# Public Service Commission of South Carolina
# Tariff Summary Sheet as of July 17, 2012

## AT&T Communications of the Southern States, LLC

Tariff Service: Access

This document is the complete version of the tariff on file and contains the following approved revisions. Detailed information is available for each revision on the Commission's E Tariff website (http://etariff.psc.sc.gov).

| Revision | Date Filed | Effective Date | # of Pages |
|---|---|---|---|
| E2012-276 | 7/12/12 | 7/17/12 | 8 |
| <u>Summary:</u> Tariff filing revises AT&T Communications of the Southern States' existing tariffs consistent with the FCC's Second Order on Reconsideration in WC Docket No. 10-90 et.al. (released April 25, 2012), in which the FCC amended Part 51 of its rules "to permit LECs to tariff default rates equal to their intrastate originating access rates when they originate intrastate toll VoIP traffic . . . ." | | | |
| E2012-191 | 6/1/12 | 7/9/12 | 2 |
| <u>Summary:</u> AT&T Communications of the Southern States, LLC respectfully submits for filing the attached revisions to its intrastate access tariff (with an effective date of July 3, 2012), in accordance with the Commission's Directive of April 11, 2012 and the Hearing Officer's Directives of May 29, 2012 and May 31, 2012. | | | |

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# PREFACE

1. General

This tariff contains the regulations and rates applicable to Access Services.

2. Tariff Structure

This tariff is structured in a manner which separates regulations from rates. The regulations applicable to the services offered in this tariff are placed in sections in the forward part of the tariff, while the rates for those offerings are placed in a single rate section in the rear of the tariff, Section E17. References are provided in the service sections of the tariff to assist the tariff user in the location of rates. Similarly, the rate section contains a list of services with applicable rate section numbers.

To locate the section for a particular service, refer to the Master Table of Contents. If a more detailed listing of the material is required, refer to the tariff section Table of Contents.

3. Abbreviations and Definitions

Following is a list of the abbreviations used in the tariff. In addition, the General Regulations section contains a Definitions sub-section which defines certain technical terms which have a specific meaning within the **context** of this tariff. (See General Regulations, Section E2.6).

3.1 Explanation of Abbreviations

BNA - Billing Name and Address
BP - Billing Percentage
CLEC- Certified Local Exchange Carrier
CLLI- Common Language Location Identifier
CIC - Carrier Identification Code
CO - Central Office
CPE - Customer Provided Equipment
FCC - Federal Communications Commission
IC - Interexchange Carrier or Interexchange Common Carrier
ICB - Individual Case Basis
ILNP- Interim Local Number Portability
LATA- Local Access and Transport Area
LOA - Letter of Authorization
Mbps- Megabits per second
MECAB Multiple Exchange Carrier Access Billing
MECOD Multiple Exchange Carrier Ordering and Design
NEPAS Network Element-Provided Access Service
NIS - Network Interconnection Service
NPA - Numbering Plan Area
NXX - Three Digit Central Office Prefix
PIU - Percent of Interstate Use
PLSU- Percent Local Signaling Use
PLU - Percent Local Usage
POI - Point of Interconnection

PREFACE

3.1 Explanation of Abbreviations(Cont'd)

POT - Point of Termination
SS7 - Signaling System 7
STP - Signal Transfer Point
SWC - Serving Wire Center
U.S.- United States
USOC- Uniform Service Order Code
V&H - Vertical and Horizontal

# PREFACE

4. Explanation of Symbols

Revisions to this tariff are coded through the use of symbols. These symbols appear in the right margin of the page. The symbols and their meanings are:

C - To signify changed regulation.
D - To signify discontinued rate or regulation.
I - To signify increase.
N - To signify new rate or regulation.
R - To signify reduction.
T - To signify a change in text but no change in rate or regulation.

Other marginal codes are used to direct the tariff reader to a footnote for specific information. These codes appear in the right margin. Examples of these codes are “L” or “M” which indicate text has been relocated to or from another page or section of the tariff.

5. Trademarks and Service Marks

The following marks, to the extent, if any, used throughout this tariff, are trademarks or service marks of the AT&T Corp.

| Trademarks | Service Marks |
|---|---|
| NONE | NONE |

# PREFACE

## 6. Tariff Format

### 6.1 Page Numbering

Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be 34.1.

### 6.2 Page Revision Numbers

Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised page 34 cancels the 3rd revised page 34.

### 6.3 Section Numbering Sequence

There are eight levels of alpha-numeric coding used in the tariff. Each Level is subservient to its next higher level. The following is an example of the numbering sequence used.

1. (Level 1)
1.1 (Level 2)
1.1.1 (Level 3)
A. (Level 4)
1. (Level 5)
a. (Level 6)
(1) (Level 7)
(a) (Level 8)

### 6.4 References to Other Tariffs

Whenever reference is made to other tariffs, the reference is to the tariffs in force as of the effective date of the reference, and to amendments thereto and successive issues thereof.

## 7. Technical Publication Information

The issue and availability dates of the Technical Publications referenced in this tariff are as follows:

| Publication Number | Issue Date | Date Available to Public |
|---|---|---|
| NONE | | |

# 1. APPLICATION OF THE TARIFF

## 1.1 Application

### 1.1.1 General

This tariff contains regulations, rates and charges applicable to the provision of Intrastate Access Services and Network Interconnection Services provided to Customers by AT&T Communications of South Carolina, hereinafter referred to as the Company. **Effective July 31, 2001 all references herein to AT&T FCC Tariffs, insofar as the service offering set forth in the AT&T FCC tariffs have been or become detariffed, shall be construed to be references to the AT&T Business Services Guides located at http://www.att.com/serviceguide/business.**

This tariff also contains regulations, rates and charges applicable to the provision of certain Network Interconnection Services, as set forth in Section 10, provided by the Company to any Carrier within the State of South Carolina (i) with which the Company has entered into an Interconnection Agreement that addresses, among other matters, mutual compensation for the exchange of Local Traffic, or (ii) that orders such services in anticipation of entering into an Interconnection Agreement with the Company. To the extent that the terms of this tariff are inconsistent with the terms of any Interconnection Agreement between the Company and any Carrier, the terms of such Interconnection Agreement shall govern (except as otherwise provided in such Interconnection Agreement).

The provision of such services by the Company as set forth in this tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

The locations served by the Company and the services available are as set forth in Section 16.3.

# 2. GENERAL REGULATIONS

## 2.1 Undertaking of the Company

### 2.1.1 Scope

A. The Company does not undertake to transmit messages under this tariff.

B. The Company shall be responsible only for the installation, operation and maintenance of the services it provides.

C. The Company will, for maintenance purposes, test its service only to the extent necessary to detect and/or clear troubles.

D. Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this tariff.

E. The Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.

F. The Company makes no undertaking under this tariff with respect to any Customer that has provided a Service Order relating to facilities of the Company to another telephone company (such as a provider of service at an Access Tandem), but has not provided a copy of the Service Order directly to the Company under Section 5. Notwithstanding the foregoing, such Customers shall be liable for the obligations and undertakings of Customers under this tariff as fully as if such Customers had provided valid Service Orders directly to the Company.

G. With respect to Network Element-Provided Access Service (NEPAS), the Company shall not be responsible for the facilities used to provide such services, including installation, operation, maintenance, testing, trouble handling, or performance of such facilities.

## 2. GENERAL REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.2 Limitations

A. Assignment or Transfer of Services

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

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

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

In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer. This acknowledgment shall be made within 15 days from receipt of written notification.

All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

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

B. Use and Restoration of Services

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

## 2. GENERAL REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.2 Limitations (Cont'd)

C. Sequence of Provisioning

Subject to compliance with the rules mentioned in B. preceding, (1) the Company facilities-based Access Services offered herein will be provided to Customers on a first-come, first-served basis and (2) the Company facilities-based Network Interconnection Services offered herein will be provided to Customers on a first-come, first-served basis.

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

## 2. GENERAL REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability

A. Limits of Liability

The Company's liability, if any, for its willful misconduct is not limited by this tariff. 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 charge for the service for the period during which the service was affected.

B. Acts or Omissions

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

C. Damages to Customer Premises

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

## 2. GENERAL REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability (Cont'd)

D. Explosive Atmospheres

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

## 2. GENERAL REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability (Cont'd)

E. No License Granted

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

F. Circumstances Beyond the Company's Control

The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.

## 2. GENERAL REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4. Provision of Services

The Company will provide to the Customer, at the Customer's request upon reasonable notice, services offered in this tariff. Services will be made available to the extent that such services are or can be made available with reasonable effort, and the Company determines in its discretion that sufficient capacity and facilities are available to allow for the provision of such services.

When Special Construction is necessary, the provisions and charges as set forth in this Company's Private Line Services Tariff will apply.

2.1.5. Points of Termination

Except with respect to NEPAS, the Access Services provided under this tariff will include any entrance cable or drop wiring and wire or intrabuilding cable to that point where provision is made for termination of the Company's outside distribution network facilities at a suitable location inside a Customer Premises (i.e., the Point of Termination (POT)). Such wiring or cable will be installed by the Company to the POT. Moves of the POT at the Customer Premises will be as set forth in 2.4.1.C.3. following.

2.1.6. Service Maintenance

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

A. Trouble Reporting

1. Trouble Receipt

The first point of contact (the Company or the Customer) will, upon receipt of the trouble report, be responsible for determining the source of the trouble by testing or other means. If analysis or testing indicates the trouble to be in the service provided by a service provider other than the one taking the report, the holder of the trouble report may refer the trouble report to the appropriate service provider (the Company or the Customer) or the person or entity who initiated the trouble report may be referred to the appropriate service provider.

## 2. GENERAL REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.6. Service Maintenance

2. Sectionalization

The Company or Customer identifying the trouble is responsible to initiate sectionalization to the Point of Termination or Point of Interconnection. It is anticipated that the sectionalization could involve cooperative testing and, in the interest of maintaining continuity of service, all entities are expected to participate in this activity when requested.

3. Repair Verification

Repair verification tests, as warranted by the trouble condition found, will be cooperatively performed upon request by the Company or Customer to ensure the service is operational.

4. Network Element-Provided Access Service (NEPAS)

With respect to NEPAS, the Customer shall be responsible for working directly with the Incumbent Local Exchange Carrier with respect to any trouble receipt, testing, sectionalization or repair verification relating to such facilities.

2.1.7. Changes and Substitutions

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

-substitution of fiber or optical facilities,
-change of minimum protection criteria,
-change of operating or maintenance characteristics of facilities, or
-change of operations or procedures of the Company.

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

## 2. GENERAL REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.8. Refusal and Discontinuance of Service

A. If a Customer fails to comply with 2.1.6. preceding or 2.3.1., 2.3.4., 2.3.5., 2.4. or 2.5. following including any Customer's failure to make payments on the date and times therein specified, the Company may, on thirty (30) days written notice to the Customer, take the following actions:

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

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

B. If a Customer or Customer's End User fails to comply with 2.2.2. following, the Company may, on its own initiative or upon written request from a Customer, an End User or another Carrier, terminate service to any End User or Customer identified as having utilized service provided under this tariff in the completion of abusive or unlawful telephone calls. Service shall be terminated by the Company as provided for in its local exchange service tariffs.

In such instances when termination occurs pursuant to a request, the Company shall be indemnified, defended and held harmless by any Customer, End User or other Carrier requesting termination of service against any suit, claim, loss or damage, including punitive damages, attorney fees and court costs, arising out of the Company's actions in terminating such service, unless caused by the Company's sole negligence.

C. Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R. Section 68.108, if the Customer fails to comply with 2.2.1 following, the Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, the Company may temporarily discontinue service forthwith if such action is reasonable in the circumstances. In case of such temporary discontinuance, the Customer will be notified promptly and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.

D. If the Company does not refuse additional applications for service and/or does not discontinue the provision of the services as specified for herein, and the Customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service and/or to discontinue the provision of the services to the non-complying Customer without further notice.

## 2. GENERAL REGULATIONS

2.1 Undertaking of the Company (Cont'd)

E. The Company may immediately, and without notice, discontinue the furnishing of any and/or all services to the Customer if the Company deems that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, other customers, facilities or services. The Company may discontinue service under this Section 2.1.8.E, if the Company determines that a Customer is using, or attempting to use, the services with the intent to avoid the payment, either in whole or in part, of any of the Company's tariffed charges by:

-Using or attempting to use service by rearranging, tampering with, or making connections not authorized by this tariff to the Company's service, or

- Using fraudulent means or devices, tricks, false or invalid numbers, false credit devices, or electronic devices, whether directed at the Company or others, or

-Using any fraudulent means or devices.

F. With respect to NEPAS, the Company may discontinue the furnishing of any and/or all services to the Customer or refuse additional applications for service to the extent such services are discontinued or applications are refused by the Incumbent Local Exchange Carrier.

2.1.9. Notification of Service-Affecting Activities

Except with respect to NEPAS, the Company will provide the Customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to the following:

- equipment or facilities additions,
- removal or rearrangements,
- routine preventative maintenance, and
- major switching machine change-out

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

2.1.10. Coordination with Respect to Network Contingencies

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

## 2. GENERAL REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.11. Provision and Ownership of Telephone Numbers

The Company reserves the right to assign, designate or change telephone numbers, any other call number designations associated with services provided under this tariff, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary for the Company to make a change in such number(s), the Company will furnish to the Customer six (6) months notice, by Certified US mail of the effective date and an explanation of the reason(s) for such change(s).

2.1.12. Network Management

The Company will administer its network to insure the provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company network. The Company maintains the right to apply protective controls over any traffic carried over its network, including that associated with Access Services or Network Interconnection Services. Generally, protective measures (such as those actions which selectively cancel the completion of traffic) would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

2.1.13. Design Layout Reports

For Access Services other than NEPAS, at the request of the Customer, the Company will provide to the Customer the makeup of those facilities, provided by the Company, directly connecting the Customer Premises and the Company's End Office. For Network Interconnection Services the Company will provide the makeup of the facilities between the POI and the Company's End Office. This information will be provided in the form of a Design Layout Record. The Design Layout Record will be provided to the Customer at no charge, and will be reissued or updated whenever these facilities are materially changed.

# 2. GENERAL REGULATIONS

## 2.2 Use

### 2.2.1. Interference or Impairment

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

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

### 2.2.2 Unlawful and Abusive Use

The service provided under this tariff shall not be used for an unlawful purpose or used in an abusive manner.

