbers. A "9" speed forwarding code is preset to immediately forward all calls to the customer's Call Rescue location without ringing at the base station.

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**SERVICETERMS&CONDITIONS**

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**GENERAL EXCHANGE SERVICE (Continued)****L. FlexibleCallForwarding(Continued)****2. Description(Continued)**

- c. **Call Rescue** - Allows the customer to specify subsequent routing of an incoming call when the call encounters a "busy" or "no answer" condition at the initial forwarded-to location. The Call Rescue number can be to an alternate telephone number, cellular telephone, pager number, or to an answering service or voice mail service. If the Call Rescue location is not specified, the disposition of the call will be based on the status of the initial forwarded-to number. Call rescue is optional to residential customers only. Audio Calling Name (ACN) is not available at the Call Rescue location.
- d. **Ring Control** - Allows the subscriber to vary the number of rings (1-6) that will be heard at the forwarded-to location before the incoming call is routed to the Call Rescue location. The number of rings that the calling party hears may be higher if ACN is turned on.
- e. **Audio Calling Name** - ACN is an optional feature available with FCF and FCF-Plus which provides an audio message of the calling party's name (except as prevented by call blocking). If the call is delivered by a carrier other than the Company, the customer may hear the calling party's name, city and state, or telephone number, depending on available call data. The calling party will hear ringing until the customer chooses to answer the call or forward it to the Call Rescue number. There is an additional charge for this feature. ACN is only available at the forwarded-to location. Compatibility of Audio Calling Name with answering machines is not guaranteed.
- f. **Administrative Capabilities** - From the voice prompt menu the customer may also change the recorded announcement, the password used for access, the ring cycles and the Speed Forwarding List, and identify cellular or pager telephone numbers where appropriate.

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SERVICETERMS&CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)

L. FlexibleCallForwarding(Continued)

2. Description(Continued)

- g. **Timed Forwarding** - Allows the subscriber to forward calls until a specified time within the next twenty-four hours, after which time calls will no longer be forwarded until the customer activates subsequent forwarding instructions via the FCF menu.
- h. **Priority Screening** - Allows the customer to receive forwarded calls from selected callers, while routing all other calls to Call Rescue. The customer activates this feature, selects and sets up a three-digit code. When activated, calls will be greeted by a message at which point the caller must input the customer-selected three digit code. The call will then ring the forwarded-to number. The customer is responsible for providing the selected callers with the appropriate code. Priority screening functions only when the subscriber has specified a Call Rescue number. Priority Screening is available to residential customers only.
- i. **Flexible Call Forwarding-Plus** - FCF-Plus includes an additional (or "dial around") telephone number and listing, distinctive ringing and all the capabilities of the basic FCF service on the primary number. The optional feature Audio Calling Name (ACN) is also available on the primary number. FCF-Plus allows certain calls to be received at the base station even while forwarding is activated on the primary number. FCF-Plus is available to residential customers only.

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SERVICETERMS&CONDITIONS

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## GENERAL EXCHANGE SERVICE (Continued)

L. FlexibleCallForwarding(Continued)3. RegulationsandLimitationsofService

- a. In addition to the Regulations and Limitations of Service described in this section, the Regulations and Limitations of Service as set forth for other Custom Calling Services features in this document will also apply.
- b. Flexible Call Forwarding is provided subject to availability of technology and facilities.
- c. For billing purposes, the call incoming to the FCF subscriber's location is treated as one call and is billed pursuant to Terms & Conditions applicable for such calls. The "forwarding" call initiated by FCF is treated as a separate call, and is subject to appropriate charges as if the call were initiated directly from the FCF subscriber's line to the forwarded-to location. The forwarded call will be routed to the presubscribed carrier for the FCF subscriber's line appropriate for the type of forwarded call. For billing purposes, where ACN is activated a forwarded call is considered complete if the forwarded-to location returns answer supervision, even in those instances in which the forwarded call is not "answered" or is sent to Call Rescue. Such calls to Call Rescue are also subject to appropriate charges.
- d. Listings for FCF-Plus are subject to regulations specified in Section 2 of this document. Other listings will also be provided under the terms and conditions described in Section 2 of this document.
- e. Service Charges as provided in Section 4 of this document apply except during periods of special promotions.
- f. FCF and FCF-Plus will not be provided on lines equipped with Call Forwarding Variable (CFV), Remote Access-Call Forwarding Variable (RACF), Preferred Call Forwarding (PCF), or Prestige\* Communications Service (PCS) or Back-Up line.

\* Registered Trademark of BellSouth Telecommunications, Inc.

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SERVICETERMS&CONDITIONS

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## GENERAL EXCHANGE SERVICE (Continued)

L. FlexibleCallForwarding(Continued)3. RegulationsandLimitationsofService(Continued)

- g. For calls forwarded via FCF or FCF-Plus, the calling party telephone number will be an FCF Administrative telephone number.
- h. Except during periods of special promotions offered pursuant to this document or where Flexible Call Forwarding is provided as part of some other offering, the service charge for establishment of Flexible Call Forwarding on the customer's line and one month's recurring charge for Flexible Call Forwarding will be waived for the first sixty (60) days of availability in each area. Terms of such special promotions or other offerings as relating to Flexible Call Forwarding will be applied during any period of coincidence between such special promotions or offerings and the first sixty days of availability of Flexible Call Forwarding in a particular area.
- i. Except where facilities permit, FCF or FCF-Plus cannot be used to forward calls requiring an "international" dialing format.
- j. Where FCF or FCF-Plus is provided on a service also subscribed to a Customized Code Restriction (CCR) service which prohibits 1+ calling, the FCF feature may still be programmed to forward to a "1+" location. FCF will take precedence over CCR in such circumstance, and the subscriber will be subject to the appropriate toll charges for such calls, subscription to CCR notwithstanding.
- k. Flexible Call Forwarding is not available on lines served by ESSX\* service, Digital ESSX\* service, MultiServ\* service, MultiServ Plus\* service or Direct-In-Dial (DID) service.

\* Registered Trademark of BellSouth Telecommunications, Inc.

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**SERVICETERMS&CONDITIONS**

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**GENERAL EXCHANGE SERVICE (Continued)****L. FlexibleCallForwarding(Continued)****4. RatesandCharges-IndividualFeatures**

See "Custom Calling Services" for discounts applicable to the subscription rate of selected multiple features for residence customers.

a.	Residence	<b>Monthly Rate</b>
	1) Flexible Call Forwarding	\$ 5.00
	2) Flexible Call Forwarding with Audio Calling Name	\$ 7.00
	3) Flexible Call Forwarding-Plus	\$ 7.00
	4) Flexible Call Forwarding-Plus with Audio Calling Name	\$ 9.00
b.	Business	
	1) Flexible Call Forwarding	\$ 9.00
	2) Flexible Call Forwarding with Audio Calling Name	\$11.00

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SERVICETERMS&CONDITIONS

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## GENERAL EXCHANGE SERVICE (Continued)

M. AsynchronousTransferMode(ATM)Service(Continued)I. General

- a. Asynchronous Transfer Mode (ATM) Service (herein referred to as ATM Service) is a connection-oriented data transport service based on ATM cell-based switching technology.
- b. ATM Service provides flexible connectivity using virtual connections implemented over digital facilities operating at transmission speeds of 1.536 Mbps, 44.210 Mbps, 149.760 Mbps or 599.040 Mbps. This service provides for the switching of symmetrical duplex transmissions of fixed-length ATM cells, utilizing virtual connections. As ATM is a connection-oriented service, to transfer information a virtual connection must be set up across the ATM network. ATM service supports permanent virtual connections.

Information transmitted by ATM Service is segmented into fixed length cells, transported to and re-assembled at the specified destination. An ATM cell has a fixed length of 53 bytes. An ATM cell is broken into two main sections, the header and the payload. The payload is the portion which carries the actual information. The header is used for network functions, such as addressing and error correction.

- c. Network interface specifications for ATM Service are contained in the following documents:

- 1) ATM Forum document, "ATM User-Network Interface Specification" (Versions 3.0 and 3.1). This document may be obtained from:

ATM Forum  
2570 West El Camino Real  
Suite 304  
Mountain View, CA 94040

- 2) BellSouth Technical Reference 73585, "Asynchronous Transfer Mode (ATM) Network Interface and Performance Specifications". This document may be obtained from:

BellSouth Telecommunications, Inc.  
Regional Documentation Coordinator  
20<sup>th</sup> Floor  
600 North 19<sup>th</sup> Street  
Birmingham, AL 35203

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SERVICETERMS&CONDITIONS

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## GENERAL EXCHANGE SERVICE (Continued)

M. AsynchronousTransferMode(ATM)Service(Continued)1. General(Continued)

- d. ATM Service, as provided for in this document's section, is offered for intraLATA and InterLATA use.
  - e. The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this and other Tariffs of the Company.
  - f. The rates and charges set forth for ATM Service provide for the furnishing of service where suitable facilities are available.
  - g. ATM Service is only available when provided in conjunction with Broadband Exchange Line Service. Specifications for Broadband Exchange Line Service are contained in Frame Relay Service.
  - h. ATM Service may be interconnected with Frame Relay Service subject to the provisions set forth in Frame Relay Service.
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**SERVICETERMS&CONDITIONS**

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**GENERAL EXCHANGE SERVICE (Continued)****M. AsynchronousTransferMode(ATM)Service(Continued)****2. Regulations****a. ExplanationofTerms****1) Customer Connection to ATM Service**

The Customer Connection provides the customer with the standard interface to the ATM Service network. This interface receives the data cells from the customer's network or device and verifies that the rate element addressing and traffic parameters are valid before relaying the cell to the specified destination. Included in the Customer Connection rate element are the customer's termination on the ATM Service switching equipment and the transport from the Serving Area Point to the switching equipment. These interfaces connect the ATM Service network with digital facilities operating at transmission speeds of 1.536 Mbps, 44.210 Mbps, 149.760 Mbps or 599.040 Mbps.

**2) ATM Service Network Serving Area**

Certain Company Central Offices are designated by the Company as Serving Area Points for the ATM Service Network Serving Area.

A customer accessing the ATM Service network, whose Serving Wire Center is designated a Serving Area Point, requires a Broadband Exchange Line-Fast Packet Option (FPO) as described in Frame Relay Service. An ATM Service customer, whose Serving Wire Center is not designated a Serving Area Point, will use a Broadband exchange Line Extension-FPO to the Serving Wire Center, as well as, the Broadband Exchange Line Extension-FPO to gain access to the closest designated Serving Area Point.

**3) Permanent Virtual Circuit (PVC)**

A PVC is a software defined data path transporting data within the ATM Service network between two ATM Customer Connections. This data path, once defined in the network software, does not have to be established again. PVCs are end-to-end, bi-directional channels that are established via the service provisioning process.

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**SERVICETERMS&CONDITIONS**

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**GENERAL EXCHANGE SERVICE (Continued)****M. AsynchronousTransferMode(ATM)Service(Continued)****2. Regulations(Continued)****a. ExplanationofTerms(Continued)****4) PVC Service Categories**

PVC Service Categories are established to support the service requirements of various categories of customer applications for ATM PVCs. Four PVC service categories are available. The customer must specify the desired service category for each PVC that is ordered. ATM Service supports the following types of PVC service categories:

- a) **Constant Bit Rate (CBR):** CBR allows for applications where a PVC requires special network timing requirements (i.e., strict PVC cell loss, cell delay and cell delay variation performance). For example, a CBR PVC would be utilized for applications requiring circuit emulation (i.e., a continuously operating logical channel) over ATM Service at transmission speeds comparable to DS1 and DS3. Such applications would include private line like service or voice type service where delays in transmission cannot be tolerated. The customer specifies the bandwidth required for each CBR-RT PVC when it is ordered.
- b) **Variable Bit Rate - Real Time (VBR-RT):** VBR-RT allows for applications where a PVC requires low cell delay variation. For example, VBR-RT would be utilized for applications such as variable bit rate video compression and packet voice and video which are somewhat tolerant of delay. The customer specifies the bandwidth required for each VBR-RT PVC when it is ordered.
- c) **Variable Bit Rate - Non-Real Time (VBR-NRT):** VBR-NRT allows for a PVC that can tolerate larger cell delay variations than VBR-RT. For example, VBR-NRT would be utilized for applications such as data file transfers. The customer specifies the bandwidth required for each VBR-NRT PVC when it is ordered.
- d) **Unspecified Bit Rate (UBR):** UBR allows for a PVC where the user does not require one of the PVC service categories described in 1) through 3) preceding. For example, UBR would be utilized where the customer seeks a low cost method of transporting burst data for non-critical applications that can tolerate delay variations. The Company will attempt to deliver all ATM cells received via UBR PVCs; however, network congestion may result in loss of ATM cells.

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**SERVICETERMS&CONDITIONS**

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**GENERAL EXCHANGE SERVICE (Continued)****M. AsynchronousTransferMode(ATM)Service(Continued)****2. Regulations(Continued)****a. ExplanationofTerms(Continued)****5) PVC Traffic Parameters**

In accordance with the technical specifications for ATM Service set forth in the technical publications referenced in General, Section A., preceding, each non-UBR type PVC has a set of traffic parameters to describe the characteristics of the information being transmitted. Fixed values for these traffic parameters are derived from the PVC bandwidth specified by the customer for each PVC. These parameters are:

- a) **Peak Cell Rate (PCR)** - The PCR, in cells per second, is an upper bound on the source traffic that can be submitted on an ATM Customer Connection. PCR is a traffic parameter considered for both CBR and VBR service categories. PCR is the only traffic parameter considered for a CBR PVC; the equivalent bandwidth per CBR PVC equals the PCR, in cells per second, times 0.000424. PCR is one of three traffic parameters considered for a VBR PVC. For a VBR-RT PVC, unless specified otherwise by the customer, PCR is 200 percent (200%) of the SCR described following. For a VBR-NRT PVC, unless specified otherwise by the customer, PCR is 400 percent (400%) of the SCR described following.
  - b) **Sustainable Cell Rate (SCR)** - The SCR, in cells per second, is an upper bound on the conforming average cell rate of an ATM Customer Connection over time. SCR is a traffic parameter considered only for a VBR PVC. The equivalent bandwidth per VBR-RT PVC is equal to the SCR, in cells per second, times (x) 0.000512. The bandwidth per VBR-NRT PVC is equal to the SCR, in cells per second, times (x) 0.000804.
  - c) **Maximum Burst Size (MBS)** - MBS is the maximum number of consecutive cells that may be transmitted at the peak cell rate. MBS is a traffic parameter considered only for a VBR PVC. For a VBR-RT PVC, the MBS is fixed at 32 cells per second. For a VBR-NRT PVC, the MBS is fixed at 100 cells per second.
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**SERVICETERMS&CONDITIONS**

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**GENERAL EXCHANGE SERVICE (Continued)****M. AsynchronousTransferMode(ATM)Service(Continued)****2. Regulations(Continued)****a. ExplanationofTerms(Continued)****6) PVC Segment**

For ATM Service, the PVC segment defines the logical path between a customer's premises and the ATM Customer Connection on the ATM switch. An ATM PVC segment must be provisioned by the Company via service order activity and remain in place until requested to be removed by the customer. For ATM Service, two PVC segments are mapped together through the ATM switch to create a PVC representing a virtual channel through the ATM network. To allow one customer premises to communicate with another customer premises, two ATM Customer Connections and two PVC segments are required.

**7) PVC Segment Bandwidth** - A PVC Segment Bandwidth Charge is applicable for each CBR or VBR PVC segment. Such non-UBR PVC equivalent bandwidth represents the ATM Service network resources based on the PVC's traffic parameters. The PVC Segment Bandwidth Charge is derived by multiplying the PVC segment's equivalent bandwidth (calculation following) by the appropriate PVC Segment Bandwidth Charge (expressed in megabits or increments of 64 Kbps as described following).

The following calculations are applicable for determining non-UBR PVC segment bandwidth based upon the PVC service category.

- a) CBR equivalent bandwidth is equal to the PCR (cells per second) times 0.000424. PCR is equal to increments of 64 Kbps of equivalent bandwidth times 151, or megabits of equivalent bandwidth times 2358.
  - b) VBR-RT equivalent bandwidth is equal to the SCR (cells per second) times 0.000512. For VBR-RT service, the PCR is fixed at 200 percent (200%) of the SCR and the MBS is fixed at 32 cells per second. SCR is equivalent to increments of 64 Kbps of equivalent bandwidth times 125, or megabits of equivalent bandwidth times 1953.
  - c) VBR-NRT equivalent bandwidth is equal to the SCR (cells per second) times 0.000804. For VBR-NRT service, the PCR is fixed at 400 percent (400%) of the SCR and the MBS is fixed at 100 cells per second. SCR is equal to increments of 64 Kbps of equivalent bandwidth times 80, or megabits of equivalent bandwidth times 1244.
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**SERVICETERMS&CONDITIONS**

**GENERAL EXCHANGE SERVICE (Continued)**

M. AsynchronousTransferMode(ATM)Service(Continued)

2. Regulations(Continued)

a. ExplanationofTerms(Continued)

7) (Continued)

Where the result from the PVC segment equivalent bandwidth calculation is greater than 1.536 Mbps, the value is expressed in units of megabits and (if a fraction of a megabit) is rounded up to the next whole megabit. This bandwidth is multiplied by the Per Megabit Bandwidth Charge.

Where the result from the PVC segment equivalent bandwidth calculation is less than or equal to 1.536 Mbps, that number should be divided by .064 Mbps to arrive at the quantity of 64 Kbps increments. If the resulting number is not a whole number, it should be rounded up to the next whole number and represents the number of 64 Kbps increments that should be utilized in the derivation of the PVC Segment Bandwidth Charge. This bandwidth is multiplied by the Per Increment of 64 Kbps Bandwidth Charge.

The following table illustrates the PVC segment equivalent bandwidth calculation for each non-UBR type PVC with one (1) megabit of bandwidth.

<u>ATM PVC Service Category</u>	<u>Equivalent Bandwidth</u>	<u>Traffic Parameters (Cells per Second)</u>		
		<u>Peak Cell Rate</u>	<u>Sustainable Cell Rate</u>	<u>Maximum Burst Size</u>
CBR	1 Megabit	2358	N/A	N/A
VBR-RT	1 Megabit	3906	1953	32
VBR-NRT	1 Megabit	4975	1244	100

8) **Feature Change Charge**

A Feature Change Charge is a nonrecurring charge which applies whenever a change is made (at the customer's request) to add or change ATM service as specified in Provision of Service, following.

9) **Serving Area Point (SAP)**

A Serving Area Point (SAP) is a Company Central Office that is designated as a member of the ATM Service Network Serving Area. (See the explanation of ATM Service Network Serving Area preceding).

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**SERVICETERMS&CONDITIONS**

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**GENERAL EXCHANGE SERVICE (Continued)****M. AsynchronousTransferMode(ATM)Service(Continued)****2. Regulations(Continued)****b.**

- 1) Detailed monthly billing is not provided.
- 2) Suspension of service is not allowed.
- 3) **Obligations of the Customer and Company**
  - a) The Company is not responsible for the installation, operation, or maintenance of any equipment provided by the customer.
  - b) The Customer is responsible for the provision and maintenance of all Customer Provided Equipment (CPE) and to ensure that the operating characteristics of this equipment are compatible with and do not interfere with the service offered by the Company.
  - c) The maximum number of PVC segments per Customer connection is subject to the characteristics of the customer's data traffic. Thus, the number of PVC segments per Customer connection must be negotiated between the customer and the Company at the establishment of the Customer connection and subsequent to the establishment should the traffic characteristics change.
- 4) In order to maintain the quality of ATM Service, the Company reserves the right to perform a preventive maintenance of software updates to the network. This could result in ATM Service being unavailable during the time period between 2:00 A.M. and 4:00 A.M. Eastern time on any given Wednesday or Sunday morning. However, the Company expects only to utilize this maintenance window for any given switch on the average of once a quarter. In addition, the Company will make every reasonable effort to provide advance notice to those customers likely to be severely affected by such maintenance work. This maintenance window may be adjusted by the Company upon written notice to the customer.
- 5) The minimum service period is 12 months.

