

# LARGE FILING SEPERATOR SHEET

CASE NUMBER: 08-382-TP-ATA

FILE DATE: 3/31/08

SECTION: 1 OF 6

NUMBER OF PAGES: 200

DESCRIPTION OF DOCUMENT:

APPLICATION

NO



at&t

FILE

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AT&T Long Distance  
Regulatory Department  
5130 Hacienda Dr., 3rd FL South  
Dublin, CA 94568

08-382-TP-ATA

PUCO

March 28, 2008

Ms. Renee Jenkins  
Director of Administration  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, Ohio 43215-3793

Re: Advice Letter 206 – Case No. TRF 90-6380 - Detariffing  
Submission of PUCO No. 9, replacing PUCO No. 7, Competitive Interexchange  
Telecommunications Services, and PUCO No. 8, Intrastate Data Services  
SBC Long Distance, LLC, d/b/a SBC Long Distance, d/b/a AT&T Long Distance

Dear Ms. Jenkins:

Enclosed is an original and ten (10) copies of proposed PUCO No. 9 of SBC Long Distance, LLC, d/b/a SBC Long Distance, d/b/a AT&T Long Distance. The following documents are enclosed: (1) Telecommunications Application Form; (2) Exhibit A, Superseded Tariffs PUCO No. 7 and PUCO No. 8; (3) Exhibit B, Proposed Revised Tariff, PUCO No. 9; (4) Exhibit C, Matrix of Changes; (5) Exhibit D, Citations to Web pages, (6) Exhibit E, Customer Notices, and (7) Affidavit of Customer Notice. The new tariff has an issue date of March 31, 2008 and an effective date of April 1, 2008.

So that our records will be complete, please date-stamp the extra copy of this transmittal letter and return it in the envelope provided. If there are any questions regarding this filing, please contact Joann Rice, SBC Long Distance, 5130 Hacienda Dr., 3<sup>rd</sup> Floor, South, Dublin CA 94568. I can be reached via telephone at (925) 803-6214 or via email at jr2136@att.com.

Thank you for your assistance in this matter.

Yours truly,

Joann Rice  
Area Manager, Regulatory  
Enclosures

This is to certify that the images appearing are an accurate and complete reproduction of a document delivered in the regular course of  
Technician SM Date Processed 4/1/08



Official sponsor of the U.S. Olympic Team

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM for**  
**DETARIFFING AND RELATED ACTIONS**

Per the Commission's 09/19/07 "Implementation Order" in Case No. 06-1345-TP-ORD  
(Effective: 10/01/2007 through 04/01/2008)

In the Matter of the Application of SBC Long Distance, LLC )  
d/b/a AT&T Long Distance, d/b/a SBC Long Distance )  
to Detariff Certain Tier 2 Services and make other changes )  
related to the Implementation of Case No. 06-1345-TP-ORD )

TRF Docket No. 90-6380

Case No. 06-380-TP-ATA

NOTE: Unless you have reserved a Case No. leave the "Case No." fields BLANK.

Name of Registrant(s) SBC Long Distance, LLC

DBA(s) of Registrant(s) d/b/a AT&T Long Distance; d/b/a SBC Long Distance

Address of Registrant(s) 5130 Hacienda Dr., 3<sup>rd</sup> Floor, South

Company Web Address www.att.com

Regulatory Contact Person(s) Joann Rice, Area Manager, Regulatory

Phone 925-803-6214

Fax 707-435-6882

Regulatory Contact Person's Email Address jr2136@att.com

Contact Person for Annual Report Amy Berlin

Phone 925-803-6204

Address (if different from above) \_\_\_\_\_

Consumer Contact Information: Ann Kwong

Phone 888-516-2272

Address (if different from above) 2326 Camino Ramon, 1S300S, San Ramon, CA 94583

**Part I – Tariffs**

Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.

Carrier Type	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input checked="" type="checkbox"/> CTS
Business Tier 2 Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Residential & Business Toll Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Changes required by Rule (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Part II – Exhibits**

Note that the following exhibits are required for all filings using this form.

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	Exhibit C	Matrix or narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
<input checked="" type="checkbox"/>	Exhibit D	Explanation of how the Applicant intends to comply with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms, and conditions for detariffed services, including: <ul style="list-style-type: none"> <li>• citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or</li> <li>• copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).</li> </ul>
<input checked="" type="checkbox"/>	Exhibit E	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-16(B), including where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).
<input checked="" type="checkbox"/>	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

**Part III. - Attestation**

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

**AFFIDAVIT**

***Compliance with Commission Rules and Service Standards***

I am an officer/agent of the applicant corporation, SBC Long Distance, LLC, and am authorized to make this statement on its behalf.  
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) 03-28-08

at (Location) Dublin, CA

\*(Signature and Title) Joann Rice  
Area Manager, Regulatory

(Date) 3-28-08

- This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

**VERIFICATION**

I, Joann Rice

verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

\*(Signature and Title) Joann Rice Area Manager, Regulatory

(Date) 3-28-08

\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

***Send your completed Application Form, including all required attachments as well as the required number of copies, to:***

**Public Utilities Commission of Ohio  
Attention: Docketing Division  
180 East Broad Street, Columbus, OH 43215-3793**

***Or***

***Make such filing electronically as directed in Case No 06-900-AU-WVR***

# **EXHIBIT B**

## **Proposed Revised Tariff Pages**

PUCO No. 9

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SBC LONG DISTANCE, LLC

d/b/a SBC LONG DISTANCE  
d/b/a AT&T LONG DISTANCE

REGULATIONS AND SCHEDULE OF CHARGES FOR  
COMPETITIVE INTEREXCHANGE  
TELECOMMUNICATIONS SERVICES  
WITHIN THE STATE OF OHIO

PUCO No. 9 replaces in its entirety  
PUCO No. 7 and PUCO No. 8 currently on file with the Commission.

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CHECK PAGE

All of the pages of this Tariff are effective as of the date shown at the bottom of the page. 1st Revised and revised pages as named below comprise all changes from the original Tariff.

PAGE	REVISION
1	Original Page*
2	Original Page*
3	Original Page*
4	Original Page*
5	Original Page*
6	Original Page*
7	Original Page*
8	Original Page*
9	Original Page*
10	Original Page*
11	Original Page*

\* New or revised current Tariff filing.

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CONCURRING, CONNECTING OR  
OTHER PARTICIPATING CARRIERS

None

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C - To signify changed regulation.
- D - To signify discontinued rate or regulation.
- I - To signify increase.
- M - To signify matter relocated without change.
- N - To signify new rate or regulation.
- R - To signify reduction.
- S - To signify reissued matter.
- T - To signify change in text, but no change in rate or regulation.

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are added to the Tariff from time to time. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 1<sup>st</sup> Revised page 14 cancels the Original page 14.
- C. Paragraph Numbering Sequence - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.1
  - 2.1.1
  - 2.1.1 (A)
  - 2.1.1 (A).1
  - 2.1.1 (A).1.a
  - 2.1.1 (A).1.a.i
  - 2.1.1 (A).1.a.i (1)
- D. Check Pages - When a Tariff filing is made with the Commission, an updated check page accompanies the Tariff filing. The check page lists the pages contained in the Tariff with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

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## SECTION 1 TARIFF SERVICES

### 1.1 Tariff Services

This Tariff contains rates and services currently available to customers under tariff in the state of Ohio from SBC Long Distance, LLC, with principal offices located at 5130 Hacienda, 3<sup>rd</sup> Floor, South, Dublin, California 94568.

### 1.2 Customer Service Department

Customer correspondence must be addressed to the attention of the Customer Service Department and sent to the appropriate office. The Customer may also contact the Company's Customer Service Department by calling a toll free number. The Company's Customer Service address and toll free number are printed on the Customer's bill. For Customers subscribing to calling card Service, the Customer Service number is displayed on the card and provided in the information sent to the Customer with the calling card. For Customers using Credit Card billing or automatic withdrawal from the checking or savings account, the Company's Customer Service address and toll free number are provided with the Customer's bill detail.

Rules and regulations and descriptions of products and services not covered by this tariff, available to Ohio customers, may be found in the SBC Long Distance, LLC, Voice Product and Reference Guidebook located at <http://www.att.com/gen/public-affairs?pid=320> and in the SBC Long Distance, LLC Data Product and Reference Guidebook located at <http://www.att.com/gen/public-affairs?pid=319>. For questions or information, you may contact your representative at the toll free number on your telephone bill, as indicated above, or write to the Company at:

SBC Long Distance, LLC  
5130 Hacienda Dr., 3<sup>rd</sup> Floor, South  
Dublin, CA 94568  
Attn: Regulatory Department

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## SECTION 2 - DEFINITIONS AND ABBREVIATIONS

**AOS:** Alternative Operator Services. Those services provided by the provider in which the Customer and End User are totally separate entities. The Company contracts with the Customer to provide the AOS; however, the provider does not directly contract with the End User who actually pays for the processing of the operator-assisted calls. AOS includes Inmate Service.

**Commission:** The Public Utilities Commission of Ohio or any succeeding agency.

**Company:** SBC Long Distance, LLC d/b/a SBC Long Distance, AT&T Long Distance

**Credit Card:** Visa<sup>®</sup>, MasterCard<sup>®</sup>, or other Credit Cards issued by other companies the Company may accept.

**Customer:** A person or legal entity which subscribes to the Company's Services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff.

**MTS:** Message Telecommunications Service.

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## SECTION 3 - RULES

### 3.1 Billing Arrangements/Late Payment

Bills are sent to the Customer's current billing address no later than thirty (30) days following the close of billing. For usage sensitive Switched Services, call detail is available with the bill. Payment in full is due by the due date disclosed on the bill which is at least fourteen days after the post mark on the bill. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check which should be made payable as named on the bill and sent to the address as listed on the bill. If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge on the delinquent amount. A late charge applies to any past due balance. The Company may charge a late charge of \$5.00 or 1.5% per month, whichever is greater. A one-time charge shall apply on the undisputed amount or on the disputed amount if a dispute is resolved in favor of the Company. When another telecommunications carrier provides the billing function on behalf of the Company, the other carrier's late payment charge applies. Late payment charges will be applied without discrimination.

Customers that are direct-billed must provide the Company updated information within fifteen (15) days of a change in billing address and/or contact information. If the Customer fails to timely provide such updated information, the Company reserves the right to terminate Service on seven (7) days' written notice to last known address/contact, and the Customer shall be responsible for any and all early termination fees. Early termination fees do not apply to Customers subscribing to Service on a month-to-month basis.

### 3.2 Return Check Charge

When another telecommunications carrier provides the billing function on behalf of the Company, the other carrier's bad check charge applies. Otherwise, the Company will assess the Customer a return check charge for any check that is returned for any reason by the financial institution on which it is drawn. The Company will waive this charge under appropriate circumstances. The maximum rate for the return check charge is \$45. The current charge may be found in Section 4.3 below.

## SECTION 3 - RULES

### 3.3 Customer Deposits

Applicants for service may be required to make a deposit to be held by Company as a guarantee of payment for Service provided by the Company. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held by the Company if the conditions of Service or the basis on which credit was originally established have materially changed. The Company will collect and administer toll deposits pursuant to 4901:1-5-05; 4901:1-17-05; 4901:1-17-06; and 4901:1-17-07 of the Ohio Administrative Code as applicable to toll service providers.

## SECTION 4 – RATES AND CHARGES

### 4.1 Outbound Services-Switched Access

#### 4.1.1 MTS Rates for Persons with Communication Disabilities and for Calls Placed Through Telecommunication Relay Service

Initial Per Minute Rate		Each Additional Minute	
Peak	Off-Peak	Peak	Off-Peak
\$0.1620	\$0.0510	\$0.1620	\$0.0510

### 4.2 Inmate Service

These rates apply to the provision of AOS from secured inmate facilities. The usage rate is \$0.35 per minute. The per call service charge is \$2.50.

### 4.3 Return Check Charge

The return check charge is \$25.00.

### 4.4 PIC Change Rebate

If local telephone company is requested to change the subscriber's PIC from one long distance service provider to another long distance service provider, the local telephone company may charge the Customer for the PIC change. If a Customer incurs such a charge from its local telephone company for changing the PIC to the Company, the Company will rebate that charge to the Customer. The rebate will be in the form of a credit on the Customer's bill. The credit will appear within two (2) billing cycles after the Customer provides the Company proof that the local telephone company billed the Customer for the PIC change.



# **EXHIBIT C**

## **Matrix of Changes**

SBC Long Distance, LLC, d.b.a AT&T Long Distance, d.b.a. SBC Long Distance  
Detariffing April 1, 2008

Origination of Information in New Tariff

Title	Location in Old Pages Voice Tariff No. 7	Location in Old Pages Data Tariff No. 8	Location in New Tariff No. 9
Customer Care	§2.11		§1.2
Billing Arrangements/Late Payment	§2.9.2(B)	§2.9.2	§3.1
Return Check Charge	§2.30; §4.10	§2.28; §7.1	§3.2; §4.3
Customer Deposits	§2.20.1	§2.8.1	§3.3
Inmate	§4.3	N/A	§4.1
TRS	§4.4.1	N/A	§4.2
PIC Rebate	§4.14	N/A	§4.4

## EXHIBIT D

### Citations to Web pages

April 1, 2008

In re: Ohio Rule 4091:1-6-05(G)(3)

SBC Long Distance LLC, dba AT&T Long Distance, dba SBC Long Distance ("SBC LD")

To comply with Ohio Rule 4091:1-6-05(G)(3) regarding disclosure of rates, terms and conditions for detariffed services, SBC LD will maintain rates, terms and conditions for detariffed services on the following web sites:

For Voice Customers: <http://www.att.com/gen/public-affairs?pid=320>

For Data Customers: <http://www.att.com/gen/public-affairs?pid=319>

In addition, intrastate rates and pricing will be maintained at the following web site:  
[http://www.att.com/search/tariffs.jsp?category=SBC\\_LONG\\_DISTANCE/OHIO/OH--INTEREXCHANGE SERVICES](http://www.att.com/search/tariffs.jsp?category=SBC_LONG_DISTANCE/OHIO/OH--INTEREXCHANGE_SERVICES)

# EXHIBIT E

## Customer Notices

February 20, 2008

Dear Valued AT&T Customer,

Beginning on April 1, 2008, the prices, service descriptions, and the terms and conditions for intrastate long-distance services that you are provided by SBC Long Distance, LLC, doing business as AT&T Long Distance (AT&T LD) will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. AT&T LD must still provide a customer notice at least 15 days in advance of rate increases, changes in terms and conditions, and discontinuance of existing services. Additionally, you will be able to view any of the company's new service offerings in the Voice Product Reference and Pricing Guidebook located on the web at <http://www.att.com/gen/public-affairs?pid=320> or you can request a copy of this information by calling the toll free number on your billing statement or writing to the address on your monthly bill.

Since long-distance services will no longer be on file with the PUCO, this means that the agreement reached between the customer and the company, instead of the document on file at the PUCO, will now control new services or changes in service. This agreement, whether it is verbal or written, will still be subject to consumer protections required and enforced by the PUCO.

For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call your AT&T Sales Representative or AT&T toll-free at the number on your billing statement or visit us at att.com. You may also visit the consumer information page on the PUCO's website at [puco.ohio.gov](http://puco.ohio.gov) for further information.