Abusive use includes:

- The use of the service of the Company for a call or calls, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another;

- The use of the service in such a manner as to interfere with the use of the service by one or more other Customers or End Users.

## 2.3. OBLIGATIONS OF THE CUSTOMER

### 2.3.1. Damages

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

## 2. GENERAL REGULATIONS

### 2.3. OBLIGATIONS OF THE CUSTOMER (Cont'd)

#### 2.3.2. Ownership of Facilities

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

#### 2.3.3. Equipment Space and Power

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

#### 2.3.4. Availability for Testing

Access to facilities used to provide services under this tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. As set forth in 2.4.5.C.4. following, no creditwill be allowed for any interruptions involved during such tests and adjustments.

#### 2.3.5. Design of Customer Services

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

Customer services must be designed and maintained, and sufficient services ordered from the Company, so that the following grades of service are maintained on the Customer's Access Service or Network Interconnection Service trunks:

-For traffic routed via Access Tandems: P.005
-For traffic routed directly to End Offices: P.01

With respect to NEPAS, the Customer shall be responsible for compliance with all requirements imposed by the Incumbent Local Exchange Carrier.

## 2. GENERAL REGULATIONS

### 2.3. OBLIGATIONS OF THE CUSTOMER (Cont'd)

#### 2.3.6. References to the Company

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

## 2. GENERAL REGULATIONS

### 2.3. OBLIGATIONS OF THE CUSTOMER (Cont'd)

#### 2.3.7. Indemnification of the Company

A. By the Customer

1. With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the Customer.

2. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses and damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's circuits, facilities, or equipment connected to the Company's services provided under this tariff including, without limitation, Worker's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the Customer, its officers, agents or employees.

3. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the Customer or third parties arising out of any act or omission of the Customer in the course of using services provided under this tariff.

B. By the End User

1. With respect to claims of patent infringement made by third persons, the End User shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the End User.

## 2. GENERAL REGULATIONS

### 2.3. OBLIGATIONS OF THE CUSTOMER (Cont'd)

2. The End User shall defend, indemnify and save harmless the Company from and against any suits, claims, losses and damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the End User's circuits, facilities, or equipment connected to the Company's services provided under this tariff including, without limitation, Worker's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the End User's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the End User to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the End User, its officers, agents or employees.

3. The End User shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the End User or third parties arising out of any act or omission of the End User in the course of using services provided under this tariff.

#### 2.3.8. Coordination with Respect to Network Contingencies

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

#### 2.3.9. Jurisdictional Report Requirements

A. General

The Company cannot in all cases determine the jurisdictional nature of Customer traffic and its related minutes of use. In such cases the Customer shall be requested to provide a projected estimate of its split between the intrastate and interstate jurisdictions. The following regulations govern such estimates and their reporting by the Customer.

Pursuant to Federal Communications Commission Order FCC 85-145 released April 16, 1985, interstate usage is to be developed as though every call that enters a Customer network at a point within the same state as that in which the called station (as designated by the called station telephone number) is situated is an intrastate communication and every call for which the point of entry is a state other than that where the called station (as designated by the called station telephone number) is situated is an interstate communication.

## 2. GENERAL REGULATIONS

### 2.3. OBLIGATIONS OF THE CUSTOMER (Cont'd)

1. Jurisdictional Reports

When the Company is unable to determine the jurisdictional nature of the Customer's traffic, the Customer shall report the Percent of Interstate Use (PIU) by LATA and such report will be used for billing purposes.

Effective on the first of January, April, July and October of each year the Customer shall update the jurisdictional report. The Customer shall forward to the Company, to be received no later than twenty (20) days after the first of each such month, a revised report showing the intrastate and interstate percent of use for the past 12 months ending the last day of December, March, June and September, respectively for each LATA. The revised report will serve as the basis for the next three (3) months billing and will be effective on the bill date for that service. No prorating or back billing will be done based on the revised report.

If the Customer does not supply the jurisdictional reports, the Company may deem the Customer to have reported percentages that are the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company may deem the Customer to have reported percentages that are the same as those provided in the order for service. Absent percentages supplied (or deemed by the Company to have been supplied) by the Customer, the Company will, only for that portion of the Customer's usage for which the Company is unable to determine the appropriate jurisdiction, bill the Customer's usage at the jurisdictional rate which produces the highest charge. This default billing procedure will remain in effect until the Customer: provides call detail information to the Company pursuant to 2.3.11 following (if the provision of such information would permit the Company to determine jurisdiction), supplies the necessary jurisdictional percentages, or agrees with the Company on an alternate default billing procedure.

## 2. GENERAL REGULATIONS

### 2.3. OBLIGATIONS OF THE CUSTOMER (Cont'd)

#### 2.3.9. Jurisdictional Report Requirements (Cont'd)

B. Jurisdictional Audits

The Customer shall keep sufficient detail from which the percentages of use reported to the Company (or deemed by the Company to have been reported) can be verified and upon request of the Company make such records available for inspection and audit. The Customer shall supply the required data to the Company within 30 calendar days of the Company request. The Customer must maintain these records for 24 months from the date the report became effective for billing purposes.

Initiation of an audit will be at the sole discretion of the Company. The audit shall be performed by an independent party selected by the Company. An audit may be initiated by the Company for a single Customer no more than once per year.

In the event that an inspection or audit reveals that any Customer reported percentages of use were incorrect, the Company shall apply the inspection or audit result to all usage affected by the inspection or audit. The Customer shall be back billed or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Back billed amounts are subject to a late payment penalty as set forth in 2.4.2.C. following.

Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of charges to the Company of five (5) percent or more of the total Access Services or Network Interconnection Services bill, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be bills, in reasonable detail, submitted to the Company by the auditor.

Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

## 2. GENERAL REGULATIONS

### 2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

#### 2.3.10 Determination of Charges for Mixed Intrastate, Interstate and/or Local Usage

Usage Sensitive Rate Elements

When the Customer's usage has mixed intrastate and interstate traffic, for that portion of the usage for which the Company is unable to determine the appropriate jurisdiction, the usage charges will be prorated between the intrastate and interstate. The jurisdictional percentages or default procedure set forth in 2.3.9. preceding, will serve as the basis for prorating the charges.

Monthly and Nonrecurring Chargeable Rate Elements

When the jurisdiction of the rate element can be determined by the Company the charges applicable to the appropriate jurisdiction will be applied. Rate elements for which the Company cannot determine the appropriate jurisdiction will be prorated between intrastate and interstate. The jurisdictional percentages or default procedure set forth in 2.3.9. preceding, will serve as the basis for prorating the charges.

Identification and Rating of VoIP-PSTN Traffic

A. Scope

This section only applies to VoIP-PSTN traffic exchanged between the Company and the customer in time division multiplexing (TDM) format that originates and/or terminates in Internet protocol (IP) format. VoIP-PSTN traffic originates and/or terminates in IP format if it originates from and/or terminates to an end-user customer of a service that requires Internet protocol-compatible customer premises equipment. (1) (T)

(1)Although the Company has taken the position that this tariff, by its own terms, already applies to VoIP-PSTN traffic, as defined herein, the Company has included this section in the tariff out of an abundance of caution to prevent any claim that it does not so apply, and to implement the decision by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order") that VoIP-PSTN access traffic should be exchanged at interstate access rates (unless the parties have agreed otherwise). By its terms, the FCC Order is prospective only and does not address preexisting law with regard to the applicability of intercarrier compensation or the enhanced service providers ("ESP") exemption to VoIP-PSTN Traffic. Including this section in the tariff in no way alters or otherwise affects the applicability of this tariff to VoIP-PSTN Traffic before the effective date of the FCC Order.

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## 2. GENERAL REGULATIONS

### 2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

#### 2.3.10 Determination of Charges for Mixed Intrastate, Interstate and/or Local Usage (Cont'd)

Identification and Rating of VoIP-PSTN Traffic (Cont'd)

A. Scope (Cont'd)

1. This section governs the identification of originating and terminating intrastate toll VoIP-PSTN traffic and facilities to which interstate switched access rates apply (unless the parties have agreed otherwise) in accordance with the transitional Intercarrier Compensation framework for VoIP-PSTN traffic adopted by the Federal Communications Commission in its Report and Order, FCC Release No. 11-161 (Nov. 18, 2011) (FCC Order). Specifically, this section establishes the method that will be used to identify the percentage of the customer's intrastate access traffic, that will be treated as intrastate toll VoIP-PSTN traffic (referred to in this tariff as "Relevant VoIP-PSTN Traffic").

2. This section applies to originating and terminating intrastate switched access minutes of use ("MOU") and facility rate elements of all Access customers.

3. The customer shall not modify its reported PIU factor to account for the VoIP-PSTN Traffic for MOU and facility rate elements.

B. Rating of VoIP-PSTN Traffic

The Relevant VoIP-PSTN Traffic terminating from the customer (C)
to the Company and facility rate elements identified in (C)
accordance with this tariff section will be billed at rates equal to the Company's applicable tariffed terminating interstate switched access rates as specified at http://serviceguide.att.com/ABS/ext/TariffDetails.cfm, in the AT&T Communications FCC Tariff No. 28, Sections 17.13.3-17.15.1,unless the corresponding intrastate rate is lower. If (N)
the intrastate rate is lower then that rate will be used for billing. Hereafter, these billed rates will be referred to in this tariff as the relevant "VOIP rates". Relevant VOIP-PSTN Traffic originating from the Company or another provider to the customer will be rated using Intrastate rates and rate structure. (N)

## 2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.10 Determination of Charges for Mixed Intrastate, Interstate and/or Local Usage (Cont'd)

Identification and Rating of VoIP-PSTN Traffic (Cont'd)

C. Calculation and Application of Percent-VoIP-Usage Factors

The Company will determine the number of Relevant VoIP-PSTN Traffic terminating MOU and facility rate elements to which (C)
VOIP rates will be applied under subsection (B), above, by applying the Percent VoIP Usage ("PVU") factor to the intrastate access terminating MOU exchanged and facilities (C)
between the Company and the customer. The PVU factors will be derived and applied as follows:

1. The customer, will calculate and furnish to the Company a factor (the "PVUC") on a ACNA basis which would aggregate (C)
traffic from Carrier Identification Code(s)("CIC") or (C)
Operating Company Numbers ("OCNs") associated with the ACNA. This PVC represents the percentage (whole number) of the total (C)
terminating intrastate access MOU that the customer exchanges with the Company end users in the State, that is sent to the Company that originated in IP format at the end user. This (C)
PVUC shall be based on information such as the number of the customer's retail VoIP subscriptions in the state (*e.g.*, as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information satisfactory to the Company.

2. The Company will calculate and periodically update a factor (the "PVUT") representing the percentage (whole number) of the total intrastate access MOU that the Company exchanges with the customer end users in the State, that is received from the (C)
Customer and terminated in IP format at the end user. This PVUT shall be based on information such as the number of the (C)
customer's retail VoIP subscriptions in the state (*e.g.*, as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

3. The Company will develop a Customer Percent VoIP Usage ("PVU") factors combining the Customer's PVUC factor with the Company's PVUT factor.

## 2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.10 Determination of Charges for Mixed Intrastate, Interstate and/or Local Usage

Identification and Rating of VoIP-PSTN Traffic (Cont'd)

C. Calculation and Application of Percent-VoIP-Usage Factors (Cont'd)

3. (Cont'd)

(a) The PVU calculation below is applied when the Company does not bill based on actual call detail records for the intrastate Company's IP traffic at VOIP rates. (C)

PVU = PVUC + [PVUT x (1-PVUC)] is applied to the Company's end user's total intrastate MOU and facility rate elements (C)

Example: The customer reported that their PVUC as 40%. The Company's PVUT is 10%. This results in the following:

PVU = 40% plus (10% times (1-40%)) = 46%

This means that 46% of the terminating Intrastate MOU exchanged between the customer and the Company's end users will be rated at VOIP rates. (C) (C)

## 2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.10 Determination of Charges for Mixed Intrastate, Interstate and/or Local Usage

Identification and Rating of VoIP-PSTN Traffic (cont'd)

C. Calculation and Application of Percent-VoIP-Usage Factors (Cont'd)

3. (Cont'd)

(b) The PVU calculation below is applied when the Company bills are based on the actual call detail records for the intrastate Company's IP traffic at VOIP rates. (C)

The formula for usage will be as follows:

PVU = PVUC x (1-PVUT) applied to the Company's TDM end user's total terminating intrastate MOU. (C)

PVU = PVUC + [PVUT x (1-PVUC)] is applied to the facility rate elements

Example: The Company has identified that there was 10,500 Intrastate MOU that were identified exchanged between the Customer and the Company's IP end users. The Customer reported that their PVUC as 40%. The Company's PVUT is 10%. This results in the following:

PVU = 40% times (1-10%) = 36%

This means that 36% of the terminating Intrastate MOU (C)
exchanged between the Customer and the Company's TDM end
users will be rated at VOIP rates and the intrastate (C)
10,500 MOU will also be rated at Interstate rates.

For the facility rate elements the formula that is applied to the intrastate dedicated facilities is as follows:

PVU = 40% plus (10% times (1-40%)) = 46%

Therefore 46% of the intrastate facilities will be rated at VOIP rates. (C)

## 2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.10 Determination of Charges for Mixed Intrastate, Interstate and/or Local Usage (Cont'd)

Identification and Rating of VoIP-PSTN Traffic (Cont'd)

C. Calculation and Application of Percent-VoIP-Usage Factors (Cont'd)

4. If the customer does not furnish the Company with a PVUC pursuant to the preceding paragraph (C) (1), the Company will utilize a customer PVUC of 0%. (D)

. (D)

D. PVU Factor Updates (T)

The customer must update the PVUC factor quarterly using the method set forth in subsection (C) (1) and (4), above. The customer shall forward to the Company, no later than September 15, 2012, this new PVUC factor. Prospectively, the customer may update the PVUC factor quarterly using the method set forth in subsection (C) (1) and (4) above. If the customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVUC factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVUC to calculate a revised PVU. The revised PVU factor will only apply prospectively and serve as the basis for billing until superseded by a new PVU. (C) (C)

F. PVU Factor Verification

Not more than twice in any year, the Company may ask the Customer to verify the PVUC factor furnished to the Company. The customer shall comply, and shall reasonably provide the records and other information used to determine their PVUC as specified in section (C) (1) and (4) above. The customer shall retain and maintain (for verification purposes) the records and other information used to determine the PVUC, for at least 12 months after the PVUC is filed (or longer if any other section of the Company's tariffs or applicable law requires a longer period). The verification process shall be conducted consistent with the provisions in this Section.