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**SERVICETERMS&CONDITIONS**

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**GENERAL EXCHANGE SERVICE (Continued)****M. AsynchronousTransferMode(ATM)Service(Continued)****2. Regulations(Continued)****c. ProvisionofService**

- 1) Rates and charges contained in this Section of the Terms & Conditions document consist of the following elements:

a) **Customer Connection to ATM Service**

The ATM Customer Connection rate element includes the termination on the ATM switching equipment and the transport from ATM Serving Area Points to that switch. A minimum of one Customer connection is required per customer to subscribe to ATM Service.

Rates for an ATM Customer connection at speeds of 1.536 Mbps and 44.210 Mbps are flat rated based upon the average airline distance of ATM Serving Area Points from the ATM switch within a Network Serving Area.

Rates for an ATM Customer connection at speeds of 149.760 Mbps and 599.040 Mbps may include two components. A fixed charge applies per 149.760 Mbps or 599.040 Mbps ATM Customer connections. In addition, a Per Mile Charge applies if the ATM switch is not located in the customer's Serving Wire Center. Airline distance will be calculated from the customer's Serving Area Point to the Company Central Office where the ATM switch is located within that Network Serving Area. Fractions of miles will be rounded up to the nearest whole mile.

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**SERVICETERMS&CONDITIONS**

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**GENERAL EXCHANGE SERVICE (Continued)****M. AsynchronousTransferMode(ATM)Service(Continued)****2. Regulations(Continued)****c. ProvisionofService(Continued)****1) (Continued)****b) PVC Feature Charges**

PVC Feature Charges are required to establish PVC connections across the ATM network.

- (1) **PVC Segment Charge** - A PVC Segment Charge applies for each PVC segment established over a Customer connection. A PVC Segment Charge is applicable under all ATM PVC service categories.
- (2) **PVC Segment Bandwidth Charge** - A PVC Segment Bandwidth Charge is required per PVC segment established under the CBR or VBR PVC service category (but is not applicable to UBR PVCs). PVC bandwidth represents ATM Service network resources required for the non-UBR PVC and is based on the non-UBR PVC's traffic parameters (i.e., PCR, SCR, and MBS). The total charge for this rate element per segment is determined by multiplying the non-UBR PVC segment bandwidth by the PVC Segment Bandwidth Charge, either Per Megabit or Per Increment of 64 Kbps.
- (3) **UBR Service Activation Charge** - A UBR Service Activation Charge is applicable for each Customer connection over which UBR PVCs will traverse. One charge is applicable per Customer connection regardless of how many UBR PVCs will traverse that Customer connection.

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SERVICETERMS&CONDITIONS

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## GENERAL EXCHANGE SERVICE (Continued)

M. AsynchronousTransferMode(ATM)Service(Continued)2. Regulations(Continued)c. ProvisionofService(Continued)

## 1) (Continued)

c) Inter-Network Serving Area Link PVC Feature Charges.

d) **Feature Change Charge**

A Feature Change Charge applies for a customer request to change an existing ATM Service PVC feature from Rates and Charges following, for which there is no nonrecurring charge. (Examples: A Feature Change Charge applies when a customer requests a change in the PVC segment bandwidth required on an existing non-UBR PVC. A Feature Change Charge applies when a customer requests that UBR Service Activation be added to an existing ATM Customer connection which currently is not activated to carry UBR PVCs if the request does not also include an order for a UBR PVC Segment which carries a nonrecurring charge. A customer request to change the service category of an existing CBR PVC to a VBR-RT PVC for which there is a nonrecurring charge.)

Only one Feature Change Charge applies per customer request that involves changes to multiple existing PVCs of the same PVC service category that are provisioned out of the same ATM switch. (For example, one Feature Change Charge would apply per customer request to change the PVC segment bandwidth associated with two existing CBR PVCs provisioned out of the same ATM switch).

- 2) Certain Company Central Offices are designated by the Company as Serving Area Points (SAPs) for the ATM Service Network Serving Area. A customer accessing the ATM Service network, who's Serving Wire Center is designated a SAP, will only require a Broadband Exchange Line-FPO as described in Frame Relay Service. An ATM Service customer, whose Serving Wire Center is not designated a SAP, will require a Broadband Exchange Line-FPO to the Serving Wire Center as well as a Broadband Exchange Line Extension-FPO to gain access to the closest designated SAP.

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SERVICETERMS&CONDITIONS

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## GENERAL EXCHANGE SERVICE (Continued)

M. AsynchronousTransferMode(ATM)Service(Continued)2. Regulations(Continued)c. ProvisionofService(Continued)

- 3) Service Charges for ATM Service are included in the respective nonrecurring charges specified herein.
- 4) Should a customer, having locations in more than one Company ATM Network Serving Area within a LATA, desire to send data traffic between these locations, the customer can interconnect these locations through the following two options:
  - a) **Dedicated Connection:** The customer subscribes to additional Customer connections (in each Network Serving Area) which are enabled to support their inter-serving area connectivity and Broadband Exchange Line Extension-FPOs to connect them. These additional rate elements will be used solely to transport this customer's data traffic between affected ATM Network Serving Areas. PVC Feature Charges apply for PVCs through each connection.
  - b) **Shared Connection:** The Company may establish facilities between ATM Service switching equipment in different Network Serving Area in the same LATA and may allow customers to share bandwidth on these facilities; where these shared facilities are available to customers, a shared connection is an option. The customer must establish one or more Inter-Network Serving Area Links that extend between ATM Switches. One PVC exists between both customer premises through each link. Charges for the Inter-Network Serving Area Link is applied as follows:
    - (1) the Inter-Network Serving Area Link Establishment is charged at each end of the link per PVC,
    - (2) for CBR or VBR PVCs, the appropriate Inter-Network Serving Area Link PVC Bandwidth Charge is applicable for each end of the link per PVC; for UBR PVCs, an Inter-Network Serving Area UBR PVC Service Activation Charge applies per PVC for each end of the link, and
    - (3) no PVC Segment Charges apply.

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SERVICETERMS&CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)M. AsynchronousTransferMode(ATM)Service(Continued)2. Regulations(Continued)c. ProvisionofService(Continued)

- 5) In some cases, the Company and another Incumbent Local Exchange Company that offers ATM technology will jointly connect ATM switching equipment to provide customers the ability to interconnect their locations served by the different companies. In order to utilize the Company's portion of this jointly provided shared connection, the customer must subscribe to one end of an Inter-Network Serving Area Link with either an Inter-Network Serving Area Link PVC Bandwidth Charge (per CBR or VBR PVC) or an Inter-Network Serving Area Link UBR Service Activation Charge (per UBR PVC).
- 6) For customer locations within BellSouth serviced by an Incumbent Local Exchange Company other than BellSouth, the appropriate ATM Customer connection charge for mileage associated with transmission speeds of 149.760 Mbps and 599.040 Mbps will be determined by using the airline distance from the switch location to the Company central office within the ATM Network Serving Area Link which is the closest designated SAP.

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SERVICETERMS&CONDITIONS

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## GENERAL EXCHANGE SERVICE (Continued)

M. AsynchronousTransferMode(ATM)Service(Continued)2. Regulations(Continued)d. ContractPlans

- 1) Contract plans are available under conditions specified in the Fast Packet Services Payment Plan (SPP), in Frame Relay Service, with contract periods described as follows:
  - a) **Term Payment Plan A** - payment periods may be selected from 12 to 36 months.
  - b) **Term Payment Plan B** - payment periods may be selected from 37 to 60 months.
- 2) Provided the applicable conditions set forth in Frame Relay Service are satisfied, a Termination Liability Charge will not be applicable at the date of termination, if prior to fulfilling the period of the contract plan.
  - a) the customer terminates or disconnects 1.536 Mbps ATM Service for customer requested changes to MegaLink<sup>(R)</sup> service under a contract plan<sup>1</sup>, or
  - b) the customer terminates or disconnects 44.210 Mbps ATM Service for customer requested changes to LightGate<sup>(R)</sup> service or SmartRing<sup>(R)</sup> service under a contract plan<sup>1</sup>, or
  - c) the customer requests a change to another speed (either the next lower speed available or any speed higher) of ATM Service under a contract plan<sup>2</sup>, or
  - d) the customer requests a change from ATM service to either Frame Relay Service, CDS or NMLI service at the same speed, any higher speed or the next available lower speed under a contract plan<sup>1</sup>.
- 3) To be included under a Fast Packet Services Payment Plan, PVC Features must be associated with Customer connections under a Fast Packet SPP. The length of the Fast Packet SPP for the PVC Features cannot be for a longer period than the associated Customer connection. A Termination Liability Charge will not be applicable for the disconnection of PVC Features set forth in Rates and Charges that are selected under the Fast Packet SPP.

<sup>(R)</sup> Registered Service Mark of BellSouth Corporation

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<sup>1</sup> Full nonrecurring charges apply for the installation of the new service requested.

<sup>2</sup> Full nonrecurring charges apply for the installation of the new speed ATM service.

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SERVICE TERMS & CONDITIONS

GENERAL EXCHANGE SERVICE (Continued)

M. Asynchronous Transfer Mode (ATM) Service (Continued)

3. Rates and Charges

a. **Customer Connection to ATM Service**

		Nonrecurring <u>Charge</u>	Month to <u>Month</u>	A 12 to 36 <u>Months</u>	B 37 to 60 <u>Months</u>
1)	1.536 Mbps ATM Service				
	a) Per Customer Connection	ICB	ICB	ICB	ICB
2)	44.210 Mbps ATM Service				
	a) Per Customer Connection	ICB	ICB	ICB	ICB
3)	149.76 Mbps ATM Service				
	a) Per Customer connection	ICB	ICB	ICB	ICB
	b) Per Mile, or fraction thereof <sup>1</sup>	ICB	ICB	ICB	ICB
4)	599.040 Mbps ATM Service				
	a) Per Customer Connection	ICB	ICB	ICB	ICB
	b) Per Mile, or fraction thereof <sup>1</sup>	ICB	ICB	ICB	ICB

<sup>1</sup> Mileage based upon the airline distance of the customer's Serving Area Point from the Company Central Office where the ATM switch is located within that Network Serving Area. A Per Mile Charge does not apply if the ATM switch is located in the customer's serving wire center.

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SERVICE TERMS & CONDITIONS

GENERAL EXCHANGE SERVICE (Continued)

M. Asynchronous Transfer Mode (ATM) Service (Continued)

3. Rates and Charges (Continued)

b. **PVC Feature Charges**

	<u>Nonrecurring Charge</u>	<u>Month to Month</u>	<u>A 12 to 36 Months</u>	<u>B 37 to 60 Months</u>
1) Constant Bit Rate (CBR) Service Category				
a) PVC Segment Charge, Per Segment	ICB	ICB	ICB	ICB
b) Per Megabit <sup>2</sup> Bandwidth Charge, Per Segment	ICB	ICB	ICB	ICB
c) Per Increment of 64 Kbps <sup>3</sup> Bandwidth Charge, Per Segment	ICB	ICB	ICB	ICB
2) Variable Bit Rate - Real Time (VBR-RT) Service Category				
a) PVC Segment Charge, Per Segment	ICB	ICB	ICB	ICB
b) Per Megabit Bandwidth Charge, Per Segment	ICB	ICB	ICB	ICB
c) Per Increment of 64 Kbps Bandwidth Charge, Per Segment	ICB	ICB	ICB	ICB
3) Variable Bit Rate - Non Real- Time (VBR-NRT) Service Category				
a) PVC Segment Charge, Per Segment	ICB	ICB	ICB	ICB
b) Per Megabit Bandwidth Charge, Per Segment	ICB	ICB	ICB	ICB
c) Per Increment of 64 Kbps Bandwidth, Per Segment	ICB	ICB	ICB	ICB
4) PVC Segment Charge, Per PVC Segment	ICB	ICB	ICB	ICB
Per Customer Connection				
a) 1.536 Mbps UBR Service Activation Charge	ICB	ICB	ICB	ICB
b) 44.210 Mbps UBR Service Activation Charge	ICB	ICB	ICB	ICB
c) 149.760 Mbps UBR Service Activation Charge	ICB	ICB	ICB	ICB
d) 599.040 Mbps UBR Service Activation Charge	ICB	ICB	ICB	ICB

<sup>2</sup> The per Megabit Bandwidth Charge is applicable per PVC segment for PVCs with bandwidth greater than 1.536 Mbps

<sup>3</sup> The per increment of 64 Kbps Bandwidth Charge is applicable per PVC segment for PVCs with bandwidth less than or equal to 1.536 Mbps.

SERVICE TERMS & CONDITIONS

GENERAL EXCHANGE SERVICE (Continued)

M. Asynchronous Transfer Mode (ATM) Service (Continued)

3. Rates and Charges (Continued)

b. **PVC Feature Charges (Continued)**

5) Inter-Network Service Area Link PVC Feature Charges

a) Inter-Network Serving Area Link PVC Establishment Charge,  
Per End of Link, Per PVC

**Nonrecurring  
Charge**  
\$35.00

(1) Per establishment

	<u>Nonrecurring Charge</u>	<u>Month to Month</u>	<u>A 12 to 36 Months</u>	<u>B 37 to 60 Months</u>
6) CBR PVC Bandwidth Charge,				
a) Per PVC per Megabit <sup>1</sup> , Per End of Link, or	ICB	ICB	ICB	ICB
b) Per Increment of 64 Kbps <sup>2</sup> , per End of Link	ICB	ICB	ICB	ICB
7) VBR-RT PVC Bandwidth Charge, Per PVC				
a) Per Megabit <sup>1</sup> Per End of Link, or	ICB	ICB	ICB	ICB
b) Per Increment of 64 <sup>2</sup> Kbps, per End of Link	ICB	ICB	ICB	ICB
8) VBR-NRT PVC Bandwidth Charge, Per PVC				
a) Per Megabit <sup>1</sup> per End of Link, or	ICB	ICB	ICB	ICB
b) Per Increment of 64 <sup>2</sup> Kbps, per End of Link	ICB	ICB	ICB	ICB
9) UBR PVC Service Activation Charge, Per PVC				
a) Per End of Link	ICB	ICB	ICB	ICB

c. **Feature Change Charge**

1) Per Occurrence	<b>Nonrecurring Charge</b>
a) Per Feature	ICB

<sup>1</sup> The per Megabit Bandwidth Charge is applicable per PVC Segment for PVCs with bandwidth greater than 1.526 Mbps

<sup>2</sup> The per Increment of 64 Kbps Bandwidth Charge is applicable per PVC Segment for PVCs with bandwidth less than or equal to 1.536 Mbps

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**SERVICETERMS&CONDITIONS**  
**GENERAL EXCHANGE SERVICE (Continued)**

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N. FrameRelayService

1. General

- a. Frame Relay Service is a connection-oriented data transport service based on packet switching technology.
- b. Frame Relay Service provides flexible connectivity using Permanent Virtual Circuits (PVCs) implemented over digital facilities operating at transmission speeds of 56 Kbps, 64 Kbps, 128 Kbps, 1.536 Mbps or 44.210 Mbps.
- c. Network interface specifications for Frame Relay Service are contained in the following documents:

ANSI T1.617-1991, "Integrated Services Digital Network (ISDN) - Digital Subscriber Signaling System No. 1 (DSS1)

"Signaling Specification for Frame Relay Service", American National Standards Institute, April 1991 and ANSI T.1618-1991, "Integrated Services Digital Network (ISDN) - Core Aspects of Frame Relay Protocol for use with Frame Relay Bearer Service", American National Standards Institute, April 1991. Both of these documents may be ordered from:

American National Standards Institute  
Customer Service  
11 West 42<sup>nd</sup> Street  
New York, NY 10036

- d. Document No. 001-208966, "Frame Relay Specifications with Extension Based on Proposed T1S1 Standards", Revision 1.0, Digital Equipment Corporation, Northern Telecom, Inc., and StrataCom, Inc., September 1990. This document may be ordered from:

Frame Relay Forum  
39355 California Street, Suite 307  
Freemont, CA 94538-1447

- e. TR-73587 Frame Relay Service Interface and Performance Specifications. This document may be ordered from:

BellSouth Telecommunications, Inc.  
Regional Documentation Coordinator  
20<sup>th</sup> Floor  
600 North 19<sup>th</sup> Street  
Birmingham, AL 35203

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## SERVICE TERMS &amp; CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)N. FrameRelayService(Continued)1. General(Continued)

- f. Frame Relay Service, as provided for in this Section, is offered for intraLATA and InterLATA use.
- g. The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this and other Tariffs of the Company.
- h. The rates and charges set forth for Frame Relay Service provide for the furnishing of service where suitable facilities are available.
- i. Frame Relay Service is only available when provided in conjunction with Broadband Exchange Line Service. Broadband Exchange Line Service provides the customer with a local connection to high speed frame or cell-based switched services.

2. Regulationsa. ExplanationofTerms1) **Customer Connection to Frame Relay Service**

The Customer Connection provides the customer with the standard interface to the Frame Relay Service network. This interface receives the data frame from the customer's network or device and verifies that the DLCI is valid before relaying the frame to the destination. Included in the Customer Connection are the customer's termination on the Frame Relay Service switching equipment, the transport from the Serving Area Point to the switching equipment, and the first DLCI. These interfaces connect to the Frame Relay Service network with digital facilities operating at transmission speeds of 56 Kbps, 64 Kbps, 128 Kbps, 1.536 Mbps, or 44.210 Mbps.

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**SERVICETERMS&CONDITIONS****GENERAL EXCHANGE SERVICE (Continued)**N. FrameRelayService(Continued)2. Regulations(Continued)a. ExplanationofTerms(Continued)2) **Frame Relay Service Network Serving Area**

Certain Company Central Offices are designated by the company as Serving Area Points for the Frame Relay Service Network Serving Area. A customer accessing the Frame Relay Service network, whose Serving Wire Center is designated a Serving Area Point, requires a Broadband Exchange Line-Fast Packet Option (FPO) as described in this Document. A Frame Relay Service customer, whose Serving Wire Center is not designated a Serving Area Point, will use a Broadband Exchange Line-FPO to the Wire Center, as well as the Broadband Exchange Line Extension-FPO to gain access to the closest designated Serving Area Point.

3) **Permanent Virtual Circuit (PVC)**

A software defined data path transporting data within the Frame Relay Service network between two Customer Connections. This data path, once defined in the network software, does not have to be established again. PVCs are end-to-end, bi-directional channels that are established via the service provisioning process.

4) **Data Link Connection Identifier**

The Frame Relay standard specifies an address field called the Data Line Connection Identifier (DLCI). The DLCI specifies a connection. When any two DLCIs are mapped together, a PVC can be created.

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SERVICETERMS&CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)

N. FrameRelayService(Continued)

2. Regulations(Continued)

a. ExplanationofTerms(Continued)

5) **Committed Information Rate (CIR)**

Committed Information Rate is a feature that enables the customer to select a sustained throughput under normal conditions. A CIR must be selected for each DLCI. A CIR selected with a value greater than zero has a separate charge from any DLCI charges. Frames submitted at a rate above the subscribed CIR will be marked "discard eligible" (DE) and, should network congestion occur, are subject to being dropped by the network. If CIR is set equal to zero, then all frames will be marked DE. However, in the absence of network congestion, DE marked frames will be transported with the same reliability as frames not marked DE within a single, Company Frame Relay Switch. The CIR value selected cannot exceed the minimum transmission speed of the link at either end of the PVC.

6) **Feature Change Charge**

In addition to any specific optional feature charges, a Feature Change Charge applies whenever a change is made (at the customer's request) to a single optional feature for a single customer within a single network configuration on a single switch within a single jurisdiction. Although multiple changes may be caused by such actions, only one Feature Change Charge will apply.

A Feature Change Charge is applicable if the "first" DLCI, the one included with the Customer Connection, is modified.

Feature Change Charges apply as specified in this document for specific activities associated with Frame Relay Back-Up Capability.

SERVICETERMS&CONDITIONSGENERAL EXCHANGE SERVICE (Continued)N. FrameRelayService(Continued)2. Regulations(Continued)a. ExplanationofTerms(Continued)7) **Serving Area Point (SAP)**

A Company Central Office that is designated as a member of the Frame Service Network Serving Area. (See the definition of Frame Relay Service Serving Area preceding.)