Thank you for choosing AT&T.

©2008 AT&T Intellectual Property. All rights reserved. AT&T, the AT&T logo and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies.

BSOH02/08

Date:

Salutation:

Beginning on April 1, 2008, the prices, service descriptions, and the terms and conditions for telecommunication services provided by AT&T Long Distance will no longer be on file at the Public Utilities Commission of Ohio (PUCO). These services include all in-state long-distance services and usage.

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. AT&T Long Distance must still provide a customer with notice at least 15 days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view any of the company's new service offerings in a service guide available online at <http://www.att.com/gen/public-affairs?pid=320> or you can request a copy of this information by calling the toll free number on your billing statement.

As these services will no longer be on file with the PUCO, the agreement reached between the customer and the company, instead of the document on file at the PUCO, will now control new services or changes in service. This agreement, whether it is verbal or written, will still be subject to consumer protections required and enforced by the PUCO.

For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions. If you have any questions about this matter, please call the toll free number on your billing statement or visit us at <http://www.att.com/gen/public-affairs?pid=320>.

Thank you for choosing AT&T Long Distance

Date:

Dear AT&T Long Distance Customer:

As of April 1, 2008, AT&T Long Distance, will provide Ohio long distance telecommunications services via contract rather than through a tariff filed with the Public Utilities Commission of Ohio (PUCO). This applies to all business voice long distance services and usage.

This modification, or detariffing, of those services provided by AT&T Long Distance, does not automatically result in a change to the prices, terms, or conditions of those services to which you currently subscribe. The terms, conditions, and charges that apply to all detariffed AT&T Long Distance services for customers that do not have a written, customer-specific contract with AT&T Long Distance are now governed by the AT&T Business Service Agreement. A copy is attached. AT&T Long Distance Customers can find their terms and conditions in the Service Guide which can be viewed at the AT&T web site: <http://www.att.com/gen/public-affairs?pid=320> beginning April 1, 2008. If you do not have access to the Internet, please contact your AT&T Sales Representative or call the toll free number on your billing statement.

Important limitations of liability apply as set forth in the AT&T Business Service Agreement, including: AT&T Long Distance will not be liable for any indirect or consequential damages (such as your lost profits or other economic loss); and AT&T Long Distance's liability is limited to proven direct damages not to exceed, during any twelve (12) month period, an amount equal to the total net payments you made to AT&T Long Distance for your affected service during the one (1) month preceding the month in which the damage occurred. You accept the terms of the AT&T Business Service Agreement by continuing to use any AT&T Long Distance business services not covered under Ohio state tariffs. A copy is attached. If you want to discontinue your AT&T Long Distance service you may do so by notifying AT&T using the toll free number on your bill or contacting your AT&T Sales Representative.

Additional terms, conditions, charges and price change information for all detariffed business services can be viewed at <http://www.att.com/serviceguide/business>. Price changes will be posted at this AT&T web site before they apply to your bill and you will receive notice 15 days prior to changes through direct mail and or bill messaging. These detariffed services remain subject to consumer protections required and enforced by the PUCO.

Customers with AT&T Long Distance business telecommunications services currently under contract will continue to be governed by their contract terms and conditions for the term of the existing contract, and no action is required by such customers at this time. For such customers, the Business Service Agreement is provided for informational purposes only.

If you have any questions about this matter, please contact your AT&T Sales Representative, or call the toll free number that can be found on your billing statement.

Thank you for choosing AT&T Long Distance.



February XX, 2008

Dear Valued Ohio AT&T Long Distance Customer:

As of April 1, 2008, SBC Long Distance, LLC, doing business as AT&T Long Distance, will provide Ohio long distance telecommunications services via contract rather than through a tariff filed with the Public Utilities Commission of Ohio (PUCO).

This modification, or detariffing, of those services provided by AT&T Long Distance, does not automatically result in a change to the prices, terms, or conditions of those services to which you currently subscribe. The terms, conditions, and charges that apply to all detariffed AT&T services for customers that do not have a written, customer-specific contract with AT&T are now governed by the AT&T Business Service Agreement. A copy of the Business Service Agreement is attached. AT&T Long Distance Customers can also find their contract provisions in the Data Product Reference and Pricing Guidebook which can be viewed at the AT&T web site: <http://www.att.com/business/agreement>. If you do not have access to the Internet, please contact your AT&T Sales Representative or AT&T Customer Care for assistance.

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. AT&T Long Distance must still provide a customer with notice at least 15 days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view any of the company's new service offerings in the Data Product Reference and Pricing Guidebook available online at <http://www.att.com/gen/public-affairs?pid=320> or you can request a copy of this information by calling your Account Team or the toll free number on your billing statement.

Important limitations of liability apply as set forth in the AT&T Business Service Agreement, including: AT&T will not be liable for any indirect or consequential damages (such as your lost profits or other economic loss); and AT&T's liability is limited to proven direct damages not to exceed, during any twelve (12) month period, an amount equal to the total net payments you made to AT&T for your affected service during the one (1) month preceding the month in which the damage occurred. You accept the terms of the AT&T Business Service Agreement by continuing to use any AT&T business services not covered under Ohio state tariffs. If you want to discontinue your AT&T Service you may do so by notifying AT&T using the toll free number on your bill or contacting your Account Team.

Additional terms, conditions, charges and price change information for all detariffed business services can be viewed at <http://www.att.com/serviceguide/business>. Price changes will be posted at this AT&T web site before they apply to your bill and you will receive notice 15 days prior to changes through direct mail and or bill messaging. These detariffed services remain subject to consumer protections required and enforced by the PUCO.

Customers with AT&T Ohio business telecommunications services currently under contract will continue to be governed by their contract terms and conditions for the term of the existing contract, and no action is required by such customers at this time. The Business Service Agreement is for Informational purposes only.

If you have any questions about this matter, please contact your AT&T Account Manager, or call the toll free number that can be found on your billing statement.

Thank you for choosing AT&T.

Sincerely,

AT&T Long Distance

## **EXHIBIT F**

### **Affidavit of Customer Notice**

CUSTOMER NOTICE AFFIDAVIT

AFFIDAVIT

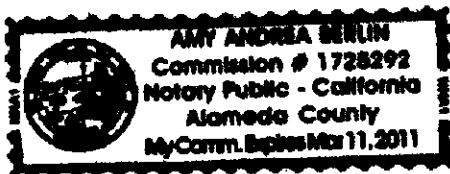
I Joann Rice, am an authorized agent of the applicant corporation, SBC Long Distance, LLC, and am authorized to make this statement on its behalf. I attest that customer notices regarding detariffing, accompanying this affidavit were sent to affected customers through letters mailed beginning February 15, 2008, in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 28, 2008 Dublin, California  
(Date) (Location)

/s/ Joann Rice 3-28-08  
(Signature and Title) Area Manager, Regulatory (Date)

STATE OF: California  
SS:  
COUNTY OF: Alameda

Subscribed and sworn to (or affirmed) before me on this date, March 27, 2008, by Joann Rice proved to me on the basis of satisfactory evidence to be the person who appeared before me.



Amy Andrea Berlin  
Notary Public  
My Commission Expires: 2/11/2011

# **EXHIBIT A**

## **Existing Affected Tariff Pages**

PUCO No. 7

---

SBC LONG DISTANCE, LLC

d/b/a SBC LONG DISTANCE  
d/b/a AT&T LONG DISTANCE

N

REGULATIONS AND SCHEDULE OF CHARGES FOR  
COMPETITIVE INTEREXCHANGE  
TELECOMMUNICATIONS SERVICES  
WITHIN THE STATE OF OHIO

All references to SBC Long Distance, LLC, SBC Long Distance, Inc., Southwestern Bell Communications Services, Inc., SBC Long Distance, and AT&T Long Distance are to be considered interexchangeable for purposes of these tariff schedules.

C

D

|

D

PUCO No. 7 replaces in its entirety  
PUCO No. 3 currently on file with the Commission.

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Issued: July 12, 2006

Effective: July 31, 2006

Issued under authority of the Public Utilities Commission of Ohio

Case No. 06-892-TP-ZTA

By Julie A. Arca, President

CHECK PAGE

All of the pages of this Tariff are effective as of the date shown at the bottom of the page. 1st Revised and revised pages as named below comprise all changes from the original Tariff.

PAGE	REVISION
1	1 <sup>st</sup> Revised Page
2	102 <sup>nd</sup> Revised Page*
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4	39 <sup>th</sup> Revised Page
5	6 <sup>th</sup> Revised Page
6	Original Page
7	1 <sup>st</sup> Revised Page
8	4 <sup>th</sup> Revised Page
9	4 <sup>th</sup> Revised Page
10	Original Page
11	4 <sup>th</sup> Revised Page
12	7 <sup>th</sup> Revised Page
13	10 <sup>th</sup> Revised Page
14	14 <sup>th</sup> Revised Page
14.1	1 <sup>st</sup> Revised Page
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15.1	4 <sup>th</sup> Revised Page
16	2 <sup>nd</sup> Revised Page
17	2 <sup>nd</sup> Revised Page
18	Original Page
19	Original Page

\* New or revised current Tariff filing.

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PAGE	REVISION
20	2 <sup>nd</sup> Revised Page
21	3 <sup>rd</sup> Revised Page
22	Original Page
23	Original Page
24	2 <sup>nd</sup> Revised Page
25	7 <sup>th</sup> Revised Page
26	7 <sup>th</sup> Revised Page
26.1	29 <sup>th</sup> Revised Page *
27	30 <sup>th</sup> Revised Page *
28	10 <sup>th</sup> Revised Page
29	18 <sup>th</sup> Revised Page
30	Original Page
31	Original Page
32	35 <sup>th</sup> Revised Page
32.1	22 <sup>nd</sup> Revised Page
32.2	Original Page
33	Original Page
34	Original Page
35	Original Page
36	Original Page
37	1 <sup>st</sup> Revised Page
38	Original Page
39	3 <sup>rd</sup> Revised Page
40	1 <sup>st</sup> Revised Page

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45	1 <sup>st</sup> Revised Page
46	4 <sup>th</sup> Revised Page
47	5 <sup>th</sup> Revised Page
48	Original Page
49	8 <sup>th</sup> Revised Page
49.1	18 <sup>th</sup> Revised Page
49.2	6 <sup>th</sup> Revised Page*
50	Original Page
51	Original Page
52	Original Page
53	Original Page
54	Original Page
55	Original Page
56	Original Page
57	1 <sup>st</sup> Revised Page
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59	Original Page
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62	1 <sup>st</sup> Revised Page
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67	1 <sup>st</sup> Revised Page
68	Original Page
69	Original Page
70	1 <sup>st</sup> Revised Page
71	1 <sup>st</sup> Revised Page
72	1 <sup>st</sup> Revised Page
73	2 <sup>nd</sup> Revised Page*
74	2 <sup>nd</sup> Revised Page
75	1 <sup>st</sup> Revised Page
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78	1 <sup>st</sup> Revised Page
79	Original Page
80	2 <sup>nd</sup> Revised Page
81	2 <sup>nd</sup> Revised Page
82	Original Page
83	1 <sup>st</sup> Revised Page
84	Original Page

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125	1 <sup>st</sup> Revised Page *
126	Original Page
127	Original Page
128	Original Page

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PAGE	REVISION
129	Original Page
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132	1 <sup>st</sup> Revised Page
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142.1	Original Page
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149	Original Page
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\* New or revised current Tariff filing.

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PAGE	REVISION
151	Original Page
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156.1	Original Page
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158	1 <sup>st</sup> Revised Page
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159.1	Original Page
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161	2 <sup>nd</sup> Revised Page*
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\* New or revised current Tariff filing.

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195	Original Page
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203	Original Page
204	Original Page
205	1 <sup>st</sup> Revised Page *
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213	2 <sup>nd</sup> Revised Page *
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\* New or revised current Tariff filing.

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229	Original Page
230	2 <sup>nd</sup> Revised Page*
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232	2 <sup>nd</sup> Revised Page
233	2 <sup>nd</sup> Revised Page
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237	5 <sup>th</sup> Revised Page
238	Original Page
239	1 <sup>st</sup> Revised Page

\* New or revised current Tariff filing.



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240	Original Page
241	1 <sup>st</sup> Revised Page
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246	Original Page
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251	3 <sup>rd</sup> Revised Page*
252	2 <sup>nd</sup> Revised Page *
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256	1 <sup>st</sup> Revised Page
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\* New or revised current Tariff filing.

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PAGE	REVISION
263	3 <sup>rd</sup> Revised Page
264	3 <sup>rd</sup> Revised Page
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266	2 <sup>nd</sup> Revised Page
267	2 <sup>nd</sup> Revised Page
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271	3 <sup>rd</sup> Revised Page
272	4 <sup>th</sup> Revised Page
273	3 <sup>rd</sup> Revised Page
273.1	4 <sup>th</sup> Revised Page
273.2	2 <sup>nd</sup> Revised Page
273.3	2 <sup>nd</sup> Revised Page
273.4	2 <sup>nd</sup> Revised Page
274	1 <sup>st</sup> Revised Page
275	1 <sup>st</sup> Revised Page
275.1	1 <sup>st</sup> Revised Page
275.2	3 <sup>rd</sup> Revised Page
276	Original Page
277	Original Page
278	1 <sup>st</sup> Revised Page*
279	1 <sup>st</sup> Revised Page*
280	2 <sup>nd</sup> Revised Page*
281	3 <sup>rd</sup> Revised Page*

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PAGE	REVISION
281.1	1 <sup>st</sup> Revised Page *
281.2	1 <sup>st</sup> Revised Page *
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281.5	1 <sup>st</sup> Revised Page *
281.6	1 <sup>st</sup> Revised Page *
282	1 <sup>st</sup> Revised Page *
283	2 <sup>nd</sup> Revised Page *
284	1 <sup>st</sup> Revised Page
285	2 <sup>nd</sup> Revised Page *

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286	2 <sup>nd</sup> Revised Page*
287	2 <sup>nd</sup> Revised Page*
288	2 <sup>nd</sup> Revised Page*
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299.1	2 <sup>nd</sup> Revised Page*
299.2	2 <sup>nd</sup> Revised Page*
299.3	2 <sup>nd</sup> Revised Page*
299.4	2 <sup>nd</sup> Revised Page*
299.5	2 <sup>nd</sup> Revised Page*
299.6	2 <sup>nd</sup> Revised Page*
299.7	2 <sup>nd</sup> Revised Page*
299.8	2 <sup>nd</sup> Revised Page*
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299.13	3 <sup>rd</sup> Revised Page*
299.14	2 <sup>nd</sup> Revised Page*
299.15	2 <sup>nd</sup> Revised Page*
299.16	2 <sup>nd</sup> Revised Page*
299.17	2 <sup>nd</sup> Revised Page*
299.18	2 <sup>nd</sup> Revised Page*
299.19	2 <sup>nd</sup> Revised Page*
299.20	2 <sup>nd</sup> Revised Page*
299.21	3 <sup>rd</sup> Revised Page*
300	Original Page
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303	2 <sup>nd</sup> Revised Page*
304	2 <sup>nd</sup> Revised Page*
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PAGE	REVISION
330	Original Page
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351	1 <sup>st</sup> Revised Page