## 2. GENERAL REGULATIONS

### 2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

#### 2.3.10 Determination of Charges for Mixed Intrastate, Interstate and/or Local Usage (Cont'd)

Identification and Rating of VoIP-PSTN Traffic (Cont'd)

F. PVU Factor Verification (Cont'd) (M)

The customer shall retain and maintain (for verification purposes) the records and other information used to determine the PVUC, for at least 12 months after the PVUC is filed (or longer if any other section of the Company's tariffs or applicable law requires a longer period). The verification (M) process shall be conducted consistent with the provisions in (T) Section 2.3.10 of AT&T's FCC Tariff No. 28. (N)

G. Verification Process (N)

The Company will review these Customer provided PVUC records referenced in (E) above. If the review results represent what the Company considers to be a substantial deviation from the customer's previously reported PVUC or if the PVUC appears unreasonable as compared to other related types of data, the Company will contact the customer within 30 days. This deviation issue will be dealt with in one of the following ways. The current PVUC will continue to be utilized until resolution from either of the 2 methods below.

a) The Company and the customer will come to an agreement as to an appropriate PVUC within 30 days of the provision of the PVUC records.

b) The Company within 45 days of the receipt of these records will make these customer PVUC records available to an independent auditor for review for the purpose of determining a PVUC. If these PVUC records are not available or these records are not substantive enough for the auditor to calculate a PVUC, then a PVUC factor of zero will be assigned. This zero PVUC will be utilized until either a PVUC can be agreed upon between the Company and the customer or an audit can be completed utilizing records acceptable for an audit conclusion. When an audit has been completed employing the records acceptable for an audit conclusion, the PVUC resulting from the audit report will be employed until the next customer provided PVUC is available as referenced in the (E) or (F) procedures above. (N)

(M) Some material on this page previously appeared on Page 19.5 (T)

## 2. GENERAL REGULATIONS

### 2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

#### 2.3.11 SS7 Signaling; Call Detail Information (M)

A. SS7 Signaling

The Customer will use SS7 signaling to set up Calls pursuant to this tariff. The Customer shall provide Calling Party Number (CPN) within the SS7 signaling message, if available. If it is technically infeasible for the Customer to use SS7, multi-frequency (MF) signaling shall be used by the Customer. The Customer may elect to arrange for signaling connectivity through a third party provider which is connected to the Company's SS7 network.

B. Call Detail Information

To the extent not provided pursuant to A. preceding, the Customer shall, to the extent technically feasible and consistent with industry standards, cause to be transmitted to the Company with each Call information sufficient to identify the originating and terminating telephone numbers for such Call and each Carrier (including the Customer) with respect to such Call.

C. Signaling for NEPAS

With respect to NEPAS, the Customer shall be responsible for compliance with any signaling requirements imposed by the Incumbent Local Exchange Carrier. (M)

#### 2.3.12 Supervisory Signaling

The Customer's facilities connected to Access Service or Network Interconnection Service shall provide the necessary On-hook, Off-hook, answer and disconnect supervision.

#### 2.3.13 Provision of Facility and Trunking Requirements

At the request of the Company, the Customer shall provide to the Company estimates of its facility and trunking requirements by End Office for each month in the ensuing 12 month period. Requests by the Company for such estimates will not be made more than once every six months.

#### 2.3.14 Sales, Use and Other Taxes/Charges

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

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## 2. GENERAL REGULATIONS

### 2.3. OBLIGATIONS OF THE CUSTOMER (Cont'd)

#### 2.3.14. Sales, Use and Other Taxes/Charges (Cont'd) (M)

If the Company becomes liable for any sales, use, gross receipts, excise, franchise, access or other local, state or federal taxes, charges or surcharges (however designated), excluding taxes on the Company's net income, which are imposed on or based upon the provision, sale or use of services, and which are in addition to such taxes, charges or surcharges already specified in this tariff, in such event the Customer shall be responsible for payment of such taxes, charges or surcharges from the date that the Company first became liable for same.

In the event of any dispute over the lawfulness of any tax, charge or surcharge, the Company may elect to impose such tax, charge or surcharge during such dispute, unless otherwise ordered by a court or other lawful authority with jurisdiction. The Company shall credit or refund any funds thus collected, if ordered to do so by such court or other lawful authority if such funds were retained by the Company, or were returned to the Company by the taxing jurisdiction which imposed such tax charge or surcharge.

#### 2.3.15. Settlements Through Other Carriers

Where traffic is transmitted through the facilities of another Carrier, including the Incumbent Local Exchange Carrier, the Company and the Customer may permit such other Carrier to act on their behalf for billing and settlements relating to such traffic.

In certain circumstances, the Company makes arrangements with another carrier (an "Intermediate Carrier") under which the Intermediate Carrier will provide services that may include, without limitation, data base, switching and/or transport services in connection with Calls and is authorized by the Company to bill the Customer for all access services under the Intermediate Carrier's tariff as if all such services had been provided by the Intermediate Carrier. Where such arrangements are in effect, the terms and conditions governing payment (including applicable rates and charges) for services shall be governed by the applicable tariff of the Intermediate Carrier (or other arrangement in effect between the Intermediate Carrier and the Customer), rather than this Tariff. (M)

Material on this page previously appeared on Page 20. (T)

# 2. GENERAL REGULATIONS

## 2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

### 2.4.1. Description of Rates and Charges

There are three types of rates and charges that can apply to Access Services or Network Interconnection Services. These are monthly recurring rates, usage rates and nonrecurring charges. These rates and charges are applied differently to the various rate elements as set forth in applicable sections of this tariff. Other charges may also apply as set forth in D. following.

A. Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have thirty (30) days.

B. Usage Rates

Usage rates are rates that apply only when a specific rate element is used. These are applied on a per occurrence (e.g., access minute or query) basis. Usage rates are accumulated over a monthly period.

C. Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation of new services or rearrangements of installed services).

1. Installation of Service

The nonrecurring charges applicable to the installation of Access Services or Network Interconnection Services are applied on a per facility, trunk or other basis as specified in Section 17. In addition, certain nonrecurring charges may consist of “first” and “additional” charges. When charges are listed in this manner, the “first” charge applies to the first facility or trunk specified on the order, with the “additional” charge applied to each additional facility or trunk specified on the same order.

## 2. GENERAL REGULATIONS

### 2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

#### 2.4.1. Description of Rates and Charges (Cont'd)

C. Nonrecurring Charges (Cont'd)

2. Service Rearrangements

Service Rearrangements are changes to existing (installed) services which do not result in a change in the minimum period requirements, a change in the physical location of the Point of Termination (POT) at the Customer Premises or a change of the Customer's Point of Interconnection (POI). Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts. Changes in the physical location of the POT or POI are treated as moves and are described and charged for as set forth in 3. following.

The charge to the Customer for a service rearrangement is dependent on whether the change is "records only" or administrative in nature or involves an actual physical change to the service. "Records only" changes as set forth in Section 5.4.1.A. will be made without charge(s) to the Customer. The charges for administrative changes are as set forth in Section 5.4.2. The charges applicable to all other rearrangements are as set forth in applicable sections of this tariff.

3. Moves

A move involves a change in the physical location of the POT at the Customer Premises or the Customer's POI. The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.

(a) Moves Within the Same Building

When the move is to a new location within the same building, the Service Order Charge and one-half of all other applicable nonrecurring charges will apply. There will be no change in the minimum period requirements.

(b) Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

## 2. GENERAL REGULATIONS

### 2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

#### 2.4.1. Description of Rates and Charges (Cont'd)

C. Nonrecurring Charges (Cont'd)

4. Engineering Charges

Engineering Charges apply in connection with Network Interconnection Service. These charges apply per DS1 trunk group (24 trunks).

5. Ordering Charges

Certain nonrecurring charges apply in connection with the ordering of Access Services or Network Interconnection Services as set forth in Section 5 (e.g., Service Order Charge, Service Date Change Charge, Design Change Charge).

## 2. GENERAL REGULATIONS

### 2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

#### 2.4.2. Payment of Rates, Charges and Deposits

A. Deposits

The Company will only require a Customer which has a proven history of late payments to the Company or does not have established credit, to make a deposit prior to or at any time after the provision of a service to the Customer. No such deposit will be required of a Customer which is a successor of a Company which has established credit and has no history of late payments to the Company. Such deposit will not exceed the actual or estimated rates and charges for the service for a two (2) month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded.

Such a deposit will be refunded or credited to the account when the Customer has established credit or, in any event after the Customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the Customer. In case of a cash deposit, for the period the deposit is held by the Company, the Customer will receive simple interest at the rate of six percent annually unless a different rate has been established by the appropriate legal authority in the state where the service(s) is provided, in which case that rate will apply.

Interest will accrue from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company. Should a deposit be credited to the Customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the Customer's account.

## 2. GENERAL REGULATIONS

### 2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

#### 2.4.2. Payment of Rates, Charges and Deposits (Cont'd)

B. Bill Dates

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

1. (Reserved For Future Use)

2. Access Service and Network Interconnection Service

Unless otherwise provided in this tariff, for Access Service and Network Interconnection Service, the Company will establish a bill day each month for each Customer account or advise the Customer in writing of an alternate billing schedule. Alternate billing schedules shall not be established on less than sixty (60) days notice or initiated by the Company more than twice in any consecutive twelve (12) month period.

## 2. GENERAL REGULATIONS

### 2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

#### 2.4.2. Payment of Rates, Charges and Deposits (Cont'd)

B. Bill Dates (Cont'd)

2. Access Services Other Than Presubscription (Cont'd)

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

Notwithstanding the above, bills will not be issued for amounts under $105.00. In such cases Customer billing will be held until the total amount of the bill equals or exceeds $105.00 or the Customer discontinues its service with the Company.

C. Payment Dates and Late Payment Charge

1. All bills dated as set forth in B. 2. preceding, provided to the Customer by the Company are due thirty (30) days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds in U.S. dollars. If the Customer does not receive a bill at least twenty (20) days prior to the 30 day payment due date, then the bill shall be considered delayed. When the bill has been delayed, upon request of the Customer the due date will be extended by the number of days the bill was delayed. Such request of the Customer must be accompanied with proof of late bill receipt.

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

If the payment date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Legal Holiday.

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

## 2. GENERAL REGULATIONS

### 2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

#### 2.4.2. Payment of Rates, Charges and Deposits (Cont'd)

C. Payment Dates and Late Payment Charge (Cont'd)

2. Further, if no payment is received by the payment date or if a payment or any portion of a payment is received by the Company after the payment date as set forth in 1. preceding, or if a payment or any portion of a payment is received by the Company in funds which are not Immediately Available funds in U.S. dollars, then subject to billing and systems availability, a Late Payment Charge shall be due to the Company. The Late Payment Charge shall be the payment or the portion of the payment in excess of $25.00 not received by the payment date times a late factor. The late factor shall be 1.5% per month unless an applicable law or regulation specifies a lower interest rate to be charged or portion thereof applied from the 31st Calendar day after the payment date to and including the date that the Company actually receives the payment. The Late Payment Charge shall be assessed monthly, based on the delinquent balance maintained on the account at the time.

D. Billing Disputes Resolved in Favor of the Company

1. In the event that a Customer disputes all or part of the billed amount, the Customer shall pay the disputed amount in full pending resolution of the dispute unless the Company determines, in its sole discretion, that there is an adequate deposit in respect of such disputed amount. In the event that the Company does not require the Customer to pay the disputed amount in full pending resolution of the dispute, Late Payment Charges will not apply to amounts withheld pending settlement of the dispute. If the Company sustains the charges after investigating the dispute, the applicable Late Payment Charge will apply and shall be deemed correct and binding on the Customer. If, alternatively, the Company credits the charges after investigating the dispute, the Late Payment Charge will not apply. (T)

(D)

(D)

Some material on this page has been moved to Page 28.3

## 2. GENERAL REGULATIONS

### 2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

#### 2.4.2. Payment of Rates, Charges and Deposits (Cont'd)

D. Billing Disputes Resolved in Favor of the Company (Cont'd)

2. In the event of a billing dispute, the billing dispute date is the date upon which the Customer presents sufficient written documentation to the Company to support its claim for incorrect billing. Sufficient written documentation consists of the following information, where such information is relevant to the dispute:

a. Dedicated Access
- A clear explanation of the basis of the dispute, including what the Customer believes is incorrect (*e.g.*, nonrecurring charge; mileage; circuit identification) and the reason why the Customer believes the bill is incorrect (*e.g.*, monthly rate billed not same as in tariff; facility not ordered; service not received)
- The account number under which the bill was rendered
- The date of the bill
- The invoice number
- The circuit number, line number, trunk group number, Two-Six Code (TSC), end office or tandem identification, or other appropriate facility identification
- The exact dollar amount in dispute
- The universal service order code(s)(USOCs) associated with the service
- The Purchase Order Number(s) and dates involved for disputes involving order activity
- Details sufficient to identify the specific amount(s) and item(s) in dispute
- The name of the person responsible for the Customer's dispute
- Additional data as the Company reasonably requests from the Customer to resolve the dispute. The request for such additional information shall not affect the Customer's dispute date as set forth preceding.

## 2. GENERAL REGULATIONS

### 2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

#### 2.4.2. Payment of Rates, Charges and Deposits (Cont'd)

D. Billing Disputes Resolved in Favor of the Company (Cont'd)

b. Switched Access

- A clear explanation of the basis of the dispute, including what the Customer believes is incorrect (*e.g.*, nonrecurring charge; mileage; circuit identification) and the reason why the Customer believes the bill is incorrect (*e.g.*, monthly rate billed not same as in tariff; facility not ordered; service not received)
- The account number under which the bill was rendered
- The date of the bill
- The invoice number
- The exact dollar amount in dispute
- Call Detail Records (CDRs)
- The universal service order code(s)(USOCs) and/or rate element associated with the service
- Details sufficient to identify the specific amount(s) and item(s) in dispute
- The name of the person responsible for the Customer's dispute
- Additional data as the Company reasonably requests from the Customer to resolve the dispute. The request for such additional information shall not affect the Customer's dispute date as set forth preceding.