8) **Back-up Capability**

Back-up Capability is available on an optional basis and provides the customer with the ability to have a back-up logical port configured to his service needs in the event that the customer's primary connection is disabled. A Back-Up Frame Relay Customer Connection utilizes a Broadband Exchange Line (with Broadband Exchange Line Extension Service, as appropriate). Both the Back-Up Frame Relay Customer Connection and its associated Broadband Exchange Line Service are specifically dedicated to providing back-up service and remain idle except when being utilized for back-up purposes.

The customer must prearrange with the Company which primary Frame Relay Customer Connection(s) may be directed to a specific Back-Up Frame Relay Customer Connection so that the necessary work is done by the Company which is required prior to back-up capability being possible. A Frame Relay Customer Connection so identified which may be redirected in the event of a failure is referred to as a back-up enabled primary connection. A back-up enabled primary connection may have only one Back-Up Frame Relay Customer Connection identified; however, a Back-Up Relay Customer Connection may serve as the back-up for more than one back-up enabled primary connection

The Back-Up Frame Relay Customer Connection is manually activated by the Company when the customer requests service from a back-up enabled primary connection to be redirected to its pre-identified back-up connection. All DLCIs associated with the primary customer connection are rerouted to the back-up connection. In the event that the customer chooses to utilize a Back-Up Frame Relay Customer Connection which is of a lower speed than the primary connection, network congestion may be encountered which may result in packets of data being discarded.



TELEPAK NETWORKS, INC.

SERVICETERMS&CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)

N. FrameRelayService(Continued)

2. Regulations(Continued)

a. ExplanationofTerms(Continued)

9) **Broadband Exchange Line-Fast Packet Option (FPO)**

When a customer's Serving Wire Center is not A Serving Area Point, a Broadband Exchange Line Extension is used to connect the Serving Wire Center to the closest Serving Area Point The Broadband Exchange Line Extension is associated with a Broadband Exchange Line. The Broadband Exchange Line Extension is measured on a per mile basis in airline miles from a Central Office that is not a Serving Area Point to a Serving Area Point.

b. BasisofOffering

1) Detailed monthly billing is not provided.

2) Suspension of service is not allowed.

3) **Obligations of Customer and Company**

a) The Company is not responsible for the installation, operation, or maintenance of any equipment provided by the customer.

b) The customer is responsible for the provision and maintenance of all Customer Provided Equipment (CPE) and to ensure that the operating characteristics of this equipment are compatible with and do not interfere with the service offered by the Company.

c) The maximum number of DLCIs per Customer Connection is subject to the characteristics of the customer's data traffic. Thus, the number of DLCIs per Customer Connection must be negotiated between the customer and the Company at the establishment of the Customer Connection and subsequent to the establishment should the traffic characteristics change. A maximum of 250 DLCIs may be established across a single Customer Connection.

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**SERVICETERMS&CONDITIONS****GENERAL EXCHANGE SERVICE (Continued)**N. FrameRelayService(Continued)2. Regulations(Continued)b. BasisofOffering(Continued)3) **Obligations of Customer and Company (Continued)**

d) The Company is authorized to provide Frame Relay Service for use in application testing subject to the regulations set forth as follows:

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

- (1) The specific quantity of each service that may be utilized in an application test without charge is listed in the specific tariff for that service or as specifically set forth in a Special Service Arrangement agreement for an untariffed service which meets the criteria set forth in this Application Testing Tariff. Services to be provided in an application test are subject to the availability of facilities and equipment as determined by the company.
- (2) Services that are utilized in an application test with a customer may be provided without charge for an application test period of up to sixty (60) days. Such service is provided for the specific purpose of conducting an application test with a customer and is not intended to be utilized as a substitute for temporary service.

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SERVICETERMS&CONDITIONSGENERAL EXCHANGE SERVICE (Continued)N. FrameRelayService(Continued)2. Regulations(Continued)b. BasisofOffering(Continued)

## 3) (Continued)

d) Upon completion of the application test where the customer determines that the performance of the services utilized are unacceptable for the application, the application test service will be removed without charge to the customer. Such service shall be disconnected by the Company no later than the first day following the sixtieth day of the application test.

(3) Upon completion of the application test where the customer determines that the performance of the services utilized are acceptable for the application and no changes to the test service configuration are required, the customer will be billed the appropriate nonrecurring charges for the test service and monthly billing will begin at that time.

(4) Upon completion of the application test where the customer determines that the performance of the services utilized are acceptable for the application, however, the test service configuration must be changed, the customer shall be responsible for both the appropriate nonrecurring charges for the application test service plus all appropriate charges for the rearrangement of the service. Monthly billing shall begin for the rearranged service.

Up to four (4) Customer Connections, with not more than three (3) Customer Connections operating at the same transmission speeds, may be utilized in a typical applications test configuration. The Company is authorized to deviate from this average in order to fully participate in an application test with a customer who cannot otherwise be performed to the customer's satisfaction. Application testing is not available for 44.210 Mbps Customer Connections.

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SERVICETERMS&CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)N. FrameRelayService(Continued)2. Regulations(Continued)b. BasisofOffering(Continued)

## 3) (Continued)

- e) In order to maintain the quality of Frame Relay Service, the Company reserves the right to perform preventive maintenance of software updates to the network. This could result in Frame Relay Service being unavailable during the time period between 2:00 A.M. and 4:00 A.M. Eastern Time on any given Wednesday or Sunday morning. However, the Company only expects to utilize this maintenance window for any given switch on the average of once a quarter. In addition, the Company will make every reasonable effort to provide advance notice to those customers likely to be severely affected by such maintenance work. This maintenance window may be adjusted by the Company upon written notice to the customer.
- f) The minimum service period is one (1) month.

## SERVICE TERMS &amp; CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)N. FrameRelayService(Continued)2. Regulations(Continued)c. ProvisionofService

- 1) Rates and charges contained in this Section consist of the following elements:
    - a) Customer Connection to Frame Relay Service
    - b) Frame Relay Service Features
  - 2) Certain Company Central Offices are designated by the Company as Serving Area Points (SAPs) for the Frame Relay Service Network Serving Area. A customer accessing the Frame Relay Service Network, whose Serving Wire Center is designated a SAP, will only require a Broadband Exchange Line-FPO as described in this document. A Frame Relay Service customer, whose Serving Wire Center is not designated a SAP, will require a Broadband Exchange Line-FPO to the Serving Wire Center, as well as, a Broadband Exchange Line Extension-FPO to gain access to the closest designated SAP.
  - 3) The Customer Connection rate element includes the customer's transport from a Serving Area Point to the Frame Relay Service switching equipment, the customer's termination on the Frame Relay Service switching equipment, and one DLCI.
  - 4) Service Charges for Frame Relay Service are included in the respective nonrecurring charges specified herein. Service Charges are not applicable.
  - 5) Should a customer, having locations in more than one Frame Relay Network Serving Area desire to send data traffic between these locations, the customer can interconnect these locations through the following two options:
    - a) **Dedicated Connection:** The customer subscribes to additional Customer Connections (in each Network Serving Area) which are enabled to support inter-serving area connectivity and Broadband Exchange Line Extension-FPOs to connect them. These additional rate elements will be used solely to transport this customer's data traffic between affected Frame Relay Network Serving Areas. Feature Charges apply for DLCI and CIR associated with PVCs through each connection.
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SERVICETERMS&CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)

N. FrameRelayService(Continued)

2. Regulations(Continued)

c. ProvisionofService(Continued)

5) (Continued)

b) **Shared Connection:** The Company may establish facilities between Frame Relay Service switching equipment in different Network Serving Areas and may allow customers to share bandwidth on these facilities; where these shared facilities are available to customers, a shared connection is an option. The customer must establish one or more Inter-Network Serving Area Links that extend between Frame Relay Switches. Each of these links has an associated CIR. One PVC exists between both customer premises through each link. All CIRs on this PVC must have the same value. Charges for the Inter-Network Serving Area Link are applied as follows:

- (1) the Inter-Network Serving Area Link Establishment is charged at each end of the link,
- (2) the Inter-Network Serving Area Link CIR is charged at each end of the link, and
- (3) no DLCI charges apply.

6) In some cases, the Company and another Incumbent Local Exchange Company that offers Frame Relay technology will jointly connect Frame Relay switching equipment to provide customers the ability to interconnect their locations served by the different companies. In order to utilize the Company's portion of this jointly provided shared connection, the customer must subscribe to one end of an Inter-Network Serving Area Link and the associated CIR.

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SERVICETERMS&CONDITIONSGENERAL EXCHANGE SERVICE (Continued)N. FrameRelayService(Continued)2. Regulations(Continued)c. ProvisionofService(Continued)

- 7) Based upon Frame Relay Forum Implementation Agreement 5, a Frame Relay end user may send data from a premises location with a Frame Relay User Network Interface (UNI) or a Network to Network Interface (NNI) to another premise with an Asynchronous Transfer Mode (ATM) Service UNI. The Frame Relay data is essentially encapsulated in the ATM Service bit stream and must be retrieved by the end-user's CPE as Frame Relay. To enable this feature, the customer must establish one or more Frame Relay/ATM interworking links that extend between the Frame Relay and ATM Switches. Each of these links has an associated CIR. One PVC exists between these switches through this link. All CIRs on this PVC must have the same value. The following charges apply for this Frame Relay/ATM Network Interworking feature:
- a) the Inter-Network Serving Area Link Establishment is charged at each end of this link, and
  - b) the Inter-Network Serving Area Link CIR is charged at each end of this link, and
  - c) no DLCI charges apply.
- 8) To have Back-Up Capability as an option, the customer is required to have a Back-Up Frame Relay Customer Connection and a separate Broadband Exchange Line (with Broadband Exchange Line Extension Service, as appropriate) which are designated specifically for back-up purposes. Monthly Rates and nonrecurring charges applicable for a Back-Up Frame Relay Customer Connection are provided in Rates and Charges following. Monthly rates and nonrecurring charges for Broadband Exchange Line Service are found in Rates and Charges following.

The activation of a Back-Up Frame Relay Customer Connection via the rerouting of traffic from a back-up enabled primary connection to the back-up is a manual operation performed by the Customer at the direction of the customer; a Feature Change Charge applies per request. At the direction of the customer, the Company will subsequently then redirects traffic from the Back-Up Frame Relay Customer Connection to the primary connection; a Feature Change Charge applies per request.

## SERVICE TERMS &amp; CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)N. FrameRelayService(Continued)2. Regulations(Continued)c. ProvisionofService(Continued)

## 8) (Continued)

A Feature Change Charge is applicable for each DLCI on an existing Customer Connection which is requested by the customer to be back-up enabled. A Feature Change Charge is applicable for each DLCI on an existing back-up enabled primary connection when the customer requests a reassignment of that primary connection to a different back-up connection.

d. ContractPlans

- 1) Contract plans are available under conditions specified in the Fast Packet Services Payment Plan as follows:
  - a) The regulations specified herein are applicable to specific services as indicated in each service's respective subsection of this document.
  - b) Services furnished under the Fast Packet Services Payment Plan (Fast Packet SPP) are subject to all general regulations applicable to the provision of service by the Company as stated elsewhere in this document except as noted herein.
  - c) The Fast Packet SPP is a payment plan which allows customers to pay fixed or variable rates for Fast Packet Transport Services over variable contractual payment periods. A specific monthly rate applies for the duration of each period. Payment periods for each Fast Packet Transport Service will be described in that service's specific tariff section. The following contract period are described as follows:
    - (1) **Term Payment Plan A** - payment periods may be selected from 12 to 36 months.
    - (2) **Term Payment Plan B** - payment periods may be selected from 37 to 60 months.
  - d) When the customer orders service to be provided under a Fast Packet SPP arrangement, the customer must designate to the Company the payment plan and the service period desired.



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SERVICETERMS&CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)

N. FrameRelayService(Continued)

2. Regulations(Continued)

d. ContractPlans(Continued)

- 2) Provided the application conditions set forth in Application of Rates and Charges following are satisfied, a Termination Liability Charge will not be applicable at the date of termination, if prior to fulfilling the period of the contract plan:
  - a) the customer terminates or disconnects Frame Relay Service for customer requested changes to SynchroNet<sup>(R)</sup> service or MegaLink<sup>(R)</sup> service under a contract plan<sup>1</sup> or
  - b) the customer requests a change to another speed (higher or lower) of Frame Relay Service under a contract plan<sup>2</sup>, or
  - c) the customer requests a change from Frame Relay Service to CDS, ATM Service or NMLI service at the same, lower or higher speed under a contract plan<sup>1</sup>.

(R) Registered Service Mark of BellSouth Corporation

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<sup>1</sup> Full nonrecurring charges apply for the installation of the new service requested.

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<sup>2</sup> Full nonrecurring charges apply for the installation of the new speed Frame Relay Service Requested

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**SERVICETERMS&CONDITIONS**

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**GENERAL EXCHANGE SERVICE (Continued)****N. FrameRelayService(Continued)****3. ApplicationofRatesandCharges**

- a. Rates stabilized under a Fast Packet SSP arrangement are exempt from Company initiated increases; however, decreases to any rate element will automatically flow through to the customer.
- b. Termination Liability Charge
  - 1) In the event that all or any part of a service is disconnected at customer request prior to expiration of any selected payment period of greater than one month's duration, the customer will be required to pay a Termination Liability Charge, unless conditions specified in Contract Plans preceding are met.
    - a) The Termination Liability Charge is determined by multiplying the number of months remaining in the contract payment period by the contracted monthly rate by 90 percent.
    - b) For example, a customer subscribes to a Fast Packet Transport Service using Term Payment Plan B and selects the 30 month payment period. After 12 months, the customer chooses to terminate service. The Termination Liability Charge is calculated by multiplying 18 months (30 months - 12 months) by the monthly rate by 90 percent.
- c. When customers renew or change the length of their payment period, the rates applicable for the new period are those currently in effect at the time of the renewal or change in the length of the payment period. A service order charge will not be applicable for such renewals or changes to the payment period.
- d. Customer requests for inside moves of service will not affect the contractual period.
- e. A change in jurisdiction will not constitute a disconnect of service provided the new Fast Packet SSP arrangement is at least the minimum number of months allowable under Term Payment A (as defined in the Fast Packet Transport Service's specific tariff section) or equals/exceeds the remaining service period, whichever is greater, provided the new Fast Packet SPP arrangement is for the same customer at the same location for the same capacity service.

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SERVICETERMS&CONDITIONS

GENERAL EXCHANGE SERVICE (Continued)

N. FrameRelayService(Continued)

3. ApplicationofRatesandCharges(Continued)

f. When a tariffed service under a Fast Packet SPP arrangement is disconnected prior to the expiration of a selected service period as a result of a customer requested change of a Fast Packet Transport Service which is specifically allowed without Termination Liability Charge as set forth in that service's tariff or of a change of tariff jurisdiction, Termination Liability Charges will not apply when:

- 1) the completed service period is at least the minimum number of months allowable under the specific service's Term Payment Plan A or twenty-five percent of the length of the originally selected Fast Packet SPP service period, whichever is greater, and
- 2) the service period of the new Fast Packet SPP arrangement is at least the minimum number of months allowable under Term Payment Plan A (as defined in the service's specific tariff section) or equals/exceeds the remaining service period of the disconnected arrangement, whichever is greater, and
- 3) the service orders to install the new service and disconnect the old service are related together and there is no lapse in service between installation of the new service and disconnection of the existing, and
- 4) the service orders are for the same customer at the same location.



SERVICE TERMS & CONDITIONS

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.GENERAL EXCHANGE SERVICE (Continued)

N. FrameRelayService(Continued)

3. ApplicationofRatesandCharges(Continued)

g. Fast Packet Option

1) Broadband Exchange Line-FPO

		<u>Nonrecurring</u>	<u>Month</u>	<u>A</u>	<u>B</u>
		<u>Charge</u>	<u>to</u>	<u>12 to 36</u>	<u>37 to 60</u>
			<u>Month</u>	<u>Months</u>	<u>Months</u>
a)	56 Kbps	ICB	ICB	ICB	ICB
b)	64 Kbps	ICB	ICB	ICB	ICB
c)	128 Kbps (2B1Q)	ICB	ICB	ICB	ICB
d)	1.536 Mbps	ICB	ICB	ICB	ICB
e)	44.210 Mbps	ICB	ICB	ICB	ICB
f)	149.760 Mbps	ICB	ICB	ICB	ICB
g)	599.040 Mbps	ICB	ICB	ICB	ICB

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SERVICE TERMS & CONDITIONS

GENERAL EXCHANGE SERVICE (Continued)

N. FrameRelayService(Continued)

3. ApplicationofRatesandCharges(Continued)

h. Customer Connection to Frame Relay Service

- 1) A minimum of one Customer Connection is required per customer to subscribe to Frame Relay Service. Each Customer Connection includes one DLCI.

	<u>Month Nonrecurring Charge</u>	<u>A to Month</u>	<u>B 12 to 36 Months</u>	<u>37 to 60 Months</u>
		ICB		
a) at 56 Kbps	ICB	ICB	ICB	ICB
b) at 64 Kbps	ICB	ICB	ICB	ICB
c) at 112 Kbps	ICB	ICB	ICB	ICB
d) at 128 Kbps	ICB	ICB	ICB	ICB
e) at 192 Kbps	ICB	ICB	ICB	ICB
f) at 256 Kbps	ICB	ICB	ICB	ICB
g) at 320 Kbps	ICB	ICB	ICB	ICB
h) at 384 Kbps	ICB	ICB	ICB	ICB
i) at 448 Kbps	ICB	ICB	ICB	ICB
j) at 512 Kbps	ICB	ICB	ICB	ICB
k) at 576 Kbps	ICB	ICB	ICB	ICB
l) at 640 Kbps	ICB	ICB	ICB	ICB
m) at 704 Kbps	ICB	ICB	ICB	ICB
n) at 768 Kbps	ICB	ICB	ICB	ICB
o) at 1024 Kbps	ICB	ICB	ICB	ICB
p) at 1152 Kbps	ICB	ICB	ICB	ICB
q) at 1.536 Mbps	ICB	ICB	ICB	ICB
r) at 44.210 Mbps	ICB	ICB	ICB	ICB

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SERVICE TERMS & CONDITIONS

GENERAL EXCHANGE SERVICE (Continued)

N. FrameRelayService(Continued)

3. ApplicationofRatesandCharges(Continued)

i. Back-UpCapability

On an optional basis a customer may choose to have Back-Up Capability for their Frame Relay Service. A minimum of one Back-Up Frame Relay Customer Connection is required in order to have Back-Up Capability. (Provisioning Basic Class of Service: FPLBN)

1) Back-Up Frame Relay Customer Connection

	Nonrecurring <u>Charge</u>	Month to <u>Month</u>	A 12 to 36 <u>Months</u>	B 37 to 60 <u>Months</u>
a) at 56 Kbps	ICB	ICB	ICB	ICB
b) at 64 Kbps	ICB	ICB	ICB	ICB
c) at 1.536 Mbps	ICB	ICB	ICB	ICB
d) at 44.210 Mbps	ICB	ICB	ICB	ICB

j. FrameRelayServiceFeatureCharges

1) DCLI,

a) Per DCLI

0 Kbps	ICB
1 thru 32 Kbps	ICB
33 thru 56 Kbps	ICB
57 thru 64 Kbps	ICB
65 thru 128 Kbps	ICB
129 thru 256 Kbps	ICB
257 thru 384 Kbps	ICB
385 thru 512 Kbps	ICB
513 thru 768 Kbps	ICB
769 thru 1.536 Kbps	ICB
1.537 thru 4 Mbps	ICB
4.1 thru 10 Mbps	ICB
10.1 thru 16 Mbps	ICB
16.1 thru 34 Mbps	ICB
34.1 thru 44.210 Mbps	ICB

2) Committed Information Rate (CIR)      Nonrecurring Monthly  
Charge      Rate

a) Each      ICB      ICB

b) The chosen CIR cannot exceed the minimum transmission speed of the link at either end of the PVC.