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417	2 <sup>nd</sup> Revised Page*
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498	Original Page
499	1 <sup>st</sup> Revised Page*
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507	2 <sup>nd</sup> Revised Page*
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509	1 <sup>st</sup> Revised Page*

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510	2 <sup>nd</sup> Revised Page*
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525	Original Page
526	Original Page
526.1	2 <sup>nd</sup> Revised Page*
526.1.0	2 <sup>nd</sup> Revised Page*
526.1.1	2 <sup>nd</sup> Revised Page*
526.1.2	2 <sup>nd</sup> Revised Page*
526.1.3	2 <sup>nd</sup> Revised Page*
526.1.4	2 <sup>nd</sup> Revised Page*
526.1.5	2 <sup>nd</sup> Revised Page*
526.1.6	2 <sup>nd</sup> Revised Page*
526.1.7	2 <sup>nd</sup> Revised Page*

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PAGE	REVISION
526.2	1 <sup>st</sup> Revised Page
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526.4	1 <sup>st</sup> Revised Page
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526.11	1 <sup>st</sup> Revised Page
526.12	2 <sup>nd</sup> Revised Page
526.13	Original Page
526.14	Original Page
526.15	Original Page
526.16	Original Page
526.17	Original Page
526.18	Original Page
526.19	Original Page
526.20	Original Page*
526.21	Original Page*
526.22	Original Page*

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528	1st Revised Page
529	1st Revised Page
529.1	3 <sup>rd</sup> Revised Page
529.2	Original Page
529.3	2 <sup>nd</sup> Revised Page
529.4	Original Page
529.5	1 <sup>st</sup> Revised Page
529.6	2 <sup>nd</sup> Revised Page
529.7	2 <sup>nd</sup> Revised Page
529.9	4 <sup>th</sup> Revised Page
529.10	1 <sup>st</sup> Revised Page
529.11	Original Page
529.12	Original Page
529.13	Original Page
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554	4 <sup>th</sup> Revised Page *
555	4 <sup>th</sup> Revised Page *

PAGE	CHECK PAGE REVISION
556	3 <sup>rd</sup> Revised Page
557	8 <sup>th</sup> Revised Page
558	3 <sup>rd</sup> Revised Page
559	Original Page
560	6 <sup>th</sup> Revised Page
561	4 <sup>th</sup> Revised Page *
562	5 <sup>th</sup> Revised Page
563	5 <sup>th</sup> Revised Page *
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565	3 <sup>rd</sup> Revised Page
566	6 <sup>th</sup> Revised Page
567	9 <sup>th</sup> Revised Page *
567.1	34 <sup>th</sup> Revised Page
567.2	3 <sup>rd</sup> Revised Page
568	7 <sup>th</sup> Revised Page
569	Original Page
570	1 <sup>st</sup> Revised Page
571	4 <sup>th</sup> Revised Page
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573	3 <sup>rd</sup> Revised Page
573.0.1	1 <sup>st</sup> Revised Page
573.1	3 <sup>rd</sup> Revised Page
573.2	4 <sup>th</sup> Revised Page
573.3	4 <sup>th</sup> Revised Page
573.4	2 <sup>nd</sup> Revised Page
574	Original Page
575	2 <sup>nd</sup> Revised Page
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577	1 <sup>st</sup> Revised Page

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578	2 <sup>nd</sup> Revised Page*
579	Original Page
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588	4 <sup>th</sup> Revised Page
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CONCURRING, CONNECTING OR  
OTHER PARTICIPATING CARRIERS

None

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C - To signify changed regulation.
- D - To signify discontinued rate or regulation.
- I - To signify increase.
- M - To signify matter relocated without change.
- N - To signify new rate or regulation.
- R - To signify reduction.
- S - To signify reissued matter.
- T - To signify change in text, but no change in rate or regulation.

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## TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are added to the Tariff from time to time. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 1<sup>st</sup> Revised page 14 cancels the Original page 14.
- C. Paragraph Numbering Sequence - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.1
  - 2.1.1
  - 2.1.1 (A)
  - 2.1.1 (A).1
  - 2.1.1 (A).1.a
  - 2.1.1 (A).1.a.i
  - 2.1.1 (A).1.a.i (1)
- D. Check Pages - When a Tariff filing is made with the Commission, an updated check page accompanies the Tariff filing. The check page lists the pages contained in the Tariff with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

## SECTION 2 - RULES AND REGULATIONS

### 2.1 Application of the Tariff

- 2.1.1 This Tariff contains the descriptions, regulations, and rates applicable to intrastate InterLATA and intrastate IntraLATA telecommunications Service offered by the Company with principal offices located at 5130 Hacienda, Room 3S300L, Dublin, California 94568. Service is furnished for communications that both originate and terminate at points within the State under terms of this Tariff.

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The territory is all counties within Ohio.

- 2.1.2 The Company shall not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, without limitation, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of the Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.

---

## SECTION 2 - RULES AND REGULATIONS

### 2.2 Limitations on Service

- 2.2.1 Service is offered subject to the availability of facilities, equipment, or systems, the Company's ability to fulfill the request for Service and the provisions of this Tariff. Service is not offered where operating conditions do not permit. The Company reserves the right, without incurring liability, to refuse to provide Service, to or from any location where the necessary facilities, equipment, systems, billing agreements, and/or switch software are not available. In case a shortage of facilities exists at any time, either for temporary or protracted periods, the establishment of Switched Services shall take precedence over the establishment of Data Services.
- 2.2.2 Except for calls from Casual Callers, all Switched Services provided according to this Tariff are intrastate add-on Services available from the Company only if the Customer subscribes to the Company's comparable interstate Service offering or interstate promotional offering unless otherwise indicated in this Tariff. Unless otherwise indicated in this Tariff, intrastate Switched Services are not offered on a stand-alone basis. Unless otherwise stated in this Tariff, the method of provisioning a specific Service is determined by the Company.

---

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service

2.2.3 A third party call is any call charged to a number other than that of the called or calling party. The Company reserves the right to refuse to process a third party call when acceptance of charges at the third number cannot be confirmed.

2.2.4 In compliance with 4901:1-5-17 of Ohio Administrative Code applicable to toll service providers, the Company reserves the right to discontinue Service or to limit the use of Service without liability when the Customer or End User is using Service in violation of the law or in violation of the provisions of this Tariff.

2.2.5 Conditions under which the Company may, without notice pursuant to 4901:1-5-17(G) of the Ohio Administrative Code applicable to toll service providers, terminate Service without liability include, but are not limited to:

- (A) if an emergency may threaten the health or safety of a person or Service. If Service is disconnected, the Company shall act promptly to restore Service as soon as possible; or
- (B) if a Customer's use of telecommunications equipment adversely affects the Company's equipment, its Service to others, or the safety of the Company's employees or Customers; or
- (C) if a Customer tampers with Company-Provided facilities or equipment.

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**SECTION 2 - RULES AND REGULATIONS**

**2.2 Limitations on Service (continued)**

**2.2.6 Conditions under which the Company may, with notice pursuant to 4901:1-5-17 (B), (D), and (E) of Ohio Administrative Code, terminate Service without liability include, but are not limited to:**

- (A) a violation or noncompliance with the Company's rules or tariff(s) on file with the Commission; or**
- (B) a failure to comply with the municipal ordinances or other laws pertaining to telecommunication services; or**
- (C) when the Customer has committed a fraudulent practice as set forth in the Company's tariffs on file with the Commission; or**
- (D) failure to pay for or provide assurances of, or security for, the payment of the Company's charges as per Section 2.8.1 or Section 2.8.2 of this Tariff; or**
- (E) non-payment of any sum for regulated toll Service owed the Company by the due date printed on the bill.**

---

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.7 Initial and continuing Service is offered subject to the availability of necessary facilities and/or equipment, including those to be provided by other companies furnishing a portion of the Company's Service(s).

2.2.8 Service is furnished subject to the condition that there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of Service includes, but is not limited to:

- (A) Service that is used by the Customer or End User to frighten, abuse, torment, or harass another; or
- (B) Service that is used by the Customer or End User in a manner which interferes with the use of Service by one or more other Customers; or
- (C) Service that is used by the Customer or End User to place calls by means of illegal equipment, service, or device; or
- (D) Service that is used by the Customer or End User to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge.

---

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

- 2.2.9 The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions of this Tariff will remain, at all times, in full force and in effect until modified in writing, signed by the Company and Customer.
- 2.2.10 The Company may rely on third parties to provide a portion of the Company's Service. The selection of the Third Party Vendors is made by the Company. The Company reserves the right to change Third Party Vendors at any time.
- 2.2.11 The Company reserves the right, without incurring liability, to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- 2.2.12 Recording of telephone conversations provided pursuant to the Company's Service under this Tariff is prohibited except as authorized by applicable federal, state, and local laws.



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## SECTION 2 - RULES AND REGULATIONS

### 2.2 Limitations on Service (continued)

- 2.2.13 All outbound Services requiring Switched Access to reach the long distance network are only available to Customers located in those exchanges which have Equal Access. Unless otherwise indicated in this Tariff, all Toll Free Services described in this Tariff are available on a statewide basis.
- 2.2.14 The Company, when acting at the Customer's request and as its authorized agent for ordering Dedicated Access, will make reasonable efforts to arrange for service requirements such as special routing, route Diversity, alternate access, or Circuit conditioning.
- 2.2.15 Reserved for future use.
- 2.2.16 Reserved for future use
- 2.2.17 The Company does not generally provide echo suppression. However, for Toll Free Service or outbound Services that require Dedicated Access to reach the long distance network, the Company, not the Customer, will determine when echo suppression will be provided.
- 2.2.18 The Company reserves the right to add, change, or delete Services at any time with Commission approval.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.19 If as a condition for qualifying for a particular Service or promotional offering provided by the Company, the Customer or Applicant must subscribe to specific services, features or products offered by an Affiliated LEC or Affiliated CLEC and if the Customer or Applicant receives its local service from a non-Affiliated LEC or non-Affiliated CLEC, the Company will provide a particular Service or promotional offering if the following conditions are met:

- The non-Affiliated LEC or non-Affiliated CLEC must have entered into an acceptable PIC CARE agreement with the Company;
- The non-Affiliated LEC or non-Affiliated CLEC must warrant to Company that it offers services, features or products of equivalent functionality to those of the Affiliated LEC or Affiliated CLEC as required under the selected Company's Services or promotional offering;
- The local service, features or products provided by a non-Affiliated LEC or non-Affiliated CLEC subscribed to by the Customer or Applicant must be services, features or products of equivalent functionality to those of the Affiliated LEC or Affiliated CLEC as named in this Tariff. The Company will determine if the services, features or products provided by a non-Affiliated LEC or non-Affiliated CLEC are functionally equivalent; and

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.19 (continued)

- The Customer must (a) certify that Customer is purchasing services, features or products of equivalent functionality to those of the Affiliated LEC or Affiliated CLEC as named in the Tariff, (b) certify that Customer will immediately notify Company if Customer discontinues the purchase of services, features or products of equivalent functionality and (c) agree, upon request of Company, to provide copies of Customer's local service invoices for verification that Customer is purchasing such services, features or products of equivalent functionality.

---

## SECTION 2 - RULES AND REGULATIONS

### 2.3 Limitation of Liability

The Company's liability will be limited to that expressly stated in Sections 2.3 of this Tariff in connection with the provision of Service to the Customer.

2.3.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, defects or other comparable actions occurring in the provision of Service(s) with a usage-sensitive rate structure, will in no event exceed an amount equivalent to the initial period charge to the Customer for the call during which such mistake, omission, interruption, delay, error or defect occurred. The Company shall not be liable for any damages caused by the negligence, gross negligence or willful misconduct of the Customer or Customer's agents, employees, officers, directors, contractors or vendors.

2.3.2 Unless otherwise stated in this Tariff, the liability of the Company for negligence arising out of mistakes, omissions, interruptions, delays, errors, defects or other comparable actions occurring in the provision of recurring Service(s) shall be limited to a service adjustment based on the amount of time such Service is out of service times the applicable monthly recurring charge for Service.

2.3.3 The liability of the Company for gross negligence arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the provision of Service(s) shall not exceed the higher of the adjustments described in Section 2.3.1 or 2.3.2 of this Tariff, whichever is applicable, or the sum of \$10,000. The liability of the Company for gross negligence shall be limited to and shall in no event exceed \$10,000.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.4 Reserved for future use.

2.3.5 The Company will not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company of any dispute concerning charges. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand.

2.3.6 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of the Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors, or assignees or which arise from, or are caused by, the use of facilities or equipment of the Customer or related parties, will not result in the imposition of any liability whatsoever upon the Company. The Customer will pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof. In addition, a portion or all of the Service may be provided over facilities of third parties. The Company will not be liable to the Customer or any other person, firm, or entity in any respect whatsoever arising out of defects caused by such third parties. The Company's liability, if any, with regard to the delayed installation of facilities or commencement of Service will not exceed \$1,000.

---

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

- 2.3.7 With respect to Service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.
- 2.3.8 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.
- 2.3.9 Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for any damages, including but not limited to direct, indirect, actual, consequential, special, or punitive damages, or lost profits.
- 2.3.10 The Company will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to:
- (A) Unavoidable interruption in the working of transmission facilities; or
  - (B) Natural disasters such as storms, fire, flood, or other catastrophes; or

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.10 (continued)

- (C) Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or
- (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, supplier failures, shortages, breaches or delays, or other labor difficulties; or
- (E) The unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment; or
- (F) Explosions, vandalism, cable cut or other similar occurrences; or
- (G) Preemption of existing Services to restore Service(s) in compliance with the F.C.C.'s rules and regulations; or
- (H) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's control.

---

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

- 2.3.11 The Company will use its best efforts to provide Services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide Service to its Customers; negligent or defective Services to Customers; equipment, computer, network, or electrical malfunctions of any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.
- 2.3.12 If the Company learns of actual or possible unauthorized, fraudulent, or unlawful use of any Company Services, the Company will make an effort to contact the Customer, but Service may be blocked without notice and without liability to the Company. Service may be suspended by the Company without incurring liability by Blocking all calls or by Blocking calls to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.
- 2.3.13 The Company does not undertake to transmit messages but furnishes the use of its Services to its Customers for telecommunications. The Company is not liable for the content of the Customer's messages.



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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.14 The Company may rely on Third Party Vendors for the performance of certain services such as Dedicated Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company will act as agent for the Customer in obtaining such other services. Customer's liability for charges hereunder will not be reduced by untimely installation or non-operation of Customer-provided facilities and equipment.

2.3.15 The Company will not be liable for:

- (A) Any act or omission of any other company or companies furnishing a portion of the Service or furnishing facilities or equipment associated with such Service.
- (B) Damages caused by the fault or negligence or willful misconduct of the Customer or End User.
- (C) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's reasonable control.
- (D) Any direct, indirect, consequential, special, actual, or punitive damages, or for any lost revenues or profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder. Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for such damages or lost revenue or lost profits.