## 2. GENERAL REGULATIONS

### 2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

#### 2.4.2. Payment of Rates, Charges and Deposits (Cont'd)

E. Billing Disputes Resolved in Favor of the Customer (M)

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

The penalty interest period shall end on the date that the Company actually renders the overpayment to the Customer. The penalty interest rate shall be the rate set forth in C. 2. preceding. (M)

(M) Some material on this page previously appeared on Page 28.

## 2. GENERAL REGULATIONS

### 2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

#### 2.4.2. Payment of Rates, Charges and Deposits (Cont'd)

F. Proration of Charges

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

G. Rounding of Charges

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

#### 2.4.3. Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month except as otherwise specified. Usage rated services (e.g., Tandem-Switched Transport) have no minimum period.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not. The applicable charge will be the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period plus any usage, nonrecurring and/or Special Construction charge(s) that may be due.

#### 2.4.4. Cancellation of an Order for Service

Provisions for the cancellation of an order for service are set forth in Section 5.5.

#### 2.4.5. Credit Allowance for Service Interruptions

A. General

A service is interrupted when it becomes unusable to the Customer because of a failure of a facility or component used to furnish service under this tariff or in the event that the protective controls applied by the Company as set forth in 2.1.12. preceding result in the complete loss of service by the Customer. An interruption period starts when an inoperative service is reported to the Company, and ends when the service is operative.

## 2. GENERAL REGULATIONS

### 2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

#### 2.4.5. Credit Allowance for Service Interruptions (Cont'd)

B. When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption shall be provided unless one or more of the conditions set forth in Section 2.4.5.C. applies.

1. Credit Allowance Computation

For flat rated Access Service or Network Interconnection Service rate elements, no credit shall be allowed for an interruption of less than thirty (30) minutes. The Customer shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of thirty (30) minutes or Major Fraction Thereof that the interruption continues.

The monthly charges used to determine the credit shall be the total of all the monthly rate element charges associated with the service.

2. Credit Allowances Cannot Exceed Monthly Charges

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

## 2. GENERAL REGULATIONS

### 2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

#### 2.4.5. Credit Allowance for Service Interruptions (Cont'd)

C. When a Credit Allowance Does Not Apply

No credit allowance will be made for:

1. Interruptions caused by the negligence of the Customer.

2. Interruptions of a service due to the failure of equipment or systems provided by the Customer or others.

3. Interruptions of a service during any period in which the Company is not afforded access to the premises where the service is terminated.

4. Interruptions of a service when the Customer has released that service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer prior to the release of that service.

5. Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.

6. An interruption or a group of interruptions, resulting from a common cause, that would result in credit in an amount less than one dollar.

7. Interruptions of a service which continue because of the failure of the Customer to authorize replacement of any element of Special Construction. The period for which no credit allowance is made begins on the seventh day after the Customer receives the Company's written notification of the need for such replacement and ends on the day after receipt by the Company of the Customer's written authorization for such replacement.

## 2. GENERAL REGULATIONS

### 2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

#### 2.4.5. Credit Allowance for Service Interruptions (Cont'd)

D. Use of an Alternative Service Provided by the Company

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

E. Temporary Surrender of a Service

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

#### 2.4.6. Re-establishment of Service Following Fire, Flood or Other Occurrence

A. Nonrecurring Charges Do Not Apply

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

1. The service is of the same type as was provided prior to the fire, flood or other occurrence.

2. The service is for the same Customer.

3. The service is at the same location on the same premises.

4. The re-establishment of service begins within sixty (60) days after Company service is available. (The sixty (60) day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period).

B. Nonrecurring Charges Apply

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

## 2. GENERAL REGULATIONS

### 2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

#### 2.4.7. Title or Ownership Rights

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

#### 2.4.8. Access Services Provided By More Than One Telephone Company

When an Access Service is provided by more than one telephone company, Meet Point Billing is required as set forth in A. following.

A. Meet Point Billing

The regulations and procedures applicable to Meet Point Billing are as set forth below. These regulations and procedures are in conformance with the provisions of the Multiple Exchange Carrier Access Billing (MECAB) and the Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines.

1. Each company providing the access service will receive an order or a copy of the order from the Customer as specified in 5.2.1. following, and arrange to provide its portion of the service.

## 2. GENERAL REGULATIONS

### 2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

#### 2.4.8. Access Services Provided By More Than One Telephone Company (Cont'd)

A. Meet Point Billing (Cont'd)

2. When the order is placed with this Company, as specified in 5.2. following, the Company will notify the Customer whether the Access Service may be billed under a single bill or a multiple bill arrangement. Under the single bill arrangement, one company bills the Customer for the Access Service. The bill rendered includes the applicable tariffed rates and charges for each company involved in providing the Access Service. Under the multiple bill arrangement, each company providing the access service renders a bill to the Customer for its portion of the service. The bill rendered includes the applicable tariffed rates and charges for each company involved in providing the Access Service. The Company will also notify the Customer of (a) the company(ies) that will render bills, (b) the company(ies) to whom payment should be made and (c) the company(ies) that will provide the bill inquiry function. The Company shall provide such notification at the time that orders are placed. Additionally, the Company shall provide such notice in writing 30 days in advance of any changes.

3. Each company will provide its portion of the Access Service to an interconnection point(s) with the other company(ies) involved.

4. Billing Percentages will be determined for the Access Service by the companies involved. The Billing Percentages will be applied as set forth in B. following.

## 2. GENERAL REGULATIONS

### 2.4. PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

#### 2.4.8. Access Services Provided By More Than One Telephone Company (Cont'd)

B. Determination of Charges

1. The charges for all Access Service rate elements provided by this Company in a Meet Point Billing arrangement, except the Tandem-Switched Facility rate element, are determined without the application of Meet Point Billing Percentages.

2. The charges for the Tandem-Switched Facility rate element are determined as follows:

   Determine the appropriate mileage between the two ends of the facility as set forth in Section 15.3.6.

   Determine the billing percentage (BP) which represents the portion of the service provided by this Company as set forth in Section 16.4.

   Multiply the number of access minutes of use routed over the facility times the number of airline miles, determined as set forth in (a) preceding, times the BP determined as set forth in (b) preceding, times the Tandem-Switched Facility rate.

3. The charges for the portion(s) of the access service provided by other companies are determined in accordance with the tariffs of those other companies.

## 2. GENERAL REGULATIONS

### 2.5. CONNECTIONS

Except with respect to NEPAS, equipment and systems (i.e., terminal equipment, multiline terminating systems and communications systems) may be connected with Access Service furnished by the Company where such connection is made in accordance with the provisions specified in Technical Reference Publication AS No. 1, Issue II and in Section 2.1 of this tariff.

### 2.6. Reserved For Future Use

## 2. GENERAL REGULATIONS

### 2.7. DEFINITIONS

Access Minutes

For the purpose of calculating chargeable usage, the term "Access Minutes" denotes Customer usage, in minutes of use, of Access Service in the provision of intrastate service. Unless otherwise provided in this tariff, on the originating end of an intrastate Call, usage is measured from the time the originating End User's Call is delivered by the Company to and acknowledged as received by the Customer's facilities connected with the originating exchange, and on the terminating end of an intrastate Call, usage is measured from the time the Call is received by the End User in the terminating exchange. Unless otherwise provided in this tariff, timing of usage at both originating and terminating ends of an intrastate Call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating exchanges, as applicable.

Access Service

The term "Access Service" denotes the use of the network or facilities of the Company to enable a Customer to terminate a Call. Notwithstanding the foregoing, "Access Service" does not include any service that constitutes Network Interconnection Service.

Access Tandem

The term "Access Tandem" denotes a switching system which provides a concentration and distribution function for terminating traffic between the Customer Premises and End Offices that are served by such Access Tandem.

Affiliate

The term "Affiliate" denotes a person or entity that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person or entity. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of 50 percent or more.

Business Day

The term "Business Day" denotes the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 a.m. to 5:00 or 6:00 p.m., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, Business Day hours for the Company may vary based on Company policy, union contract and location.

## 2. GENERAL REGULATIONS

2.7. DEFINITIONS (Cont'd)

Call

The term "Call" denotes an End User or Customer attempt for which complete address information (e.g., 7 or 10 digits) is provided to the serving dial tone office.

Carrier or Common Carrier

The term "Carrier" or "Common Carrier" denotes a Local Exchange Carrier or Interexchange Carrier.

Central Office

See End Office.

Central Office Prefix

The term "Central Office Prefix" denotes the first three digits (NXX) of the seven digit telephone number assigned to an End User's Local Exchange Service.

Channelize

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

Communications System

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

Company

The term "Company" denotes AT&T Communications of the Southern States, Inc., which is the issuer of this tariff.

## 2. GENERAL REGULATIONS

2.7. DEFINITIONS (Cont'd)

Customer(s)

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this tariff.

Customer Premises

The term "Customer Premises" denotes the premises designated or used by the Customer for the provision of Access Service.

Dial Around Service

Dial Around Service allows an End User to reach a non-presubscribed Interexchange Carrier via dialing 10XXX or 101XXXX.

DLS End User

The term "DLS End User" means an End User which purchases the AT&T Digital Link Service offering pursuant to the Company's Local Exchange Service tariff.

DLS End Office

The term "DLS End Office" means an End Office used in connection with the provision of the AT&T Digital Link Service offering pursuant to the Company's Local Exchange Service Tariff.

DS1 Facility

The term "DS1 Facility" denotes a facility that is capable of transmitting electrical signals at a nominal rate of 1.544 Mbps, with the capability to channelize up to 24 voice-frequency transmission paths.

DS3 Facility

The term "DS3 Facility" denotes a facility that is capable of transmitting electrical or optical signals at a nominal rate of 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths.

## 2. GENERAL REGULATIONS

2.7. DEFINITIONS (Cont'd)

End Office

The term "End Office" denotes a Company switching system where Local Exchange Service customer station loops (including dedicated digital links from a DLS End User) are terminated for purposes of interconnection to each other and to trunks.

End User

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

Exchange

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

First Point of Switching

The term "First Point of Switching" denotes the first Company location at which switching occurs on the terminating path of a Call proceeding from the Customer Premises to the terminating End Office (including DLS End Offices) and, at the same time, the last Company location at which switching occurs on the originating path of a Call proceeding from the originating End Office to the Customer Premises.

## 2. GENERAL REGULATIONS

2.7. DEFINITIONS (Cont'd)

Immediately Available funds in U.S. dollars

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

Incumbent Local Exchange Carrier (ILEC)

The term "Incumbent Local Exchange Carrier" shall mean any Carrier that constitutes an "incumbent local exchange carrier" pursuant to Section 251(h)(1) of the Communications Act of 1934 or that is treated as an "incumbent local exchange carrier" pursuant to Section 251(h)(2) of the Communications Act of 1934.

Individual Case Basis (ICB)

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

Interconnection Agreement

The term "Interconnection Agreement" denotes a lawful written agreement between the Company and a Local Exchange Carrier relating to the mutual termination of Local Traffic.

Interexchange Carrier (IC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate communication by fiber optics, wire or radio or any suitable technology or combination of technologies, between two or more exchanges.

Intermediate Carrier

The term "Intermediate Carrier" denotes another carrier with which the Company has made an arrangement under which the carrier will provide services that may include, without limitation, data base, switching and/or transport services in connection with Calls and is authorized by the Company to bill the Customer for all access services under the carrier's tariff as if all such services had been provided by the carrier.

## 2. GENERAL REGULATIONS

2.7. DEFINITIONS (Cont'd)

Interstate Communications

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

Intrastate Communications

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

Legal Holiday

The term "Legal Holiday" denotes a day other than a Saturday or Sunday for which the Company is normally closed.

Local Access and Transport Area (LATA)

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

Local Exchange Carrier

The term "Local Exchange Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in providing Local Exchange Service.

Local Exchange Service

The term "Local Exchange Service" denotes a service which provides for exchange telephone communication within a local calling area.

## 2. GENERAL REGULATIONS

2.7. DEFINITIONS (Cont'd)

Local Traffic

For the purposes of this tariff, the term "Local Traffic" means calls that originate and terminate within the territory agreed to by the Company and a Customer in an Interconnection Agreement as the territory within which Calls subject to the reciprocal compensation provisions of the Interconnection Agreement are originated and terminated. "Local Traffic" shall also be subject to any other restrictions specified in an Interconnection Agreement.

Major Fraction Thereof

The term "Major Fraction Thereof" denotes any period of time in excess of 1/2 of the stated amount of time. As an example, in considering a period of 24 hours, a Major Fraction Thereof would be any period of time in excess of 12 hours exactly.

Mutual Traffic Exchange

The term "Mutual Traffic Exchange" denotes a compensation arrangement between the Company and a Customer where each party agrees to terminate on its network Local Traffic originated on the other party's network without charge to each other (also known as a "Bill and Keep" arrangement).

Network Element-Provided Access Service (NEPAS)

The term Network Element-Provided Access Service (NEPAS) refers to service that provides switched access to the Premises of an End User which is obtaining a NEP Service offering (NEPS End User) under the Company's Local Exchange Service Tariff. NEPAS is provided utilizing network elements of the Incumbent Local Exchange Carrier. (See Section 16.3.5 for NEPAS availability.)

Network Element-Provided (NEP) Service

The term "NEP Service" means a Company local service offering pursuant to the Company's Local Exchange Service Tariff that is provided by the Company using the facilities of an Incumbent Local Exchange Carrier.

NEPS End Office

The term "NEPS End Office" means an Incumbent Local Exchange Carrier's End Office used in connection with the provision of an NEP Service by the Company.

NEPS End User

The term "NEPS End User" means an End User which purchases an NEP Service.

## 2. GENERAL REGULATIONS

2.7. DEFINITIONS (Cont'd)

NIS

The term "Network Interconnection Services" (NIS) denotes the use of the network or facilities of the Company to enable a Carrier to terminate Local Traffic.

North American Numbering Plan

The term "North American Numbering Plan" denotes a three digit area code (Numbering Plan Area NPA) and a seven digit telephone number made up of a three digit Central Office prefix plus a four digit station number.

Off-hook

The term "Off-hook" denotes the active condition of a Local Exchange Service line.

On-hook

The term "On-hook" denotes the idle condition of a Local Exchange Service line.

Originating Direction

The term "Originating Direction" denotes the use of a service for the completion of calls from an End User Premises to a Customer Premises or Point of Interconnection.

Percent of Interstate Use (PIU)

The term "Percent of Interstate Use" (PIU) denotes the percent of interstate usage on lines or trunks carrying interstate and intrastate calls.