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SERVICETERMS&CONDITIONS  
GENERAL EXCHANGE SERVICE (Continued)

N. Frame Relay Service (Continued)

3. Application of Rates and Charges (Continued)

j. Frame Relay Service Feature Charges (Continued)

3) Inter-Network Serving Area Link

	Nonrecurring Charge	Monthly Rate
a) Per End of Link, per establishment	<u>ICB</u>	<u>ICB</u>
b) CIR		
0 thru 32 Kbps	ICB	ICB
33 thru 56 Kbps	ICB	ICB
57 thru 64 Kbps	ICB	ICB
65 thru 128 Kbps	ICB	ICB
129 thru 256 Kbps	ICB	ICB
257 thru 384 Kbps	ICB	ICB
385 thru 512 Kbps	ICB	ICB
513 thru 768 Kbps	ICB	ICB
769 thru 1.536 Mbps	ICB	ICB
1.537 thru 4 Mbps	ICB	ICB
4.1 thru 10 Mbps	ICB	ICB
10.1 thru 16 Mbps	ICB	ICB
16.1 thru 34 Mbps	ICB	ICB
34.1 thru 44.210 Mbps	ICB	ICB

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SERVICETERMS&CONDITIONS  
GENERAL EXCHANGE SERVICE (Continued)

N. Frame Relay Service (Continued)

3. Application of Rates and Charges (Continued)

k. Broadband Exchange Line Extension-FPO

1) An extension less than 20 miles,  
Per Extension

	Nonrecurring Charge	Month to Month	A 12 to 36 Months	B 37 to 60 Months
56 Kbps	ICB	ICB	ICB	ICB
64 Kbps	<u>ICB</u>	<u>ICB</u>	<u>ICB</u>	<u>ICB</u>
1.536 Mbps	ICB	ICB	ICB	ICB
44.210 Mbps	ICB	ICB	ICB	ICB
149.760 Mbps	ICB	ICB	ICB	ICB
599.040 Mbps	ICB	ICB	ICB	ICB

2) An extension 20 - 50 miles,  
Per Extension

56 Kbps	ICB	ICB	ICB	ICB
64 Kbps	ICB	ICB	ICB	ICB
1.536 Mbps	ICB	ICB	ICB	ICB
44.210 Mbps	ICB	ICB	ICB	ICB
149.760 Mbps	ICB	ICB	ICB	ICB
599.040 Mbps	ICB	ICB	ICB	ICB

3) An extension 51 - 75 miles,  
Per Extension

56 Kbps	ICB	ICB	ICB	ICB
64 Kbps	ICB	ICB	ICB	ICB
1.536 Mbps	ICB	ICB	ICB	ICB
44.210 Mbps	ICB	ICB	ICB	ICB
149.760 Mbps	ICB	ICB	ICB	ICB
599.040 Mbps	ICB	ICB	ICB	ICB

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SERVICE TERMS & CONDITIONS  
GENERALEXCHANGESERVICE(Continued)

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N. Frame Relay Service (Continued)

3. Application of Rates and Charges (Continued)

k. Broadband Exchange Line Extension-FPO (Continued)

4) An extension 76 - 100 miles, Per Extension		Nonrecurring Charge	Month to Month	A 12 to 36 Months	B 37 to 60 Months
56 Kbps	ICB	ICB	ICB	ICB	ICB
64 Kbps	ICB	ICB	ICB	ICB	ICB
1.536 Mbps	ICB	ICB	ICB	ICB	ICB
44.210 Mbps	ICB	ICB	ICB	ICB	ICB
149.760 Mbps	ICB	ICB	ICB	ICB	ICB
599.040 Mbps	ICB	ICB	ICB	ICB	ICB
5) An extension 101 - 125 miles, Per Extension					
56 Kbps	ICB	ICB	ICB	ICB	ICB
64 Kbps	ICB	ICB	ICB	ICB	ICB
1.536 Mbps	ICB	ICB	ICB	ICB	ICB
44.210 Mbps	ICB	ICB	ICB	ICB	ICB
149.760 Mbps	ICB	ICB	ICB	ICB	ICB
599.040 Mbps	ICB	ICB	ICB	ICB	ICB
6) An extension more than 125 miles, Per Extension					
56 Kbps	ICB	ICB	ICB	ICB	ICB
64 Kbps	ICB	ICB	ICB	ICB	ICB
1.536 Mbps	ICB	ICB	ICB	ICB	ICB
44.210 Mbps	ICB	ICB	ICB	ICB	ICB
149.760 Mbps	ICB	ICB	ICB	ICB	ICB
599.040 Mbps	ICB	ICB	ICB	ICB	ICB

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SERVICE TERMS & CONDITIONS  
GENERAL EXCHANGE SERVICE (Continued)

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O. AdvancedDigitalServicesPrimaryRateInterface(PRI)

1. GeneralDescription

- a. Advanced Digital Services are a public network-based set of communications services that make it possible to send and receive digital information using regular telephone facilities. These services provide end-to-end digital communications with the ability to transmit data and voice over the same telephone line simultaneously. For example, a user can speak with a person while simultaneously sending a digital file to their personal computer. This functionality is based on the Integrated Services Digital Network (ISDN) technology and conforms to National ISDN standards.
- b. The ISDN architecture provides two access methods that connect customers' premises to network switching systems. Basic Rate Interface (BRI) lines are typically used when a customer wants small quantities of digital connections to the network. Primary Rate Interface (PRI) facilities are typically used when a customer wants large quantities of digital connections to the network. BRI lines are used for both residential and business, while PRI facilities are typically used for business only. Advanced Digital Services using the Primary Rate Interface are the subject of this document.
- c. Advanced Digital Services PRI is an optional service arrangement that can be used in conjunction with a customer's business lines or Centrex service. It can also be used in conjunction with, or in place of, a customer's Private Branch Exchange trunks. This service arrangement uses the ISDN architecture to provide the customer with the capability to transmit voice and data simultaneously over the same digital facility. Under various optional arrangements, Advanced Digital Services PRI provides the customer with access to Circuit-Switched Voice Services, Circuit-Switched Data Services and Packet-Switched Data Services. In general, this document addresses standardized national ISDN-2 (NI-2) capabilities and features.

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 SERVICETERMS&CONDITIONS
 

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## GENERAL EXCHANGE SERVICE (Continued)

O. AdvancedDigitalServicesPrimaryRateInterface(PRI)(Continued)2. PrimaryRateInterfaceServiceArrangement

- a. An Advanced Digital Services PRI Service Arrangement connects an ISDN-capable Telephone Company central office switch to ISDN-capable Class II Customer Premise Equipment (CPE). Depending on the application, that CPE might be a PBX, a router, a multiplexer, etc. The PRI Service Arrangement supports up to five PRI Access Facilities, each with up to twenty-four digital communications channels.

These communication channels can be either B (Bearer) Channels or D (Data) Channels:

- 1) **B Channel** - The B Channel is a bidirectional synchronous channel capable of supporting digital transmission speeds of 64 kilobits per second (kbps). Each B Channel of an Advanced Digital Services PRI may carry:
    - a) Circuit-Switched Voice
    - b) Circuit-Switched Data, or
    - c) Packet-Switched Data
  - 2) **D Channel** - The D Channel is a 64 kbps digital signaling channel that carries signaling and control for the B Channels.
- b. **Primary Rate Access Facility** - The Primary Rate Access Facility provides a high - capacity digital link over which the Advanced Digital Services PRI capabilities are delivered. This facility is based on a 1.544 Mbps DS1 carrier (T1 facility). The typical PRI Access Facility configuration is known as 23B+D, where twenty-three of the channels are B Channels and one is a D Channel.
- c. **Multiple PRI Facility Arrangement** - There may be situations where more than 23 B Channels are needed at a particular customer premise. In those situations, multiple PRI facilities can be assigned to an Advanced Digital Services PRI Service Arrangement. With the Multiple PRI Facility Arrangement, the D Channel in the first PRI facility is used to transport signaling for up to four additional PRI facilities. The first facility would be configured as 23B+D and the other facilities would be configured as 24B. This use of Non-Facility Associated Signaling (NFAS) allows the overhead of the D Channel to be distributed over a maximum of 119 B Channels (up to 5 PRI facilities), thereby increasing channel efficiency.

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SERVICETERMS&CONDITIONS

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## GENERAL EXCHANGE SERVICE (Continued)

O. AdvancedDigitalServicesPrimaryRateInterface(PRI)(Continued)2. PrimaryRateInterfaceServiceArrangement(Continued)

- d. **D Channel Backup** - In Multiple PRI Facility Arrangements, a second D Channel can be assigned (where available) as an automatic backup to the primary D Channel to provide redundancy of the signaling channel.

3. Circuit-SwitchedServiceDescriptions

Circuit Switching is a switching arrangement in which an entire circuit or B Channel is dedicated to a given call. The circuit is connected on a per-call basis and can carry circuit-switched voice or circuit-switched data. Circuit-switched related services include:

- a. **Clear Channel Capability** - This feature is a characteristic of the transmission paths on the B Channels that allows the full bandwidth of 64 kbps to be available to the customer. This feature is applicable to CPE that supports clear channel capability. Rate adaptation to 56 kbps is supported for CPE that does not support clear channel capability.
- b. **Dedicated Trunk Groups** - The B Channels of an Advanced Digital Services PRI can be dedicated for calls to and from the public network. Trunk Group types include Incoming, Outgoing, 2-way, Direct Outward Dialing (DOD) or Direct Inward Dialing (DID). Individual B Channels can also be dedicated to carry Packet Switched Data to the Public Packet Switched Network.

SERVICETERMS&CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)

O. Advanced Digital Services Primary Rate Interface (PRI) (Continued)

3. Circuit-SwitchedServiceDescriptions(Continued)

c. **Primary Rate Call-by-Call Service - The** Primary Rate Call-by-Call feature offers access to additional services via the B Channels of an Advanced Digital Services PRI. These additional services include:

- Foreign Exchange
- Tie Trunk
- OutWATS
- INWATS

With this feature, any B Channel can be used to offer the above services on a per call basis, in addition to supporting trunk calls to/from the public network (i.e., DOD/DID).

Simulated Facility Groups (SFG) is used to control the number of B Channels that can be used for a particular service or for calls to the public network. The SFG is a logical relationship between the services (or public network calls) and the number of B Channels. Any B Channel may be used for any service (or for public network calls) provided the actual number of calls currently active for that service does not exceed the maximum-allowed value associated within the SFG. B Channel Packet Switched Data Services are not supported with the Call-by-Call feature and must use dedicated B Channels.

- d. **Multiple Directory Numbers** - Each Advanced Digital Services PRI facility includes an individual directory number. Additional directory numbers, a range of directory numbers, or several ranges of directory numbers can be optionally added.
- e. **Caller ID - Number** - This feature allows the central office and the customer's suitably equipped CPE to communicate the calling party's directory number. On calls carried by the Advanced Digital Services PRI, the number can then be made available to be displayed on a properly equipped telephone set or adjunct equipment.
- f. **Caller ID - Name** - This feature (where available) allows the central office and the customer's suitably equipped CPE to communicate calling party name information (associated with the calling party's directory number) on calls carried by the Advanced Digital Services PRI. The name can then be made available to be displayed on a properly equipped telephone set or adjunct equipment.

SERVICETERMS&CONDITIONS

GENERAL EXCHANGE SERVICE (Continued)

O. AdvancedDigitalServicesPrimaryRateInterface(PRI)(Continued)

4. Packet-SwitchedDataServiceDescriptions

a. Packet Switching is a technique in which packets of data are individually addressed and combined on a transmission path with other individually addressed data packets. Packet-Switched Data Service provides the ability to originate and receive X.25 packet data calls. The X.25 packet data protocol is the International Telecommunications Union's (ITU) recommended and internationally accepted standard for connecting data terminals to packet-switched networks.

- 1) **B - Channel Packet** - This service provides packet data on a B Channel at a maximum transmission throughput of 64 kbps per channel. B Channel Packet data calls can be set up on a per-call basis (demand) or can be set up on a semi-permanent basis (nailed up). B Channel packet calls require use of a dedicated B Channel, i.e., Call-by-Call service does not apply to B Channel Packet data calls.
- 2) **D - Channel Packet** - This document does not offer D Channel Packet data service with the Advanced Digital Services PRI service.

b. The customer may choose from numerous Packet-Switched Data features based upon the specific application needs. Refer to the Telephone Company's ISDN Basic Rate Interface tariff for Packet-Switched Data feature descriptions and tariff information, if applicable.

5. TechnicalSpecifications

a. **Transmission Specifications** - The Primary Rate Access Facility provides a high - capacity digital link over which Advanced Digital Services PRI is delivered. This facility is based on a 1.544 Mbps DS1 carrier (T1 facility) whose characteristics are as follows:

- Line Code	=	Bipolar 8 Zero Substitution (B8ZS)
- Framing Format	=	Extended Super Frame (ESF)
- Signaling	=	Common Channel Signaling (CCS)
- Data Rate	=	64 kbps clear or 64 kbps restricted
- D Channel	=	24th channel on the appropriate PRI access facility

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SERVICETERMS&CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)

O. AdvancedDigitalServicesPrimaryRateInterface(PRI)(Continued)

5. TechnicalSpecifications(Continued)

- b. **Customer Premise Equipment and Facilities** - Compatible customer premise equipment is required for Advanced Digital Services PRI. All equipment used with these services is required to conform to National ISDN guidelines, as referenced in the following Bellcore specifications:

<b>Document Number</b>	<b>Description</b>
TR-NWT-001268	ISDN Primary Rate Interface Call Control Switching and Signaling Generic Requirements for Class II Equipment
SR-NWT-002343	ISDN Primary Rate Interface Generic Guidelines for Customer Premises Equipment

The Telephone Company shall not be responsible if changes in any of the equipment, operations, or procedures of the Telephone Company used in the provisioning of Advanced Digital Services render any facilities provided by the customer obsolete or require modification of such equipment or system, or otherwise affect its use or performance.

6. RegulationsandConditions

- a. Unless specifically exempted, Advanced Digital Services shall be subject to all general regulations applicable to the provision of service by the Telephone Company as stated in the general tariff.
- b. Advanced Digital Services PRI are provided at the option of the Telephone Company. These services are furnished subject to central office switching capacity, capability, and the availability of outside plant facilities.

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SERVICETERMS&CONDITIONS

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## GENERAL EXCHANGE SERVICE (Continued)

O. AdvancedDigitalServicesPrimaryRateInterface(PRI)(Continued)6. RegulationsandConditions(Continued)

## b. (Continued)

- 1) The availability, functionality, and capabilities of Advanced Digital Services PRI may vary, or may not be available, dependent upon type of serving central office switch, related software controlling that switch, and associated outside plant.
  - a) Where facilities are not available, or unusual expenditures are involved in making them available, the customer may be required to pay additional charges to cover the unusual expenditure, or to contract for services beyond the normal service term, or both.
  - b) Distance Extension: Provision of the underlying PRI Access facility (T1) is mileage sensitive. As such, additional Distance Extension charges may apply.
- 2) Alternate Serving Arrangements: Where the customer's serving central office is not Advanced Digital Services PRI capable, the Telephone Company, at its discretion, may provide service from an alternate serving central office at no additional charge to the customer. Such provisioning may be elected when, at the discretion of the Telephone Company, the service can be provided at a reasonable cost to the Telephone Company. The customer must accept the serving location assigned by the Telephone Company, and must agree to revert to service from the normal serving central office when Advanced Digital Services PRI are available in that office.
  - a) This arrangement may require that the customer accept a directory number change to a number associated with the alternate central office.
  - b) Calls that are originated by, and terminated to, a customer using this service arrangement will be billed as if the calls were placed from the customer's normal serving central office.

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SERVICETERMS&CONDITIONS

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## GENERAL EXCHANGE SERVICE (Continued)

O. AdvancedDigitalServicesPrimaryRateInterface(PRI)(Continued)6. RegulationsandConditions(Continued)

## b. (Continued)

## 2) (Continued)

c) When Advanced Digital Services PRI subsequently becomes available from the customer's normal serving central office, the customer will be reconnected to the normal serving central office. This may also require a directory number change. If such changes occur, the nonrecurring charge associated with the change will not be applicable. If the customer does not wish to take service from the normal central office after such service becomes available, but continues to use service from the alternate serving central office, charges for distance extensions, foreign exchange service or special outside facilities will apply. If foreign exchange service is used, the rates for foreign exchange will be applied in addition to the Advanced Digital Services PRI rates. Any other special outside plant facilities used to provide Advanced Digital Services will be tarified on an individual case basis.

d) The availability, functionality, and capabilities of Advanced Digital Services PRI may vary when a customer's serving central office is equipped to provide such services.

3) Situations where the customer specifically requests service from a central office other than its normal serving central office will be handled on an individual case basis.

## c. Payment for Service

1) The minimum charge period for services provided under this document is one month.

2) The customer may choose to pay for the service on a month-to-month basis or on a long term service contract basis. A customer on month-to-month payment plan may, at any time, convert to a service contract plan.

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SERVICETERMS&CONDITIONS

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## GENERAL EXCHANGE SERVICE (Continued)

- O. AdvancedDigitalServicesPrimaryRateInterface(PRI)(Continued)
6. RegulationsandConditions(Continued)
- c. Payment for Service (Continued)
- 3) The monthly rate for customers choosing the service period plan is guaranteed against Telephone Company initiated changes during the selected service contract period.
- 4) Subsequent service additions will be rated under a new contract or added to an existing contract, based upon the remaining period of the initial contract.
- 5) Suspension of service is not allowed.
- 6) Contract Renewals and Termination Liabilities
- a) Customers may change to a new Advanced Digital Services contract at any time during their contract period. The new contract must be for a term equal to, or greater than, the time remaining on their current contract and will become effective upon execution.
- b) If the service is canceled by the customer after installation of the service, but prior to the completion of the service period, the customer shall be obligated to pay a termination liability charge. The charge is calculated by multiplying the monthly rate by the remaining months in the contract period times fifty (50%) percent. These charges shall be due and payable in their entirety immediately upon such termination.
- d. Promotional Campaigns
- 1) At the Telephone Company's discretion, the following charges may be reduced or waived during promotional campaigns and/or as a part of customer negotiations:
- a) Nonrecurring per PRI Access facility service establishment charge
- b) Nonrecurring per Communication Channel service establishment charge
- c) Nonrecurring Call-by-Call feature service establishment charge
- d) Nonrecurring Caller ID service establishment charge
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SERVICETERMS&CONDITIONS

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## GENERAL EXCHANGE SERVICE (Continued)

O. AdvancedDigitalServicesPrimaryRateInterface(PRI)(Continued)6. RegulationsandConditions(Continued)

## e. Directory Listings

- 1) One directory listing is provided without charge for each Advanced Digital Services PRI facility. For Centrex customers, one directory listing (either an analog or Advanced Digital Services PRI number) is provided per Centrex system.
- 2) Additional listings may be provided as specified for Additional Listing Service in the Directory Listings section of the Telephone Company's tariff.

## f. Billable Call Treatment

- 1) Normal toll charges (including INWATS and OutWATS charges) shall apply to calls that are made outside the Local Service Area.
- 2) Advanced Digital Services customers who use the Call Forwarding or Call Transfer features are responsible for the payment of any applicable charges for each billable call connected via these features over the public network. The charge is applicable to each call answered, including the Call Forwarding set-up call. It also applies to collect and person-to-person calls, which may be refused at the answering station.

## g. Customer Premise Equipment

- 1) This document does not include terminal equipment on the customer's premises. Terminal equipment may be covered under a separate tariff, sold or leased separately by the Telephone Company (under a separate contract), or may be provided by the customer.
- 2) The customer is responsible for providing the power required for any customer premise equipment connected to an Advanced Digital Services PRI.

## h. End User Common Line (EUCL) Charges

- 1) Advanced Digital Services PRI are subject to Federal Communications Commission (FCC) End User Common Line (EUCL) charges under the rates and application rules specified by the FCC.
- 2) The customer shall be liable for all adjustments to the EUCL as mandated by the Federal Communications Commission (or by any regulatory body or commission or court of competent jurisdiction).
- 3) Any additional end-user surcharges levied, accessed (or otherwise applied) by any regulatory agency, including, but not limited to: E911, hearing impaired, universal service fund, etc., will be applicable.