---

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.15 (continued)

- (E) Any indirect, incidental, special or consequential damages, lost revenue or lost profits of any kind, even if Company is advised of the possibility of such consequences.
- (F) The use or abuse of any Service described herein by any party including, but not limited to, the Customer or End User. Use or abuse includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, service, or device. Compensation for any injury the customer may suffer to the fault of third parties must be sought from such other parties. In the case of TFS, this applies to third parties who dial the Customer's TFS Number by mistake. Compensation for any injury the Customer may suffer due to the fault of third parties must be sought from such other parties.
- (G) Any action, such as Blocking or refusal to accept certain calls, that Company deems necessary in order to prevent unauthorized, fraudulent, or unlawful use of its Service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties.
- (H) Any claim where the Customer indemnifies the Company pursuant to Section 2.5 of this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.16 If someone other than the Customer (e.g., authorized or unauthorized) has use of the Service directly or indirectly through the Customer, then Customer agrees to forever indemnify and hold the Company and any affiliated or unaffiliated Third Party Vendor or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties.

2.3.17 The Company's liability with respect to nonworking account codes will be limited to the Company's monthly charge for the account code feature, if any.

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## SECTION 2 - RULES AND REGULATIONS

### 2.4 Use of Service

2.4.1 The Company's Services are available for use twenty-four hours per day, seven days per week. Unless otherwise restricted herein, Customers may use the Company's Service(s) to place and/or receive intrastate InterLATA and intrastate IntraLATA calls.

2.4.2 The Service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. The Customer is liable for all obligations under this Tariff notwithstanding any sharing or resale of Services and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the Service in a manner that could interfere with Service provided to others or that could harm the facilities of others.

---

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.3 Service furnished by the Company will not be used for any unlawful or fraudulent purposes including but not limited to use of electronic devices, invalid numbers, and false credit devices to avoid payment for Service contained in this Tariff either in whole or in part. Service furnished by the Company may not be used to make calls which might reasonably be expected to frighten, abuse, torment, or harass another. The Service may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is an authorized communications common carrier, an authorized resale common carrier, or an enhanced or electronic service provider who has subscribed to the Company's Service. However, this provision does not preclude an agreement between the Customer, Authorized User, or Joint User to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

2.4.4 Service furnished by the Company may be arranged for joint use or authorized use. The Joint User or Authorized User will be permitted to use such Service in the same manner as the Customer, but subject to the following conditions.

- (A) The Customer must complete and provide to the Company all Service agreements and/or other documentation required by the Company to initiate Service.

---

## SECTION 2 - RULES AND REGULATIONS

### 2.4 Use of Service (continued)

#### 2.4.4 (continued)

- (B) One Joint User or Authorized User must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all Joint Users or Authorized Users in the application for Service. Service Orders which involve the start, rearrangement or discontinuance of joint use or authorized use of Service will be accepted by the Company only from that Customer and will be subject to all requirements of this Tariff.
  
- (C) All charges for the Service will be computed as if the Service were to be billed to one Customer. The Joint User or Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. If designated Customer fails to pay the Company, each Joint User or Authorized User will be liable to the Company for all charges incurred as a result of its use of the Company's Service. Each joint or Authorized User must submit to the designated Customer a letter guaranteeing payment for the joint or Authorized User's portion of all charges billed by the Company to the designated Customer. This letter must also specify that the joint or Authorized User understands that the Company will receive a copy of the guaranty from the designated Customer. The designated Customer will be responsible for allocating charges to each Joint User or Authorized User.

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SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.4 (continued)

(D) Joint use is a Service/billing allocation arrangement and not a resale arrangement. Neither the Customer nor any Joint User nor any third party engaged by either of them in connection with a joint use agreement or arrangement may mark up Service or otherwise profit from the joint use agreement or arrangement.

2.4.5 If the Company reasonably concludes that Customer-provided equipment does not pass back appropriate answer supervision to the long distance network, the Company will notify the Customer. If the Customer cannot correct the problem and if Customer-provided equipment continues to provide inappropriate answer supervision to the long distance network, the Company reserves the right to suspend or terminate the Customer's Service. The Company will give the Customer seven (7) days' written notice of its intent to terminate Service.

2.4.6 Service provided to Residential Customers pursuant to this Tariff may not be used to transmit data.

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## SECTION 2 - RULES AND REGULATIONS

### 2.5 Obligations of the Customer

2.5.1 The Customer will indemnify, defend, and hold the Company harmless from and against:

- (A) Any claim asserted against the Company arising out of or relating to the failure of the Company to provide Service to the Customer.
- (B) Any and all liabilities, costs, damages, and expenses, resulting from Customer's (or its employees', agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company Services or rates, or unauthorized or illegal acts of the Customer or its End User, its employees, agents, or independent contractors.
- (C) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of Customer's or End User's material, data, information, or other content transmitted via Service. 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 Service(s) provided under this Tariff, any Circuit, apparatus, system or method provided by the Customer.



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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

- (D) Violation by Customer or End User of any other literary, intellectual, artistic, dramatic, or musical right.
- (E) Violations by Customer or End User of the right to privacy.
- (F) Any other claims whatsoever relating to, or arising from, message content or the transmission thereof.
- (G) All other claims arising out of any act or omission of the Customer or End User in connection with Service provided by the Company.
- (H) Any loss, claim, demand, suit, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the provision of Service, whatever the cause and whether negligent or otherwise.
- (I) Claims related to lost or stolen calling cards, except as described in Section 2.24 of this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

- (J) Claims of patent infringement arising from combining or connecting Channels with equipment and systems of the Customer or Authorized Users.
- (K) Defacement of, or damage to, the Customer's Premises resulting from the furnishing, installation, and/or removal of Channel facilities or the attachment of instruments, equipment and associated wiring on or from the Customer's Premises.
- (L) Claims arising out of the use of Services or Company-Provided equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company.
- (M) Any suits, claims, losses or damages, including punitive damages, 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 Services. This includes without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's Circuits, facilities or equipment, and proceeding 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 Service(s).

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.2 If a Customer directly or indirectly authorizes third parties to use the Service, the Customer will indemnify and hold the Company harmless against any and all claims asserted by said party, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties or by others as a result of said parties' actions or omissions.

2.5.3 The Company's failure to provide or maintain Service under this Tariff will be excused by the Customer for all circumstances beyond the Company's reasonable control.

2.5.4 The Customer will indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Section 2.3 of this Tariff and arising in connection with the provision of Service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.5 The Customer is responsible for payment for all calls originated at the Customer's number(s), terminated on the Customer's TFS Number, accepted at the Customer's number, billed to a Customer's calling card or any Operator Toll Assistance billing option, or incurred at the specific request of the Customer. The Customer is responsible for paying for all Services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were fraudulently used or used without Customer's knowledge in full or in part. These responsibilities are not changed due to any use, misuse or abuse of the Customer's Service or Customer-provided equipment by third parties, the Customer's employees or the public.
- 2.5.6 The termination or disconnection of Service(s) by the Company pursuant to Sections 2.2.5, 2.2.6, and 2.20 of this Tariff or if the Customer cancels Service pursuant to Section 2.19 of this Tariff, does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination or disconnection. The remedies set forth herein will not be exclusive, and the Company will at all times be entitled to all rights available to it under either law or equity.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.7 The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with the long distance network. The Customer will ensure that the signals emitted into the long distance network do not damage Company-Provided equipment, injure personnel, or degrade Service to other Customers or other users of the long distance network. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer will comply with applicable LEC signal power limitations.
- 2.5.8 The Customer will be responsible for the payment of all charges for Services provided under this Tariff.
- 2.5.9 The Customer will be liable for reimbursing the Company for damages to facilities or Company-Provided equipment caused by the negligence or willful acts of the Customer's officers, employees, agents, contractors, or authorized or unauthorized End User(s).

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.10 If Service is terminated pursuant to Section 2.2.5, Section 2.2.6 or Section 2.20 of this Tariff or if the Customer cancels Service pursuant to Section 2.19 of this Tariff, the Customer will be deemed to have cancelled Service as of the date of such termination or cancellation and will be liable for any cancellation charges set forth in this Tariff.
- 2.5.11 The Customer will indemnify and hold the Company harmless against any and all liabilities, costs, damages, and expenses resulting from claims by third parties that any calling card or PIN has been lost, stolen, or fraudulently issued or used; provided, however, that the Company will have no liability hereunder for special or consequential damages incurred by the Company.
- 2.5.12 If the Company is acting as an agent of the Customer for ordering Dedicated Access for the provision of Switched Service(s) and if the Customer is to be exempted from the monthly Special Access Surcharge charged by the Local Access Provider, it is the Customer's responsibility to provide the Company with an Exemption Certificate.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.13 If as a result of inaccurate information provided by the Customer, Circuits need to be moved, replaced, or redesigned, the Customer is responsible for the payment of all such charges. In the event the Company incurs costs and expenses caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.
- 2.5.14 If an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company in connection with service provided to a specific Customer and those charges are not specifically listed in this Tariff, those charges will be billed to the Customer on a pass-through basis. The Customer is responsible for payment of such charges.
- 2.5.15 The Customer is responsible for the payment of all charges for Service(s) provided under this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.16 A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.5.17 In the event suit is brought or an attorney is retained by the Company to enforce the terms of this Tariff, the Customer shall reimburse the Company, in addition to any other remedy, for court costs, costs of investigation, and other related expenses incurred in connection therewith.
- 2.5.18 In the case of nonworking account codes, the Customer is responsible for payment of usage charges for long distance calls originated at the Customer's number(s).
- 2.5.19 If Service is suspended, the Customer will be responsible for the payment of all MRCs until Service is disconnected.



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SECTION 2 - RULES AND REGULATIONS

2.6 Obligations of a Reseller

- 2.6.1 The terms and conditions of this Tariff, including but not limited to the obligations contained in Section 2.5 and in Sections 2.6.2 through 2.6.7 hereof, apply to Customers that are Resellers. Failure to comply with any term, rule, or regulation of this Tariff may result in the Company immediately and irrevocably terminating Service(s) without incurring any liability. Notification of termination of Service(s) may be in writing or in another expeditious manner selected by the Company.
- 2.6.2 In the event of non-payment by a Reseller's subscriber, the Company may be requested by the Reseller to block such subscriber's service because of non-payment of charges. Before the Company blocks Service to a Reseller's subscriber, the Reseller must certify that proper notice has been given to the subscriber. Proper notice must meet state and federal rules for Blocking Service due to non-payment. The Reseller is responsible for all costs incurred to disconnect or block the location from Service(s).
- 2.6.3 Resellers will be responsible for paying all taxes, surcharges, and fees based upon the taxing jurisdiction's rules and regulations.
- 2.6.4 In addition to the other provisions in this Tariff, Resellers will be responsible for all interaction and interface with their own subscribers or customers. The provision of Service will not create a partnership or joint venture between the Company and the Reseller nor result in a joint offering to third parties.

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## SECTION 2 - RULES AND REGULATIONS

### 2.6 Obligations of a Reseller (continued)

- 2.6.5 If the Customer resells Services, the Reseller is responsible for providing all billing, collection, and customer service functions for all of its locations, including resolving any unauthorized presubscription disputes.
- 2.6.6 In addition to the other provisions in this Tariff, Resellers must have the appropriate authority in all areas where the Reseller provides service and provide such documentation to the Company when requested. Resellers of the Company's Services are responsible for maintaining all necessary state and F.C.C. tariffs for operating as a Reseller and for complying with all rules and regulations as set forth by the Commission. Further, the Reseller also assumes full responsibility for complying with the Communications Act of 1934, as amended; the Telecommunications Act of 1996; and the rules, regulations, and decisions of the F.C.C.
- 2.6.7 If a Reseller switches a subscriber's long distance provider without obtaining permission from the subscriber, the Company may charge the Reseller for the unauthorized presubscription change charges plus all additional charges imposed and costs incurred. The Reseller is financially liable for all lines at all locations until such time as the lines and/or locations are presubscribed to a different long distance service provider. In instances where the Reseller has presubscribed lines and/or location to its Service without proper authorization, the Reseller must:

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SECTION 2 - RULES AND REGULATIONS

2.6 Obligations of a Reseller (continued)

2.6.7 (continued)

- (A) Inform the subscriber of the unauthorized change in long distance service providers; and
- (B) Ensure that the subscriber's service is returned to the long distance service provider of choice; and
- (C) Pay all applicable charges.

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## SECTION 2 - RULES AND REGULATIONS

### 2.7 Obtaining Services

#### 2.7.1 General

To obtain Service, the Company requires the Customer to provide the Company with whatever authorization the Company deems appropriate. For example, the Company may require the Customer to execute a letter of agency, service agreement, RespOrg agreement, contract, etc. depending on the Service(s) selected by the Customer. Service may be initiated based on written or oral agreement between the Company and the Customer. The Company reserves the right to require an Applicant to sign an application for the Service desired, on a form provided by the Company, as a condition for establishing Service.

Applications for Service will be accepted by the Company provided that the Service is available, and the Company has no reason to believe the Customer will not comply with the provisions of this Tariff. The Company will also accept an oral application from a Customer for additions to or changes in existing Service. Upon the Company's acceptance of this authorization, all applicable provisions in the Company's Tariff, as amended from time-to-time, become the agreement for Service between the Company and the Customer. The Company reserves the right, at any time, to require any Customer to present proof of identification to the Company as the Company may then deem acceptable. Acceptance or use of Service offered by the Company shall be deemed an application for such Service and an agreement by the Customer to subscribe to, use, and pay for such Service in accordance with the applicable Tariffs of the Company. The Applicant must also establish credit satisfactory to the Company as provided in Section 2.7.2 of this Tariff.

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## SECTION 2 - RULES AND REGULATIONS

### 2.7 Obtaining Services (continued)

#### 2.7.2 Establishment of Credit; Indebtedness; Toll Restriction

##### (A) Applicant

The Company reserves the right to require all Applicants to establish credit worthiness pursuant to Ohio Administrative Code 4901:1-17-03 and 4901:1-5-13(A) applicable to toll service providers. Upon receipt of the signed letter of agency or other authorization the Company deems appropriate, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires.

##### (B) Customer

If the conditions of Service or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit in compliance with 4901:1-5-13 of Ohio Administrative Code applicable to toll service providers. The Company reserves the right to examine the credit record and check the references of any Customer at any time. The Company may establish credit limits for new and existing Customers. Where a credit limit is established for a Customer, the Customer will be notified of the Customer's initial credit limit amount and any subsequent credit limit changes. Where a Customer becomes delinquent in payments, a new credit limit may be established that is lower than the Customer's initial credit limit. In the event a Customer's established credit limit is exceeded, or in the event a Customer becomes delinquent in the Customer's payments, the Company may implement its toll blocking process pursuant to Section 2.29 of this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services (continued)

2.7.2 Establishment of Credit; Indebtedness; Toll Restriction (continued)

(C) Indebtedness; Concurrent Indebtedness; Prior Indebtedness

Pursuant to Rule 4901:1-5-13 (A)(3)(d) and (c) of the Ohio Administrative Code applicable to toll service providers, the Company reserves the right to refuse Service to any Applicant who is indebted to the Company for Service(s) previously furnished until satisfactory payment arrangements have been made for all such indebtedness. The Company further reserves the right to refuse Service to any Applicant who is currently indebted to the Company for Service(s) on another Company account, until satisfactory payment arrangements have been made for all such indebtedness. Where a Customer subscribes to more than one active telephone account, and the Company suspends or terminates Service to one or more of the Customer's accounts for nonpayment, the Company may, at its option, initiate action for collection, including the action to suspend or terminate some or all of the other active Customer accounts, with notice as prescribed under Section 2.20 of this Tariff. The Company may also refuse Service to any Applicant attempting to establish Service for a former Customer who is indebted for previous Service(s), regardless of whether or not the previous Customer was furnished Service at the same location, until satisfactory payment arrangements have been made for payment of all such prior indebtedness. If Service is established and it is subsequently determined that any of the foregoing conditions of indebtedness exists, the Company may suspend or terminate such Service until satisfactory arrangements have been made for the payment of the prior indebtedness in compliance with the disconnect procedures of Rule 4901:1-5-17 of Ohio Administrative Code.