Point of Interconnection (POI)

The term "Point of Interconnection" (POI) denotes a place where the Company's and a Customer's networks physically connect for the purpose of exchanging (1) in the case of NIS, Local Traffic, and (2) in the case of Access Services, traffic originated by or terminating to End Users.

Point of Termination (POT)

The term "Point of Termination" is defined in Section 2.1.5. preceding.

## 2. GENERAL REGULATIONS

2.7. DEFINITIONS (Cont'd)

Premises

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

Serving Wire Center

The term "Serving Wire Center" denotes the wire center from which the Customer Premises would normally obtain dial tone from a telephone company providing access service to such premises.

Signaling System 7 (SS7)

The term "Signaling System 7 (SS7) denotes the common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Telecommunications Service

The term "Telecommunications Service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Terminating Direction

The term "Terminating Direction" denotes the use of a service for the completion of calls from a Customer Premises or Point of Interconnection to an End User Premises.

Toll Free (8YY) Service

Toll Free (8YY) Service is a telecommunications service which permits inward calling between a location associated with an access line in one area and locations in diverse geographical service areas specified by the owner of the Toll Free (8YY) number. The Call is without charge to the calling party. The owner of the Toll Free (8YY) number is responsible for the access charges associated with the service.

Transmission Path

The "Transmission Path" denotes an electrical path capable of transmitting signals within the range of the service offering, e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz.

A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant typically used in the telecommunications industry.

## 2. GENERAL REGULATIONS

2.7. DEFINITIONS (Cont'd)

Trunk

The term "Trunk" denotes a communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group

The term "Trunk Group" denotes a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

V and H Coordinates Method

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

Wire Center

The term "Wire Center" denotes a building in which one or more central offices, or access tandems are located.

## 2. GENERAL REGULATIONS

### 2.8. Universal Service Charge

Services provided pursuant to this Tariff are subject to an undiscountable monthly South Carolina Universal Service Charge. Subject to billing system availability, this Charge will be applied as a percentage of the Customer's total net international, interstate and intrastate monthly recurring and usage-based charges for calls that are billed within the state of South Carolina, after application of all applicable discounts and credits. International, interstate and intrastate charges are assessed this Charge under order by the Public Service Commission of South Carolina. For Customer invoices beginning July 15, 2003, (C)
the South Carolina Universal Service Charge is 2.47% of applicable (C)
charges.

3. RESERVED FOR FUTURE USE

4. RESERVED FOR FUTURE USE

# 5. ACCESS/INTERCONNECTION ORDERING

## 5.1. GENERAL

This section sets forth the regulations and order related charges for services set forth in other sections of this tariff. Order related charges are in addition to other applicable charges for the services provided.

A Service Order is an order to provide the Customer with Access Service or Network Interconnection Service or to provide changes to existing service.

A Customer may order any number of services of the same type and between the same premises on a single Service Order, unless prohibited by technical limitations.

The Customer shall provide the Company the order information required in 5.2. following, and in addition the Customer must also provide:

- Customer name and premises address(es)
- Billing name and address (when different from Customer name and address).
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

### 5.1.1. Service Installation

The service intervals associated with Customer requests for Access Service or Network Interconnection Service will be developed by the Company on an Individual Case Basis (ICB). The Company will make every reasonable effort to meet the Customer's requested service date subject to the following.

Access Services and Network Interconnection Services will be installed during Company business days. If a Customer requests installation be done outside of scheduled work hours and the Company agrees to this request, the Customer will be subject to applicable additional charges as set forth in Section 13.3.

# 5. ACCESS/INTERCONNECTION ORDERING

## 5.2. ORDERING REQUIREMENTS

### 5.2.1. Access Service

When ordering AT&T Digital Link Access Service (DLAS), the Customer must specify whether the service is to be provided as: (1) direct transport to an Access Tandem which connects with DLAS Tandem-Switched Transport to the DLS End Office, (2) DLAS Tandem-Switched Transport from the Customer Serving Wire Center to the DLS End Office, or (3) DLAS Direct Connect Transport to the DLS End Office, as set forth in Section 15.2.1.

A. Access Tandem Connections

When ordering DLAS via an Access Tandem, the Customer must provide the Company an estimate of the amount of traffic it will generate to the DLS End Office to assist the Company in its efforts to project further facility requirements.

When service to the Access Tandem is ordered by the Customer from another telephone company, the Customer must also supply a copy of the order to the Company.

B. DLAS Direct Connect Transport

When placing an order for DLAS Direct Connect Transport to a DLS End Office, the Customer shall provide:

-The number of trunks desired between the Customer Premises and the DLS End Office, and

-The type and quantity of facility desired (e.g., DS1 or DS3).

C. PIU Requirements

For all Access Services provided under this tariff, a projected Percent of Interstate Use (PIU) shall be provided as set forth in Section 2.3.9.

## 5. ACCESS/INTERCONNECTION ORDERING

### 5.2. ORDERING REQUIREMENTS (Cont'd)

#### 5.2.2. Network Interconnection Service

When ordering Network Interconnection Service, the Customer must specify

-The type and quantity of facility required or being provided by the Customer,

-The number of trunks desired,

-Any DS3 to DS1 Multiplexing required,

-If SS7 Signaling is required, the number of Signal Transfer Point (STP) links and ports and in addition, the STP codes, location identifier codes and circuit identifier codes. The Customer shall work cooperatively with the Company to determine the number of SS7 signaling connections required to handle its signaling traffic.

-The Percent of Local Signaling Usage (PLSU) as set forth in Section 10.2.3.

#### 5.2.3. Miscellaneous Services

Additional Labor shall be ordered with a Service Order or may subsequently be added to a pending order at any time up to and including the service date for the Access Service or Network Interconnection Service. When miscellaneous services are added to a pending order a Service Date Change may be required. When a Service Date Change is required, the Service Date Change Charge as set forth in Section 17.5. will apply. When miscellaneous services are added to a pending order, charges for a Design Change as set forth in Section 17.5. will apply when an Engineering Review is required. If both a Service Date Change and an Engineering Review are required, both the Service Date Change Charge and the Design Change Charge will apply as set forth in 5.4.2.A. and B. following.

The rates and charges for miscellaneous services, as set forth in Section 17.13 of this tariff, will apply in addition to the ordering charges set forth in Section 17.5 and the rates and charges for the Access Service(s) or Network Interconnection Service(s) with which they are associated.

## 5. ACCESS/INTERCONNECTION ORDERING

### 5.2. ORDERING REQUIREMENTS (Cont'd)

#### 5.2.3. Miscellaneous Services (Cont'd)

Additional Engineering is not an ordering option, but will be applied to a Service Order when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will only be required as set forth in Section 13. When it is required the Customer will be so notified and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineering, a firm order will be established. If the Customer does not want the service or facilities after being notified that Additional Engineering is required, the order will be withdrawn and no charges will apply. Once a firm order has been established, the total charge to the Customer for the Additional Engineering may not exceed the estimated amount by more than ten (10%) percent.

## 5. ACCESS/INTERCONNECTION ORDERING

5.3. Reserved For Future Use

# 5. ACCESS/INTERCONNECTION ORDERING

## 5.4. CHARGES ASSOCIATED WITH ACCESS/INTERCONNECTION ORDERING

### 5.4.1. Service Order Charges

The Service Order charge is applied to all Customer requests for new Access Service or Network Interconnection Service. In addition, the Service Order charge is applicable to Customer requests for additions, changes or rearrangements to existing service with the following exceptions:

The Service Order charge does not apply:

-When a Service Date Change Charge is applicable.
-When a Design Change Charge is applicable.
-To “records only” changes as set forth in A. following.
-When a change to a pending order does not result in the cancellation of the pending order and the issuance of a new order.
-When an Administrative Change Charge is applicable.
-When a Company initiated network reconfiguration requires a Customer’s existing Access Service or Network Interconnection Service to be reconfigured.
-When a service with an ICB rate is converted to a similar service with a non-ICB tariff rate prior to the expiration of the ICB.
-When a Billing Name and Address Service Establishment Charge is applicable.
-For Service Orders relating solely to Network Element-Provided Access Service (NEPAS).

The Service Order charge will be applied on a per order basis to each order received by the Company or copy of an order received by the Company pursuant to 5.2.1. preceding and is in addition to other applicable charges as set forth in this and other sections of this tariff.

# 5. ACCESS/INTERCONNECTION ORDERING

## 5.4. CHARGES ASSOCIATED WITH ACCESS/INTERCONNECTION ORDERING

### 5.4.1. Service Order Charges (Cont'd)

A. "Records Only" Changes

Changes which are "records only" changes will be made without charge(s) to the Customer. These changes require the continued provision and billing of the Access Service or Network Interconnection Service to the same entity (i.e., Customer remains responsible for all outstanding indebtedness for the service).

The following are examples of "records only" changes:

-Change of Customer name (i.e., the Customer of record does not change but rather the Customer of record changes its name),

-Change of Customer or Customer's End User premises address when the change of address is not a result of a physical relocation of equipment,

-Change in any of the following billing data items (name, address, contact name or telephone number).

-Change of Customer or Customer's End User contact name or telephone number, and

-Change of PIU, or PLSU.

# 5. ACCESS/INTERCONNECTION ORDERING

## 5.4. CHARGES ASSOCIATED WITH ACCESS/INTERCONNECTION ORDERING

### 5.4.2. Service Order Change Charges

Service Order Changes involve Service Date Changes and Design Changes. The Customer may request a change of its Service Order prior to the service date. The Company will make every effort to accommodate a requested change when it is able to do so with the normal work force assigned to complete such an order within normal business hours. If the change cannot be made with the normal work force during normal business hours, the Company will notify the Customer. All charges for a Service Order Change as set forth in Rate Section will apply on a per occurrence basis.

Any increase in the number of DLAS or Network Interconnection Service trunks will be treated as a new Service Order (for the increased amount only).

A. Service Date Change

The Customer may request a change of service date on a pending Service Order prior to the service date. A change of service date is a change of the scheduled service date by the Customer to either an earlier date or a later date which does not exceed thirty (30) calendar days from the original service date.

If the Company determines that the Customer’s request can be accommodated without delaying the service dates for orders of other Customers, the service date will be changed and the Service Date Change Charge, as set forth in Rate Section, will be applied to the order.

# 5. ACCESS/INTERCONNECTION ORDERING

## 5.4. CHARGES ASSOCIATED WITH ACCESS/INTERCONNECTION ORDERING

### 5.4.2. Service Order Change Charges (Cont'd)

A. Service Date Change (Cont'd)

If the service date is changed to an earlier date, and the Company determines additional labor is necessary to meet the earlier service date requested by the Customer, the Customer will be notified by the Company that Additional Labor charges as set forth in Section 13.3. apply. Such charges will apply in addition to the Service Date Change Charge.

If the requested service date exceeds thirty (30) calendar days following the original service date, and the Company determines that the Customer's request can be accommodated, the Company will cancel the original order and apply the cancellation charges as set forth in 5.5.1. following. A new Service Order with a new service date will be issued. The Service Date Change Charge will not apply, however, the Service Order Charge will apply to the new order.

If the service date is changed due to a Design Change as set forth in B. following, the Service Date Change Charge will apply.

## 5. ACCESS/INTERCONNECTION ORDERING

### 5.4. CHARGES ASSOCIATED WITH ACCESS/INTERCONNECTION ORDERING

#### 5.4.2. Service Order Change Charges (Cont'd)

B. Design Change

The Customer may request a Design Change to the service ordered prior to the requested service date. A Design Change is any change to a Service Order which requires Engineering Review. An Engineering Review is a review by Company personnel, of the service ordered and the requested changes to determine what changes in the design, if any, are necessary to meet the changes requested by the Customer.

Design Changes do not include a change of Customer Premises, Point of Interconnection or First Point of Switching. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

The Company will review the requested change, notify the Customer whether the change is a Design Change, if the change can be accommodated and if a new service date is required. If the Customer authorizes the Company to proceed with the Design Change, a Design Change Charge as set forth in Rate Section will apply in addition to the charge for Additional Engineering as set forth in Rate Section. If a change in service date is required, the Service Date Change Charge set forth in Rate Section will also apply. The Service Order charge does not apply in this instance.

# 5. ACCESS/INTERCONNECTION ORDERING

## 5.4. CHARGES ASSOCIATED WITH ACCESS/INTERCONNECTION ORDERING

### 5.4.3. Administrative Change Charges

An Administrative Change Charge, as set forth in Rate Section applies for the following Customer initiated changes:

- Change of circuit identification
- Change of billing account information other than those billing data changes identified as “Record Only” in 5.4.1.A. preceding.

# 5. ACCESS/INTERCONNECTION ORDERING

## 5.5. CANCELLATIONS

### 5.5.1. Cancellation of a Service Order

A. A Customer may cancel a Service Order for the installation of service on any date prior to the Service Date. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days.

If a Customer or a Customer's End User is unable to accept service within thirty (30) calendar days after the original Service Date, the Customer has the choice of the following options:

-The Service Order shall be canceled and charges set forth in B. following will apply or,

-Billing for the service will commence.

In such instances, the cancellation date or the billing date, depending on which option is selected by the Customer, shall be the 31st day beyond the original Service Date of the Service Order.

B. A critical date schedule is established by the Company for each Service Order placed by the Customer. The Company uses this schedule to identify key activities in the order process, to monitor the progress of the installation and to administer the schedule of cancellation charges. Critical date schedules may vary between orders.

5. ACCESS/INTERCONNECTION ORDERING

5.5. CANCELLATIONS (Cont'd)

5.5.1. Cancellation of a Service Order (Cont'd)

B. (Cont'd)

The critical dates monitored by the Company are:

-Application Date (APP): The date on which the Customer provides a firm commitment and sufficient information to the Company to proceed with issuance of a firm order for service.

-Scheduled Issue Date (SID): The date on which the Service Order is entered into the Company's service order distribution system.

-Design Layout Report Date (DLRD): The date the Design Layout Report is to be forwarded to the Customer.

-Records Issue Date (RID): The date on which all circuit design and assignment information is sent to the central office installation force.

- Wired and Office Tested Date (WOT): The date by which all intraoffice wiring is completed, all plug-ins are optioned and aligned, and frame continuity is established.

-Plant Test Date (PTD): The date on which overall testing of the service is to be completed.

-Service Date (DD): The date established for completion of the service installation. This date is also known as the due date.