SERVICETERMS&CONDITIONS

GENERAL EXCHANGE SERVICE (Continued)

O. AdvancedDigitalServicesPrimaryRateInterface(PRI)(Continued)

6. RegulationsandConditions(Continued)

i. Telephone Company Liability

1) The Telephone Company shall not be liable for any loss or damages arising out of error, interruptions, defects, failure, or malfunctions of Advanced Digital Services or associated equipment. Damages arising out of such interruptions, defects, failures, or malfunctions of the services after the Telephone Company has been notified, and has reasonable time for repair, shall in no event exceed an amount equivalent to the charges made for the service affected for the period following notice from the customer until service is restored.

7. RatesandCharges

a) **Advanced Digital Services PRI Access**

1) The rates and charges below are for providing an Advanced Digital Services PRI access facility to the customer's premises. These charges provide the underlying communications facility to support a PRI Service Arrangement. Rates and charges for the communications channels (i.e., B and D Channels) are additional as shown in the next section.

Access	Service Establishment	Monthly Rate
Advanced Digital Services PRI Access - per facility (first route mile, or fraction thereof)	ICB	ICB
PRI Access - Distance Extension per facility (additional route Mile or fraction thereof)	ICB	ICB

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**SERVICETERMS&CONDITIONS**

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GENERAL EXCHANGE SERVICE (Continued)

O. AdvancedDigitalServicesPrimaryRateInterface(PRI)(Continued)

7. RatesandCharges(Continued)

b. **Communications Channels**

1) ISDN PRI Service Arrangement:

This flat rate service applies only to circuit-switched calls, not to packet calls.

<b>Service Element</b>	<b>Service Establishment</b>	<b>Monthly Rate</b>
23 B Channels plus D Channel	ICB	ICB <sup>1</sup>
Additional 24 B Channels (Multiple PRI facility arrangement)	ICB	ICB <sup>1</sup>

2) D Channel Backup:

**Service Element**

D Channel Backup (maximum one per PRI Service Arrangement)	ICB	ICB
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3) Directory Numbers:

**Directory Number**

Primary Directory Number (one with each Advanced Digital Services PRI facility)	No charge	No Charge
Additional DID Directory Numbers (per additional DN)	No charge	ICB

**Note 1:** Includes ISDN PRI Interface and channels.

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**SERVICETERMS&CONDITIONS**

**GENERAL EXCHANGE SERVICE (Continued)**

O. AdvancedDigitalServicesPrimaryRateInterface(PRI)(Continued)

7. RatesandCharges(Continued)

c. **Circuit-Switched Features**

1) Recurring charges as follows:

<b>Feature</b>	<b>Service Establishment</b>	<b>Monthly Rate</b>
a) Clear Channel Capability	No charge	No charge
b) Call-by-Call Capability for public network calls (incoming, outgoing, or 2-way trunk calls)	No charge	No charge
c) Call-by-Call Capability for DID (per DID simulated facility in PRI Service Arrangement)	ICB	ICB
d) Call-by-Call Capability for FX (per FX facility/simulated facility in PRI Service Arrangement). This does not include the cost of the FX facilities between CO's.	ICB	ICB
e) Call-by-Call Capability for Tie Facility (per Tie facility/simulated facility in PRI Service Arrangement). This does not include the cost of the Tie facilities between CO's.	ICB	ICB
f) Call-by-Call Capability for INWATS (per INWATS facility/simulated facility in PRI Service Arrangement). INWATS measured rate charges are additional.	ICB	ICB
g) Caller ID - Number (per PRI facility)	ICB	ICB
h) Caller ID - Name (per PRI facility, requires Caller ID - Number)	ICB	ICB

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**SERVICETERMS&CONDITIONS**

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GENERAL EXCHANGE SERVICE (Continued)

O. AdvancedDigitalServicesPrimaryRateInterface(PRI)(Continued)

7. RatesandCharges(Continued)

c. **Circuit-Switched Features (Continued)**

2) Feature Additions and Changes

- a) When the above features are ordered or modified after the initial installation of an Advanced Digital Services PRI, the nonrecurring feature addition and change charge is as follows:

	<b>Charge</b>
Feature Additions and Changes (per PRI facility)	ICB <sup>1</sup>

- b) Only one service charge will appear when multiple features are added or changed on an Advanced Digital Services PRI facility as part of the same service order.

d. **Packet-Switched Services**

- 1) Refer to the per B Channel rates shown for Packet-Switched Services in the Telephone Company’s ISDN Basic Rate Interface Tariff. D Channel Packet is not supported in Advanced Digital Services PRI. Flat Rate billing is not available for Packet-Switched Services.

e. **Long Term Contract Discounts**

- 1) The nonrecurring service establishment charges associated with Advanced Digital Services PRI Circuit-Switched Services and Circuit-Switched Features will automatically be reduced according to the following schedule for customers who sign long term contracts:

<b>Contract Duration</b>	<b>Discount on Service Establishment Charges</b>
Monthly	0%
24 Months	20%
36 Months	40%
48 Months	60%
60 Months	80%

**Note 1:** In addition to applicable Service Connection Charges.

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SERVICETERMS&CONDITIONS

GENERAL EXCHANGE SERVICE (Continued)

P. T-1LocalLoopFacility

1. General

Where facilities are available, T-1 local loops from the customer's serving wire center to the customer's designated premise will be provided at the following rates and charges. These charges are in addition to the local service trunk charges in Section 3 of this document.

2. Rates and Charges	<b>Monthly</b>	<b>Nonrecurring</b>
a. per full or fractional T-1 service:		
T-1 local loop facility (1 <sup>st</sup> route mile or fraction thereof)	ICB	ICB
Each additional mile or fraction thereof	ICB	ICB
b. Basic T-1 System charge in addition to the local loop facility charge		
Basic System	ICB	ICB
c. DID Services (trunks) must be provisioned through a T-1 local loop facility.		
d. Fractional T-1 service (less than 24 channels) will require a Multiplexing Charge.		
Multiplexing for fractional T-1 (Less than 24 channels)	ICB	ICB

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SERVICETERMS&CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)

Q. xDSLService

1. General

- a. xDSL Service is a high speed data service offering. It is primarily intended to provide a virtual circuit between and end-user premises location and a Network Service Provider (NSP), Internet Service Provider (ISP) and Competitive Local Exchange Company (CLEC).
- b. xDSL Service is furnished where suitable facilities are available from the Telephone Company.
- c. Multipoint service is not available.
- d. The maximum number of VCs per exchange line facility is one.

2. ApplicationofRatesandCharges

a. xDSL Virtual Circuit

1) Per Virtual Circuit

<u>VCQuantity</u>	<u>NRC</u>	<u>MonthlyR_ate</u>
0 - 20	ICB	ICB
21 - 40	ICB	ICB
41 - 60	ICB	ICB
61 - 100	ICB	ICB
101 - 150	ICB	ICB
151 - 500	ICB	ICB
501 - 2500	ICB	ICB
2501 - 5000	ICB	ICB
5001 - 10000	ICB	ICB
10000 +	ICB	ICB

2) Service Rearrangement Charge

- a) Each VC ICB

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SERVICE TERMS & CONDITIONS

GENERAL EXCHANGE SERVICE (Continued)

R. IntercityBandwidthService

1. General

- a. Intercity Bandwidth Service is connection oriented service based on fixed capacity technology.
- b. Intercity Bandwidth Service provides fixed connectivity using digital facilities operating at transmission speeds of 1.5 Mbps, 44.7 Mbps, 155.5 Mbps, 622.08 Mbps, 2.488 Gbps.
- c. Intercity Bandwidth Service is provided on an Intra or InterLATA basis.

2. ExplanationofTerms

- a. DS1 is equal to 1.54 Mbps of bandwidth or 24 Voice Channels.
- b. DS3 is equal to 44.7 Mbps of bandwidth or 28 DS1's or 672 Voice Channels.
- c. OC3 is equal to 155.5 Mbps of bandwidth or 84 DS1's or 2016 Voice Channels.
- d. OC12 is equal to 622.08 Mbps of bandwidth or 336 DS1's or 8064 Voice Channels
- e. OC48 os equal to 2.488 Gbps of bandwidth or 1344 DS1's or 32,256 Voice Channels

3. ApplicationofRatesandChanges

a. **Intercity Bandwidth Service**

	<u>Nonrecurring</u>	<u>Monthly</u>	<u>1Year</u>	<u>3Years</u>
DS1	ICB	ICB	ICB	ICB
DS3	ICB	ICB	ICB	ICB
OC3	ICB	ICB	ICB	ICB
OC12	ICB	ICB	ICB	ICB
OC48	ICB	ICB	ICB	ICB

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SERVICETERMS&CONDITIONS

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## GENERAL EXCHANGE SERVICE (Continued)

S. Distinctive Ringing Service1. General

- a. Distinctive Ringing service will enable a subscriber to have up to three telephone numbers associated with a single line. Customers subscribing to this service will be able to receive calls dialed to two or three separate telephone numbers without having a second or third line. A distinctive ringing pattern will be provided for each of the additional telephone numbers to facilitate identification of incoming calls. A distinctive Call Waiting tone for each additional telephone number will be provided, where facilities permit, to customers subscribing to Call Waiting service.
- b. Distinctive Ringing service is offered in the following format. Distinctive Ringing I consists of one additional telephone number associated with a single line. Distinctive Ringing II consists of two additional telephone numbers associated with a single line.

2. Explanation of Terms

- a. This service is available to business customers.
- b. The service is not compatible with Centrex Type Services, PBX trunk service, paging service, customer provided public telephone service, lines equipped with multi-line hunting arrangements, foreign exchange service, or with access lines terminating in customer premises switching or key equipment. Distinctive Ringing service may not be compatible with all types of customer provided telephone equipment.
- c. Distinctive Ringing service is provided subject to the availability of facilities. Additionally, Distinctive Ringing II service may not be available in all central offices equipped to provide Distinctive Ringing I service.
- d. Distinctive Ringing service subscribers will be entitled to one white page listing with each Distinctive Ringing service number. Listings for Distinctive Ringing service are subject to regulations supplied in Section 5 for directory listings. Other listings will also be provided under the terms and conditions described in Section 5 of this document.
- e. All telephone numbers associated with a line equipped with Distinctive Ringing service must originate from the same central office switching machine.

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SERVICETERMS&CONDITIONS

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GENERAL EXCHANGE SERVICE (Continued)

S. Distinctive Ringing Service (Continued)

2. Explanation of Terms (Continued)

- f. When establishing Distinctive Ringing service, Call Forwarding service subscribers must choose one of the following options. When Call Forwarding service is activated:
  - 1. All telephone numbers associated with one line will be forwarded to a single number when Call Forwarding service is activated.
  - 2. The main telephone number only will be forwarded when Call Forwarding service is activated. The additional Distinctive Ringing service numbers will continue to ring and may be answered at the subscriber's premises.
- g. Appropriate nonrecurring charges will apply when changing from one option to the other subsequent to the establishment of Distinctive Ringing service.
- h. Distinctive Ringing service can be suspended as specified in Section 2 of this document. During the period of suspension, no recurring charge applies.

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SERVICETERMS&CONDITIONS

## GENERAL EXCHANGE SERVICE (Continued)

S. Distinctive Ringing Service (Continued)3. Rates

## a. Business

		<b>Monthly Rate</b>	<b>USOC</b>
1.	Distinctive Ringing I		
	(a) One additional telephone number with distinctive ringing, per line	\$11.00	DRS
2.	Distinctive Ringing II		
	(a) First additional telephone number with distinctive ringing, per line	12.00	DRS1X
	(b) Second additional telephone number with distinctive ringing, per line <sup>1</sup>	-	DRS2X

Note <sup>1</sup>: Must be ordered with first additional telephone number.

SERVICE TERMS & CONDITIONS

GENERAL EXCHANGE SERVICE (Continued)

T. EthernetService

1. General

- a. Ethernet Service is a high-speed packet transport service based upon Ethernet transmission parameters.
- b. Ethernet Service provides for various transport capabilities with interfaces of 10/100 Mbps or 1000 Mbps, electrical or optical, with minimum nominal transport bandwidth as described below.
- c. Ethernet Service is provided on an IntraLATA or InterLATA basis and is not available in all locations.

2. Rates

- a. Ethernet Service

<b>Nominal Transport Bandwidth</b>	<b>Nonrecurring</b>	<b>Monthly</b>	<b>1 Year</b>	<b>3 Years</b>	<b>5 Years</b>	<b>7+ Years</b>
50 Mbps	ICB	ICB	ICB	ICB	ICB	ICB
100 Mbps	ICB	ICB	ICB	ICB	ICB	ICB
150 Mbps	ICB	ICB	ICB	ICB	ICB	ICB
200 Mbps	ICB	ICB	ICB	ICB	ICB	ICB
250 Mbps	ICB	ICB	ICB	ICB	ICB	ICB
300 Mbps	ICB	ICB	ICB	ICB	ICB	ICB
350 Mbps	ICB	ICB	ICB	ICB	ICB	ICB
400 Mbps	ICB	ICB	ICB	ICB	ICB	ICB
450 Mbps	ICB	ICB	ICB	ICB	ICB	ICB
500 Mbps	ICB	ICB	ICB	ICB	ICB	ICB
550 Mbps	ICB	ICB	ICB	ICB	ICB	ICB
600 Mbps	ICB	ICB	ICB	ICB	ICB	ICB
650 Mbps	ICB	ICB	ICB	ICB	ICB	ICB
700 Mbps	ICB	ICB	ICB	ICB	ICB	ICB
750 Mbps	ICB	ICB	ICB	ICB	ICB	ICB
800 Mbps	ICB	ICB	ICB	ICB	ICB	ICB
850 Mbps	ICB	ICB	ICB	ICB	ICB	ICB
900 Mbps	ICB	ICB	ICB	ICB	ICB	ICB
950 Mbps	ICB	ICB	ICB	ICB	ICB	ICB
1000 Mbps	ICB	ICB	ICB	ICB	ICB	ICB

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SERVICETERMS&CONDITIONS

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CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS

A. Visit Charge

1. Rates

a. When a regular visit is required during normal working hours as a result of trouble caused by customer-provided equipment, the charge billed will be the charge set forth under "Maintenance of Service Charge". A minimum charge of the initial Premises Work Service Charge will apply with time over the minimum being computed on fifteen minute increments.

b. When a premise visit is required during other than regular working hours, such as nights, Sundays or holidays, as a result of trouble caused by customer-provided equipment, the charge billed will be the charge set forth under "Maintenance of Service Charge".

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SERVICETERMS&CONDITIONS

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## CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)

A. VisitCharge(Continued)1. Rates(Continued)

## b. (Continued)

- 1) Charges will begin and terminate from the time of departure from the nearest available maintenance personnel's permanent headquarters and his return thereto.
- 2) A two hour minimum will apply with time over the minimum being computed to the nearest fifteen minute increment thereof.

2. Conditions

## a. The following procedures will apply when the Company becomes aware of a trouble condition:

- 1) The Company will first endeavor to clear the trouble without a visit to the customer's premises.
- 2) If the location of the trouble cannot be determined as shown in "1.a.", the Company will attempt to contact the customer by telephone. If the customer is so contacted, the Company will request the customer to disconnect the customer-provided equipment or facilities in order to determine the location of the trouble condition. If disconnection of the customer-provided equipment does not clear the trouble and a visit to the customer's premises is necessary and the trouble found is not the results of the customer-provided equipment or facilities, no visit charge will apply.
- 3) If the customer does not or cannot disconnect the customer-provided equipment or facilities from the line, the Company will initiate a premises visit to establish the location of the trouble. If the source of the trouble is determined to be located in customer-provided equipment or facilities, or the results of the customer-provided equipment or facilities, the appropriate visit charge will apply.

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SERVICETERMS&CONDITIONS

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## CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)

A. VisitCharge(Continued)2. Conditions(Continued)

## a. (Continued)

- 4) If a customer cannot be contacted, the Company may at its option temporarily disconnect the customer's service until the customer can be contacted and the trouble source determined. At such time the procedures as set forth under "b." and "c." above may apply.
- 5) Upon contact, the customer may request the Company to defer its visit until the customer has his customer- provided equipment or facilities tested, in which case, circumstances permitting, the Company will delay its visit for a reasonable time.
- 6) If the customer asks the Company to defer its visit in accordance to "e." above, and does not disconnect his equipment, repair or cause to be repaired his equipment or consent to a visit by the Company within a reasonable time, the Company has the right to take such action necessary for the protection of its facilities and shall immediately inform the customer of such action.

- b. Visit charges described herein are in addition to all other charges billed to the customer by the Company as provided for in this Service Terms & Conditions document of the Company.

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**SERVICETERMS&CONDITIONS**

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**CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)****B. ConnectionwithCertainCustomer-ProvidedFacilities****1. General**

Facilities owned by the customer may be connected with the facilities of the Company to the extent and in accordance with the provisions following, when such connection is required by military necessity or public safety, or when the customer-owned facilities are in locations so hazardous, remote or inaccessible that the Company considers it undesirable to install and maintain its own facilities in such locations, or when otherwise provided for herein. All such connections of customer-owned facilities shall be made under and in accordance with the provisions of contracts made by and between the Company and the customer and must comply with Part 68 of the FCC Rules and Regulations.

**a. The United States Government****1) The Department of Defense**

Telephone facilities owned and maintained by the Department of Defense, serving establishments such as are used as military posts, navy yards, naval operating bases, flying fields, training centers, ammunition plants, arsenals, supply bases, military centers, military hospitals, naval hospitals, etc., operated and administered by the Department of Defense and commanded by military or naval authorities, may be connected with the exchange and toll facilities of the Company.

**2) United States Coast Guard**

Telephone facilities owned and maintained by the United States Coast Guard, serving coastal areas, operated and administered by the Coast Guard and commanded by the Coast Guard authorities may be connected with exchange and toll facilities of the Company.

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SERVICETERMS&CONDITIONS

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## CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)

B. ConnectionwithCertainCustomer-ProvidedFacilities(Continued)

## 3) United States Forest Service

Telephone facilities owned and maintained by the United States Forest Service in areas in or adjacent to national forests, and operated and administered by the forest service, may be connected with exchange and toll facilities of the Company.

- b. Powder manufacturing plants, state and federal prisons and other locations of an inaccessible or hazardous nature or where National security is involved.

Telephone circuits owned and maintained by a customer, located on his property in inaccessible or hazardous locations such as powder manufacturing plants, state and federal prisons, etc., or where National security is involved, will be connected to a local or toll central office line to form a through connection only through manual switching equipment or an attendant's position of dial PABX equipment furnished to the customer by the Company. Such equipment or position may be located at either or both ends of the customer's circuit.

- c. Connections of Certain Facilities of Power, Pipe Line and Railroad Companies.

Except as otherwise provided following, telephone facilities of an electric power company, an oil, oil products or natural gas pipe line company, or a railroad company provided primarily to communicate with points located along a right-of-way (including premises of such company anywhere in cities, towns or villages along the right-of-way) owned or controlled by such Company may, in lieu of the provisions provided elsewhere in this section of this document, be connected with the telecommunications network, for the following purposes:

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**SERVICETERMS&CONDITIONS**

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**CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)****B. ConnectionwithCertainCustomer-ProvidedFacilities(Continued)**

c. (Continued)

- 1) in cases of emergency involving safety of life or property;
- 2) in cases of calls originated by railroad employees under circumstances indicating need for prompt action to secure or maintain the safety, continuity, or reliability of railroad service to the public, and related to the movement of passengers, mail, property, or equipment by railroad, or the repair, maintenance, or construction of railroad right-of-way, structures or equipment;
- 3) in cases where the customer facilities serve locations where it is impracticable because of hazard or inaccessibility for the Company to furnish its facilities; and
- 4) during an interim period in cases where the customer has arranged for replacement of said customer facilities with facilities of the Company.

Telephone circuits of such companies will be connected to local or toll central office line to form a through connection only through manual switching equipment or an attendant's position or dial PABX equipment furnished to the customer by the Company. Such equipment or position may be located at either or both ends of the customer's circuit.