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SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services (continued)

2.7.2 Establishment of Credit; Indebtedness; Toll Restriction (continued)

(C) Indebtedness; Concurrent Indebtedness; Prior Indebtedness (continued)

The Company reserves the right to discontinue granting any further credit to Customer in the event of Customer's repeated delinquency in payment for Services, fraudulent use, suspension or disconnection of Service, the Customer files for protection under the United States Bankruptcy Code, or any other material breach, where not prohibited by federal law, rule or regulation. In such event, the Company may, at its sole discretion, require the Customer to prepay for all future Services as thereafter directed by the Company.

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SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services (continued)

2.7.2 Establishment of Credit; Indebtedness; Toll Restriction (continued)

(D) Toll Caps Terms and Conditions

If the Customer fails to establish credit pursuant to 4901:1-17-03 of the Ohio Administrative Code, the Company may establish credit limits for new and existing Customers based on credit scores assigned by commercial credit reporting agencies or based on the Customer's payment history. Where a credit limit is established for a Customer, the Customer will be sent a Fair Credit Reporting Act (FCRA) letter stating the Customer's initial credit limit amount for toll usage. High - Risk and High (Unknown) Risk credit scores will have a maximum monthly toll usage limit of \$200 established. All other credit scores will have a maximum monthly usage limit of \$1000 established.

When a Customer is placed on a credit limitation, a Fair Credit Reporting Act (FCRA) letter will be sent to the Customer stating the specifics of the credit limitation and the resulting temporary suspension of Service if the credit limit is exceeded. Also, when a Customer reaches a threshold limit of 51% of their monthly credit limit dollar amount, a customer service representative will attempt to contact the Customer at least twice, at different times of the day, e.g. AM and PM, to inform the Customer that their account is approaching their assigned credit limit prior to activating toll restriction. The Customer will be advised with options to continue service for this month. In the event that a Customer does not answer their phone, a message will be left on the Customer's answering machine asking the Customer to contact the Company by a specific date. In the event that a credit limit is exceeded on an account, the Company will initiate toll restriction for the remainder of the bill month. An affected Customer's Service may be immediately restored by bringing the credit amount below the pre-established credit limitation. The toll restriction will be removed at the beginning of the next bill month period.

SBC Ohio customers will follow the terms and conditions in their commission approved, Toll and Long Distance Availability Limit Plan (TRIMS), in Case No. 03-1139-TP-ZPA.



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## SECTION 2 - RULES AND REGULATIONS

### 2.8 Customer Deposits / Advance Payments

#### 2.8.1 Customer Deposits

Any Applicant whose credit is not acceptable to the Company as provided in Section 2.7.2 of this Tariff may be required to make a deposit to be held by Company as a guarantee of payment for Service provided under this Tariff. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held by the Company if the conditions of Service or the basis on which credit was originally established have materially changed. The Company will collect and administer toll deposits pursuant to 4901:1-5-13(B)(2)(a) "the individual service history method", 4901:1-5-14, 4901:1-17-05, 4901:1-17-06, and 4901:1-17-07 of the Ohio Administrative Code applicable to toll service providers. The deposit shall not exceed 230% of the estimate.

Pursuant to Rule 4901:1-5-14 of the Ohio Administrative Code, the Company will allow for residential service guarantors in lieu of a deposit.

#### 2.8.2 Advance Payments

The Company may require a Customer to make an advance payment for special construction before a specific service or facility is furnished. In general, the advance payment will not exceed an amount equal to the non-recurring charge(s) for special construction for the service or facility. The advance payment will be credited to the Customer's initial bill.

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## SECTION 2 - RULES AND REGULATIONS

### 2.9 Rendering Bill

Customer bills will comply with 4901:1-5-15 of the Ohio Administrative Code applicable to toll service providers.

#### 2.9.1 General

- (A) The Company uses cycle billing. The billing period is one (1) month. Except for fraud, charges may be assessed for unbilled traffic up to two (2) years in arrears.
- (B) The Company uses LEC billing. The Company may also utilize direct billing by the Company or an authorized billing agent. The availability of the billing option is controlled by the Company not the Customer.
- (C) In the event the Company incurs fees or expenses, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- (D) In instances where the Company orders Dedicated Access as an agent for the Customer, the Company will become the customer-of-record with the Local Access Provider. The Company will bill the Customer on a pass-through basis.

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SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.1 General (continued)

- (E) Credit card billing and automatic withdrawal from the Customer's checking or savings account may be available. However, if a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bill in cash or the equivalent of cash. With credit card billing, charges for Services provided by the Company are billed on the Customer's designated and approved credit card. Should the Customer cancel or change their designated credit card for billing, the Customer shall promptly inform the Company and designate new information for billing. Charges for Service are billed monthly in accordance with terms and conditions between the Customer and the Customer's designated credit card company. Call detail will not be included in the credit card bill; call detail will be provided by the Company in a separate mailing.
- (F) Monthly recurring charges for Service components are billed in advance of Service and reflect the rates in effect as of the date of the invoice (e.g., bills generated in January will cover the month of February). Monthly recurring charges continue to accrue during any suspension of Service until Service is disconnected. A Customer's first invoice may contain charges from previous periods for Service provided from the date of installation through the current invoice period. An Applicant for Service may be required to pay in advance of the establishment of Service the applicable nonrecurring charges together with the fixed charges applicable for the first month.

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SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.1 General (continued)

- (G) For the purpose of computing partial-month charges, a month is considered to consist of thirty days. If the Company has ordered Dedicated Access as an agent of the Customer, the Company will not cease billing the Special Access Surcharge until the Company receives the Exemption Certificate (as defined herein) from the Customer and the Local Access Provider acknowledges receipt of the Customer's Exemption Certificate.
- (H) Any Applicant for Service that was furnished Service under a former contract with the Company shall pay or make satisfactory arrangements for paying any bill outstanding and unpaid for such Service, before any additional Service will be furnished.
- (I) In the event that the Company's ability to commence or to continue to provide Service in a timely manner is delayed or interrupted because of the non-performance by the Customer of any obligation set forth in this Tariff, the Customer shall pay to the Company amounts equal to the monthly recurring charges which would have been paid had the Company been able to commence or to continue to provide Service.

## SECTION 2 - RULES AND REGULATIONS

### 2.9 Rendering Bill (continued)

#### 2.9.1 General (continued)

- (J) The Company may offer employee plans, discount plans, or a reduced rate per minute for directors, officers, retirees or employees of the Company or of an Affiliated company that subscribe to one of the Company's Service offerings. N  
N  
T
- (K) Depending on where and under what name the Company provides Service, the Company's applicable business name will precede the tariffed service name on the Customer's bill.

#### 2.9.2 Direct Billing By Company And/Or Authorized Billing Agent

##### (A) LEC Billing

- .1 The Company utilizes LEC billing. With LEC billing, the Customer's charges for the Company's Services are billed on a separate page from the Customer's bill for local service or local toll service. Call detail is available with the bill. If LEC billing is utilized, the rules and regulations applying to rendering and payment of bill and late charges are the same as covered in the applicable LEC tariff.
- .2 A Customer subscribing to outbound Service(s) that are LEC-billed may have multiple WTNs reported on the same BTN. A Customer subscribing to TFS may have multiple TFS Numbers associated with the same BTN.

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SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.2 Direct Billing By Company Or Authorized Billing Agent (continued)

(B) Other Billing Arrangements

Bills are sent to the Customer's current billing address no later than thirty (30) days following the close of billing. For usage sensitive Switched Services, call detail is available with the bill. Payment in full is due by the due date disclosed on the bill which is at least fourteen days after the post mark on the bill. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check which should be made payable as named on the bill and sent to the address as listed on the bill. If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge on the delinquent amount. A late charge applies to any past due balance. The Company may charge a late charge of \$5.00 or 1.5% per month, whichever is greater. A one-time charge shall apply on the undisputed amount or on the disputed amount if a dispute is resolved in favor of the Company. When another telecommunications carrier provides the billing function on behalf of the Company, the other carrier's late payment charge applies. Late payment charges will be applied without discrimination.

Customers that are direct-billed must provide the Company updated information within fifteen (15) days of a change in billing address and/or contact information. If the Customer fails to timely provide such updated information, the Company reserves the right to terminate Service on seven (7) days' written notice to last know address/contact, and the Customer shall be responsible for any and all early termination fees. Early termination fees do not apply to Customers subscribing to Service on a month-to-month basis.

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SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.2 Direct Billing By Company Or Authorized Billing Agent (continued)

(C) Credit Card Billing

With Credit Card billing, the charges for Services provided by the Company are billed on the Customer's designated and approved Credit Card. Charges are billed monthly in accordance with the terms and conditions between the Customer and the Customer's designated Credit Card company. Call detail will not be included in the Credit Card bill. Call detail will be provided by the Company in a separate mailing.

(D) Automatic Withdrawal From Checking or Savings Account

If the Customer utilizes automatic withdrawal, the charges for Services provided by the Company are automatically debited to the Customer's designated checking account or savings account. Bill detail will be provided by the Company in a separate mailing.

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SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.3 Special Bill Detail For Customers With MAC/MMC

For Customers that commit to a MAC or a MMC, the Customer's master bill will contain:

- (A) the Customer's MAC or MMC revenue commitment;
- (B) number of accounts used towards the MAC/MMC;
- (C) the length of the term plan, if applicable, and the term plan agreement end date;
- (D) year-to-date cumulative dollar revenue applicable to the MAC; and
- (E) current period cumulative dollar revenue applicable to the MAC/MMC.



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## SECTION 2 - RULES AND REGULATIONS

### 2.10 Disputed Charges

2.10.1 The Company will not be required to consider any Customer claim for damages or statutory penalties, or adjustments, refunds, credits or cancellation of charges, unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, for the call giving rise to such dispute or claim.

2.10.2 Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. Such notice must be sent to the Company's Customer Service Department as per Section 2.11 of this Tariff. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the Commission for review and disposition of the matter. The Commission may be reached at PUCO, Public Interest Center, 180 East Broad Street, Columbus, Ohio 43215 or via telephone at 1-800-686-7826.

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## SECTION 2 - RULES AND REGULATIONS

### 2.11 Customer Service Department

Customer correspondence must be addressed to the attention of the Customer Service Department and sent to the appropriate office. The Customer may also contact the Company's Customer Service Department by calling a toll free number. The Company's Customer Service address and toll free number are printed on the Customer's bill. For Customers subscribing to calling card Service, the Customer Service number is displayed on the card and provided in the information sent to the Customer with the calling card. For Customers using Credit Card billing or automatic withdrawal from the checking or savings account, the Company's Customer Service address and toll free number are provided with the Customer's bill detail.

### 2.12 Changes to Rates and Charges

In accordance with Commission rules, the Company may adjust its current rates and charges for Services by filing revised Tariff pages with the Commission. When usage rates are being changed, the change will become effective with the next billing period after the effective date of the rate change.

## SECTION 2 - RULES AND REGULATIONS

### 2.13 Timing of Calls

2.13.1 Unless otherwise indicated in this Tariff, on Station-to-Station calls and on Direct-Dialed calls chargeable time begins when the called station answers and the connection is established between the calling station and the called station, miscellaneous common carrier, mobile radio system, or PBX system. Answer detection is determined based on standard industry answer detection methods, including hardware and software answer detection. However, when Services are directly connected to a Customer-provided communications systems at the Customer's or End User's premises, chargeable time begins when a call terminates in, or passes through, the first Customer equipment on that Customer-provided communications system. It is the Customer's responsibility to furnish appropriate answer supervision to the point of interface with the Company's Service so that chargeable time may begin.

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2.13.2 On Person-to-Person calls, chargeable time begins when connection is established between the calling person and the particular person or station specified or an agreed alternate.

2.13.3 Unless otherwise indicated in this Tariff, chargeable time ends when the calling station hangs up thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released either by the automatic timing equipment in the telecommunications network or by the operator.

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## SECTION 2 - RULES AND REGULATIONS

### 2.14 Rate Periods

Different rates may be applicable to a call at different times of the day and on certain days of the week, as specified in the appropriate rate schedule for that call. All times shown are local time at the calling station in the case of an outbound call and at the called station in case of an inbound toll free call.

### 2.15 Determining Rate In Effect

For outbound Services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the calling station determines the rate in effect. For Toll Free Services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the called station determines the rate in effect. If a unit of time is split between two (2) or more rate periods, each rate period applies to the portion of the call that occurred during that rate period rounded to the nearest billing increment. If a call is completed by an operator, the time at the beginning of each initial or additional rate period determines the applicable rate period. When a message spans more than one rate period, total charges for each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. The Company may offer employee plans, discount plans, or a reduced rate per minute for directors, officers, retirees or employees of the Company or of an Affiliated company that subscribe to one of the Company's Service offerings described in Section 3 of this Tariff.

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## SECTION 2 - RULES AND REGULATIONS

### 2.16 Application of Charges

#### 2.16.1 Rounding

Each usage sensitive Switched Service has its own specific initial period and additional period (collectively referred to as billing increments) as specified in Section 3 of this Tariff. For all Services, fractions of a billing increment are rounded up to the next higher increment for billing purposes. The usage charges for each completed call during a billing month will be computed. If the charge for the call includes a fraction of a cent of \$.005 or more, the fraction of such charge is rounded up to the next higher whole cent. Otherwise, the charge is rounded down to the next lower whole cent. Rounding for charges for Service(s) is on a call-by-call basis.

#### 2.16.2 BTN Account Changes

##### (A) Discounts

A change in Service or enrollment in a promotional offering that impacts the Customer's usage discount is effective on the first day of the next billing cycle after the change order is processed.

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SECTION 2 - RULES AND REGULATIONS

2.16 Application of Charges

2.16.3 Monthly Recurring, Optional Feature or One-Time Charge

- (A) If Service is provided for less than a billing cycle, all associated intrastate monthly recurring charges will be prorated for the time Service was provided to the Customer.
- (B) For Customers subscribing to intrastate Service as an add-on to the Company's interstate service, the applicable interstate monthly recurring, optional feature or one-time charges are specified in the Company's interstate Voice Product Reference and Pricing Guide which may be found at [www.sbc.com](http://www.sbc.com) and are paid in lieu of intrastate monthly recurring, optional feature or one time charges.