## 5. ACCESS/INTERCONNECTION ORDERING

### 5.5. CANCELLATIONS (Cont'd)

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

B. (Cont'd)

The amount of the total provisioning completed by the Company at a particular critical date varies by the service involved as shown following:

| SERVICE | APP | SID | DLRD | RID | WOT | PTD | DD |
|---|---|---|---|---|---|---|---|
| DLAS (Direct Connect Transport) | 0% | 7% | 18% | 32% | 100% | 100% | 100% |
| Network Interconnection Service | 0% | 7% | 18% | 32% | 100% | 100% | 100% |

If an order is canceled by the Customer prior to the SID, no charge applies. For cancellations by the Customer on or after that date, a cancellation charge will apply. The amount of the cancellation charge will vary according to the service ordered and the date reached in the critical date schedule.

Cancellation charges are based on the amount of provisioning completed at the time of the request to cancel and are determined by multiplying the nonrecurring charges applicable to the canceled service(s) by the appropriate percentage from the table listed above (e.g., an order for DLAS Direct Connect Transport canceled after the RID date but prior to the WOT date would be subject to a cancellation charge equal to 32% of the applicable nonrecurring charges for the service(s) canceled).

## 5. ACCESS/INTERCONNECTION ORDERING

### 5.5. CANCELLATIONS (Cont'd)

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

C. When a Customer cancels an order for the discontinuance of service, no charges apply for the cancellation.

D. If the Company misses a Service Date by more than thirty (30) days and such delay is not requested or caused by the Customer (excluding those circumstances where the date is missed due to Acts of God, governmental requirements, work stoppages or civil commotions), the Customer may cancel the order without incurring cancellation charges.

E. If the Customer changes the Service Date of an order, as set forth in 5.4.2.A. preceding, the critical date schedule for the order will be revised for those critical dates not yet passed. Subsequent cancellation of the order will cause a cancellation charge to be incurred, based on the revised schedule.

#### 5.5.2. Partial Cancellation Charge

Any decrease in the number of ordered DLAS Direct Connect Transport or NIS trunks will be treated as a partial cancellation and charges will be determined as set forth in 5.5.1.B. preceding.

6. RESERVED FOR FUTURE USE

7. RESERVED FOR FUTURE USE

8. RESERVED FOR FUTURE USE

9. RESERVED FOR FUTURE USE

# 10. NETWORK INTERCONNECTION SERVICES

## 10.1. GENERAL

The Network Interconnection Services (NIS) available under this tariff consist of Physical Network Interconnection Arrangements.

NIS is available only in connection with the termination of Local Traffic to End Users to whom the Company is able to terminate Calls using Access Services as provided elsewhere in this tariff. NIS is only available to Customers who are Facility-Based Certified Local Exchange Carriers (CLEC), authorized by the South Carolina Public Service Commission to provide Local Exchange Service in South Carolina. The Company shall not be obligated to provide NIS to Customers that do not offer services comparable to NIS to the Company for the termination of Local Traffic originated by the Company. A CLEC providing Local Exchange Service using one or more unbundled network elements provided by another Carrier shall be deemed to be facility-based.

NIS availability is as set forth in Section 16.

### 10.1.1. REGULATIONS

The provisions of Section 2 and Section 5 of this tariff shall apply to NIS unless otherwise specifically provided herein.

A. Service Rearrangements

Service rearrangements are as described in Section 2.4.1.C.2. All NIS rearrangements, except the “records only” changes set forth in Section 5.4.1.A., and the administrative changes set forth in Section 5.4.2., will be treated as disconnects and starts.

# 10. NETWORK INTERCONNECTION SERVICES

## 10.2. PHYSICAL NETWORK INTERCONNECTION ARRANGEMENTS

Physical Network Interconnection Arrangements provide the necessary facilities, equipment and connections to allow a Customer to terminate Local Traffic on the Company's network. Physical Network Interconnection Arrangements are not available in connection with termination of Local Traffic to NEPS End Offices.

### 10.2.1. OBLIGATIONS OF THE COMPANY AND THE CUSTOMER

The Company and the Customer are each individually responsible for the installation, operation, and maintenance of the equipment and facilities on their own respective networks. The Company and the Customer will perform functions for each other which are reasonably necessary to engineer, install, maintain, and administer the facilities subject to this arrangement.

Except as may otherwise be agreed by the Company and the Customer, each party is responsible for the provisioning of the facilities within its own network up to the Point of Interconnection (POI) as set forth in 10.2.2. following.

The Customer and the Company shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the exchange.

The Customer and the Company will cooperate to determine the performance of their respective networks and will implement joint management controls to further overall service integrity.

### 10.2.2. ESTABLISHING POINTS OF INTERCONNECTION

The Company shall designate Points of Interconnection ("POI") at the Company's End Office, and at any other reasonable point on the Company's network. The Company and the Customer may establish a POI at other points by mutual agreement.

## 10. NETWORK INTERCONNECTION SERVICES

### 10.2. PHYSICAL NETWORK INTERCONNECTION ARRANGEMENTS (Cont'd)

#### 10.2.2. ESTABLISHING POINTS OF INTERCONNECTION (Cont'd)

The Customer is responsible for providing its own DS1 or DS3 facilities to route calls to the POI. Each party shall bear its own costs related to the provisioning and installation of its facilities. After installation of any facility, only Company personnel will be permitted access to the Company side of the POI for maintenance or any other purpose.

Subject to mutual agreement between the Customer and the Company, a Customer may terminate traffic on the Company's network in one of two ways: 1) separate trunk groups for Local Traffic and non-Local Traffic; or 2) on combined trunk groups.

The Customer will compensate the Company for terminating Local Traffic which the Customer delivers at the POI for termination on the Company's network in accordance with the Interconnection Agreement between the Company and the Customer.

A. DS1 Port Terminations

The Company provides for the connection of a Customer's DS1 or DS3 facility at the POI, pursuant to charges set forth in Rate Section.

1. DS1 Facility

Provided that facilities are available, at the Customer's option, dedicated DS1 facilities may be provided by the Company for termination at the Company's POI. These facilities transmit electrical signals at 1.544 Mbps with the capability to channelize up to 24 voice frequency transmission paths.

2. DS3 Facility

Upon request, the Company will provide for an arrangement that converts a DS3 channel operating at a terminating speed of 44.736 to 28 DS1 channels operating at a terminating speed of 1.544 Mbps using digital time compression multiplexing pursuant to charges set forth in Rate Section. When the Customer elects to connect its DS3 facility via Company provided multiplexing, in addition to the multiplexing charges the Customer will also pay the charges for 28 DS1 Port Terminations.

# 10. NETWORK INTERCONNECTION SERVICES

## 10.2. PHYSICAL NETWORK INTERCONNECTION ARRANGEMENTS (Cont'd)

### 10.2.2. ESTABLISHING POINTS OF INTERCONNECTION (Cont'd)

A. DS1 Port Terminations (Cont'd)

3. 64 Clear Channel Capability

The Company, where available and at the Customer's request, will arrange the channels derived from a DS1 facility for 64 Clear Channel Capability pursuant to charges set forth in Rate Section. This optional feature employs the Bipolar 8 Zero Suppression (B8ZS) technique to permit Customers to use the full 64 Kbps bandwidth of a derived channel.

### 10.2.3. SS7 Interconnection

A Customer may connect to the Company's SS7 network in one of two ways:

1. On a shared use link and port. If a Customer chooses to connect to the Company's SS7 network using shared link(s) and port(s), the Company shall provide such link(s) and port(s) and the Customer shall pay the charges therefore, as set forth in Rate Section, prorated as per a Percent Local Signaling Usage (PLSU) mechanism agreed upon by the Company and the Customer, or in full, if a PLSU has not been agreed to, or

2. The Customer and the Company agree on another signaling interconnection arrangement on an individual case basis.

### 10.2.4. Charges

The charges applicable to Physical Network Interconnection Arrangements are set forth in Rate Section.

### 10.2.5. Collocation

Nothing in this tariff shall obligate the Company to provide physical collocation services to the Customer. Collocation arrangements, if any, will be made subject to availability and on an Individual Case Basis.

11. RESERVED FOR FUTURE USE

12. RESERVED FOR FUTURE USE

# 13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

## 13.1 GENERAL

A Service Order Charge as set forth in Section 5.4.1. may be applicable to services ordered from this section.

## 13.2 ADDITIONAL ENGINEERING

Additional Engineering, including engineering reviews as set forth in Section 5.4.2., will be undertaken only after the Company has notified the Customer that the Additional Engineering charges set forth in Rate Section will apply, and the Customer agrees to such charges.

Additional Engineering will be provided by the Company at the request of the Customer only when:

A Customer requests additional technical information after the Company has already provided the technical information normally included on the Design Layout Record (DLR) as set forth in Section 2.1.13.

A Customer requested Design Change requires the expenditure of additional engineering time. Such additional engineering time is incurred by the Company for the engineering review set forth in Section 5.4.2. The charge for additional engineering time relating to the engineering review, which is undertaken to determine if a design change is indeed required, will apply whether or not the Customer authorizes the Company to proceed with the Design Change.

## 13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

### 13.3. ADDITIONAL LABOR

Additional Labor is that labor requested by the Customer on a given service and agreed to by the Company as set forth in 13.3.1. through 13.3.5. following. The Company will notify the Customer that the Additional Labor charges set forth in Rate Section will apply before any additional labor is undertaken. A call-out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four (4) hours.

#### 13.3.1. Overtime Installation

Overtime installation is that Company installation effort outside of normally scheduled working hours.

#### 13.3.2. Overtime Repair

Overtime repair is that Company repair effort performed outside of normally scheduled working hours.

#### 13.3.3. Standby

Standby includes all time in excess of one-half (1/2) hour during which Company personnel standby to make installation acceptance tests or cooperative tests with a Customer to verify facility repair on a given service.

#### 13.3.4. Testing and Maintenance with Other Companies

Additional testing, maintenance or repair of facilities which connect other companies is that which is in addition to the normal effort required to test, maintain or repair facilities provided solely by the Company.

#### 13.3.5. Other Labor

Other labor is that additional labor not included in 13.3.1. through 13.3.4. preceding and labor incurred to accommodate a specific Customer request that involves only labor which is not covered by any other section of this tariff.

# 13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

## 13.4 Miscellaneous Services

### 13.4.1 Reserved For Future Use

A. Reserved For Future Use

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 Miscellaneous Services (Cont'd)

13.4.1 Reserved For Future Use (Cont'd)

B. Reserved For Future Use

C. Reserved For Future Use

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 Miscellaneous Services (Cont'd)

13.4.1 Reserved For Future Use (Cont'd)

D. Reserved For Future Use

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 Miscellaneous Services (Cont'd)

13.4.2 Billing Name and Address Service

A. General Description

1. Billing Name and Address (BNA) Service is the provision by the Company to an intrastate service provider who is a Customer of the Company of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company. An intrastate service provider is defined as an interexchange carrier, an operator service provider, an enhanced service provider or any other provider of intrastate telecommunications services.

2. 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 collect calls 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.

3. BNA information associated with listed/published telephone numbers will be provided. For calling card calls and collect and third party billed calls, the Company's BNA Service is not available with respect to accounts of nonpublished/unlisted end users who, by request to the Company (which request may be submitted at any time), have specified that such information not be released.

B. Undertaking of the Company

1. Standard formats for the receipt of BNA requests and the provision of BNA information will be established by the Company.

2. Upon written or verbal request from an authorized individual of the Customer the Company will provide BNA information. A request for information on up to 50 telephone numbers per request can be faxed to AT&T. A request for information on over 50 telephone numbers per request must be mailed to AT&T. A Customer may not request a total of more than 200 telephone numbers by manual (fax and/or mail) requests per month. The standard response to such requests will be via facsimile or other negotiated mediums, such as Direct: Connect or tape.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 Miscellaneous Services (Cont'd)

13.4.2 Billing Name and Address Service (Cont'd)

B. Undertaking of the Company (Cont'd)

3. Upon receipt of a magnetic tape or electronic feed of BNA requests from the Customer, the Company will, where technically feasible, enter the BNA information on the Customer's magnetic tape or data file. The standard response for magnetic tape requests will be via magnetic tape. The standard response for an electronic BNA request will be via electronic feed.

4. Non-standard methods of receiving and providing the data may be negotiated and will be provided by the Company, where available, subject to the charges set forth in Rate Section following.

5. The Company will make every effort to provide accurate and complete BNA data. The Company makes no warranties, expressed or implied, as to the accuracy or completeness of this information.

6. The Company will not disclose BNA information to parties other than intrastate service providers and their authorized billing agents. BNA disclosure is limited to those purposes as defined in 13.4.2.A.2. preceding.

7. The Company reserves the right to request from an intrastate 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 13.4.2.A.2. preceding. The Company will not process the order until such time as the intrastate service provider supplies the requested data.

C. Obligations of the Customer

1. Each request for BNA information must identify both the Customer's authorized representative and the address to which the information is to be sent.

2. A Customer which intends to submit recorded messages via magnetic tape or electronic feed must provide the Company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 Miscellaneous Services (Cont'd)

13.4.2 Billing Name and Address Service (Cont'd)

C. Obligations of the Customer

3. 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 13.4.2.A.2. preceding.

4. The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's end user records it assembles through the use of BNA Service.

5. Upon request, the Customer will provide to the Company the source data upon which the Customer has based an order for BNA Service. The Company will not process the order until such time as the Customer provides the requested data.

6. The Company will not disclose BNA information to parties other than intrastate service providers and their authorized agents. BNA disclosure is limited to those purposes as defined in 13.4.2.A.2. preceding.

7. The Company reserves the right to request from an intrastate 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 13.4.2.A.2. preceding. The Company will not process the order until such time as the intrastate service provider supplies the requested data.

D. Rate Regulations

1. A Service Establishment charge applies for the initial establishment of BNA Service for a Customer.

2. A Manual-BNA Request Charge applies in connection with written (fax and/or mail) requests for BNA information. The charge applies for each telephone number for which BNA information is requested.

3. A Mechanized-BNA Request Charge applies in connection with requests for BNA information received via magnetic tape or electronic feed. The charge applies for each telephone number for which BNA information is requested.