Connection of a telephone circuit of such companies as specified in 2., 3., or 4. preceding may be established at either end of such circuit, but shall not be established at both ends simultaneously.

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**SERVICETERMS&CONDITIONS**

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**CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)****C. ConnectionsofRegisteredEquipment**

Customer-Provided Registered Terminal Equipment, Registered Protective Circuitry and Registered Communications Systems

Customer-Provided registered terminal equipment, registered protective circuitry, and registered communications systems may be directly connected at the customer's premises to the telecommunications network subject to Part 68 of the Federal Communications Commission's Rules and Regulations, as provided in this section of this document.

1. All combinations of registered equipment and associated nonregistered terminal equipment (including but not limited to wiring) shall be installed, operated and maintained so that the requirements of Part 68 of the Federal Communications Commission's Rules and Regulations are continually satisfied.

The Company may discontinue service or impose other remedies as provided for in Part 68 of the Federal Communications Commission's Rules and Regulations for failure to comply with these provisions.

2. The customer shall notify the Company of each line to which registered equipment is to be connected in advance of such connection and shall notify the Company when such registered equipment is permanently disconnected. The customer shall provide the Company the Registration Number and Ringer equivalence Number for the registered equipment and the company-provided standard jack required.
3. The customer shall not connect registered equipment to a Company line if:
  - a. the Ringer Equivalence of such equipment in combination with the total Ringer Equivalence of other equipment connected to the same line exceeds

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**SERVICETERMS&CONDITIONS**

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**CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)****C. Connections of Registered Equipment (Continued)**

3. (Continued)

a. (Continued)

the allowance maximum of five or as otherwise determined by the Company, or

b. the ringer is not of a type designed by the Company as suitable for that particular line.

4. Unless a specific waiver has been granted by the Federal Communications Commission or except as otherwise provided in "e." following, all connections of registered equipment to services furnished by the Company shall be made through company-provided standard jacks; or, in the case of registered communications systems, through standard jacks wired in other than a standard manner, when such nonstandard wiring of the jack is agreed to by the Company.

5. The requirement for the use of standard jack as described in "d." preceding is waived for registered equipment which is located in hazardous or inaccessible locations.

6. Premises Wiring Associated With Registered Communications Systems

Premises Wiring is wiring which connects separately-housed equipment entities or system components to one another, or wiring which connects an equipment entity or system component with the telephone network interface, located at the customer's premises and not within equipment housing.



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**SERVICETERMS&CONDITIONS**

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**CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)****C. Connections of Registered Equipment (Continued)****6. (Continued)****a. Fully-Protected Premises Wiring is premises wiring which is:**

- 1) No greater than 25 feet in length (measured linearly from the point where it leaves equipment or connector housings) and registered as a component of and supplied to the user with the registered terminal equipment or protective circuitry with which it is to be used.
- 2) A cord which complies with a. preceding and which is extended once by a registered extension cord. Extension cords may not be used as a substitute for wiring which for safety reasons should be affixed to or embedded in a building's structure.
- 3) Wiring located in an equipment room with restricted access, provided that this wiring remains exposed for inspection and is not concealed or embedded in the building's structure, and that it conforms to Part 68 of the Federal Communications Commission's Rules and Regulations.
- 4) Electrically behind registered equipment, system components or protective circuitry which assures that electrical contact between the wiring and commercial power wiring or earth ground will not result in hazardous voltages or excessive longitudinal imbalance at the telephone network interface.

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SERVICETERMS&CONDITIONS

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CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)

C. Connections of Registered Equipment (Continued)

6. (Continued)

b. Protected Premises Wiring Requiring Acceptance Testing for Imbalance is premises wiring which is electrically behind registered equipment, system components or circuitry which assure that electrical contact between the wiring and commercial power wiring will not result in hazardous voltages at the telephone network interface.

c. Unprotected Premises Wiring is all other premises wiring.

7. Customers who intend to connect premises wiring other than Fully-Protected Premises Wiring to the telephone network shall give advance notice to the Company in accordance with the procedures specified in Part 68 of the FCC Rules and Regulations or as otherwise authorized by the FCC.

The Company may invoke extra-ordinary procedures specified in Part 68 of the FCC Rules and Regulations where one or more of the following conditions are present:

a. Information provided in the supervisor's affidavit gives reason to believe that a violation of Part 68 of the FCC Rules and Regulations is likely.

b. A failure has occurred during acceptance testing for imbalance.

c. Harm has occurred, and there is reason to believe that this harm was a result of wiring operations performed under Part 68 of the FCC Rules and Regulations.

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SERVICETERMS&CONDITIONS

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CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)

D. ResponsibilityoftheCustomer

The customer shall be responsible for the installation, operation and maintenance of any customer-provided terminal equipment or communications system. No combinations of customer-provided terminal equipment or communication systems shall require change in or alteration of the equipment or services of the Company, unless that change or alteration is specifically permitted under the provisions of this document, or cause electrical hazards to Company personnel, damage to company equipment, malfunction of company billing equipment, or degradation of service to persons other than the user of the subject terminal equipment or communications system, his calling or called party. Upon notice from the Company that a customer-provided terminal equipment or communications system is causing such hazard, damage, malfunction or degradation of service, the customer shall make such changes as shall be necessary to remove or prevent such hazard, damage, malfunction or degradation of service.

The customer shall be responsible for the payment of a Maintenance of Service Charge as provided in "Service Connection Charges" for visits by a company employee to the customer's premises when a service difficulty or trouble report results from the use of customer-provided terminal equipment or communications system.

The customer indemnifies the Company against and holds the Company harmless from any and all losses, claims, demands, causes of action, damages, costs or liability, in law or in equity, of every kind and nature whatsoever (including, without limiting the generality of the foregoing, losses, claims, demands, causes of action, damages, costs or liability for libel, slander, fraudulent or misleading advertising, invasion of the right of privacy, or infringement of copyright or patent) arising directly or indirectly from the material transmitted over its facilities or arising directly or indirectly from any act or omission of the customer or the calling party while using or attempting to use facilities furnished by the Company or arising from combining with, or using in connection with facilities of the Company, any equipment or systems of the customer.

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**SERVICETERMS&CONDITIONS**

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**CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)****E. ResponsibilityoftheCompany**

Telecommunications services are not represented as adapted to the use of customer-provided terminal equipment or communications systems. Where customer-provided terminal equipment or communications systems are used with telecommunications services, the responsibility of the Company shall be limited to the furnishing of service components suitable for telecommunications services and to the maintenance and operation of service components in a manner proper for such services. Subject to this responsibility the Company shall not be responsible for (1) the through transmission of signals generated by the customer-provided terminal equipment or communications systems or for the quality of, or defects in, such transmission, or (2) the reception of signals by customer-provided terminal equipment or communications systems, or (3) address signaling where such signaling is performed by customer-provided signaling equipment, or (4) installation, operation or maintenance of any customer-provided equipment.

The Company will, at the customer's request, provide information concerning interface parameters, including the number of ringers which may be connected to a particular telephone line, needed to permit customer-provided terminal equipment to operate in a manner compatible with telecommunications services.

The Company may make changes in its telecommunications services, equipment, operations or procedures, where such action is not inconsistent with Part 68 of the FCC Rules and Regulations. If such changes can be reasonably expected to render any customer's terminal equipment or communications system incompatible with telecommunications services, or require modification or alteration of such customer-provided terminal equipment or communications systems, or otherwise materially affect its use or performance, the customer will be given adequate notice, as determined by the Company, in writing, to allow the customer an opportunity to maintain uninterrupted service.

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**SERVICETERMS&CONDITIONS**

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**CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)****E. ResponsibilityoftheCompany(Continued)**

Where customer-provided equipment is used in lieu of company-provided equipment on a main or extension line with individual line business exchange service, the basic instrument charge will not apply.

**F. ViolationofRegulations**

When any customer-provided terminal equipment or communications system is used with telecommunications services in violation of any of the provisions in this section, the Company will take such immediate action as necessary for the protection of the telecommunications network and company employees, and will promptly notify the customer of the violation. The customer shall discontinue such use of the terminal equipment or communications system or correct the violation and shall confirm in writing to the Company within ten (10) days, following the mailing of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure of the customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above shall result in suspension of the customer's service until such time as the customer complies with the provisions of this document.

**G. Definitions****1. Grandfathered Communications Systems**

The term "Grandfathered Communications Systems" as used in this section, denotes customer-provided communications systems (including their equipment, premises wiring and protective circuitry if any) connected at the customer's premises, in accordance with any Telephone Company's Terms & Conditions, and that are considered to be grandfathered under Part 68 of the FCC Rules and Regulations because such systems were connected to the telecommunications network prior to January 1, 1980 and are of a type of system which was directly connected (i.e., without telephone company-provided connecting arrangements) to the telecommunications network as of June 1, 1978.

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**SERVICETERMS&CONDITIONS**

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## CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)

G. Definitions(Continued)2. **Grandfathered Connections of Communication Systems**

The term "Grandfathered Connections of Communication Systems" as used in this section, denotes connections via telephone company-provided connecting arrangements of customer-provided communications systems (including their equipment and premises wiring) at the customer's premises, in accordance with any Telephone Company's Terms & Conditions, and that are considered to be grandfathered under Part 68 of the FCC Rules and Regulations because such connections to the telecommunications network were made via telephone company-provided connecting arrangements prior to January 1, 1980 and such connecting arrangements are of a type of connecting arrangement connected to the telecommunications network as of June 1, 1978.

3. **Grandfathered Terminal Equipment**

The term "Grandfathered Terminal Equipment" as used in this section, denotes customer-provided terminal equipment (including protective circuitry if any) connected at the customer's premises, in accordance with the Telephone Company's Terms & Conditions, and that is considered to be grandfathered under Part 68 of the FCC Rules and Regulations because such terminal equipment was connected to the telecommunications network prior to July 1, 1979 and is of type of terminal equipment which was directly connected (i.e., without telephone company-provided connecting arrangements) to the telecommunications network as of October 17, 1977.

4. **Grandfathered Connections of Terminal Equipment**

The term "Grandfathered Connections of Terminal Equipment" as used in this section, denotes connections via telephone company-provided connecting arrangements of customer-provided terminal equipment connected at the customer's premises, in accordance with any Telephone Company's Terms & Conditions, and that are considered to be grandfathered under Part 68 of the FCC Rules and Regulations because such connections to

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**SERVICETERMS&CONDITIONS**

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**CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)****G. Definitions(Continued)****4. Grandfathered Connections of Terminal Equipment (Continued)**

the telecommunications network were made via telephone company-provided connecting arrangements prior to July 1, 1979 and such connecting arrangements are the same type of connecting arrangement connected to the telecommunications network as of October 17, 1977.

**5. Registered Equipment**

The term "Registered Equipment" as used in this section, denotes equipment which complies and has been approved within the Registration provisions of Part 68 of the FCC Rules and Regulations.

**6. Equipment-to-Equipment Connection**

The term "Equipment-to-Equipment Connection" as used in this section, denotes the connection of equipment, which by itself is unregistrable for direct use with the telecommunications network, but is registrable or usable with host terminal equipment or communications system which in turn may be registered in accordance with Part 68 of the FCC rules and Regulations for direct connection to the telecommunications network.

**7. Service Terminating Arrangement**

The term "Service Terminating Arrangement" as used in this section, denotes company-provided equipment which terminates exchange telephone service, used for Long Distance Message Telecommunications Service (LDMTS) or Wide Area Telecommunications Service (WATS) at a customer's premises. The "Service Terminating Arrangement" provides a clearly delineated interface which facilitates the design, isolation, and testing of LDMTS or WATS. Where a protective connecting arrangement is required, the "Service Terminating Arrangement" is provided as part of the protective connecting arrangement.

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**SERVICETERMS&CONDITIONS**

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**CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)****H. Interpositioning of Customer-Provided Terminal Equipment and Communications Systems**

1. Interpositioned customer premises equipment arrangements (i.e., arrangements of terminal equipment and communications systems) are those arrangements which require that company-provided equipment gain access to the telecommunications network through customer-provided equipment.
2. Customer-provided equipment may be interpositioned at the customer's premises either between the company-provided equipment and the telecommunications network or between items of company-provided equipment. Company-provided equipment will be furnished in an interpositioned configuration for use with telecommunications services in accordance with the following:
  - a. Customer-provided equipment to be connected in an interpositioned configuration must meet the requirements of Part 68 of the FCC Rules and Regulations.
  - b. The connections between equipment of the interpositioned configuration must conform to recognized standard interfaces such as those specified by the Electronics Industries Association (EIA) or authorized by Part 68 of the FCC Rules and Regulations.
  - c. The interpositioning must occur at the same premises where the associated telecommunications service is terminated.
  - d. Any premises wiring which is provided by the customer must be provided in accordance with provisions of Part 68 of the FCC Rules and Regulations.
  - e. The Company reserves the right to determine whether or not any individual interpositioned configuration is technically feasible and compatible with company-provided services and equipment; however, if such a configuration is provided:



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SERVICETERMS&CONDITIONS

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## CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)

H. InterpositioningofCustomer-ProvidedTerminalEquipmentandCommunicationsSystems(Continued)

2. (Continued)

e. (Continued)

- 1) The Company makes no representation as to the quality of transmission over an interpositioned configuration. Maintenance responsibility for company-provided equipment so connected is limited to assuring that the company-provided equipment is functioning properly.
- 2) When interpositioned connections are made, it shall be the responsibility of the customer to ensure the continuing compatibility of the customer-provided equipment with company-provided services and equipment.

I. Equipment-to-EquipmentConnections

Equipment-to-equipment connections, as defined in definitions preceding, will only be permitted with company-provided host terminal equipment and communications system when:

1. The supplier of the added equipment insures compliance of the combined host and added equipment, including wiring, with Part 68 of the FCC Rules and Regulations and provisions of this document.
2. Connection of the added equipment to the host is made through a company-provided interface which:
  - a. Provides all points of connection between the added equipment and wiring internal to host equipment housings.
  - b. Permits reasonable trouble isolation, as determined by the Company.
  - c. Is otherwise acceptable to the Company for the specific connection to be accomplished.
3. Such permission does not necessitate disclosure, by the Company, of information which is proprietary in nature.

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SERVICETERMS&CONDITIONS

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CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)

I. Equipment-to-EquipmentConnections(Continued)

4. The customer subscribing to the host notifies the Company of the added equipment and the host terminal equipment communications system to which such added equipment is to be connected, in advance of such connection, and agrees to notify the Company when such added equipment is permanently disconnected.

The Company reserves the right to not allow, or to require disconnection of, an equipment-to-equipment connection to any company-provided host terminal equipment or communications system for reasons including, but not limited to:

- a. Incompatibility of specific equipment-to-equipment connection with the design and/or functioning of a specific host or impairment in the performance of a specific host following such connection:
- b. Inability to accommodate an equipment-to-equipment connection without manufacturing or other modifications to the host which, in the option of the Company, are unwarranted.

Rates and charges for equipment-to-equipment connections to company-provided host terminal equipment and communications systems will be based on the costs attributable to the specific connection and/or disconnection involved.

The customer subscribing to the host will be responsible for the payment of the Maintenance of Service Charge as specified in "Service Connection Charges", of this document for visits by a company employee to the customer's premises in response to a service difficulty or trouble report resulting from the addition of customer-provided equipment to company-provided host terminal equipment or communications systems.

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**SERVICETERMS&CONDITIONS**

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## CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)

J. Connections of Grandfathered Terminal Equipment and Grandfathered Communications Systems1. Direct Connectionsa. **Grandfathered Terminal Equipment and Communications Systems**

Grandfathered terminal equipment and communications systems may remain directly connected and be moved and reconnected to the telecommunications network for the life of the equipment without registration and may be modified only in accordance with Part 68 of the FCC Rules and Regulations, subject to the following:

- 1) The customer shall notify the Company when such grandfathered terminal equipment is to be connected and shall notify the Company when such grandfathered terminal equipment is to be permanently disconnected; such notification shall include a description of the equipment including the manufacturer's name, model number, and type of equipment;
- 2) all such connections are made through company-provided standard jacks or are otherwise connected by the Company; and
- 3) all such connections shall comply with the minimum protection criteria following;
- 4) premises wiring shall conform to Part 68 of the FCC Rules and Regulations;
- 5) no changes may be made to equipment so connected except by the manufacturer thereof, or a duly authorized agent of the manufacturer;

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CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)K

J. Connections of Grandfathered Terminal Equipment and Grandfathered Communications Systems  
(Continued)

1. Direct Connections (Continued)

a. (Continued)

6) additions to grandfathered communications systems may be made without registration of any additional equipment involved if:

a) equipment so added is being reconnected, i.e., was previously directly connected prior to January 1, 1980, in accordance with Telephone Company Terms & Conditions; and

b) such additions comply with the provisions of 1. through 5. preceding.

7) additions of registered equipment to grandfathered communications systems are subject to the provisions of this section preceding.

Customer-provided terminal equipment and customer-provided communications systems connected to the telecommunications network via customer-provided grandfathered protective circuitry are subject to the provisions preceding.

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SERVICETERMS&CONDITIONS

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## CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)

J. Connections of Grandfathered Terminal Equipment and Grandfathered Communications Systems  
(Continued)2. Connections through Connecting Arrangements Provided by the Companya. General

## 1) Basis of Connection

- a) Grandfathered connections of terminal equipment and grandfathered connection of communications systems made in accordance with "b" below may remain connected and be moved and reconnected for the life of the equipment and may be modified only in accordance with Part 68 of the FCC Rules and Regulations. Connecting arrangements used for such moves and reconnections will continue to be provided by the Company subject to their availability, at the rates and charges specified in this section.
- b) Equipment-to-equipment connections made prior to July 1, 1980, may remain connected and be moved and reconnected for the life of such devices or system components (and may be modified only in accordance with Part 68 of the FCC Rules and Regulations), or for the life of the company-provided terminal equipment or communication system. Connecting arrangements used for reconnection of such customer-provided devices or system components will continue to be provided by the Company, subject to their availability, at the rates and charges specified in this section.

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SERVICETERMS&CONDITIONS

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## CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)

J. Connections of Grandfathered Terminal Equipment and Grandfathered Communications Systems  
(Continued)2. Connections through Connecting Arrangements Provided by the Company (Continued)a. General (Continued)

## 1) Basis of Connection (Continued)

- c) Customer-provided communications systems which are not subject to Part 68 of the FCC Rules and Regulations may be connected in accordance with this section. Company-provided connecting arrangements are furnished for the connection of such systems at the rates and charges specified in this section.
- d) Separate, identifiable and discrete protective circuitry (i.e., connecting arrangements) used for grandfathered connections of communications systems to the telecommunications network may be removed or replaced with apparatus of lesser protective function, provided that any equipment, and any premises wiring whose classification is changed thereby, conforms to Part 68 of the FCC Rules and Regulations.

## 2) Network Control Signaling

Network control signaling shall be performed by equipment furnished, installed and maintained by the Company, except that:

- a) Customer-provided tone-type address signaling is permissible through a company-provided connecting arrangement. When the customer has the capability to originate calls by means of such instruments and special central office facilities exist, the rates and charges for Tel-touch Telephone Service specified in this document apply.

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SERVICETERMS&CONDITIONS

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## CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)

J. Connections of Grandfathered Terminal Equipment and Grandfathered Communications Systems  
(Continued)3. Grandfathered Connections of Terminal Equipment

## a. Data Terminal Equipment

Subject to the provisions of "b.1)" preceding, customer-provided data terminal equipment (including telephotograph equipment) may be connected at the customer's premises to the telecommunications network through a network control signaling unit and a data access arrangement provided by the Company in accordance with the following:

- 1) The customer shall furnish the equipment which performs the functions of:
  - a) conditioning the data signals generated by the customer-provided terminal equipment to signals suitable for transmission by means of Company services, and
  - b) conditioning signals transmitted by means of Company services to data signals suitable for reception by customer-provided equipment.
- 2) The customer-provided data terminal equipment must comply with the minimum protection criteria specified in this section following.
- 3) Where data access arrangements is furnished in connection with customer-provided terminal equipment and such terminal equipment is used for both voice and data communication, the data access arrangement may be used to connect the customer-provided terminal equipment for voice communication.