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SECTION 2 - RULES AND REGULATIONS

2.17 Reserved for future use

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By John di Bene, Vice President, General Counsel and Secretary

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SECTION 2 - RULES AND REGULATIONS

2.18 Interruption of Service

- 2.18.1 Without incurring liability, the Company may interrupt the provision of Services at any time in order for tests and inspections to be performed to assure compliance with Tariff regulations and the proper installation and operation of Customer's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- 2.18.2 To prevent possible unauthorized, fraudulent, or unlawful use of Service, the Company may initiate Blocking of all calls or Blocking calls to or from certain NPA-NXXs, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.
- 2.18.3 No credit for recurring monthly charges will be issued for outages less than twenty-four consecutive hours in duration. For Customers with Service subject to a monthly recurring charge, Service interruptions of greater than twenty-four (24) consecutive hours duration will receive a credit equal to the number of hours of Service interruption divided by 720 hours times the monthly recurring charge for the Service.



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## SECTION 2 - RULES AND REGULATIONS

### 2.18 Interruption of Service (continued)

2.18.4 For Services with usage-sensitive rates, credit allowances for cutoff, wrong number, or poor transmission are subject to the general liability provisions set forth in Section 2.3.1 of this Tariff. If the Customer desires a credit for any Service interruption, the Customer must contact the Company via telephone or in writing. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within the Customer's control, or is not in wiring or equipment, if any, furnished by the Customer.

### 2.19 Cancellation of Service By Customer

#### 2.19.1 Cancellation of an Existing Service

- (A) Unless the Customer has signed a term plan agreement, the Company may require the Customer to give a written or oral notice to the Company. Notice should be addressed to the Company's Customer Service Department. Cancellation of the Customer's Service will be effective when the Customer's account status is changed to inactive in the appropriate data base(s).
- (B) For rules and regulations regarding cancellation of a term plan agreement, see Section 2.26 of this Tariff.

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## SECTION 2 - RULES AND REGULATIONS

### 2.19 Cancellation of Service By Customer (continued)

#### 2.19.2 Customer Cancels An Order For Special Facilities or Dedicated Access Arrangements Before Service Begins

When a Customer cancels an application for Service prior to the start of Service or prior to any special construction, no charges will be imposed except as follows: the Company has notified a Customer or a prospective Customer of the possibility that special expenses may be incurred in connection with provisioning the Customer's Service, and the Company incurs such expenses. Expenses could include special construction or where special arrangements of facilities or equipment have begun before the Company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage.

### 2.20 Termination of Service By Company

2.20.1 Pursuant to Section 4901:1-5-17 of the Ohio Administrative Code, the Company may terminate Service to the Customer upon seven (7) days' written notice to the Customer for any condition listed in Section 2.2.6 of this Tariff. To the extent it applies to disconnect for non-payment, the termination of Service will be no sooner than fourteen (14) days from the due date of the Customer's bill. If the Company delivers the notice to the Customer's Premises, it will be left in a conspicuous place. When notice is mailed, the notice will be addressed to the Customer's last known billing address and mailed first class or express overnight delivery. The selection of the method of delivery of the notice is made by the Company. The written notice will be postmarked at least seven (7) days prior to the date of the disconnection of Service. The disconnection notice will conform to 4901:1-5-17(L) of the Ohio Administrative Code applicable to toll service providers.

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**SECTION 2 - RULES AND REGULATIONS**

**2.20 Termination of Service By Company (continued)**

2.20.2 The termination of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

2.20.3 The Company will disconnect Service during its normal business hours; however, no disconnection will be made after 12:30 p.m. on the day preceding a day that all services necessary for reconnection are not available. The Company will reconnect a Customer's toll service pursuant to 4901:1-5-17(M) of Ohio Administrative Code.

2.20.4 The Company's procedures for disconnection of Service for nonpayment of bill may be found in 4901:1-5-17(K) of Ohio Administrative Code.

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## SECTION 2 - RULES AND REGULATIONS

### 2.21 Restoration of Services

The use and restoration of Services in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the rules and regulations of the Federal Communications Commission. For restoration of Service in situations not classified as an emergency as referenced above and upon the Customer's request, the Company will restore a Customer's Service when (a) the cause of discontinuance of Service has been eliminated or (b) satisfactory credit arrangements have been made. Every reasonable effort will be made to restore Service on the restoration day.

### 2.22 Terminal Equipment

Services may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems such as a telephone set, PBX, key system, CSU/DSU, router, or other network termination equipment. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at the Customer's Premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.

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## SECTION 2 - RULES AND REGULATIONS

### 2.23 Notices

2.23.1 Any notice the Company may give to a Customer will be by written notice mailed to the Customer's billing address or to such address as may be subsequently given by the Customer to the Company. Except as otherwise provided by these rules or in a signed agreement, any notice from the Customer may be given by the Customer or the Customer's authorized representative to the Company orally or by written notice mailed to the Company.

2.23.2 Any notices provided by Company pursuant to this Tariff are deemed given and effective upon the earlier of (a) actual receipt by Customer or (b) three days after mailing if sent by mail, the day after express overnight delivery, or the day the notice is left at the Customer's Premises.

### 2.24 Lost Or Stolen Calling Card Or PIN

Upon knowledge of facts which would alert a reasonable person to the possibility of unauthorized use of the Customer's calling card or PIN, the Customer will alert and give notice to the Company of such facts. Upon receipt of notice, the Company will deactivate the PIN associated with the card. If requested by the Customer, a new calling card and PIN will be issued to the Customer. The Customer will be excused from liability only with respect to unauthorized calls placed after receipt of such notice by the Company.

### 2.25 Coordination with Respect to Network Contingencies

The Company intends to work cooperatively with the Customer to develop network contingency plans following natural or man-made disasters which affect Service.

## SECTION 2 - RULES AND REGULATIONS

### 2.26 Revenue and Term Plan Commitments

#### 2.26.1 General

- (A) The terms and conditions for qualifying for each specific offering are described in Section 3 of this Tariff. Business Customers subscribing to one of the Company's High Volume Calling plans, SBC Long Distance Virtual Private Network (VPN), Signature Block of Time or Business Unlimited Long Distance Plans on a 2-year or 3-year term plan commitment are required to sign term plan agreements. This section also applies to Business Optional Calling Plans with MRC and term commitment
- (B) By committing to a MAC or a MMC, the Customer commits to spending a predetermined dollar revenue volume, either annually in the case of a MAC or monthly in the case of a MMC.
- (C) By making a term plan commitment, the Customer commits to remain a Customer of Company for a specified length of time. Only 1+ outbound, Toll Free Services, and calling card usage rates will remain in effect for the life of the term plan agreement. Unless otherwise indicated in this Tariff, all other rates, MRCs, NRCs, and per call charges for the Company's fully automated Calling Card Service Charges, Operator Toll Assistance Services, Directory Assistance Services, and any applicable payphone and other third-party pass through charges, regulatory fees, and surcharges are subject to change during the term of the agreement.

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#### .1 High Volume Calling Plans

At the end of the term plan agreement, if the Customer does not renew their current term plan agreement, nor cancel Services, the Company will revert the term to the original term plan rates on a month-to-month basis.

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SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments

2.26.1 General (continue)

.2 Small Business Optional Calling Plans

At the end of the term plan agreement, if the Customer does not notify the Company of their intent to cancel Services, the Company will automatically renew the term plan agreement to the same length as the current term plan agreement

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By John di Bene, Vice President, General Counsel and Secretary

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SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.2 Calculation of MAC and MMC

(A) Customer Subscribes To Any of the Company's High Volume Calling Plans

When the Company acts as an agent of the Customer for provisioning the Local Access required to provide any of the Company's Switched Services that required Dedicated Access and the associated MRCs are paid to the LEC or CLEC directly by the Company on behalf of the Customer, the revenue associated with these pass-through charges will contribute toward meeting the Customer's MAC or MMC.

In addition, revenue associated with any of the Company's High Volume Calling plans and Calling Card - Option 3 and Option 3 categories contributes towards meeting the MAC or MMC as described below. If a Customer subscribes to other switched toll free services, outbound or calling card Services, the revenue will not be counted when calculating whether or not the Customer has met the MAC or MMC commitment for High Volume Calling.

- .1 A MAC or MMC commits the Customer to paying the Company a predetermined amount of revenue resulting from:
  - .a 1+ outbound domestic and International usage;
  - .b domestic switched TFS usage and usage charges associated with Canadian Toll Free Service;



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SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.2 Calculation of MAC and MMC (continued)

(A) Customer Subscribes To Any of the Company's High Volume Calling Plans  
(continued)

.1 (continued)

- .c domestic and International usage for calling card calls billed to the Calling Card - Option 3 and Option 3 categories;
- .d Reserved for future use;
- .e Reserved for future use;
- .f Reserved for future use;
- .g monthly recurring, ancillary, and administrative charges associated with the Company's DVA 6-Pack and/or DVA 12-Pack where available;
- .h monthly recurring, ancillary, and administrative charges associated with the Company's PRI-ISDN where available; and
- .i any credits associated with a qualified usage item.

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SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.2 Calculation of MAC and MMC (continued)

(A) Customer Subscribes To Any of the Company's High Volume Calling Plans  
(continued)

- .2 Charges associated with directory assistance Service, monthly recurring charges and one time charges, taxes and surcharges, reductions because of promotions (free minutes or reduced price per minute), and adjustments that are not associated with a particular usage item are not included in determining whether the Customer has met the MAC or MMC.
- .3 For Customers subscribing to outbound Service with one BTN, all qualified usage generated under all of the Customer's WTNs billed under that BTN will be totaled to determine if the Customer has met the MAC or MMC for the Customer's BTN. For Customers subscribing to TFS with one BTN, all qualified usage generated under all of the Customer's TFS Numbers associated with that BTN will be totaled to determine if the Customer has met the MAC or MMC for the Customer's BTN.
- .4 For selected Services, a Customer with multiple BTNs can group those BTNs together into one Aggregation ID such that all usage within this group can be combined. See Section 2.27 of this Tariff for explanation of Aggregation ID.

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**SECTION 2 - RULES AND REGULATIONS**

**2.26 Revenue and Term Plan Commitments (continued)**

**2.26.2 Calculation of MAC and MMC (continued)**

**(B) Calculation of MMC for Customers Subscribing to Small Business  
Optional Calling Plans**

This section applies to Customers that subscribe to any of the Small Business Optional Calling Plans, except those Small Business Optional Calling Plans referenced in Section 2.26.2 (C) of this Tariff. Only revenue associated with the Small Business Optional Calling Plans and Calling Card - Option 2 and Option 2 categories contributes towards meeting the MMC. If a Customer subscribes to other switched toll free services, outbound or calling card Services, the revenue will not be counted when calculating whether or not the Customer has met the MMC associated with the Service.

- .1 An MMC commits the Customer to paying the Company a  
predetermined amount of revenue resulting from:**
  - .a 1+ outbound domestic and International usage;**
  - .b domestic switched TFS usage and usage charges associated  
with Canadian Toll Free Service;**

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SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.2 Calculation of MAC and MMC (continued)

(B) Calculation of MMC for Customers Subscribing to Small Business  
Optional Calling Plans (continued)

.1 (continued)

- .c domestic and International usage for calling card calls billed  
to the Calling Card - Option 2 and Option 2 categories; and
- .d any credits associated with a qualified usage item.

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SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.2 Calculation of MAC and MMC (continued)

(B) Calculation of MMC for Customers Subscribing to Small Business  
Optional Calling Plans (continued)

- .2 Charges associated with directory assistance Service, monthly recurring charges and one time charges, taxes and surcharges, reductions because of promotions (free minutes or reduced price per minute), and adjustments that are not associated with a particular usage item are not included in determining whether the Customer has met the MMC or MAC.

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SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.2 Calculation of MAC and MMC (continued)

(C) Calculation of MMC for Customers Subscribing To Small Business  
Optional Calling Plans With "15" in its Name

This section applies to Customers that subscribes to the Business Domestic Saver or any Small Business Optional Calling Plan with the number "15" (e.g. Business Domestic Saver 15, etc.) in its name. The rules and regulations for the calculation of MMC are the same as those described in Section 2.26.2 (B) of this tariff except International usage does not contribute to meeting the MMC.

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SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.2 Calculation of MAC and MMC (continued)

(D) Customer Subscribes to SBC Long Distance Virtual Private Network (VPN)

Only revenue from Switched Services (Switched Access and Dedicated Access) associated with a particular Corporate BAN will contribute toward meeting the MAC. Revenue from data products will not aggregate to meeting the MAC, even if the Services reside on the same Billing Hierarchy.

- .1 A MAC commits the Customer to paying the Company a predetermined amount of revenue resulting from intrastate, interstate, and International 1+ usage charges, (excluding taxes, surcharges and fees), and MRCs as described below. If listed below, usage charges and MRCs associated with VPN always accumulate towards meeting the MAC. If listed below, usage charges and MRCs for all other Services accumulate toward meeting the MAC only if the Aggregation ID for those Services is the same Aggregation ID as the VPN Billing Hierarchy. See Section 2.27 of this Tariff for rules and regulations regarding Aggregation ID.

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**SECTION 2 - RULES AND REGULATIONS**

**2.26 Revenue and Term Plan Commitments (continued)**

**2.26.2 Calculation of MAC and MMC (continued)**

**(D) Customer Subscribes to SBC Long Distance Virtual Private Network (VPN) (continued)**

**.1 (continued)**

- .a 1+ usage charges from all of the Customer's outbound and Toll Free Service offerings provided by the Company;**
- .b 1+ usage generated from VPN remote access calls;**
- .c 1+ usage generated from calls billed to the Company's LEC Card, Calling Card - Option 2 and Option 2 categories, or Calling Card - Option 3 and Option 3 categories;**
- .d MRCs for VPN and TFS features;**
- .e MRCs for DVA and PRI-ISDN access lines associated with the Company's High Volume Dedicated Outbound Calling Service as described in Section 3.7 of this Tariff.**



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SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.2 Calculation of MAC and MMC (continued)

(D) Customer Subscribes to SBC Long Distance Virtual Private Network (VPN) (continued)

- .2 Charges associated with Directory Assistance Service, onetime or non-recurring charges, taxes and surcharges, reductions because of promotions (free minutes or reduced price per minute), and good will adjustments that are not associated with a particular usage item are not included in determining whether the Customer has met the MAC.
- .3 There may be only one VPN Service per Corporate BAN of a Billing Hierarchy. All qualified usage charges and MRCs generated under all of the Customer's BANs under that Corporate BAN will be totaled to determine if the Customer has met the VPN MAC.
- .4 If a Customer's VPN Service has multiple Corporate BANs, the Customer must commit to a separate MAC for each Corporate BAN with VPN Service. If VPN Service is associated with more than one Corporate BAN, the VPN Service associated with a particular Corporate BAN will only contribute to the MAC for that Corporate BAN; i.e., VPN usage charges and MRCs do not aggregate across Corporate BANs or Billing Hierarchies.

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SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.3 Calculation of UUF, Revenue Commitment Shortfall, Current Term Plan Agreement

(A) Unmet MAC With Term Plan

If a Customer subscribing to any of the Company's High Volume Calling Plans (HVCP), remains on the same HVCP but, fails to meet its MAC, the Customer will be billed the difference between the actual usage and the unmet MAC within two (2) billing cycles of the Customer's yearly anniversary date.

If a Customer subscribing to VPN Service remains on the same VPN service but fails to meet its MAC, the Customer will be billed the difference between the actual usage and the unmet MAC within two (2) billing cycles of the Customer's yearly anniversary date.