4. The Company will bill the Customer in accordance with 2. and 3. preceding regardless of whether or not the Company was able to provide BNA information for all requests.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 Miscellaneous Services (Cont'd)

13.4.2 Billing Name and Address Service (Cont'd)

D. Rate Regulations (Cont'd)

5. Customer requests for BNA information which are non-standard are subject to Non-Standard-BNA Request Charges and Manual or Mechanized-BNA Request Charges as appropriate for the type of request. The additional Non-Standard-BNA Request Charge applies per BNA record requested. Additional Programming and Company-Provided Magnetic Tape Charges will also apply, if required to meet the Customer's request.

6. Where the details of BNA request are insufficient to determine jurisdiction, the rates set forth in AT&T Business Services Guide will apply.

7. The rates for BNA Service are set forth in Rate Section following.

13.4.3 Maintenance of Service

A. When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of a Maintenance of Service charge. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4. MISCELLANEOUS SERVICES (Cont'd)

13.4.3 Maintenance of Service (Cont'd)

B. The Customer shall be responsible for payment of a Maintenance of Service charge when the Company dispatches personnel to the Customer Premises or to a Point of Interconnection in connection with Network Interconnection Services, and the trouble is in equipment or communications systems provided by other than the Company or in detariffed CPE provided by the Company.

C. In either A. or B. preceding, no credit allowance will be applicable for the interruption involved if the Maintenance of Service charge applies.

The rates for Maintenance of Service are the same as the rates set forth in Rate Section for Testing and Maintenance with Other Companies as described in 13.3.4.

13.4.4. Toll Free (8YY) Data Base Service

Toll Free (8YY) Data Base Service is an originating offering, which provides a carrier identification function for numbers using Toll Free Service Access Codes (SACs). When a Toll Free Service number is originated by an End User, the Company will query the appropriate data base to perform the carrier identification function. For this service a Carrier Identification Charge as set forth in Rate Section will apply.

A. 8YY to POTS Translation Optional Feature

The 8YY to POTS Translation Optional Feature allows End Users to designate a 10 digit POTS telephone number to be translated from a specific 8YY number to be delivered to the End User's premises. If the 8YY to POTS Translation Optional Feature is ordered, the End User will be unable to determine that such calls originated as 8YY dialed calls unless the Customer also orders the Automatic Number Identification (ANI) optional feature. For this feature an 8YY to POTS Number Translation Charge as set forth in Rate Section will apply.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4. MISCELLANEOUS SERVICES (Cont'd)

13.4.4. Toll Free (8YY) Data Base Service (Cont'd)

B. Call Handling and Destination Feature

The Call Handling and Destination Feature is available to 8YY Data Base Service End Users on an optional basis. This feature allows for the End User to create call processing logic for 8YY dialed calls. In this manner the 8YY Data Base Service can be customized to meet individual requirements. The feature may be used in combination with one or more routing options based upon End User specification and technical switch limitations.

The End User may segment the 8YY calls based on the following options to choose different terminating destinations and/or multiple carriers:

- Specific telephone number of the calling party
- Time of day
- Day of week
- Specific days of the year (e.g. December 25)
- Percentage of traffic (in one percent increments)

The availability of the Call Handling and Destination Feature based on specific telephone number of the calling party is subject to the Company's ability to obtain full 10-digit ANI of the calling party. For the Call Handling and Destination Feature a charge as set forth in Rate Section will apply.

Toll Free (8YY) Data Base Service is provided subject to technical capability and successful completion of application testing.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4. MISCELLANEOUS SERVICES (Cont'd)

13.4.5. (Reserved For Future Use)

13.4.6. (Reserved For Future Use)

13.4.7. Provision of Access/Network Interconnection Service Billing Information

A. The Customer, upon request, has the option of receiving its primary monthly Access or Network Interconnection Service bill and Customer Service Record (CSR) in one of the following standard medium, at no charge:

1. Paper
- Detailed paper bill

2. Bill Data Record
- Magnetic Tape
- Electronic Data Transmission

B. In addition to the Customer's primary monthly Access or Network Interconnection Service bill, the Customer will be provided, upon request, an abbreviated paper bill, at no additional charge.

C. At the option of the Customer, and for an additional charge as set forth in Rate Section:

1. Additional hard copies of the monthly Access or Network Interconnection Service bill or service and features record may be provided on paper.

2. Additional Bill Data Record information may be provided on magnetic tape.

3. Additional Bill Data Record information may be transmitted to the Customer by electronic data transmission.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4. MISCELLANEOUS SERVICES (Cont'd)

13.4.7. Provision of Access/Network Interconnection Service Billing Information

D. The rules and regulations concerning payment arrangements and credit allowances described in Section 2.4. applies to all primary monthly Access or Network Interconnection Service bills, regardless of the chosen bill medium.

E. Upon acceptance by the Company of a request for a change in the existing medium of the primary monthly Access or Network Interconnection Service bill data (e.g., paper to magnetic tape, magnetic tape to paper, or any of the previous two to electronic data transmission), and for an additional electronic data transmission, the Company, in cooperation with the Customer, will determine the interval required to implement the transmission of such material on an individual request basis.

The Customer requesting electronic data transmission shall be responsible for providing a data transmission system compatible with the Company transmission facilities.

F. Regulations regarding electronic data transmission failure will apply as follows:

1. In the event of transmission failure resulting from Company error, the Company will re-send a bill by electronic data transmission at no charge to the Customer. The bill payment due date will be negotiated between Company and Customer for this bill.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4. MISCELLANEOUS SERVICES (Cont'd)

13.4.7. Provision of Access/Network Interconnection Service Billing Information (Cont'd)

F. (Cont'd)

2. In the event of transmission failure resulting from failure of the Customer's transmission line or other Customer error, the Company will re-send a bill by electronic data transmission at the same rates and charges as a request for an additional copy of the bill as set forth in Rate Section.

3. In the event that there are problems or disputes regarding receipt of the data transmission other than those outlined in (1) and (2) preceding, the Company will forward a duplicate bill on magnetic tape via overnight delivery. After investigation, if (2) preceding applies, the same rates and charges as a request for an additional copy of the bill will apply as set forth in Rate Section.

14. RESERVED FOR FUTURE USE

# 15. AT&T DIGITAL LINK ACCESS SERVICE

## 15.1. GENERAL

AT&T Digital Link Access Service (DLAS) provides switched access, (1) on an originating basis only for Toll Free (8YY) Service Calls from, and (2) for other Calls, on a terminating basis only to, the Premises of an End User which is obtaining the AT&T Digital Link Service offering (DLS End User) under the Company's Local Exchange Service Tariff. DLAS is provided via common switching and switched transport facilities, and utilizes dedicated digital facilities associated with AT&T Digital Link Service to connect the DLS End Office to the DLS End User's Premises.

DLAS availability is as set forth in Section 16. DLAS is provided on a terminating basis solely to the Premises of DLS End Users who purchase inward calling capabilities as part of an AT&T Digital Link Service offering pursuant to the Company's Local Exchange Service Tariff. DLAS is provided on an originating basis for Toll Free (8YY) Service Calls solely where AT&T has made arrangements for such Calls to receive appropriate data base query functionality and routing. The application of rates for DLAS is as set forth in 15.3.1. following.

### 15.1.1. Service Description

At the option of the Customer, DLAS may be provisioned one of two ways: (1) via Company-provided trunks between a DLS End Office and the Access Tandem(s) serving such DLS End Office; or (2) on an ICB basis via direct trunks from the Customer Premises to the DLS End Office, as set forth in 15.2.1.A. following. The provisioning method specified in (1) employs the use of a Meet Point Billing arrangement, as described in Section 2.4.8., under which the Customer must obtain Access Tandem and transport facilities from another service provider to connect the Customer's Serving Wire Center to the Company-provided trunks at the Access Tandem. The DLS End Office and the Access Tandem(s) from which each is served are identified in Section 16.3.3.

DLAS may only be used to access valid NXXs, as set forth in Section 16, and/or telephone numbers served by the DLS End Office.

Each DLAS transmission path is provided with standard transmission specifications. The standard specifications applicable to DLAS are as set forth in Technical Reference GR-334-CORE.

# 15. AT&T DIGITAL LINK ACCESS SERVICE

## 15.2. DLAS RATE CATEGORIES

The two rate categories which apply to DLAS are Switched Transport (described in 15.2.1. following) and the Switching Charge (described in 15.2.2. following).

### 15.2.1. Switched Transport

Switched Transport is composed of two further rate categories, Direct Connect Transport and Tandem-Switched Transport.

A. Direct Connect Transport

Direct Connect Transport is a rate category which provides for the direct connection of a Customer Premises to a DLS End Office. The technical arrangements (including signaling) and rates associated with DLAS Direct Connect Transport will be negotiated on an ICB basis and listed in 15.4 following.

DLAS Direct Connect Transport is furnished in quantities of 24 trunks and must be ordered by the Customer as set forth in Section 5.2.1.

B. Tandem-Switched Transport

Tandem-Switched Transport is a rate category based on a Meet Point Billing arrangement under which transmission facilities are switched through an Access Tandem between the Customer's Serving Wire Center and a DLS End Office. DLAS Tandem-Switched Transport is also available between an Access Tandem and the applicable DLS End Office when the Customer elects to use direct transport between its Serving Wire Center and such Access Tandem, in which case the mileage for the Tandem-Switched Transport Facility rate element is measured differently as set forth in Section 15.3.6. for purposes of determining the Meet Point Billing charges.

Tandem-Switched Transport is a rate category based on a Meet Point Billing arrangement under which transmission facilities are switched through an Access Tandem between the Customer's Serving Wire Center and a DLS End Office. DLAS Tandem-Switched Transport is also available between an Access Tandem and the applicable DLS End Office when the Customer elects to use direct transport between its Serving Wire Center and such Access Tandem, in which case the mileage for the Tandem-Switched Transport Facility rate element is measured differently as set forth in Section 15.3.6. for purposes of determining the Meet Point Billing charges.

## 15. AT&T DIGITAL LINK ACCESS SERVICE

### 15.2. DLAS RATE CATEGORIES (Cont'd)

B. Tandem-Switched Transport (Cont'd)

Tandem-Switched Transport is composed of the following usage sensitive rate elements:

-The Tandem-Switched Transport Termination rate element, which includes the non-distance sensitive portion of the Tandem-Switched Transport, and

-The Tandem-Switched Transport Facility rate element, which includes the distance sensitive portion of the Tandem-Switched Transport.

Any Access Tandem switching charges will also apply as set forth in the tariff of the company providing the Access Tandem.

DLAS Tandem-Switched Transport includes the necessary signaling between the Access Tandem and the served DLS End Office. Accordingly, no signaling arrangements are required with the Company for Customers who utilize DLAS Tandem-Switched Transport.

The rates and charges applicable to Tandem-Switched Transport are listed in Section 17.15. Application of those rates and charges is as set forth in 15.3.1.B. following and in Section 2.4.8.

### 15.2.2. Switching Charge

A. Originating Switching Charge

The Originating Switching Charge rate category provides the switching and DLS End User origination functions necessary to originate DLAS Calls from a DLS End User to a Customer.

The rates for the Originating Switching Charge are set forth in the Rate Section. The application of these rates is as set forth in 15.3.1.C. following.

B. Terminating Switching Charge

The Terminating Switching Charge rate category provides the switching and DLS End User termination functions necessary to complete the transmission of DLAS Calls to the Premises of the DLS End User and to originate Toll Free (8YY) Calls from a DLS End User to a Customer.

The rates for the Terminating Switching Charge are set forth in Rate Section. The application of these rates is as set forth in 15.3.1.C. following.

### 15.2.3. Reserved For Future Use

## 15. AT&T DIGITAL LINK ACCESS SERVICE

### 15.3. DLAS RATE REGULATIONS

This section contains the specific regulations governing the rates and charges that apply to DLAS.

#### 15.3.1. Application of Rates and Charges

A. Direct Connect Transport

The application of rates and charges for DLAS Direct Connect Transport is set forth in 15.4. following.

B. Tandem-Switched Transport

Tandem-Switched Transport rates are usage sensitive. The rate application for the Tandem-Switched Transport rate element is described below.

1. Tandem-Switched Transport Termination Rate

The Tandem-Switched Transport Termination rate is assessed to all Access Minutes that are transported over DLAS Tandem- Switched Transport. However, because the Company provides only the DLS End Office termination on the Tandem-Switched Transport facility, the rate set forth in Rate Section for Tandem-Switched Transport Termination is divided in half prior to its application.

2. Tandem-Switched Facility Rate

The Tandem Switched Transport Facility rate is assessed on a per minute per mile basis to all Access Minutes that are transported over DLAS Tandem-Switched Transport. Tandem-Switched Facility mileages and charges are determined as set forth in 15.3.5. following.

## 15. AT&T DIGITAL LINK ACCESS SERVICE

### 15.3. DLAS RATE REGULATIONS (Cont'd)

#### 15.3.1. Application of Rates and Charges (Cont'd)

C. Switching Charge

The Switching Charge applies to all Access Minutes switched at a DLS End Office.

#### 15.3.2. Minimum Periods

The minimum periods for DLAS are as set forth in Section 2.4.3. except for any exceptions noted for Direct Connect Transport in 15.4. following.

#### 15.3.3. Service Rearrangements

Service rearrangements are as described in Section 2.4.1.C.2. All DLAS rearrangements, except the "records only" changes set forth in Section 5.4.1.A., and the administrative changes set forth in Section 5.4.2., will be treated as disconnects and starts.

## 15. AT&T DIGITAL LINK ACCESS SERVICE

### 15.3. DLAS RATE REGULATIONS (Cont'd)

#### 15.3.4. Measuring Access Minutes

DLAS Calls will be measured to determine the basis for computing chargeable Access Minutes. In the event the Customer call detail is not available because of lost or damaged tapes or recording system outages, the Company will estimate the volume of lost Customer Access Minutes based on previously known values.

The measured minutes for DLAS Calls are the chargeable Access Minutes.

DLAS minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each DLS End Office, and are then rounded up to the nearest Access Minute for each such End Office.

A. DLAS Usage Measurement

The measurement of Access Minutes for DLAS begins when the recording switch receives answer supervision from the DLS End User, indicating the DLS End User has answered. The measurement of Access Minutes ends when the recording switch receives disconnect supervision from either the DLS End User, indicating the DLS End User has disconnected, or the Customer's Point of Termination, whichever is recognized first by the recording switch.

## 15. AT&T DIGITAL LINK ACCESS SERVICE

### 15.3. DLAS RATE REGULATIONS (Cont'd)

#### 15.3.5. Mileage Measurement

The mileage to be used to determine Tandem-Switched Transport Facility mileage charges is calculated as set forth in A. and B. following.