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SERVICETERMS&CONDITIONS

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CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)

J. Connections of Grandfathered Terminal Equipment and Grandfathered Communications Systems  
(Continued)

3. Grandfathered Connections of Terminal Equipment (Continued)

b. Voice Terminal Equipment

Subject to the provisions of "b.1)" preceding, customer- provided voice terminal equipment may be connected at the customer's premises to the telecommunications network in accordance with the following:

- 1) The connection shall be made through a network control signaling unit and a connecting arrangement furnished by the Company. In accordance with this tariff, a connecting arrangement is not required for the connection of Attested Equipment or Conforming Answering Devices.
- 2) Where a data access arrangement is furnished in connection with customer-provided terminal equipment and such terminal equipment is used for both voice and data communication, the data access arrangement may be used to connect the customer-provided terminal equipment for voice communication.
- 3) The customer-provided voice terminal equipment must comply with the minimum protection criteria specified in this section following.



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SERVICETERMS&CONDITIONS

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## CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)

J. Connections of Grandfathered Terminal Equipment and Grandfathered Communications Systems  
(Continued)4. Grandfathered Connections of Communications Systems

Subject to the provisions of "b.1)" preceding, customer- provided communications systems may be connected at the customer's premises to telecommunications systems in accordance with the following:

- a. The connection shall be through a network control signaling unit and connecting arrangements furnished by the Company.
- b. The provisions relating to minimum protection criteria set forth in this section following shall apply to the connection of customer-provided communications systems.

5. Minimum Protection Criteria for Electrical Connections

To prevent excessive noise and crosstalk in the network, it is necessary that the power of the signal at the central office not exceed 12 dB below one milliwatt when averaged over any three second interval. To insure that this limit is not exceeded the power of the signal which may be applied by the customer-provided equipment to the Company interface located on the customer's premises will be specified for each customer location but in no case shall it exceed one milliwatt.

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SERVICETERMS&CONDITIONS

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## CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)

J. Connections of Grandfathered Terminal Equipment and Grandfathered Communications Systems  
(Continued)5. Minimum Protection Criteria for Electrical Connections (Continued)

To protect other services, it is necessary that the signal which is applied by the customer-provided equipment to the Company interface located on the customer's premises meets the following limits:

- a. The power in the band from 3,995 Hertz to 4,005 Hertz shall be at least 18 dB below the power of the signal as specified above.
- b. The power in the band from 4,005 Hertz to 10,000 Hertz shall not exceed 16 dB below one milliwatt.
- c. The power in the band from 10,000 Hertz to 25,000 Hertz shall not exceed 24 dB below one milliwatt.
- d. The power in the band from 25,000 Hertz to 40,000 Hertz shall not exceed 36 dB below one milliwatt.
- e. The power in the band above 40,000 Hertz shall not exceed 50 dB below one milliwatt.

To prevent the interruption or disconnection of a call, or interference with network control signaling, it is necessary that the signal applied by the customer-provided equipment to the Company interface located on the customer's premises at no time have energy solely in the 2,450 to 2,750 Hertz band. If the signal power is in the 2,450 to 2,750 Hertz band, it must not exceed the power present at the same time in the 800 to 2,450 Hertz band.

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SERVICETERMS&CONDITIONS

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## CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)

J. Connections of Grandfathered Terminal Equipment and Grandfathered Communications Systems  
(Continued)6. Attested Equipment Connected Prior to July 1, 1980

Until July 1, 1980, customer-provided headsets and non-powered conferencing equipment which met the standards and procedures set forth by the Company for Attested Equipment may be connected at the customer's premises to the telecommunications network in accordance with 1. through 5. following. Such equipment may remain connected and be moved and reconnected in accordance therewith for the life of the equipment unless subsequently modified.

- a. The connection shall be made through an interface termination (e.g., headset jack) provided by the Company.
- b. The Identification Number issued by the Company to the manufacturer or supplier must appear on each unit of Attested Equipment utilized.
- c. Customers must notify the Company of their intention to connect Attested Equipment. Such notification must include the Identification Number of the equipment and the location at which that equipment is to be used.
- d. Attested Equipment may not:
  - 1) be connected to a source of electrical power which is external to the telecommunications network;
  - 2) be grounded;
  - 3) perform any network control signaling functions prior to and including the establishment of the intended transmission path;

SERVICETERMS&CONDITIONS

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CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)

J. Connections of Grandfathered Terminal Equipment and Grandfathered Communications Systems  
(Continued)

6. Attested Equipment Connected Prior to July 1, 1980 (Continued)

d. Attested Equipment may not: (Continued)

4) have amplification in the transmission path (other than single ended terminal devices with the maximum protection criteria set forth in the preceding); and

5) use wiring external to such equipment that is permanently affixed at the site of the installation other than portable connections compatible with the interface terminations provided by the Company.

e. Attested Equipment must comply with the minimum protection criteria set forth in the preceding "Minimum Protection Criteria for Electrical Connections".

In the event Attested Equipment bearing an Identification Number does not meet the requirements set forth by the Company, the customer using such Attested Equipment shall either disconnect the equipment from the Company service or arrange for connection of the equipment in accordance with the preceding.

7. Conforming Answering Devices Connected Prior to July 1, 1979

Customer-provided Conforming Answering Devices which meet the standards and procedures set forth by the Company for Conforming Answering Devices and which were connected at the customer's premises to the telecommunications network prior to July 1, 1979, in accordance with 1. through 5. following, may remain connected and be moved and reconnected in accordance therewith for the life of the equipment, unless subsequently modified.

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SERVICETERMS&CONDITIONS

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## CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)

J. Connections of Grandfathered Terminal Equipment and Grandfathered Communications Systems  
(Continued)7. Conforming Answering Devices Connected Prior to July 1, 1979 (Continued)

- a. Customers shall notify the Company of their intention to connect Conforming Answering Devices. Such notification shall include the location at which the Conforming Answering Device is to be used as well as its Conformance Number.
- b. The Conforming Answering Device shall only be connected by means of a jack or jack arrangement provided by the Company.
- c. The Conforming Device shall be operated and maintained in accordance with those instructions furnished with such Conforming Answering Device as required by the Company.
- d. Conforming Answering Devices may not;
  - 1) be used to transmit or receive data signals;
  - 2) be used to originate calls.
- e. The Conforming Answering Device shall comply with the minimum protection criteria set forth in "Minimum Protection Criteria for Electrical Connections".

In the event that an answering device bearing a Conformance Number does not meet the requirements of the Company for Conforming Answering Devices, the customer using such answering device shall either disconnect the device from the Company service or arrange for connection for the device in accordance with "Connections of Registered Equipment" preceding.

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SERVICETERMS&CONDITIONS

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## CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)

J. Connections of Grandfathered Terminal Equipment and Grandfathered Communications Systems  
(Continued)8. Customer-Provided Voice or Data Terminal Equipment

Customer-provided voice or data terminal equipment (including telephotograph equipment) and customer-provided communications systems may be acoustically or inductively connected at the customer's premises to the telecommunications network provided the acoustic or inductive connection is made externally to the network control signaling unit when such unit is provided by the Company.

Customer-provided tone-type address signaling is permitted through such connections, however, the services of the Company are not designed for such use and the Company makes no representation as to the reliability of address signaling which is performed in such matter.

9. Accessories

Customer-provided accessories may be used with telecommunications services provided that such accessories comply with the provisions preceding.

10. Connections of Customer-Provided Communications Systems Not Subject to Part 68 of the Federal Communication's Rules and Regulations

Customer-provided communications systems not subject to Part 68 of the FCC Rules and Regulations may be connected with telecommunications services in accordance with "a., b. and c." following. These communications systems (including channels derived from such systems), not exceeding voice grade, may be connected at the customer's premises provided that:

- a. The connection is made through a connecting arrangement furnished by the Company.

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SERVICETERMS&CONDITIONS

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## CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)

J. Connections of Grandfathered Terminal Equipment and Grandfathered Communications Systems  
(Continued)10. Connections of Customer-Provided Communications Systems Not Subject to Part 68 of the Federal Communication's Rules and Regulations (Continued)

b. The connection is:

- 1) Through switching equipment, or
- 2) Through a network control signaling unit and connecting arrangement furnished by the Company, or
- 3) Directly to the company-provided connecting arrangement if the customer-provided communications system is arranged to promptly return the exchange telephone service or WATS line to an idle (on hook) state if the system fails. The customer shall then notify the Company of the failed condition.

c. The provisions relating to minimum protection criteria set forth preceding shall apply to the connection of customer-provided communications systems.

11. Connections of Service Station Lines and Facilities Furnished by the Customer Which Involve Hazardous or Inaccessible Locations

Except as otherwise provided below, service station lines, and facilities furnished by the customer which involve hazardous or inaccessible locations, may be connected to the telecommunications network.

Customer-provided terminal equipment and communications systems connected to the telecommunications network in accordance with above prior to January 1, 1980 may remain connected and be moved and reconnected for the life of the equipment without registration unless subsequently modified. New installations of customer-provided terminal equipment and communications systems to the telecommunications network in accordance with "Connections of Registered Equipment" preceding.

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SERVICETERMS&CONDITIONS

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## CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)

K. Connections of Other Common Carrier-Provided Communications Systems1. General Provision

Communications systems provided by the Other Common Carrier hereafter referred to as the OCC, may be connected with the facilities furnished by the Company for exchange, Long Distance Message Telecommunications Service, and Wide Area Telecommunications Service as specified in 2. through 8. following.

2. Responsibility of the Customer

Where exchange, Long Distance Message Telecommunications Services, and Wide Area Telecommunications Service are available under this document for use in connection with OCC-provided communications systems, the operating characteristics of such systems shall be such as not to interfere with any of the services offered by the Company. Such use is subject to the further provisions that the OCC-provided systems do not endanger the safety of Company employees or the public; damage, require change in, or alteration of, the equipment or other facilities unless the change or alteration is specifically permitted under the provisions of "Equipment-to-Equipment Connections" of this document; impair the operation of the telecommunications system or otherwise injure the public in its use of the Company's services. Upon notice from the Company that the OCC-provided system is causing or is likely to cause such hazard or interference, the customer shall arrange with the OCC to make such change as shall be necessary to remove or prevent such hazard or interference.

The customer shall be responsible for payment of a Maintenance of Service Charge, as set forth in "Service Connection Charges" for each repair visit by the Company to the premises of the customer where the service difficulty results from the use of equipment, facilities, or services provided by an Other Common Carrier.



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SERVICETERMS&CONDITIONS

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## CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)

K. Connections of Other Common Carrier-Provided Communications Systems (Continued)3. Network Control Signaling

Satisfactory performance of the telecommunications network requires continuing functional capability of the network control signals and the switching equipment involved. To assure such continuing capability, network control signaling (except customer-provided tone-type address signaling through a company-provided or OCC-provided connecting arrangement) in the furnishing of telecommunications service shall be performed by equipment furnished, installed and maintained by the Company or the OCC.

4. Conditions for Connection of Other Common Carrier-Provided Communications Systems at the Premises of the Customer

Other Common Carrier-provided communications systems (including channels derived from such systems) analog, not exceeding voice or digital, may be connected with exchange, Long Distance Message Telecommunications Service at the premises of the customer, provided that the connection is only made through a Service Terminating Arrangement in one of the following ways:

- a. The connection is either through equipment which effects such connection externally to a company-provided network control signaling unit by means of an acoustic or inductive connection for transmitting and/or receiving or through direct electrical connection in accordance with "b." or "c." following.

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SERVICETERMS&CONDITIONS

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## CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)

K. Connections of Other Common Carrier-Provided Communications Systems (Continued)4. Conditions for Connection of Other Common Carrier-Provided Communications Systems at the Premises of the Customer (Continued)

- b. Where the connection with the OCC-provided communications systems involves direct electrical connection to the facilities furnished by the Company for exchange, Long Distance Message Telecommunications Service, or Wide Area Telecommunications Service, such connection shall be made:
  - 1) Through switching equipment,
  - 2) Through a channel derivation device, or
  - 3) Directly to the Service Terminating Arrangement.
- c. Where the connection is made by means of switching equipment provided by the customer, or by means of a channel derivation device provided by the customer, such switching equipment or derivation device, and the facilities provided by the OCC shall be treated as a customer-provided communications system and the regulations applicable to the connection of customer-provided communications systems shall apply, as set forth in "Connections of Registered Equipment" and "Connections of Grandfathered Terminal Equipment and Grandfathered Communications Systems".
- d. Connection may be made if the forms of electrical communication are the same and consistent with those for which the company-provided service is offered. Connections are not represented as being suitable for satisfactory transmission.

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SERVICETERMS&CONDITIONS

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## CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)

K. Connections of Other Common Carrier-Provided Communications Systems (Continued)4. Conditions for Connection of Other Common Carrier-Provided Communications Systems at the Premises of the Customer (Continued)

- e. The rates and charges for connection with OCC-provided communications systems shall be the same as those that would apply if company services were so connected. The rates and charges to the customer are in addition to the rates and charges made by the OCC for the services and channels which it provides.
- f. The customer has a requirement to communicate over the WATS line to or from the premises of that customer located in the same state and state subdivision as that for which the WATS initial period rate applies. Other Common Carrier-provided communications systems which are connected directly to the Service Terminating Arrangement must terminate only in that WATS same state and state subdivision in terminal equipment or a multi-line terminating system.

5. Conditions for Connection of Other Common Carrier-Provided Communications Systems at the Premises of the Company

- a. Communications Systems (utilizing central office connecting facilities), not exceeding voice grade, provided by an OCC to a customer may be directly connected at the premises of the Company with exchange service or Long Distance Message Telecommunications Service furnished by the Company to the same customer, provided such connections are made through:
  - 1) Individual exchange lines or PABX trunk exchange lines to permit communications via the OCC- provided communications system, to or from the customer's premises located in an exchange foreign to the exchange in which the connection is made.

SERVICETERMS&CONDITIONS

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CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)

K. Connections of Other Common Carrier-Provided Communications Systems (Continued)

5. Conditions for Connection of Other Common Carrier-Provided Communications Systems at the Premises of the Company (Continued)

a. (Continued)

2) Centrex control switching equipment furnished in accordance with other provisions of this document.

b. Communications Systems (utilizing central office connecting facilities), not exceeding voice grade, provided by an OCC to a customer may be connected at the premises of the Company with WATS furnished by the Company to the same customer, provided the connection is made through:

1) Centrex control switching equipment furnished in accordance with other provisions of this document.

2) Common control switching arrangements or a switching center for enhanced private switched communications services in accordance with F.C.C. No. 1, Exchange Carrier Association Tariff.

The connections specified above shall be made only if;

a) The customer has a requirement to originate or terminate communications over the WATS line to or from premises of that customer located in the same state and state subdivision as that for which the WATS initial period rate applies; and

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SERVICETERMS&CONDITIONS

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CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)

K. Connections of Other Common Carrier-Provided Communications Systems (Continued)

5. Conditions for Connection of Other Common Carrier-Provided Communications Systems at the Premises of the Company (Continued)

b. (Continued)

2) (Continued)

b) The forms of electrical communications are the same and consistent with those for which the company-provided service is provided.

c. Channels (utilizing central office connecting facilities), not exceeding voice grade, provided by an OCC, to a customer may be connected with WATS arranged for outward service furnished by the Company to the same customer, at the WATS central office which normally serves the customer's premises provided that:

1) The customer has a requirement to originate communications over the WATS line from premises of that customer located in the same state and state subdivision as that for which the WATS initial period rate applies;

2) Connection shall be made only if the forms of electrical communications are the same and consistent with those for which the company-provided service is offered;

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## CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)

K. Connections of Other Common Carrier-Provided Communications Systems (Continued)5. Conditions for Connection of Other Common Carrier-Provided Communications Systems at the Premises of the Company (Continued)

c. (Continued)

- 3) Such OCC channel is dedicated to the exclusive use of the WATS customer and is terminated at the premises of the OCC switching equipment provided by the OCC to the WATS customer as part of its authorized domestic switched private line service;
- 4) All communications over outward WATS will originate at the premises of the WATS customer via an access channel to OCC's switching arrangement. That access channel will be dedicated to the private use of the WATS customer and not used or usable for public communications service.

6. OCC Service

All arrangements for service provided by an OCC shall be made by the customer with that carrier. The furnishing of exchange, Long Distance Message Telecommunications Service, and Wide Area Telecommunications Service by the Company is not a part of a joint undertaking with the OCC.

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SERVICETERMS&CONDITIONS

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## CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)

K. Connections of Other Common Carrier-Provided Communications Systems (Continued)7. Responsibility of the Company

The Company shall not be responsible for the installation, operation or maintenance of any OCC-provided communications equipment or system. Exchange, Long Distance Message Telecommunications Services, and Wide Area Telecommunications Services are not represented as adapted to the use of OCC-provided equipment or systems and where such equipment or systems are connected to company facilities, the responsibility of the Company shall be limited to the furnishing of facilities suitable for exchange, Long Distance Message Telecommunication Service, or Wide Area Telecommunications Service and to the maintenance and operation of such facilities in a manner proper for such telecommunications service; subject to this responsibility, the Company shall not be responsible for (1) the through transmission of signals generated by the OCC-provided equipment or for the quality of, or defects in, such transmission, or (2) the reception of signals by the OCC-provided equipment or system or (3) network control signaling where such signaling is performed by OCC-provided network signaling equipment.

Where an OCC-provided communications system utilizes satellite facilities, the connection of such OCC-provided system to WATS may result in the utilization of two or more satellite circuits on the same combined connected facilities. The responsibility of the Company where such a system is connected to WATS shall be limited to the furnishing of facilities suitable for WATS and to the maintenance and operation of such facilities in a manner proper for such telecommunications service. Subject to this responsibility the Company shall not be responsible for the quality of the through transmission of signals on such connection.

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SERVICETERMS&CONDITIONS

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## CONNECTIONS WITH CERTAIN FACILITIES AND/OR EQUIPMENT OF OTHERS (Continued)

K. Connections of Other Common Carrier-Provided Communications Systems (Continued)7. Responsibility of the Company (Continued)

Except for defects in the WATS, the Company shall not apply any allowance for impaired transmission resulting from such connection to the charges for WATS associated with such connection. The Company shall not be responsible to the customer or OCC if changes in minimum network protection criteria or in any of the facilities, operations or procedures of the Company render any facilities provided by an OCC thereof, obsolete or require modification or alteration of such equipment or system, or otherwise affect its use or performance.

8. Violations of Regulations

When any OCC-provided system is connected to the exchange, long distance message telecommunications service, or wide area telecommunications service, in violation of any of the provisions in "Connections of Other Common Carrier-Provided Communications Systems", the Company will take such immediate action as necessary for the protection of the network, and will promptly notify the customer of the violation. The customer shall discontinue such connection of the equipment or systems or correct the violation and shall confirm in writing to the Company within ten days, following the receipt of written notice from the Company, that such connection has ceased or that the violation has been corrected. Failure of the customer to discontinue such connection or to correct the violation and to give the required written confirmation to the Company within the time stated above shall result in suspension of the customer's service until such time as the customer complies with the provisions of this document.



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Reserved For Future Use

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## LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

A. TechnicalTermsandAbbreviations

AccessLine – An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to The Company's location or switching center.

Commission – Used throughout this document to mean the Public Service Commission.

CommonCarrier – A company or entity providing telecommunications services to the public and subject to the jurisdiction of the Commission.

Company – Used throughout this document to mean Telepak Networks, Inc., a Mississippi corporation.

Customer – The person, firm, corporation or other legal entity which orders the services of Telepak Networks, Inc., and is responsible for the payment of charges and is responsible for compliance with the Company's regulations.

MeasuredCharge – A charge assessed on a per minute basis in calculating a portion of the long distance charges due for a completed call.