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SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.3 Calculation of UUF, Revenue Commitment Shortfall, Current Term Plan Agreement (continued)

(B) Unmet MMC

- .1 If a Customer subscribing to any of the Company's Business Optional Calling Plans fails to meet its MMC in any given billing month, the Customer will be billed the difference between the actual usage revenue and the unmet MMC within two (2) billing cycles of the billing period in which the shortfall occurred.

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SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.3 Calculation of UUF, Revenue Commitment Shortfall, Current Term Plan Agreement (continued)

(B) Unmet MMC (continued)

- .2 Customers subscribing to any of the Company's High Volume Calling Plans and committing to an MMC will be given up to a three (3) month period for usage ramp up before any UUF is assessed. If a Customer subscribing to any of the Company's High Volume Calling Plans subscribes to an MMC on any date other than the first day of the billing cycle, the partial first month is counted as a full month when determining the length of the ramp up period.

## SECTION 2 - RULES AND REGULATIONS

### 2.26 Revenue and Term Plan Commitments (continued)

#### 2.26.4 Calculation of UUF, Revenue Commitment Shortfall, Customer Cancels Current Term Plan Agreement and Signs New Term Plan Agreement

- (A) If the Customer wishes to change MAC, MMC or plans with a MRC and term plan agreement or the length of a term plan agreement, the Customer must cancel its current term plan agreement and sign a new term plan agreement with new begin/end dates unless otherwise indicated in this Tariff. If the Customer wishes to change the Business Optional Calling Plan associated with its term plan agreement, the Customer must cancel its current term plan agreement and sign a new term plan agreement with new begin/end dates unless otherwise indicated in this Tariff. T

The Company will not charge an early termination fee and/or under utilization fee (ETF/UUF) when a Customer cancels an existing term plan agreement with a MAC if at the same time the Customer signs a new term plan agreement for a functionally equivalent service from an Affiliate of the Company with a term that is equal to or longer than the remainder of the current term and revenue commitment that is equal to or greater than the unpaid portion of the Customer's Total Revenue Commitment on the Customer's current term plan agreement that is being cancelled at the request of the Customer. M/N  
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SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

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2.26.4 Calculation of UUF, Revenue Commitment Shortfall, Customer Cancels Current  
Term Plan Agreement and Signs New Term Plan Agreement (continued)

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(B) When a Customer cancels an existing term plan agreement and signs a new  
term plan agreement for the same or different Business Optional Calling  
Plan, a UUF may apply. The UUF is equal to the lesser of the following  
and applies if the dollar value is greater than zero:

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.1 the difference between the dollar value of the unpaid portion of the  
Customer's Total Revenue Commitment on the Customer's current  
term plan and the dollar value of the Customer's Total Revenue  
Commitment for its new term plan agreement, or

.2 50% of the unpaid portion of the Customer's Total Revenue  
Commitment on the Customer's current term plan agreement that is  
being cancelled at the request of the Customer.

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(C) The Company will not charge an early termination fee and/or under  
utilization fee (ETF/UUF) when a Customer cancels an existing term plan  
agreement with a MAC if at the same time the Customer signs a new term  
plan agreement for a functionally equivalent service from an Affiliate of  
the Company with a term that is equal to or longer than the remainder of  
the current term and revenue commitment that is equal to or greater than  
the unpaid portion of the Customer's Total Revenue Commitment on the  
Customer's current term plan agreement that is being cancelled at the  
request of the Customer.

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SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.5 Reserved for future use

**SECTION 2 - RULES AND REGULATIONS**

**2.26 Revenue and Term Plan Commitments (continued)**

**2.26.6 Calculation of UUF, Revenue Commitment Shortfall, Customer Cancels Current Term Plan Agreement and Cancels Service With Company**

**(A) Customer Cancels - MAC Has Been Met**

If the Customer cancels a term Business Optional Calling Plan in the last year of that term plan and the Customer has met the MAC for that year, no term plan early termination fee applies.

**(B) Customer Cancels - MAC Has Not Been Met**

Unless otherwise indicated in this Tariff, if the Customer cancels a term Business Optional Calling Plan and the MAC has not been met for the current year or for any additional years remaining in the term plan agreement, the early termination fee is equal to 50% of the unmet MAC for the current year and 50% of the unmet MAC for each of the additional years remaining on the term plan agreement. See Section 2.26.6 (F) of this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.6 Calculation of UUF, Revenue Commitment Shortfall, Customer Cancels Current Term Plan Agreement and Cancels Service With Company (continued)

- (C) Customer Cancels - MMC for current month Has Been Met (Customer Subscribing to all Small Business Optional Calling Plans)

The early termination fee shall be 50% of the MMC times the number of months remaining in the complete term.

- (D) Customer Cancels - MMC for current month Has NOT Been Met (Customer Subscribing to all Small Business Optional Calling Plans)

The early termination fee shall be 50% of the unmet MMC for the current month plus 50% of the MMC times the number of months remaining in the complete term.

- (E) Customer Cancels – Business Optional Calling Plans with MRC

Customers that subscribe to Business Optional Calling Plans with MRCs and term plan agreements, who cancel the plan prior to the expiration date of the term plan agreement, will be required to pay an early termination fee.

The early termination fee shall be 50% of the MRC times the number of months remaining in the term plan agreement.

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SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.6 Calculation of UUF, Revenue Commitment Shortfall, Customer Cancels Current Term Plan Agreement and Cancels Service With Company (continued)

- (F) The Company will not charge an early termination fee and/or under utilization fee (ETF/UUF) when a Customer cancels an existing term plan agreement with a MAC if at the same time the Customer signs a new term plan agreement for a functionally equivalent service from an Affiliate of the Company with a term that is equal to or longer than the remainder of the current term and revenue commitment that is equal to or greater than the unpaid portion of the Customer's Total Revenue Commitment on the Customer's current term plan agreement that is being cancelled at the request of the Customer.

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SECTION 2 - RULES AND REGULATIONS

2.26 Revenue and Term Plan Commitments (continued)

2.26.7 Start Date and End Date

(A) MAC

Achievement of the MAC is calculated on the Customer's yearly Service Acceptance Date anniversary or end date of the term agreement commitment.

(B) MMC

MMC is calculated on the Customer's monthly anniversary date.

(C) Term Plan Agreement

When the Customer changes the billing cycle dates in the middle of a term plan agreement, the term plan begin and end dates will not change. The accumulated monies towards the MAC UUF, if any, will be based on the begin and end date of the term without regard to the billing cycle.

(D) Business Optional Calling Plans with MRCs

When the Customer changes between Business Optional Calling Plans with MRC, the current term plan will be ended and the start date of new term plan begins on the day the order is processed.

## SECTION 2 - RULES AND REGULATIONS

### 2.26 Revenue and Term Plan Commitments (continued)

#### 2.26.8 Term Plan Renewal

- (A) Business Customer Subscribes to SBC Long Distance Virtual Private Network (VPN) or Any of the Company's High Volume Calling Plans

Between ninety (90) and forty-five (45) days prior to the expiration of a Customer's term plan agreement, the Company will notify the Customer in a separate mailing advising the Customer the date the term plan expires. If the Customer does not notify the company of its intent to cancel the existing term plan agreement by the date the term plan expires, the Customer will be charged the same usage rates contained in their expired term plan agreement on a month to month basis. Customer's MMC will be the equivalent to their former MAC divided by twelve.

- (B) Business Customer Subscribes to All Other Business Optional Calling Plans

Between ninety (90) and forty-five (45) days prior to the expiration of a Customer's term plan agreement, the Company will notify the Customer in a separate mailing advising the Customer the date the term plan expires. If the Business Customer does not notify the Company of its intent to cancel the existing term plan commitment, the term plan will automatically renew on the first day of the next billing cycle for the same length of term plan and MMC if applicable. Within thirty (30) days of the automatic renewal date of a term plan, if the Customer provides notice to the Company that the Customer wishes to cancel the new term plan commitment, the Company will adjust all early termination fees.

\*\*\*Effective January 1, 2008, upon expiration of their existing term plan agreement, Customers subscribing to High Volume Calling Plan II Plus who have a MAC of \$9,000 to \$180,000 will receive Out of Term rates on a month to month basis. See Section 4.7.27 for the appropriate rates.

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## SECTION 2 - RULES AND REGULATIONS

### 2.27 Aggregation Grouping

- 2.27.1 Aggregation grouping is the collecting of a Customer's multiple BTN(s) into a group such that all usage within this group can be combined to determine the Customer's usage rate or volume discount.
- 2.27.2 The Customer determines which BTN(s) will be aggregated. With Aggregation grouping, the Customer must select one BTN as the master BTN. The BTN(s) that go together in the Aggregation grouping will be assigned an Aggregation ID.
- 2.27.3 Changes to a Customer's Aggregation grouping (such as adding or deleting BTN(s)) will not affect the Customer's MMC, MAC or term plan commitment.
- (A) If a Customer has combined Services, i.e. outbound and TFS aggregated together, and chooses to disconnect all of the outbound Services leaving only TFS line(s) that utilizes Switched Access to reach the long distance network, the POTS telephone number associated with TFS must be presubscribed to the Company for the provision of 1+ outbound long distance Service or the Customer's TFS plan must be transferred to one of the High Volume Toll Free Calling plans described in Section 3.7 of this Tariff. Otherwise, the Company may terminate Service pursuant to Section 2.20 of this Tariff.
- (B) If a Direct-billed Customer has combined Services, i.e. outbound and TFS aggregated together, and chooses to disconnect all of the outbound Services leaving only one (1) TFS, TFS may continue to be direct-billed.

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SECTION 2 - RULES AND REGULATIONS

2.28 Special Service Arrangements

2.28.1 The Company may offer Services to Customers for terms and conditions and for rates and charges that differ from those stated in this Tariff. Individual contracts will specify the applicable terms and conditions, rates and charges, and the length of the term plan agreement. Such terms and conditions and rates and charges will be available under contract to similarly situated Customers for a period of ninety (90) days following the effective date of the SSA of the initial Customer for whom the SSA was designed, unless otherwise specifically provided for in the SSA. Similarly situated Customers enrolling in a SSA must agree to service installation no more than ninety (90) days after contracting to receive services under a SSA.

2.28.2 Unless otherwise specified, the regulations for the special service arrangements are in addition to the applicable regulations specified in other sections of this Tariff. Customer-specific service arrangements, which may include engineering, installation, construction, facilities, assembly, and/or other special services, may be furnished in addition to existing Tariff offerings. Rates, terms, and conditions plus any additional regulations, if applicable, for the special service arrangements will be developed upon Customer's request.

2.28.3 All Customer contracts will be filed with the Commission.

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SECTION 2 - RULES AND REGULATIONS

2.29 Toll Blocking Process

2.29.1 The Company may cause to have blocked, access to all toll services for nonpayment of regulated toll charges, so long as the blocked Customer is not denied the right to select, through a presubscribed interexchange change (PIC) mechanism, any other 1+ presubscribed toll service provider who is obligated to provide service under the terms of the Selective Access Policy. Pursuant to that process, the Company may place a restriction on or discontinue Customer's use of intrastate long distance services, including calling card use, 1+, 0+, and all 900/976/700/500 calls until the Customer makes payment arrangements satisfactory to the Company. Access to local calling, operator assisted calls, emergency services (9-1-1), calls placed via a toll free number (800, 877, 888 or other area code assignments as appropriate) will not be affected. In the event that toll access is restricted or blocked pursuant to the foregoing, Customers attempting to access restricted services will be automatically routed to either a recorded announcement or a service representative for information regarding restoration of service.

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SECTION 2 - RULES AND REGULATIONS

2.29 Toll Blocking Process (continued)

2.29.2 Under the terms of the Selective Access Policy, the Company may not deny establishment of 1+ presubscribe toll service on the grounds that the Customer has failed to establish creditworthiness, if:

- (A) the Customer is able to establish creditworthiness as found in Section 2.7.2 of this Tariff; or
- (B) the Company, exercising its own discretion, does not require the Customer to establish creditworthiness (through any of the means available for doing so under the Commission's rules); or
- (C) the Company attempts to require the Customer to establish creditworthiness using credit establishment procedures which do not comport with the Commission's credit establishment policies and/or are not set forth within a Commission approved tariff.



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SECTION 2 - RULES AND REGULATIONS

2.29 Toll Blocking Process (continued)

- 2.29.3 When a prospective Customer, who has previously been universally blocked for nonpayment of toll charges by another carrier, seeks to select the Company as his or her 1+ carrier of choice, the Company may, subject to our tariffed toll deposit policies and the Commission's rules on establishment of service (see Rules 4901:1-5-13 and 4901:1-5-14, Ohio Administrative Code applicable to toll service providers), require a deposit for toll service.
- 2.29.4 The Company may furnish credit information, acquired from the Company's own experiences with the Customer, to consumer reporting agencies within the meaning of the Federal Fair Credit Reporting Act. The Company will follow all requirements that consumer reporting agencies must follow in issuing credit reports within the meaning of the Federal Fair Credit Reporting Act.
- 2.29.5 Upon payment by the Customer of all past due toll debt to the Company, the Company the toll blocking restriction will be lifted and Service restored.

## SECTION 2 - RULES AND REGULATIONS

### 2.30 Return Check Charge

When another telecommunications carrier provides the billing function on behalf of the Company, the other carrier's bad check charge applies. Otherwise, the Company will assess the Customer a return check charge for any check that is returned for any reason by the financial institution on which it is drawn. The Company will waive this charge under appropriate circumstances. The maximum rate for the return check charge is \$45.

### 2.31 Unused Calling Cards

Any Company Calling card that has not been used or is no longer used for any continuous 18 month period will be considered abandoned by Company. The Company may, at its sole discretion, deactivate any abandoned Calling Card(s) without further customer notice.

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### SECTION 3 - DESCRIPTION OF SWITCHED SERVICES

#### 3.1 Operator Toll Assistance Services

##### 3.1.1 General

Operator Toll Assistance Services include a variety of billing options. Callers may use Operator Toll Assistance Services to place intrastate calls from their presubscribed telephone line or when away from their established primary Service location. Calls can originate from either tone-generating or rotary-dial instruments. Unless otherwise indicated in this Tariff, all calls are billed in increments of one (1) minute subject to a minimum connect time (initial period) of one (1) minute.

##### 3.1.2 Availability

Service is available to a Customer that subscribes to any of the Company's calling card and/or outbound Service offerings and Casual Callers that dial one of the Company's Toll Free Access Numbers.

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SECTION 3 - DESCRIPTION OF SWITCHED SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.3 Access Method

- (A) For Customers that subscribe to any of the Company's outbound Services that requires Dedicated Access to reach the long distance network, access to Operator Toll Assistance Service will be blocked from the Customer's DVA lines. Callers dialing one plus (1+) one of the Company's Toll Free Access Numbers over Switched Access lines will hear recorded messages that guide the caller. Callers may elect to use any of the billing options described in Section 3.1.5 (A), 3.1.5 (B) or 3.1.5 (C) of this Tariff or may reach the operator for assistance. Callers placing a call from a tone-generating telephone may select one of the various Operator Toll Assistance Services options by pressing the appropriate key on their tone-generating telephone. The call will default to an operator for assistance if (1) the call originates from a rotary telephone or (2) the call originates from a tone-generating telephone and the caller fails to make a selection on its keypad.