A. When Tandem-Switched Transport is utilized by the Customer between the Customer's Serving Wire Center and the DLS End Office, the Tandem-Switched Transport Facility mileage is measured between the Customer's Serving Wire Center and the DLS End Office.

B. When direct transport is utilized by the Customer between the Customer's Serving Wire Center and the Access Tandem serving the DLS End Office, the Tandem-Switched Transport Facility mileage is measured between such Access Tandem and DLS End Office.

To determine the charge to be billed, first compute the mileage using the V&H coordinate method as set forth in Section 16.2. If the calculation results in a fraction of a mile, always round up to the next whole mile. Multiply the rounded mileage by (1) the Tandem-Switched Transport Facility rate, (2) the Access Minutes to be billed and (3) the applicable Meet Point Billing Percentage determined as set forth in Section 16.4.

## 15. AT&T DIGITAL LINK ACCESS SERVICE

### 15.4. DLAS Direct Connect Transport - ICB Arrangements

(Reserved For Future Use)

# 16. SERVICE AVAILABILITY AND RATING INFORMATION

## 16.1. GENERAL

This section contains service availability and rating information applicable to the Access Services and Network Interconnection Services offered under this tariff and is arranged as follows:

Section 16.2.V&H Coordinate Method of Determining Airline Mileage

Section 16.3.Service Availability and Wire Center Information

Section 16.4.Meet Point Billing Information

## 16. SERVICE AVAILABILITY AND RATING INFORMATION

### 16.2. V&H COORDINATE METHOD OF DETERMINING AIRLINE MILEAGE

For Access Services and Network Interconnection Services provided under this tariff, the airline mileage between any two wire centers is determined as follows:

1. Obtain the "V" and "H" coordinates for each wire center from the NECA AT&T Business Services Guide.

2. Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.

3. Square each difference obtained in step (2) above.

4. Add the square of the "V" difference and the square of the "H" difference obtained in step (3).

5. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

6. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

7. Formula = $$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

# 16. SERVICE AVAILABILITY AND RATING INFORMATION

## 16.3. SERVICE AVAILABILITY AND WIRE CENTER INFORMATION

### 16.3.1. (Reserved For Future Use)

### 16.3.2. Access Services Availability - Level B

Presubscription and Billing Name and Address Service (Section 13.4.2.) shall be offered at the locations listed below:

Areas within South Carolina served by BellSouth.

### 16.3.3. AT&T Digital Link Access Service

The availability (NXXs) and wire center information for AT&T Digital Link Access Service (DLAS) is as set forth in the National Exchange Carrier Association (NECA) AT&T Business Services Guide.

### 16.3.4. Network Interconnection Services

The availability and wire center information for Network Interconnection Services is the same as is set forth for AT&T Digital Link Access Service in 16.3.3. preceding.

### 16.3.5. Network Element-Provided Access Service

The availability for Network Element-Provided Access Service (NEPAS) is as follows:

Not available in South Carolina.

## 16.4. Meet Point Billing Information

The applicable billing percentage factors for Access Services that are provided by more than one telephone company are as set forth in the National Exchange Carrier Association (NECA) AT&T Business Services Guide.

1. GENERAL

This section contains the rates applicable to the Access Services and Network Interconnection Services offered in this tariff. The regulations applicable to these services are found in other sections of this tariff as follows:

| Rate Section | Service | Regulations Located In |
|---|---|---|
| 3 | Reserved For Future Use | |
| 4 | Reserved For Future Use | |
| 5 | Access/Interconnection Ordering | Section 5 |
| 6 | Reserved For Future Use | |
| 7 | Reserved For Future Use | |
| 8 | Reserved For Future Use | |
| 9 | Reserved For Future Use | |
| 10 | Network Interconnection Services | Section 10 |
| 11 | Reserved For Future Use | |
| 12 | Reserved For Future Use | |
| 13 | Additional Engineering, Labor and Miscellaneous Services | Section 13 |
| 14 | Reserved For Future Use | |
| 15 | AT&T Access Service | Section 15 |

For a more detailed listing of the contents of any of the sections listed above refer to the Table of Contents located in the front of each section.

17.2 Payment of Rates and Charges; Reciprocal Pricing

The regulations regarding the payment of rates and charges are set forth in Section E2.4 (Payment Arrangements and Credit Allowances).

2. Payment of Rates and Charges; Reciprocal Pricing (Cont'd)

Notwithstanding any other provision of this tariff, with respect to any Customer that, on its own or through an Affiliate, provides services comparable to the services provided under this tariff to the Company within South Carolina, during any billing period, in the event that any of the applicable rates and charges set forth in this Section 17 are lower than comparable rates and charges in effect as of the last day prior to such billing period ("Customer Prices") offered or charged by the Customer or such Affiliate to the Company anywhere within South Carolina for services comparable to the services provided under this tariff, then, for such Customer, such rates and charges in this Section 17 may be increased by the Company to an amount equal to such Customer Prices.

3. Reserved For Future Use

4. Reserved For Future Use

## 5. ACCESS/INTERCONNECTION ORDERING

### 5.1. Service Order Charge

| | USOC | Rate |
|---|---|---|
| per Order for Access Service | NRWAO | $36.00 |
| per Order for NIS | NRWN1 | $36.00 |

### 5.2 Administrative Change Charge

| | USOC | Rate |
|---|---|---|
| per Change | NRWCV | $26.21 |

### 5.3. Service Date Change Charge

| | USOC | Rate |
|---|---|---|
| per Order | NRWSV | $26.21 |

### 5.4. Design Change Charge

| | USOC | Rate |
|---|---|---|
| per Order | NRODC | $26.21 |

If a change of service date is required, the Service Date Change Charge set forth in 5.3. preceding will also apply.

6. Reserved For Future Use

7. Reserved For Future Use

8. Reserved For Future Use

9. Reserved For Future Use

## 10. NETWORK INTERCONNECTION SERVICES

### 10.1. Physical Network Interconnection Arrangements

A. DS1 MONTHLY RATES

| | USOC | Rate |
|---|---|---|
| DS1 Facility-Zero Mileage | | |
| - per DS1 | SWCDZ | $223.81 |
| DS1 Facility-Other than Zero Mileage | | |
| - per DS1 | SWCDF | $223.81 |
| - per mile | SWCMF | $ 23.00 |
| DS1 Port Termination | | |
| - per port (first 28) | SWCZ1 | $ 36.00 |
| - per port (29-56) | SWCZ2 | $ 33.00 |
| - per port (57-84) | SWCZ3 | $ 26.00 |
| - per port (85-112) | SWCZ4 | $ 21.00 |
| - per port (113-140) | SWCZ5 | $ 17.00 |
| - per port (141-168) | SWCZ6 | $ 13.00 |
| - per port (169 and above) | SWCZ7 | $ 12.00 |
| DS3 to DS1 Multiplexing | | |
| - per multiplexer | VUMDS | $970.00 |

B. DS1 NONRECURRING RATES

| | USOC | Rate |
|---|---|---|
| DS1 Facility-Zero Mileage | | |
| - per facility | NRWD2 | $695.00 |
| DS1 Facility-Other than Zero Mileage | | |
| - per facility | NRWD3 | $695.00 |
| DS1 Port Terminations | | |
| - per port (first 168) | NRWZ1 | $267.00 |
| - per port (169-300) | NRWZ2 | $175.00 |
| - per port (301-500) | NRWZ3 | $125.00 |
| - per port (501-750) | NRWZ4 | $ 75.00 |
| - per port (751-1000) | NRWZ5 | $ 50.00 |
| - per port (1001 and above) | NRWZ6 | $ 25.00 |

10. NETWORK INTERCONNECTION SERVICES (Cont'd)

10.1. Physical Network Interconnection Arrangements (Cont'd)

B. DS1 NONRECURRING RATES (Cont'd)

| | | |
|---|---|---|
| Installation Charges<br>- per 24 trunks | NRWTK | $3100. |
| Engineering Charge<br>- per DS1 Trunk Group | NRWE3 | $85.00 |
| DS3 to DS1 Multiplexing<br>- per multiplexer | NRWD1 | $584.80 |

C. 64 CLEAR CHANNEL CAPABILITY

| | USOC | Monthly Rate | USOC | Nonrecurring Rate |
|---|---|---|---|---|
| Per DS1 arranged, per mile | S4CMF | $00.00 | NRWD4 | $420.00 |

D. SS7 CHARGES

| | USOC | Monthly Rate | USOC | Nonrecurring Rate |
|---|---|---|---|---|
| STP Link Termination<br>- per Termination | SWCLT | $155.00 | NRWL3 | $510.00 |
| STP Link Transport<br>- fixed | SWCLM | $0.00 | | None |
| - per Mile | 8SCMF | $0.00 | | None |
| STP Port<br>- per port | SWCPP | $355.00 | | None |

10. NETWORK INTERCONNECTION SERVICES (Cont'd)

10.2. Reserved For Future Use

10.3. Reserved For Future Use

11. Reserved For Future Use

12. Reserved For Future Use

## 13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES

### 13.1. Additional Engineering Rates

In connection with the application of rates for Additional Engineering, normally scheduled working hours are an employee's scheduled work period on any given calendar day (e.g., 8:00 a.m. to 5:00 p.m.).

| Additional Engineering Period | USOC | First Half Hour or Fraction Thereof | USOC | Each Add'l Half Hour or Fraction Thereof |
|---|---|---|---|---|
| - Basic Time, normally schedule working hours, per engineer | NRWEN | $66.00 | NRWE1 | $39.79 |
| - Overtime, outside of normally scheduled working hours, per engineer | NRWEO | $73.41 | NRWE2 | $47.20 |

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES (Cont'd)

13.2. Additional Labor Rates

In connection with the application of rates for Additional Labor, normally scheduled working hours are an employee's scheduled work period on any given calendar day (e.g., 8:00 AM to 5:00 PM).

A. Overtime Installation or Repair

| Additional Labor Period | USOC | First Half Hour or Fraction Thereof | USOC | Each Add'l Half Hour or Fraction Thereof |
|---|---|---|---|---|
| - Overtime*, outside of normally scheduled working hours on a scheduled work day, per technician | NRWLO | $29.31 | NRWL1 | $3.10 |
| - Premium time*, outside of scheduled work day per technician | NRWLP | $32.42 | NRWL2 | $6.21 |

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES (Cont'd)

13.2. Additional Labor Rates (Cont'd)

B. Standby

| Additional Labor Period | USOC | First Half Hour or Fraction Thereof | USOC | Each Add'l Half Hour or Fraction Thereof |
|---|---|---|---|---|
| - Basic Time normally scheduled working hours, per technician | - | NONE | NRWT4 | $17.91 |
| - Overtime*, outside of normally scheduled working hours on a scheduled work day per technician | - | NONE | NRWT5 | $21.01 |
| - Premium time*, outside of scheduled work day per technician | - | NONE | NRWT6 | $24.12 |

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

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES (Cont'd)

13.2. Additional Labor Rates (Cont'd)

C. Testing and Maintenance with Other Companies and Other Labor

| Additional Labor Period | USOC | First Half Hour or Fraction Thereof | USOC | Each Add'l Half Hour or Fraction Thereof |
|---|---|---|---|---|
| - Basic Time normally scheduled working hours, per technician | NRWM1 | $44.12 | NRWM4 | $17.91 |
| - Overtime*, outside of normally scheduled working hours on a scheduled work day per technician | NRWM2 | $47.22 | NRWM5 | $21.01 |
| - Premium time, outside of scheduled work day per technician | NRWM3 | $50.33 | NRWM6 | $24.12 |

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

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES (Cont'd)

13.3. Miscellaneous Services Rates

A. Reserved For Future Use

B. Billing Name and Address Service

| | USOC | Rate |
|---|---|---|
| Service Establishment Charge | | |
| - Per account established | NRWBS | $500.00 |
| BNA Request Charges | | |
| - Manual, per BNA record requested | SWCBM | $ 1.05 |
| - Mechanized, per BNA record requested | SWCBE | $ .18 |
| - Non-Standard, per BNA record requested (applies in addition to the Manual or Mechanized charge) | SWCBN | $ .65 |
| Additional Programming Charge | | |
| - Per each half hour or fraction thereof | NRWPG | $ 40.00 |
| Company-Provided Magnetic Tape Charge | | |
| - Per Magnetic Tape | MMXCT | $ 25.00 |

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES (Cont'd)

13.3. Miscellaneous Services Rates (Cont'd)

C. (Reserved For Future Use)

D. (Reserved For Future Use)

E. (Reserved For Future Use)

F. (Reserved For Future Use)

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES (Cont'd)

13.3. Miscellaneous Services Rates (Cont'd)

G. Provision of Access/Interconnection Service Billing Information Rates

| | USOC | Rate |
|---|---|---|
| - Additional hard copies of the Customer's monthly bill or service and features record on paper, | | |
| - per page | UUUPB | $.24 |
| - Additional copies of Bill Data Record information in magnetic tape format, | | |
| - per record* | MMXR3 | $.0029 |
| - Additional Electronic Data Transmission to a Customer Premises of Bill Data Record information, | | |
| - per record* transmitted | UUUED | $.0005 |

* A record is comprised of 225 bytes.

H. Toll Free (8YY) Data Base Service

| | Per Query Charge |
|---|---|
| - Carrier Identification Charge<br>- per query | $.004 |
| - 8YY to POTS Number Translation<br>- per query | $.004000 |
| - Call Handling and Destination Feature<br>- per query | $.004500 |

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES (Cont'd)

13.3. Miscellaneous Services Rates (Cont'd)

I. (Reserved For Future Use)

14. Reserved For Future Use

## 15. AT&T ACCESS SERVICE RATES

### 15.1. Tandem-Switched Transport

A. Tandem-Switched Transport Termination

| | Rate | |
|---|---|---|
| Originating - Per Access Minute | $.000310 | (T) |
| Terminating – Per Access Minute | $.000239 | (N) |

B. Tandem-Switched Transport Facility

| | Rate | |
|---|---|---|
| Originating Per Access Minute per mile | $.000030 | (T) |
| Terminating Per Access Minute per mile | $.000025 | (N) (N) |

### 15.2. Switching Charge

A. Originating Switching Charge

| | Rate |
|---|---|
| Per Access Minute | $.028373 |

B. Terminating Switching Charge

| | Rate | |
|---|---|---|
| Per Access Minute | $.023861 | (R) |