Telecommunications – The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

UnderlyingCarrier – The telecommunications carrier whose network facilities provides the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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SERVICETERMS&CONDITIONS

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## LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE (Continued)

B. Description of Service1. Computation of Charges

- a. The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be a variable measured charge dependent on the duration and time of day of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in six second increments, with a sixty second minimum per call. All partial increments are rounded up to the next whole increment.
  - b. Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V&H) coordinates for each exchange and the airline distance between them will be applied per industry standards.
  - c. Timing of each call begins as specified below in Section C.1.d . and ends when the calling party hangs up, where answer supervision is available.
  - d. Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. The Company will not bill for uncompleted calls.
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## LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE (Continued)

B. Description of Service (Continued)2. Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or billings may be made in writing or by phone to the Company at:

1018 Highland Colony Parkway  
Suite 400  
Ridgeland, Mississippi 39157  
877-835-3725

or to the business office listed on the Customer's bill.

Any objection to billed charges should be reported promptly to the Company. Adjustments to the Customer's bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling occurs, due to either the Company or Company error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

If notice of a dispute as to charges is not received in writing by the Company, within thirty (30) days after an invoice is rendered, such invoice shall be deemed to be correct and binding upon the Company. Accounts not paid within twenty-eight (28) days from the rendering of an invoice will be considered delinquent.

3. Billing Entity Conditions

When billing functions on behalf of the Company or its intermediary are performed by any local exchange telephone companies, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name will appear on the Customer's bill.

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## LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE (Continued)

B. Description of Service (Continued)4. Service Offerings

## a. 1+ Dialing

The Customer utilizes "1+" dialing, or "10XXX" dialing followed by a "1+ten digits" for InterLATA calls, or dials "10XXX" or "1+10 digits" for intraLATA calls. This includes furnishing of voice communications but may also include data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the service.

## b. Dedicated 800 Service (Toll Free)

Dedicated 800 Service (Toll Free) is inbound calling only, where an 800, 888 or other toll-free prefix number rings into a Customer's premises routed directly to the Company's network. To subscribe to the Dedicated 800 Services, the Customer is required to provide facilities to the Company's network.

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## LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE (Continued)

B. Description of Service (Continued)4. Service Offerings (Continued)

## c. Switched 800 Service (Toll Free)

Switched 800 Service (Toll Free) is provided on an individual contract basis. This service is inbound calling only, where an 800, 888 or other toll free prefix number rings into a Customer's premises routed directly to The Company's network. To subscribe to this service, the Customer is not required to provide facilities to the Company's network, but must sign a contract which sets forth pricing and other elements for the provision of the service.

## d. Optional Long Distance Plan

The Customer can choose this plan for all of the Customer's long distance communications. The plan includes the furnishing of voice communications, and may also include data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the service. The plan provides for a flat per minute rate.

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## LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE (Continued)

B. Description of Service (Continued)4. Service Offerings (Continued)

## e. Optional Business Unlimited Plan

The customer can choose this plan for all of the Customer's long distance communications. The plan includes the furnishing of voice communications, and may also include data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the service. The plan provides for unlimited calling within the continental United States for a monthly recurring charge. The plan is limited where facilities and equipment are available.

## f. Other 800 Service (Toll Free) and WATS Service

Other than the Dedicated 800 Service and ICB Dedicated 800 Service described above, the Company does not offer such services at this time.

## g. Local Calls and Operator Services

Local calls will not be accepted or completed. Operator services are billed in the Company's name at AT&T operator rates on file in AT&T Tariff.

## h. Specialized Pricing Arrangements

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids and shall not be included in this document. Service offered under this provision will be provided to "Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

## i. Emergency Call Handling Procedures

Emergency "911" calls are not routed to the Company, but are completed.

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## LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE (Continued)

C. Rates1. Dedicated800Service(TollFree)–Rates

The company will charge a rate of \$0.55 per minute with no time of day discounts and without regard to mileage for calls originating.

2. Switched800Service(TollFree)–Rates

Rates for this service will be on an individual contract basis.

AdditionalRatesforDedicated800andSwitched800Service(TollFree)


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Toll Free Number Hold Charge	\$ 2.00 per month
Toll Free Directory Assistance	\$15.00 per month
Toll Free Number Setup Charge	\$25.00 one time

3. OptionalLongDistancePlan

The Company will charge per account a flat rate per minute with no time of day discounts and without regard to mileage for calls originating. The flat rate per minute shall be \$.10 for the continental United States calls.

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## LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE (Continued)

C. Rates(Continued)4. OptionalBusinessUnlimitedPlan

The company will charge a \$25.00 monthly recurring charge for unlimited calling. This plan will apply to intrastate and interstate calls within the continental United States. If usage exceeds by ten (1) times the average usage of all customers on this plan subscribing to the same number of lines, the subscriber may be charged an additional fee of \$50.00 per month per line or may be required to change to another plan. This calling plan usage does not include multi-party conference calls, calls to 900 numbers, directory assistance, calling card, or operator services. This plan is limited only where facilities and equipment are available.

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SERVICETERMS&CONDITIONS

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## UNREGULATED AND BUNDLED SERVICE OFFERINGS

A. HostedIPVoiceService1. GeneralDescription

- a. Hosted IP Voice Service is an integrated solution using the Company MPLS network and the Company Voice over Internet Protocol (VoIP) infrastructure to deliver enhanced communication capabilities. The Company VoIP infrastructure includes a network-based Session Initiation Protocol (SIP) telephone platform. Hosted IP Voice Service provides PBX-like functionality and centralized communications management without on premise PBX equipment.
- b. Hosted IP Voice Service is only available to business customers and offered where Facilities and equipment are available.
- c. Unless specifically exempted, Hosted IP Voice Service shall be subject to all general regulations applicable to the provision of service by the Company as stated in this Terms & Conditions document.
- d. Compatible Customer Premise Equipment (CPE) is required for some service offerings. The Customer is responsible for providing the power and Internet Service required for any CPE connected to Hosted IP Voice Service.
- e. Facilities and operational characteristics of interface signals between the Company providing connecting arrangements and any Customer-provided equipment must conform to the rules and regulations of the Company considered necessary to maintain proper standards of service.
- f. The Company shall not be responsible if changes in any equipment, operations, or procedures of the Company used in the provisioning of Hosted IP Voice Service render any facilities or equipment provided by the Customer obsolete or require modification of such equipment or system, or otherwise affect its use or performance.
- g. Situations where the Customer specifically requests service from a central office other than its normal serving central office will be handled on an individual case basis.
- h. Telephone number porting is available.

\*The PSC does not regulate these services, provided for informational purposes.

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SERVICETERMS&CONDITIONS

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## UNREGULATED AND BUNDLED SERVICE OFFERINGS

A. HostedIPVoiceService(Continued)2. PaymentforService

- a. The minimum charge period for Hosted IP Voice Service provided under this document is twenty-four (24) months. Longer terms of service are available at a discount on an individual case basis.
- b. Service Charges specified in Section 4 of this document are applicable for the installation of new lines at the Customer premises. These charges are not applicable for existing business Customers who wish to move from an existing business line service to Hosted IP Voice Service.
- c. Service Charges do not apply for Customer Web Portal transactions which only involve additions, deletions, or changes to the services or features provided as part of Hosted IP Voice Service.
- d. Early termination penalties apply as per the Service Agreement.
- e. If service is canceled by the customer after installation of the service, but prior to the completion of the contract period, the customer shall be obligated to pay a termination liability charge. The charge is calculated by multiplying the monthly rate by the remaining months in the contract period, plus, if initially waived, up to three hundred dollars (\$300) for installation charges. These charges shall be due and payable in their entirety immediately upon such termination.

3. PromotionalCampaigns

At the Company's discretion, the following charges may be reduced or waived during Promotional campaigns and/or as part of Customer negotiations:

Nonrecurring installation charges

\*The PSC does not regulate these services, provided for informational purposes.

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SERVICETERMS&CONDITIONS

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## UNREGULATED AND BUNDLED SERVICE OFFERINGS

A. HostedIPVoiceService(Continued)4. RegulationsandConditions

- a. One Directory Listing is provided without charge for each Hosted IP Voice Service or Fax Line. Additional Listings may be provided as specified for Additional Listing Service in the Directory Listings section of the Company Service Terms & Conditions. (T)
- b. The company shall not be liable for any loss or damages arising out of error, interruptions, defects, failure, or malfunctions of Hosted IP Voice Service or associated equipment. Damages arising out of such interruptions, defects, failures, or malfunctions of the service after the Company has been notified, and has reasonable time for repair, shall in no event exceed an amount equivalent to the charges made for the service affected for the period following notice from the Customer until service is restored. (T)
- c. Operator Services including busy line verification and interrupt are not available with this service.
- d. Directory Assistance Service is available as described in Section 3 of the Company Service Terms & Conditions.
- e. Call Management Features are included in each Service Plan as indicated herein. Additional Call Management Features are available at applicable rates and as described in Section 5 of this document.
- f. 911 Emergency Service provided in connection with this product is only available at the street address registered with the Company for the particular area code and telephone number on the Service Order. 911 calls will be routed to the 911 dispatcher located at the Public Safety Answering Point designated for the address listed at the time of service registration. If the Customer fails to correctly identify the actual current and correct physical street address location where the Customer equipment will be located at the time of service registration 911 communications may be misdirected to an incorrect local emergency service provider. The Company and its third party providers disclaim any and all liability and responsibility in the event such information or routing is incorrect.

\*The PSC does not regulate these services, provided for informational purposes.

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SERVICETERMS&CONDITIONS

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## UNREGULATED AND BUNDLED SERVICE OFFERINGS

A. HostedIPVoiceService(Continued)4. RegulationsandConditions(Continued)

- g. All non-voice communications equipment including, but not limited to, home security systems that are set up to make automatic telephone calls and medical monitoring devices are not compatible with this product. Fax machines and modems may not be compatible with this product. Customer waives any claim against the Company for interference with or disruption of such systems due to use of this product.
- h. The Customer is prohibited from reselling or transferring the Service or Equipment to any other person or party for any purpose, without the express written consent of the Company.
- i. The Customer is prohibited from using the Service for any uses that result in excessive usage inconsistent with normal business usage patterns. Specifically, if the Company determines, in its sole discretion, that the Customer is reselling or transferring the Service or that the Service is being used for excessive auto dialing, call forwarding, telemarketing, fax broadcasting, or fax blasting, the Company reserves the right to immediately terminate without advanced notice or to modify the Service and to assess additional charges for each month in which the excessive usage occurred..
- j. This Service is provided “as is” and there is no credit allowance for interruption of service.

\*The PSC does not regulate these services, provided for informational purposes.

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SERVICETERMS&CONDITIONS

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## UNREGULATED AND BUNDLED SERVICE OFFERINGS

A. HostedIPVoiceService(Continued)5. ALaCarteCallManagementFeatureDescriptions

- a. The following Call Management Features are available only with Hosted IP Voice Service and are made available on an A La Carte basis. These features are not described elsewhere in this document.
  - 1) **Auto Attendant** – Automated call technology that answers external calls and provides the caller with options for choosing the department they wish to Speak to.
  - 2) **Simultaneous Ring** – Simultaneous Ring allows the subscriber to set up one telephone number to ring multiple telephone numbers.
  - 3) **Sequential Ring** – Sequential Ring allows the subscriber to create a list of telephone numbers that will allow people to stay in touch no matter where the subscriber is. If the subscriber does not happen to be at the first number on the sequential ring list, the incoming call will automatically be forwarded to the next number on the list.
  - 4) **Shared Call Appearance** – Enables subscribers to have their incoming calls ring up to ten telephones simultaneously, connecting the first telephone to be answered.
  - 5) **Commpilot Express** – Enables subscribers to pre-configure multiple profiles for managing incoming calls differently based on the user's status: Available – In the Office, Available – Out of the Office, Busy, Unavailable
  - 6) **Voice Portal** – Enables subscribers to make calls from the voice portal, as if making calls from their desk.
  - 7) **Virtual Extension** – No hardware or physical office location is required. Includes an advertised telephone number. A caller calls the telephone number and the call is routed and forwarded to the mobile telephone designated.
  - 8) **SIP Trunks** – Session Initiation Protocol, provides an interface to the Public Switch Telephone Network (PSTN) via the Internet. One call at a time is transmitted from the Customer's PBX to the PSTN.

\*The PSC does not regulate these services, provided for informational purposes.

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**SERVICETERMS&CONDITIONS**

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**UNREGULATED AND BUNDLED SERVICE OFFERINGS**A. HostedIPVoiceService(Continued)5. ALaCarteCallManagementFeatureDescriptions(Continued)

## a. (Continued)

- 9) **Instant Conferencing** – Subscriber is given a Conference Bridge Number, Conference ID and PIN. Subscriber has access to unlimited ports and an open ended meeting to which they can call in to at any time.
- 10) **Conferencing Manager** – Subscriber is given access to a portal in order to schedule meetings, if desired, and select parameters of conference call. Sold in groups of 20 Dedicated ports.
- 11) **Call Queuing** – Subscriber must be an IP Voice Premium or IP Voice UNIFI customer in order to purchase Call Queuing
- 12) **Premium Call Center** – Subscriber may choose between Gold or Platinum Call Center Services. Advanced Coaching Module and Screen Share are options available to both Gold or Platinum Call Center Services.

ALL MATERIAL ON THIS SHEET IS NEW.

\*The PSC does not regulate these services, provided for informational purposes.



SERVICETERMS&CONDITIONS

UNREGULATED AND BUNDLED SERVICE OFFERINGS

A. HostedIPVoiceService(Continued)

6. BundledCallManagementFeatures

a. The following Call Management Features are included in the price of the Service at No additional charge. These features are described in Section 5 of this Tariff.

1) IP Voice Basic:		(T)
4-Digit Dialing	Call Waiting	(T)(N)
Caller ID		
Plus		
Anonymous Call Rejection	Authentication	
Barge-In Exempt	Basic Call Logs	
Call Forward Always	Call Forward Busy	
Call Forward No Answer	Call Forward Not Reachable	
Call Park	Call Pickup	
Call Return	Call Transfer	
Calling Name Retrieval	Calling Party Category	
Classmark	Client Call Control	
Connected Line ID Present	Connected Line ID Restrict	
Customer Origination Trace	Do Not Disturb	
Flash Call Hold	Hunt Group	
Intercept User	Internal Calling Line ID	
Last Number Redial	Malicious Call Trace	
Phone Status Monitoring	Privacy	
Speed Dial 8	Speed Dial 100	
Three Way Call	Voice Mail	(T)(N)

\*The PSC does not regulate these services, provided for informational purposes only.

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**SERVICETERMS&CONDITIONS**


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**UNREGULATED AND BUNDLED SERVICE OFFERINGS**
**A. HostedIPVoiceService(Continued)**
**6. BundledCallManagementFeatures (Continued)**
**a. (Continued)**
**2) IP Voice Complete:**

(T)

**IP Voice Basic Features Plus:**

Alternate Numbers	Automatic Callback
Automatic Hold / Retrieve	Broadworks Anywhere
Busy Lamp Field	Call Center Monitoring
Call Forwarding Selective	Call Me Now
Call Notify	Calling Line ID Delivery Blocking
Calling Name Delivery	Calling Number Delivery
Charge Number	CommPilot Call Manager
CommPilot Express	Communication Barring User-Control
Custom Ringback User	Custom Ringback User – Call Waiting
Custom Ringback User Video	Directed Call Pickup
Directed Call Pickup with Barge-In	Directory Number Hunting
Diversion Inhibitor	External Custom Ringback
Group Night Forwarding	Hoteling Guest
Hoteling Host	In-Call Service Activation
Location Based Calling Restrictions	Multiple Call Arrangement
Music On Hold	N-Way Call
Outlook Integration	Physical Location
Polycom Phone Services	Pre-alerting Announcement
Preferred Carrier User	Priority Alert
Push to Talk	Remote Office
Selective Call Acceptance	Selective Call Rejection
Sequential Ring	Shared Call Appearance
Shared Call Appearance 5	Shared Call Appearance 10+
Simultaneous Ring Personal	Video On Hold User
Virtual On-Net Enterprise Extensions	Voice Messaging – User
Voice Messaging User – Video	Zone Calling Restrictions

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SERVICETERMS&CONDITIONS

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UNREGULATED AND BUNDLED SERVICE OFFERINGS

(Reserved for Future Use)

\*The PSC does not regulate these services, provided for informational purposes.

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SERVICETERMS&CONDITIONS

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UNREGULATED AND BUNDLED SERVICE OFFERINGS

A. HostedIPVoiceService(Continued)

7. RatesandCharges

a. Monthly Recurring Service Plans

- 1) *IP Voice Basic* using Customer-provided equipment \$ 24.99 (T)  
includes unlimited local calling and unlimited nationwide  
long distance

Includes features listed previously in Sec 9.A.6.a.1

- 2) *IP Voice Basic* using Company-provided equipment \$ 34.99 (T)  
includes unlimited local calling and unlimited nationwide  
long distance

Includes features listed previously in Sec 9.A.6.a.1

\*The PSC does not regulate these services, provided for informational purposes.

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 SERVICETERMS&CONDITIONS
 

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## UNREGULATED AND BUNDLED SERVICE OFFERINGS

A. HostedIPVoiceService(Continued)7. RatesandCharges(Continued)

## a. Monthly Recurring Service Plans (Continued)

- |  |          |        |
|--|----------|--------|
| 3) <i>IP Voice Complete</i> using Customer-provided equipment                    | \$ 29.99 | (T)(R) |
| Included with unlimited local calling and unlimited<br>Nationwide long distance* |          |        |

Includes features listed previously in Sec 9.A.6.a.2.

- |  |          |        |
|--|----------|--------|
| 4) <i>IP Voice Complete</i> using Company-provided equipment                     | \$ 39.99 | (T)(R) |
| Included with unlimited local calling and unlimited<br>Nationwide long distance* |          |        |

Includes features listed previously in Sec 9.A.6.a.2.

(D)

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 SERVICETERMS&CONDITIONS
 

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## UNREGULATED AND BUNDLED SERVICE OFFERINGS

A. HostedIPVoiceService(Continued)7. RatesandCharges(Continued)

## a. Monthly Recurring Service Plans (Continued)

5) <i>Fax Line</i>	\$44.99 (D)	
6) <i>Virtual Extension</i>	\$ 9.99	
7) <i>SIP Trunks</i>	\$ ICB	
8) <i>Auto Attendant</i>	\$ 39.99	
9) <i>Fax to Email</i>	\$ 4.99	
10) <i>Music on Hold Deluxe (added to IP Voice Premium)</i>	\$ 4.99	
11) <i>Any feature included in IP Voice Premium but not IP Voice Basic may be added to IP Voice Basic on a per feature A La Carte</i>	\$ 4.99	
12) <i>Instant Conferencing (per minute / per caller charges)</i>	\$ 0.05	
13) <i>Conferencing Manager (per20 ports)</i>	\$ 25.00	
14) <i>Call Queuing</i>		
<i>Per Queue</i>	\$ 50.00	
<i>Per Agent</i>	\$ 10.00	
15) <i>Premium Call Center – Gold</i>		
<i>One-time Setup Fee per Concurrent Agent</i>	\$100.00	
<i>Monthly Recurring per Concurrent Agent</i>	\$100.00	
16) <i>Premium Call Center – Platinum</i>		
<i>One-time Setup Fee per Concurrent Agent</i>	\$185.00	
<i>Monthly Recurring per Concurrent Agent</i>	\$185.00	
17) <i>Advanced Coaching Module (per concurrent agent)</i>	\$ 30.00	
18) <i>UNIFI (including Meet Me Conference)</i>	\$ 10.00	(N)
19) <i>Receptionist Console</i>	\$ 75.00	(N)
20) <i>PBX Replacement – Per Line</i>	\$ 9.99	(N)

\*The PSC does not regulate these services, provided for informational purposes.

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SERVICETERMS&CONDITIONS

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UNREGULATED AND BUNDLED SERVICE OFFERINGS

A. HostedIPVoiceService(Continued)

7. RatesandCharges(Continued)

b. Equipment and Training Non-Recurring Charges

1) Quality of Service router for up to 20 Lines	<b>ICB</b>
2) Onsite Training, per hour, after initial installation	<b>\$ 75.00</b>
3) Activation Fee, per Station	<b>\$ 29.95</b>

\*The PSC does not regulate these services, provided for informational purposes.

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