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SECTION 3 - DESCRIPTION OF SWITCHED SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.3 Access Method (continued)

(B) Unless otherwise indicated in this Tariff, callers placing calls over Switched Access lines may also place Operator Toll Assistance Services from Off-Net locations by dialing:

- .1 00 from a presubscribed telephone line and request the long distance operator to complete the call or
- .2 0+ the called number from a presubscribed telephone line

(C) Unless otherwise indicated in this Tariff, callers may also place Operator Toll Assistance Services from On-Net locations by dialing:

- .1 00 from a presubscribed telephone line and follow the prompts
- .2 0+ the called number from a presubscribed telephone line.

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**SECTION 3 - DESCRIPTION OF SWITCHED SERVICES**

**3.1 Operator Toll Assistance Services (continued)**

**3.1.4 Completion Type**

- (A) **Station-to-Station:** Any operator-handled call whereby the person originating the call does not specify a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.
- (B) **Person-to-Person:** Any operator-handled call whereby the person originating the call specifies to the operator a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

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SECTION 3 - DESCRIPTION OF SWITCHED SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.5 Billing Options

(A) Calling Cards

This is a billing option which enables the Customer to charge a call to an authorized calling card number. Calling card rates and charges apply to all calls that both originate and terminate in the State regardless of the location of the billed Customer. Access to the long distance network for the purpose of billing a call to the Customer's calling card can be from tone-generating or rotary-dial instruments. For Customers that subscribe to any of the Company's outbound Services that require Dedicated Access to reach the long distance network, access to Toll Free Access Numbers will be blocked from the Customer's DVA lines.

.1 LEC Card

- .a The Company will accept any valid LEC calling card that uses the LIDB verification system. The LEC ensures the availability of features and enables the card features. Charges associated with the LEC Card will be billed by the LEC with the Customer's bill for local exchange service.

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SECTION 3 - DESCRIPTION OF SWITCHED SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.5 Billing Options (continued)

(A) Calling Cards (continued)

.1 LEC Card (continued)

.b Reserved for future use

- .c If a Customer completes a call via a Group 2 Toll Free Number and bills a call to a calling card issued by a LEC that uses the LIDB verification system, the rates and charges contained in Section 4.1.1 (B).1 and Section 4.1.2 (A), (B), and (C) of this Tariff apply as appropriate. If a Customer completes a call via any other access method and bills a call to a calling card issued by a LEC that uses the LIDB verification system, the rates and charges contained in Section 4.1.1 (B).1 and Section 4.1.2 (A), (B), and (C) of this Tariff apply as appropriate.



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SECTION 3 - DESCRIPTION OF SWITCHED SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.5 Billing Options (continued)

(A) Calling Cards (continued)

.2 Calling Card

.a Description

This is a billing option which enables the Customer to charge a call to an authorized calling card number. Calling card rates and charges apply to all calls that both originate and terminate in the State regardless of the location of the billed Customer. Access to the long distance network for the purpose of billing a call to the Customer's calling card can be from tone-generating or rotary-dial instruments. The Toll Free Access Numbers associated with the Calling Card are the Group 2 Toll Free Numbers.

.b Availability

The issuance of the Calling Card is dependent on the Customer having a presubscribed BTN/BAN or dedicated trunk group BAN. The card is not available on a stand alone basis. Customer may elect one of four optional plans. Customers subscribing to any Option 1, Option 2, or Option 4 calling card will be LEC billed. Customers subscribing to any Option 3 will be direct-billed.

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SECTION 3 - DESCRIPTION OF SWITCHED SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.5 Billing Options (continued)

(A) Calling Cards (continued)

.2 Calling Card (continued)

.b Availability (continued)

- .i Option 1 is available to Residential Customers that subscribe to one of the Company's outbound Service offerings that require Switched Access to reach the long distance network. The Customer must select the Company as its presubscribed long distance service provider for the provision of interstate outbound calling. The Customer must have a minimum of one line presubscribed to the Company.
- .ii Option 2 and Option 2 categories are available to Business Customers that subscribe to one of the Company's outbound Service offerings that require Switched Access to reach the long distance network. The Customer must select the Company as its presubscribed long distance service provider for the provision of interstate outbound calling. The Customer must have a minimum of one line presubscribed to the Company.
- .iii Option 3 and Option 3 categories are available to Business Customers that subscribe to one of the High Volume Calling plans for the provision of switched TFS or outbound Service.

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SECTION 3 - DESCRIPTION OF SWITCHED SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.5 Billing Options (continued)

(A) Calling Cards (continued)

.2 Calling Card (continued)

.b Availability (continued)

- .iv Option 4 is named Value Card Plus. This option is available to Residential Customers as an alternative to Calling Card - Option 1. Customers subscribing to Calling Card - Option 4 pay a MRC, and the usage rates and per call charges are less than the rates for Calling Card - Option 1. See Section 4.1.3 of this Tariff for the MRC. Option 4 is available to Residential Customers that subscribe to one of the Company's outbound Service offerings that require Switched Access to the Company as its presubscribed long distance service provider for the provision of interstate outbound calling. The Customer must have a minimum of one line presubscribed to the Company.

### SECTION 3 - DESCRIPTION OF SWITCHED SERVICES

#### 3.1 Operator Toll Assistance Services (continued)

##### 3.1.5 Billing Options (continued)

##### (A) Calling Cards (continued)

##### .2 Calling Card (continued)

##### .c Features

- .i The Calling Card is available in English. Depending on the Customer's location, the card may be available in languages other than English. The Company determines which languages are available at any point in time.
- .ii Customers may select from various calling card features such as PIN level restrictions for blocking International calls when available. Unless otherwise indicated by the Customer, the PIN is printed on the card. The card number is always ten (10) digits plus a four (4) digit PIN. Upon the initial request for the card, the Customer will receive a card with a PIN printed on the card. The PIN will be randomly generated. However, the Customer has the option of changing the PIN to one selected by the Customer.

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SECTION 3 - DESCRIPTION OF SWITCHED SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.5 Billing Options (continued)

(A) Calling Cards (continued)

.2 Calling Card (continued)

.c Features (continued)

.iii Option 1 and Option 4

Unless otherwise indicated by the Customer, the Customer's name will be printed on the Card.

Option 2 and Option 2 Categories

Unless otherwise indicated by the Customer, the Customer's name will be printed on the Card.

Option 3 and Option 3 Categories

The Customer has a choice of one of the following:

- no name printed on the card
- company name printed on the card
- employee name printed on the card

If the Customer does not specify an option, the company's name will be printed on the card.

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SECTION 3 - DESCRIPTION OF SWITCHED SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.5 Billing Options (continued)

(A) Calling Cards (continued)

.2 Calling Card (continued)

.d Initial and Additional Periods

.i Option 1 and Option 4

All calls are billed in increments of one (1) minute subject to a minimum connect time (initial period) of one (1) minute.

.ii Option 2 and Option 2 Categories

Unless otherwise indicated in a description of a business Service offering that includes Calling Card - Option 2 and Option 2 categories in combination with outbound and/or TFS, all calls are billed in increments of six (6) seconds subject to a minimum connect time (initial period) of sixty (60) seconds.

.iii Option 3 and Option 3 Categories

For calling card calls originating via Switched Access or Dedicated Access, the billing increments for calls billed to the Calling Card - Option 3 and Option 3 categories are the same as the billing increments that apply to 1+ outbound calls originating via Switched Access and billed under the High Volume Calling optional calling plan selected by the Customer.

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SECTION 3 - DESCRIPTION OF SWITCHED SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.5 Billing Options (continued)

(A) Calling Cards (continued)

.2 Calling Card (continued)

.e Access Methods

Callers may bill calls to their Calling Card by dialing:

- .i 1+ any Group 2 Toll Free Number; or
- .ii 00 from a presubscribed telephone line and request the long distance operator complete the call; or
- .iii 0+ the called number from a presubscribed telephone line.

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**SECTION 3 - DESCRIPTION OF SWITCHED SERVICES**

**3.1 Operator Toll Assistance Services (continued)**

**3.1.5 Billing Options (continued)**

**(A) Calling Cards (continued)**

**.2 Calling Card (continued)**

**.f Rates and Charges**

Only usage charges apply for fully automated Calling Card - Option 3 calls. Usage charges and per call charges apply for all other call types billed to the Calling Card.

**.g LIDB**

If a Customer completes a call via a Group 2 Toll Free Number and bills a call to a calling card issued by a LEC that uses the LIDB verification system, see Section 4.1.1 (B).1 and Section 4.1.2 (A), (B), and (C) of this Tariff apply as appropriate. If a Customer completes a call via any other access method and bills a call to a calling card issued by a LEC that uses the LIDB verification system, the rates and charges contained in Section 4.1.1 (B).1 and Section 4.1.2 (A), (B), and (C) of this Tariff apply as appropriate.



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SECTION 3 - DESCRIPTION OF SWITCHED SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.5 Billing Options (continued)

(B) Collect

This is a billing option where the called party is verbally asked if they will pay for the call. If accepted the call is completed, the called party is billed for the call. Calls may be billed to domestic numbers only.

(C) Third Number

This is a billing option where a long distance call may be charged to a telephone number other than the originating telephone number or the telephone number of the called party. Prior to completing the call, the operator will determine whether or not the charges are authorized to be billed to the third number. Calls may be billed to domestic numbers only.

(D) Sent Paid

This is a billing option where the Customer originating the call pays for the call by having the call billed to the originating telephone number. This billing option will initially be restricted from coin origination.

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### SECTION 3 - DESCRIPTION OF SWITCHED SERVICES

#### 3.1 Operator Toll Assistance Services (continued)

##### 3.1.6 Level of Automation

Operator Toll Assistance Services calls may be completed with or without assistance of an operator. There are three (3) levels of automation for Operator Toll Assistance Services. They are:

##### (A) Operator Dialed

An operator dialed call occurs when the person originating the call has the ability to dial all the digits necessary for call completion but instead asks the long distance operator to place the call. The operator dials the called number and the billing number. The operator dialed per call charge applies in lieu of the operator assisted per call charge.

The rates for the operator dialed per call charges in Section 4.1.1 or Section 4.1.2 of this Tariff apply to: Station-to-Station and Person-to-Person calls when the caller has the ability to dial all the digits necessary for call completion but instead asks the long distance operator to place the call. The operator dialed per call charge will not be applied to:

- (1) a call that cannot be completed by the caller due to equipment failure or trouble on the long distance network or
- (2) a call placed by a party identified as disabled and as a result of that disability cannot complete the call.

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SECTION 3 - DESCRIPTION OF SWITCHED SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.6 Level of Automation (continued)

(B) Operator Assisted

An operator assisted call occurs when the person originating the call reaches an operator by utilizing an access method that involves dialing the called telephone number, but the operator collects the billing information to complete the call.

(C) Fully Automated

A fully automated call occurs when the person originating the call dials zero plus (0+) from a presubscribed line or one plus (1+) a Toll Free Access Number, plus the called telephone number, and then inputs the billing information as instructed by the automated call completion system. This call is completed without any assistance from an operator.

The fully automated rate also applies if a call:

- placed by a party identified as disabled and as a result of that disability cannot complete the call and the caller requests operator assistance for call completion or
- cannot be completed by the caller due to equipment failure or trouble on the long distance network and the caller requests operator assistance for call completion.

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**SECTION 3 - DESCRIPTION OF SWITCHED SERVICES**

**3.1 Operator Toll Assistance Services (continued)**

**3.1.7 Application of Charges**

- (A) There are two (2) rate elements which apply to Operator Toll Assistance Services, a usage charge and a per call charge. The rates for a particular call are determined by the following criteria: (i) access method, (ii) completion type (Station-to-Station or Person-to-Person), (iii) billing option selected (calling card, collect, third number, or sent paid) and (iv) level of automation used (operator dialed, operator assisted, or fully automated).

For certain Operator Toll Assistance Service calls, usage rates also vary depending on whether the call is classified as residential or business. The business rate per minute applies when the call is billed to a telephone number presubscribed to the Company for a Business Service. The residential rate per minute applies when a call is billed to a telephone number presubscribed to the Company for a Residential Service. The residential rate per minute also applies for a call placed collect or billed to a third number if the call is billed to a telephone number not presubscribed to the Company.

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**SECTION 3 - DESCRIPTION OF SWITCHED SERVICES**

**3.1 Operator Toll Assistance Services (continued)**

**3.1.7 Application of Charges (continued)**

- (B) If a Customer, End User, or Casual Caller completes an Operator Toll Assistance Services call by dialing one plus (1+) any of the Group 2 Toll Free Numbers, the rates and charges contained in Section 4.1.1 (B) of this Tariff apply.
- (C) If a Customer or End User completes an Operator Toll Assistance Service call via any Operator Toll Assistance Service access method described in Section 3.1.3 (B) or 3.1.3 (C) of this Tariff, the rates and charges contained in Section 4.1.2 of this Tariff apply to intrastate InterLATA calls and applies to intrastate IntraLATA service.
- (D) If a Casual Caller completes an Operator Toll Assistance Service call via any Operator Toll Assistance Services access method described in Section 3.1.3 (B).1 or 3.1.3 (B).2 of this Tariff, the rates and charges contained in Section 4.1.2 of this Tariff apply to InterLATA and IntraLATA calling.
- (E) If a Customer, End User or Casual Caller completes an Operator Toll Assistance Service call via any of the Group 2 Toll Free Access Numbers, this Tariff applies to both intrastate InterLATA and intrastate IntraLATA calls.

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SECTION 3 - DESCRIPTION OF SWITCHED SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.8 Busy Line Verify/Interrupt

(A) Description

Busy Line Verify and/or Interrupt service is provided where facilities and operating conditions permit. The operator will verify a busy line condition and/or interrupt a conversation at the calling party's request. Interruption charges are in addition to Verify charges. See Section 4.1.4 of this Tariff for rates.

(B) Regulations

- .1 A charge applies to each busy line verified or conversation interrupted except for the following conditions:
  - .a The operator finds the called station out of order.
  - .b The service request is to/from any public agency who is responsible for providing emergency aid.

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SECTION 3 - DESCRIPTION OF SWITCHED SERVICES

3.2 Directory Assistance Services

3.2.1 General

Directory Assistance Service allows the Customer, End User or Casual Caller to request the telephone number or area code of a party located within the State but outside of the Customer's local calling area. The Directory Assistance operator provides assistance in locating business, residence, and government listings.

3.2.2 Availability

Assistance in obtaining an intrastate Directory Assistance listing is available to any Customer that has access to the Directory Assistance bureau via one of the access methods described in Section 3.2.3 of this Tariff. The following types of calls are not permitted to directory assistance:

- Person-to-Person
- Collect

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SECTION 3 - DESCRIPTION OF SWITCHED SERVICES

3.2 Directory Assistance Services (continued)

3.2.3 Access Methods

(A) General

Calls to directory assistance may be completed on a fully automated basis or may be completed with the assistance of an operator.

- .1 Customers who presubscribe to any of the Company's outbound Service offerings that utilize Switched Access to reach the long distance network may reach Directory Assistance on their presubscribed line by dialing:
  - .a 1 + area code + 555-1212
  - .b 0 + area code + 555-1212
  - .c 00 and request the long distance operator to connect the caller to Directory Assistance
  - .d one of the Company's Toll Free Access Numbers and request the long distance operator to connect the caller to Directory Assistance or by dialing the area code + 555-1212.